



CITY OF WESTWOOD, KANSAS

CITY COUNCIL MEETING

4700 RAINBOW BLVD. WESTWOOD, KS 66205

Thursday, March 13, 2025 at 6:00 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]

CITY COUNCIL WORK SESSION AGENDA

- I. **CALL TO ORDER**
 - II. **WORK SESSION ITEMS/DISCUSSION OF UPCOMING MATTERS**
 - A. [2025 Westwood Complete Streets Projects: Review and Overview](#)
 - III. **ADJOURNMENT TO REGULAR MEETING**
-

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. [Presentation of Johnson County Senior and Disabled Veteran Tax Relief Program \(County Treasurer Tom Franzen\)](#)

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 approval of February 13, 2025 City Council meeting minutes
- [B.](#) Consider approval of February 24, 2025 City Council-Planning Commission joint work session minutes
- [C.](#) Consider approval of Appropriations Ordinance 772

VI. MAYOR'S REPORT

VII. CITY COUNCILMEMBER REPORTS

VIII. STAFF REPORTS

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

IX. OLD BUSINESS

X. NEW BUSINESS

- [A.](#) Consider Resolution No. 140-2025 appointing Jay Corazza to the board of the Westwood Foundation
- [B.](#) Consider Resolution No. 141-2025 approving a five-year Johnson County CARS program
- [C.](#) Consider non-conforming signage package for commercial business Blair & Blythe, 4812 Rainbow Blvd.
- [D.](#) Consider application of Wulff Building & Additions on behalf of property owner Kei Kamara to plat property at 4810 Belinder Ct., Westwood, KS 66205
- [E.](#) Consider Agreement with Johnson County, KS for the 2025 Stormwater Best Management Practices (BMP) Cost-Share Program
- [E.](#) Consider Agreement with the City of Roeland Park, KS for the operations and maintenance of street lighting systems (Mission Rd.)

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 Thursday, April 10, 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](#)

COUNCIL DISCUSSION ITEM

Meeting Date: March 13, 2025

Staff Contact: Leslie Herring, City Administrator

Item A. Section II, Item

Agenda Item: 2025 Westwood Complete Streets Projects: Review and Overview

Background/Description of Item

City staff will provide an overview of the status and details of the following four Complete Streets projects active in 2025:

- a. Mission Rd. (2025 construction)
- b. Rainbow Blvd. (2024 study and public engagement, 2025 stakeholder alignment and additional review)
- c. 47th Pl. (2025 design and funding source identification, 2026 construction)
- d. Residential streets (2025 assessment and pilot of traffic calming techniques)

It is intended that an equal amount of time be spent discussing each of the four projects. During the work session, staff will identify areas where feedback or input is requested from the Governing Body on these topics. A second, follow-up work session will be scheduled for April 10th at 6:00 PM to discuss the project budgets and to bring back any answers to questions or input shared at the March 13th work session.

Johnson County Senior and Disabled Veteran Tax Relief program

Low-income seniors and disabled veterans who own their homes in Johnson County may qualify for an expanded level of property tax relief

Payment specifications:

- The Board of County Commissioners removed a previous \$200 limit on relief payments. For 2025, payments will not exceed the county's portion of residents' property tax bills.
- The amount of relief will depend on the number of qualifying applications received.
- Payments will be distributed in summer 2025.



See if you qualify:

- Participants must be at or below income limits and have a home with a maximum 2024 appraised value of \$384,600.
- For complete eligibility criteria, visit jocogov.org/JoCoSeniorVeteranTaxRelief.

Submit an application:

- The application window to receive the payment will be open from Jan. 15 to April 15, 2025. Forms will be available at jocogov.org/JoCoSeniorVeteranTaxRelief, and can be submitted by mail, email or in person.

Other tax relief:

- Residents may qualify for other property tax relief programs.
- Visit jocogov.org/PropertyTaxRelief.
- For additional questions, call 913-715-2638 or email PropertyTaxRelief@jocogov.org.



Learn more: Jocogov.org/JoCoSeniorVeteranTaxRelief

**City of Westwood, Kansas
City Council Meeting
February 13, 2025 – 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
Curtis Mansell, Police Chief
John Sullivan, Public Works Director
Ryan Denk, City Attorney
Abby Schneweis, City Clerk

Call to Order

Mayor Waters called the meeting to order at 7:00 p.m. on February 13, 2025. Ms. Schneweis 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 the Agenda

Motion by Councilmember Harris to approve the February 13, 2025 agenda as submitted. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

Public Comment

Steve Platt, 4910 Glendale, Westwood Hills, read a written statement he prepared and submitted for the record. The document is included in these minutes document.

Ben Hobert, 2208 W 49th Street, Westwood Hills, read a written statement he prepared and submitted for the record. The document is included in these minutes document.

Bernard Brown, 2805 W 51st Terrace, asked the Governing Body if the City is bound to convey the park if the Spring 2025 Special Election question fails. Mr. Brown asked if the residents should be trusting the Governing Body. Mr. Brown asked the Governing Body to state if they have conflicts of interest with regard to the Karbank proposal.

Mayor Waters asked the City Council to state if they have a conflict of interest with regard to the Karbank proposal. All members of the City Council and Mayor Waters stated they do not.

Presentations and Proclamations

No presentations or proclamations were made during the meeting.

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 9, 2025 Meeting Minutes
- B. Consider Appropriations Ordinance 771

Motion by Councilmember Hannaman to approve the Consent Agenda as submitted. Second by Councilmember Buckman. Ms. Schneweis conducted a roll call vote. Motion carried by a 5-0 vote.

Mayor's Report

Mayor Waters provided an overview of events he attended and plans to attend as Mayor.

Mayor Waters thanked the Public Works and Police departments for their work during the recent snowstorm.

Mayor Waters provided an overview of the Spring 2025 election and encouraged the community to vote.

Mayor Waters shared that a joint work session of the City Council and Planning Commission would be held on February 24th.

Councilmember Reports

No reports were made.

Staff Reports

Administrative Report

Ms. Herring provided an overview of the February 2025 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 2025 Public Works Reports included in the agenda packet and offered to answer questions.

Public Safety Report

Chief Mansell provided an overview of the January 2025 Public Safety Report included in the agenda packet and offered to answer questions.

Treasurer's Report

The January 2025 Treasurer's Report was included in the agenda packet, no questions or comments were made about the report.

City Attorney's Report

Mr. Denk did not have any items to report.

Old Business

No old business items were considered during the meeting.

New Business**Consider acceptance of the low bid from Amino Brothers Co. for the Mission Road Reconstruction Project, W. 53rd Street to W. 47th Street**

The City of Westwood has entered into an interlocal agreement with the City of Roeland Park and the City of Fairway for the reconstruction and improvement of Mission Road from W. 53rd Street to W. 47th Street. Bids were received and opened on January 24, 2025 by the City of Roeland Park as the contracting agency for this project. Five bids were received. Below is a breakdown of the bids.

- Kansas Heavy Construction - \$1,805,866.25
- McConnell & Associates - \$1,705,324.65
- Amino Brothers Co. - \$1,603,302.45 (Low Bidder)
- McAnany Construction - \$1,888,888.88
- JM Fahey Construction - \$1,721,590.40

The low bidder, Amino Brothers Co., has been recommended for the award of the project by the engineer and has been accepted by the City of Roeland Park as the administering jurisdiction for the project. Attached is the recommendation letter and completed bid tabulation from the Engineer of Record, Greg Van Patten, P.E., as well as the allocated costs per City based on the bid.

The total project cost (i.e. construction cost plus design, engineering, construction administration, and testing) based on the bid for the City of Westwood is \$408,819.24 and the adopted budget for this project is \$571,524. (The City of Westwood total construction cost is \$750,203, with total CARS reimbursement for Westwood approved in the amount of \$341,383.52.) Westwood is responsible for 39.2% of the Amino Brothers contract amount. Staff Recommendation:

Motion by Councilmember Hannaman to accept the low bid in the amount of \$1,603,302.45 from Amino Brothers Co. with the expected portion of the total project cost for the City of Westwood to be \$408,819 and authorize the Public Works Director to send a letter stating such to the City of Roeland Park and the City of Fairway. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

Discuss 2025 Strategic Priorities Work Plan

Following the City Council's adoption of the Governing Body Strategic Plan in December 2024, this work plan is presented to create an opportunity for the Mayor and City Council to provide direction, ask questions, and to share ideas with City staff on upcoming planned areas of focus for the 2025 calendar year. Several projects and priorities are well underway and already committed; however, should Council have additional ideas or want to exchange one priority for another, this is the perfect time to provide such direction to staff.

Context for the priorities is provided in the adopted Governing Body Strategic Plan, which is available on [the City's website](#).

To complement this annual work plan, if there are certain presenters or partnering agencies from whom the City Council would like to hear, this is a great opportunity for the Governing Body to discuss those ideas and direct City staff to issue those invitations and schedule such presentations or reports.

Further, in anticipation of the upcoming City Council and Planning Commission joint work session, ideas of common interest and overlap should be identified for discussion at that public meeting.

Ms. Herring and Mayor Waters led a general discussion of strategic priorities in 2025. No formal action was taken by the Governing Body.

Announcements/Governing Body Comments

No announcements were made.

Executive Session

No Executive Session was held during this meeting.

Adjournment

Motion by Councilmember Harris to adjourn the meeting. Second by Councilmember Hannaman. Motion carried by a 5-0 voice vote. The meeting was adjourned at 7:53 p.m.

APPROVED: _____
David E. Waters, Mayor

ATTEST: _____
Abby Schneweis, City Clerk

**City of Westwood, Kansas
City Council Meeting
February 13, 2025 – 7:00 p.m.**

**Appendix A
Documents Submitted for Public Comment**

My name is Stephen Platt. I live at 4910 Glendale in Westwood Hills. I am a neighbor and have repeatedly appeared before the council meetings to share concerns and facts. I have received no feedback or comment.

The calculation of a TIF Bond was long overdue. Columbia Capital is well known to provide this type of work; however, they acknowledge the assumption may have a material impact on the bond sizing.

In accounting, the principal being Independent and at arm's length is a vital role. Whether it is a vendor, real estate agent, real estate lawyer, or employee; any gifts, tickets, payments, or business dealings need to be scrutinized.

I would like to offer this independent review of the analysis.

Assessed value Assessment Increase assumption –

Although the 1% inflation assumption may seem conservative, the reality is the tax revenue for office buildings has not grown in the past 5 years. The tax revenue for the sum of the 5 large office buildings in Westwood and Mission Woods, all class A buildings, totaling 178,695 square feet of leasable space decreased (1.3 %) last year and decreased (1 .7%) for 5 years from 2020. Just last year, the tax revenue for the 1900 Building in Mission Woods decreased (1.6%) and decreased (2.6%) over the past 5 years.

Removing the increase of the 1% assessed value assumption reduces the TIF revenue by \$600,000.

Assessment Value per square foot base value assumption -

Property taxes are calculated by the County Assessor's office for office space by multiplying an estimated lease rate by the leasable square footage less estimated expenses. A capitalization rate is used to calculate a Total Value Capitalization. This value is then assessed at a 25% rate to arrive at the assessed value (AV).

The Total Value Calculation is stated as price per square foot (PSF) For example, the office building at 1901 W. 47th Place in Westwood has a PSF value of \$124.58. The average for the 5 buildings in Westwood and Mission Woods, all class A buildings, is \$134.23 PSF. The value calculation for the planned development of six commercial buildings modeled in the Columbia Capital memo is \$172.18 PSF. This is 28% higher than the average. Stated otherwise, the assessed value PSF average is only 74% of the estimated assumption.

The calculation is based on leasable space of 1 10,000 square feet for the planned development. The final number could be lower after subtracting space such as corridors, restrooms, and elevators from the calculation. The leasable space of 1900 Building in Mission Woods is 62,556 square feet of the total 87,834 square feet of the building. That's only 71 % of the building square

footage. The average amount of leasable space percentage is consistent for the 5 Westwood and Mission Woods buildings at 70%. Applying this average to the 1 1 5, 156 gross square footage of the planned development means the assumed leasable space is 342% greater than the average. Stated otherwise, the leasable space average is only 78% of the estimated planned development assumption.

What can be expected?

The PSF value and the leasable space have a multiplying effect. The lower averages of 74% PSF value and 78% of leasable space would mean the bond modeling is only 58% of the projected amount.

Adding this shortfall from the estimated assumptions with the questionable growth in tax revenue, means the actual bond revenue may be only half of what is anticipated. That's millions of dollars.

Other considerations -

The land swap gives the developer commercial zoned land at residential land value prices, netting a wonderful gift to the developer from the City for the donation. It is a donation and gift that the City has to sign off, saying no goods or services were received for the donation.

There is another bond involved in this planned development centered on the credit worthiness of the developer. The City is to assist the developer in obtaining an industrial revenue bond (ORB). Little has been discussed about the details of this transaction but the real savings to the builder is the materials and labor for the planned development are sales tax free. Don't we all pay sales tax? It's a favor not all homeowners and builders in Westwood get.

It is a mistake to build a large office complex over the existing park. I ask the Westwood residents to vote NO on the sale of Joe D. Dennis park.

OPEN LETTER TO WESTWOOD, CITY COUNCIL
FEBRUARY 13, 2025
COMMENTS OF BEN W. HOBERT

Mayor Waters and Council members, I have been observing your public relations campaign on the proposed office complex and what you have called a feature park. I think the real feature is the 6 building office complex with 306 parking spaces with only 10 licensed to the city for the park if this plan comes into force and effect.

I have been disturbed by the half truths which the City has distributed. For example, in your Frequently Asked Questions section with respect to the question: "Could Karbank sell the property to someone else?" the answer only addresses the term of the tax increment financing plan of 20 years. There is no discussion of what happens after that period. In fact, after 20 years Karbank can sell all or any portion of the office complex to anyone, without the City's consent. So, KU Med which is always in the market for suitable properties up and down the Rainbow Corridor could buy the entire office complex as its south campus less than 1,000 feet from the former Sprint office complex which it now occupies.

With that event all of the property taxes from the project would go up in smoke for future years. This is quite a gamble on the part of this Council. You have previously bemoaned the fact that there is a disproportionate amount of tax exempt property in the City and now you want to create a realistic risk of more such tax exempt property. And this would be with the added detriment of increased police, fire and ambulance load for the office complex with no tax revenue to support such services from the now tax exempt property. This is a significant risk.

I now provide to your clerk, a Kansas Open Records Act request related to the application of proceeds from the proposed TIF General Obligation Bonds, Series 2026. It should be self explanatory. I request that a full copy of it be included in your record of this meeting.

CITY OF WESTWOOD,

REQUEST FOR RECORD INSPECTION OR COPY
PURSUANT TO OPEN RECORDS ACT K.S.A. 45-215 - 230

ACKNOWLEDGEMENT OF OPEN RECORDS ACT PROVISIONS
(TO BE COMPLETED BY REQUESTOR. PRINT CLEARLY OR TYPE.)

NAME: BEN W. HOBERT

BUSINESS ORGANIZATION: _____

ADDRESS: Z Zep D. PHONE: 49TH ST PHONE: (913) 437-8804

Cc.)éSttDooD MtccS KS 66 ZOS

I hereby acknowledge that I am aware that K.S.A. 45-220 provides: "The requester does not intend to, and will not... use any list of names or addresses contained in. ..the records or information for the purpose of selling or offering for sale any property or service to any person listed or who resides at any address listed; or .. sell, give, or otherwise make available to any person any list of names or addresses.. .derived from the records.. .for the purpose of allowing that person to sell or offer for sale any property or service to any person listed.. ." and that exceptions to open records are stated in K.S.A. 45-221.

Signature

Date

Requested: ___/___/___ Received by: _____
Provided: ___/___/___ Provided by: _____

CHARGES: (TO BE COMPLETED BY RECORDS CUSTODIAN - CHECK ALL THAT APPLY)

- _____ Pre-authorized staff research time @ \$15.00 pr hr _____
- _____ Copies @ \$.50 per page (first 10 pages no charge) _____
- _____ Certified @ \$1.00 per document _____
- _____ Postage @ 1st class rate (C.O.D.) _____
- _____ City of Westwood Zoning Code \$5.00 per copy _____
- _____ City of Westwood Code Book - Actual cost of copying entire book at commercial copying establishment plus 1 hour (\$15.00) fee for _____ employee time. \$ _____

TOTAL COSTS

RECORDS REQUESTED
 (TO BE COMPLETED BY REQUESTOR. USE A SEPARATE REQUEST FOR EACH RECORD.)

Name of Document SEE ATTACHED EXHIBIT A

 _____ Z0 23

_____ Archived (through 12/31/98) & Current: (1/1/99 forward)

Certified ___ Yes ~~X~~ No # of paper copies: _____

E-Mailed *Yes No Electronic copy (if
 available): ~~X~~ @ email b kobzra-232-08CO

Rev. 05/07/07 km

Exhibit A to
CITY OF WESTWOOD,

REQUEST FOR RECORD INSPECTION OR COPY
PURSUANT TO OPEN RECORDS ACT K.S.A. 45-215-230

Please provide a copy of all emails, documents, spreadsheets, memoranda or other documentation of any kind whatsoever constituting a "public record" within the meaning of K.S.A. 45-217 generated after January 1, 2023, concerning, in any manner whatsoever, the specific uses and applications of proceeds from the proposed bond issuance of the City of Westwood, Kansas, TIF General Obligation Bonds, Series 2026, with an approximate bond par amount of \$4,890,000 as set forth in a Memorandum dated January 15, 2025 from Columbia Capital to Leslie Herring, City of Westwood, including, without limitation, the detail as to the amount from such proceeds to be paid to Karbank Holdings, LLC, any entity controlled by any member or members of the Karbank family or any third party engaged either by any Karbank affiliate, any member or members of the Karbank family or the City of Westwood, Kansas which would be a reimbursement, directly or indirectly, pursuant to either or both of the Funding and Exclusive Rights Agreement dated in March, 2023 between Westwood, Kansas and Karbank Holdings, LLC, Sections 7 and 3B and the Westwood, Kansas Ordinance No. 1037 adopted September 14, 2023.

OPEN LETTER TO WESTWOOD CITY COUNCIL

February 13, 2025

(sent by email to all addressees before 1:00 P.M. this date)

From: Bernard Brown, Westwood
resident Office: 4800 Rainbow
Boulevard

RE: Critical information needed by voters *now* relating to the upcoming vote on the sale of Joe D. Dennis Park

TO: Mayor Waters, Council members Buckman, Hannaman, Harris, Steele, and Wimer, and City Attorney Denk

1) In the City's letter of November 8, 2023 (copy attached), in which the City threatened to sue anyone who publicly stated that Joe D. Dennis Park is a park under Kansas law, the City stated that "the City is under contract to convey" the Park (see page 9).

Is the City bound by contract to convey the Park to Karbank regardless of the outcome of the vote?

If not, the City should show us whatever written agreement with Karbank has changed the contract to provide that the City will not be bound to convey the park if the sale is voted down, and show the date of the agreement.

And the City should show us that it will have no liability at all to Karbank if the sale does not pass.

2) The City now admits that the public statute, K.S.A. 12-1301 (copy attached), applies here, and that law gave Westwood citizens the right to protest and obtain a vote on any "proposal" to sell the Park "before" the City sold the park. Yet the City's November 8, 2023 letter focused on how the City was already bound by then, "under contract", to convey the Park to Karbank. Assuming that was true, it certainly appears to my eyes that the contract violated K.S.A. 12-1301 by binding the City to convey the Park to Karbank, without even including any "escape clause" or other provision allowing the citizens to protest and obtain a vote that could prevent the sale.

Does the City agree that its contract with Karbank to sell the Park violated K.S.A. 12-1301? If not, please explain how it did not.

3) Parks are like a city's "family jewels", and K.S.A. 12-1301 protects them from quick sales by passing city administrations by requiring that citizens can obtain a city-wide vote before a park can be sold. In addition, this City Council has said that this Park sale proposal will shape Westwood for the next 50 years. And Mayor Waters is a real estate and

development attorney, and Karbank is surely expert on the law on real estate and development matters.

Why did the Mayor, Council, and Karbank *not* include provisions in the contract from the beginning that would allow citizens to protest and obtain a vote *before* any proposal for sale of the Park would be final and binding?

Why did the City fight -- with threats to sue citizens to silence them, claims that the Park was not a park under Kansas law, claims that it "could not" hold an election, and with an expensive lawsuit -- to prevent any public vote on the Park sale?

OPEN LETTER TO WESTWOOD CITY COUNCIL

February 13, 2025

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Item A. Section V, Item

4) The City's threat in its letter of November 8, 2023, to sue any citizen who publicly stated that Joe D. Dennis Park is a park under Kansas law, fairly smashed citizens' First Amendment rights, as was set out in detail in the letter of December 7, 2023 to the City by the Kansas Justice Institute (copy attached). The City's threat scared citizens who opposed the Park sale into silence, as shown in the Kansas City Star article of December 6, 2023 (copy attached). I am an experienced attorney, and neither I nor any other attorney I have spoken with has ever heard of a city daring to threaten to sue its citizens for publicly questioning the city's conduct. It was all the worse here that the City threatened citizens for *truthfully* stating that the Park is a park under Kansas law, and that the City was violating that law. In the United States citizens are *free* to criticize – they are *encouraged* to criticize – the conduct of government entities, without fear of any consequences or being sued. The KJI demanded that the City immediately and publicly withdraw the threat, and end the practice of making such threats. I repeatedly stood in front of this Council at Council meetings voicing my outrage at this threat – which obviously applied to me, too, for my own public statements – and demanding that the City publicly withdraw the threat, clearly apologize, and state that it would make any such threats in the future.

Yet the City never responded to the KJI letter or to me. It kept the threat out there, and then *also* threatened my sister, Rebecca Brown, with potential damages it calculated of over \$8 million, for “malicious prosecution”, just because she dared to (very successfully) challenge the City's lawsuit that sought to avoid any vote.

Only long after the damage was done, and after finally admitting that the Park is indeed a park under the law (so that the threat was no longer needed), and admitting that it can indeed accept the citizens' protests, and that it can indeed hold a vote, and losing on appeal, did the City finally do one very quiet thing that almost no one would have noticed or understood: On December 12, 2024, on the last page of a City Resolution (copy attached), it inserted:

“**SECTION 6:** The Governing Body hereby retracts that certain letter dated November 8, 2023, from McAnany, Van Cleave & Phillips, P.A., to Mr. Todd Hauser of Bushyhead, LLC, regarding ‘Objection to sale of 5000 Rainbow’.”

Will the City publicly respond to the KJI letter?

Will the City publicly apologize for having made this threat?

Will the City promise not to make similar threats in the future?

5) The Council has treated the issue of disclosure of any possible conflicts of interest of Mayor Waters or other Council members or Planning Commission members as having been resolved. It certainly is not, in my view.

After repeated evasions and refusals to answer by Mayor Waters, here is where things stand:

Bernard Brown asked in an email to Waters 9-15-23: “I am asking if your law firm, Spencer Fane, represents or does any work for Karbank or any of its principals, or has any other financial or business ties with Karbank or its principals. . . . I would ask also if you or your family members have any financial or business ties with Karbank or its principals.”

OPEN LETTER TO WESTWOOD CITY COUNCIL

February 13, 2025

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Item A. Section V, Item

Waters' second email back to Brown, on October 12, 2023, finally responded only in part to those questions, saying: "I am not employed by Karbank. My law firm does not and has not represented the Karbank family of businesses, whether in regard to matters in Westwood or any other matters. I have not received any compensation or gifts from Karbank, nor do I have any financial interests in Karbank."

That does *not* fully answer those questions, or clear up whether Mayor Waters may have possible conflicts.

By stark contrast, Vice-Chair of the Planning Commission, Kevin Breer, stated publicly at the 9-11-23 meeting that he is a real estate and development attorney like the Mayor, and that he (Breer) emphatically has no ties with Karbank whatsoever. *That* is a forthright statement about possible conflicts.


Likewise, Councilmember Andrew Buckman forthrightly stated in an email to me on 10-12-23: "I do not have any affiliation currently, in the past, or in the future with Karbank . . . I don't even work in an industry that would suggest any conflict of interest or mutual business interest. I have no personal ties, no family ties to anyone affiliated with Karbank."

Will Mayor Waters, and Council members Hannaman, Harris, Steele, and Wimer, give simple, clear public statements about whether they have any business, professional, or personal ties with Karbank whatsoever that could raise any question of a possible conflict of interest – and spell out any ties that may raise a question?

Please respond publicly to each of these questions, one at a time if necessary, as soon as reasonably possible. With time of the essence before the upcoming vote, please respond to them verbally in this evening's City Council meeting. If you take the position that there are any of these questions to which you can't respond this evening, please say why, and when you will publicly respond. And please post public answers in writing as soon as possible.

The voters of Westwood have a strong need for, and a right to, this information, and well in advance of the beginning of the voting. If you do not provide prompt and full answers, you can understand that we will then believe that any answers that you would have to give would look bad for the City and for its position on this sale of the Park to Karbank.

Sincerely,



Bernard Brown



mvplaw.com

McAnany, Van Cleave & Phillips, P.A.
10 East Cambridge Circle Dr.
Suite 300
Kansas City, KS 66103
913.371.3838 Phone
913.371.4722 Fax

November 8, 2023

Mr. Todd Hauser
Bushyhead, LLC
315 SE Main Street
Lee's Summit, MO 64063

Re: Objection to sale of 5000 Rainbow
MVP File No. 4637.14

Mr. Hauser,

I believe that you are aware that I serve as the City Attorney for the City of Westwood, Kansas. This correspondence responds to your correspondence dated October 12 and 19, 2023 asserting an objection to the sale of City property located at 5000 Rainbow due to alleged non-compliance with K.S.A. 12-1301. Simply stated, your objection is without merit, and the City is prepared to take such legal action against you and/or your clients as may be necessary to protect its title and its contractual relationships.

I. Facts Relating to the 5000 Rainbow Property.

The four parcels upon which 5000 Rainbow is situated include Lots 1, 2 and 3, Block 1 of the Swatzell Addition, and an unplatted lot spanning the rear of these three lots to the South ("5000 Property" also includes 5010 Rainbow). The 5000 Property was conveyed in 1969 by Warranty Deed from Fred D. and Bessie Ellis to the City of Westwood. The Deed conveyed the property in fee simple absolute subject only to easements, reservations and covenants of record. There was no express dedication of the 5000 Property to any particular public purpose – i.e. park or other – within the Deed. The referenced consideration within the Deed for the conveyance was "ten dollars and other valuable consideration." As I'm sure you are aware, this is a common recitation and as discussed below does not represent the actual consideration paid for the property. As described below, this is not the actual purchase price for the property. The Deed does not purport to be a donation, nor is there any indication that the transaction was not an arms-length transaction.

The Swatzell Addition plat was filed with the Johnson County Register of Deeds on April 5, 1928 ("Swatzell Plat"). The only restrictions on the properties included within the Swatzell Plat, Block One are stated on the Plat itself. These restrictions only purported to restrict the property for a period of twenty years. None of the restrictions restricted the use of the 5000 Property to public or park use. The only dedication of public property on the Swatzell Plat is stated, "The undersigned . . . hereby dedicates the streets shown on this plat to the public use

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forever.” The 5000 Property was not dedicated to any public use. The unplatted lot to the South of Lots 1-3 which currently forms part of 5000 Rainbow was excepted from the platted area.

A first title report was requested by the City in 2022 to determine whether there were any restrictions as to conveyance or use of 5000 Rainbow. This title report was at City expense with an effective date of September 18, 2022. The report concludes that the City holds fee simple title to the property. The only restrictions as to use noted in the report were the restrictions discussed above on the original plat which have expired.

A second title report was issued by First American Title with a commitment date of June 23, 2023, related to both 5000 Rainbow and 5050 Rainbow (former Christian Church site). The title report again reflects that the City holds both properties in fee simple. Relative to the acts required by the City for the issuance of title insurance the report only identifies, “Furnish a proper resolution authorizing the proposed transaction and identifying the parties authorized to execute instruments necessary to close this transaction.” Restrictions as to use of the property as noted on the title report identify the above referenced restrictions stated on the 1928 plat which have expired. The report additionally identifies covenants and restrictions filed in 1939, however, an examination of those restrictions reflect that they do not restrict the property located at 5000 Rainbow and only restricts use of property for 25 years. None of the covenants and restrictions purport to restrict 5000 Rainbow to any public use including park use. Nothing on the title report reflects that the 5000 Rainbow property was ever dedicated or restricted to park use. The only suggestion of a public use of the 5000 Property is the fact that the Property was purchased by the City in fee simple absolute, without restriction, in 1969.

I did attempt to track the conveyance history of the properties through deed searches on AIMS. The conveyance history of the platted lots within 5000 Rainbow reflects that the entirety of Swatzell Addition, Block One, including Lots 1-3 were conveyed as follows. In 1939 from Bertie Swatzell to John A. Swatzell (Bertie was John’s sister-in-law). In 1955 from Jack (presumably John A.) C. and Edna Ann Swatzell to Ruth Hutchings. In 1957 from Frank E. and Ruth Hutchings to T.M. Tank in fee simple. In 1961 from P.M. Tank to Frank E. and Ruth Hutchings in fee simple. In 1961 from Frank E. and Ruth Hutchings to Fred D. and Bessie Mae Ellis in 1961 in fee simple. In 1969 from the Ellis’ to the City in fee simple. In short, prior to the City’s purchase, these lots were subject to private use and development and in fact were platted for residential use.

The conveyance history of the unplatted lot is more difficult to track as AIMS seemingly groups deeds from numerous unplatted lots which are wholly unrelated to this parcel. That said, we at least know that it was conveyed from John and Bertie Swatzell in 1931 to Mike and Mary Pavlich for \$1,000 and that the property was subsequently conveyed by the Ellis’ in the same deed as conveyance of Lots 1-3 Swatzell Addition in 1969 to the City.

KORA requests submitted to the City in the last couple of weeks reveal the following information relative to the 5000 Rainbow property acquisition and use.

- Minutes from July 11, 1968, Meeting. Councilmember Keller presented the “possibility” of purchasing property at 50th and Rainbow. States “He introduced

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representatives from Westwood Christian Church and Westwood View School. Discussion followed in view of cooperation with school and church on building a City Hall and swimming pool at this location.” Goes on to state “Mr. Keller instructed Mr. Glenn Myers to check with the following cities: Mission, Fairway, Merriam and Roeland Park on cost of building, size and maintenance of swimming pool.” City Attorney was directed to get an appraisal on land and property at 50th and Rainbow.

- Minutes from November 14, 1968, Meeting. Approved motion to have Mayor “sign contract when Mr. and Mrs. Fred Ellis execute the contract for sale of property located 50th and Rainbow and down payment of \$5,000.00 be held in escrow at the Johnson County National Bank until a complete abstract of title has been received.”
- Minutes from January 9, 1969, Meeting. Note that the City Attorney stated the abstract of title of property located at 5010 Rainbow was clear and recommended money being held in escrow be paid to Mr. and Mrs. Fred Ellis in the amount of \$4,000 be paid. Approved by Council. Discussion at the meeting centered around construction of city hall.

These minutes reflect several important facts relative to your challenge. First, there is clear evidence that the City paid fair market value for the property. The City obtained an appraisal prior to purchase. It appears that the City paid \$4,000 for acquisition of the Property, which inflation adjusted to today, is not an insignificant amount of money. Without question, the property was not donated or gifted to the City. There was a negotiated sale. Second, the use of 5000 Rainbow as contemplated at the time of sale did not include use of the property as an open space park. Discussion centered around construction of a city hall and possibly a pool, neither of which uses ever materialized. Finally, the motion on November 14, 1968 required the obtaining of an abstract of title for the Property. This clearly suggests that the City intended to receive – and did receive - fee simple, clear title to the property.

II. Discussion.

A. Objection.

The objection raised by you is that sale of the 5000 Rainbow property fails to comply with K.S.A. §12-1301 which provides as follows:

12-1301. Land for park purposes; sales or exchanges in connection with parks; use of moneys; notice; protest; election; validation of prior sales and conveyances. Any city may acquire by purchase, or lease or may take options upon, land within or without the limits of said city to be used as a public park for the use and benefit of the people of said city. Any city may trade or exchange any public park, public square or market square which it may own, or any portion thereof, for other land to be used for similar purposes, or may sell the same. Any such sale heretofore made is hereby confirmed, legalized and declared to be a valid sale and conveyance. Before making any such trade or exchange or sale, the city shall first

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publish notice of such proposal in the official city paper once each week for two consecutive weeks upon the same day of the week and, if within thirty (30) days from the date of the last publication there has not been filed with the city clerk of such city a protest signed by qualified electors of such city equal in number to not less than ten percent (10%) of the electors who voted at the last preceding regular city election as shown by the poll books, such city may make such sale, trade or exchange.

In the event such a petition is filed with the city clerk within the time prescribed above no such sale, trade or exchange shall be made until the governing body shall be instructed so to do by a majority of all the votes cast on this proposition at a regular or special election. Any election required as herein provided shall be called and held as provided by law for bond elections.

It is worth noting that this statute was adopted within the same Act as K.S.A. §12-1302 which relates to the bonding of costs associated with the acquisition of land for park purposes. That statute requires a popular vote authorizing the land acquisition. This fact is relevant when reviewing the first sentence of K.S.A. § 12-1301 which provides that, “Any city may acquire by purchase, or lease or may take options upon, land within or without the limits of said city *to be used as a public park* for the use and benefit of the people of said city.” (Emphasis added).

The second sentence of K.S.A. §12-1301 is the operative sentence in your objection. It provides that, “Any city may trade or exchange any public park, public square or market square which it may own, or any portion thereof, for other land to be used for similar purposes, or may sell the same.” Note the difference of the verbiage in this sentence from the first sentence of the statute. The first sentence references “use” as a park. This second sentence references a “public park.” Your correspondence of October 19th simply ignores this variation in the language of the statute and argues that mere use alone restricts sale of the Property despite the fact that such argument is not borne out in the actual language of the statute.

Moreover, K.S.A. §12-1301 must be read together with K.S.A. §12-1303 and §12-1304. As to K.S.A. §12-1303, that allows cities to levy a “park tax” for the purpose of maintaining “such parks” as acquired under the auspices of K.S.A. 12-1301 et seq. K.S.A. 12-1304 continues:

City parks *so established* [that is, pursuant to K.S.A. 12-1301 et seq.] shall be under the control of the governing body of said cities, who shall provide for the establishing and care of the same *out of the funds raised as aforesaid* [that is, out of bond proceeds and/or a park tax], and shall make suitable regulations for the care and government of *such* parks. (Emphasis added).

In the present case, the factual record that we have from the time the 5000 Rainbow property was acquired reflects that: (1) bond proceeds weren’t utilized for the acquisition; (2) the land wasn’t purchased with the intent to commit it to its present use as a park; and (3) the City has never levied a “park tax” as to this property.

B. Requirement of Dedication for Park Purposes.

In order for real property to be deemed a “public park” for purposes of K.S.A. § 12-1301, such property must have either been acquired pursuant to the provisions of K.S.A. 12-1301 *et seq.* or, as provided in K.S.A. § 12-1301, the property must have otherwise been acquired by the City for “for the use and benefit of the people of said city.” This quoted language is of the utmost importance because it requires that the property have been legally “dedicated” as a park. Dedication is a term of art under Kansas law. “A dedication is an offer by the owner of land to devote the property to public use, manifesting an intention that the land shall be accepted and used presently or in the future. The owner’s intent to dedicate and the public’s acceptance thereof are essential elements of a complete dedication.” *Wagon Wheel Landowners Ass’n v. Wallace*, 17 Kan. App. 2d 395, 399 (1992). Note that this definition language for dedication essentially mirrors the language of K.S.A. § 12-1301.

Dedication may be by statute, deed or common law. *Id.* The party asserting that public land has been dedicated for public use bears the burden of proof and must show: (1) an intent by the property owner to dedicate the land for such use; and (2) acceptance by the public. *Carlson v. Burkhardt*, 271 Kan. 856, 862 (Kan. 2001). Failure to prove either of the elements is fatal to the party asserting implied dedication. *Id.*

1. Statutory Dedication.

The issue of such acts as are necessary for the dedication of land for park purposes was considered in *Cooper v. City of Great Bend*, 200 Kan. 590 (1968). In that case, the Kansas Supreme Court considered the issue of whether a park in Great Bend Kansas had been dedicated for public park purposes. The Court recognized that a public park may be dedicated in two ways. First is by formal dedication. The methodology of formal dedication includes dedication on the initial land grant or dedication via plat or recognition of dedication by subsequent plat. This methodology of dedication was recognized by citation to K.S.A. § 12-401. This statute provides as follows:

12-401. Cities of second and third classes and towns; abstracts; form and contents of plat; approval by county or city attorney. Before any proprietor or proprietors of any proposed city of the second or third class or of any town, or of any proposed addition to any such city or town shall record the plat of such proposed city, town or addition, he or she shall furnish to the county attorney of the county in which such proposed city or town is located, or the city attorney and governing body in case of a proposed addition, an abstract of title and the plat to the land which is to be incorporated into such city, town or addition. Such county attorney, in case of any proposed city or town, or such city attorney and governing body in case of a proposed addition, after examination duly made, shall approve or disapprove said plat. Such city attorney, and governing body in case of any proposed addition to any town or city may require the streets and alleys, therein shown, to be as wide as, and to be conterminous with, the streets and alleys, of that part of the city or town to which it adjoins.

The plat shall accurately and particularly set forth and describe: First, all the parcels of ground within such city or town or addition reserved for public purposes, by their boundaries, course and extent whether they be intended for avenues, streets, lanes, alleys, commons, parks or other uses; and, second, all lots intended for sale, by numbers, and their precise length and width. (Emphasis added).

In addition to the *Cooper* case’s recognition of the procedure through dedication by plat to a particular purpose, this recognition was also made by the Attorney General in A.G. Op. 84-83, which found that a proper statutory dedication requires a plat to designate the public “uses therein named, expressed or intended, and for no other use or purpose.”

The *Cooper* case then cites to K.S.A. § 12-406 for additional authority and support. This statute states as follows:

12-406. Maps and plats sufficient to vest title of lands conveyed for public use in city; effect of recordation. *Such maps and plats of such cities and towns, and additions, made, acknowledged, certified, filed and recorded with the register, shall be a sufficient conveyance to vest the fee of such parcels of land as are therein expressed, named or intended for public uses in the city, in trust and for the uses therein named, expressed or intended, and for no other use or purpose.* The recording of such map or plat shall not constitute a conveyance of any interest in the oil, gas and other minerals underlying the avenues, streets, lanes, alleys and other parcels therein named or intended for public uses. The provisions of this act shall apply to all maps or plats, heretofore or hereafter made, acknowledged, certified, filed and recorded with any such register. Nothing herein contained shall be construed as granting any right to enter upon the surface of such parcels of land for purposes of exploring for or the extraction of such minerals, or in any other manner to interfere with the public uses named in such maps, plats and additions. (Emphasis added).

Prior to the 1984 amendment, K.S.A. § 12-406 vested title in all statutorily dedicated land located within a city in the county while the control and use of the property rested with the city. *See* Kan. A.G. Op. 83-146. Once a public use was established by statutory dedication, the county “forever afterward” held the property in trust for the specified use. *Id.* Accordingly, a city didn’t “own” public property acquired by statutory dedication and could not sell the same. *Id.*

In 1984, this construct was fundamentally altered by the passage of K.S.A. 12-406a which provides,

12-406a. Fees to certain land held by county transferred to city. On the effective date of this act, the fee to any parcel of land intended for public use in cities of the first, second and third classes *which is held in trust by the county* is hereby transferred and conveyed to the city in which such property is located. The city shall hold the fee to such parcels of land intended for public use in the city in trust

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and for the uses therein named, expressed or intended and for no other use or purpose. (Emphasis added).

In the *Great Bend* case there was such a legal dedication of land. Therefore, the Court restricted the use of the property to park uses. In the case at bar, there was no statutory dedication on the original plat of the 5000 Rainbow property to any public use, much less the specific public use of a park. As no statutory dedication occurred, the City should be unbound by the aforementioned statutory requirements to hold the property in trust and to be used for the exclusive purpose of a park.

2. Dedication by Deed.

In addition to the statutory process for dedication, dedication can be effectuated by a deed of dedication to a local government. As you no doubt are aware, there was no such deed of dedication involving 5000 Rainbow. The deed of conveyance from the Ellis' to the City in 1969 fails to specify that the 5000 Rainbow property is to be committed to any public purpose much less restricted to the specific public purpose of a park. As expressed in A.G. Op. 84-83, the failure of a deed of conveyance to a City to express the "purpose or use for which the land is conveyed" results in the failure of the creation of a dedication by deed.

3. Common Law Dedication.

The third method of possible dedication is by common law. In evaluating whether a common law dedication occurred, it is first important to define what constitutes a dedication at common law. Although not specifically so defined in Kansas, the great weight of authority defines a common law dedication as an *uncompensated transfer of private property to public use*. See *Mikkelsen v. Hansen*, 31 Cal. App. 5th 170 (2019) (Defining a dedication as an uncompensated transfer of an interest in private property to the public); *McNaughton v. Chartier*, 977 N.W. 2d 1 (Iowa, 2022) (The very essence of a dedication of an interest in private property to the public is that there is no compensation to the dedicator); *Nelson v. Garber*, 960 N.W. 2d 340 (S.D. 2021) (By its very nature, "dedication" is to appropriate and set apart one's private property to some public use); *EPG Assoc. v. Cascadilla School*, 194 A.D. 3d 1158 (Sup. Ct. 3rd Dist. 2021) (Dedication is essentially a gift by a private owner of real property to the public); *Becker v. Burleigh County*, 924 N.W.2d 393 (N.D. 2019); *Zito Media, L.P. v. Haggerty*, 320 F. Supp. 3d 630 (M.D. Pa. 2018) (Same); *Haven Chapel UMC v. Leebron*, 496 S.W. 3d 893 (Tx. Ct. App. 2016); *Favre v. Jourdan River Estates*, 148 So. 3d 361 (Ga. 2014) (Same). By this definition, the acquisition of the 5000 Rainbow property was not a dedication for two reasons. First, the transfer was not uncompensated. The City paid \$4,000 for the property in 1969. Prior to acquisition of the property, the City obtained an appraisal. Second, the only transfer of the 5000 Property from private property to public use was in 1969. At that time, the property was not intended to be used, nor was it actually being used for open park space.

It should additionally be noted that the ownership of the 5000 Rainbow property does not have the hallmarks of a common law dedication. Statutory dedication as contrasted with common law dedication is distinguished by the fact that a statutory dedication is a conveyance of the fee title to the property whereas a common law dedication only bestows an easement to use the

property. Am. Jur. 2d, Dedication § 3. Here, there is no question that the City owns the fee simple title to the property.

4. Kansas Home Rules and Statutory Powers as to Property.

The City’s ownership of fee title in the absence of a statutory dedication also establishes the City’s right to freely assign the property under the Home Rule Amendment to the Kansas Constitution and the attendant enactment of K.S.A. § 12-101. This statute provides as follows:

12-101. Corporate powers; home rule of local affairs and government.

Article 12, section 5 of the constitution of Kansas empowers cities to determine their local affairs and government by ordinance and enables the legislature to enact laws governing cities. Each city being a body corporate and politic, may among other powers —

. . .

***Second.* Purchase or receive, by bequest or gift, and hold, real and personal property for the use of the city.**

***Third.* Sell and convey any real or personal estate owned by the city, and make such order respecting the same as may be deemed conducive to the interests of the city, and to provide for the improvement, regulation and government of the same.**

***Fourth.* Make all contracts and do all other acts in relation to the property and concerns of the city necessary to the exercise of its corporate or administrative powers.**

. . .

***Sixth.* Exercise such other and further powers as may be conferred by the constitution or statutes of this state. (Emphasis added).**

The right to freely buy and sell real property as provided above is inconsistent with a common law dedication. As cited above, common law dedication only grants an easement to use land for the specific public purpose to which the property is committed. As the City owns fee title to the property, it constitutes a proper exercise of Home Rule and K.S.A. § 12-101 for the City to sell the 5000 Rainbow property at its discretion. Additionally, K.S.A. § 12-101 flies in the face of your argument within your October 19, 2023 correspondence that it is “how the land is used, not how the land appears in a title report.” If your argument was true, then a City could never acquire land, commit it to a use and then sell it. It would be dedicated and committed forever to such public use. Clearly, the express statutory right to “Sell and convey any real or personal estate owned by the city” makes clear that your “use” argument is wholly without merit.

5. Abandonment.

Finally, under the specific facts relating to the acquisition of 5000 Rainbow, the City can vacate any use to which the property is committed. Where an absolute fee interest has been dedicated, public use of the property may cease or the land may be devoted to a different use without any impairment of the title acquired, absent fraud or bad faith at the time of the original conveyance. Am. Jur. 2d Dedication §63. Here, the City holds absolute fee title to the property and is free to convey the Property.

III. Slander of Title and Legal Claims of the City.

The last subject of this correspondence relates to the cloud on title which you and your clients have placed upon the City's ability to convey the property. As I'm certain that you are aware, the mere assertion of your objection, no matter how meritless, creates the threat of a claim or legal proceeding which impairs the title of the City. As you are aware, the City is under contract to convey 5000 Rainbow. Your objection interferes with the City's ability to meet its contractual obligations. As such, please be advised, that should you or your clients proceed further in this matter, the City reserves its rights to pursue legal claims against you and your clients for slander of title and tortious interference with the contractual relationships of the City.

Notably, you have failed to identify any of your clients. My understanding is that you have continued to do so upon direct inquiry. To the extent you refuse to identify your clients, then the City's rights and remedies would necessarily have to be exercised against you.

Your clients may or may not be Westwood residents as you state. Obviously, those who are not Westwood residents would have no legal right to vote in any election held pursuant to K.S.A. §12-1301 and accordingly have no basis or cause to object to the proposed sale on the grounds of non-compliance with K.S.A. §12-1301. Therefore, clearly such non-resident's assertion of your present objection is not in fact motivated by a desire to force an exercise of their rights as qualified electors of the City of Westwood to vote on disposition of the 5000 Property. Rather, their motive can only be the improper and illegal motive of slandering the title of the City and tortiously interfering with the City's contractual relations, all in an attempt to prevent development of the site at any and all costs. You have utterly failed to demonstrate that your clients have any legal standing to assert the objection which you raise.

The City trusts that you understand, and have advised your clients, that their actions may also result in claims from the Karbank group of companies and/or the Shawnee Mission School District. However, we assert no claims here on their behalf.

Accordingly, the City hereby demands that you and your clients immediately and formally withdraw any claims or demands related to K.S.A. §12-1301, and furthermore cease in publishing your and their continued slandering of the City's title (whether through web sites, Facebook posts, door-to-door, or electioneering, as occurred in front of City Hall yesterday, during voting hours), and cease in further tortiously interfering with the City's contractual relationships. The City expects to receive such a response from you by no later than **Wednesday, November 15, 2023.**

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We hope that further action by the City will not be required in this matter, but your and your clients' refusal to comply with the terms of this letter will leave the City with no other choice. If upon receipt and review of this correspondence you have any questions or comments, please feel free to contact me.

Sincerely,



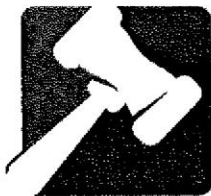
Ryan B. Denk,
City Attorney

Cc: David E. Waters, Mayor
Leslie Herring, City Administrator

12-1301. Land for park purposes; sales or exchanges in connection with parks; use of moneys; notice; protest; election; validation of prior sales and conveyances. Any city may acquire by purchase, or lease or may take options upon, land within or without the limits of said city to be used as a public park for the use and benefit of the people of said city. Any city may trade or exchange any public park, public square or market square which it may own, or any portion thereof, for other land to be used for similar purposes, or may sell the same. Any such sale heretofore made is hereby confirmed, legalized and declared to be a valid sale and conveyance. **Before** making any such trade or exchange or sale, the city shall **first** publish notice of **such proposal** in the official city paper once each week for two consecutive weeks upon the same day of the week and, if within thirty (30) days from the date of the last publication there has not been filed with the city clerk of such city a protest signed by qualified electors of such city equal in number to not less than ten percent (10%) of the electors who voted at the last preceding regular city election as shown by the poll books, such city may make such sale, trade or exchange.

In the event such a petition is filed with the city clerk within the time prescribed above **no such sale, trade or exchange shall be made until the governing body shall be instructed so to do by a majority of all the votes cast on this proposition at a regular or special election.** Any election required as herein provided shall be called and held as provided by law for bond elections.

(highlights and bold text font have been added to the statute language, above)



KANSAS JUSTICE INSTITUTE

December 7, 2023

Sent via Electronic Mail Only

Ryan B. Denk
 City Attorney, City of Westwood, Kansas
 10 East Cambridge Circle Dr., Suite 300
 Kansas City, Kansas 66103

Dear Mr. Denk,

Kansas Justice Institute (KJI) is a nonprofit, *pro bono*, public-interest litigation firm committed to upholding constitutional freedoms, protecting individual liberty, and defending against government overreach and abuse.

It has recently come to our attention that the City of Westwood sent a cease-and-desist letter on November 8, 2023,¹ involving objections to the proposed development of a public park.²

In our view, the City of Westwood's letter is heavy-handed, unacceptable, and antithetical to the First Amendment. Accordingly, as to those portions of the letter that implicate the First Amendment, they should be immediately—and publicly—withdrawn.³ Further, to the extent this approach is Westwood's policy and practice, it should likewise end, immediately.

Under well-established First Amendment principles, the City of Westwood cannot credibly argue it has a valid claim for tortious interference or slander of title against those who object to the proposed development of the park.

To begin with, those individuals who object to the sale of the park are speaking on matters of public concern. After all, the speech involves a matter of “political, social, or other concern to the community,” and it is “a subject of legitimate news interest.” *Snyder v. Phelps*, 562 U.S. 443, 453 (2011) (cleaned up). *E.g.*, Eric Adler, *Johnson County city threatens to sue its own residents who are fighting office complex*, Kansas City Star (December 6, 2023);⁴ Juliana Garcia, *Westwood approves widely-criticized plan to demolish the city's largest park to build offices*, KCUR 89.3 (Oct. 14, 2023);⁵ Sydnie Savage, *Westwood advances plan to turn city park into office space*, Fox4 (Oct. 13,

¹ Attached here as Addendum A.

² If you feel anything in this letter is inaccurate, or we have misunderstood the situation, please advise immediately. Please set forth the accurate facts.

³ The First Amendment questions are a separate and distinct analysis.

⁴ Available here: <https://www.kansascity.com/news/politics-government/article282667853.html>

⁵ Available here: <https://www.kcur.org/housing-development-section/2023-10-14/westwood-approves-widely-criticized-plan-to-demolish-the-citys-largest-park-to-build-offices>

2023);⁶ Juliana Garcia, *Westwood neighbors push back on tall, colorful Rainbow Boulevard project*, Shawnee Mission Post (Aug. 16, 2023).⁷

Speaking on matters of public concern is, of course, “at the heart of the First Amendment’s protection” and “entitled to special protection.” *Snyder*, 562 U.S. at 451-52 (cleaned up). That is because the First Amendment “reflects a profound national commitment to the principle that debate on public issues should be uninhibited, robust, and wide-open.” *Id.* at 451-52.

The First Amendment’s protections are *so* robust, they apply as a defense to the very types of torts claims you have threatened to bring. *E.g.*, *Snyder*, 562 U.S. at 450 (First Amendment defense to intentional infliction of emotional distress, intrusion upon seclusion, and civil conspiracy); *N.A.A.C.P. v. Claiborne Hardware Co.*, 458 U.S. 886, 891-92 (1982) (First Amendment defense to malicious interference with business, statutory prohibition on secondary boycotts, state anti-trust, and conspiracy); *Jefferson Cnty. Sch. Dist. No. R-1 v. Moody's Investor's Servs., Inc.*, 175 F.3d 848, 852 (10th Cir. 1999) (First Amendment defense to intentional interference with business relations, intentional interference with contract, and publication of an injurious falsehood); *Cousins v. Goodier*, 283 A.3d 1140, 1144 (Del. 2022) (First Amendment defense to defamation and tortious interference with employment agreement); *City of Keene v. Cleaveland*, 167 N.H. 731, 741 (2015) (First Amendment defense to tortious interference with contractual relationship, negligence, and conspiracy); *King v. Levin*, 184 Ill. App. 3d 557, 568 (1989) (First Amendment defense to tortious interference with prospective economic advantage).

Moreover, the City of Westwood would need to prove “actual malice,” *Jefferson Cnty. Sch. Dist. No. R-1*, 175 F.3d at 852, “that is, with knowledge that [the statement] was false or with reckless disregard of whether it was false or not,” *New York Times v. Sullivan*, 376 US 254, 280 (1964). The City of Westwood could not possibly meet that incredibly high burden, especially considering it is an open question of statutory interpretation whether K.S.A. § 12-1301 applies to the sale of all parkland or just to parkland purchased with a park bond or containing a deed restriction.

Furthermore, even without the “special protection” provided by the First Amendment, the City of Westwood could not possibly prove the elements of either slander of title or tortious interference. Both claims require a showing that the allegedly tortious statements lacked a reasonable justification. *See Dickens v. Snodgrass, Dunlap & Co.*, 255 Kan. 164, 168-69 (1994); *Saddlewood Downs, L.L.C. v. Holland Corp.*, 33 Kan. App. 2d 185, 196 (2004). Quite simply, asserting a good-faith argument about an open question of law (such as the interpretation of K.S.A. § 12-1301) is a sufficient justification and could not constitute slander of title or tortious interference.

Nor is the City’s threatened legal action justified by the warning that some residents might petition the Courts for a writ of mandamus compelling the City to comply with § 12-1301. The

⁶ Available here: <https://fox4kc.com/business/westwood-advances-plan-to-turn-city-park-into-office-space/>

⁷ Available here: <https://shawneemissionpost.com/2023/08/16/westwood-rainbow-development-209817/>

First Amendment right to petition the government for a redress of grievances guarantees the right to petition the City Council itself, (such as by sending letters demanding that the City follow § 12-1301) or to petition the Courts for a writ of mandamus. *See CSMN Invs., LLC v. Cordillera Metro. Dist.*, 956 F.3d 1276 (10th Cir. 2020) (opponents of a rezoning and development plan who brought unsuccessful state-law challenges to the plan are immune from liability unless their court petition was a sham). The City of Westwood may not threaten legal action against those who have brought good-faith petitions to the City Council, or where the City is warned of future good-faith petitions to the Courts.

Put differently, it doesn't matter much at all who has the correct reading of the statute—what matters is the City of Westwood may not threaten to sue for disagreeing with its statutory analysis.

For substantially similar reasons, Westwood's letter also implicates the First Amendment Right to Free Association; Kansas Const. Bill of Rights Sections 1, 3, 11, 18, and 20; and Kansas' Anti-SLAPP statute, K.S.A. § 60-5320.

Please immediately advise whether the City of Westwood intends to pursue its purported claims for tortious interference and slander of title against opponents of the park redevelopment. We look forward to your response.



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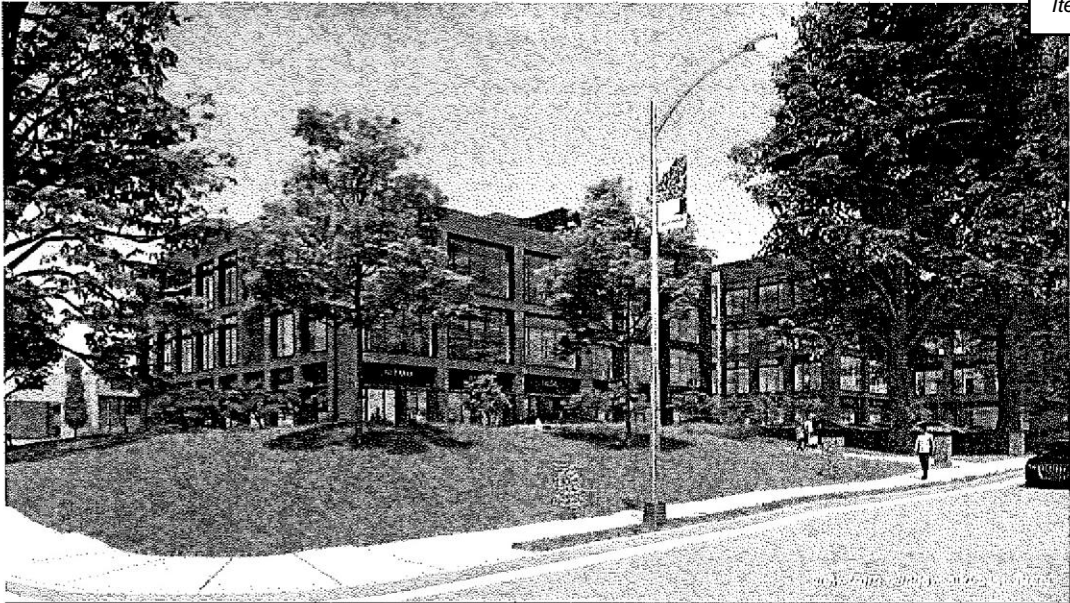
REALITY★CHECK

Johnson County city threatens to sue its own residents who are fighting office complex

BY ERIC ADLER

UPDATED DECEMBER 06, 2023 11:05 AM





A rendering of the Karbank office and retail development proposed for Westwood, at Rainbow Boulevard and 51st Street. *Perspective Architecture + Design*



Only have a minute? Listen instead
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Reality Check is a Star series holding those in power to account and shining a light on their decisions. Have a suggestion for a future story? Email realitycheck@kcstar.com.

In the Johnson County suburb of Westwood, the saying “You can’t fight City Hall” might have an added caveat.

Residents are welcome to fight, but a few who have persisted in their attempt to block a four-building office and retail development received a letter from the Westwood city attorney threatening to sue them.

The result in Westwood, a sylvan town of 1,850 people just west of Kansas City, is that a small but resolute group of neighbors say they have been “cowed” and “bullied” into silence and, for some, anonymity in the press, out of fear of being sued by their local government.

Westwood’s mayor, David E. Waters, told The Star that the city’s threat of legal action came only in response to the residents’ own initial threat of litigation to challenge the development.

“As of today,” he said in an email, “no such legal actions have been taken by any parties in this matter, and it is certainly our hope and expectation that there will be none.”

The city's threat, however, now has some residents exploring the possibility of suing the city, saying it suppressed their constitutional right to free speech.

"I, for one, am willing to speak out about this," said resident Bernard Brown, himself an attorney.

"... I do not cotton to government officials threatening citizens with tort lawsuits just for speaking out and raising questions about how government is doing its job — just as good citizens should do. And I will not sit silent while this goes on. They can sue me and I'll take that risk."

One resident, who requested anonymity out of fear of litigation, called the city's reaction to residents' dissent "harassment."

"I do think that there's civil rights that are being violated," she said. "And the irony, if it is irony, is that our public taxpayer dollars would be used to sue us. ...You have this David and Goliath situation."

Said a third, "I think the threats are outrageous. I cannot comprehend how a city government could possibly even think of threatening its constituents in any regard for any reason."

In October, after months of debate, the Westwood City Council and mayor voted 5-1 to sell 7.6 acres of public land around 50th Street and Rainbow Boulevard, including the 1-acre Joe D. Dennis Park, to the Karbank Real Estate Co. so it can build the development.

In the deal, Karbank is to acquire not only the park land, but also 1.8 acres of adjacent empty city green space at 5050 Rainbow Blvd., once occupied by the Westwood Christian Church, and 4.8 acres of property at 3511 W. 50th St., where the former Westwood View Elementary School still stands. (The district built a new Westwood View school nearby last year.)

In return, Karbank, based in Mission Woods, has agreed to pay off a \$275,000 debt that the city still owes on the church property, donate \$2.65 million to the city so it can purchase the school building and its land from the Shawnee Mission School District, pay for the building's demolition and grade the land for a new 3.9 acre park to replace Joe D. Dennis.

Numerous Westwood residents support the project, one city leaders see as improving the town's amenities, adding offices and retail, and boosting the tax base while giving them a bigger park. The city recently announced a park planning steering committee to help select a designer.



A sign at Joe. D. Dennis Park at 50th Street and Rainbow Boulevard in Westwood announced a public hearing to consider rezoning of the park and adjacent acres for a proposed Karbank office and retail development. At an Oct. 12 meeting, the City Council approved the plan. Eric Adler eadler@kcstar.com

BUT IS IT REALLY A PARK?

As opponents to the development tell it, the current wrangle began on Oct. 12, several hours before the City Council approved the plan.

Through an attorney, Todd Hauser of Bushyhead LLC in Lee's Summit, his clients — two unnamed residents, one from Westwood, and another living by the the park in nearby Westwood Hills — sent a letter to Waters suggesting that the vote be postponed. The letter said that based on Kansas law, statute 12-1301, if the city wanted to transfer park land, it must first publish the proposal in the official paper once each week for two weeks in a row. The city, the letter said, had failed to do that.

That night, the council nonetheless voted to rezone the land for the Karbank proposal.

A week later, on Oct. 19, Hauser sent a second later to Waters saying that he had “a brief discussion” with Westwood’s city attorney, Ryan Denk, who practices with MVP Law. He said he was told, in effect, that in 1969, when the title for the land that eventually became Joe D. Dennis Park was conveyed to the city, it was never technically identified for use as a city park, city funds weren’t used to buy it and a park tax levy was not used to support it. Thus, the Kansas law didn’t apply to Joe D. Dennis Park, he was told.

"It was their contention," Hauser told The Star, "that it was not a city park."

In his letter, Hauser included documents showing that, whatever the original title showed, the park was and is a city park. He included:

An October 1973 newspaper clipping of the park's dedication; a 1973 park plaque designating the property as "Westwood Park"; a 2002 plaque designating the park as Joe D. Dennis Park, named for Dennis, a city mayor from 1965 to 1984; maps designating it as a city park; a city web page calling it a park; a tax assessment document calling it a park; also a Freedom of Information Act document sent to him this year by Westwood's city attorney titled, "J15050-Tile Report 5000 Rainbow (Park Property)."

In the letter, Hauser asserted that because the city failed to publish the proposed transfer of the park, as required under Kansas law, Westwood's citizens now had the right to gather signatures on a petition to put the park transfer up for a citywide public vote.

"My client is not requesting an overturn of the rezoning of this parcel," Hauser wrote, "but rather they are requiring the Mayor and City Council to follow their statutory duty. ... Support the statutory right of the citizens of Westwood, Kansas, to

petition for an election to decide if the sale, trade or exchange of Joe D. Dennis Park should happen.”

At the end of the letter, Hauser wrote, “If the City continues to refuse its statutory duty, my clients reserve the right to take all necessary steps, including legal action, to insure (the law) is followed.”

A month later, Denk fired back with a lengthy letter to Hauser saying that the claim that the city had not complied with the law was “without merit.”

“(T)he City,” he warned, “is prepared to take such legal action against you and/or your clients as may be necessary to protect its title and contractual relationships.”

Over the next 10 pages, Denk laid out a litany of legal arguments, beginning with the transfer of its title, as to why the Kansas statute did not apply to Joe D. Dennis Park.

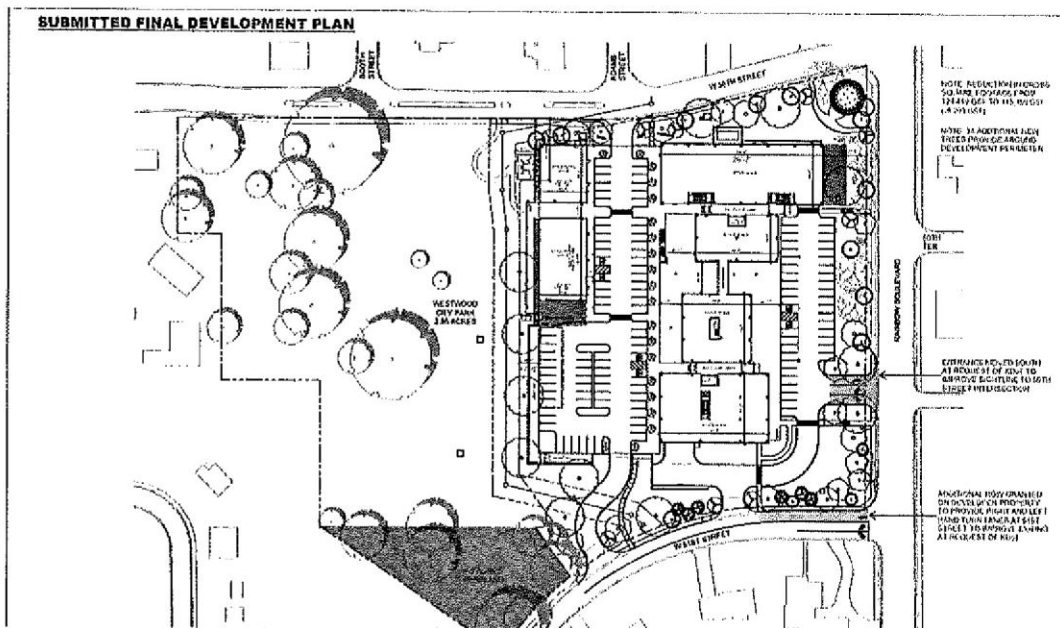
He blasted Hauser for not revealing the names of his clients and whether they were from Westwood. As the letter concluded, he cautioned that Hauser’s clients’ “meritless” claims could interfere with it’s ability to meet its contractual obligations with Karbank.

“As such, please be advised,” Denk wrote, “that should you or your clients proceed further in this matter, the City reserves its rights to pursue legal claims against your clients for slander of title and tortious interference with the contractual relationships with the City.”

Later: “Accordingly, the City hereby demands that you and your clients immediately and formally withdraw any claims and demands related to K.S.A. 12-1301, and furthermore cease in publishing your and their continued slandering of the City’s title (whether through web sites, Facebook posts, door-to-door, or electioneering, as occurred in front of City Hall yesterday, during voting hours). ...

“We hope that further action by the City will not be required in this matter, but your and your clients’ refusal to comply with the terms of this letter will leave the City with no other choice.”

The threat worked.



Overview of a planned park, retail and office development on Rainbow Boulevard in Westwood, between West 50th and 51st streets. *City of Westwood*

RESIDENTS ‘SCARED AND COWED INTO SILENCE’

Hauser responded, writing on Nov. 16 that Westwood could have simply said the Kansas law didn’t apply in this case, but instead “the Mayor and City Council directed their counsel to send a long-winded defensive dissertation demanding that our clients cease exercising their fundamental rights to freedom of speech.”

As one client told The Star, he felt “scared, and cowed into silence.” Lengthy litigation would cost too much.

“It was a thunderbolt,” the second client said. “I mean, I was just devastated. Basically to say that we were pursuing something that was unreasonable, and if we interfered with this process, our city would sue us.”

Waters told The Star that the city has been working on the Karbank proposal since March.

In that time, he said, city leaders had gone to great lengths to be transparent, listen to residents, and keep them informed, with weekly emails, newsletters, updates on its Facebook page, renderings shared at City Hall with a webpage dedicated to the proposal.

Leaders took several land use studies into account in coming to the decision to support the development. Multiple public hearings were held. Public input helped shape and improve the project, Waters said. The city accepted a protest petition from opponents, which required a supermajority of the City Council, 75%, to approve the rezoning.

“All resident feedback was welcomed and helpful,” Waters said, “and we daresay instrumental, in making the project the very best it could be. The City is excited that

this project is moving forward.”

At the end of his letter, Hauser castigated the mayor and council for what he called “a disappointing approach to government.”

“In an era in which civil rights for all is a revered and celebrated topic,” Hauser wrote, “the Mayor and City Council chose to not engage in promoting the civil rights of their residents.”

He ended the letter informing the mayor and council that his clients would no longer pursue any legal action requiring the mayor and city council to “to perform their statutory duty under the law.”

“Their activities in this matter are concluded,” he said.

The city’s threat, other residents said, has already chilled the activities of others who had been gathering signatures on a petition in the hope of putting the land transfer up for a public vote.

“Unfortunately, the intimidation has already worked,” said still another resident, who also requested anonymity. “Three residents who have worked hard on this matter have already stepped away, afraid of being sued.”

Westwood's sale of the park to Karbank is set for Jan. 4.

**CITY OF WESTWOOD, KANSAS
RESOLUTION NO. 138-2024**

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WESTWOOD, KANSAS, AUTHORIZING AND PROVIDING FOR THE CALLING OF AN ELECTION IN WESTWOOD, KANSAS, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY THE QUESTION OF TRADING, EXCHANGING, OR SELLING REAL PROPERTY COMMONLY KNOWN AS JOE D. DENNIS PARK, AND PROVIDING FOR THE GIVING OF NOTICE OF SAID ELECTION.

WHEREAS, reference is hereby made to that certain real property commonly known as “Joe D. Dennis Park, generally located at the southwest corner of 50th and Rainbow Boulevard in Westwood, KS 66205”, such real property also being commonly known and numbered as 5000 Rainbow Blvd. (Johnson County, Kansas, Parcel Nos. RP630000010001 and RF2512033060) (“Joe D. Dennis Park”);

WHEREAS, on or about November 7, 2023, and November 14, 2023, and pursuant to K.S.A. 12-1301, the City of Westwood, Kansas (the “City”) published the following notices in the official City newspaper, The Legal Record:

“CITY OF WESTWOOD, KANSAS

NOTICE

Pursuant to K.S.A. 12-1301, notice is hereby given that the City of Westwood, Kansas, intends to sell certain property that may be considered public park property, such property commonly known and numbered as 5000 Rainbow Blvd. (Johnson County Parcel Nos. RP630000010001 and RF2512033060) and 5050 Rainbow Blvd. (Johnson County Parcel Nos. RP27000000008D and RP30000010012B). Full legal descriptions of such parcels are available at Westwood City Hall, 4700 Rainbow Blvd. The City of Westwood reserves all rights to challenge the applicability of K.S.A. 12-1301 as to such parcels.

/s/ David E. Waters, Mayor

11/7 11/14”;

WHEREAS, on December 12, 2023, certain petitions were filed with the City Clerk, purportedly under the authority of K.S.A. 12-1301, requesting a public referendum on the sale of Joe D. Dennis Park (the “Petitions”), which Petitions stated as follows:

**“PETITION OF PROTEST OF THE CITY OF WESTWOOD, KANSAS'
SALE, TRADE, OR EXCHANGE IN CONNECTION WITH JOE D. DENNIS
PARK**

Re: The City of Westwood, Kansas' sale, trade, or exchange of Joe D. Dennis Park

The undersigned hereby invokes the provisions of Kansas Statutes Annotated 12-1301 (Land for park purposes; sales or exchanges in connection with parks; use of moneys; notice; protest; election; validation of prior sales and conveyances) and do hereby register protest under K.S.A. 12-1301 against the City of Westwood, Kansas' proposal to sell, trade, or exchange the following described property:

Joe D. Dennis Park generally located at the southwest corner of 50th and Rainbow Boulevard in Westwood, KS 66205.

The undersigned hereby certify that they are a qualified elector within the corporate limits of Westwood, Kansas, and join this petition with the intent to meet the threshold number of qualified electors necessary to require the governing body to place on the ballot the question as to whether the Joe D. Dennis Park shall be sold, traded, or exchanged.”;

WHEREAS, On January 9, 2024, the City received the following determination from the Johnson County Election Office, establishing that, as provided by K.S.A. 12-1301, the Petitions were signed by qualified electors of the City equal in number to not less than ten percent (10%) of the electors who voted at the last preceding regular City election as shown by the poll books:

“The Johnson County Election Office has completed petition signature verification, in compliance with Kansas Election Standards Chapter V verification chart, for a petition regarding the protest of the sale, trade, or exchange in connection with Joe D. Dennis Park, the originals of which were submitted by your office on Friday, December 29, 2023. I make no determination as to the legal sufficiency of the petition.

Signatures submitted: **220**

Total signatures accepted as registered City of Westwood, Kansas, voters, as of December 29, 2023: **169**

We will need the City’s written confirmation of: 1) Whether the petition is valid; 2) if valid and an election is called, the question for the ballot; and 3) the date requested for the election.”;

WHEREAS, K.S.A. 12-1301 further provides that, with the filing of the Petitions, no sale, trade or exchange of Joe D. Dennis Park shall be made until the Governing Body shall be instructed so to do by a majority of all the votes cast on this proposition at a regular or special election, and that any election required under K.S.A. 12-1301 provided shall be called and held as provided by law for bond elections;

WHEREAS, the Governing Body of the City deems it advisable to authorize and provide for the calling of an election in the City for the purpose of submitting to the qualified electors of the City the question whether Joe D. Dennis Park shall be sold, traded, or exchanged;

WHEREAS, it is deemed advisable to hold such election in accordance with the mail ballot election law (K.S.A. 25-431 *et seq.*); and

WHEREAS, it is deemed advisable to call such election in the City to be held on April 1, 2025.

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

SECTION 1: The above recitals are hereby incorporated into this Resolution.

SECTION 2: The Governing Body of the City hereby accepts the validity of the Petitions and rescinds Resolution No. 125-2024, such that the same shall be of no further force or effect.

SECTION 3: Pursuant to K.S.A. 12-1301, the Petitions, and certain determinations by the Kansas Court of Appeals in its Memorandum Opinion dated November 15, 2024, No. 127,371, it is hereby authorized, ordered and directed that an election shall be and is hereby called to be held in the City on April 1, 2025 (the "Election"), at which time there shall be submitted to the qualified electors of the District the following proposition, in such ballot form and format as required by applicable law:

Shall the following be adopted?

"whether the Joe D. Dennis Park shall be sold, traded, or exchanged".

- Yes
- No

SECTION 4: The vote at the Election shall be by mail ballot, and the proposition stated above shall be printed on the ballot, together with voting instructions as provided by law.

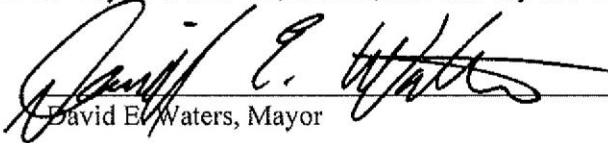
SECTION 5: The City, with the approval of the Election Commissioner, shall give notice of the Election as provided by law by publishing a Notice of Election in substantially the form attached hereto as Exhibit A and incorporated herein by this reference, with such changes as approved by the Mayor, once each week for two (2) consecutive weeks in a newspaper of general circulation in the City, with the first publication to be not less than twenty-one (21) days prior to the date of the Election, and the last publication being not more than forty-five (45) days prior to the date of the Election.

SECTION 6: The Governing Body hereby retracts that certain letter dated November 8, 2023, from McAnany, Van Cleave & Phillips, P.A., to Mr. Todd Hauser of Bushyhead, LLC, regarding "Objection to sale of 5000 Rainbow".

SECTION 7: The Mayor, City Administrator, and the City Attorney are hereby authorized and directed to take such other actions as may be appropriate, desirable, or necessary to accomplish the purposes of this Resolution.

SECTION 8: This Resolution shall be in full force and effect from and after its adoption.

ADOPTED by the Governing Body of the City of Westwood, Kansas, this 12th day of December, 2024.



 David E. Waters, Mayor

ATTEST:


 Abby Schneeweis, City Clerk

REVIEWED AND APPROVED AS TO FORM:


 Ryan B. Denk, City Attorney

EXHIBIT A TO RESOLUTION NO. 138-2024

(First published in *The Legal Record* on _____, 2025,
and subsequently on _____, 2025.)

**NOTICE OF ELECTION
CITY OF WESTWOOD, KANSAS**

Notice is hereby given to the qualified electors of the City of Westwood, Kansas (the “City”) that an election has been called and will be held on April 1, 2025, for the purpose of submitting to the qualified electors of the City the following proposition:

Shall the following be adopted?

“whether the Joe D. Dennis Park shall be sold, traded, or exchanged”.

- Yes
- No

This election will be conducted in accordance with K.S.A. 25-431 *et seq.* (the “Mail Ballot Election Act”). The Election Commissioner shall conduct the election by mailing an official ballot to each qualified elector in the City, such qualified elector being registered at least thirty (30) days prior to the date of election. The official ballot will be mailed not sooner than the 20th day before the date of the election and not later than the 10th day before the election. The Election Commissioner anticipates mailing ballots for this bond election to all qualified voters on or about April 1, 2025. Instructions on how to mark the ballot to vote either for or against the proposition submitted thereon will accompany the ballots, together with a stamped, addressed return identification envelope in which the marked ballot must be placed.

IT IS IMPORTANT FOR EACH QUALIFIED VOTER TO NOTE THAT YOUR BALLOT CANNOT BE COUNTED UNLESS YOU TAKE THE APPROPRIATE STEPS:

- (1) You must personally sign and place your correct address on the return identification envelope;
- (2) If you choose to mail your ballot, you must put it in the identification envelope and place it in the United States mail early enough so that it will be received by the Johnson County Election Commissioner not later than April 1, 2025;
- (3) If you elect not to mail your ballot, you must PERSONALLY deliver it in the return identification envelope to the office of the Johnson County Election Commissioner, 2101 East Kansas City Road, Olathe, Kansas 66061, at any time during regular business hours from 8:00 A.M. to 5:00 P.M., Monday through Friday, but before 12:00 Noon on April 1, 2025.

If the ballot of a qualified elector is destroyed, spoiled, lost or not received in the mail by the qualified elector, or if an elector registers within thirty (30) days of the election, a ballot or replacement ballot may be obtained from the Johnson County Election Commissioner. Persons qualified to receive a replacement ballot may do so by signing an application prepared by the Johnson County Election Commissioner and submitting the application by mail or in person at the office of the Johnson County Election Commissioner at the above address.

The authority to conduct this election called by the City under the provisions of the Mail Ballot Election Act does not authorize the use of voting machines or written ballots located at the usual polling

places for the City. Consequently, all qualified electors of the City are hereby notified that no polling places will be open during the election, and all ballots must be cast in the manner specified herein and in accordance with the voting instructions which will be sent to all qualified electors with the official mail ballot. Telephone inquiries from qualified electors having additional questions about the procedure to follow in order to vote in this election may be made by calling (913) 715-6800.

The election officer conducting the election will be the Election Commissioner of Johnson County, Kansas, whose address is 2101 E. Kansas City Road, Olathe, Kansas 66061.

DATED: _____.

(Seal)

Fred Sherman
Election Commissioner
Johnson County, Kansas

**City of Westwood, Kansas
City Council Planning Commission Joint Work Session
February 24, 2025 – 6:00 p.m.**

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

Council Absent: Andrew Buckman, Councilmember

Commissioners Present: Sarah Page, Chair
Ann Holliday
David Kelman
Emily Keyser
Mark Neibling
Sarah Page
Matt Prout

Commissioners Absent: Kevin Breer
Samantha Kaiser

Staff Present: Leslie Herring, City Administrator
Curtis Mansell, Police Chief
John Sullivan, Public Works Director
Abby Schneweis, City Clerk

Call to Order

Mayor Waters called the work session to order at 6:00 p.m. on February 24, 2025. Ms. Herring 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.

New Business

Consider Appointments 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 for a term of three (3) years each (16.1.4.2). Planning Commissioners whose terms are expiring effective February 28, 2025 include:

- Clay Fulghum 4837 Booth St., appointed July 2021
- Ann Holliday 2714 W. 49th Ter., appointed February 2022
- Matt Prout 5106 Belinder Ave., appointed May 2017

Commissioners Fulghum and Holliday are both seeking renewal of their terms. Commissioner Prout is not seeking reappointment; he has shared that he feels he would like to focus on other priorities.

Following Commissioner Prout's notice to vacate his seat, the Mayor issued an open call for candidates. Statements of interest from five (5) residents were received. Following review of those statements of

interest, Mayor David Waters and Planning Commission Chair Sarah Page interviewed the five candidates and the Mayor is recommending the Governing Body consent to the appointment of Scott McCracken for a three-year term.

The following candidates, who 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.

Clay Fulghum	4837 Booth St.	March 1, 2025 – February 28, 2028
Ann Holliday	2714 W. 49th Ter.	March 1, 2025 – February 28, 2028
Scott McCracken	2902 W. 51st Ter.	March 1, 2025 – February 28, 2028

Motion by Councilmember Wimer to confirm the appointment of Clay Fulghum, Ann Holliday, and Scott McCracken to the Westwood Planning Commission, each for a three-year term to expire February 28, 2028, and for Leslie Herring in her capacity as notary public to administer the oath of office at the next regular meeting of the Planning Commission. Second by Councilmember Hannaman. Motion carried by a 4-0 voice vote.

Work Session Items/Discussion of Upcoming Matters

Mayor Waters and Commissioner Page conducted a discussion of upcoming priorities for the City. Topics raised and discussed by the Governing Body and Planning Commission included preservation of the tree canopy, community assistance programs, and capital improvement planning and funding.

Adjournment

Motion by Councilmember Hannaman to adjourn the meeting. Second by Councilmember Harris. Motion carried by a 5-0 voice vote. The meeting was adjourned at 8:00 p.m.

APPROVED: _____
David E. Waters, Mayor

ATTEST: _____
Abby Schneweis, City Clerk

City of Westwood, Kansas
 Appropriation Ordinance No. 772

AN ORDINANCE APPROPRIATING CITY EXPENDITURES FOR THE PERIOD OF FEBRUARY 1, 2025 - FEBRUARY 28, 2025 AND SUMMARIZING SAID EXPENDITURE HEREIN.

	General Month Ending 2/28/2025	Capital Improvements Month Ending 2/28/2025	Equipment Reserve Month Ending 2/28/2025	Stormwater Month Ending 2/28/2025	Special Highway Month Ending 2/28/2025	Woodside TIF/CID Month Ending 2/28/2025	Debt Service Month Ending 2/28/2025	Total All Funds Month Ending 2/28/2025
Expenditures								
Salary & Benefits	142,031.20	0.00	0.00	0.00	0.00	0.00	0.00	142,031.20
Employee Expenses	8,875.76	0.00	0.00	0.00	0.00	0.00	0.00	8,875.76
Professional Fees	6,669.41	0.00	0.00	0.00	0.00	0.00	0.00	6,669.41
General Operating Expenses	5,092.14	0.00	0.00	0.00	0.00	0.00	0.00	5,092.14
Utilities	8,343.40	0.00	0.00	0.00	0.00	0.00	0.00	8,343.40
Equipment and Maintenance	16,387.92	0.00	0.00	0.00	57.86	0.00	0.00	16,445.78
Street and Stormwater	0.00	0.00	0.00	0.00	0.00	21,330.00	0.00	21,330.00
Park and Events	7,605.88	0.00	0.00	0.00	0.00	0.00	0.00	7,605.88
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
Total Expenditures	195,005.71	0.00	0.00	0.00	57.86	21,330.00	0.00	216,393.57

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

SECTION 1. The Claims included herin 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 2025 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 13th day of March, 2025.

 MAYOR

 ATTEST: CITY CLERK



City Administrator's Report

March 2025

To: Mayor and City Council
From: Leslie Herring, City Administrator
Date: March 13, 2025
RE: Update on some of the key areas of focus of the Administration Department

Current Priorities

4th Quarter (October) 2024 through 1st Quarter (March) 2025

- *Select Prime Developer for 4700 Rainbow Blvd.*
 - ✓ Staff conducted a work session with the Governing Body at the May regular City Council meeting to discuss parameters and guidance for building this process and RFP.
 - ✓ The Mayor and City Administrator worked together to draft an RFQ/P document, which was provided in draft form to the City Council and was posted to invite responses on Monday, July 15th.
 - ✓ The RFQ Review Committee interviewed four team in September and invited all to move forward to the RFP phase of the selection process.
 - ✓ RFP responses were received in October and team interviews were conducted the first week of November. A recommendation was prepared in November by the RFQ/P Review Committee for City Council consideration.
- City staff, Councilmember Hannaman, and City Attorney Denk engaged in negotiations with the two highest ranking of the four development teams. The RFQ Review Committee is reconvening this month to review the best and final offers of the two finalists and a final recommendation to the Governing Body based on the Review Committee's guidance. KU Health Systems continues to work through its steps to consider the proposals.
- It is anticipated that a public presentation by the successful team will be held at an upcoming regular City Council meeting, once the City, Westwood Foundation, and KU Health Systems are in alignment with a final recommendation.
- *Develop and Implement Interim Plan for Vacant Building Official/Codes Administrator Position*
 - ✓ As of August 29th, the City has been unexpectedly without a Building Official/Codes Administrator and the City Clerk and City Administrator have been covering the duties with outside assistance from the City of Roeland Park through an active mutual aid agreement.
 - ✓ As of September 26th, the City Administrator engaged GBA, though an existing on-call professional services agreement to take over plan review and inspections. This relationship is expected to continue through the end of the year and will be monitored and assessed to determine long-term feasibility of contracting for services.
 - ✓ An agreement with Roeland Park for Code Enforcement services was executed in October 2024. This relationship is expected to continue through the end of the year and

will be monitored and assessed to determine long-term feasibility of contracting for services.

- The budgeted and approved seasonal/part-time position in the Administration Department is being crafted with this personnel development in mind. It is expected this position will be developed in Q4 and posted and hired in Q1. A candidate has been selected for this position and is expected to begin on March 24, 2025. The post-offer, pre-hire process is underway.
- Building Official services are working smoothly with GBA and the City of Roeland Park; however, a full-time, in-house staff person is preferred over contracting out the work due to the staff time spent by the City Clerk, City Administrator, and Public Works Director, to share the in-house, daily coordination duties to provide building official and codes administration services. The vacant position was posted in January, 15 applicants have expressed their interest so far, and interviews of four candidates are taking place on February 13th. It is expected the new Building Official will begin on March 24, 2025. The post-offer, pre-hire process is underway.
- W. 47th Place Complete Streets Project
 - ✓ In December 2024, the City and Woodside developer came to an agreement to use CID2 revenues accruing since 2018 to serve as the local match for a funding application to the Johnson County CARS program to implement the recommendations in the 2021 MARC PSP to reimagine W. 47th Place between Rainbow Blvd. and State Line as a Complete Street.
 - Over the past two months, the City worked with our Engineer, Woodside, and met with a small working group of other stakeholders in the corridor to get direction on a scope of work to develop an engineer's estimate of probable cost to submit to the County for CARS funding (resolution on this month's Council meeting agenda). The application was submitted on March 3rd and is a subject of the work session on this month's Council meeting agenda. If funded, this would be a 2025 design and 2026 construction project.

Priorities Closing Out

- *Recodify Municipal Code*
 - ✓ In January 2023, CivicPlus (which acquired MuniCode) embarked on a recodification of the Westwood Municipal Code. City staff provided access to all necessary City materials and CivicPlus went to work reviewing and preparing the Code for public, searchable online access.
 - ✓ In February 2024, City staff received the Code sections for review and have since been working with CivicPlus staff, the City Attorney, and the Governing Body and Planning Commission to review and tweak the City Code to prepare it for final review and adoption.
 - ✓ In October 2024, the City role in review of the Code sections has concluded and CivicPlus has all they need to finalize the Municipal Code for consideration and adoption by the Governing Body.
- Once CivicPlus receives the approved ordinance, they will activate the online, searchable City Code on the City's website.

Lingering Priorities

- *Close on Sale of 5000 Rainbow*
 - The election on this matter will be held by mail on April 1, 2025. The results of the election will determine whether the City closes on the sale of 5000 Rainbow Blvd. to Karbank.
- *Implement Rainbow Blvd. Complete Streets Plan*
 - Both KDOT and KU Health Systems are engaging additional engineering study before committing to the scope of implementation of the recommendations of the planning study that concluded in June 2024. This additional engineering study is anticipated to be completed within 2025 Q2. This is a subject of the work session on this month's Council meeting agenda.

Building Permits

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

Residential

New Construction: None

Additions: None

Alterations

- 4815 Booth St. – Basement finish

Demolition: None

Misc: None

Commercial

None of note

WESTWOOD
COURT SUMMARY
FEBRUARY, 2025

COURT DATE	ARRAIGNMENTS	TRIALS	FINES	LETTERS	WARRANTS
February 07, 2025	37	01	\$4,375.00	07	18
February 21, 2025	38	11	\$4,235.00	25	13
TOTALS					
February 2025	75	12	\$ 8,610.00	32	31
February 2024	61	08	\$ 5,596.00	11	45
			TOTAL (\$8,610.00) less		
			* Kansas DL fees:	\$ 0.00	
			* Judges Training Fund:	\$ 18.00	
			* LET Training Fund:	\$450.00	
			* Seat Belt Fund:	\$40.00	
February 2025 TOTAL:				\$ 8,102.00	

Y.T.D. TOTALS 2025		Y.T.D. TOTALS 2024	
ARRAIGNMENTS:	156	ARRAIGNMENTS:	140
TRIALS	22	TRIALS:	20
LETTERS:	65	LETTERS:	54
WARRANTS:	45	WARRANTS:	72
FINES:	\$16,036.00	FINES:	\$12,338.00
KS DL FEES:	\$81.00	KS DL FEES:	\$203.00
JUDGES FUND:	\$44.00	JUDGES FUND:	\$35.50
L.E.T.FUND:	\$1035.00	L.E.T FUND:	\$762.50
COMM CORRECT FUND:	\$0.00	COMM CORRECT FUND:	\$0.00
SEAT BELT FUND:	\$160.00	SEAT BELT FUND:	\$80.00

Westwood Public Works Monthly Report

TO: GOVERNING BODY
FROM: JOHN SULLIVAN, DIRECTOR OF PUBLIC WORKS
RE: MONTHLY REPORT, FEBRUARY 2025
DATE: MARCH 11, 2025

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 service 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:
APWA 5600 Committee Meeting – Teams Meeting – 2 hr.
STP – In Person Meeting – 1.5 hrs.
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 attends monthly Safety Committee Meetings.
16. We performed de-icing and snow plowing operations in all Cities on two separate occasions.
17. We plowed sidewalks at various locations.
18. We cleaned and repaired snowplow trucks after each storm.
19. We repaired potholes.
20. We repaired streetlights.

21. We inspected the Storm water box running under Midwest Transplant's parking structure exiting onto W. 47th Place at State Line Road for plan preparations on W. 47th Place.
22. We swept the streets in Westwood.
23. We installed the replacement street light base on the pole at W. 47th & Fisher from the truck accident.
24. We installed the replacement street light pole and fixture on Rainbow Blvd. from the accident several months ago.

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 11, 2025
Re: Monthly Status Report

- CCLIP funding: The project plans are being developed. The survey is complete.
- Storm Debris Removal: This project is complete. We have elected to remove the tree removal at Public Works from the reimbursement request in an effort to bring the application to a close. I have not received any word on acceptance of the removal from the application from FEMA. I am anticipating that it will be accepted. This would reduce our reimbursement by \$1,250.00.
- Public Works Replacement Vehicle: The warning lights have been installed but are not wired yet. I will be working on getting this completed.
- Repairs to Signals, W. 47th Street and W. 47th Place and Rainbow: I have made an inquiry as to the status of the parts and repair. I have not heard back as of this writing. If I have an update, I will share this at the Council Meeting.
- Street Light Pole Knockdown, 4700 Rainbow Blvd.: We have installed the replacement pole and fixture, and it is in operation.
- Street Light pole base at W. 47th Street and Fisher: The street light pole base has been installed.
- Leaf Pickup Program: We will be conducting a one-time pass beginning on March 24th as a spring leaf cleanup. We are anticipating this to take one week.
- Mission Road Project, 2025: This project has not had a preconstruction meeting yet and a construction schedule has not been provided as of yet. The Gas Company is still working on main and service replacements. We have now been informed that the water district would like to replace 500 feet of main on the Westwood side of Mission Road from W. 53rd Street to W. 50th Terrace. We are working with both utilities to determine how this might impact on our Mission Road project.
- W. 47th Place Complete Street Project: We, along with the City Engineer just finished a preliminary design and construction cost estimate for W. 47th Place from Rainbow Boulevard to State Line Road. I have submitted to the CARS Program for this to be a 2026 project with the City match coming from the Woodside CID/TIF fund.

Westwood Police Department Westwood City Council Report



2/1/2025

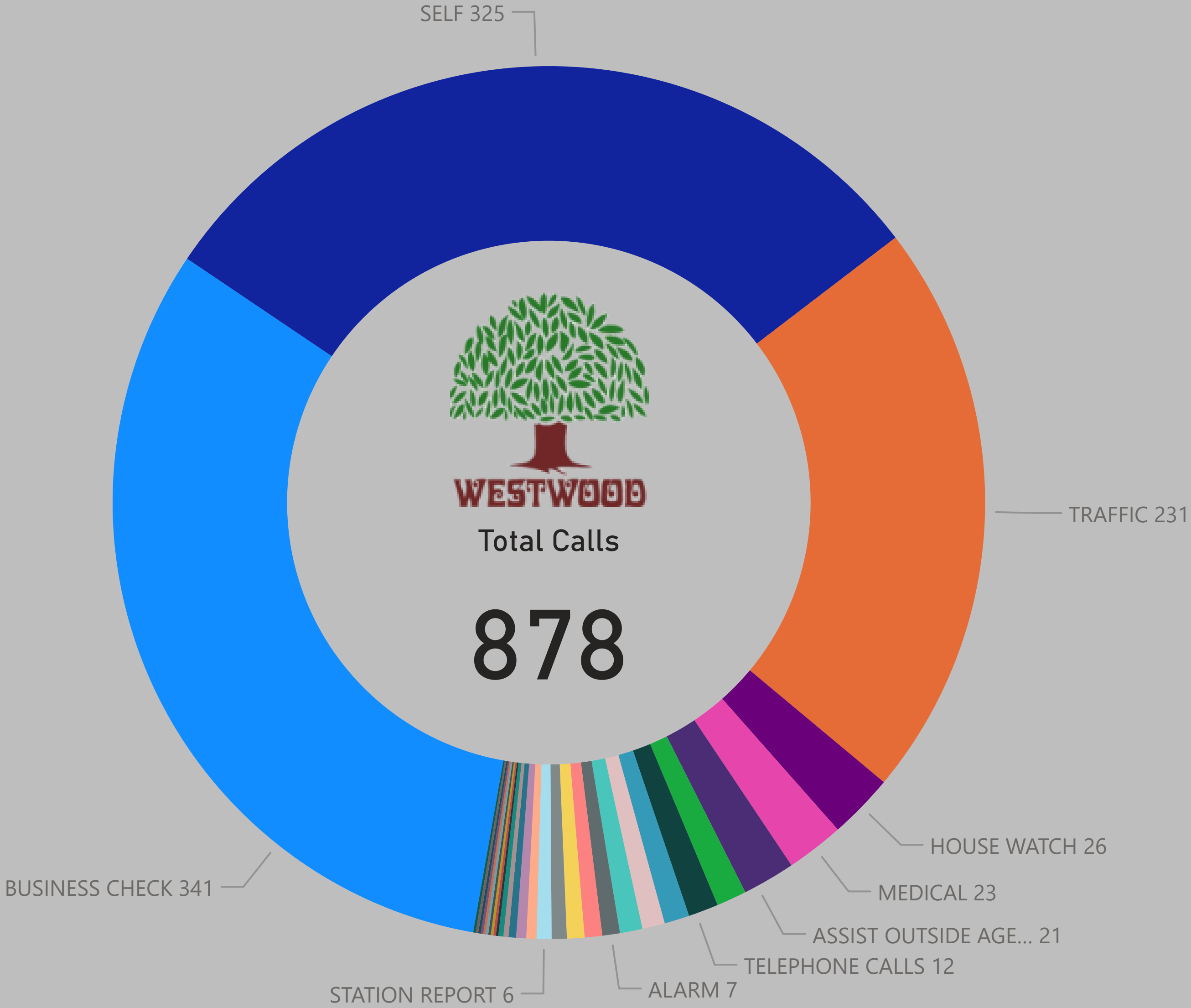


2/28/2025



Westwood Police Department City Council Report

2/1/2025  2/28/2025 

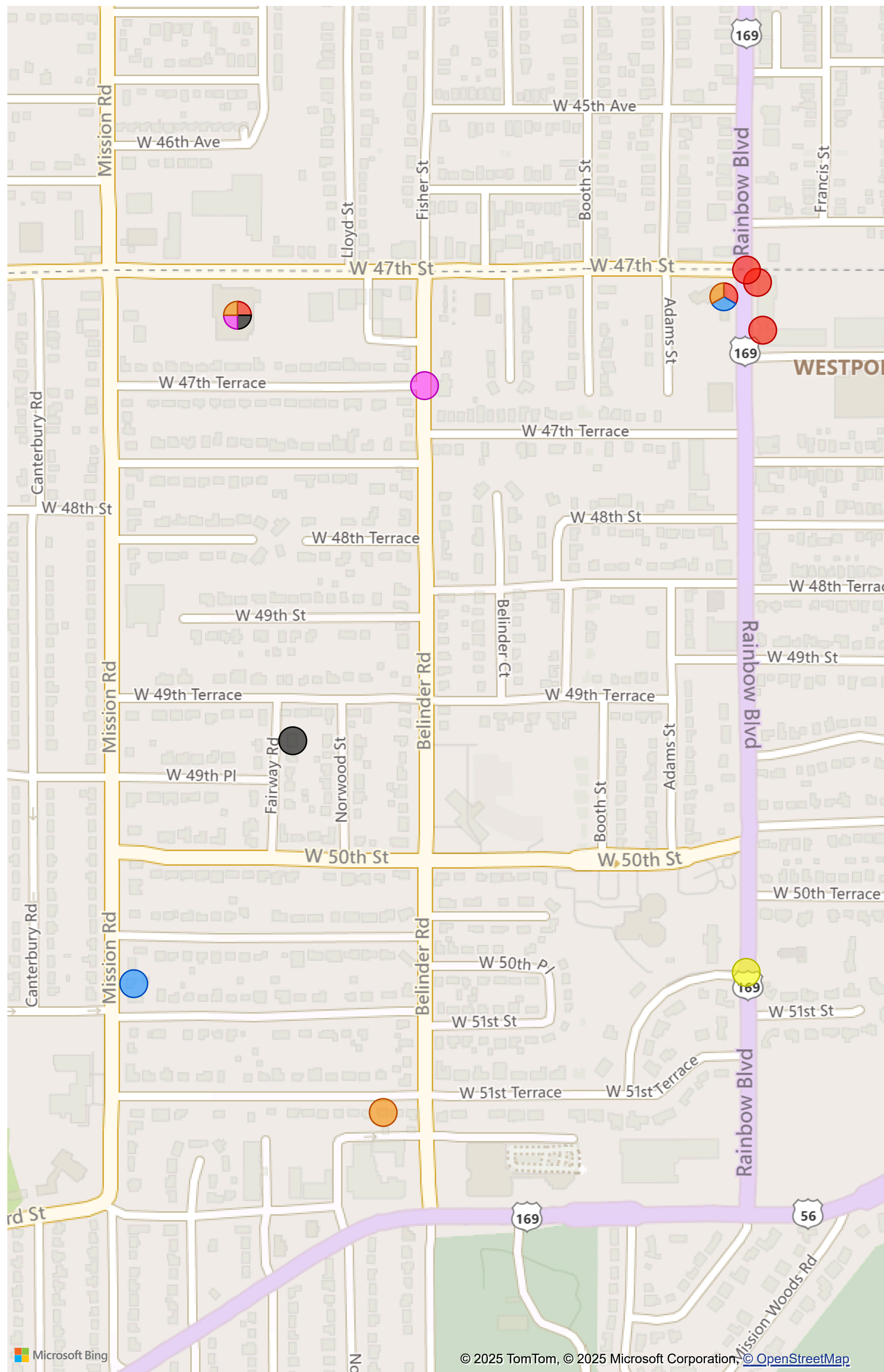


Westwood Police Department Westwood City Council Report

2/1/2025




2/28/2025



Nature of Call

- ACCIDENT
- ASSIST OUTSIDE AGENCY
- CHECK THE WELFARE
- DISTURBANCE
- NOISE COMPLAINT
- SUSPICIOUS
- THEFT REPORT

Westwood Police Department Westwood City Council Report

2/1/2025  2/28/2025 

Case Number	Nature of Call	Summary
20250047	ACCIDENT	The reporting party requested a report for a non-injury accident in the Walmart parking lot.
20250048	WARRANT SERVICE	Reporting officer served a Westwood warrant on a subject on a Mission traffic stop. Subject paid bond in the field and was given a new court date.
20250049	WARRANT SERVICE	Reporting officer responded to Lenexa for a Westwood warrant arrest. The subject was transported to the Johnson County Adult Detention Center for housing until his next court appearance or bond is posted.
20250050	WARRANT SERVICE	Reporting officer served a Westwood warrant to a subject on a Kansas City, Kansas traffic stop. The subject paid the fine amount in the field and was released at the scene.
20250051	THEFT REPORT	Reporting officer responded to Walmart for a previous theft. Three male suspects, possible juveniles, were seen putting alcohol in a backpack and then leave the store. Suspect descriptions were obtained.
20250052	WARRANT SERVICE	Reporting officer served a Westwood warrant to a subject on a Fairway traffic stop. Subject was transported to Olathe ADC.
20250053	TRAFFIC	Reporting officer conducted a traffic stop for expired temp tag, and driver had a Lenexa warrant. LPD served the warrant at the scene, and he was released.
20250054	THEFT REPORT	The reporting party reported two females left the store with \$76.37 worth of groceries without paying for them
20250055	ACCIDENT	V1 was traveling eastbound on W 51st Ter in Westwood KS, and struck a parked vehicle in front of 2309 W 51st Ter. The vehicle then left northbound on Rainbow Blvd.
20250056	TRAFFIC	Subject was stopped on a traffic stop for speeding. Upon doing a records check, I was informed that the driver had multiple warrants from various agencies. Subject was arrested and released to the other agencies.
20250057	TRAFFIC	Reporting officer conducted a traffic stop and the driver showed to have a Lenexa PD warrant. The warrant was confirmed and the subject was taken into custody and turned over to Lenexa PD at the scene.
20250058	ACCIDENT	Vehicle 1 was traveling east bound on Shawnee Mission Pkwy. Vehicle 2 was east bound on Shawnee Mission Pkwy and stopped to make a right turn. Vehicle 1 struck Vehicle 2 in the rear.
20250059	WARRANT SERVICE	Reporting officer served a Westwood warrant to a subject on a Fairway PD traffic stop. The subject paid in the field and was released at the scene.
20250060	TRAFFIC	Reporting officer conducted a traffic stop for speed. The driver of the vehicle showed to have a suspended drivers license. The vehicle was towed and the driver was issued citations for suspended driver's license, speed, and no insurance.
20250061	ACCIDENT	Reporting officer responded to an accident at Blue Sushi for a vehicle that had ran into the building from the parking lot.
20250063	WARRANT SERVICE	Reporting officer served a Westwood warrant on a Prairie Village traffic stop. Subject paid bond in the field and was given a new court date.
20250064	WARRANT SERVICE	Officer responded to a Lenexa traffic stop with driver who had a valid Westwood warrant. the subject posted \$500 bond and was released with a new court date.
20250065	THEFT REPORT	The victim reported her cell phone was stolen at Walmart's pharmacy where she works
20250068	WARRANT SERVICE	Reporting officer served a Westwood warrant to a subject in WyCo Jail's custody. Subject was transported to Olathe ADC.
20250071	TRAFFIC	Reporting officer removed a fake Kansas temporary tag from a vehicle
20250072	ACCIDENT	V1 and V2 were traveling westbound on Shawnee Mission Pkwy. approaching the Rainbow Blvd. intersection. V1 merged into the same lane as V2.

Westwood Police Department Westwood City Council Report

2/1/2025





2/28/2025



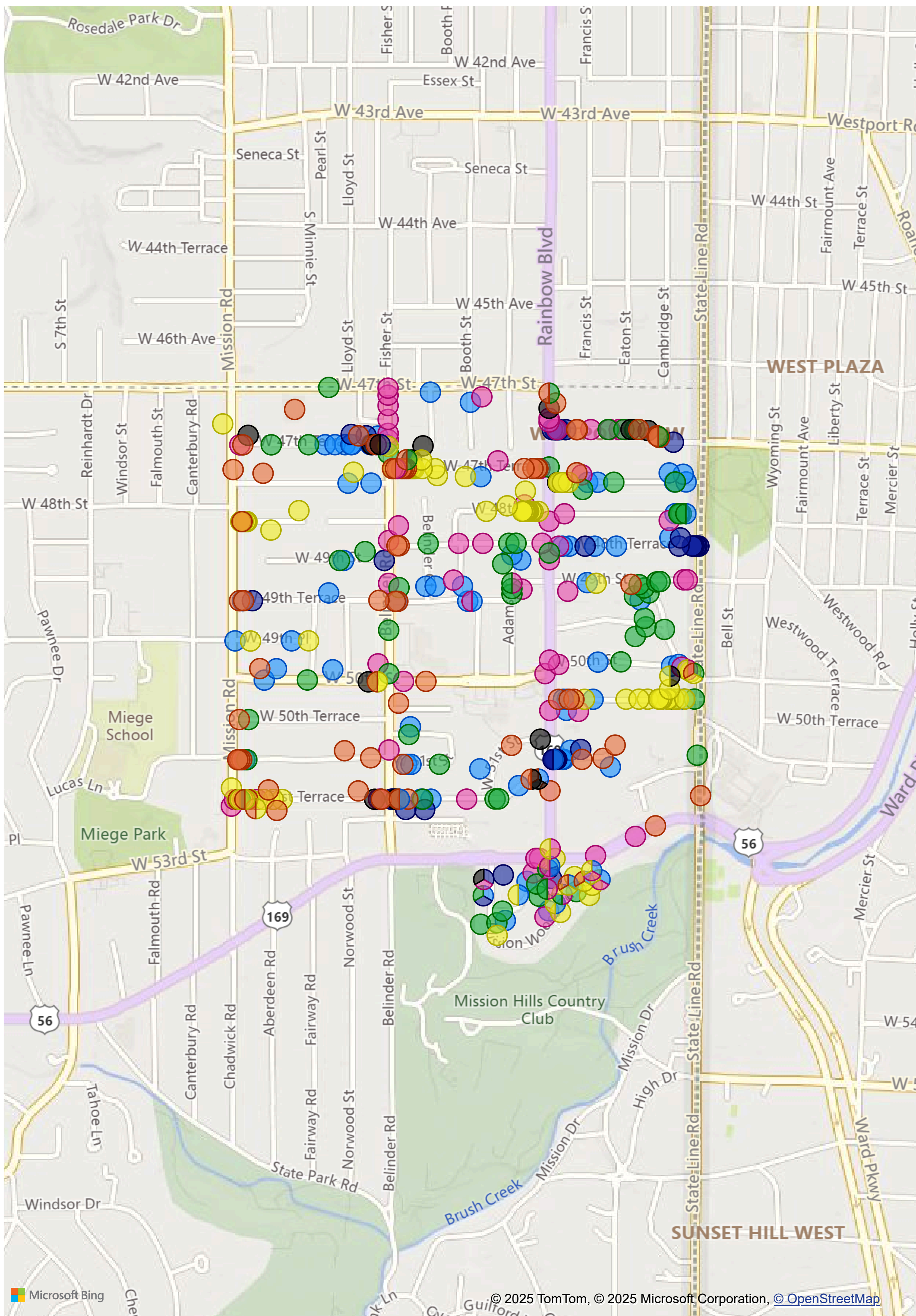
Case Number	Nature of Call	Summary
20250073	TRAFFIC	A traffic stop for traffic violations, where the driver had three arrest warrants, a suspended DL, and was in possession of marijuana and paraphernalia. The driver was transported to the Johnson County Adult Detention Center in Olathe.
20250075	ASSIST OUTSIDE AGENCY	Reporting Officer faxed a warrant to Johnson County Adult Detention Center for FTA on traffic charges. The subject will be held until his next court date or posting bond.
20250079	TRAFFIC	Reporting officer conducted a traffic stop and the driver showed to have Olathe PD warrant. The warrant was confirmed and the subject was taken into custody and turned over to Olathe PD at the scene. Driver paid a cash bond and was released at the scene.
20250080	ACCIDENT	V1 was stopped in the turning lane of eastbound W. 47th St. at the intersection of W. 47th St. and Rainbow Blvd. V2 was stopped in the turning lane of eastbound W. 47th St. in front of V1. Both vehicles were stopped at a red light. D1's foot slipped off the brake and engaged the accelerator.



Westwood Police Department Westwood City Council Report

2/1/2025  2/28/2025 

Area Checks by Officer



- CHASE METCALF
- CHRISTOPHER BISHOP
- GIANFRANCO ROQUE
- KURTIS STONE
- MARCUS BURKE
- SHARON TAYLOR
- TIMOTHY FILSON

527

**City of Westwood
Treasurer's Report
2/28/2025**

1. Balance Sheet by Fund – shows overall ending cash balances for the City by Fund.
 - a. Ending unencumbered cash through 2/28/2025 was \$5,064,169. The 2/29/2024 balance was \$3,581,654. This is an increase in cash of \$1,482,515.
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 was \$96,888. Total Revenue received through February 28, 2025, was \$880,805. The prior year revenue to date was \$791,297. Current year to date revenue is greater than the prior year revenue by \$89,508.
 - i. No sales tax revenue was received in February 2025 or February 2024.
 - ii. Tax revenue for the year is \$68,068 higher than last year due to Ad Valorem taxes received in January being higher.
 - iii. Fees and Licenses – revenue received in February 2025 was \$45,095. Year to date revenue has increased over the prior year by \$15,182 due to Utility Franchise Fees.
 - b. February expenditures totaled \$195,006. The year-to-date expenditures are \$447,882. This is a decrease of \$48,599 from the prior year. The majority is due to a sales tax reimbursement on the TIF in 2024.
 - i. February health insurance wasn't paid until March.
 - ii. Administrative Salaries and Benefits have decreased \$8,670 from the prior year. During 2025 there has been one more pay period and one more employee than last year.
 - iii. Public Works Salaries and Benefits are \$16,651 higher than last year due to having one extra pay period and one more employee.
 - iv. Public Works Equipment and Maintenance is \$6,591 higher than last year due to street light expenditures.
 - c. Net Receipts Over Expenditures are \$138,107 more in the General Fund for the year.
4. Other Funds – Current Month and Year to Date
 - a. Stormwater fund – Stormwater Utility Fees are \$126,241 for the year, a decrease of \$18,276.
 - b. Woodside TIF and CID fund expended \$21,330 for 47th Place Street improvements.

I am happy 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 and the statement of cash flow – regulatory basis as of and for the one month ended February 28, 2025, 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**.

Adams Brown, LLC

ADAMSBROWN, LLC
Certified Public Accountants
Overland Park, Kansas

March 10, 2025



City of Westwood, Kansas
Statement of Assets, Liabilities and Fund Balance by Fund - Regulatory Basis
 As of February 28, 2025

	General Fund	Capital Improvements Fund	Equipment Reserve Fund	Stormwater Fund	Special Highway Fund	Woodside TIF/CID Fund	Debt Service Fund	All Funds
	02/28/2025	02/28/2025	02/28/2025	02/28/2025	02/28/2025	02/28/2025	02/28/2025	02/28/2025
Assets								
Current Assets								
Cash In Bank	600,978.10	399,687.13	130,457.85	277,669.61	245,824.25	652,945.97	173,124.57	2,480,687.48
Cash In Bank - Bond Fund	36,535.66	0.00	0.00	0.00	0.00	0.00	0.00	36,535.66
Cash In Bank - Woodside Village Acct	9.65	0.00	0.00	0.00	0.00	0.00	0.00	9.65
Petty Cash	339.00	0.00	0.00	0.00	0.00	0.00	0.00	339.00
Cash Charles Schwab 2843	21,305.32	0.00	0.00	0.00	0.00	0.00	0.00	21,305.32
Cash Charles Schwab 3099	185.82	557.44	185.80	92.92	0.00	371.63	0.00	1,393.61
Investment Charles Schwab 2843	1,002,681.17	0.00	0.00	0.00	0.00	0.00	0.00	1,002,681.17
Investment Charles Schwab 3099	202,325.18	608,719.17	202,906.40	101,453.19	0.00	405,812.77	0.00	1,521,216.71
Total Current Assets	1,864,359.90	1,008,963.74	333,550.05	379,215.72	245,824.25	1,059,130.37	173,124.57	5,064,168.60
Total Assets	\$ 1,864,359.90	\$ 1,008,963.74	\$ 333,550.05	\$ 379,215.72	\$ 245,824.25	\$ 1,059,130.37	\$ 173,124.57	\$ 5,064,168.60
Liabilities and Fund Balance								
Current Liabilities								
Encumbrances	29,326.69	0.00	0.00	0.00	0.00	0.00	0.00	29,326.69
Woodside Village Deposits	9.19	0.00	0.00	0.00	0.00	0.00	0.00	9.19
Refundable Bond Deposits	35,499.99	0.00	0.00	0.00	0.00	0.00	0.00	35,499.99
Great West 457 Payable	3,117.00	0.00	0.00	0.00	0.00	0.00	0.00	3,117.00
Total Current Liabilities	67,952.87	0.00	0.00	0.00	0.00	0.00	0.00	67,952.87
Total Liabilities	67,952.87	0.00	0.00	0.00	0.00	0.00	0.00	67,952.87
Fund Balance								
Fund Balance	1,363,484.37	973,938.59	332,209.23	252,304.48	230,636.08	802,800.44	170,739.39	4,126,112.58
Fund Balance - Current Year	432,922.66	35,025.15	1,340.82	126,911.24	15,188.17	256,329.93	2,385.18	870,103.15
Total Fund Balance	1,796,407.03	1,008,963.74	333,550.05	379,215.72	245,824.25	1,059,130.37	173,124.57	4,996,215.73
Total Liabilities and Fund Balance	\$ 1,864,359.90	\$ 1,008,963.74	\$ 333,550.05	\$ 379,215.72	\$ 245,824.25	\$ 1,059,130.37	\$ 173,124.57	\$ 5,064,168.60

See accountants' compilation report.



City of Westwood, Kansas

Statement of Cash Flow - Regulatory Basis

For the One Month Ended February 28, 2025

	General Fund Month Ending 02/28/2025	Capital Improvements Fund Month Ending 02/28/2025	Equipment Reserve Fund Month Ending 02/28/2025	Stormwater Fund Month Ending 02/28/2025	Special Highway Fund Month Ending 02/28/2025	Woodside TIF/CID Fund Month Ending 02/28/2025	Debt Service Fund Month Ending 02/28/2025	All Funds Month Ending 02/28/2025
Unencumbered Cash, Beginning Period	1,970,144.45	1,005,541.31	332,409.24	379,362.31	245,882.11	1,078,178.75	173,124.57	5,184,642.74
Receipts								
Fees and Licenses	45,094.84	0.00	0.00	0.00	0.00	0.00	0.00	45,094.84
Building Permits	1,269.75	0.00	0.00	0.00	0.00	0.00	0.00	1,269.75
Intergovernmental	33,027.50	0.00	0.00	0.00	0.00	0.00	0.00	33,027.50
Fines	8,205.00	0.00	0.00	0.00	0.00	0.00	0.00	8,205.00
Reimbursements	1,502.72	0.00	0.00	0.00	0.00	0.00	0.00	1,502.72
Interest Earnings	7,502.42	3,422.43	1,140.81	570.41	0.00	2,281.62	0.00	14,917.69
Miscellaneous	285.30	0.00	0.00	0.00	0.00	0.00	0.00	285.30
Total Receipts	96,887.53	3,422.43	1,140.81	570.41	0.00	2,281.62	0.00	104,302.80
Expenditures								
Salary & Benefits	142,031.20	0.00	0.00	0.00	0.00	0.00	0.00	142,031.20
Employee Expenses	8,875.76	0.00	0.00	0.00	0.00	0.00	0.00	8,875.76
Professional Fees	6,669.41	0.00	0.00	0.00	0.00	0.00	0.00	6,669.41
General Operating Expenses	5,092.14	0.00	0.00	0.00	0.00	0.00	0.00	5,092.14
Utilities	8,343.40	0.00	0.00	0.00	0.00	0.00	0.00	8,343.40
Equipment and Maintenance	16,387.92	0.00	0.00	0.00	57.86	0.00	0.00	16,445.78
Street and Stormwater	0.00	0.00	0.00	0.00	0.00	21,330.00	0.00	21,330.00
Park and Events	7,605.88	0.00	0.00	0.00	0.00	0.00	0.00	7,605.88
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	195,005.71	0.00	0.00	0.00	57.86	21,330.00	0.00	216,393.57
Adjustments								
Increase / (Decrease) in Payables	(7,316.37)	0.00	0.00	(717.00)	0.00	0.00	0.00	(8,033.37)
Increase / (Decrease) in Refundable Bond Deposits	(350.00)	0.00	0.00	0.00	0.00	0.00	0.00	(350.00)
Total Adjustments	(7,666.37)	0.00	0.00	(717.00)	0.00	0.00	0.00	(8,383.37)
Ending Cash	\$ 1,864,359.90	\$ 1,008,963.74	\$ 333,550.05	\$ 379,215.72	\$ 245,824.25	\$ 1,059,130.37	\$ 173,124.57	\$ 5,064,168.60

CITY OF WESTWOOD, KANSAS

Supplementary Information



City of Westwood, Kansas
Schedule of Receipts and Expenditures - Regulatory Basis

General Fund

For The One and Two Months Ended February 28, 2025 and February 29, 2024

	Month Ending 02/28/2025	Year To Date 02/28/2025	Year To Date 02/29/2024	Year Ending 12/31/2025	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
Receipts					
Taxes	\$ 0.00	\$ 688,684.06	\$ 620,615.59	\$ 2,235,147.00	\$ (1,546,462.94)
Fees and Licenses	45,094.84	83,972.03	68,790.14	444,124.00	(360,151.97)
Building Permits	1,269.75	13,532.50	9,732.33	85,000.00	(71,467.50)
Intergovernmental	33,027.50	61,602.50	56,938.04	372,500.00	(310,897.50)
Fines	8,205.00	15,950.00	13,917.00	100,000.00	(84,050.00)
Reimbursements	1,502.72	2,613.52	11,286.03	0.00	2,613.52
Interest Earnings	7,502.42	12,608.21	9,495.51	50,000.00	(37,391.79)
Miscellaneous	285.30	1,842.14	522.02	5,250.00	(3,407.86)
Total Receipts	<u>96,887.53</u>	<u>880,804.96</u>	<u>791,296.66</u>	<u>3,292,021.00</u>	<u>(2,411,216.04)</u>
Expenditures					
General Overhead					
Salary & Benefits	2,931.70	6,555.90	6,261.25	50,400.00	(43,844.10)
Employee Expenses	382.66	3,502.23	2,498.05	14,000.00	(10,497.77)
Professional Fees	525.03	31,169.99	36,199.59	270,750.00	(239,580.01)
General Operating Expenses	890.87	647.46	4,186.16	1,145,350.00	(1,144,702.54)
Utilities	7,255.42	20,925.24	20,618.45	289,753.00	(268,827.76)
Park and Events	6,200.00	6,200.00	4,275.00	14,500.00	(8,300.00)
Miscellaneous	0.00	0.00	0.00	50,000.00	(50,000.00)
Intergovernmental	0.00	0.00	0.00	20,000.00	(20,000.00)
Interfund Transfers	0.00	0.00	0.00	383,487.00	(383,487.00)
Total General Overhead	<u>18,185.68</u>	<u>69,000.82</u>	<u>74,038.50</u>	<u>2,238,240.00</u>	<u>(2,169,239.18)</u>
Administrative					
Salary & Benefits	27,295.01	65,464.47	74,134.49	509,068.00	(443,603.53)
Employee Expenses	998.99	1,158.99	1,805.61	21,000.00	(19,841.01)
Professional Fees	5,570.14	7,221.04	5,101.54	50,000.00	(42,778.96)
General Operating Expenses	103.47	105.95	102.07	2,500.00	(2,394.05)
Interfund Transfers	0.00	0.00	0.00	5,000.00	(5,000.00)
Total Administrative	<u>33,967.61</u>	<u>73,950.45</u>	<u>81,143.71</u>	<u>587,568.00</u>	<u>(513,617.55)</u>
Public Works					
Salary & Benefits	36,948.84	93,054.29	76,403.20	490,793.00	(397,738.71)
Employee Expenses	2,480.00	2,480.00	848.92	8,200.00	(5,720.00)
Professional Fees	0.00	0.00	0.00	17,000.00	(17,000.00)
General Operating Expenses	1,325.75	1,379.94	1,283.50	27,550.00	(26,170.06)
Utilities	815.15	878.14	990.72	19,580.00	(18,701.86)
Equipment and Maintenance	15,764.80	16,005.80	9,414.34	60,500.00	(44,494.20)
Interfund Transfers	0.00	0.00	0.00	30,000.00	(30,000.00)
Total Public Works	<u>57,334.54</u>	<u>113,798.17</u>	<u>88,940.68</u>	<u>653,623.00</u>	<u>(539,824.83)</u>
Police					
Salary & Benefits	74,855.65	177,836.46	178,535.43	1,034,175.00	(856,338.54)
Employee Expenses	5,014.11	5,014.11	5,728.90	28,000.00	(22,985.89)
Professional Fees	574.24	646.02	1,272.45	51,900.00	(51,253.98)
General Operating Expenses	2,772.05	4,845.54	7,491.28	72,100.00	(67,254.46)

See accountants' compilation report.

Created on 03/11/2025



City of Westwood, Kansas
Schedule of Receipts and Expenditures - Regulatory Basis

General Fund

For The One and Two Months Ended February 28, 2025 and February 29, 2024

	Month Ending	Year To Date	Year To Date	Year Ending	
	02/28/2025	02/28/2025	02/29/2024	12/31/2025	12/31/2025
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
Utilities	0.00	0.00	0.00	4,500.00	(4,500.00)
Equipment and Maintenance	623.12	747.92	6,846.49	12,000.00	(11,252.08)
Park and Events	1,100.00	1,100.00	0.00	1,500.00	(400.00)
Interfund Transfers	0.00	0.00	0.00	30,000.00	(30,000.00)
Total Police	84,939.17	190,190.05	199,874.55	1,234,175.00	(1,043,984.95)
Parks & Rec					
General Operating Expenses	0.00	0.00	0.00	3,000.00	(3,000.00)
Utilities	272.83	567.83	265.88	30,000.00	(29,432.17)
Equipment and Maintenance	0.00	0.00	1,619.20	10,000.00	(10,000.00)
Park and Events	305.88	374.98	252.19	15,750.00	(15,375.02)
Total Parks & Rec	578.71	942.81	2,137.27	58,750.00	(57,807.19)
Non-Departmental					
Miscellaneous	0.00	0.00	50,346.24	0.00	0.00
Total Non-Departmental	0.00	0.00	50,346.24	0.00	0.00
Total Expenditures	195,005.71	447,882.30	496,480.95	4,772,356.00	(4,324,473.70)
Receipts Over (Under) Expenditures	\$ (98,118.18)	\$ 432,922.66	\$ 294,815.71	\$ (1,480,335.00)	\$ 1,913,257.66

See accountants' compilation report.



City of Westwood, Kansas
Schedule of Receipts and Expenditures - Regulatory Basis
 Other Funds
 For The One Month Ended February 28, 2025

	Other Funds					
	Capital	Equipment	Stormwater	Special Highway	Woodside	Debt Service
	Improvements	Reserve Fund	Fund	Fund	TIF/CID Fund	Fund
	Fund	Fund	Fund	Fund	Fund	Fund
Month To Date	Month To Date	Month To Date	Month To Date	Month To Date	Month To Date	
02/28/2025	02/28/2025	02/28/2025	02/28/2025	02/28/2025	02/28/2025	
Actual	Actual	Actual	Actual	Actual	Actual	
Receipts						
Interest Earnings	3,422.43	1,140.81	570.41	0.00	2,281.62	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	3,422.43	1,140.81	570.41	0.00	2,281.62	0.00
Expenditures						
Equipment and Maintenance						
State Highway Maintenance	0.00	0.00	0.00	57.86	0.00	0.00
Street and Stormwater						
Capital Improvement Expense	0.00	0.00	0.00	0.00	21,330.00	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	0.00	0.00	57.86	21,330.00	0.00
Receipts Over (Under) Expenditures	\$ 3,422.43	\$ 1,140.81	\$ 570.41	\$ (57.86)	\$ (19,048.38)	\$ 0.00

See accountants' compilation report.



City of Westwood, Kansas
Schedule of Receipts and Expenditures - Regulatory Basis
 Other Funds
 For The Two Months Ended February 28, 2025

	Other Funds					
	Capital Improvements Fund	Equipment Reserve Fund	Stormwater Fund	Special Highway Fund	Woodside TIF/CID Fund	Debt Service Fund
	Year To Date 02/28/2025 Actual	Year To Date 02/28/2025 Actual	Year To Date 02/28/2025 Actual	Year To Date 02/28/2025 Actual	Year To Date 02/28/2025 Actual	Year To Date 02/28/2025 Actual
Receipts						
Taxes						
Ad Valorem Tax	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 11,996.95
City Sales & Use Tax - Special	31,002.69	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Tax	0.00	0.00	0.00	0.00	0.00	288.23
Restricted Fees						
Stormwater Utility Fee	0.00	0.00	126,240.83	0.00	0.00	0.00
State Hwy Maintenance	0.00	0.00	0.00	3,725.25	0.00	0.00
Special Highway Fund Revenue	0.00	0.00	0.00	11,520.78	0.00	0.00
WV CID-1	0.00	0.00	0.00	0.00	287,618.14	0.00
WV CID-2	0.00	0.00	0.00	0.00	11,345.15	0.00
Interest Earnings	4,022.46	1,340.82	670.41	0.00	2,681.64	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	35,025.15	1,340.82	126,911.24	15,246.03	301,644.93	12,285.18
Expenditures						
Professional Fees	0.00	0.00	0.00	0.00	23,985.00	0.00
Equipment and Maintenance						
State Highway Maintenance	0.00	0.00	0.00	57.86	0.00	0.00
Street and Stormwater						
Capital Improvement Expense	0.00	0.00	0.00	0.00	21,330.00	9,900.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	0.00	0.00	57.86	45,315.00	9,900.00
Receipts Over (Under) Expenditures	\$ 35,025.15	\$ 1,340.82	\$ 126,911.24	\$ 15,188.17	\$ 256,329.93	\$ 2,385.18

See accountants' compilation report.



City of Westwood, Kansas
Summary of Expenditures - Actual and Budget
Regulatory Basis
For The Two Months Ended February 28, 2025

	<u>Certified Budget</u>	<u>Expenditures Chargeable to Current Year</u>	<u>Difference Over/(Under)</u>
Expenditures			
General Fund	\$ 4,772,356.00	\$ 447,882.30	\$ (4,324,473.70)
Capital Improvements Fund	\$ 723,382.00	\$ 0.00	\$ (723,382.00)
Equipment Reserve Fund	\$ 88,250.00	\$ 0.00	\$ (88,250.00)
Stormwater Fund	\$ 169,516.00	\$ 0.00	\$ (169,516.00)
Special Highway Fund	\$ 200,000.00	\$ 57.86	\$ (199,942.14)
Woodside TIF/CID Fund	\$ 768,677.00	\$ 45,315.00	\$ (723,362.00)
Debt Service Fund	\$ 436,688.00	\$ 9,900.00	\$ (426,788.00)
Total Expenditures	<u>\$ 7,158,869.00</u>	<u>\$ 503,155.16</u>	<u>\$ (6,655,713.84)</u>

See accountants' compilation report.

COUNCIL ACTION FORM

Meeting Date: March 13, 2025

Staff Contact: Leslie Herring, City Administrator

Agenda Item: Consider Resolution No. 140-2025 Appointing Jay Corazza to the Westwood Foundation Board

Background

The Westwood Foundation is a Kansas not-for-profit corporation organized and existing as an instrumentality of the City of Westwood, Kansas and is governed in the conduct of its affairs by its Board of Directors, its articles of incorporation, and its bylaws. The Westwood Foundation bylaws as amended state that residents of the City of Westwood, Kansas may be appointed by the Mayor and confirmed by a resolution adopted by a majority of the members of the Westwood City Council to serve terms of four (4) years on the Westwood Foundation Board of Directors.

Mayoral Recommendation

Board member Kumud Pyakuryal moved from Westwood earlier this year, creating a vacancy on the Board. Around the same time, the Mayor issued an open call for candidates for the Planning Commission. Following interviews of Planning Commission candidates, Mayor David Waters is recommending one of those candidates – Jay Corazza – to fill the vacancy.

Jay Corazza is a 2-year resident of Westwood. His wife grew up in Westwood in the house next door to their current home, where his mother-in-law still resides. Jay retired in 2018 from a varied career as a pilot, highway construction executive, partner in a wholesale pipe valve and fitting business, and sales manager for a manufacturing company. He is interested in serving on the Westwood Foundation to have a hand in helping to shape Westwood’s future.

Staff Comments

With the adoption of Resolution No. 140-2025, the Westwood Foundation Board of Directors would be as follows:

Westwood Foundation Board of Directors	Date Appointed	Term Expiration Date
Justin Bridges	May 2021	May 2025
Mary Bosco Heinrich	June 2024	May 2025
Sean O’Brien	April 2013	May 2027
Jay Corazza	March 2025	May 2027
Thomas Scott	May 2021	May 2025
Leslie Greathouse	November 2024	May 2027
Rita Zeller	May 2021	May 2025

It is intended that the Mayor will recommend to the City Council at the May 8, 2025 regular City Council meeting the renewal or approval of the Board members whose terms are expiring in May 2025.

Budget Impact

N/A

Suggested Motion

I move to adopt Resolution No. 140-2025 confirming the appointment of Jay Corazza to the Westwood Foundation Board of Directors.

**CITY OF WESTWOOD, KANSAS
RESOLUTION NO 140-2025**

**A RESOLUTION OF APPOINTMENT OF A
BOARD MEMBER TO THE WESTWOOD FOUNDATION**

WHEREAS, the Westwood Foundation is a Kansas not-for-profit corporation organized and existing as an instrumentally of the City of Westwood, Kansas and is governed in the conduct of its affairs by its Board of Directors, its Articles of Incorporation and its Bylaws, and

WHEREAS, the Westwood Foundation Bylaws as amended state that residents of the City of Westwood, Kansas may be appointed by the Mayor and confirmed by a resolution adopted by a majority of the members of the Westwood City Council to serve terms on the Westwood Foundation Board of Directors, and

WHEREAS, pursuant to Section 3.2 of the Amended and Restated Bylaws of the Westwood Foundation, members of the Board of Directors shall be residents of the City of Westwood, and

WHEREAS, Board member Kumud Pyakuryal moved from Westwood earlier this year, creating a vacancy on the Board.

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

Section 1. That Jay Corazza, 3000 W. 49th Terrace, shall serve on the Westwood Foundation Board of Directors for a term that expires May 31, 2027.

Section 2. This Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD, KANSAS, ON MARCH 13, 2025.

(Seal)

David E. Waters, Mayor

ATTEST:

Abby Schneweis, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

COUNCIL ACTION FORM

Meeting Date: March 13, 2025

Staff Contact: John Sullivan, Public Works Director

Agenda Item: Consider Resolution No. 141-2025 approving a five-year Johnson County CARS program

Background / Description of Item:

On an annual basis, the City of Westwood adopts by resolution a proposed five-year County Assistance Road System (CARS) Program Project Plan. The CARS Program is administered by Johnson County to allocate the distribution of motor fuel taxes within the County to be used on specific designated roads.

The recommended roadways for the City of Westwood for calendar years 2026 to 2030 is as follows:

<u>Year</u>	<u>Project</u>
2026	W. 47 th Place, Rainbow Boulevard to State Line Road

Staff Recommendation:

Adopt Resolution No. 141-2025 approving the 2026 to 2030 County Assistance Road System Program for road improvements within the City of Westwood.

Suggested Motion:

I move to approve Resolution No. 141-2025 approving the City of Westwood's 2026 – 2030 projects for inclusion in the County Assistance Road System (CARS) Program.

**CITY OF WESTWOOD, KANSAS
RESOLUTION NO 141-2025**

**A RESOLUTION APPROVING A FIVE-YEAR PROGRAM FOR ROAD
IMPROVEMENTS FOR 2026-2030 WITHIN THE CITY OF WESTWOOD**

WHEREAS, the Board of County Commissioners of Johnson County Kansas has established by resolution a County Assistance Road System (CARS) program, and

WHEREAS, the Board of County Commissioners requires each participating City to establish a five-year program for proposed improvements to roads eligible under the CARS program, and

WHEREAS, certain roads eligible for funding under the program fall within the City Limits of Westwood, Kansas;

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

Section 1. The Governing Body of the City of Westwood, Kansas, has hereby reviewed and approved the following roads for inclusion in the CARS program:

2026 W. 47th Place, Rainbow Blvd. to State Line Road

Section 2. This Resolution shall take effect and be in force from and after its adoption by the Governing Body.

**ADOPTED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD,
KANSAS, ON MARCH 13, 2025.**

(Seal)

David E. Waters, Mayor

ATTEST:

Abby Schneweis, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

COUNCIL ACTION FORM

Meeting Date: March 13, 2025

Staff Contact: Leslie Herring

Agenda Item: Consider non-conforming signage package for commercial business Blair & Blythe, 4812 Rainbow Blvd.

Background/Description of Item

Sarah Brown, organizing member of property owner Iris Holding Company, LLC has renovated a former fur retail space at 4812 Rainbow Blvd. into Blair & Blythe, a home goods retailer, zoned C-1 Commercial – Mixed Use. Exterior signage changes are part of this renovation.

The Westwood Zoning Ordinance Section provides:

9.2.1.D

If the Building Official determines that the proposed sign is not in compliance with all requirements of this chapter or any other laws or any other ordinances of the City, the Building Official shall not issue the requested permit, and shall notify the applicant of such denial and the reason therefore within fourteen days of the application being completed and filed with the City.

9.2.1.F

Any applicant aggrieved by a decision of the Building Official shall be entitled to an appeal to have said decision reviewed by the Governing Body. Said appeal must be taken within thirty days of the decision from which an appeal is taken. The Governing Body shall hear such appeal at the earlier of its next regularly scheduled meeting or the passage of twenty days from the decision from which an appeal is taken.

The desired signage package does not meet the requirements of the applicable provisions within Article 9 of the Westwood Zoning Code relating to signs and is, therefore, before the Governing Body for consideration on appeal.

Staff Comments/Recommendation

The submitted signage application is to install (3) signs to the front/east facade of the building. These signs will say 'tabletop' (42.5"W x 8.25" H) 'Blair & Blythe' (185.5" W x 20"H) and 'interiors' (45.5" W x 6.5"). These signs will be 1" thick aluminum letters painted black, elevated off the face of the building 1" and backlit in the evening.

The signs will be installed in the middle of the two brick ledges, centered on the building. The brick ledges are 4" each and rest right above the installed awning and below the window ledges. The installation space is 28" in height. The signage letters will be sitting between 6-8 inches above the installed awning.

The window decal with the lettering Blair & Blythe approved as part of the temporary signage package approved by the Planning Commission for installation throughout construction is also to be left up. The temporary signage indicating "coming soon" and the large picture decals have already been removed. An illustration is provided below.



EXTERIOR SIGN, BACK LIT / HALO LIT LETTERS	CONTENT DETAILS	INSTALLATION ADDRESS
1" Aluminum Letters Painted (Color TBD) Size: 392.5" x 20" Quantity: 1 Stud Mount to Building Face	Overall content size: 392.5" x 20" Blair & Blythe: 185.5" x 20" Tabletop: 42.5" x 8.25" Interiors: 45.5" x 6.5"	4812 rainbow Blvd, Westwood, KS 66205 Product Number: 1 Proof Number: 2 Additional proofs after #2 are \$25 each

Applicable City Zoning Ordinance Provisions

The following zoning ordinance provisions are applicable to this property:

9.2.12 Wall Signs

A. Any wall sign:

1. Shall not project or extend more than twelve inches from the face of the wall surface, or eighteen inches above the awning, provided that the awning is at least a minimum of eighteen inches below the parapet.
2. Shall not exceed twenty square feet in area.
3. Shall not extend above, below or beyond the wall surface on which mounted.
4. Must be placed only on flat wall areas where the sign touches the wall surface continuously on all sides.

9.3.3 Retail and Business Districts; CP-1, C-1, P-1

The following signs shall be permitted in retail and business districts:

- C. In addition to the monument sign(s), each business or commercial establishment shall be permitted one non-illuminated, illuminated channel cut letter, or indirectly illuminated wall, projecting, or awning sign. The total area of each sign shall not exceed 10 percent of the area of the business facade on which it is placed, and the facade must be continuous with the tenant's gross leasable floor area. Business establishments having frontage on more than one dedicated public street may have the aforementioned wall or awning sign on each frontage.

In order for staff to permit the signage application, the applicant needs approval from the Governing Body to install the "Blair & Blythe" channel cut letters, which constitute the one (1) allowed façade sign and exceed the 20 sqf. maximum

allowable size by 5'9" as well as the smaller signage outside of the "Blair & Blythe" channel cut letters decal, which result in more than one (1) façade sign on the east façade of the building.

This application was originally published for a March 3, 2025 public hearing by the Westwood Board of Zoning Appeals, and notices of the public hearing were mailed to all property owners in Westwood within 200' of the property and to property owners outside Westwood within 1,000' of the property. The Board of Zoning Appeals determined that, pursuant to the Westwood Zoning Ordinance, the application was outside of their jurisdiction and should be considered on appeal to the Governing Body pursuant to provisions 9.2.1 D and F stated above. Although there were three requests from those within the notice area to review the requested signage, there were no objections nor concerns stated either before or at the Board of Zoning Appeals meeting.

City staff does not have any objection to the application as submitted.

Budget Impact

N/A

Suggested Motion

I move to approve/conditionally approve/deny the submitted signage package for the commercial business Blair & Blythe located at 4812 Rainbow Blvd.

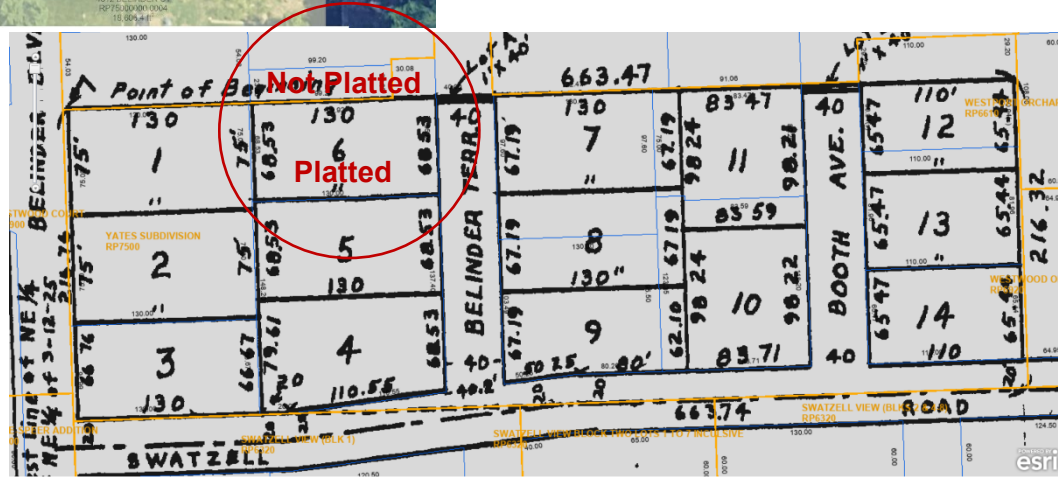
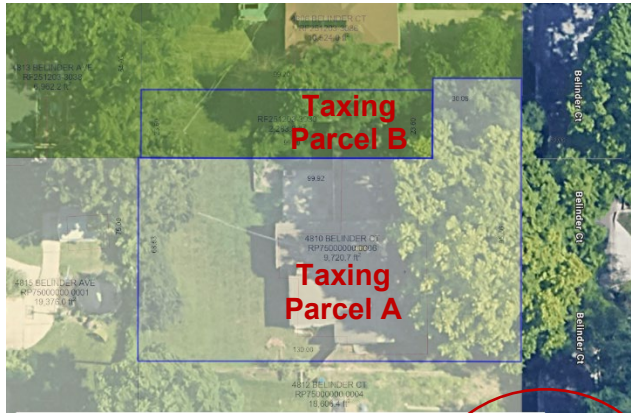
COUNCIL ACTION FORM

Staff Report
Meeting Date: March 13, 2025
Staff Contact: Leslie Herring, City Administrator

FP-2025-01 – Consider application of Wulff Building & Additions on behalf of property owner Kei Kamara to replat property at 4810 Belinder Ct., Westwood, KS 66205

Background/Description of Item

A plat is a document recorded with a property parcel that establishes lot lines as well as areas intended for public use, if any. Westwood has a mixture of platted, partially platted, and unplatted lots. The subject parcel of this application is comprised of two parcels and a total of three tracts of land. The two parcels are taxed separately. A majority of the larger, southern parcel is platted, while the northern portion of the site is unplatted. Illustrations of the existing condition are provided below.



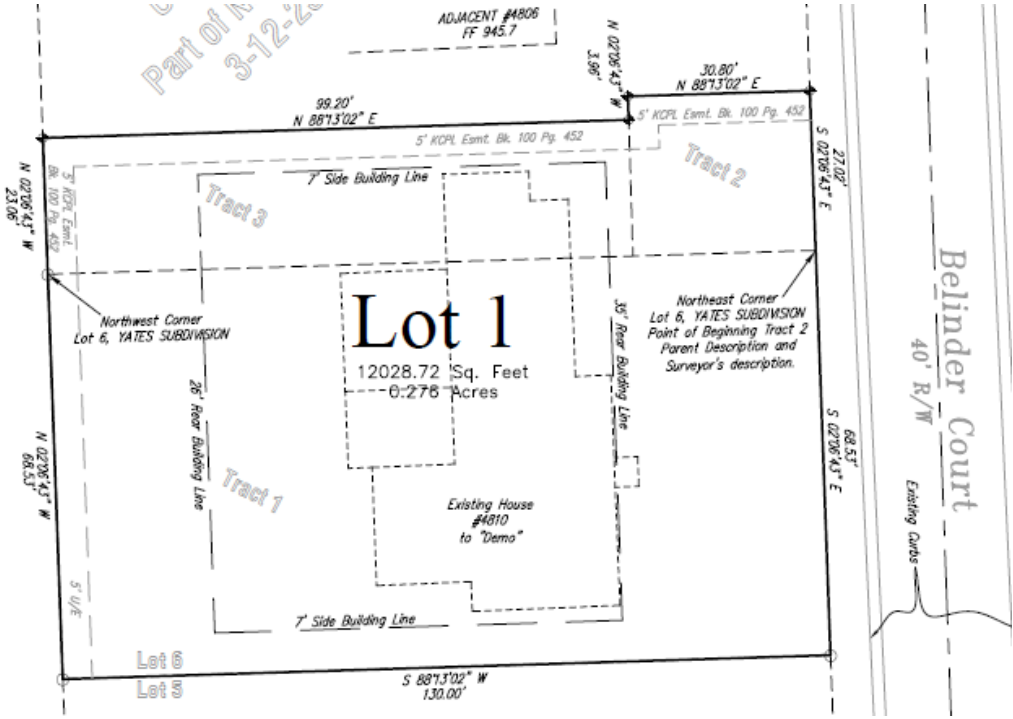
Section 1.5 of the Westwood Zoning Ordinance specifies the procedures and requirements for the consideration of a final plat, which include submission to the Planning Commission for review and approval and then submission to the Governing Body for acceptance/approval. Following approval by both the Planning Commission and Governing Body, the plat shall be recorded with the County Register of Deeds.

At its March 3, 2025 regular meeting, the Planning Commission was reviewed by the Planning Commission and forwarded to the Governing Body for consideration and approval. There were no

conditions nor concerns voiced relating to the plat. This matter was heard in conjunction with the review and subsequent approval of a waiver/exception application by the property owner to construct a new house on the property.

Staff Comments/Recommendation

The submitted final plat creates one (1) lot on the subject property. The entirety of that proposed Lot 1 (shown below) is currently owned by Kei Kamara. No additional right-of-way nor public easements are being dedicated on the property.



Staff review of the application submittal – including review by the City’s attorney supporting the Planning Commission – concludes that the plat as submitted complies with applicable laws and requirements to be accepted by the City and recorded with Johnson County.

Staff recommends that the Governing Body approve the subject plat document and authorize the Mayor to sign the same.

Suggested Motion

I move the Governing Body approve the plat for 4810 Belinder Ct. as provided by the applicant and included in the meeting packet.

Final Plat KAMARA ESTATE Lot 1

A SUBDIVISION OF LAND IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS
A MERGER OF Lot 6, YATES SUBDIVISION AND PARTS OF
THE NE 1/4 of Section 3, T12S, R25E

ORDERED BY: Kei Kamara

PROPERTY ADDRESS: 4810 Belinder Court

DESCRIPTION: (Per Fidelity National Title Commitment No.; KC-R31108049)

Tract 1:

Lot 6, YATES SUBDIVISION, a subdivision in the City of Westwood, Johnson County, Kansas, according to the recorded plat thereof.

Tract 2:

Beginning at a point 1080.57 feet South and 260 feet East of the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 3, Township 12, Range 25, said point being the Northeast corner of Lot 6, YATES SUBDIVISION; thence North along the West line of Belinder Court 27.02 feet, thence West 30.8 feet; thence South 27.02 feet to the North line of Lot 6; thence East 30.8 feet to the point of beginning, in the City of Westwood, Johnson County, Kansas, subject to any part thereof in streets, roads or public rights-of-way.

Tract 3:

The South 23.06 feet of the East 99.20 feet of the following described tract: Beginning at a point 1080.57 feet South of the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 3, Township 12, Range 25; thence East 229.20 feet; thence North 54.03 feet; thence West 229.20 feet; thence South 54.03 feet to a point of beginning, in the City of Westwood, Johnson County, Kansas, subject to any part thereof in streets, roads or public rights-of-way. Containing 12,028.7 s.f. or 0.276 Acres.

Surveyors Description:

All of Lot 6, YATES SUBDIVISION and that part of the Northeast Quarter of Section 3, Township 12, Range 25 in The City of Westwood, Johnson County, Kansas, described as follows by J. Bernard Baldus, KSPS # 1093: Beginning at the Northeast corner of said Lot 6, YATES SUBDIVISION, thence South 02'06"43" East, 68.53 feet, to the Southeast corner of said Lot 6; thence South 88'13"02" West, along the South line of said Lot 6, 130.00 feet, to the Southwest corner thereof; thence North 02'06"43" West, along the West line of said Lot 6, 68.53 feet, to the Northwest corner of said Lot; thence continuing North 02'06"43" West, 23.06 feet; thence North 88'13"02" East, 99.20 feet; thence North 02'06"43" West, 3.96 feet; thence North 88'13"02" East, 30.80 feet; thence South 02'06"43" East, 27.02 feet, to the point of beginning, having an area of 12028.72 square feet, 0.276 acres +/-

Closure Precision 1:2,289,913

Warranty Deed Book 201809 Page 004260

DEDICATION:

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "KAMARA ESTATE", a subdivision in the City of WESTWOOD, Johnson County, Kansas.

Any streets shown hereon no heretofore dedicated to public uses as street right of way are hereby so dedicated.

An easement or license to enter upon, construct and maintain or authorize the location, construction or maintenance and use of conduits for providing water, gas, cable, electric, sewers, and other utility services, including related facilities and appurtenances thereto, and drainage facilities, upon, under, over, and across those areas outlined and designated on this plat as "Utility Easement" or "U/E", is hereby granted to the City of Westwood, Kansas.

The undersigned proprietor of the above described land hereby agrees and consents that the Board of County Commissioners of Johnson County, Kansas and the City of Westwood, Johnson County, Kansas shall have the power to release such land proposed to be dedicated for streets and roads, or parts thereof, for public use from the lien and effect of any special assessments, and that the amount of the unpaid special assessments on such land dedicated, shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated road or street.

EXECUTION:

IN TESTIMONY WHEREOF, the undersigned proprietor of the above described tract of land has caused this instrument to be executed this day of _____ 20__.

BY: KEI KAMARA

KEI KAMARA

STATE OF KANSAS)

COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____ 20__, before me, a Notary Public in and for said County and State, came KEI KAMARA who is personally known to me to be the same person who executed the foregoing instrument of writing and such person duly acknowledged the execution of the same to be the act and deed of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

Notary Public My Appointment Expires: _____

APPROVALS:

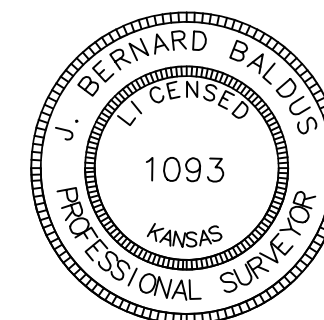
APPROVED BY, the PLANNING COMMISSION of the City of WESTWOOD, Johnson County, Kansas. on this _____ day of _____ 20__.

CHAIRPERSON: SARAH PAGE

APPROVED BY, the GOVERNING BODY of the City of WESTWOOD, Johnson County, Kansas. on this _____ day of _____ 20__.

DAVID WATERS, MAYOR ATTEST ABBY SCHNEWEIS CITY CLERK

Date: 1/15/25

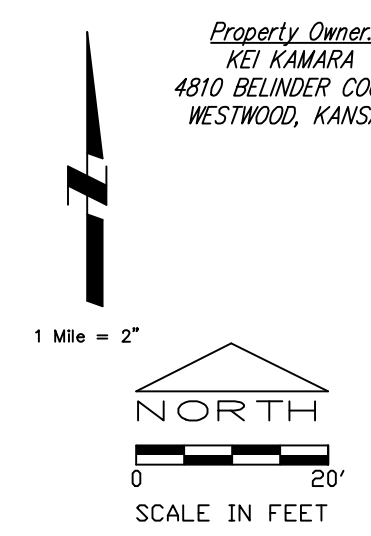
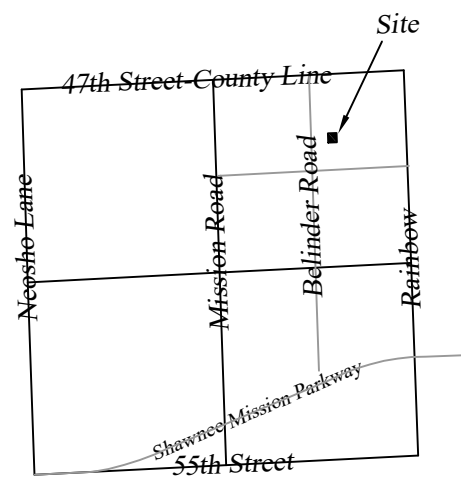
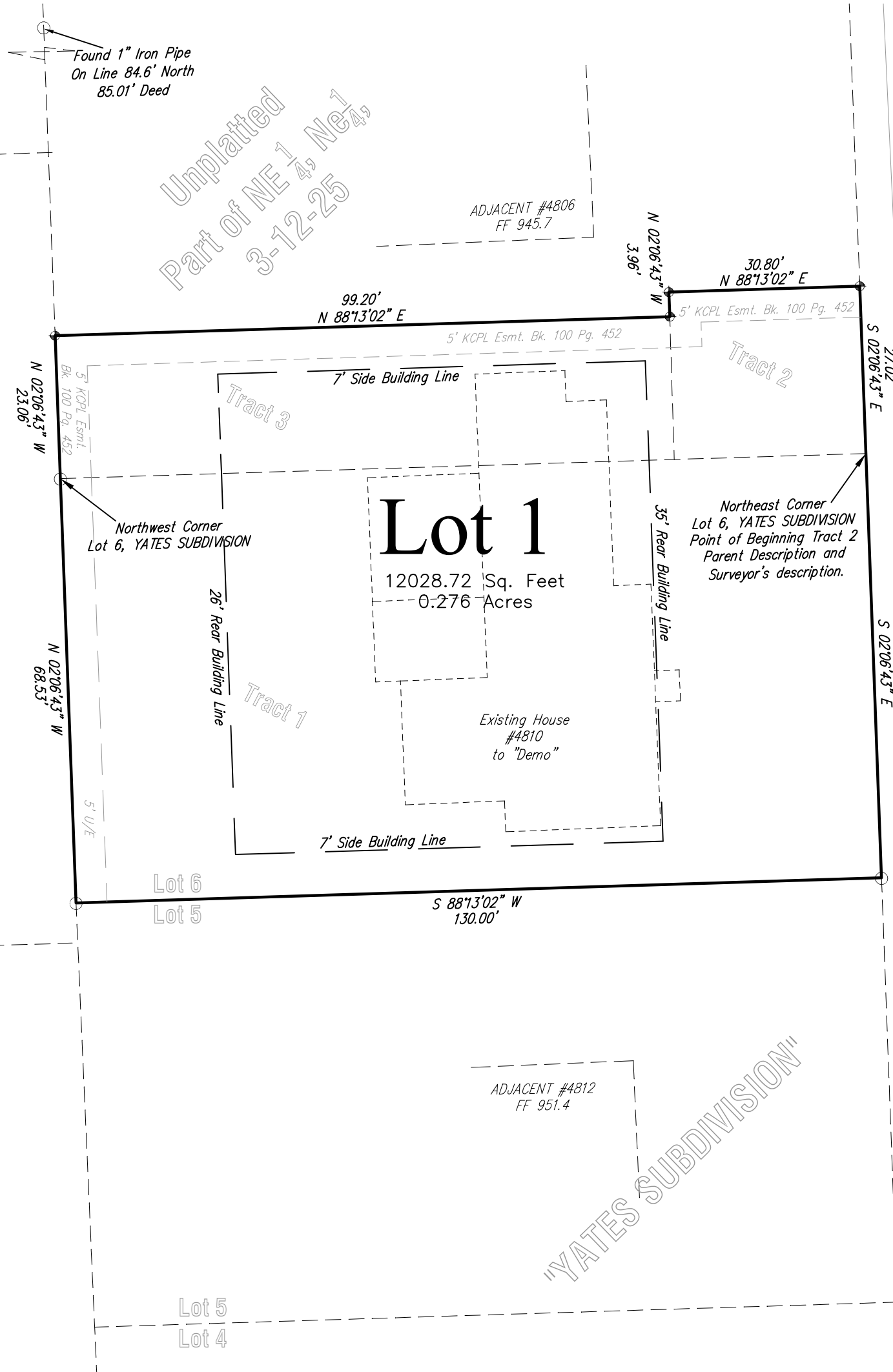


I hereby Certify that the above Drawing is the result of an actual survey performed under my direct supervision which meets or exceeds the current Minimum Standards for Property Boundary Surveys according to K.A.R. 66-12-1. to the best of my knowledge, information and belief. Note: Basis of Bearings is Kansas State Plane Coordinates, NAD 83 (2011) Kansas North.

LOT AREA:	
Lot 1 = 12,028.7 Sq.Ft.	
0.276 Acres +/-	
Closure Calculations:	
Area: 12128.7 S.F., 0.276 Acres	
Total Perimeter Distance: 451.1	
Closure Error Distance: 0.00	
Closure Precision: 1 in 999,999	

LAND SURVEY COMPANY

A Division of Mgar Enterprises, Inc.
Certificate of Authority: KS, LS#79 - MO, #000224
Quality since 1959
P.O. BOX 528, GRANDVIEW, MISSOURI 64030
PHONE: (816) 966-0839 FAX: (816) 763-1761




Property Owner:
KEI KAMARA
4810 BELINDER COURT
WESTWOOD, KANSAS

- LEGEND:
- DENOTES 1/2" REBAR FOUND ORIGIN UNKNOWN (Unless Otherwise Noted)
 - ⊕ DENOTES 1/2" REBAR SET CAP # 1093
 - B.L. DENOTES BUILDING LINE
 - U/E DENOTES UTILITY EASEMENT
 - SS/E DENOTES SANITARY SEWER EASEMENT
 - D/E DENOTES DRAINAGE EASEMENT
 - P PLATTED DISTANCE
 - M MEASURED DISTANCE

Note:
This Property is NOT in the 100 Year
Floodplain Per FEMA Map 20091C0010G
Dated 8/3/2009

Authorization of Agent / Proof of Ownership

	<p>City of Westwood 4700 Rainbow Blvd Westwood, Kansas 66205 913-362-1550 – Fax 913-362-3308 www.westwoodks.org</p>
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Where an application has been filed by, or on behalf of, a landowner, an affidavit of ownership shall be submitted to the City. Further, where an application has been filed by an agent of a landowner, an affidavit of the landowner establishing the agent's authorization to act on behalf of the landowner shall also be submitted. This form shall be submitted to the City Clerk at the time of filing the application.

Scope of Project/Description of Work: New home rebuild

Project Location/Address: 4810 Belinder Ct, Westwood KS 66205

Agent's Name: Kirk Wulff / Wulff Building

Company: _____ **Fax:** _____

Mailing Address: _____

E-mail Address: Kirk@wulffbuilding.com

Property Owner's Name(s): Kristin & Kei Kamara **Phone:** (785) 760-1394

Company: _____ **Fax:** _____

Mailing Address: 4518 Tomahawk Rd Prairie Village KS 66208 United States

E-mail Address: kristinandkei@gmail.com

I declare under penalty of perjury that I am the owner for the address listed above and I personally completed the above information and certify its accuracy.

Signature of Owner: 

Date: 2-05-2025

Printed Name of Property Owner: KEI KAMARA

City of Westwood, Kansas Ownership Affidavit

State of Kansas)
) ss.
County of Johnson)

Comes now KEI KAMARA (owner) who being duly sworn upon their oath, does state that they are the owner of the property legally described as:

Yates Subdivision Lt 10 & Bq 1000.57's & 200'E NW Cr of NE 1/4 NE 1/4 N 27.02' x 30.00'
Single family home at 4810 Belinder Ct., Westwood, KS 66205

in the application for new house construction
(description of application)

and acknowledges that the submission of said application and agrees to bind the subject property in accordance with the plan submitted as part of the above application.

Dated this 5th day of February, 2025.

[Signature]
Signature of Owner
KEI KAMARA
Printed Name of Owner

Subscribed and sworn to before me this 5th day of February, 2025.

[Signature: Leslie Herring]
Notary Public
8/31/28
My Commission Expires

COUNCIL ACTION FORM

Meeting Date: March 13, 2025

Staff Contact: John Sullivan, Public Works Director

Agenda Item: Consider Agreement with Johnson County, KS for the 2025 Stormwater Best Management Practices (BMP) Cost-Share Program

Background / Description of Item

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

Staff Recommendation

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

Suggested Motion

I move to authorize the Mayor to execute the 2025 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, acting through its Public Works Department (hereinafter “the County”) and the City of Westwood, Kansas, (hereinafter “the City”) (hereinafter collectively “the Parties”) as of the _____ day of _____, 2025.

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 best management practices including 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 \$6,000 (\$3,000 residential cost-share; \$3,000 city demonstration project) 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. The City may use \$3,000 for the purpose of installing a demonstration project. This demonstration project must be approved by SMP and meet the intent of educating the public about the Program and encouraging participation. The City will be reimbursed at 50% of the total demonstration project cost, including materials and labor.
2. **County Contribution.** The County agrees to contribute up to \$8,000 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, formatted as set forth in the attached Exhibit B, to the County summarizing the projects completed under the Program.
- 5. **Duration and Expiration of Agreement.** This Agreement shall be effective as of March 21, 2025, and shall expire on January 31, 2026. 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

NAME
TITLE

Brian Pietig
Director of Public Works

Approved as to form:

Approved as to form:

NAME
TITLE

Scott Abbott
Asst. County Counselor

Attest:

NAME
TITLE

Exhibit A

Contain the Rain Program Requirements – 2025

The City encourages individual homeowners and businesses to incorporate Stormwater Best Management Practices (BMPs) on their property to aid in the improvement of local and regional water quality. Additionally, the City encourages planting native plants and trees to support the natural ecosystem and provide food sources for birds and pollinators. 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 BMPs:

Project Type	Project Reimbursement Cap
Rain Barrel	\$75 per barrel, up to two
Native Tree	\$150 per tree, up to two
Native Plant Garden (must receive runoff)	\$1000
Rain Garden (must have pre-approval)	\$1000

Program Applicant Guidelines

1. All trees and plants must be native to KC Metro area. Cities may provide plant lists to participants for guidance.
2. Trees must not be planted where it will interfere with traffic sight lines or in the right-of-way.
3. Homeowner is responsible for verifying the tree species is appropriate for space. Consult <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 applicable permits, including notifying Kansas One-Call before digging. The Dig Safe phone number is 811.
7. To be reimbursed:
 - a. City will reimburse participant after all costs have been incurred, final receipts submitted and project final approval obtained. Project and costs must be complete in the funding year.
 - b. All reimbursements are on a first-come, first-served 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, 2025.
8. For Rain Gardens Only:
 - a. Pre-approval required before work can begin.
 - b. City requires access to property for evaluation of the application prior to the start of project, during installation and after project is complete for final inspection.
 - c. Projects pre-approved for funding carry no implied warranty or guarantee of reimbursement by City.
 - d. Implementation of approved project is sole responsibility of applicant.

Instructions to Apply for Rain Garden Reimbursement – SMP Administered Cities

1. Complete pre-approval application. Applicant provides:
 - a. Completed online or paper application
 - b. Description of proposed project and preliminary sketch or design
 - c. Photo(s) of project location on property
 - d. Cost summary and/or contractor's estimate for project
 - e. Contractor's Certificate of Insurance listing 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 staff. This initial site visit must be complete before work can begin.
4. After initial site visit, and once pre-approval is issued, project may begin.
5. Contact JoCo SMP staff for final inspection once project is complete.
6. Submit final receipts and photos, if applicable, to JoCo SMP staff for final approval.
7. Approval decision will be issued within five business days of completed final application.
8. Payment of approved projects will be issued within six-eight weeks.

All reimbursements made on a first-come, first-served basis while funding is available. Pre-approval of project does not guarantee reimbursement.

Contact Information:

Lesley Rigney
Johnson County Stormwater Management Program (JoCo SMP)
1800 Old 56 Hwy, Olathe, KS 66061
Lesley.Rigney@jocogov.org
913-715-8316

Exhibit B

Contain the Rain Final Report Template – 2025

Total Reimbursement Amount Requested/ Official Invoice

Project Table

Last Name	First Name	Street Address	City	Zip	Email	Project Type	Project Reimbursement

Project Narrative

- Program Background: Include brief overview of project, name(s) of program contacts, program website
- Promotion/ outreach methods and strategies
- Participation overview
- Program assessment (successes, lessons learned, suggestions for program improvement)
- Project Documentation (photos, unique designs, positive feedback)
- Project Location Map (optional)

Council Action Form

Meeting Date: March 13, 2025

Staff Contact: John Sullivan, Public Works Director

Agenda Item: Consider an agreement between the City of Roeland Park, Kansas, and the City of Westwood, Kansas, for the operation and maintenance of Streetlighting Systems

Background / Description of Item

As part of the Mission Road improvement from W. 53rd Street to W. 47th Street, the streetlighting system is to be improved for the benefit of both parties. The new streetlighting system will be located within the City of Roeland Park and as such will be owned by the City of Roeland Park. With Mission Road being a shared corridor, both cities will benefit from streetlighting and as such Westwood will agree to fund 50% of the operation and maintenance to include insurance claims related deductibles, electrical energy costs, maintenance costs and replacement costs needed to keep the Streetlighting System operating as designed. Roeland Park will provide the personnel either with its own force or through contract with an outside vendor to perform the maintenance as required for the system. The rates shown in Appendix "A" represent the costs paid by Roeland Park under an annual contract to a maintenance contractor, per pole, for routine maintenance. The monthly maintenance rates may not include non-routine service, such as knockdowns, fire repairs, luminaire replacement, underground cable repair, and major modifications. Actual costs for non-routine service shall be shared proportionately Fifty percent (50%) by each city. The maintenance and operation of the Streetlighting System shall be administered by Roeland Park acting by and through its Director of Public Works.

Staff Comments/Recommendation

Roeland Park is anticipating October 1, 2025, beginning operation of the new system which is reflected in Appendix "A" of the Agreement. Staff recommend the City Council authorize the mayor to sign the agreement.

Budget Impact

The cost of the electricity and maintenance should be comparable to the current expense we outlay for the street lighting that is being replaced. The schedule in Appendix "A" reflect the estimated amount of expense to operate the system annually. Westwood is responsible for Fifty percent (50%).

Suggested Motion

I move to authorize the mayor to execute the Agreement between the City of Roeland Park, Kansas, and the City of Westwood, Kansas, for the operation and maintenance of Streetlighting Systems.

AGREEMENT BETWEEN THE CITY OF ROELAND PARK, KANSAS, AND CITY OF WESTWOOD, KANSAS, FOR THE OPERATION AND MAINTENANCE OF STREETLIGHTING SYSTEMS

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the CITY OF ROELAND PARK, KANSAS ("Roeland Park") and the CITY OF WESTWOOD, KANSAS ("Westwood"), (collectively, "the Parties"), each party having been organized and now existing under the laws of the State of Kansas.

WHEREAS, the Mission Road, 47th Street to 53rd Street streetlighting system, as shown in Appendix "A" (the "Streetlighting System"), attached hereto and incorporated herein by this reference is primarily located in Roeland Park but provides lighting to both the Roeland Park and Westwood sides of Mission Road; and

WHEREAS, the Governing Bodies of both cities have previously approved the installation of the Mission Road, 47th Street to 53rd Street Streetlighting System; and

WHEREAS, K.S.A. 12-2908 authorizes the Parties hereto to cooperate in operating and maintaining the aforesaid Streetlighting System which is the property of the two cities as indicated in Appendix "A"; and

WHEREAS, the Governing Bodies of both Parties hereto have determined to enter into this Agreement for the aforesaid purpose as authorized and provided for by K.S.A. 12-2908 and K.S.A. 68-169; and

WHEREAS, the Governing Body of Westwood Kansas, did approve and authorize its Mayor to execute this Agreement by official vote of said body on the ____ day of _____, 2025 and

WHEREAS, the Governing Body of Roeland Park, Kansas, did approve and authorize its Mayor to execute this Agreement by official vote of said body on the 3 day of March, 2025 and

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

1. DURATION OF AGREEMENT: The Parties hereto agree that this agreement shall exist for the lifetime of the Streetlighting System, unless sooner terminated by written notice presented by either party.
2. NO LEGAL ENTITY CREATED: There will be no separate legal entity created under this Agreement. The Parties to this Agreement shall be responsible for the administration of this Agreement.
3. PURPOSE OF THE AGREEMENT: The purpose of this Agreement is to fund the operation and maintenance of Streetlighting System listed in Appendix "A", equally between Roeland Park and Westwood.
4. OWNERSHIP & INSURANCE OF SYSTEM: The Parties acknowledge that the Streetlighting System is owned and maintained by the City of Roeland Park. Insurance coverage of the Streetlighting System will be maintained by Roeland Park for as long as the agreement is in place. Roeland Park will provide Westwood proof of coverage for as long as the agreement is in place.
5. SHARING OF COSTS: The Parties shall each pay Fifty percent (50%) of the cost for operation, maintenance, insurance claims related deductibles and replacement of the Streetlighting System, consisting of the electrical energy costs, maintenance costs and replacement costs needed to keep the Streetlighting System operating as designed. Roeland Park will provide, maintain, and make available personnel and all general and special equipment, materials, supplies, and inventories necessary for the performance of the routine service work contemplated herein as replacement of the lamps, fuses, luminaires, poles, bracket arms, foundations, breakaway bases, etc. for the Streetlighting System. In order to reimburse Roeland Park for its costs of routine maintenance of the Streetlighting System and expenses associated therewith, Westwood shall pay Roeland Park therefore annually the respective monthly rates shown in Appendix "A". The rates will be reviewed annually and shall be adjusted based on the actual costs paid by the City of Roeland Park for maintenance. The rates shown in Appendix "A" represent the costs paid by the City of Roeland Park under an annual contract to a maintenance contractor, per pole, for routine maintenance.

6. The monthly maintenance rates may not include non-routine service, such as knockdowns, fire repairs, luminaire replacement, underground cable repair, and major modifications. Actual costs for non-routine service shall be shared proportionately Fifty percent (50%) by each city.

7. ADMINISTRATION OF PROJECT: The maintenance and operation of the Streetlighting System shall be administered by Roeland Park acting by and through its Director of Public Works, who shall be the principal public official designated to administer said public project; in this capacity, Roeland Park is empowered to do all things reasonably necessary to cause the maintenance and operation of said system.

8. PLACING AGREEMENT IN FORCE. The attorney for Roeland Park shall cause this Agreement to be executed. Each party hereto shall receive a duly executed copy of this Agreement for their official records.

The Remainder of this page has intentionally been left blank.

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

CITY OF ROELAND PARK, KANSAS



MICHAEL POPPA, MAYOR



KELLEY NIELSEN
CITY CLERK

APPROVED AS TO FORM:



STEVE MAUER
CITY ATTORNEY

CITY OF WESTWOOD, KANSAS

DAVID E. WATERS
MAYOR

ATTEST:

ABBY SCHNEWEIS
CITY CLERK

APPROVED AS TO FORM:

RYAN DENK
CITY ATTORNEY

APPENDIX "A"

Mission Road Streetlighting System
2/12/2025

Cost breakdown assumes that the Streetlighting System is operational on October 1, 2025.

33 poles/luminaires total

2025

Total 2025 Routine Maintenance Cost	\$ 0	(System under 2-year bond)
Total Estimated 2025 Electricity Cost	<u>\$ 188.00</u>	
Total	\$ 188.00	

Roeland Park Share (estimated)	\$ 94.00
Westwood Share (estimated)	\$ 94.00

2026

Total 2026 Routine Maintenance Cost	\$ 0	(System under 2-year bond)
Total Estimated 2026 Electricity Cost	<u>\$ 1,914.00</u>	(Nov 2024 Evergy cost plus 5%)
Total	\$ 1,914.00	

Roeland Park Share (estimated)	\$ 957.00
Westwood Share (estimated)	\$ 957.00

2027

Total 2027 Routine Maintenance Cost	\$ 0	(Estimate System under 2-year bond)
Total Estimated 2027 Electricity Cost	<u>\$ 2,010.00</u>	(Nov 2024 Evergy cost plus 10%)
Total	\$ 2,010.00	

Roeland Park Share (estimated)	\$ 1,005.00
Westwood Share (estimated)	\$ 1,005.00

2028

Total 2028 Routine Maintenance Cost	\$ 1,660.00	(RP 2025 Annual Contract plus 15%)
Total Estimated 2028 Electricity Cost	<u>\$ 2,110.00</u>	(Nov 2024 Evergy cost plus 15%)
Total	\$ 3,770.00	

Roeland Park Share (estimated)	\$ 1,885.00
Westwood Share (estimated)	\$ 1,885.00

Note: Actual costs for non-routine service shall be shared proportionately Fifty percent (50%) by each city.