



# CITY OF WESTWOOD, KANSAS

## CITY COUNCIL MEETING

4700 RAINBOW BLVD. WESTWOOD, KS 66205

Thursday, September 11, 2025 at 7:00 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]*

---

#### 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.

A. Public Hearing - Consider Resolution No. 148-2025 approving a tax rate in excess of the Revenue Neutral Rate for the 2026 budget year

B. Public Hearing - Consider Resolution No. 149-2025 adopting the fiscal year 2026 budget

##### IV. PRESENTATIONS AND PROCLAMATIONS

##### 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 August 14, 2025 City Council meeting minutes

B. Consider approval of Appropriations Ordinance 778

## **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 Department Report (Police Chief Curt Mansell)
- [D.](#) Treasurer's Report (City Treasurer Michelle Ryan)
- [E.](#) Financial Advisor Investment Report (Adam Pope, Columbia Capital Management)
- [F.](#) City Attorney Report (Ryan Denk)

## **IX. OLD BUSINESS**

## **X. NEW BUSINESS**

- [A.](#) Consider approving Assignment of Real Estate Purchase Agreement with Hunt Midwest Real Estate Development for purchase rights related to real property (former Westwood View Elementary School)
- [B.](#) Consider Ordinance No. 1052 establishing a procedure to acknowledge verified hardships resulting from the prohibition of overnight parking on public streets
- [C.](#) Consider renewing Master Agreement for Building Official Services with George Butler Associates, Inc. (GBA)
- [D.](#) Consider allowing the consumption of alcoholic beverages on City property at 5000 and 5050 Rainbow for Westwood's Oktoberfest celebration

## **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, October 9, 2025, at 7:00 PM at Westwood City Hall. The City Calendar may be accessed at [www.westwoodks.org](http://www.westwoodks.org). To receive further updates and communications, please see or sign up for the following:

**Westwood Buzz Email:** <https://bit.ly/3wA4DWx>

**Facebook:** [City of Westwood Kansas-Government](#)  
[Westwood, KS Police Department](#)

**COUNCIL ACTION FORM**

Meeting Date: September 11, 2025  
Staff Contact: Leslie Herring, City Administrator

---

Agenda Item: Consider Resolution No. 148-2025 approving a tax rate in excess of the Revenue Neutral Rate for the 2026 budget year

---

**Background/Description of Item**

Over the last several months the Council and staff have worked to develop the 2026 budget. The Governing Body reviewed the recommended budget on June 12<sup>th</sup> and again on July 10<sup>th</sup>. At the July 10<sup>th</sup> meeting, the City Council approved providing public notice to exceed the Revenue Neutral Rate.

**Staff Comments/Recommendations**

The Revenue Neutral Rate is the tax rate in mills that will generate the same property tax in dollars as the previous tax year using the current tax year's total assessed valuation. In Westwood, the Revenue Neutral Rate for fiscal year 2026 would be 18.822 mills. The 2026 recommended budget provides for a total mill rate of 25.199, increased by 4 mills from fiscal year 2025 to increasing funding to the City's under-resourced Capital Improvement Fund/Plan.

Per Senate Bill 13, the recommended budget requires a Revenue Neutral Rate hearing to exceed the revenue neutral rate provided by the County Clerk. Notice of intent to exceed the Revenue Neutral Rate was provided to the County Clerk by July 20<sup>th</sup> and the notice of public hearing was published on August 26, 2025. The public hearing will occur at the beginning of the September 11, 2025 meeting. The adoption of the 2026 budget will occur following the adoption of the Revenue Neutral Rate resolution.

Staff recommends the City Council approve a resolution adopting a tax rate in excess of the Revenue Neutral Rate for the 2026 budget year.

***Suggested Motion***

*I move to approve Resolution No. 148-2025 approving a tax rate or mill levy rate in excess of the Revenue Neutral Rate for the 2026 budget year.*

**RESOLUTION NO. 148-2025**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WESTWOOD, KANSAS, APPROVING A TAX RATE OR MILL LEVY RATE IN EXCESS OF THE REVENUE NEUTRAL RATE FOR THE 2026 BUDGET YEAR.**

**WHEREAS**, pursuant to K.S.A. 79-2988 (the "Act"), the Clerk of Johnson County, Kansas, has calculated and notified the City of Westwood, Kansas (the "City") that, for the City's 2026 budget year, the City's "revenue neutral rate" (as such term is defined by the Act) is 18.822 mills (for informational purposes only, one mill is equal to 1/1000th of a Dollar of assessed value);

**WHEREAS**, the Act further provides that no tax rate in excess of the revenue neutral rate shall be levied by the Governing Body of the City except in accordance with procedures established under the Act;

**WHEREAS**, the Governing Body of the City adopted Resolution No. 145-2025 on July 10, 2025, calling for a public hearing considering exceeding the revenue neutral rate to be held by the Governing Body on September 11, 2025;

**WHEREAS**, the public hearing was held on September 11, 2025, with an opportunity for all interested persons to be heard regarding the matter of exceeding the revenue neutral rate; and

**WHEREAS**, in accordance with the provisions of the Act, at such public hearing and after the Governing Body heard from interested taxpayers, the Governing Body voted on and approved this Resolution by majority vote of the Governing Body.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS:**

**Section 1. Approval to Exceed Revenue Neutral Rate; Approved Tax Rate.** Pursuant to the Act, the City, by and through its Governing Body, hereby approves exceeding the revenue neutral rate. The City's approved tax/mill levy rate for the 2026 budget year is 25.199 mills, which amount does not exceed the amount of the proposed tax rate set forth in Resolution No. 145-2025.

**Section 2. Effective Date.** This resolution shall be effective upon its adoption by the Governing Body of the City of Westwood, Kansas.

**ADOPTED** this 11<sup>th</sup> day of September, 2025, by majority vote of the Governing Body.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

---

Ryan Denk, City Attorney

## COUNCIL ACTION FORM

Meeting Date: September 11, 2025  
Staff Contact: Leslie Herring, City Administrator

---

Agenda Item: Consider adopting Resolution No. 149-2025 adopting the fiscal year 2026 annual budget

---

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

Over the last several months the Council and staff have worked to develop the 2026 budget. The Governing Body reviewed the recommended budget on June 12<sup>th</sup> and again on July 10<sup>th</sup>. At the July 10<sup>th</sup> meeting, the City Council approved providing public notice to exceed the Revenue Neutral Rate.

### **Staff Comments/Recommendations**

The City will hold the required Revenue Neutral Rate and 2026 budget hearing on September 11<sup>th</sup>, prior to adopting a Resolution to Exceed the Revenue Neutral Rate. Both steps must occur prior to budget adoption. Once submitted to the County Clerk, the budget sets the budget authority for each fund. The City is authorized by K.S.A. 79-2929a to amend the budget before December 31<sup>st</sup> to spend money not in the original budget. The additional expenditures have to be made from existing revenue and cannot require additional tax levies.

Additional budget information can be found on the City's website or in the attached 2026 Budget presentation.

Staff recommends the City Council adopt the 2026 budget as certified in the amount of \$8,258,636 with ad valorem tax in the amount of \$1,323,231.

### **Budget Impact**

The 2026 recommended budget provides for a total mill rate of 25.199, increased by 4 mills from fiscal year 2025 to increasing funding to the City's under-resourced Capital Improvement Fund/Plan.

### *Suggested Motion:*

*I move to approve Resolution No. 149-2025 adopting the 2026 budget as certified in the amount of \$8,258,636 with ad valorem tax in the amount of \$1,323,231.*

**CITY OF WESTWOOD, KANSAS**

**RESOLUTION NO. 149-2025**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WESTWOOD, KANSAS, ADOPTING THE FISCAL YEAR 2026 ANNUAL BUDGET FOR THE CITY OF WESTWOOD.**

**WHEREAS**, the Fiscal Year 2026 Annual Budget has been discussed by the Governing Body at various City Council meetings, work sessions, and other public meetings noticed in accordance with state law; and

**WHEREAS**, pursuant to K.S.A. § 79-2929, a public hearing was conducted at the September 11, 2025 City Council meeting to answer and hear any objections of taxpayers relating to the proposed Fiscal Year 2026 Annual Budget; and

**WHEREAS**, notice of publication of the proposed Annual Budget and public hearing was made as provided by law; and

**WHEREAS**, the Governing Body believes it is in the best interest of the City to adopt the Fiscal Year 2026 Annual Budget as presented.

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

**Section 1.** The City of Westwood, Kansas, a municipal corporation, does hereby adopt the Fiscal Year 2026 Annual Budget as presented at the September 11, 2025 City Council meeting.

**Section 2.** Effective Date. This resolution shall be effective upon its adoption by the Governing Body of the City of Westwood, Kansas.

**Section 3.** In accordance with K.S.A. 79-1801, on or before October 1, 2025, the City Clerk shall certify and electronically file with the Johnson County, Kansas County Clerk (the "County Clerk") the budget Certificate giving the amount of ad valorem tax to be levied and the total amount of the adopted Fiscal Year 2026 Annual Budget along with other information pertaining thereto in accordance with State law.

**Section 4.** The Fiscal Year 2026 Annual Budget as approved and filed with the County Clerk shall constitute an appropriation for each fund as provided in K.S.A. 79-2934.

**ADOPTED** this 11<sup>th</sup> day of September, 2025, by majority vote of the Governing Body.

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

ATTEST:

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

APPROVED AS TO FORM:

---

Ryan Denk, City Attorney

# Fiscal Year 2026: Budget Hearing

---

September 11, 2025

# Presentation Overview

- Priorities and Issues
- Significant Topics and Trends
- Westwood Structure
- Budget Process
- Long-range Operating Financial Factors
- Major Revenues and Expenditures Summary
- Operational (General Fund) Overview
- Capital Program
- Other Funds Overview
- Debt Overview
- Actions Taken to Address Fiscal Sustainability
- Big Picture Reflections

# Priorities and Issues

## Priorities



Street maintenance and streetlight replacement



Tree canopy health



Market competitiveness in employee wages and benefits



Land (re)use

## Issues

- Capital Improvement Fund/Plan needs exceed current projected revenues
- Management of mature trees and canopy renewal
- State legislative actions creating uncertainty around cities' use of property and sales taxes (for operational and personnel expenses)
- Community resistance to land use changes limits revenue growth and amenity expansion

# 2024 Community Survey Findings (Priorities)

## Ranked Priorities

## Funding Approach Preferences

Top Three Priorities by Age Cohort

Priority area	All residents	Age Cohort				
		>30%	20-29%	10-19%	<10%	65+
Street maintenance	67%	55%	55%	78%	73%	70%
Tree care and planting	36%	38%	40%	47%	35%	29%
Streetlights	32%	23%	21%	31%	31%	43%
Environmentally sustainable practices	27%	38%	28%	29%	27%	22%
Rebate program for City property taxes	26%	15%	9%	18%	26%	44%
Bicycle/pedestrian facilities	18%	25%	36%	18%	11%	10%
Recreation programs and community events	18%	38%	28%	22%	8%	9%
Grants for resident housing improvements	18%	28%	21%	20%	16%	13%
City building improvements	15%	5%	19%	10%	18%	19%
Public art	12%	18%	17%	14%	11%	7%
Community room	6%	5%	4%	4%	6%	7%
Organized volunteer program	4%	5%	2%	4%	6%	4%
Bike share program	2%	3%	9%	0%	2%	0%

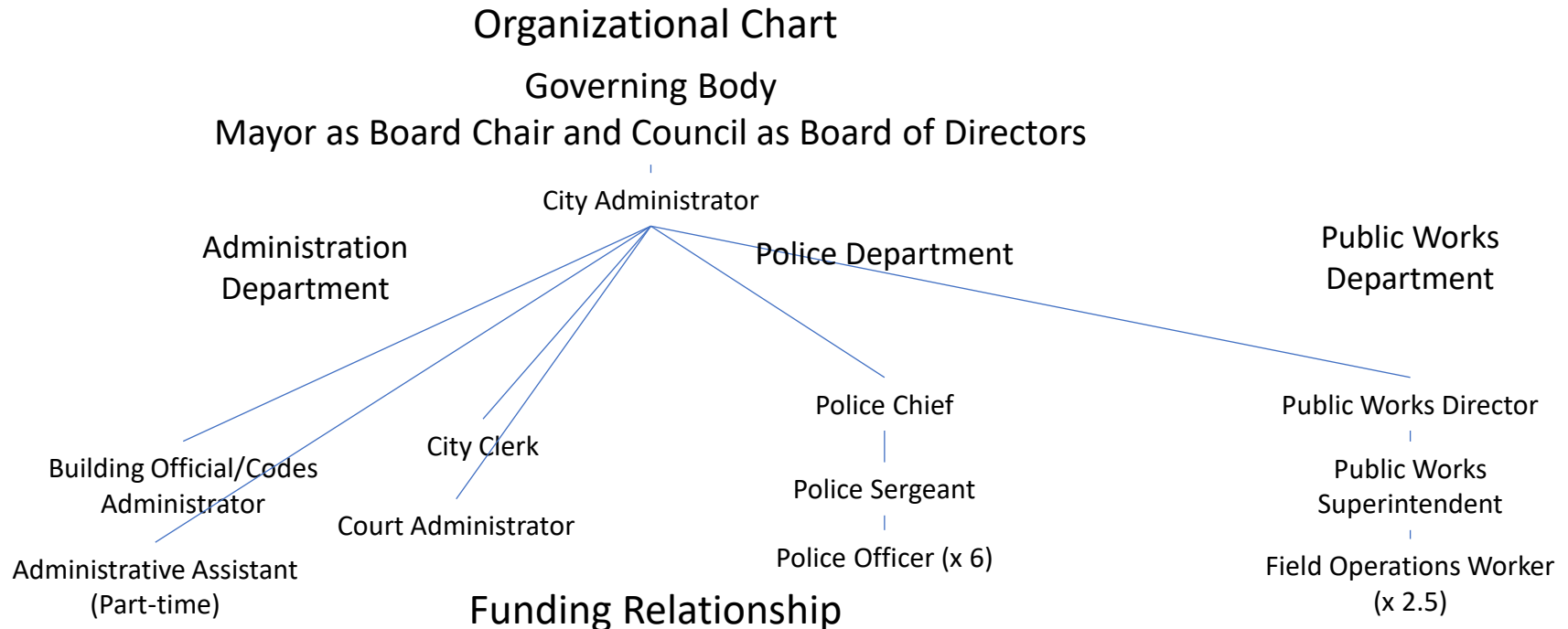


Willingness To Pay Additional Taxes for Capital Improvements (Very + Somewhat Willing) by Income Group and Housing Type



Priority area	All residents	Income Group				Owners	Renters
		<\$60K	\$60-\$120K	\$120-\$200K	>\$200K		
0.5 mill in property taxes	82%	69%	84%	84%	90%	82%	87%
1 mill in property taxes	70%	45%	70%	80%	80%	69%	80%
1.5 mill in property taxes	57%	39%	54%	67%	70%	57%	56%
2 mill in property taxes	49%	34%	46%	53%	65%	49%	53%
.5% in sales tax	64%	54%	62%	71%	67%	65%	53%
.75% in sales tax	49%	33%	49%	52%	61%	50%	38%
1% in sales tax	42%	23%	41%	48%	56%	44%	24%
1.25% in sales tax	34%	15%	28%	37%	52%	35%	19%
1.5% in sales tax	30%	22%	23%	31%	48%	31%	18%

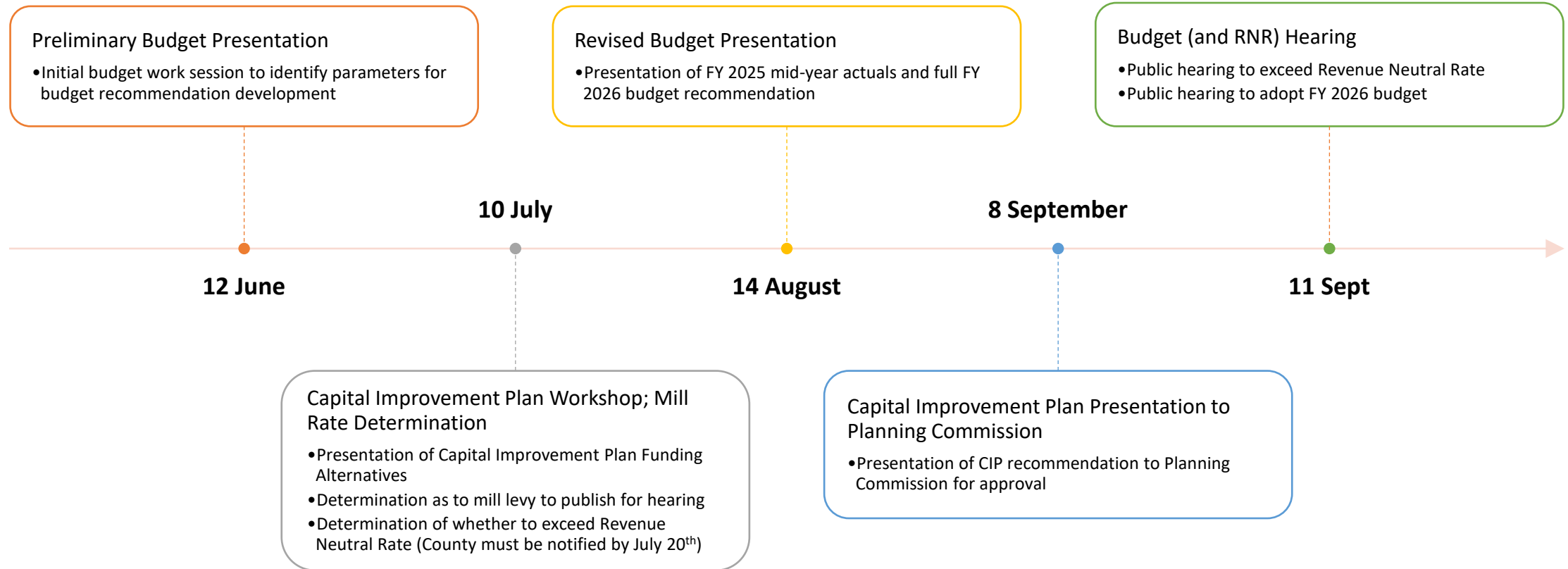
# Westwood Structure



## Funding Relationship

Accounting Fund	Administration	Police	Public Works
General Fund – General Overhead			
General Fund – Administration			
General Fund – Public Works			
General Fund – Police			
General Fund – Parks & Recreation			
Capital Improvement Fund			
Equipment Reserve Fund			
Stormwater Utility Fund			
Special Highway Fund			
Woodside TIF/CID Fund			
Debt Service Fund			

# Budget Calendar



# Long-range Operating Financial Factors

## Capital Improvement Plan

The City's CIP is underfunded to keep up with projects.

The local ½ cent special use sales tax expires in 2028 and improvements to the City's local streets aren't eligible for outside funding programs.

## Personnel costs

Past market adjustments to wages – although consistently high for Westwood – are on average behind neighboring Northeast Johnson County cities.

Currently, 7/8 Police staff and all Public Works employees are within or above Westwood's target pay ranges. (3/4 staff in Administration are below target pay ranges)

## Maintain fund reserves in line with Financial Policy

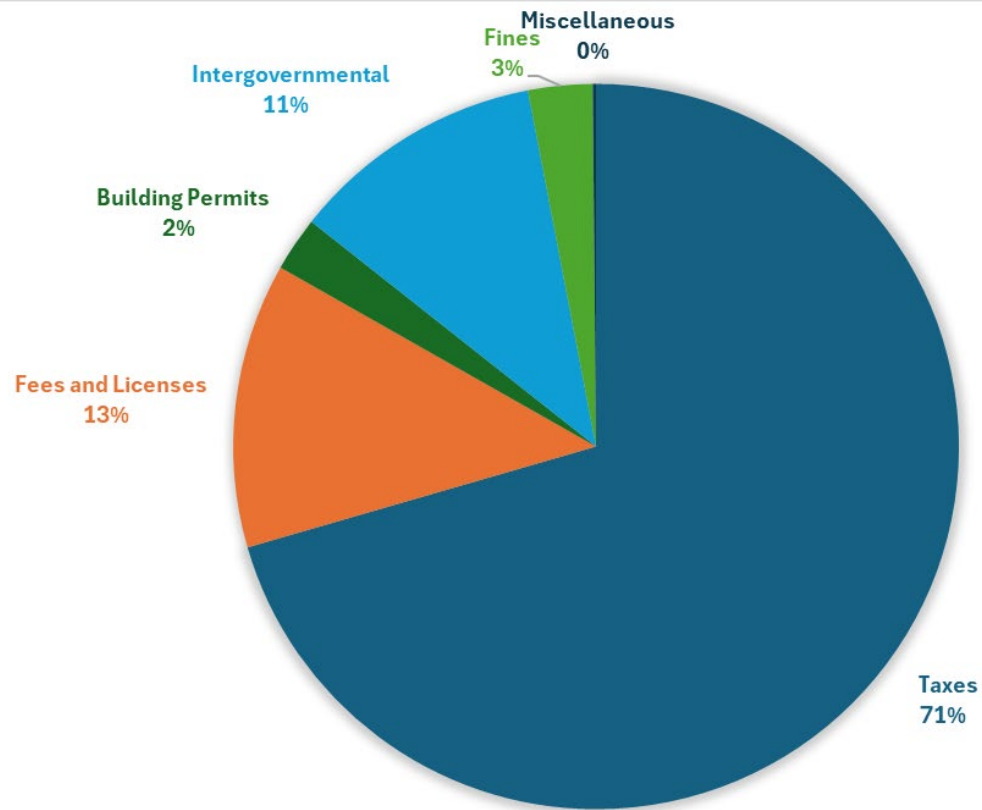
The City's adopted financial policy targets a 30% reserve balance in the General Fund.

The proposed 2026 budget results in a projected reserve balance of 20% in the General Fund

# Major Revenues and Expenditures Summary - General Fund

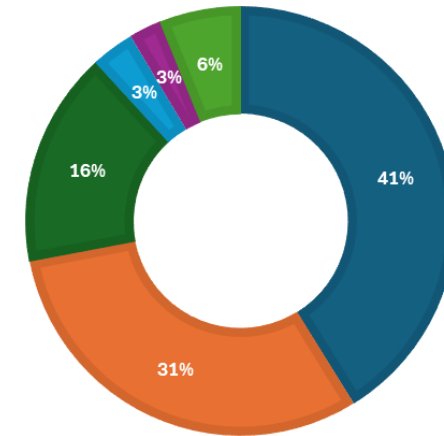
	Year Ending 12/31/2023	Year Ending 12/31/2024	Year To Date 7/31/2025	Current Year Budget 12/31/2025	Next Year's Budget 2026		
	Actual	Actual	Actual	Forecast	Adopted		
					Proposed		
Beginning Fund Balance	\$ 1,380,438	\$ 1,465,226	\$ 1,455,794	\$ 1,455,794	\$ 1,480,334	\$ 1,056,619	
<b>Revenues</b>							
Taxes	\$ 2,157,701	\$ 2,250,299	\$ 1,738,084	\$ 2,277,618	\$ 2,235,147	\$ -	\$ 2,464,358
Fees and Licenses	\$ 477,267	\$ 443,705	\$ 285,222	\$ 445,324	\$ 444,124	\$ -	\$ 444,000
Building Permits	\$ 66,464	\$ 99,803	\$ 59,727	\$ 90,000	\$ 85,000	\$ -	\$ 85,000
Intergovernmental	\$ 309,081	\$ 324,468	\$ 213,767	\$ 368,500	\$ 372,500	\$ -	\$ 396,600
Restricted Use	\$ -	\$ 345,242	\$ -	\$ -	\$ -	\$ -	\$ -
Fines	\$ 97,086	\$ 107,385	\$ 70,415	\$ 100,000	\$ 100,000	\$ -	\$ 100,000
Miscellaneous	\$ 76,691	\$ 53,978	\$ 20,006	\$ 26,681	\$ 5,250	\$ -	\$ 5,100
<b>TOTAL</b>	<b>\$ 3,184,290</b>	<b>\$ 3,624,880</b>	<b>\$ 2,387,221</b>	<b>\$ 3,308,123</b>	<b>\$ 3,242,021</b>		<b>\$ 3,495,058</b>
<b>Expenditures</b>							
Salary & Benefits	\$ 1,879,598	\$ 1,896,171	\$ 1,232,214	\$ 2,076,096	\$ 2,084,436	\$ -	\$ 2,176,875
Employee Expenses	\$ 37,131	\$ 41,022	\$ 35,146	\$ 51,500	\$ 71,200	\$ -	\$ 55,250
Professional Fees	\$ 366,840	\$ 368,999	\$ 143,433	\$ 422,945	\$ 389,650	\$ -	\$ 409,850
General Operating Expenses	\$ 116,960	\$ 142,425	\$ 92,699	\$ 171,067	\$ 151,150	\$ -	\$ 171,100
Utilities	\$ 310,256	\$ 299,854	\$ 157,442	\$ 330,753	\$ 343,833	\$ -	\$ 326,580
Equipment and Maintenance	\$ 65,507	\$ 106,704	\$ 55,403	\$ 108,000	\$ 82,500	\$ -	\$ 95,000
Park and Events	\$ 30,230	\$ 37,195	\$ 13,879	\$ 33,850	\$ 31,750	\$ -	\$ 34,750
WV TIF 40% Sales Tax	\$ -	\$ 50,346	\$ 54,600	\$ 54,600	\$ 50,000	\$ -	\$ 60,000
Interfund Transfers	\$ 273,830	\$ 889,637	\$ -	\$ 448,487	\$ 448,487	\$ -	\$ 517,500
Intergovernmental	\$ 19,151	\$ -	\$ -	\$ 10,000	\$ 20,000	\$ -	\$ 10,000
<b>TOTAL</b>	<b>\$ 3,099,502</b>	<b>\$ 3,832,354</b>	<b>\$ 1,784,816</b>	<b>\$ 3,707,298</b>	<b>\$ 3,673,006</b>		<b>\$ 3,856,905</b>
Fund Balance	\$ 1,465,226	\$ 1,257,752	\$ 2,058,199	\$ 1,056,619	\$ 1,049,349	\$ -	\$ 694,772
Reserves	46%	35%		32%	32%		20%

# General Fund: Revenues

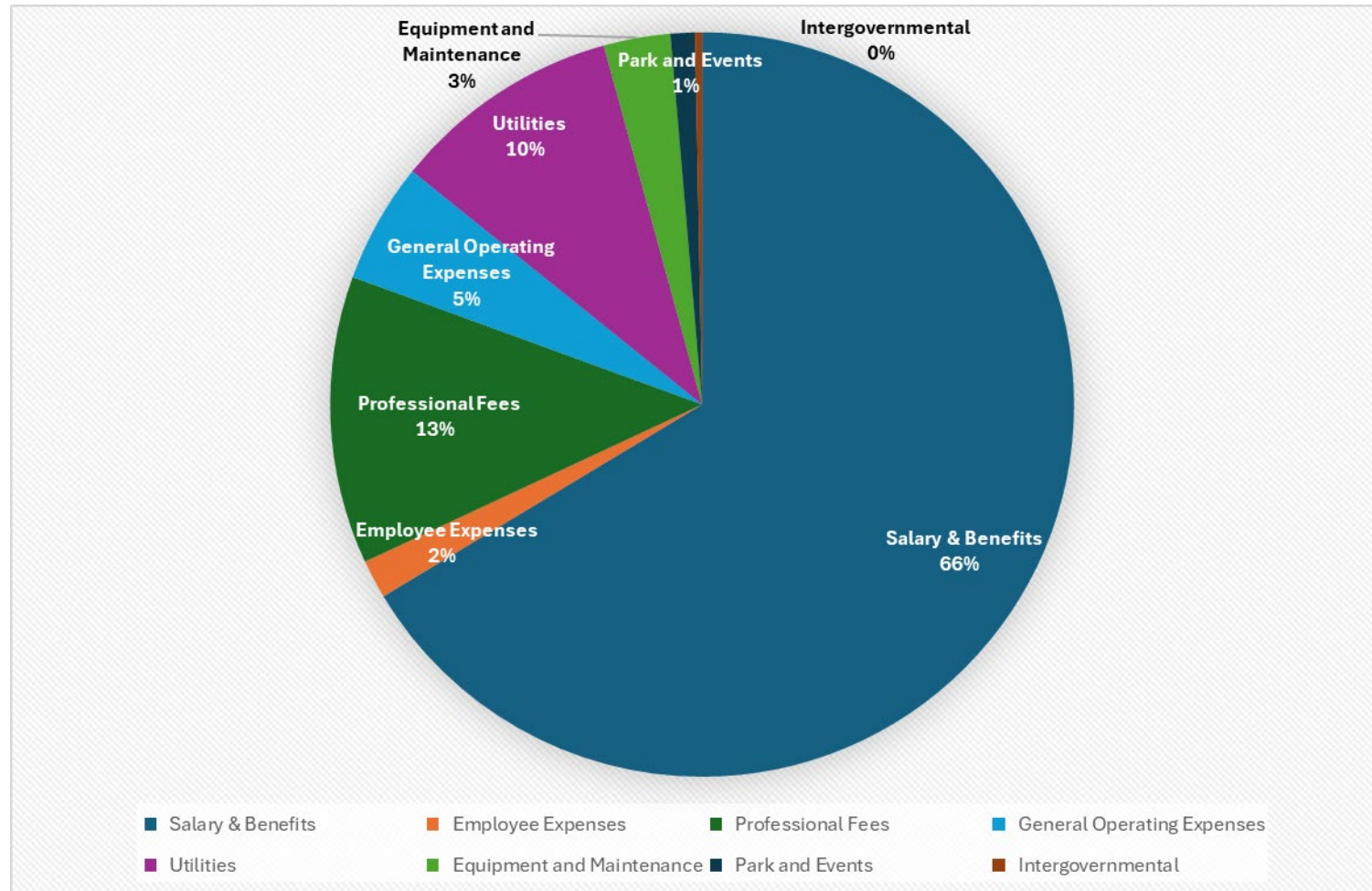


**TAXES DETAIL**

- 4010 - Ad Valorem Tax
- 4020 - City Sales & Use Tax
- 4040 - County Sales & Use Tax
- 4050 - Liquor Grs Rec Tax
- 4060 - Motor Vehicle Tax
- 4070 - Special Assessments



# General Fund: Expenditures



# General Fund - Revenues

- Reflects increasing ad valorem by 4 mills
- Fees for permits and licenses increased effective 1/1/25, but revenues forecasted conservatively to
- Intergovernmental fees will increase due to renegotiating Police Services contracts with Mission Woods and Westwood Hills

	Year Ending	Year Ending	Year To Date		Current Year Budget	Next Year	Item B, Section III, Item
	12/31/2023	12/31/2024	7/31/2025		12/31/2025		
	Actual	Actual	Actual	Forecast	Adopted		Proposed
<b>Taxes</b>							
4010 - Ad Valorem Tax	\$ 781,002	\$ 798,994	\$ 841,126	\$ 848,901	\$ 848,901		\$ 1,014,358
4020 - City Sales & Use Tax	\$ 707,250	\$ 770,397	\$ 443,433	\$ 745,550	\$ 720,733		\$ 760,000
4040 - County Sales & Use Tax	\$ 384,499	\$ 390,669	\$ 236,010	\$ 393,600	\$ 375,946		\$ 400,000
4050 - Liquor Grs Rec Tax	\$ 85,135	\$ 82,387	\$ 42,671	\$ 80,000	\$ 80,000		\$ 80,000
4060 - Motor Vehicle Tax	\$ 56,685	\$ 61,566	\$ 30,150	\$ 60,842	\$ 60,842		\$ 60,000
4070 - Special Assessments	\$ 143,129	\$ 146,286	\$ 144,694	\$ 148,725	\$ 148,725		\$ 150,000
<b>Total Taxes</b>	\$ 2,157,701	\$ 2,250,299	\$ 1,738,084	\$ 2,277,618	\$ 2,235,147	\$ -	\$ 2,464,358
<b>Fees and Licenses</b>							
4110 - Woodside Rent	\$ 240,000	\$ 240,000	\$ 140,180	\$ 240,000	\$ 240,000		\$ 240,000
4120 - Utility Franchise Fees	\$ 209,105	\$ 174,113	\$ 114,657	\$ 172,124	\$ 172,124		\$ 170,000
4130 - Community Room Fees	\$ 3,466	\$ 4,467	\$ 2,083	\$ 4,000	\$ 5,000		\$ 5,000
4140 - Animal Tag Fee	\$ 75	\$ 65	\$ -	\$ -	\$ -		\$ -
4150 - Pool Fees	\$ 16,600	\$ 16,711	\$ 19,132	\$ 19,200	\$ 17,000		\$ 19,000
4160 - Occupational License	\$ 8,021	\$ 8,349	\$ 9,170	\$ 10,000	\$ 10,000		\$ 10,000
<b>Total Fees and Licenses</b>	\$ 477,267	\$ 443,705	\$ 285,222	\$ 445,324	\$ 444,124		\$ 444,000
<b>Building Permits</b>							
4210 - Building Permit Fee - WW	\$ 62,184	\$ 69,746	\$ 58,980	\$ 80,000	\$ 75,000		\$ 75,000
4220 - Building Permit Fee - WWH	\$ 2,521	\$ 1,776	\$ 582	\$ 5,000	\$ 5,000		\$ 5,000
4230 - Building Permit Fee - MW	\$ 1,760	\$ 28,281	\$ 165	\$ 5,000	\$ 5,000		\$ 5,000
<b>Total Building Permits</b>	\$ 66,464	\$ 99,803	\$ 59,727	\$ 90,000	\$ 85,000		\$ 85,000
<b>Intergovernmental</b>							
4310 - Police Services WWH	\$ 163,000	\$ 163,000	\$ 107,306	\$ 187,450	\$ 187,450		\$ 200,000
4320 - Police Services MW	\$ 125,000	\$ 114,583	\$ 82,291	\$ 143,750	\$ 143,750		\$ 155,000
4330 - Police Services - Crossing Guard	\$ 4,236	\$ 5,691	\$ 3,625	\$ 6,700	\$ 6,700		\$ 7,000
4340 - Police Services - Other Revenue	\$ -	\$ 20,836	\$ 4,963	\$ 10,000	\$ 12,000		\$ 12,000
4350 - City Hall Use - WWH	\$ 2,100	\$ 2,100	\$ 1,225	\$ 2,100	\$ 2,100		\$ 2,100
4355 - City Hall Use - MW	\$ 2,100	\$ 2,100	\$ 1,225	\$ 2,100	\$ 2,100		\$ 2,100
4360 - Public Work Services - MW WH	\$ 6,773	\$ 9,375	\$ 9,429	\$ 10,000	\$ 12,000		\$ 12,000
4365 - Codes Services - MW WH	\$ 471	\$ 1,383	\$ 554	\$ 1,000	\$ 1,000		\$ 1,000
4370 - City Clerk Services - MW	\$ 5,400	\$ 5,400	\$ 3,150	\$ 5,400	\$ 5,400		\$ 5,400
<b>Total Intergovernmental</b>	\$ 309,081	\$ 324,468	\$ 213,767	\$ 368,500	\$ 372,500		\$ 396,600
<b>Restricted Fees</b>							
4490 - Bond Proceeds	\$ -	\$ 345,242	\$ -	\$ -	\$ -		\$ -
<b>Total Restricted Use</b>	\$ -	\$ 345,242	\$ -	\$ -	\$ -		\$ -
<b>Fines</b>							
4510 - Municipal Court Fines	\$ 97,086	\$ 107,385	\$ 70,415	\$ 100,000	\$ 100,000		\$ 100,000
<b>Total Fines</b>	\$ 97,086	\$ 107,385	\$ 70,415	\$ 100,000	\$ 100,000		\$ 100,000
<b>Miscellaneous</b>							
4720 - Other Income	\$ 76,549	\$ 53,881	\$ 19,855	\$ 26,531	\$ 5,000		\$ 5,000
4730 - Sale of Extra Trash Stickers	\$ 143	\$ 96	\$ 151	\$ 150	\$ 250		\$ 100
<b>Total Miscellaneous</b>	\$ 76,691	\$ 53,978	\$ 20,006	\$ 26,681	\$ 5,250		\$ 5,100
<b>Interfund Transfers</b>							
4810 - Transfer from General Fund	\$ -	\$ (1,298,062)	\$ -	\$ -	\$ -		\$ -
4820 - Transfer from CIP Fund	\$ -	\$ 600,000	\$ -	\$ -	\$ -		\$ -
4830 - Transfer from Equipment Reserve Fund	\$ -	\$ 200,000	\$ -	\$ -	\$ -		\$ -
4840 - Transfer from Stormwater Fund	\$ -	\$ 100,000	\$ -	\$ -	\$ -		\$ -
4860 - Transfer from Woodside TIF/CID Fund	\$ -	\$ 400,000	\$ -	\$ -	\$ -		\$ -
<b>Total Interfund Transfers</b>	\$ -	\$ 1,938	\$ -	\$ -	\$ -		\$ -
	\$ 3,184,290	\$ 3,626,818	\$ 2,387,221	\$ 3,308,123	\$ 3,242,021		\$ 3,495,058



# General Fund – Administration

- Professional services up in 2025 for outsourcing Building Official desk and training new employee; expected to decrease and stabilize in 2026
- Part-time Administrative Assistant new in 2025, budgeted as non-benefits eligible in 2026 and beyond

	Year Ending	Year Ending	Year To Date		Current Year Budget		et
	12/31/2023	12/31/2024	7/31/2025		12/31/2025	Item B, Section III, Item	26
	Actual	Actual	Actual	Forecast	Adopted		Proposed
Salary & Benefits							
5010 - Salaries - KPERS	\$ 326,164	\$ 325,857	\$ 195,537	\$ 336,676	\$ 336,676		\$ 353,510
5015 - Overtime - KPERS	\$ 5,374	\$ 4,531	\$ 1,654	\$ 5,000	\$ 5,000		\$ 5,000
5030 - KPERS Contributions	\$ 30,266	\$ 34,735	\$ 21,338	\$ 35,000	\$ 35,000		\$ 40,000
5040 - Payroll Taxes	\$ 22,841	\$ 26,019	\$ 15,952	\$ 30,300	\$ 30,300		\$ 33,575
5041 - State Unemployment Taxes	\$ 2,454	\$ 2,203	\$ 1,733	\$ 3,500	\$ 3,500		\$ 2,500
5045 - Health Insurance	\$ 53,188	\$ 54,049	\$ 33,264	\$ 68,442	\$ 68,442		\$ 73,365
5050 - Car Allowance	\$ 4,500	\$ 5,400	\$ 3,600	\$ 5,400	\$ 5,400		\$ 5,400
5060 - Salaries - No Retirement	\$ -	\$ -	\$ 5,488	\$ 16,000	\$ 24,750		\$ 26,975
Total Salary & Benefits	\$ 444,788	\$ 452,794	\$ 278,566	\$ 500,318	\$ 509,068		\$ 540,325
Employee Expenses							
5100 - Mayor's Discretionary Fund	\$ 250	\$ -	\$ 247	\$ 500	\$ 1,000		\$ 500
5105 - Staff Activities	\$ 1,031	\$ 855	\$ 540	\$ 1,500	\$ 1,500		\$ 1,500
5110 - Training Programs	\$ 2,150	\$ 6,657	\$ 1,834	\$ 5,000	\$ 6,000		\$ 6,000
5120 - Travel Allowance	\$ 2,364	\$ 5,816	\$ 2,284	\$ 5,000	\$ 10,000		\$ 6,000
5130 - Dues & Subscriptions	\$ 1,118	\$ 1,144	\$ 1,376	\$ 2,000	\$ 2,500		\$ 2,000
Total Employee Expenses	\$ 6,913	\$ 14,472	\$ 6,281	\$ 14,000	\$ 21,000		\$ 16,000
Professional Fees							
5210 - Prosecutor & Judge Services	\$ 22,225	\$ 22,750	\$ 13,300	\$ 25,000	\$ 25,000		\$ 25,000
5240 - Municipal Court Costs	\$ 19,573	\$ 22,543	\$ 15,866	\$ 20,000	\$ 20,000		\$ 25,000
5295 - Professional Services - Other	\$ 4,274	\$ 21,304	\$ 16,261	\$ 60,000	\$ 5,000		\$ 30,000
Total Professional Fees	\$ 46,072	\$ 66,597	\$ 45,427	\$ 105,000	\$ 50,000	\$-	\$ 80,000
General Operating Expenses							
5310 - Office Supplies	\$ 156	\$ 211	\$ 808	\$ 1,500	\$ 1,500		\$ 1,500
5350 - Printing	\$ -	\$ 253	\$ -	\$ 500	\$ 500		\$ 500
5370 - Operating Supplies - Other	\$ 197	\$ 838	\$ 1,795	\$ 3,000	\$ 500		\$ 1,000
5395 - Miscellaneous Expense	\$ 430	\$ 81	\$ -	\$ -	\$ -		\$ -
Total General Operating Expenses	\$ 784	\$ 1,383	\$ 2,603	\$ 5,000	\$ 2,500		\$ 3,000
Interfund Transfers							
5920 - Equipment Reserve Transfer	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000		\$ 2,500
Total Interfund Transfers	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000		\$ 2,500
TOTAL	\$ 503,557	\$ 540,246	\$ 332,877	\$ 629,318	\$ 587,568		\$ 641,825

# General Fund – Public Works

- Seasonal employee added in 2024 to assist with landscaping and grounds maintenance; position currently vacant but to be filled
- Equipment & maintenance costs up due to unforeseen failures and replacements in 2024 but stabilizing year-to-date 2025; some expenses are reimbursable through insurance

	Year Ending	Year Ending	Year To Date		Current Year Budget	Next Year's Bud
	12/31/2023	12/31/2024	7/31/2025		12/31/2025	2026
	Actual	Actual	Actual	Forecast	Adopted	Proposed
Miscellaneous						
4720 - Other Income	\$ -	\$ (9,712)	\$ -	\$ -	\$ -	\$ -
Total Miscellaneous	\$ -	\$ (9,712)	\$ -	\$ -	\$ -	\$ -
Salary & Benefits						
5010 - Salaries - KPERS	\$ 310,153	\$ 329,994	\$ 208,138	\$ 347,230	\$ 331,820	\$ 364,600
5015 - Overtime - KPERS	\$ 4,786	\$ 4,953	\$ 8,460	\$ 15,000	\$ 15,000	\$ 15,000
5030 - KPERS Contributions	\$ 29,700	\$ 33,007	\$ 23,246	\$ 35,000	\$ 35,000	\$ 40,000
5040 - Payroll Taxes	\$ 23,044	\$ 24,823	\$ 17,295	\$ 30,000	\$ 30,000	\$ 33,600
5045 - Health Insurance	\$ 39,028	\$ 44,484	\$ 34,823	\$ 56,203	\$ 56,203	\$ 56,200
5060 - Salaries - No Retirement	\$ -	\$ 3,108	\$ 17,600	\$ 22,770	\$ 22,770	\$ 25,000
Total Salary & Benefits	\$ 406,711	\$ 440,369	\$ 309,562	\$ 506,203	\$ 490,793	\$ 534,400
Employee Expenses						
5105 - Staff Activities	\$ 144	\$ -	\$ -	\$ 500	\$ 1,000	\$ 500
5110 - Training Programs	\$ 666	\$ 24	\$ -	\$ 1,000	\$ 1,200	\$ 1,000
5120 - Travel Allowance	\$ 540	\$ 777	\$ 47	\$ 1,000	\$ 1,200	\$ 1,000
5130 - Dues & Subscriptions	\$ 2,286	\$ 2,258	\$ 2,039	\$ 2,300	\$ 2,200	\$ 2,500
5140 - Uniforms & Cleaning	\$ 1,195	\$ 3,070	\$ 1,379	\$ 2,000	\$ 2,000	\$ 2,000
5150 - DOT Drug Test Administrative	\$ 369	\$ 714	\$ 184	\$ 700	\$ 600	\$ 750
Total Employee Expenses	\$ 5,201	\$ 6,844	\$ 3,649	\$ 7,500	\$ 8,200	\$ 7,750
Professional Fees						
5290 - Engineering/Design Services	\$ 8,275	\$ 955	\$ -	\$ 10,000	\$ 15,000	\$ 10,000
5295 - Professional Services - Other	\$ 2,425	\$ 225	\$ -	\$ 1,000	\$ 2,000	\$ 2,000
Total Professional Fees	\$ 10,700	\$ 1,180	\$ -	\$ 11,000	\$ 17,000	\$ 12,000
General Operating Expenses						
5310 - Office Supplies	\$ 442	\$ 513	\$ 44	\$ 750	\$ 750	\$ 750
5320 - Gas & Oil	\$ 11,116	\$ 11,563	\$ 5,844	\$ 13,000	\$ 15,000	\$ 15,000
5330 - Small Tool Expense	\$ 3,500	\$ 2,661	\$ 35	\$ 3,000	\$ 3,000	\$ 3,000
5340 - Computer Expense	\$ 598	\$ -	\$ -	\$ 500	\$ 500	\$ 500
5350 - Printing	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ 250
5370 - Operating Supplies - Other	\$ 5,889	\$ 7,619	\$ 1,940	\$ 8,000	\$ 8,000	\$ 8,000
5395 - Miscellaneous Expense	\$ -	\$ 37	\$ -	\$ -	\$ -	\$ -
Total General Operating Expenses	\$ 21,545	\$ 22,393	\$ 7,863	\$ 25,250	\$ 27,550	\$ 27,500
Utilities						
5410 - Building Utilities	\$ 8,514	\$ 7,907	\$ 3,892	\$ 10,000	\$ 15,000	\$ 10,000
5415 - Telephone & Data Connections	\$ 2,102	\$ 1,539	\$ 993	\$ 2,500	\$ 2,580	\$ 2,580
5440 - Buildings & Grounds Maintenance	\$ 393	\$ 1,033	\$ 438	\$ 1,000	\$ 1,000	\$ 1,000
5445 - City Facility Trash Service	\$ 5,456	\$ 1,044	\$ -	\$ 1,000	\$ 1,000	\$ 1,000
Total Utilities	\$ 16,466	\$ 11,523	\$ 5,323	\$ 14,500	\$ 19,580	\$ 14,580
Equipment and Maintenance						
5510 - Repairs & Maint Buildings	\$ 8,260	\$ 8,286	\$ 2,520	\$ 10,000	\$ 5,000	\$ 10,000
5515 - Repairs & Maint Vehicles	\$ 7,891	\$ 13,992	\$ 11,759	\$ 15,000	\$ 10,000	\$ 15,000
5530 - Repairs & Maint Streets	\$ 1,501	\$ 25,387	\$ 392	\$ 7,500	\$ 7,500	\$ 7,500
5535 - Repairs & Maint Other	\$ 4,334	\$ 17,313	\$ 3,740	\$ 10,000	\$ 10,000	\$ 10,000
5550 - Sand & Salt	\$ 5,744	\$ 8,289	\$ 3,148	\$ 12,000	\$ 12,000	\$ 12,000
5570 - Machinery & Equipment Purchase	\$ -	\$ 2,100	\$ 6,904	\$ 7,500	\$ 2,500	\$ 5,000
5575 - Street Lights	\$ 4,027	\$ 9,776	\$ 12,838	\$ 15,500	\$ 5,000	\$ 5,000
5576 - Traffic Signals	\$ 1,450	\$ 3,381	\$ 1,523	\$ 5,000	\$ 5,000	\$ 5,000
5577 - Street Signs	\$ 5,128	\$ 1,041	\$ 1,716	\$ 3,500	\$ 3,500	\$ 3,500
Total Equipment and Maintenance	\$ 38,334	\$ 89,565	\$ 44,540	\$ 86,000	\$ 60,500	\$ 73,000
Interfund Transfers						
5920 - Equipment Reserve Transfer	\$ 50,000	\$ 200,000	\$ -	\$ 30,000	\$ 30,000	\$ 10,000
Total Interfund Transfers	\$ 50,000	\$ 200,000	\$ -	\$ 30,000	\$ 30,000	\$ 10,000
TOTAL	\$ 548,956	\$ 762,161	\$ 370,937	\$ 680,453	\$ 653,623	\$ 679,230

Item B, Section III, Item

# General Fund – Police

- Professional fees up due to body/dash camera annual subscription beginning 2025 and wage increase for mental health co-responders (covered partially by grant funding renewal sought by Merriam)
- Technology hosting by Johnson County continues to increase

	Year Ending	Year Ending	Year To Date		Current Year Budget	Next Year's Budget	Item B, Section III, Item
	12/31/2023	12/31/2024	7/31/2025		12/31/2025	202	
	Actual	Actual	Actual	Forecast	Adopted	Propose	
Miscellaneous							
4720 - Other Income	\$ (4,583)	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Miscellaneous	\$ (4,583)	\$ -	\$ -	\$ -	\$ -	\$ -	
Salary & Benefits							
5020 - Salaries - KPF	\$ 613,443	\$ 621,187	\$ 393,588	\$ 615,630	\$ 615,630	\$ 639,500	
5025 - Overtime - KPF	\$ 54,876	\$ 48,308	\$ 33,732	\$ 65,000	\$ 65,000	\$ 65,000	
5030 - KPERS Contributions	\$ 864	\$ -	\$ -	\$ -	\$ -	\$ -	
5035 - KP&F Contributions	\$ 150,374	\$ 155,946	\$ 106,477	\$ 160,000	\$ 175,000	\$ 165,000	
5040 - Payroll Taxes	\$ 52,907	\$ 49,620	\$ 31,993	\$ 55,000	\$ 55,000	\$ 58,000	
5045 - Health Insurance	\$ 86,295	\$ 83,307	\$ 45,122	\$ 99,545	\$ 99,545	\$ 100,250	
5050 - Car Allowance	\$ 4,500	\$ 5,900	\$ 4,000	\$ 6,000	\$ 6,000	\$ 6,000	
5065 - PT Reserve Salary	\$ 17,342	\$ 4,362	\$ 6,099	\$ 18,000	\$ 18,000	\$ 18,000	
Total Salary & Benefits	\$ 980,602	\$ 968,629	\$ 621,011	\$ 1,019,175	\$ 1,034,175	\$ 1,051,750	
Employee Expenses							
5105 - Staff Activities	\$ 1,387	\$ 322	\$ 33	\$ 1,000	\$ 2,000	\$ 1,000	
5110 - Training Programs	\$ 10,776	\$ 8,355	\$ 9,065	\$ 12,000	\$ 13,000	\$ 12,000	
5120 - Travel Allowance	\$ 1,530	\$ 452	\$ 119	\$ 1,000	\$ 4,000	\$ 1,500	
5130 - Dues & Subscriptions	\$ 1,553	\$ 1,532	\$ 1,560	\$ 2,000	\$ 2,500	\$ 2,000	
5140 - Uniforms & Cleaning	\$ 5,563	\$ 2,636	\$ 1,094	\$ 5,000	\$ 6,500	\$ 6,000	
Total Employee Expenses	\$ 20,810	\$ 13,298	\$ 11,871	\$ 21,000	\$ 28,000	\$ 22,500	
Professional Fees							
5220 - School Crossing Guard Services	\$ 9,513	\$ 11,614	\$ 5,814	\$ 13,400	\$ 13,400	\$ 14,000	
5225 - Mental Health Co-Responder	\$ 5,869	\$ 6,332	\$ 3,317	\$ 7,000	\$ 9,500	\$ 15,000	
5230 - Animal Control Services	\$ -	\$ -	\$ 6,195	\$ 6,195	\$ 7,600	\$ 7,600	
5240 - Municipal Court Costs	\$ (879)	\$ -	\$ -	\$ -	\$ -	\$ -	
5295 - Professional Services - Other	\$ 1,071	\$ 177	\$ -	\$ 18,000	\$ 21,400	\$ 18,000	
Total Professional Fees	\$ 15,575	\$ 18,123	\$ 15,326	\$ 44,595	\$ 51,900	\$ 54,600	
General Operating Expenses							
5310 - Office Supplies	\$ 1,210	\$ 529	\$ 400	\$ 1,000	\$ 2,000	\$ 1,500	
5320 - Gas & Oil	\$ 12,820	\$ 15,272	\$ 10,835	\$ 17,500	\$ 21,000	\$ 17,500	
5340 - Computer Expense	\$ 25,084	\$ 31,436	\$ 28,076	\$ 40,000	\$ 40,000	\$ 40,000	
5345 - Postage	\$ 126	\$ -	\$ -	\$ 100	\$ 100	\$ 100	
5350 - Printing	\$ 990	\$ 2,165	\$ 543	\$ 2,000	\$ 2,000	\$ 2,000	
5370 - Operating Supplies - Other	\$ 7,771	\$ 5,024	\$ 7,237	\$ 11,000	\$ 7,000	\$ 10,000	
5395 - Miscellaneous Expense	\$ -	\$ 93	\$ (93)	\$ (93)	\$ -	\$ -	
Total General Operating Expenses	\$ 48,001	\$ 54,519	\$ 46,998	\$ 71,507	\$ 72,100	\$ 71,100	
Utilities							
5415 - Telephone & Data Connections	\$ 3,021	\$ 3,090	\$ 1,791	\$ 4,500	\$ 4,500	\$ 4,500	
Total Utilities	\$ 3,021	\$ 3,090	\$ 1,791	\$ 4,500	\$ 4,500	\$ 4,500	
Equipment and Maintenance							
5515 - Repairs & Maint Vehicles	\$ 8,410	\$ 12,558	\$ 6,100	\$ 8,000	\$ 8,000	\$ 8,000	
5525 - Repairs & Maint Other Equipment	\$ 2,237	\$ 472	\$ 1,693	\$ 3,000	\$ 3,000	\$ 3,000	
5570 - Machinery & Equipment Purchase	\$ 1,133	\$ 52	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	
Total Equipment and Maintenance	\$ 11,780	\$ 13,082	\$ 7,793	\$ 12,000	\$ 12,000	\$ 12,000	
Park and Events							
5720 - Outside Agencies	\$ 1,100	\$ 1,229	\$ 1,100	\$ 1,500	\$ 1,500	\$ 1,500	
Total Park and Events	\$ 1,100	\$ 1,229	\$ 1,100	\$ 1,500	\$ 1,500	\$ 1,500	
Interfund Transfers							
5920 - Equipment Reserve Transfer	\$ 30,000	\$ 70,000	\$ -	\$ 30,000	\$ 30,000	\$ 10,000	
Total Interfund Transfers	\$ 30,000	\$ 70,000	\$ -	\$ 30,000	\$ 30,000	\$ 10,000	
TOTAL	\$ 1,106,306	\$ 1,141,971	\$ 705,890	\$ 1,204,277	\$ 1,234,175	\$ 1,227,950	

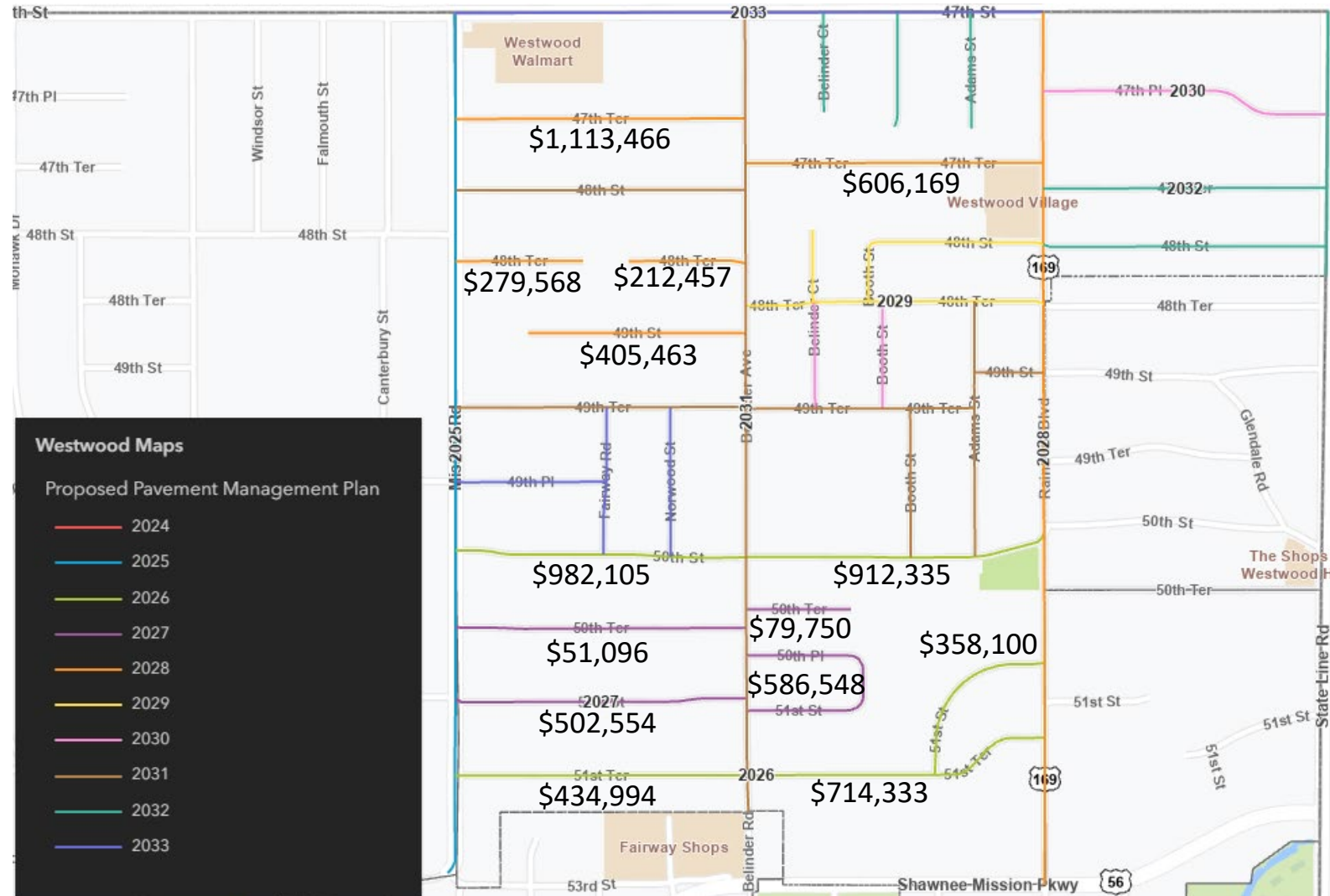
# General Fund – Parks & Recreation

- Budget largely anticipated to remain flat from FY 2025 – FY 2026
- Oktoberfest and the fireworks display are budgeted higher to account for rising associated costs
- Recommend to increase Tree Care budget in future years following receipt of Kansas Forest Service report

	Year Ending 12/31/2023	Year Ending 12/31/2024	Year To Date 7/31/2025		Current Year Budget 12/31/2025	Next Year's Budget 2026
	Actual	Actual	Actual	Forecast	Adopted	Proposed
Miscellaneous						
4720 - Other Income	\$ -	\$ (1,000.00)	\$ -	\$ -	\$ -	\$ -
Total Miscellaneous	\$ -	\$ (1,000.00)	\$ -	\$ -	\$ -	\$ -
General Operating Expenses						
5370 - Operating Supplies - Other	\$ 2,220.00	\$ 2,136.39	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Total General Operating Expenses	\$ 2,220.00	\$ 2,136.39	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Utilities						
5410 - Building Utilities	\$ 4,425.79	\$ 10,362.67	\$ 3,205.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
5470 - Tree & Easement Care	\$ 8,531.90	\$ 5,774.05	\$ 4,575.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
5475 - Landscaping Maintenance	\$ 10,996.64	\$ 7,015.26	\$ 3,829.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Total Utilities	\$ 23,954.33	\$ 23,151.98	\$ 11,609.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
Equipment and Maintenance						
5525 - Repairs & Maint Other Equipment	\$ 15,392.98	\$ 4,057.47	\$ 3,070.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Total Equipment and Maintenance	\$ 15,392.98	\$ 4,057.47	\$ 3,070.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Park and Events						
5740 - Oktoberfest	\$ 7,653.75	\$ 7,589.46	\$ 53.00	\$ 8,000.00	\$ 7,000.00	\$ 8,000.00
5750 - Fireworks	\$ 5,680.03	\$ 5,521.96	\$ 1,809.00	\$ 5,600.00	\$ 5,500.00	\$ 6,000.00
5760 - Other Events	\$ 2,012.88	\$ 13,584.77	\$ 854.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
5770 - Pool Pass Expenses	\$ 918.65	\$ 424.05	\$ -	\$ 750.00	\$ 750.00	\$ 750.00
Total Park and Events	\$ 16,265.31	\$ 27,120.24	\$ 2,716.00	\$ 16,850.00	\$ 15,750.00	\$ 17,250.00
<b>TOTAL</b>	<b>\$ 57,832.62</b>	<b>\$ 55,466.08</b>	<b>\$ 17,395.00</b>	<b>\$ 59,850.00</b>	<b>\$ 58,750.00</b>	<b>\$ 60,250.00</b>

# Capital Improvement Plan: Recommended Schedule

- The map reflects a ten-year program recommended for maintenance of streets, sidewalks, stormwater, and streetlight replacement
- The CIP currently is underfunded to implement this plan within the recommended 10-year time horizon
- Current cost estimates are shown for complete treatment of **pavement, sidewalks, stormwater updates, and streetlight installation** in 2025 dollars



	Year Ending	Year Ending	Year To Date		Current Year Budget		Next Year's Budget	Future Year	Future Year
	12/31/2023	12/31/2024	12/31/2025	12/31/2025	2026	2027	2027	2028	
	Actual	Actual	Actual	Forecast	Adopted	Proposed	Forecast	Forecast	
Beginning Fund Balance	\$ (313,412)	\$ 306,230	\$ 958,899	\$ 958,899	\$ 958,899	\$ 684,073	\$ (2,071,223)	\$ (3,141,953)	
Taxes									
4030 - City Sales & Use Tax - Special	\$ 353,625	\$ 385,198	\$ 221,716	\$ 360,000	\$ 353,625	\$ 375,000	\$ 375,000	\$ 375,000	
<b>Total Taxes</b>	<b>\$ 353,625</b>	<b>\$ 385,198</b>	<b>\$ 221,716</b>	<b>\$ 360,000</b>	<b>\$ 353,625</b>	<b>\$ 375,000</b>	<b>\$ 375,000</b>	<b>\$ 375,000</b>	
Restricted Fees									
JCo SMAC Program								\$ -	
4440 - JCo CARS Program	\$ 259,000	\$ -	\$ -	\$ 341,384	\$ 453,000	\$ -	\$ 67,951	\$ 69,606	
<b>Total Restricted Use</b>	<b>\$ 259,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 341,384</b>	<b>\$ 453,000</b>	<b>\$ -</b>	<b>\$ 67,951</b>	<b>\$ 69,606</b>	
Miscellaneous									
4720 - Other Income	\$ 28,484	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4750 - Reimbursements	\$ 95,627	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Miscellaneous</b>	<b>\$ 124,111</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
Interfund Transfers									
4810 - Transfer from General Fund	\$ 100,000	\$ 545,242	\$ -	\$ 350,000	\$ 350,000	\$ 170,000	\$ 180,000	\$ 190,000	
Mission Rd. Complete Street				\$ 50,904	\$ 100,000				
50th Street, Mission Rd. to Belinder						\$ 142,018			
50th Street, Belinder to Rainbow						\$ 123,271			
51st Terrace, Mission to Belinder						\$ 628			
51st Terrace, Belinder to Rainbow						\$ 83,607			
51st Street, 51st Ter to Rainbow						\$ 8,061			
W. 50th Terrace Mission to Belinder							\$ 160		
51st St. Mission to Belinder							\$ 859		
W. 50th Place - W. 51st St. (Horseshoe) + W. 50th Ter. (Cul De Sac)							\$ 98,753		
47th Terrace, Mission to Belinder								\$ 84,090	
47th Terrace, Belinder to Rainbow								\$ 22,148	
48th Ter. Cul De Sacs (off Mission and off Belinder)								\$ 26,728	
49th Street Cul De Sac								\$ 891	
<b>4840 - Transfer from Stormwater Fund</b>	<b>\$ -</b>	<b>\$ 25,000</b>	<b>\$ -</b>	<b>\$ 50,904</b>	<b>\$ 100,000</b>	<b>\$ 357,585</b>	<b>\$ 99,772</b>	<b>\$ 133,857</b>	
Expensed to Special Highway Fund	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	
<b>Total Interfund Transfers</b>	<b>\$ 100,000</b>	<b>\$ 570,242</b>	<b>\$ -</b>	<b>\$ 450,904</b>	<b>\$ 450,000</b>	<b>\$ 577,585</b>	<b>\$ 329,772</b>	<b>\$ 373,857</b>	
	\$ 523,324	\$ 1,261,671	\$ 1,180,615	\$ 2,111,186	\$ 2,215,524	\$ 1,636,658	\$ (1,298,500)	\$ (2,323,490)	
Professional Fees									
5290 - Engineering/Design Services					\$ 491,288				
<b>Streets &amp; Streetlights</b>									
Mission Rd. Complete Street		\$ 38,982		\$ 85,610					
50th Street, Mission Rd. to Belinder				\$ 90,936		\$ 60,624			
50th Street, Belinder to Rainbow				\$ 84,475		\$ 56,317			
51st Terrace, Mission to Belinder				\$ 40,277		\$ 26,851			
51st Terrace, Belinder to Rainbow				\$ 78,212		\$ 52,141			
51st Street, 51st Ter to Rainbow				\$ 33,157		\$ 22,105			
W. 50th Terrace Mission to Belinder						\$ 4,873	\$ 3,346		
51st St. Mission to Belinder						\$ 47,928	\$ 32,911		
W. 50th Place - W. 51st St. (Horseshoe) + W. 50th Ter. (Cul De Sac)						\$ 70,305	\$ 48,276		
47th Terrace, Mission to Belinder							\$ 116,214	\$ 79,801	
47th Terrace, Belinder to Rainbow							\$ 59,545	\$ 40,887	
48th Ter. Cul De Sacs (off Mission and off Belinder)							\$ 48,332	\$ 33,188	
49th Street Cul De Sac							\$ 39,829	\$ 27,349	
<b>Facilities</b>									
Park Improvements Planning		\$ 70,050		\$ 1,400					
5295 - Professional Services - Other	\$ 406	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Professional Fees</b>	<b>\$ 406</b>	<b>\$ 109,032</b>	<b>\$ -</b>	<b>\$ 414,067</b>	<b>\$ 491,288</b>	<b>\$ 341,144</b>	<b>\$ 348,454</b>	<b>\$ 181,226</b>	
Equipment and Maintenance									
5545 - Stone Wall Repairs	\$ 15,929	\$ 18,740	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	
5575 - Street Lights	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	
<b>Total Equipment and Maintenance</b>	<b>\$ 15,929</b>	<b>\$ 18,740</b>	<b>\$ -</b>	<b>\$ 15,000</b>	<b>\$ 15,000</b>	<b>\$ 15,000</b>	<b>\$ 15,000</b>	<b>\$ 15,000</b>	
Street and Stormwater									
5610 - Capital Improvement Expense					\$ 42,094				
<b>Streets &amp; Streetlights</b>									
Belinder Ct. & Booth St. Streetlights				\$ 145,000					
47th Street Complete Street	\$ 25,759								
Mission Rd. Complete Street				\$ 628,046					
50th Street, Mission Rd. to Belinder						\$ 855,462			
50th Street, Belinder to Rainbow						\$ 794,689			
51st Terrace, Mission to Belinder						\$ 378,901			
51st Terrace, Belinder to Rainbow						\$ 735,763			
51st Street, 51st Ter to Rainbow						\$ 311,923			
W. 50th Terrace Mission to Belinder							\$ 45,843		
51st St. Mission to Belinder							\$ 450,882		
W. 50th Place - W. 51st St. (Horseshoe) + W. 50th Ter. (Cul De Sac)							\$ 658,274		
47th Terrace, Mission to Belinder								\$ 1,093,273	
47th Terrace, Belinder to Rainbow								\$ 560,159	
48th Ter. Cul De Sacs (off Mission and off Belinder)								\$ 454,678	
49th Street Cul De Sac								\$ 415,711	
<b>Total Streets &amp; Streetlights</b>	<b>\$ 25,759</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 773,046</b>	<b>\$ -</b>	<b>\$ 3,076,738</b>	<b>\$ 1,154,999</b>	<b>\$ 2,523,821</b>	
<b>Facilities</b>									
Public Works Building Repairs				\$ 50,000		\$ 100,000	\$ 100,000	\$ 100,000	
Park Improvements							\$ 50,000	\$ 50,000	
<b>Total Facilities</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	
Interfund Transfers									
5960 - Debt Service Transfer	\$ 175,000	\$ 175,000	\$ -	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	
<b>Total Interfund Transfers</b>	<b>\$ 175,000</b>	<b>\$ 175,000</b>	<b>\$ -</b>	<b>\$ 175,000</b>	<b>\$ 175,000</b>	<b>\$ 175,000</b>	<b>\$ 175,000</b>	<b>\$ 175,000</b>	
	\$ 217,094	\$ 302,772	\$ -	\$ 1,427,113	\$ 681,288	\$ 3,707,882	\$ 1,843,453	\$ 3,045,047	
<b>TOTAL</b>	<b>\$ 306,230</b>	<b>\$ 958,899</b>	<b>\$ 1,180,615</b>	<b>\$ 684,073</b>	<b>\$ 1,534,236</b>	<b>\$ (2,071,223)</b>	<b>\$ (3,141,953)</b>	<b>\$ (5,368,537)</b>	

Capital Improvement Fund:  
Target schedule overlaid  
with maintaining current  
resource level

- Table reflects all streets improvement projects recommended through 2028
- Table does not include needed park nor City Hall deferred maintenance
- 2024 (12.75 mill) and 2025 (7.5 mill) transfers from the General Fund have been more aggressive than is sustainable for future years
- Future transfers of +/- 7 mills are recommended; should be reevaluated each year in relation to General Fund reserve target

# Capital Improvement Plan: Deficit

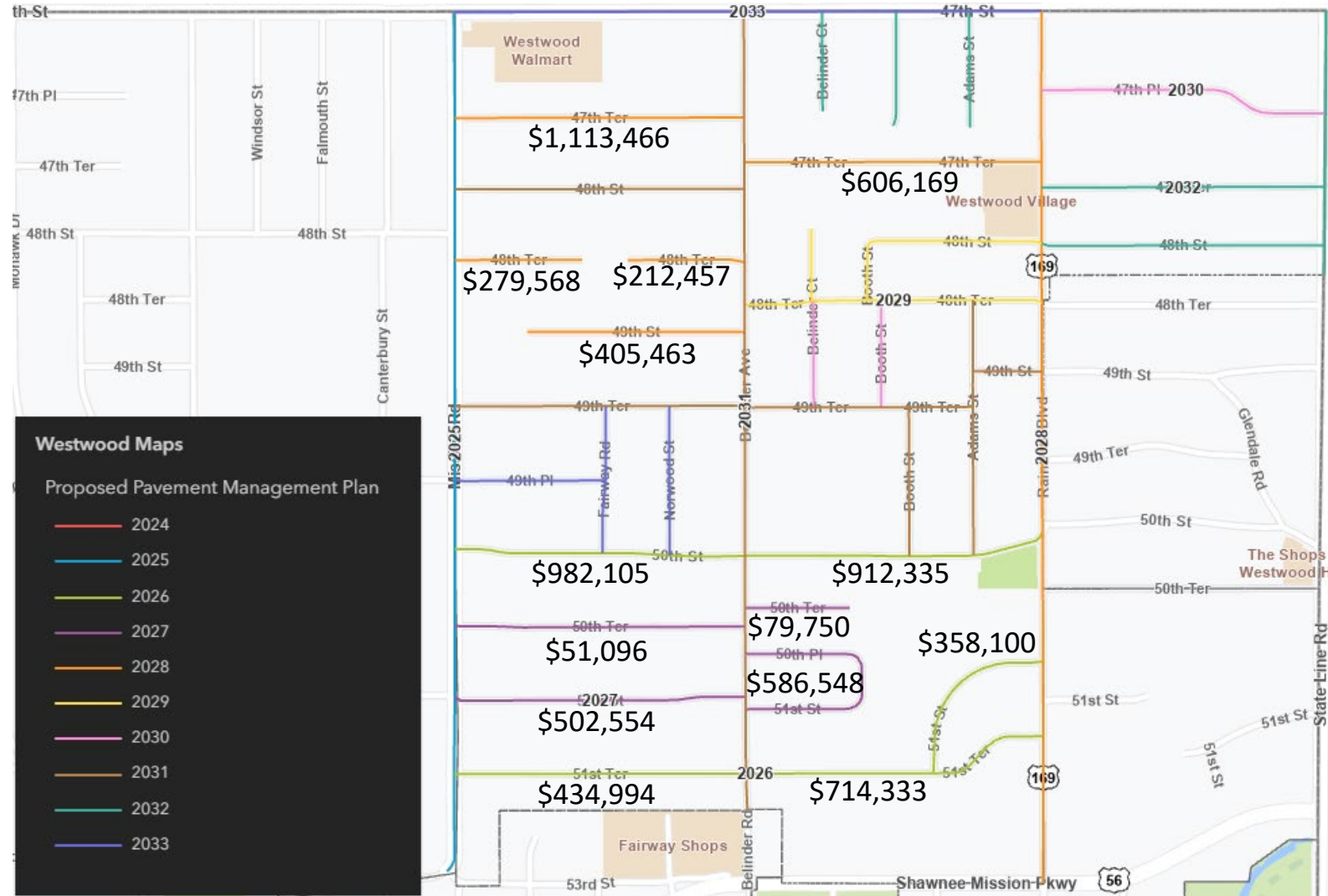
Past three-year average sales tax + property tax revenue = \$525,000

Improving streets on recommended schedule results in the following deficit:

2026 = \$2.1M

2027 = \$3.2M

2028 = \$5.4M



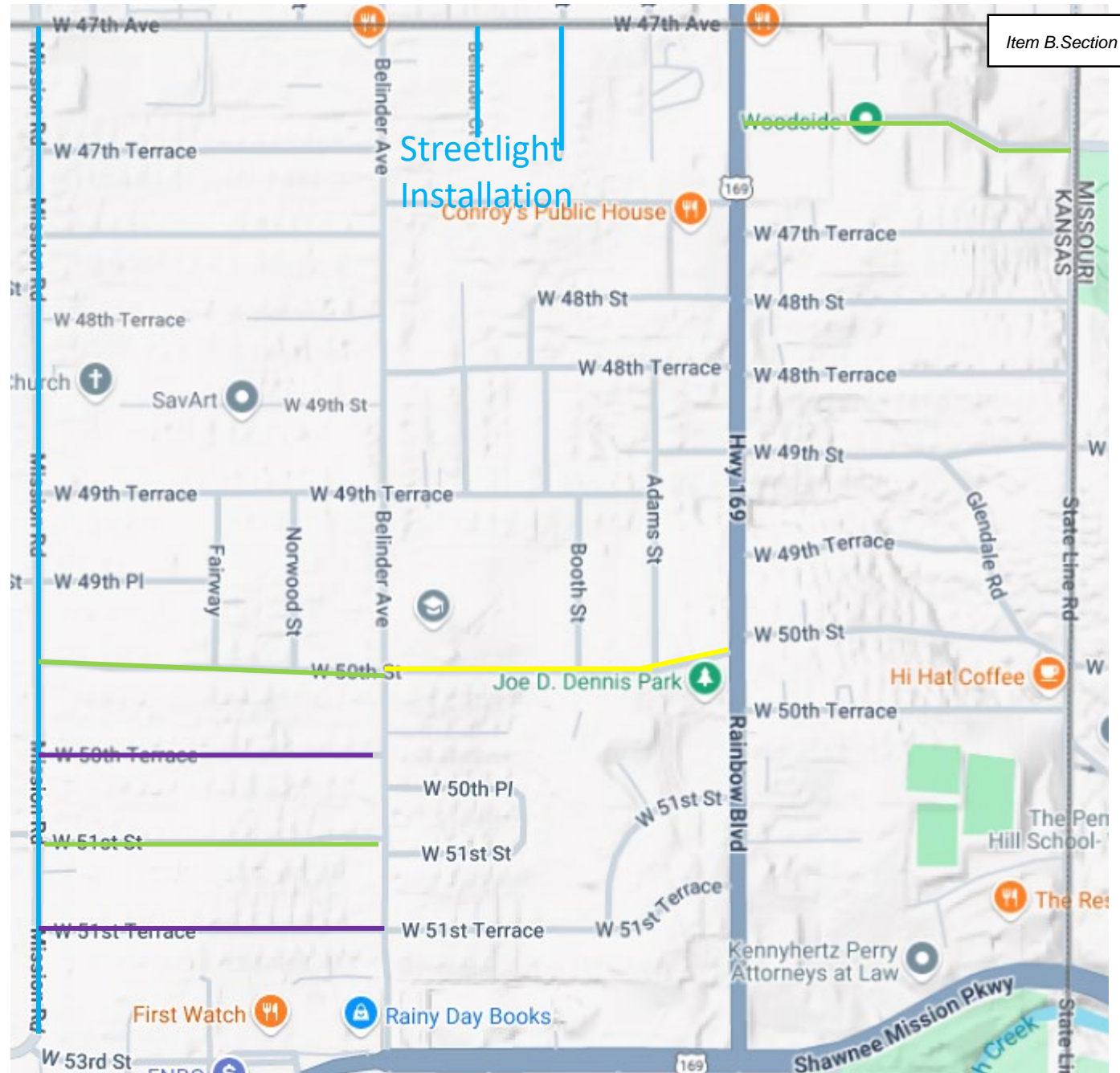
	Year Ending	Year Ending	Year To Date		Current Year Budget	Next Year's Budget	Future Year	Future Year	Future Year	Future Year
	12/31/2023	12/31/2024	7/31/2025		12/31/2025	2026	2027	2028	2029	2030
	Actual	Actual	Actual	Forecast	Adopted	Proposed	Forecast	Forecast	Forecast	Forecast
Beginning Fund Balance	\$ (313,412)	\$ 306,230	\$ 958,899	\$ 958,899	\$ 958,899	\$ 873,663	\$ 91,650	\$ 100,440	\$ 508,820	\$ 234,759
<b>Taxes</b>										
4030 - City Sales & Use Tax - Special	\$ 353,625	\$ 385,198	\$ 221,716	\$ 360,000	\$ 353,625	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000
<b>Total Taxes</b>	\$ 353,625	\$ 385,198	\$ 221,716	\$ 360,000	\$ 353,625	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000
<b>Restricted Fees</b>										
JoCo SMAC Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4440 - JoCo CARS Program	\$ 259,000	\$ -	\$ -	\$ 341,384	\$ 453,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Restricted Use</b>	\$ 259,000	\$ -	\$ -	\$ 341,384	\$ 453,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Miscellaneous</b>										
4720 - Other Income	\$ 28,484	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4750 - Reimbursements	\$ 95,627	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Miscellaneous</b>	\$ 124,111	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Interfund Transfers</b>										
4810 - Transfer from General Fund	\$ 100,000	\$ 545,242	\$ -	\$ 350,000	\$ 350,000	\$ 370,000	\$ 390,000	\$ 413,000	\$ 438,000	\$ 465,000
Mission Rd. Complete Street				\$ 50,904	\$ 100,000					
50th Street, Mission Rd. to Belinder						\$ 142,018				
50th Street, Belinder to Rainbow								\$ 134,702		
51st Terrace, Mission to Belinder							\$ 647			
W. 50thTerrace Mission to Belinder							\$ 160			
51st St. Mission to Belinder						\$ 834				
<b>4840 - Transfer from Stormwater Fund</b>	\$ -	\$ 25,000	\$ -	\$ 50,904	\$ 100,000	\$ 142,852	\$ 807	\$ -	\$ 134,702	\$ -
Expensed to Special Highway Fund	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
<b>Total Interfund Transfers</b>	\$ 100,000	\$ 570,242	\$ -	\$ 450,904	\$ 450,000	\$ 562,852	\$ 440,807	\$ 463,000	\$ 622,702	\$ 515,000
	\$ 523,324	\$ 1,261,671	\$ 1,180,615	\$ 2,111,186	\$ 2,215,524	\$ 1,811,515	\$ 907,457	\$ 938,440	\$ 1,506,522	\$ 1,124,759
<b>Professional Fees</b>										
5290 - Engineering/Design Services					\$ 491,288					
<b>Streets &amp; Streetlights</b>										
Mission Rd. Complete Street		\$ 38,982		\$ 85,610						
50th Street, Mission Rd. to Belinder				\$ 90,936		\$ 60,624				
50th Street, Belinder to Rainbow							\$ 89,620	\$ 63,385		
51st Terrace, Mission to Belinder						\$ 40,277	\$ 27,657			
51st Terrace, Belinder to Rainbow									\$ 88,028	
51st Street, 51st Ter to Rainbow									\$ 33,157	
W. 50thTerrace Mission to Belinder						\$ 4,731	\$ 3,249			
51st St. Mission to Belinder				\$ 46,532		\$ 31,022				
<b>Facilities</b>										
Park Improvements Planning		\$ 70,050		\$ 1,400						
5295 - Professional Services - Other	\$ 406	\$ -	\$ -	\$ -	\$ -					
<b>Total Professional Fees</b>	\$ 406	\$ 109,032	\$ -	\$ 224,477	\$ 491,288	\$ 136,654	\$ 30,906	\$ 89,620	\$ 63,385	\$ 121,185
<b>Equipment and Maintenance</b>										
5545 - Stone Wall Repairs	\$ 15,929	\$ 18,740	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
5575 - Street Lights	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
<b>Total Equipment and Maintenance</b>	\$ 15,929	\$ 18,740	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
<b>Street and Stormwater</b>										
5610 - Capital Improvement Expense					\$ 42,094					
<b>Streets &amp; Streetlights</b>										
Belinder Ct. & Booth St. Streetlights				\$ 145,000						
47th Street Complete Street	\$ 25,759	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mission Rd. Complete Street	\$ -	\$ -		\$ 628,046						
50th Street, Mission Rd. to Belinder						\$ 855,462				
50th Street, Belinder to Rainbow								\$ 868,378		
51st Terrace, Mission to Belinder							\$ 390,268			
W. 50thTerrace Mission to Belinder							\$ 45,843			
51st St. Mission to Belinder						\$ 437,749				
<b>Total Streets &amp; Streetlights</b>	\$ 25,759	\$ -	\$ -	\$ 773,046	\$ -	\$ 1,293,211	\$ 436,111	\$ -	\$ 868,378	\$ -
<b>Facilities</b>										
Public Works Building Repairs				\$ 50,000		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Park Improvements						\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
<b>Total Facilities</b>	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ 100,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
<b>Interfund Transfers</b>										
5960 - Debt Service Transfer	\$ 175,000	\$ 175,000	\$ -	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000
<b>Total Interfund Transfers</b>	\$ 175,000	\$ 175,000	\$ -	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000
	\$ 217,094	\$ 302,772	\$ -	\$ 1,237,523	\$ 681,288	\$ 1,719,865	\$ 807,017	\$ 429,620	\$ 1,271,763	\$ 461,185
<b>TOTAL</b>	\$ 306,230	\$ 958,899	\$ 1,180,615	\$ 873,663	\$ 1,534,236	\$ 91,650	\$ 100,440	\$ 508,820	\$ 234,759	\$ 663,574

## Capital Improvement Fund Unbudgeted on State Forms, multi-year capital fund

- If 4 mill increase adopted, staff recommends increasing CIP funding from the [close to] 3 mills typically dedicated annually to +/- 7 mills
- Reflects incremental capital investment in existing Public Works facility
- Funding for park improvements and City Hall replacement expected to be pursued through private-public-non-profit partnerships

# Capital Improvement Plan: Schedule w/ 4 mill increase in FY 26

- 2025 – complete 2024 projects
- 2026 – 1/5 target streets + 1/4 2027 target streets; 47<sup>th</sup> Pl. funded by Woodside CID2 sales tax and CARS (no City funding)
- 2027 – 1/5 2026 target streets + 1/4 2027 target streets
- 2028 – no streets; allow fund balance to rebuild
- 2029 – 1/5 2026 target streets
- 2030 – no streets; allow fund balance to rebuild (design engineering for 51<sup>st</sup> Ter east to Rainbow + 51<sup>st</sup> St connection to Rainbow)
- **By the end of 2030, recommended improvements will be four (4) years behind schedule**



Item B, Section III, Item

# City Facilities: Deferred Maintenance Needs

## City Hall

Priority	Description	Estimated Cost (2024)	Remaining Useful Life	Estimated Years to Failure
1.	Replace & Upgrade HVAC	\$190,500	0 years	< 2 years
2.	Replace Metal Roof	\$165,000	0 years	Failed
3.	Resurface Parking Lot	\$25,500	0 years	Failed
4.	Replace Windows/Glazing	\$288,750	0 years	Failed
5.	Rebuild Bay Window (Chief's Office)	\$7,500	0 years	Failed
6.	Replace EIFS Facade	\$83,600	0 years	Failed
7.	Replace Flat Roof	\$90,000	0 years	< 2 years

TOTAL Immediate Need: \$850,850 (2024 dollars)

## Public Works

Priority	Description	Estimated Cost (2024)	Remaining Useful Life	Estimated Years to Failure
1.	Add Exhaust to All Areas of Building	\$362,180	0 years	Existing Health Risk
2.	Add Drainage in Truck Bay		0 years	Existing Safety Risk
3.	Replace Exterior Metal Facade		0 years	Failed
4.	Coat Roof & Add Snow Guards		0 years	Failed
5.	Repair Concrete Foundation		0 years	Unknown
6.	Expand Yard	\$500,913	0 years	Inadequate
7.	Rebuild Salt Shed		0 years	Inadequate

TOTAL Immediate Need: \$863,093 (2024 dollars)

# Stormwater Utility Fund

- Future budget years reflect transfers to the CIP Fund corresponding to the cost of new curb & gutter planned for those project/budget years

	Year Ending	Year Ending	Year To Date		Current Year Budget	Next Year's Budget	Future Year	Future Year
	12/31/2023	12/31/2024	7/31/2025		12/31/2025	2026	2027	2028
	Actual	Actual	Actual	Forecast	Adopted	Proposed	Forecast	Forecast
Beginning Fund Balance	\$ 182,023	\$ 189,218	\$ 251,429	\$ 251,429	\$ 234,878	\$ 371,009	\$ 404,641	\$ 580,318
Restricted Fees								
4410 - Stormwater Utility Fee	\$ 122,133	\$ 244,006	\$ 235,531	\$ 240,000	\$ 240,000	\$ 240,000	\$ 240,000	\$ 240,000
Total Restricted Use	\$ 122,133	\$ 244,006	\$ 235,531	\$ 240,000	\$ 240,000	\$ 240,000	\$ 240,000	\$ 240,000
Professional Fees								
5295 - Professional Services - Other	\$ 593	\$ 4,606	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
Total Professional Fees	\$ 593	\$ 4,606	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment and Maintenance								
5520 - Repairs & Maint Leaf Truck	\$ 561	\$ 213	\$ -	\$ 10,000	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000
Total Equipment and Maintenance	\$ 561	\$ 213	\$ -	\$ 10,000	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000
Street and Stormwater								
5650 - Stormwater Expense	\$ 20,269	\$ 7,036	\$ 11,058	\$ 8,000	\$ 6,000	\$ 5,000	\$ 5,000	\$ 5,000
5655 - Leaf Pickup Expenses	\$ -	\$ 1,424	\$ -	\$ 8,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Total Street and Stormwater	\$ 20,269	\$ 8,460	\$ 11,058	\$ 16,000	\$ 16,000	\$ 15,000	\$ 15,000	\$ 15,000
Interfund Transfers								
5910 - CIP - Transfer	\$ -	\$ 25,000	\$ -	\$ 50,904	\$ 100,000	\$ 142,852	\$ 807	\$ -
5920 - Equipment Reserve Transfer	\$ 50,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5960 - Debt Service Transfer	\$ 43,516	\$ 43,516	\$ -	\$ 43,516	\$ 43,516	\$ 43,516	\$ 43,516	\$ 43,516
Total Interfund Transfers	\$ 93,516	\$ 168,516	\$ -	\$ 94,420	\$ 143,516	\$ 186,368	\$ 44,323	\$ 43,516
<b>TOTAL</b>	<b>\$ 189,218</b>	<b>\$ 251,429</b>	<b>\$ 475,902</b>	<b>\$ 371,009</b>	<b>\$ 305,362</b>	<b>\$ 404,641</b>	<b>\$ 580,318</b>	<b>\$ 756,802</b>

# Special Highway Fund

- Staff recommends expensing \$50,000 of CIP expenditures from this Fund each year a streets project is budgeted from the CIP to help offset the increasing cost of pavement management projects
- Budget includes 2026 funding to help offset the cost of implementing the improvements to Rainbow Blvd. recommended by the 2023 PSP study should KDOT agree to roadway modifications

	Year Ending 12/31/2023	Year Ending 12/31/2024	Year To Date 7/31/2025		Current Year Budget 12/31/2025	Next Year's Budget 2026	Future Year 2027	Future Year 2028
	Actual	Actual	Actual	Forecast	Adopted	Proposed	Forecast	Forecast
Beginning Fund Balance	\$ 105,658	\$ 169,095	\$ 230,638	\$ 230,638	\$ 181,095	\$ 240,196	\$ 49,696	\$ 59,196
Restricted Fees								
4420 - State Hwy Maintenance	\$ 17,792	\$ 14,830	\$ 11,074	\$ 14,820	\$ 14,820	\$ 14,500	\$ 14,500	\$ 14,500
4430 - Special Highway Fund Revenue	\$ 46,988	\$ 46,974	\$ 22,141	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Total Restricted Use	\$ 64,780	\$ 61,805	\$ 33,215	\$ 59,820	\$ 59,820	\$ 59,500	\$ 59,500	\$ 59,500
Professional Fees								
5295 - Professional Services - Other	\$ 1,185	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Professional Fees	\$ 1,185	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment and Maintenance								
5530 - Repairs & Maint Streets	\$ 9	\$ 261	\$ -	\$ 50,000	\$ 200,000	\$ 50,000	\$ 50,000	\$ 50,000
5590 - State Highway Maintenance	\$ -	\$ -	\$ 58	\$ 58	\$ -	\$ 200,000		
Total Equipment and Maintenance	\$ 9	\$ 261	\$ 58	\$ 50,058	\$ 200,000	\$ 250,000	\$ 50,000	\$ 50,000
Street and Stormwater								
5630 - Special Highway Expense	\$ 149	\$ -	\$ 204	\$ 204	\$ -	\$ -	\$ -	\$ -
Total Street and Stormwater	\$ 149	\$ -	\$ 204	\$ 204	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 169,095</b>	<b>\$ 230,638</b>	<b>\$ 263,591</b>	<b>\$ 240,196</b>	<b>\$ 40,915</b>	<b>\$ 49,696</b>	<b>\$ 59,196</b>	<b>\$ 68,696</b>

# Woodside TIF/CID Fund

- Staff worked with Woodside developer Blair Tanner to leverage accrued revenues to fund improvements to 47<sup>th</sup> Place. The Fund shows a negative fund balance in 2026 only to account for the project cost; Fund would not dip negative as project cost is recommended to be moved to new fund once created.
- If future TIF districts and projects are created in Westwood, we will likely use this fund and create new account codes to track those revenues and expenditures

	Year Ending 12/31/2023	Year Ending 12/31/2024	Year To Date 7/31/2025		Current Year Budget 12/31/2025	Next Year's Budget 2026	Future Year 2027	Future Year 2028
	Actual	Actual	Actual	Forecast	Adopted	Proposed	Forecast	Forecast
Beginning Fund Balance	\$ 457,312	\$ 602,664	\$ 799,296	\$ 799,296	\$ 707,418	\$ 758,593	\$ (185,074)	\$ (60,074)
Restricted Fees								
4440 - JoCo CARS Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 944,000	\$ -	\$ -
4450 - WV Ad Valorem Tax	\$ 112,360	\$ 522,119	\$ 517,312	\$ 517,312	\$ 503,032	\$ 500,000	\$ 500,000	\$ 500,000
4460 - WV CID-1	\$ 228,229	\$ 237,039	\$ 149,767	\$ 261,119	\$ 265,645	\$ 240,000	\$ 240,000	\$ 240,000
4465 - WV CID-2	\$ 107,662	\$ 124,911	\$ 81,179	\$ 119,296	\$ 107,897	\$ 125,000	\$ 125,000	\$ 125,000
Total Restricted Use	\$ 448,251	\$ 884,069	\$ 748,258	\$ 897,727	\$ 876,574	\$ 1,809,000	\$ 865,000	\$ 865,000
Professional Fees								
5290 - Engineering/Design Services - 47th Place Complete Street Improvements	\$ -	\$ -	\$ 70,883	\$ 160,000	\$ -	\$ 232,600		
Total Professional Fees	\$ -	\$ -	\$ 70,883	\$ 160,000	\$ -	\$ 232,600	\$ -	\$ -
Street and Stormwater								
5610 - Capital Improvement Expense - 47th Place Complete Street Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,780,067		
Total Street and Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,780,067	\$ -	\$ -
Miscellaneous								
5830 - UMB TIF Payment	\$ 74,410	\$ 454,134	\$ 517,312	\$ 517,312	\$ 503,032	\$ 500,000	\$ 500,000	\$ 500,000
5835 - UMB CID Payment	\$ 228,489	\$ 233,302	\$ 261,119	\$ 261,119	\$ 265,645	\$ 240,000	\$ 240,000	\$ 240,000
Total Miscellaneous	\$ 302,899	\$ 687,437	\$ 778,431	\$ 778,431	\$ 768,677	\$ 740,000	\$ 740,000	\$ 740,000
<b>TOTAL</b>	<b>\$ 602,664</b>	<b>\$ 799,296</b>	<b>\$ 698,240</b>	<b>\$ 758,593</b>	<b>\$ 815,315</b>	<b>\$ (185,074)</b>	<b>\$ (60,074)</b>	<b>\$ 64,926</b>
						Staff recommends creating Capital Project Fund for this expense in 2026 and issue GO Bonds backed by CID2 future receipts.		

# Major Asset Purchases

Equipment Reserve Plan Highlights

2026



Item B, Section III, Item



2027



2028



2029



2030

# Equipment Reserve Fund

- Funds Equipment Replacement Plan
- Staff recommends decreasing transfers from General Fund in future years as fund has built a healthy reserve balance and funds not transferred to the ERF can instead be transferred to the CIP

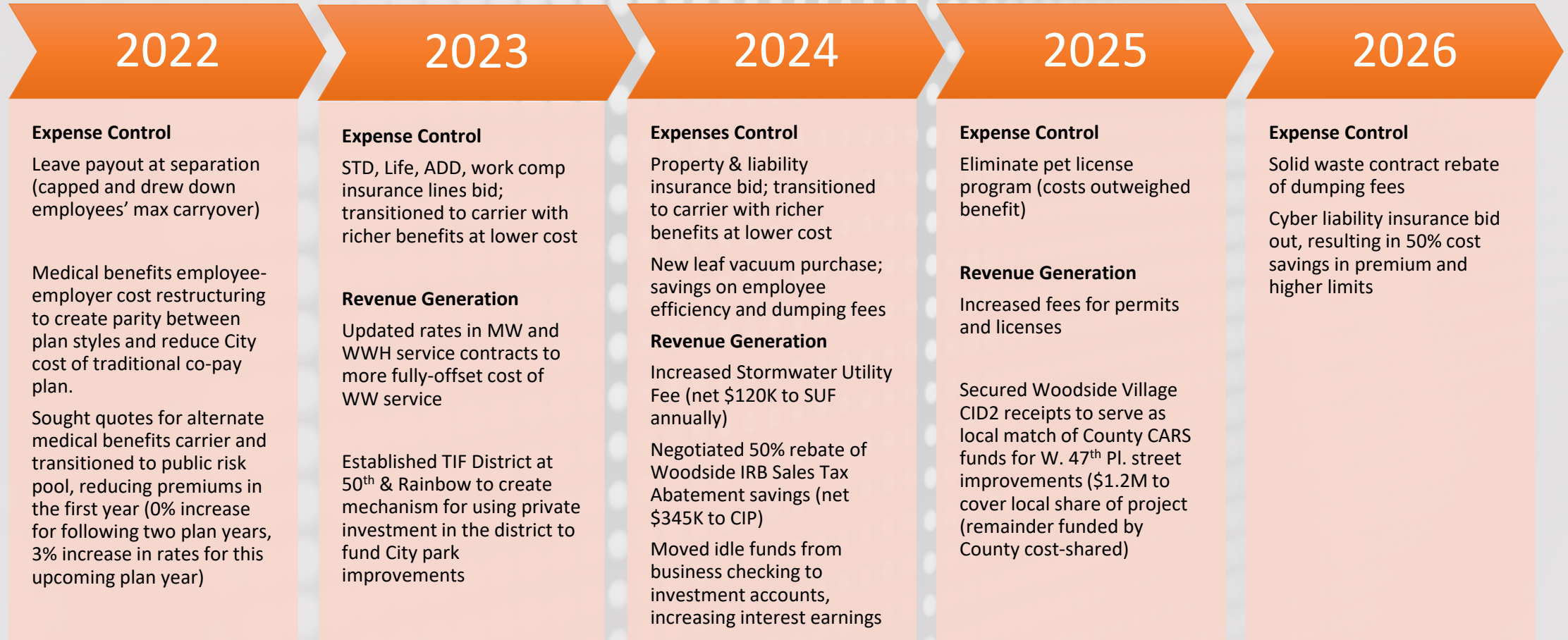
	Year Ending	Year Ending	Year To Date		Current Year Budget	Next Year's Budget	Future Year	Future Year
	12/31/2023	12/31/2024	7/31/2025		12/31/2025	2026	2027	2028
	Actual	Actual	Actual	Forecast	Adopted	Proposed	Forecast	Forecast
Beginning Fund Balance	\$ 151,488	\$ 346,480	\$ 330,449	\$ 330,449	\$ 330,449	\$ 343,449	\$ 334,449	\$ 224,749
Grants and Donations								
4640 - Federal Grants	\$ -	\$ 3,385	\$ -	\$ -	\$ -			
Total Grants and Donations	\$ -	\$ 3,385	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interfund Transfers								
4810 - Transfer from General Fund	\$ 155,000	\$ 325,000	\$ -	\$ 75,000	\$ 75,000	\$ 22,500	\$ 22,500	\$ 22,500
4840 - Transfer from Stormwater Fund	\$ 50,000	\$ 100,000	\$ -	\$ -	\$ -			
Total Interfund Transfers	\$ 205,000	\$ 425,000	\$ -	\$ 75,000	\$ 75,000	\$ 22,500	\$ 22,500	\$ 22,500
General Operating Expenses								
5395 - Miscellaneous Expense	\$ 8	\$ -	\$ -	\$ -	\$ -			
Total General Operating Expenses	\$ 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment and Maintenance								
5570 - Machinery & Equipment Purchase								
<b>Public Works</b>								
Leaf Vacuum Truck	\$ -	\$ 288,233	\$ -	\$ -	\$ -			
2023 F-550 (2010 Vehicle Replacement)	\$ -	\$ 1,949	\$ -	\$ -	\$ -			
2024 F-250 (New Fleet Vehicle)	\$ -	\$ 65,604	\$ -	\$ -	\$ -			
Portable Water Tank (Landscape Maintenance)	\$ -	\$ 11,232	\$ -	\$ -	\$ -			
2012 Ford F-550 & Equipment Replacement							\$ 112,200	
<b>Police</b>								
2023 Dodge Durango (2017 Patrol Vehicle Replacement)	\$ -	\$ 58,693	\$ -	\$ -	\$ -			
Body Cameras	\$ -	\$ 16,955	\$ -	\$ -	\$ -			
Safety [Bulletproof] Vests	\$ 10,000	\$ 1,750	\$ -	\$ -	\$ -			
2024 Dodge Durango (2017 Patrol Vehicle Replacement)	\$ -		\$ 61,567	\$ 62,000	\$ 88,250			
In-car computer replacements (4)						\$ 16,500		
Tasers and Gear (10)							\$ 20,000	
2021 Police Explorer Replacement								\$ 75,000
<b>Administration</b>								
Computers (x 6) and related desktop equipment replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -
Total Equipment and Maintenance	\$ 10,000	\$ 444,416	\$ 61,567	\$ 62,000	\$ 88,250	\$ 31,500	\$ 132,200	\$ 75,000
<b>TOTAL</b>	<b>\$ 346,480</b>	<b>\$ 330,449</b>	<b>\$ 268,882</b>	<b>\$ 343,449</b>	<b>\$ 317,199</b>	<b>\$ 334,449</b>	<b>\$ 224,749</b>	<b>\$ 172,249</b>
		Vehicle encumbered in FY2022						

# Debt Service Fund

- The annual transfer from the General Fund increases each year to create one mill of ad valorem tax when added to the ½ mill levied by the Debt Service Fund
- In FY2026, a 2-mill increase in the annual transfer from the General Fund is budgeted to payoff the remaining principal & interest (P&I) payment on 5050 Rainbow Blvd. (former church site). If the City is paid the assignment fee for the former Westwood View Elementary School site, this transfer would decrease to the normally-budgeted ½ mill as the assignment fee would cover this P&I.

	Year Ending	Year Ending	Year To Date		Current Year Budget	Next Year's Budget	Future Year	Future Year
	12/31/2023	12/31/2024	7/31/2025		12/31/2025	2026	2027	2028
	Actual	Actual	Actual	Forecast	Adopted	Proposed	Forecast	Forecast
Beginning Fund Balance	\$ 170,342	\$ 144,556	\$ 170,739	\$ 170,739	\$ 172,790	\$ 204,939	\$ 72,814	\$ 128,797
Taxes								
4010 - Ad Valorem Tax	\$ 17,388	\$ 19,182	\$ 20,193	\$ 23,225	\$ 23,225	\$ 20,534	\$ 20,500	\$ 20,500
4060 - Motor Vehicle Tax	\$ 1,361	\$ 1,478	\$ 724	\$ 1,460	\$ 1,460	\$ 1,437	\$ 1,500	\$ 1,500
Total Taxes	\$ 18,749	\$ 20,660	\$ 20,917	\$ 24,685	\$ 24,685	\$ 21,971	\$ 22,000	\$ 22,000
Interfund Transfers								
4810 - Transfer from General Fund	\$ 18,830	\$ 19,395	\$ -	\$ 23,487	\$ 23,487	\$ 125,000	\$ 27,830	\$ 29,500
4820 - Transfer from CIP Fund	\$ 175,000	\$ 175,000	\$ -	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000
4840 - Transfer from Stormwater Fund	\$ 43,516	\$ 43,516	\$ -	\$ 43,516	\$ 43,516	\$ 43,516	\$ 43,516	\$ 43,516
Total Interfund Transfers	\$ 237,346	\$ 237,911	\$ -	\$ 242,003	\$ 242,003	\$ 343,516	\$ 246,346	\$ 248,016
Professional Fees								
5295 - Professional Services - Other	\$ 3,000	\$ -	\$ -	\$ -	\$ -			
Total Professional Fees	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Operating Expenses								
5395 - Miscellaneous Expense	\$ -	\$ -	\$ -	\$ -	\$ 204,750			
Total General Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ 204,750	\$ -	\$ -	\$ -
Street and Stormwater								
5610 - Capital Improvement Expense	\$ 66,569	\$ 19,800	\$ 9,900	\$ 19,800	\$ 19,250	\$ 285,000		
Total Street and Stormwater	\$ 66,569	\$ 19,800	\$ 9,900	\$ 19,800	\$ 19,250	\$ 285,000	\$ -	\$ -
Miscellaneous								
5840 - Interest on GO Bond	\$ 77,313	\$ 72,588	\$ 33,844	\$ 67,688	\$ 67,688	\$ 62,613	\$ 57,363	\$ 51,938
5845 - Principal on GO Bond	\$ 135,000	\$ 140,000	\$ -	\$ 145,000	\$ 145,000	\$ 150,000	\$ 155,000	\$ 160,000
Total Miscellaneous	\$ 212,313	\$ 212,588	\$ 33,844	\$ 212,688	\$ 212,688	\$ 212,613	\$ 212,363	\$ 211,938
<b>TOTAL</b>	<b>\$ 144,556</b>	<b>\$ 170,739</b>	<b>\$ 147,913</b>	<b>\$ 204,939</b>	<b>\$ 2,790</b>	<b>\$ 72,814</b>	<b>\$ 128,797</b>	<b>\$ 186,876</b>

# Five-year review of select actions taken to address fiscal sustainability (administrative and legislative)



# Big Picture Reflections

---

This revised budget reflects a 4 mill increase, which results in +/- 7 mills dedicated to streets, streetlights, sidewalks, and stormwater improvements (in typical years, +/- 3 mill has been dedicated to the CIP).

If a lower (or no) mill increase is approved by the City Council, this would result in a lower transfer to the CIP and a delayed pace in street improvements and streetlight installation.

---

This revised budget reflects a resulting General Fund reserve balance of 20%, under the Council target. Note: In past years, expenses have come in lower than budgeted and revenues higher, resulting in actual reserves to be higher than budgeted.

Should the City's debt on 5050 Rainbow Blvd. be covered by outside funds, the resulting reserve balance in the General Fund would be 23% in the FY 2026 budget.

---

City staff has taken a deep dive into departmental expenses and has tightened up budgeting where possible; however certain operational expenses continue to increase, due in large part to aging facilities and older fleet vehicles, increases in contract services, and utilities.

Several measures have been taken – both administratively and legislatively – in the recent past to reduce expenses and expand revenues without raising taxes.



# The Legal Record

1701 E. Cedar St., Ste. 111  
Olathe, KS 66062-1775  
(913) 780-5790

ATTN: LESLIE HERRING  
CITY OF WESTWOOD  
4700 RAINBOW BLVD  
WESTWOOD KS 66205-1831

---

## Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;  
Maureen Gillespie, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Clerk for The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than one year prior to the first publication of the notice attached, and has been entered at the post office as Periodicals Class mail matter. That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

HEARING TO EXCEED REVENUE NEUTRAL RATE &  
BUDGET HEARING  
8/26/25

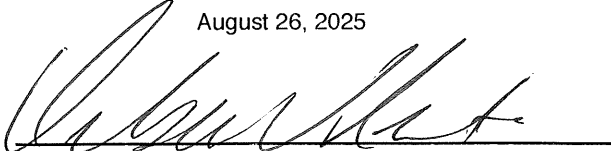
Pursuant to Local Rule 3.7, the undersigned hereby certifies that no portion of the Proof of Publication was drafted/prepared using Generative A.I.



Maureen Gillespie, Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

August 26, 2025



Notary Public

DEBRA VALENTI

Notary Public-State of Kansas  
My Appt. Expires Aug. 21, 2027

L25520  
Publication Fees: \$40.34



Westwood

**Allocation of MV, RV, 16/20M, Commercial Vehicle, and Watercraft Tax Estimates**

Budgeted Funds for 2025	Ad Valorem Levy Tax Year 2024	Allocation for Year 2026				
		MVT	RVT	16/20M Veh	Comm Veh	Watercraft
General	965,119	63,409	210	0	398	0
Debt Service	23,175	1,523	5	0	10	0
Library						
<b>TOTAL</b>	<b>988,294</b>	<b>64,932</b>	<b>215</b>	<b>0</b>	<b>408</b>	<b>0</b>

County Treas Motor Vehicle Estimate	<u>64,932</u>				
County Treas Recreational Vehicle Estimate		<u>215</u>			
County Treas 16/20M Vehicle Estimate			<u>0</u>		
County Treas Commercial Vehicle Tax Estimate				<u>408</u>	
County Treas Watercraft Tax Estimate					<u>0</u>

Motor Vehicle Factor	<u>0.06570</u>				
Recreational Vehicle Factor		<u>0.00022</u>			
16/20M Vehicle Factor			<u>0.00000</u>		
Commercial Vehicle Factor				<u>0.00041</u>	
Watercraft Factor					<u>0.00000</u>









Westwood

2026

**STATEMENT OF INDEBTEDNESS**

Type of Debt	Date of Issue	Date of Retirement	Interest Rate %	Amount Issued	Beginning Amount Outstanding Jan 1, 2025	Date Due		Amount Due 2025		Amount Due 2026	
						Interest	Principal	Interest	Principal	Interest	Principal
<b>General Obligation:</b>											
Series 2020A for streets, etc.	3/26/2020	11/1/2040	3.50	3,370,000	2,835,000	5/1	11/1	67,688	145,000	62,613	150,000
<b>Total G.O. Bonds</b>					<b>2,835,000</b>			<b>67,688</b>	<b>145,000</b>	<b>62,613</b>	<b>150,000</b>
<b>Revenue Bonds:</b>											
<b>Total Revenue Bonds</b>					<b>0</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Other:</b>											
<b>Total Other</b>					<b>0</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Indebtedness</b>					<b>2,835,000</b>			<b>67,688</b>	<b>145,000</b>	<b>62,613</b>	<b>150,000</b>

Westwood

2026

**FUND PAGE FOR FUNDS WITH A TAX LEVY**

Adopted Budget	Prior Year	Current Year	Proposed Budget
Debt Service	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	144,556	170,739	204,939
Receipts:			
Ad Valorem Tax	19,182	23,175	xxxxxxxxxxxxxxxx
Delinquent Tax		50	
Motor Vehicle Tax	1,478	1,460	1,523
Recreational Vehicle Tax			5
16/20M Vehicle Tax			0
Commercial Vehicle Tax			10
Watercraft Tax			0
Interfund Transfers	237,911	242,003	343,516
Loss from Woodside Village TIF District			-2,776
Interest on Idle Funds			
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>258,571</b>	<b>266,688</b>	<b>342,278</b>
<b>Resources Available:</b>	<b>403,127</b>	<b>437,427</b>	<b>547,217</b>
Expenditures:			
Lease Purchase Agreement (5050 Rainbow	19,800	19,800	285,000
Series 2020A GO Bonds	212,588	212,688	212,613
Cash Reserve (2026 column)			75,700
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
<b>Total Expenditures</b>	<b>232,388</b>	<b>232,488</b>	<b>573,313</b>
Unencumbered Cash Balance Dec 31	170,739	204,939	xxxxxxxxxxxxxxxx
2024/2025/2026 Budget Authority Amount	401,238	436,688	573,313
	Non-Appropriated Balance		
	Total Expenditure/Non-Appr Balance		573,313
	Tax Required		26,096
	Delinquent Comp Rate: 0.0%		0
	Amount of 2025 Ad Valorem Tax		26,096

Adopted Budget	Prior Year	Current Year	Proposed Budget
Library	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1		0	0
Receipts:			
Ad Valorem Tax		0	xxxxxxxxxxxxxxxx
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20M Vehicle Tax			
Commercial Vehicle Tax			
Watercraft Tax			
Interest on Idle Funds			
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Resources Available:</b>	<b>0</b>	<b>0</b>	<b>0</b>
Expenditures:			
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>
Unencumbered Cash Balance Dec 31	0	0	xxxxxxxxxxxxxxxx
2024/2025/2026 Budget Authority Amount	0	0	0
	Non-Appropriated Balance		
	Total Expenditure/Non-Appr Balance		0
	Tax Required		0
	Delinquent Comp Rate: 0.0%		0
	Amount of 2025 Ad Valorem Tax		0

CPA Summary

Westwood

2026

**FUND PAGE FOR FUNDS WITH NO TAX LEVY**

Adopted Budget <b>Special Highway</b>	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
Unencumbered Cash Balance Jan 1	169,095	230,638	240,196
Receipts:			
State of Kansas Gas Tax	46,974	44,560	44,560
County Transfers Gas		0	0
State Highway Maintenance	14,830	14,820	14,500
Interest on Idle Funds			
Miscellaneous		440	440
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>61,804</b>	<b>59,820</b>	<b>59,500</b>
<b>Resources Available:</b>	<b>230,899</b>	<b>290,458</b>	<b>299,696</b>
Expenditures:			
Street Maintenance	261	50,262	250,000
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>261</b>	<b>50,262</b>	<b>250,000</b>
Unencumbered Cash Balance Dec 31	230,638	240,196	49,696
2024/2025/2026 Budget Authority Amount	60,000	200,000	250,000

Adopted Budget

<b>Stormwater Utility</b>	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
Unencumbered Cash Balance Jan 1	189,218	251,429	371,009
Receipts:			
Stormwater Utility Fee	244,006	240,000	240,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>244,006</b>	<b>240,000</b>	<b>240,000</b>
<b>Resources Available:</b>	<b>433,224</b>	<b>491,429</b>	<b>611,009</b>
Expenditures:			
Professional Fees	4,606		5,000
Equipment and Maintenance	213	10,000	5,000
Street and Stormwater	8,460	16,000	15,000
Interfund Transfers	168,516	94,420	186,368
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>181,795</b>	<b>120,420</b>	<b>211,368</b>
Unencumbered Cash Balance Dec 31	251,429	371,009	399,641
2024/2025/2026 Budget Authority Amount	194,516	169,516	211,368

<b>CPA Summary</b>
--------------------

0

**NON-BUDGETED FUNDS (A)**  
*(Only the actual budget year for 2024 is reported)*

2026

Non-Budgeted Funds-A

(1) Fund Name:                      (2) Fund Name:                      (3) Fund Name:                      (4) Fund Name:                      (5) Fund Name:

<b>Capital Improvement</b>		<b>Equipment Reserve</b>		<b>0</b>		<b>0</b>		<b>0</b>		
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		<b>Total</b>
Cash Balance Jan 1	306,230	Cash Balance Jan 1	346,480	Cash Balance Jan 1		Cash Balance Jan 1		Cash Balance Jan 1		652,710
Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Special Sales Tax	385,198									
Grants			3,385							
Interfund Transfers	570,242		425,000							
<b>Total Receipts</b>	<b>955,440</b>	<b>Total Receipts</b>	<b>428,385</b>	<b>Total Receipts</b>	<b>0</b>	<b>Total Receipts</b>	<b>0</b>	<b>Total Receipts</b>	<b>0</b>	<b>1,383,825</b>
<b>Resources Available:</b>	<b>1,261,670</b>	<b>Resources Available:</b>	<b>774,865</b>	<b>Resources Available:</b>	<b>0</b>	<b>Resources Available:</b>	<b>0</b>	<b>Resources Available:</b>	<b>0</b>	<b>2,036,535</b>
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Projects	127,772									
Equipment			444,416							
Interfund Transfers	175,000									
<b>Total Expenditures</b>	<b>302,772</b>	<b>Total Expenditures</b>	<b>444,416</b>	<b>Total Expenditures</b>	<b>0</b>	<b>Total Expenditures</b>	<b>0</b>	<b>Total Expenditures</b>	<b>0</b>	<b>747,188</b>
<b>Cash Balance Dec 31</b>	<b>958,898</b>	<b>Cash Balance Dec 31</b>	<b>330,449</b>	<b>Cash Balance Dec 31</b>	<b>0</b>	<b>Cash Balance Dec 31</b>	<b>0</b>	<b>Cash Balance Dec 31</b>	<b>0</b>	<b>1,289,347</b> **
										<b>1,289,347</b> **

\*\*Note: These two block figures should agree.

**CPA Summary**

Westwood

2026

**FUND PAGE FOR FUNDS WITH NO TAX LEVY**

Adopted Budget <b>Woodside TIF/CID</b>	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
Unencumbered Cash Balance Jan 1	602,664	799,296	758,592
Receipts:			
Woodside Village Ad Valorem	522,119	517,312	500,000
Woodside Village CID-1	237,039	261,119	240,000
Woodside Village CID-2	124,911	119,296	125,000
Reimbursements			944,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>884,069</b>	<b>897,727</b>	<b>1,809,000</b>
<b>Resources Available:</b>	<b>1,486,733</b>	<b>1,697,023</b>	<b>2,567,592</b>
Expenditures:			
UMB TIF Payment	454,135	517,312	500,000
UMB CID Payment	233,302	261,119	240,000
Professional Fees		160,000	232,600
Street and Stormwater			1,550,000
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>687,437</b>	<b>938,431</b>	<b>2,522,600</b>
Unencumbered Cash Balance Dec 31	799,296	758,592	44,992
2024/2025/2026 Budget Authority Amount	623,562	768,677	2,522,600

See Tab A

See Tab C

Adopted Budget

Adopted Budget <b>0</b>	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
Unencumbered Cash Balance Jan 1		0	0
Receipts:			
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Resources Available:</b>	<b>0</b>	<b>0</b>	<b>0</b>
Expenditures:			
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>
Unencumbered Cash Balance Dec 31	0	0	0
2024/2025/2026 Budget Authority Amount	0	0	0

**CPA Summary**

--

**City of Westwood, Kansas  
City Council Work Session  
4700 Rainbow Boulevard  
August 14, 2025 – 6:00 PM**

Council Present: David E. Waters, Mayor  
Andrew Buckman, Councilmember  
Jeff Harris, Council President  
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 work session to order at 6:00 p.m. on August 14, 2025. Ms. Schneweis called the roll. A quorum was present. The meeting was held in a hybrid manner with attendees being able to join in person and virtually via Zoom.

**Receive presentation from of proposal from Hunt Midwest & Finkle+Williams for former Westwood View Elementary School site**

On April 1, 2025, an election was held on whether the City should sell the existing Joe Dennis Park on the corner of 50th & Rainbow Blvd. to enable redevelopment of the site and replacement of the park on the former Westwood View School site. The results were 48% in favor and 52% opposed to the sale of the park. The following week, the City's development partner - Karbank - terminated its purchase agreement with the City, which left the City with no way to fund the purchase of the school site under the current agreement between the City and the School District.

The events and activities that have taken place over the past four months are detailed in an August 4, 2025, staff report accompanying the public presentation of the results of a City-run Request for Proposals (RFP) process to identify an assignee to assume the City's right to purchase the former Westwood View School site. [That staff report is accessible via this link to the Planning Commission meeting packet posted to the City website.](#) The presentation from Hunt Midwest – who was recommended for the award by the RFP Review Committee – is available via this link to the project page on the City website: <https://www.westwoodks.org/projects-and-plans/page/former-westwood-view-elementary-school-site>.

The only decision before the City Council is whether to assign the City's purchase rights to a new developer or to terminate the purchase agreement with the School District.

As of end of business on August 12th and since July 31st – when the award recommendation was posted publicly to the City website – City staff has received a total of four (4) emails and one (1) in-person

visitor to City Hall on this topic, each a different contactor. Of the five (5) total contacts made to City staff, only one stated an opinion on whether the City should assign its purchase rights to Hunt Midwest. The other four (4) contactors only asked questions about the Hunt Midwest & Finkle+Williams proposal and process of how the recommendation was developed but did not state an opinion as to whether they felt the City should assign its right. Many of the questions posed in the four inquiries were addressed during the August 4th presentation to Planning Commission.

#### Public Comments

Questions received from the four members of the public about Hunt Midwest's proposal focused on:

- a. Housing types, ownership, and pricing
- b. Design, architecture, and materials
- c. Green space and public use
- d. Parking, site circulation, and walkability
- e. Stormwater management and environmental impact
- f. City review process and community engagement
- g. Developer collaboration and adaptability
- h. Infrastructure, financing, and public investment

Although concepts for the site were required as part of the selection process to find a partner to accept the City's right to purchase the former school site, at this stage, no site plans, architectural designs, or rezoning proposals are being finalized or approved. If assigned, Hunt Midwest will complete their own due diligence and then seek to close on the property — but any detailed plans or approvals will come later, with full public input. That said, responses to questions about topics a–e above would not be able to be fully addressed until and unless Hunt Midwest closes on the purchase of the property and begins engineering and architecture work in earnest.

It should be noted that teams had only one month – June 11 to July 9 – to develop concept(s) to propose to the City. The time necessary for the team(s) to refine plans would take place if – and only if – the City assigns it purchase right for the property to one of the development partners.

Questions received about the team and proposal that have more immediate relevance to the City Council's decision at-hand revolve around topics f–h (and, to a certain extent c) named above. Those questions have been aggregated and addressed in an addendum to this staff report.

To aid the City Council in the decision at hand - whether to assign the City's purchase rights to a new developer or to terminate the purchase agreement with the School District – City staff recommends the Governing Body

1. Receive a presentation from Hunt Midwest in support of their proposal;
2. Consider community feedback collected before and during their meeting; and then
3. Provide direction to City staff and the City Attorney as to whether to bring an action item to the City Council at its September 11, 2025, meeting to formally consider approving the assignment.

Ora Reynolds, CEO and President of Hunt Midwest, provided an overview of Hunt Midwest projects and operations.

Brenner Holland, Senior Vice President of Residential Development at Hunt Midwest, provided an overview of the development team's proposal.

The Mayor and Councilmembers asked questions of Hunt Midwest and City Staff and deliberated amongst themselves. No action was taken.

**Adjournment to Regular Meeting**

The Work session adjourned at 6:59 p.m. to prepare for the regular City Council meeting.

DRAFT

**Westwood, Kansas  
City Council Meeting  
August 14, 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  
Abby Schneweis, City Clerk

**Call to Order**

Mayor Waters called the meeting to order at 7:00 p.m. on August 14, 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**

Mayor Waters suggested the Council consider adding a change for after Public Comment for remaining Discussion from the Work Session and discussion of any direction to Staff. Motion by Councilmember Harris to approve the August 14, 2025, agenda with the addition stated by the mayor. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

**Public Comment**

Vicki Ross, 4925 Mission Road, read from a written statement she prepared, it is included in the appendix of these minutes document.

Steve Platt, 4910 Glendale, Westwood Hills, acknowledged the Hunt Midwest proposal and said Westwood is comprised of 25% commercial properties and 18% rental properties and he believes that is enough diversity of land uses in the City.

Leni Swails, 2009 W 47<sup>th</sup> Terrace, said she is concerned about the proposed changes in overnight parking regulations that are part of the recodification of the City Code that will be considered by the Council that evening. Ms. Swails said she believes that on street parking calms traffic and leaves a parking option for overnight visitors.

KC Thomsen, 2013 W 47<sup>th</sup> Terrace, expressed concern about the changes in overnight parking as well. Mr. Thomsen encouraged the Council to consider allowing for exception for special cases.

Ella Madrigal, 2108 W 48<sup>th</sup> Street, said she is a senior at Shawnee Mission East and lives with her mother. Ms. Madrigal said she and her mother have busy schedules and cannot coordinate parking their

vehicles according to who leaves in the morning each day. Ms. Madrigal said the Council should consider all types of families with regard to this change.

David Gomoletz, 2427 W 48<sup>th</sup> Street, said he is in favor of changing the parking regulations to no overnight parking from 2:00 a.m. to 6:00 a.m., Mr. Gomoletz believes the benefits would outweigh the inconveniences and encouraged the Council to allow for exceptions where warranted.

Allison Juarez, 2007 W 47<sup>th</sup> Terrace, encouraged the City Council to allow for exceptions to the proposed overnight parking prohibition.

Mark Swails, 2009 W 47<sup>th</sup> Terrace, encouraged the City Council to allow for exceptions to the proposed overnight parking prohibition.

No other comments were made by the public, Mayor Waters closed the Public Comment portion of the meeting.

Mayor Waters and Councilmember Harris noted that Ms. Ross conveyed that the Friends of Westwood Parkland had \$175,000 in pledges for improvements to Joe D. Dennis Park during a meeting they had with her. Mayor Waters and Councilmember Harris agreed that Ms. Ross's statement that the City rejected an offer of \$500,000 was a misstatement.

#### **Remaining Discussion of Hunt Midwest Proposal**

Mayor Waters opened the floor for Council to discuss the Hunt Midwest proposal and ask any questions they may have.

Councilmember Buckman asked Mr. Sullivan, Chief Mansell, and Ms. Herring if they had any concerns about the proposal. No members of staff raised any concerns rising to the level of objection nor caution.

Mayor Waters said one of the goals of the Governing Body was to increase diversity in housing, and the Hunt Midwest proposal would help meet more needs.

Councilmember Harris asked Mr. Denk if an HOA would introduce any new risks for the City. Mr. Denk said he didn't have any concerns about the development of the HOA. Mr. Denk said it is important for properties that have a common area to have an HOA to maintain it to a certain desired standard by the properties that are adjacent to it.

Councilmember Steele thanked the RFP committee, and trusts the committee brought forward the most appropriate choice for the Council to consider for approval.

Councilmember Hannaman said the proposal is the best outcome the Governing Body could ask for, and he could not see a more realistic outcome for the former Westwood View Elementary property.

Councilmember Harris said he received a door hanger from the Friends of Westwood Parkland shortly after the April 1<sup>st</sup> Special Election stating that they had begun forming a four-city task force that included Westwood, Westwood Hills, Mission Woods, and Fairway to raise funds needed to convert the former Westwood View property into parkland. Councilmember Harris asked Ms. Herring if any of the cities have contacted Westwood to move forward with such a proposal, Ms. Herring said they had not. Councilmember Harris asked Ms. Herring if Friends of Westwood Parkland brought its own proposal for

redevelopment of the former Westwood View property, Ms. Herring said they did not submit any such thing to city staff. Councilmember Harris said the door hanger stated Friends of Westwood Parkland will be working with the Shawnee Mission School District to redevelop the site and asked Ms. Herring if city staff have received any such indication from the school district. Ms. Herring said no.

Motion by Councilmember Harris to direct staff to draft an agreement that assigns the City of Westwood purchase agreement with Shawnee Mission School District to Hunt Midwest. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

### **Presentations and Proclamations**

No presentations or proclamations were made.

### **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 July 10, 2025 City Council Meeting Minutes
- B. Consider Appropriations Ordinance 777

Motion by Councilmember Harris 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 a review of events he attended and plans to attend as Mayor of Westwood.

Mayor Waters shared that a candidate forum for Westwood City Council candidates will be held on Wednesday, September 10<sup>th</sup> at 7:00 p.m. at Westwood View Elementary School. The event is hosted by the Johnson County Post.

### **Councilmember Reports**

No reports were made by members of the Council.

### **Staff Reports**

#### **Administrative Report**

Ms. Herring provided an overview of the August 2025 Administrative Report included in the agenda packet and offered to answer questions.

#### **Public Works Report**

Mr. Sullivan provided an overview of the July and August 2025 Public Works Reports included in the agenda packet and offered to answer questions.

#### **Public Safety Report**

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

### **Treasurer's Report**

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

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

Mr. Denk did not have anything to report.

### **Old Business**

#### **Consider Ordinance No. 1049 authorizing the recodification of ordinances for the City of Westwood, Kansas**

Recodification is the process by which all adopted ordinances (and modern, current State and Federal laws, where applicable) are integrated into a City's Codebook so that the Codebook reflects the current and comprehensive laws of the City.

- 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 from there worked 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 July 2024, the Planning Commission reviewed and provided input and changes to the Zoning Ordinance (Chapter 16 of the City Code)
- In October 2024, the City role in review of the Code sections concluded and CivicPlus began finalizing the Code for consideration and adoption by the Governing Body.
- In June 2025, CivicPlus provided the final Code document and ordinance for adoption of the recodification. Once CivicPlus receives the Council-approved ordinance, they will activate the online searchable City Code on the City's website.

The intent of recodification is housekeeping, to ensure consistency and legality of the code provisions and to address any confusion or conflicting elements of the code. The following is a summary of the notable edits to the Zoning Ordinance, advanced by City Council in March and April 2024 and by Planning Commission in July 2024 relating only to Chapter 16 re: zoning regulations:

#### **General**

- Fees have been separated out from the City Code and included in a master fee schedule, adopted by the City Council and reviewed annually Code has been updated generally to reflect current organizational structure

#### **Chapter 1: Administration**

- No notable changes

#### **Chapter 2: Animal Control and Regulation**

- Discontinuation of pet licensing program; continuation of pet vaccination requirement

#### **Chapter 3: Beverages**

- No notable changes

#### **Chapter 4: Buildings and Construction**

- Chapter to be updated at least every six years when new code sets are adopted. Chapter last revised in 2021 and 2022 with adoption of 2018 ICC code set; set to be updated again in Fall 2025 with adoption of 2024 ICC code set.

#### Chapter 5: Business Regulations

- Remove requirement that City-licensed massage therapists carry a City-issued ID card
- Reflect City's participation in County-administered tow rotation system

#### Chapter 6: Elections

- No notable changes

#### Chapter 7: Fire

- No notable changes

#### Chapter 8: Health & Welfare

- Except native grasses as approved on lists maintained by the county or the county's extension office from nuisance definition
- Allow compost systems, so long as maintained in the back yard
- Allow the City to remove trees on public or private property if it's deemed to be hazardous, not only if it meets the definition of dead or diseased
- Add requirement that refuse bins be placed in such a way as to avoid impeding pedestrian or vehicle traffic
- Add requirement that at least one off-street parking space per property is required for occupied dwellings
- Increase clearance of trees over streets from 12 to 14 feet (requirement remains 8 feet over sidewalks)

#### Chapter 9: Municipal Court

- Allow remote/virtual court appearances under certain conditions

#### Chapter 10: Police

- Change fee structure for repeated false alarms, requiring police personnel response

#### Chapter 11: Public Offenses

- No notable changes

#### Chapter 12: Public Property

- Remove process for allowing camping on public grounds

#### Chapter 13: Public Rights-of-Way

- No notable changes

#### Chapter 14: Traffic

- Whereas two-hour on-street parking is currently permitted overnight, prohibit on-street parking completely between midnight and 6 AM. This change will allow the Police Department to enforce the heretofore effective prohibition of overnight parking currently in place. (Notably, the City's restrictions on overnight parking have been in place since 1953.)

## Chapter 15:

- No notable changes

## Chapter 16: Zoning

- Cleaning up 4.3.12 to be consistent with RV parking regulations in 14-217, which also covers this topic

A clean version of the draft for adoption is included in this July 2025 meeting packet. To view the tracked changes from Spring 2024, which were used by CivicPlus to build the recodification in tonight's meeting packet, click here for Chapters 1-7 and 9 and click here for Chapters 8 and 10-16.

At its regular meeting on July 7, 2025, the Planning Commission reviewed Chapter 16 and directed staff to schedule a public hearing on August 4, 2025 to formally consider the edits and prepare this chapter – as well as all other chapters of the City Code – for adoption by City Ordinance by the Governing Body. The City Council should review the recodified City Code as presented in the meeting packet. Once the Governing Body is satisfied with the document, City staff will prepare it for adoption following the August 4th public hearing on text amendments to Chapter 16, which could occur as early as the August 14th City Council meeting.

Please note that there is stated interest from the Planning Commission to make more substantive changes to the zoning ordinance relative to recent cases and matters, and that review process can occur simultaneously but separately from this recodification. Any additional changes to the Zoning Ordinance can be achieved via the text amendment process and recommended to the City Council for adoption by ordinance once the Planning Commission determines which amendments it would like to recommend for consideration.

A general discussion ensued about the proposed changes to overnight parking. Ms. Herring committed that staff will create an outlined process for overnight parking for residents who have special circumstances or temporary need to park on the street overnight. This plan will be shared with the Governing Body during the September 11<sup>th</sup> City Council meeting. There was a general consensus among the Governing Body that this was acceptable. Mayor Waters asked those in the audience if they had any objections, none were made.

Motion by Councilmember Hannaman to approve Ordinance No. 1049 authorizing the codification of ordinances of the City of Westwood, Kansas with the direction to staff that was discussed. Second by Councilmember Buckman. Councilmembers Harris and Wimer thanked those in the audience for their public comment during the meeting. Ms. Schneweis performed a roll call vote. Motion carried 5-0.

**Consider Ordinance No. 1050 adopting and enacting a new code for the City of Westwood, Kansas**

Motion by Councilmember Hannaman to approve Ordinance No. 1050 adopting and enacting a new code for the City of Westwood, Kansas. Second by Councilmember Steele. Ms. Schneweis performed a roll call vote. Motion carried 5-0.

**New Business**

**Consider Ordinance No. 1051 modifying a school zone**

The new Westwood View Elementary opened in August 2022. At that time, it was determined that there would need to be new/modified ordinance(s) regarding required school zones. Ordinances were

modified to include the new requirements. However, parts of the existing school zones from the old Westwood View were left in place in anticipation of Rushton Elementary utilizing the building on a temporary basis, which occurred from August 2022 through May 2024. In May 2025, the Shawnee Mission School District submitted application to the City for a demolition permit of the school building and demolition activities are underway. This action removes any school zones not applicable to the current Westwood View Elementary building, located west of the former building.

The Manual on Uniform Traffic Control Devices (MUTCD) recommends school zones extend two hundred ft. (200') to two hundred-fifty feet (250') in all directions as measured from the nearest property line of a school. The illustration below illustrates the modification of the school zone currently in place on 50<sup>th</sup> Street east of Belinder Ave. The noted proposed deletion would bring the City's school zones into alignment with MUTCD recommendations.

A school zone currently exists on W. 50th Street from Rainbow Boulevard to Norwood St. in both directions as established in August 2022 per Westwood City Code 14-102 (c). With the old Westwood View school now permanently closed, an eastern portion of the existing school zone should be removed. The new modified school zone will now encompass both directions of travel on W. 50th St. at a point starting at Norwood St. moving east to a point two hundred-fifty (250) feet east of the eastern most property line of the current Westwood View Elementary School.

Motion by Councilmember Wimer to approve Ordinance No. 1051 modifying school zones. Second by Councilmember Steele. Ms. Schneeweis performed a roll call vote. Motion carried 5-0.

#### **Consider Resolution No. 146-2025 updating the City Manual for Infrastructure Standards**

The 2008 recodification of the City ordinances included reference under Chapter 13-105 Administration (c) "The city's public works director, or his or her designee, shall administratively develop infrastructure policies and practices to regulate and govern construction within and the use of the rights-of-way." The Manual of Infrastructure Standards was created and adopted with the 2008 recodification. The document was meant to be adopted by resolution for subsequent changes which the first changes occurred on June 8, 2017, by Resolution #60-2017.

To coincide with the current recodification effort the Manual of Infrastructure Standards has been updated to reflect very minor changes with the most significant being the update of the Westwood Standard Details that are drawings of specific construction methods related to the items found in the Rights-of-Way.

Motion by Councilmember Buckman to adopt Resolution 146-2025, Manual of Infrastructure Standards. Second by Councilmember Hannaman. Motion carried by a 5-0 voice vote.

#### **Consider Resolution No. 147-2025 adopting the 2026 Master Fee Schedule**

City Staff is working with Civic Plus to finalize a recodification of the Westwood City Code. As part of the recodification process all fee amounts have been removed and language has been added to adopt such fees by Resolution.

The change in the language in the City Code to adopt fees by a Resolution allows the City to update fees on a more regular basis and keep up with the local market. During the November 14, 2024 City Council meeting, Council voted unanimously to approve Resolution 134-2024, which adopted a master fee

schedule effective January 1, 2025. Staff plans to review and update the fee schedule on a yearly basis during the budget adoption process. This is the first such annual review.

The FY2026 fee schedule includes one change; Right-of-Way Permit Temporary Road Closure Application - \$25.00. Staff recommend the rest of the FY 2026 fee schedule remain unchanged.

Motion by Councilmember Buckman to approve Resolution No. 147-2025 adopting the 2026 master fee schedule Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

**Fiscal Year 2026 revised budget presentation**

Ms. Herring provided an overview of the revised 2026 budget included in the meeting packet.

Councilmember Wimer asked the Governing Body if they have heard from residents regarding the proposed mill rate increase since notices were sent out by Johnson County. Councilmember Harris said he had coffee with one resident to discuss the proposed mill rate, otherwise no other Governing Body members said they received contact from constituents.

**Consider the appointment of Chris Ledin 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). In the event of a vacancy, the Mayor nominates and the City Council confirms appointments.

Last month, Kevin Breer notified the Mayor, Planning Commission Chair, and City Administrator of his resignation from Planning Commission. Breer had served on the Planning Commission since his appointment in 2015. In his resignation, he cited his desire to focus more of his time on his family, including his middle-school aged son.

Following Commissioner Breer’s notice to vacate his seat, the Mayor, with input from the Planning Commission Chair, reviewed past statements of interest from residents who expressed a desire to serve on the Planning Commission. Following review, Mayor Waters nominates Chris Ledin to fill the vacated term of Kevin Breer. Mr. Ledin stood out for his stated and demonstrated passion about urban design, building science, and environmental sustainability.

Kevin Breer’s unexpired term is March 1, 2024 – February 28, 2027. Ledin would serve the remainder of Breer’s term as outlined below.

Candidate	Residential Address	Term
Chris Ledin	2211 W 48th St	September 8, 2025 – February 28, 2027

Motion by Councilmember Harris to confirm the appointment of Chris Ledin to the Westwood Planning Commission to serve a vacated term expiring February 28, 2027, 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 meeting. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

**Announcements/Governing Body Comments**

Councilmember Harris thanked everyone for a productive meeting.

**Executive Session**

The Governing Body did not hold an executive session.

**Adjournment**

Motion by Councilmember Hannaman to adjourn the meeting. Second by Councilmember Steele. Motion carried by a 5-0 voice vote. The meeting was adjourned at 9:12 p.m.

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

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

DRAFT

Vicki Ross

Westwood Resident

The following is to be read into the record

On Tuesday, August 8, I sent 3 KORA requests to the city for what should have been readily available data. Yesterday I received the records for 2 of my requests and I have yet to receive the third record. Why there was such a delay in providing public records-I do not know. I made the same request to Roeland Park for the Mission Road costs and received the document within an hour of my request. The delays in providing what should have been easily accessible public information means that I have had little time to study or speak to specific budget details but it does reinforce what I see as the need for our community to move from a business-profit model to one that focuses on a healthy community. A healthy community focus, I believe, will result in much less frustration and contribute to the power of an entire community moving forward in a positive way.

There is no need to waste money hiring a consultant; the literature supports some key characteristics ideas for implementation. In a healthy community all members are encouraged to actively engage and both the governed and the governing are given equal voice in what they want their community to be. Seldom is a developer or a consultant mentioned as necessary to achieve this goal. Members feel a part of the community and all views are encouraged and welcomed. Setting a stage that encourages dialogue among all of the members provides opportunity for the governing body to seek out and understand the concerns of the community so that they can more accurately represent their constituents. A business model that requires all information be funneled through an administrator or the mayor can only be frustrating to everyone. Publicly noticed and recorded committee meetings would be a good start as would removing any council handbook requirements that require council members or staff to deflect or defer community concerns.

A healthy community focuses its goals on a stable economy, maintenance of infrastructure and public safety. No where was I able to find a healthy community defined by the amount of dollars it brings in. Everyone understands the mill levy is one part of the rise in Westwood taxes but what about the other factors and how does it relate to inflation? I am attaching a graph with data provided by the county and normalized to reflect the annual inflation rate on \$100,000, the annual increase in home appraisals and the net rise in the mill levy when it is adjusted for the rising appraisal in home values. What you will see is Westwood's tax rate far exceeds the cost of inflation in almost every year and these numbers do not include utility franchise fees, storm water utility fees, or sales tax all of which have been increased or doubled. With a healthy community focus taxes are based and evaluated on how well the community goals are achieved. The absence of a community focus results in out of control costs and unplanned or what feels like arbitrary tax increases.

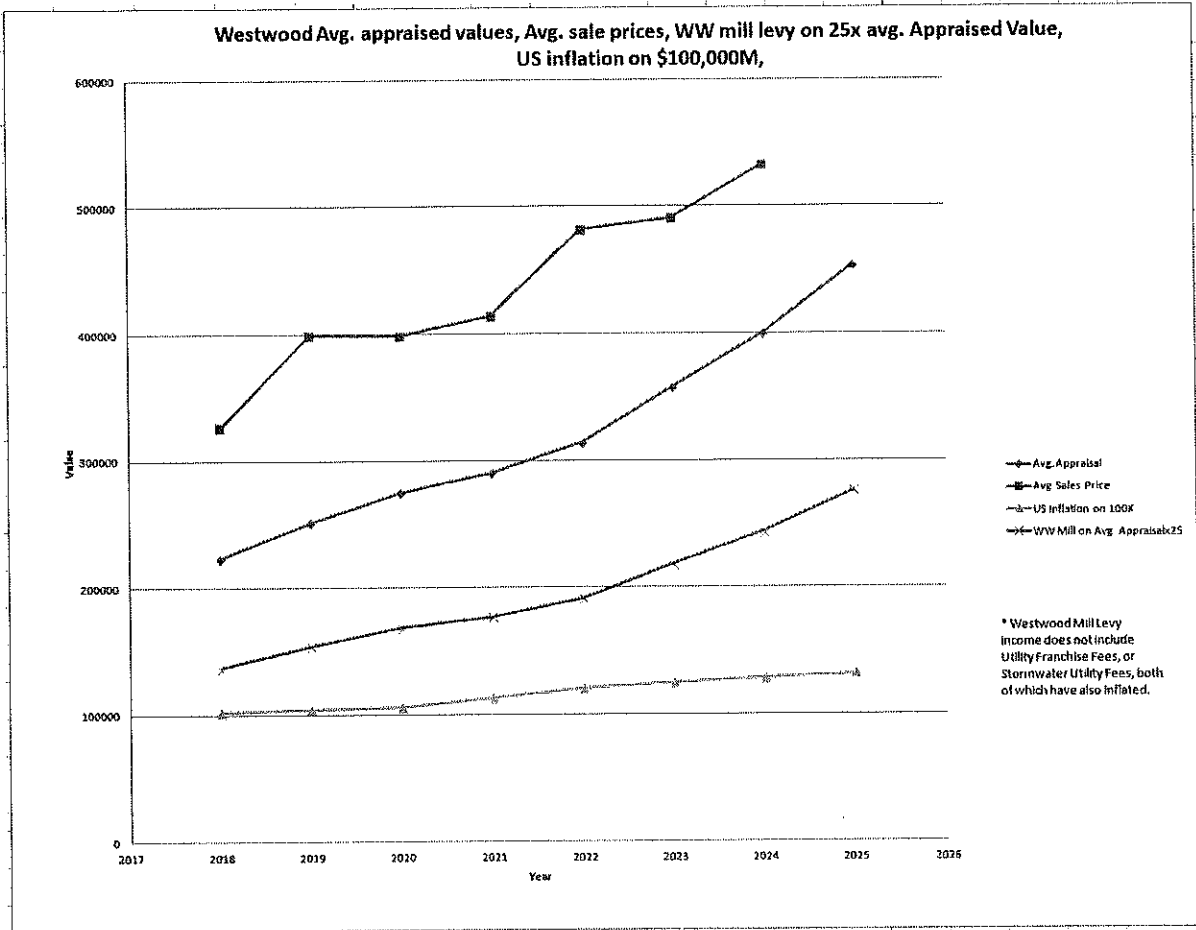
So the question becomes-where are our Westwood taxes going and how well are expenditures meeting the community defined goals? Two of the most expensive items for a city are staff salary and benefits

and maintenance of infrastructure. Planned maintenance is pennies on the hundreds if not thousands of dollars cheaper than waiting for a building or a street to collapse and having to rebuild. If there isn't a line in the budget, there should be one for planned maintenance (e.g. crack seal or chip seal) of 47<sup>th</sup> street, Belinder and 49<sup>th</sup> Terrace.

The Belinder and Mission Road projects underscore the importance of listening to the experts. In this case the need for white lines that the public was told were calming lines. When asked, the engineer for these projects informed the public that given the speed limits in our city, there is no demonstrated benefit for calming lines. He was asked if the city could use edge lines and his response was "You can but you do not need them because the streets are curbed." Belinder now has very expensive and unnecessary white lines that have created confusion and real public safety concerns for pedestrians, cyclists, and drivers. Cyclists attempting to ride legally and on the left side of the white lines now have less street and those thinking it is a bike lane are shoved into a narrow and uneven space. There are similar and even more expensive issues with the Mission Road project. I believe it is unfair to our staff to require unnecessary, costly and less safe features on our streets. Public safety/cost/and community preferences are all parameters of a healthy community and should be the major not the minor factors driving decisions.

Lastly, it should be no surprise that parks, green space, and trees are major contributors to a healthy community. Whether by survey or vote, Westwood wants more green space. It doesn't look good that the governing body told the community it could only have or afford a park if the people voted for a multistory office building. Or the proposed 30-40% increase in Westwood taxes is the result of the community voting to save the park. So why is there a need to increase taxes? Is there a plan to increase or save public green space and trees? ~~Even though there was a least one developer who proposed singled family homes and saving trees on the SMSD property, they were not selected. Will the public or the council ever be informed about why a proposal with single family homes and trees was turned down by the committee in favor of dense housing, no trees and no public green space?~~ And what about the 5050 Rainbow green space that has and continues to be used as a park? When will the public be informed and given an opportunity to learn about why the mayor and council member Harris turned down a \$500,000 donation, the equivalent of 10 mils, to pay off and refurbish the park? When asked to place the proposal on the agenda for the public to hear, the Mayor and Harris refused. Councilmember Harris said he was sure there would be five "no" votes on the part of the council to accepting a \$500,000 park donation. In a healthy community paradigm the community and the council members would be informed of such an opportunity and given the opportunity to explain how their vote represents the interests of the community.

For the sake of all involved, I ask that this council and staff move from a business model to one that supports a healthy community.



I am Stephen Platt and live at 4910 Glendale Rd in Westwood Hills. As a neighbor the quality of Westwood affects me, and my comments reflect those of others and are not lone opinions. When the city doesn't like the answer, you keep changing and asking the question. The city has already indicated their preference; the council ignores the community's desires and continues to push for an alternative program.

Previous hearings during city planning and surveys have overwhelmingly indicated that Westwood is a community of single-family residents.

Yet the city council continues to push for more mixed use, commercial property and higher density housing as stated in the strategic planning resolution from December 2024.

The rejection of the sale of the park should have indicated to the members that the residents are not in favor of an office/commercial or mixed-use development. Additionally, the residents do not want to issue debt for the city to use on a spending spree.

Green space, tree canopy, single family residential housing. That is a theme in the previous master plans, meetings, and conversations. Please listen.

The survey monkey questionnaire is a sham. It will be spun and manipulated. Participation is not guaranteed to be balanced, there are no preference rankings, and the survey tips the city's hand and assumes it is okay to echo the RFP statement that the city is "amenable to a rezoning request".

The city is setting themselves up again with a carefully structured misleading survey intended to support a position other than the current zoning. Remember the City Facility Assessment study was used as justification to promote selling off land for commercial development. It is motivated by greed. Extracting more revenue from developers and granting TIFs do not guide the city to a better quality of life in the community. Confirming the goal of the RFP, nothing is more stable than tax revenue from single family homes. The city should not pretend to be in the real estate or development business.

The surveys answers recommended are 1) Suitable for the site? Parks, trails or open green space – do not select any other that apply as the results will be misinterpreted. 2) Developer partner values? Other – no rezoning maintain R-1. 3) Housing? Other – no rezoning. Want a bigger park. Questions 4 and 5 are only there to continue to beat down the alternative ideas that are being ignored.

A supplemental survey is being considered that states 5050 Rainbow should be dedicated as an extension of Joe D Dennis Park.

Do not except the false premise of the latest survey and listen to the electorate and your neighbors.

**City of Westwood, Kansas  
Appropriation Ordinance No. 778**

**AN ORDINANCE APPROPRIATING CITY EXPENDITURES FOR THE PERIOD OF AUGUST 1, 2025 - AUGUST 31, 2025 AND SUMMARIZING SAID EXPENDITURE HEREIN.**

	General Month Ending 8/31/2025	Capital Improvements Month Ending 8/31/2025	Equipment Reserve Month Ending 8/31/2025	Stormwater Month Ending 8/31/2025	Special Highway Month Ending 8/31/2025	Woodside TIF/CID Month Ending 8/31/2025	Debt Service Month Ending 8/31/2025	Total All Funds Month Ending 8/31/2025
<b>Expenditures</b>								
Salary & Benefits	155,588.61	0.00	0.00	0.00	0.00	0.00	0.00	155,588.61
Employee Expenses	3,492.75	0.00	0.00	0.00	0.00	0.00	0.00	3,492.75
Professional Fees	11,885.73	1,400.00	0.00	0.00	0.00	13,699.00	0.00	26,984.73
General Operating Expenses	7,705.22	0.00	0.00	0.00	0.00	0.00	0.00	7,705.22
Utilities	24,011.50	0.00	0.00	0.00	0.00	0.00	0.00	24,011.50
Equipment and Maintenance	15,241.26	0.00	0.00	0.00	0.00	0.00	0.00	15,241.26
Street and Stormwater	0.00	0.00	0.00	58.16	0.00	0.00	0.00	58.16
Park and Events	3,932.22	0.00	0.00	0.00	0.00	0.00	0.00	3,932.22
Miscellaneous	0.00	0.00	0.00	0.00	0.00	22,368.23	0.00	22,368.23
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>221,857.29</b>	<b>1,400.00</b>	<b>0.00</b>	<b>58.16</b>	<b>0.00</b>	<b>36,067.23</b>	<b>0.00</b>	<b>259,382.68</b>

**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 11th day of September, 2025.**

\_\_\_\_\_  
**MAYOR**

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



**City Administrator's Report**  
**September 2025**

To: Mayor and City Council  
From: Leslie Herring, City Administrator  
Date: September 11, 2025  
RE: Update on some of the key areas of focus of the Administration Department

**Current Priorities**

2<sup>nd</sup> Quarter (April) 2025 through 3<sup>rd</sup> Quarter (September) 2025

1. Annual Financial Review and Planning
  - ✓ The 2024 fiscal year audit is underway and is expected to be completed and presented by the City's independent financial auditor at the June 2025 regular City Council meeting.
  - ✓ The 2025 budget review and 2026 budget planning process are under way. Throughout the summer, budget presentations have focused on:
    - Creation of a comprehensive Capital Improvement Plan (CIP) funding recommendation
    - Integration of the 2024 community priorities survey findings and recommendations
  - ✓ The Revenue Neutral Rate and Budget Hearing are both scheduled for September 11, 2025.
  
2. Study and Test Traffic Calming on Residential Streets
  - ✓ City staff collected data with the speed trailer on W. 49<sup>th</sup> Ter. and W. 47<sup>th</sup> Ter. in April and May and shared it with the State of Kansas's Local Field Liaison for the Kansas Local Technical Assistance Program (LTAP) to conduct a free Practical Road Safety Assessment (PRSA). The PRSA brings subject matter experts into local communities to work with local officials and stakeholders to evaluate existing conditions and to make recommendations for measures to mitigate local traffic concerns.
  - ✓ This priority has been established through Planning Commission study and consultation with the City Council. The approach is recommended by City staff.
  - ✓ The Local Field Liaison reviewed this summer and the site visit is scheduled for the afternoon of Monday, September 8<sup>th</sup>.
  - The assessment and recommendations will be developed this fall and presented when ready.
  
3. Explore Programs and Policies to Preserve and Enhance Tree Canopy
  - ✓ A small working group of Planning Commissioners and City Councilmembers resulted from the February joint work session between those two bodies. This working group will build on the research and groundwork laid by a Planning Commissioner-led effort to engage in policy work to preserve the City's tree canopy.

- ✓ Upon request from Councilmember Buckman, the Heartland Tree Alliance Program Manager presented their work and services at the May City Council meeting.
  - ✓ City staff invited the Kansas Forest Service to perform a tree inventory, which was conducted from May 28 – June 3<sup>rd</sup>.
  - ✓ In July, Kansas Forest Service staff prepared a report to present to the City Council. After debriefing with the small working group of Planning Commissioners, City Councilmembers, and City staff this week, the report will be presented at the September Planning Commission meeting.
  - Thereafter, recommendations are expected to be created in concert with this small working group and will be developed with Westwood-specific goals in mind and then presented to the Planning Commission and City Council upon completion in 2026.
4. Improve Process for Issuing Permits and Licenses
- ✓ Now that the City has a Codes Administrator back on staff, as part of Michael’s training staff is creating a number of process and permitting requirements checklists and FAQs to provide to permit applicants, with the aim of creating standard and clear requirements to provide for smooth and efficient permitting.
  - ✓ Now that the City has a part-time Administrative Assistant, as part of the onboarding staff will work to evaluate the process and forms for issuing City licenses.
  - ✓ Work is ongoing between the Codes Administrator and part-time Administrative Assistant working with GovBuilt and one another to improve and streamline permitting and licensing processes.
5. Support Planning Commission’s Review of Zoning Regulations
- ✓ Following several recent cases for waivers and exceptions from the zoning ordinance for the construction of new houses, the Planning Commission called for a discussion to develop recommendations to review the zoning regulations and determine what, if any text amendments should be considered to improve and update the City’s regulations.
  - ✓ The Planning Commission received a staff report at their August regular meeting of the identified City Code provisions that have drawn the eye of the Planning Commission over the past year. At their September meeting, they reviewed draft text amendment language.
  - ✓ A small working group of Planning Commissioners, a City Councilmember, and City staff have worked to evaluate conflicts within the regulations as well as to evaluate provisions that are unclear or not reflective of modern trends in building permit applications.
  - Following a hosting a focus group with builders, refined recommendations will be presented to the Planning Commission at their October regular meeting, with a goal of setting a public hearing at their November regular meeting.
6. Create and Deploy Communications Content Calendar
- ✓ Following the adoption of the 2024 Governing Body Strategic Plan and the Communications Strategic Plan, staff is creating a content calendar for use in planning

messaging to the community through The Buzz, quarterly mailed newsletter, City website, and social media.

- ✓ This work was completed in August, and is now being implemented in city-wide communications.

### Lingering Priorities

#### A. Implement Rainbow Blvd. Complete Streets Plan

- KDOT and KUHS are working together and with the UG of Wyandotte County-Kansas City, KS to reconcile engineering reports and recommendations and to determine the optimal geometric redesign on the Wyandotte County side of the project area, which will then inform connecting to the Johnson County (Westwood) side of the project area.
- The stakeholder group – working together since January 2022 – is considering KUHS’s stated preference to demonstrate the lane reconfiguration – from four to three lanes – on the Johnson County side of the County Line, as a preferred early phase in implementing the recommendations from the 2024 study. Monthly status meetings between Westwood, KDOT, KUHS, and The UG have been taking place since November 2024 and are ongoing.

#### B. Select Prime Development Partner for 4700 Rainbow Blvd.

- Staff conducted a work session with the Governing Body at the May 2024 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 issued in July 2024.
- The RFQ Review Committee interviewed four teams in September 2024 and invited all to move forward to the RFP phase of the selection process. RFP responses were received in October 2024 and team interviews were conducted the first week of November.
- In Winter 2025, City staff, Councilmember Hannaman, and City Attorney Denk negotiated with the two highest ranking of the four development teams. KU Health Systems continues to work through its process to consider the terms of agreeing to disposition of their real property. Once the City, Westwood Foundation, and KU Health Systems are aligned on a final recommendation, a public presentation and formal recommendation to the City Council will be scheduled.

### Building Permits

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

#### Residential New Construction:

- 2710 W. 49<sup>th</sup> St. – New single-family detached house
- 4940 Belinder Ave. – New single-family detached house
- 2900 W. 51<sup>st</sup> St. – New Accessory Dwelling Unit (above detached garage)

#### Residential Addition:

- 2501 W. 49<sup>th</sup> Ter. – Expansion of all rooms on rear wall of house

WESTWOOD  
COURT SUMMARY  
AUGUST, 2025

COURT DATE	ARRAIGNMENTS	TRIALS	FINES	LETTERS	WARRANTS
August 08, 2025	42	10	\$ 4,015.00	16	18
August 22, 2025	51	13	\$ 4,715.00	21	29
<b>TOTALS</b>					
August, 2025	93	23	\$ 8,730.00	37	47
August, 2024	49	16	\$ 8,195.00	13	16
			<b>TOTAL (8,730.00) less</b>		
			* Kansas DL fees:	\$ 0.00	
			* Judges Training Fund:	\$11.00	
			* LET Training Fund:	\$247.50	
			* Seat Belt Fund:	\$60.00	
<b>August, 2025 TOTAL:</b>				<b>\$8,411.50</b>	

<b>Y.T.D. TOTALS 2025</b>		<b>Y.T.D. TOTALS 2024</b>	
ARRAIGNMENTS:	699	ARRAIGNMENTS:	608
TRIALS	128	TRIALS:	101
LETTERS:	288	LETTERS:	212
WARRANTS:	228	WARRANTS:	195
FINES:	\$80,624.00	FINES:	\$70,355.00
KS DL FEES:	\$487.00	KS DL FEES:	\$244.00
JUDGES FUND:	\$192.00	JUDGES FUND:	\$209.50
L.E.T.FUND:	\$4,347.50	L.E.T FUND:	\$4,650.00
COMM CORRECTIONS:	\$250.00	COMM CORRECTIONS:	\$0.00
SEAT BELT FUND:	\$880.00	SEAT BELT FUND:	\$1020.00

## Westwood Public Works Monthly Report

**TO: GOVERNING BODY**  
**FROM: JOHN SULLIVAN, DIRECTOR OF PUBLIC WORKS**  
**RE: MONTHLY REPORT, AUGUST 2025**  
**DATE: SEPTEMBER 9, 2025**

Some of the activities for Public Works in August 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. We emptied and serviced the pet waste dispensers throughout the city, 9 in all.
4. Perform a weekly inspection of the traffic control signs throughout the city; replace poles and signs as required.
5. I prepared the Purchase Orders and documentation for those purchases.
6. 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.
7. I represented the city at various meetings to include:  
NPDES Phase II Sub-committee – virtual – 1.5 hr.
8. 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.
9. We performed routine maintenance on the Public Works vehicles and equipment to include fluid services, cleaning, and general repairs.
10. Routine maintenance of the Public Works Facility to include the air handling equipment, plumbing, electrical, and cleaning.
11. Performed various clerical duties for the Public Works Department's daily functions.
12. I attended Public Works, City Council and Staff and Committee meetings as required.
13. Observed activities associated with ROW Permits.
14. We marked streetlight and traffic signal utilities when requested by the One-Call System.
15. We performed monthly safety checks at all City properties as well as monthly fire extinguisher inspections.
16. Alex attends monthly Safety Committee Meetings.
17. We repaired potholes.
18. We mowed and trimmed various City Properties.
19. We cleaned the City Hall roof drains.
20. We irrigated flowers at City Hall and the areas that have been landscaped by the Women's Club as needed.
21. We trimmed tree limbs from in front of traffic control signs and over sidewalks.

22. We sprayed vegetation non-selective herbicide on various streets and public grounds.
23. We installed new street signs in Westwood Hills.
24. Repaired the School Crosswalk Sign at W. 49<sup>th</sup> Terrace and Belinder Ave.
25. We installed some street signs and poles at various locations.
26. We cleaned the graffiti from bus stop shelter.
27. We watered the tree bags, various locations.
28. We picked up tree limbs from the storm throughout the City, chipped and hauled away.

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

**Westwood Public  
Works**

To: Governing Body  
From: John Sullivan, Director of Public Works  
Date: September 9, 2025  
Re: Monthly Status Report

---

- CCLIP funding: The project is progressing. Plans resubmitted to KDOT.
- Storm Debris Removal: I am working to receive an additional 15% from KDEM. We had the final closeout with FEMA.
- Mission Road Project, 2025: The project is paved, and the manhole block outs have been concreted. We are anticipating the striping to be done this week and the street signs installed in various locations.
- W. 47<sup>th</sup> Place Complete Street Project: The utilities have been provided with a very preliminary plan for this project. Indications are they will be replacing various mains and valves. We are continuing to work through design.
- W. 50<sup>th</sup> Street, Belinder Ave. to Mission Rd. & W. 51<sup>st</sup> Street Belinder Ave. to Mission Rd.: The design contracts for these two projects are to be considered at the 9-11-2025 meeting.
- Storm Cleanup: We did a curbside brush pickup that amounted to approximately 75 cu.yds. of chipped brush and disposed of it.

# Westwood Police Department Westwood City Council Report



8/1/2025

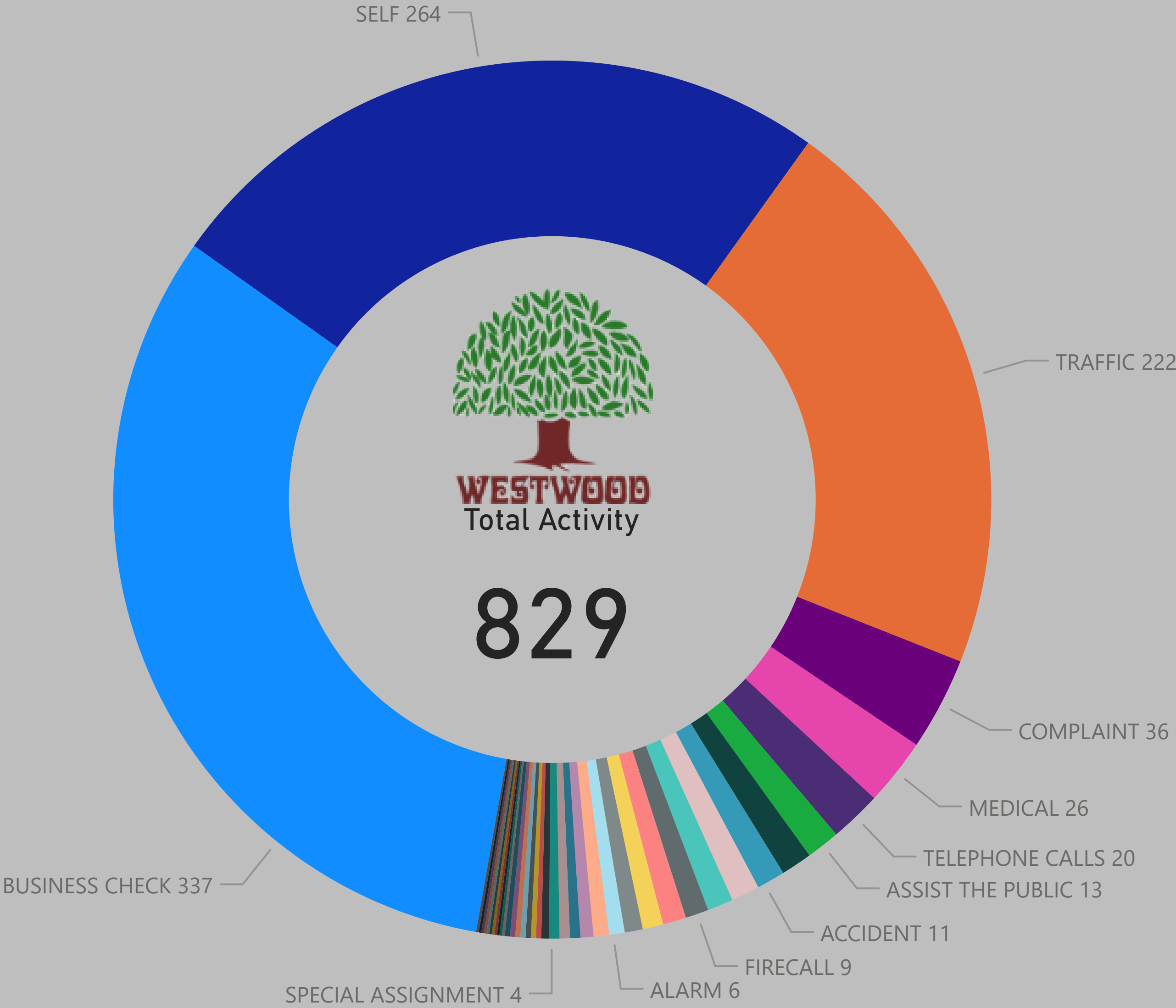


8/31/2025



# Westwood Police Department City Council Report

8/1/2025  8/31/2025 

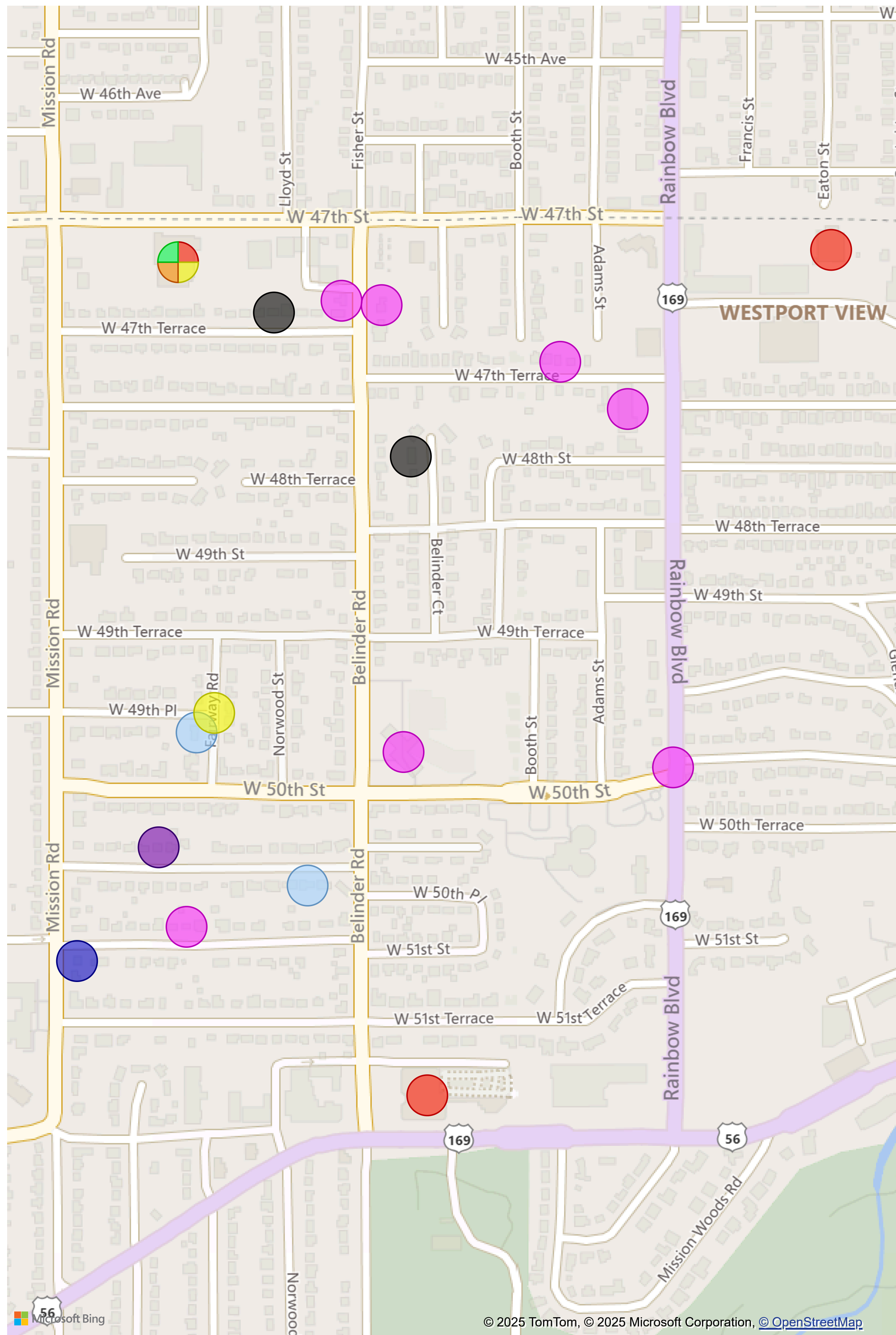


# Westwood Police Department Westwood City Council Report

8/1/2025



8/31/2025



# Westwood Police Department Westwood City Council Report

8/1/2025



8/31/2025



Case Number	Report Type	Summary
20250273	Warrant	Warrant for FTA was served to the offender that was stopped by KU Medical Police on a traffic stop
20250274	Theft	Reporting officer responded to Walmart for a theft. The suspect was located and issued a notice to appear citation. All items were accounted for and returned to Walmart.
20250276	Accident-Injury	V2 was eastbound W 47th St, stopped at bus stop picking up and dropping off passengers when it was struck from behind by V1.
20250281	Warrant	Reporting officer served a Westwood Warrant to an individual in Lenexa PD's custody. The individual was transported to Olathe ADC.
20250292	Burglary	Officer responded to an assist the public. After talking to the reporting party it was determined that a residential burglary had occurred across the street earlier in the morning.
20250293	Burglary	Officer responded to a suspicious activity call that after investigation turned into an Agg Burglary call. Reporting party stated they thought they heard someone in the house and later found an item from the coffee table was located outside the open back door of residence.
20250298	Drugs/Narcotics	Reporting officer conducted traffic on a vehicle with inoperable license plate lights. Marijuana was found in the vehicle. Citation was given.
20250299	Auto Theft	Reporting officer responded to an auto theft that occurred overnight. There is no suspect information.
20250300	Accident-Non Injury	V1 was traveling eastbound on 47th St when it struck the center median.
20250302	Warrant	Reporting officer responded to the station to confirm a Westwood warrant. The warrant was confirmed and faxed to Olathe ADC.
20250303	Warrant	Officer responded to the station for warrant confirmation. Subject was in custody at Olathe ADC and showed to have two warrants out of Westwood. Officer faxed warrants to Olathe ADC.
20250304	Accident-Non Injury	V2 was traveling south on Belinder crossing the intersection of 48th Terrace when V1 drove into the intersection and struck V2

# Westwood Police Department Westwood City Council Report

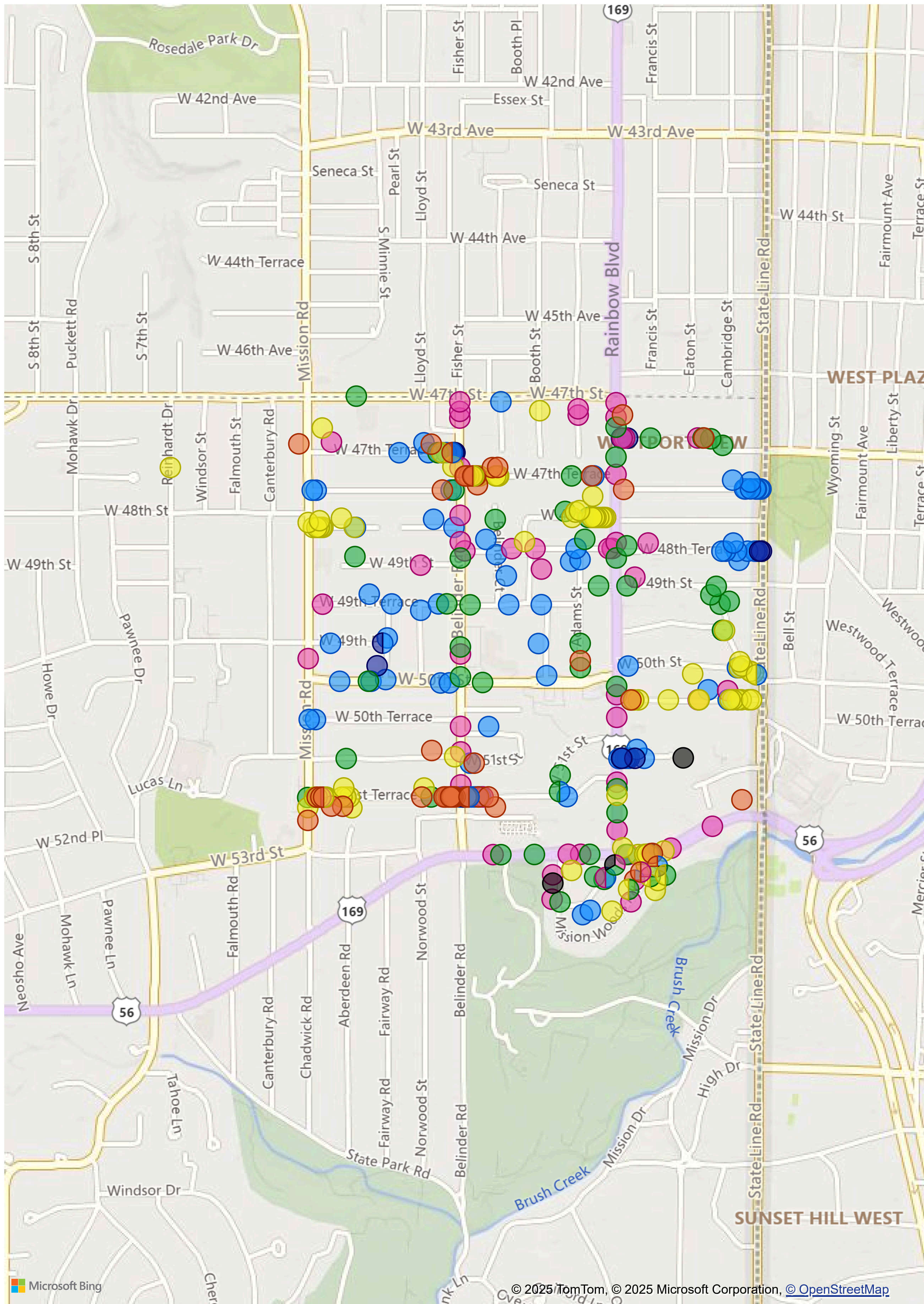
8/1/2025



8/31/2025



## Area Checks by Officer



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

# 424

**City of Westwood  
Treasurer's Report  
August 31, 2025**

1. Balance Sheet by Fund – shows overall ending cash balances for the City by Fund.
  - a. Ending unencumbered cash through 8/31/2025 was \$5,175,084. The 8/31/24 cash balance was \$4,353,868. This is an increase in cash of \$821,216.
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 \$198,023. Total revenue received through August 31, 2025, was \$2,656,184. The prior year revenue to date was \$2,804,227. Current year to date revenue is less than the prior year revenue by \$148,043.
    - i. The decrease is due to \$345,242 in the City's share of sales tax IRB savings from the Woodside South Club update being received in August 2024. This was a one time revenue. This amount is partially offset by increased tax receipts of \$94,164, increased building permits of \$23,783, and increased intergovernmental receipts of \$26,324 in the current year.
  - b. The August expenditures totaled \$221,857. The year-to-date expenditures are \$2,078,763, compared to \$2,620,965 last year. There were \$670,242 in interfund transfers through August, 2024, with no transfers to date in 2025. Therefore, overall expenditures have increased by \$128,039 compared to year to date in August 2024.
    - i. The majority of the increase in expenditures is due to higher salary and benefits. Public Works is \$63,933 higher and Police is \$39,735 higher than one year ago. Public Works equipment and maintenance purchases are \$20,773 more than last year.
  - c. Net Receipts Over Expenditures are \$577,421 year to date. The prior year was \$183,262. This is an increase in revenue over expenditures through August 2025 of \$394,159. However, as noted above the expenditures through August 2024 included a transfer of \$670,242.
4. Statement of Operations - Other Funds
  - a. The Capital Improvement fund collected sales tax of \$33,101 in August.
  - b. The Special Highway Fund received \$12,114 in August.
  - c. The UMB CID payment was \$22,368 and the fund paid out \$13,699 in professional fees.

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 August 31, 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

September 4, 2025



**City of Westwood, Kansas**  
**Statement of Assets, Liabilities and Fund Balance by Fund - Regulatory Basis**  
 As of August 31, 2025

	<b>General Fund</b>	<b>Capital Improvements Fund</b>	<b>Equipment Reserve Fund</b>	<b>Stormwater Fund</b>	<b>Special Highway Fund</b>	<b>Woodside TIF/CID Fund</b>	<b>Debt Service Fund</b>	<b>All Funds</b>
	<b>08/31/2025</b>	<b>08/31/2025</b>	<b>08/31/2025</b>	<b>08/31/2025</b>	<b>08/31/2025</b>	<b>08/31/2025</b>	<b>08/31/2025</b>	<b>08/31/2025</b>
<b>Assets</b>								
Current Assets								
Cash In Bank	661,265.35	172,102.40	68,891.04	200,843.69	275,704.02	25,020.64	138,012.75	1,541,839.89
Cash In Bank - Bond Fund	38,545.54	0.00	0.00	0.00	0.00	0.00	0.00	38,545.54
Cash In Bank - Woodside Village Acct	9.70	0.00	0.00	0.00	0.00	0.00	0.00	9.70
Petty Cash	339.00	0.00	0.00	0.00	0.00	0.00	0.00	339.00
Cash Charles Schwab 2843	265,098.37	0.00	0.00	0.00	0.00	0.00	0.00	265,098.37
Cash Charles Schwab 3099	47,609.32	218,940.28	42,180.20	57,058.11	0.00	156,244.22	0.00	522,032.13
Investment Charles Schwab 2843	776,215.44	0.00	0.00	0.00	0.00	0.00	0.00	776,215.44
Investment Charles Schwab 3099	185,736.14	851,685.95	164,620.58	221,429.44	0.00	607,531.51	0.00	2,031,003.62
<b>Total Current Assets</b>	<b>1,974,818.86</b>	<b>1,242,728.63</b>	<b>275,691.82</b>	<b>479,331.24</b>	<b>275,704.02</b>	<b>788,796.37</b>	<b>138,012.75</b>	<b>5,175,083.69</b>
<b>Total Assets</b>	<b>\$ 1,974,818.86</b>	<b>\$ 1,242,728.63</b>	<b>\$ 275,691.82</b>	<b>\$ 479,331.24</b>	<b>\$ 275,704.02</b>	<b>\$ 788,796.37</b>	<b>\$ 138,012.75</b>	<b>\$ 5,175,083.69</b>
<b>Liabilities and Fund Balance</b>								
Current Liabilities								
Woodside Village Deposits	9.19	0.00	0.00	0.00	0.00	0.00	0.00	9.19
Refundable Bond Deposits	37,289.99	0.00	0.00	0.00	0.00	0.00	0.00	37,289.99
<b>Total Current Liabilities</b>	<b>37,299.18</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>37,299.18</b>
<b>Total Liabilities</b>	<b>37,299.18</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>37,299.18</b>
Fund Balance								
Fund Balance	1,360,098.26	973,938.59	332,209.23	252,304.48	230,636.08	802,800.44	170,739.39	4,122,726.47
Fund Balance - Current Year	577,421.42	268,790.04	(56,517.41)	227,026.76	45,067.94	(14,004.07)	(32,726.64)	1,015,058.04
<b>Total Fund Balance</b>	<b>1,937,519.68</b>	<b>1,242,728.63</b>	<b>275,691.82</b>	<b>479,331.24</b>	<b>275,704.02</b>	<b>788,796.37</b>	<b>138,012.75</b>	<b>5,137,784.51</b>
<b>Total Liabilities and Fund Balance</b>	<b>\$ 1,974,818.86</b>	<b>\$ 1,242,728.63</b>	<b>\$ 275,691.82</b>	<b>\$ 479,331.24</b>	<b>\$ 275,704.02</b>	<b>\$ 788,796.37</b>	<b>\$ 138,012.75</b>	<b>\$ 5,175,083.69</b>

See accountants' compilation report.



## City of Westwood, Kansas

### Statement of Cash Flow - Regulatory Basis

For the One Month Ended August 31, 2025

	General Fund Month Ending 08/31/2025	Capital Improvements Fund Month Ending 08/31/2025	Equipment Reserve Fund Month Ending 08/31/2025	Stormwater Fund Month Ending 08/31/2025	Special Highway Fund Month Ending 08/31/2025	Woodside TIF/CID Fund Month Ending 08/31/2025	Debt Service Fund Month Ending 08/31/2025	All Funds Month Ending 08/31/2025
<b>Unencumbered Cash, Beginning Period</b>	2,000,832.86	1,206,234.22	274,768.43	478,140.31	263,589.91	821,443.18	138,012.75	5,183,021.66
<b>Receipts</b>								
Taxes	99,108.84	33,101.47	0.00	0.00	0.00	0.00	0.00	132,210.31
Fees and Licenses	35,599.56	0.00	0.00	0.00	0.00	0.00	0.00	35,599.56
Building Permits	11,067.75	0.00	0.00	0.00	0.00	0.00	0.00	11,067.75
Intergovernmental	28,557.07	0.00	0.00	0.00	0.00	0.00	0.00	28,557.07
Restricted Fees	0.00	0.00	0.00	0.00	12,114.11	0.00	0.00	12,114.11
Fines	8,420.00	0.00	0.00	0.00	0.00	0.00	0.00	8,420.00
Reimbursements	3,809.45	0.00	0.00	0.00	0.00	0.00	0.00	3,809.45
Interest Earnings	6,186.67	4,792.94	923.39	1,249.09	0.00	3,420.42	0.00	16,572.51
Miscellaneous	5,273.95	0.00	0.00	0.00	0.00	0.00	0.00	5,273.95
<b>Total Receipts</b>	<b>198,023.29</b>	<b>37,894.41</b>	<b>923.39</b>	<b>1,249.09</b>	<b>12,114.11</b>	<b>3,420.42</b>	<b>0.00</b>	<b>253,624.71</b>
<b>Expenditures</b>								
Salary & Benefits	155,588.61	0.00	0.00	0.00	0.00	0.00	0.00	155,588.61
Employee Expenses	3,492.75	0.00	0.00	0.00	0.00	0.00	0.00	3,492.75
Professional Fees	11,885.73	1,400.00	0.00	0.00	0.00	13,699.00	0.00	26,984.73
General Operating Expenses	7,705.22	0.00	0.00	0.00	0.00	0.00	0.00	7,705.22
Utilities	24,011.50	0.00	0.00	0.00	0.00	0.00	0.00	24,011.50
Equipment and Maintenance	15,241.26	0.00	0.00	0.00	0.00	0.00	0.00	15,241.26
Street and Stormwater	0.00	0.00	0.00	58.16	0.00	0.00	0.00	58.16
Park and Events	3,932.22	0.00	0.00	0.00	0.00	0.00	0.00	3,932.22
Miscellaneous	0.00	0.00	0.00	0.00	0.00	22,368.23	0.00	22,368.23
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>221,857.29</b>	<b>1,400.00</b>	<b>0.00</b>	<b>58.16</b>	<b>0.00</b>	<b>36,067.23</b>	<b>0.00</b>	<b>259,382.68</b>
<b>Adjustments</b>								
Increase / (Decrease) in Refundable Bond Deposits	(2,180.00)	0.00	0.00	0.00	0.00	0.00	0.00	(2,180.00)
<b>Total Adjustments</b>	<b>(2,180.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(2,180.00)</b>
<b>Ending Cash</b>	<b>\$ 1,974,818.86</b>	<b>\$ 1,242,728.63</b>	<b>\$ 275,691.82</b>	<b>\$ 479,331.24</b>	<b>\$ 275,704.02</b>	<b>\$ 788,796.37</b>	<b>\$ 138,012.75</b>	<b>\$ 5,175,083.69</b>

**CITY OF WESTWOOD, KANSAS**

Supplementary Information



**City of Westwood, Kansas**  
**Schedule of Receipts and Expenditures - Regulatory Basis**  
 General Fund  
 For The One and Eight Months Ended August 31, 2025 and August 31, 2024

	Month Ending 08/31/2025	Year To Date 08/31/2025	Year To Date 08/31/2024	Year Ending 12/31/2025	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
<b>Receipts</b>					
Taxes	\$ 99,108.84	\$ 1,837,194.29	\$ 1,743,030.20	\$ 2,235,147.00	\$ (397,952.71)
Fees and Licenses	35,599.56	320,821.42	306,685.69	444,124.00	(123,302.58)
Building Permits	11,067.75	70,795.18	47,012.36	85,000.00	(14,204.82)
Intergovernmental	28,557.07	242,324.92	216,000.58	372,500.00	(130,175.08)
Restricted Fees	0.00	0.00	345,242.10	0.00	0.00
Fines	8,420.00	78,835.50	71,102.00	100,000.00	(21,164.50)
Reimbursements	3,809.45	34,568.87	4,789.47	0.00	34,568.87
Interest Earnings	6,186.67	46,364.05	34,426.92	50,000.00	(3,635.95)
Miscellaneous	5,273.95	25,279.73	33,999.68	5,250.00	20,029.73
Interfund Transfers	0.00	0.00	1,938.05	0.00	0.00
<b>Total Receipts</b>	<b>198,023.29</b>	<b>2,656,183.96</b>	<b>2,804,227.05</b>	<b>3,292,021.00</b>	<b>(635,837.04)</b>
<b>Expenditures</b>					
<b>General Overhead</b>					
Salary & Benefits	2,664.20	25,738.60	24,073.95	50,400.00	(24,661.40)
Employee Expenses	275.00	4,490.16	3,824.33	14,000.00	(9,509.84)
Professional Fees	9,203.73	172,302.67	216,352.10	270,750.00	(98,447.33)
General Operating Expenses	937.67	36,172.87	46,631.78	1,145,350.00	(1,109,177.13)
Utilities	20,436.57	159,152.14	148,079.60	289,753.00	(130,600.86)
Equipment and Maintenance	405.00	405.00	0.00	0.00	405.00
Street and Stormwater	0.00	(78.52)	0.00	0.00	(78.52)
Park and Events	148.88	10,211.69	6,051.94	14,500.00	(4,288.31)
Miscellaneous	0.00	57,624.72	50,346.24	50,000.00	7,624.72
Intergovernmental	0.00	0.00	0.00	20,000.00	(20,000.00)
Interfund Transfers	0.00	0.00	395,242.10	383,487.00	(383,487.00)
<b>Total General Overhead</b>	<b>34,071.05</b>	<b>466,019.33</b>	<b>890,602.04</b>	<b>2,238,240.00</b>	<b>(1,772,220.67)</b>
<b>Administrative</b>					
Salary & Benefits	41,135.93	319,698.62	303,942.93	509,068.00	(189,369.38)
Employee Expenses	1,627.75	7,907.61	10,283.06	21,000.00	(13,092.39)
Professional Fees	2,682.00	48,107.24	30,468.22	50,000.00	(1,892.76)
General Operating Expenses	217.70	2,819.56	1,033.36	2,500.00	319.56
Interfund Transfers	0.00	0.00	5,000.00	5,000.00	(5,000.00)
<b>Total Administrative</b>	<b>45,663.38</b>	<b>378,533.03</b>	<b>350,727.57</b>	<b>587,568.00</b>	<b>(209,034.97)</b>
<b>Public Works</b>					
Salary & Benefits	37,411.74	346,972.12	283,039.61	490,793.00	(143,820.88)
Employee Expenses	293.95	3,941.67	6,034.58	8,200.00	(4,258.33)
Professional Fees	0.00	0.00	1,030.00	17,000.00	(17,000.00)
General Operating Expenses	2,401.10	10,263.62	12,615.72	27,550.00	(17,286.38)
Utilities	(589.50)	6,743.94	5,894.40	19,580.00	(12,836.06)
Equipment and Maintenance	11,035.10	53,560.28	32,787.24	60,500.00	(6,939.72)
Interfund Transfers	0.00	0.00	200,000.00	30,000.00	(30,000.00)
<b>Total Public Works</b>	<b>50,552.39</b>	<b>421,481.63</b>	<b>541,401.55</b>	<b>653,623.00</b>	<b>(232,141.37)</b>
<b>Police</b>					

See accountants' compilation report.

Created on 09/04/2025



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

General Fund

For The One and Eight Months Ended August 31, 2025 and August 31, 2024

	Month Ending 08/31/2025	Year To Date 08/31/2025	Year To Date 08/31/2024	Year Ending 12/31/2025	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
Salary & Benefits	75,248.50	696,258.73	656,523.62	1,034,175.00	(337,916.27)
Employee Expenses	1,296.05	13,166.46	11,100.30	28,000.00	(14,833.54)
Professional Fees	0.00	15,326.90	8,906.23	51,900.00	(36,573.10)
General Operating Expenses	4,148.75	51,144.16	42,176.48	72,100.00	(20,955.84)
Utilities	265.66	2,055.94	2,068.04	4,500.00	(2,444.06)
Equipment and Maintenance	2,637.53	10,430.55	10,508.58	12,000.00	(1,569.45)
Park and Events	0.00	1,100.00	1,229.46	1,500.00	(400.00)
Interfund Transfers	0.00	0.00	70,000.00	30,000.00	(30,000.00)
<b>Total Police</b>	<b>83,596.49</b>	<b>789,482.74</b>	<b>802,512.71</b>	<b>1,234,175.00</b>	<b>(444,692.26)</b>
<b>Parks &amp; Rec</b>					
General Operating Expenses	0.00	0.00	1,141.46	3,000.00	(3,000.00)
Utilities	3,898.77	15,507.58	13,265.92	30,000.00	(14,492.42)
Equipment and Maintenance	1,163.63	4,233.25	2,258.28	10,000.00	(5,766.75)
Park and Events	3,783.34	6,499.06	19,055.77	15,750.00	(9,250.94)
<b>Total Parks &amp; Rec</b>	<b>8,845.74</b>	<b>26,239.89</b>	<b>35,721.43</b>	<b>58,750.00</b>	<b>(32,510.11)</b>
<b>Non-Departmental</b>					
Salary & Benefits	(871.76)	(2,994.08)	0.00	0.00	(2,994.08)
<b>Total Non-Departmental</b>	<b>(871.76)</b>	<b>(2,994.08)</b>	<b>0.00</b>	<b>0.00</b>	<b>(2,994.08)</b>
<b>Total Expenditures</b>	<b>221,857.29</b>	<b>2,078,762.54</b>	<b>2,620,965.30</b>	<b>4,772,356.00</b>	<b>(2,693,593.46)</b>
<b>Receipts Over (Under) Expenditures</b>	<b>\$ (23,834.00)</b>	<b>\$ 577,421.42</b>	<b>\$ 183,261.75</b>	<b>\$ (1,480,335.00)</b>	<b>\$ 2,057,756.42</b>

See accountants' compilation report.

Created on 09/04/2025



**City of Westwood, Kansas**  
**Schedule of Receipts and Expenditures - Regulatory Basis**  
 Other Funds  
 For The One Month Ended August 31, 2025

	Other Funds					
	Capital Improvements Fund	Equipment Reserve Fund	Stormwater Fund	Special Highway Fund	Woodside TIF/CID Fund	Debt Service Fund
	Month To Date 08/31/2025 Actual	Month To Date 08/31/2025 Actual	Month To Date 08/31/2025 Actual	Month To Date 08/31/2025 Actual	Month To Date 08/31/2025 Actual	Month To Date 08/31/2025 Actual
<b>Receipts</b>						
Taxes						
City Sales & Use Tax - Special	\$ 33,101.47	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Taxes	33,101.47	0.00	0.00	0.00	0.00	0.00
Restricted Fees						
Special Highway Fund Revenue	0.00	0.00	0.00	12,114.11	0.00	0.00
Interest Earnings	4,792.94	923.39	1,249.09	0.00	3,420.42	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	37,894.41	923.39	1,249.09	12,114.11	3,420.42	0.00
<b>Expenditures</b>						
Professional Fees	1,400.00	0.00	0.00	0.00	13,699.00	0.00
Street and Stormwater						
Stormwater Expense	0.00	0.00	58.16	0.00	0.00	0.00
Miscellaneous						
UMB CID Payment	0.00	0.00	0.00	0.00	22,368.23	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	1,400.00	0.00	58.16	0.00	36,067.23	0.00
<b>Receipts Over (Under) Expenditures</b>	<b>\$ 36,494.41</b>	<b>\$ 923.39</b>	<b>\$ 1,190.93</b>	<b>\$ 12,114.11</b>	<b>\$ (32,646.81)</b>	<b>\$ 0.00</b>

See accountants' compilation report.



**City of Westwood, Kansas**  
**Schedule of Receipts and Expenditures - Regulatory Basis**  
 Other Funds  
 For The Eight Months Ended August 31, 2025

	Other Funds					
	Capital Improvements Fund	Equipment Reserve Fund	Stormwater Fund	Special Highway Fund	Woodside TIF/CID Fund	Debt Service Fund
	Year To Date 08/31/2025 Actual	Year To Date 08/31/2025 Actual	Year To Date 08/31/2025 Actual	Year To Date 08/31/2025 Actual	Year To Date 08/31/2025 Actual	Year To Date 08/31/2025 Actual
<b>Receipts</b>						
Taxes						
Ad Valorem Tax	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 20,193.29
City Sales & Use Tax - Special	254,817.96	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Tax	0.00	0.00	0.00	0.00	0.00	723.83
Restricted Fees						
Stormwater Utility Fee	0.00	0.00	235,531.24	0.00	0.00	0.00
State Hwy Maintenance	0.00	0.00	0.00	11,074.35	0.00	0.00
Special Highway Fund Revenue	0.00	0.00	0.00	34,255.47	0.00	0.00
WV Ad Valorem Tax	0.00	0.00	0.00	0.00	517,311.61	0.00
WV CID-1	0.00	0.00	0.00	0.00	149,767.27	0.00
WV CID-2	0.00	0.00	0.00	0.00	81,179.44	0.00
Interest Earnings	15,372.08	5,049.40	2,611.85	0.00	10,272.97	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Receipts</b>	<b>270,190.04</b>	<b>5,049.40</b>	<b>238,143.09</b>	<b>45,329.82</b>	<b>758,531.29</b>	<b>20,917.12</b>
<b>Expenditures</b>						
Professional Fees	1,400.00	0.00	0.00	0.00	84,582.00	0.00
Equipment and Maintenance						
Machinery & Equipment Purchase	0.00	61,566.81	0.00	0.00	0.00	0.00
State Highway Maintenance	0.00	0.00	0.00	57.86	0.00	0.00
Special Highway Maintenance	0.00	0.00	0.00	204.02	0.00	0.00
Street and Stormwater						
Capital Improvement Expense	0.00	0.00	0.00	0.00	0.00	19,800.00
Stormwater Expense	0.00	0.00	11,116.33	0.00	0.00	0.00
Miscellaneous						
UMB TIF Payment	0.00	0.00	0.00	0.00	517,311.61	0.00
UMB CID Payment	0.00	0.00	0.00	0.00	170,641.75	0.00
Interest on GO Bond	0.00	0.00	0.00	0.00	0.00	33,843.76
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>1,400.00</b>	<b>61,566.81</b>	<b>11,116.33</b>	<b>261.88</b>	<b>772,535.36</b>	<b>53,643.76</b>
<b>Receipts Over (Under) Expenditures</b>	<b>\$ 268,790.04</b>	<b>\$ (56,517.41)</b>	<b>\$ 227,026.76</b>	<b>\$ 45,067.94</b>	<b>\$ (14,004.07)</b>	<b>\$ (32,726.64)</b>

See accountants' compilation report.



**City of Westwood, Kansas**  
Summary of Expenditures - Actual and Budget  
Regulatory Basis  
For The Eight Months Ended August 31, 2025

	<u>Certified Budget</u>	<u>Expenditures Chargeable to Current Year</u>	<u>Difference Over/(Under)</u>
<b>Expenditures</b>			
General Fund	\$ 4,772,356.00	\$ 2,078,762.54	\$ (2,693,593.46)
Capital Improvements Fund	\$ 723,382.00	\$ 1,400.00	\$ (721,982.00)
Equipment Reserve Fund	\$ 88,250.00	\$ 61,566.81	\$ (26,683.19)
Stormwater Fund	\$ 169,516.00	\$ 11,116.33	\$ (158,399.67)
Special Highway Fund	\$ 200,000.00	\$ 261.88	\$ (199,738.12)
Woodside TIF/CID Fund	\$ 768,677.00	\$ 772,535.36	\$ 3,858.36
Debt Service Fund	\$ 436,688.00	\$ 53,643.76	\$ (383,044.24)
<b>Total Expenditures</b>	<b>\$ 7,158,869.00</b>	<b>\$ 2,979,286.68</b>	<b>\$ (4,179,582.32)</b>

See accountants' compilation report.



# SUMMARY PORTFOLIO REPORT

## ENDING JULY 31, 2025

TOTAL INVESTMENTS	\$3,579,489	12-MONTH FORWARD INCOME PROJECTION	\$110,774
CHANGE FROM PRIOR	\$1,077,821 ↑	CHANGE FROM PRIOR	\$47,990 ↑
PORTFOLIO YIELD ON COST	4.28%	1-YEAR TREASURY YIELD	4.10% ↓
CHANGE FROM PRIOR	-0.59% ↓	2-YEAR TREASURY YIELD	3.94% ↑

Reporting Period	Market Value	Yield on Cost	Duration	12-Month Income Projection	FNBO Yield
As of July 31, 2025	\$ 3,579,489	4.28%	190 Days	\$ 110,774	1.11%
As of August 31, 2024	\$ 2,501,668	4.87%	266 Days	\$ 62,784	1.46%

## COUNCIL ACTION FORM

Meeting Date: September 11, 2025

Staff Contact: Leslie Herring

**Agenda Item:** Consider Assignment of Real Estate Purchase Agreement to Hunt Midwest [for 2511 W. 50th St. (former Westwood View Elementary School Site)]

### Background/Description of Item

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

In April 2025, an election was held on whether the City should sell the existing Joe Dennis Park on the corner of 50th & Rainbow Blvd. to enable redevelopment of the site and replacement of the park on the former Westwood View School site. The results were 48% in favor and 52% opposed to the sale of the park. The following week, the City's development partner - Karbank - terminated its purchase agreement with the City, which left the City with no way to fund the purchase of the school site under the current agreement between the City and the School District.

Under the current (fourth) amendment to the City's Real Estate Purchase Agreement with the School District, the City's due diligence period – the date by which the funds must be paid to the School District – expires October 31, 2025.

### Staff Comments/Recommendation

The events and activities that have taken place over the past five months are detailed here on the City's webpage: <https://www.westwoodks.org/projects-and-plans/page/former-westwood-view-elementary-school-site>. Upon City Council direction in May 2025, the City Administrator ran a Request for Proposals (RFP) process. Following the drafting of the RFP, creation of an RFP Review Committee, and issuance of the RFP, six team responded as interested in acquiring the site and redeveloping it for residential uses.

Staff reports detailing that process and results are available via the following links to recent public meeting packets:

[August 4, 2025 Planning Commission meeting](#) (RFP Review Committee recommendation)

[August 14, 2025 City Council meeting](#) ([Hunt Midwest presentation – linked here](#))

The Assignment Agreement in the meeting packet is presented for Council consideration. The City's requested assignment fee is subject to holding in an escrow fund, to be delivered to the City upon Hunt Midwest closing on the purchase of the property.

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

*Suggested Motion:*

*I move to approve the Assignment of Real Estate Purchase Agreement between the City of Westwood and Hunt Midwest.*

## ASSIGNMENT OF REAL ESTATE PURCHASE AGREEMENT

THIS ASSIGNMENT OF REAL ESTATE PURCHASE AGREEMENT (this "Assignment" or "Assignment Agreement"), is made effective as of the last date of signature indicated below (the "Effective Date"), by and among the **CITY OF WESTWOOD, KANSAS**, a political subdivision organized and existing under the laws of the State of Kansas with a notice address of 4700 Rainbow Boulevard, Westwood, KS 66205 ("Assignor"), and **HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.** organized and existing under the laws of the State of Missouri with a notice address of 1881 Main Street, Suite 200, Kansas City, Missouri 64108 ("Assignee") (Assignor and Assignee may be collectively referred to as the "Parties").

### RECITALS:

WHEREAS, Assignor is under contract with Unified School District No. 512, Johnson County, State of Kansas ("SMSD" or the "School District") for the sale of those certain tracts, pieces or parcels of improved land in the City of Westwood, Johnson County, Kansas and legally described in **Exhibit "A"** annexed hereto and made a part hereof, comprising approximately 4.97 acres of land more or less (the "Land"), together with the Land and all other improvements on the Land and all appurtenant easements and any other rights and appurtenances, and all right, title and interest of School District in and to any streets, alleys, public ways or parking lots adjacent to the Land, and together with all strips and gores and all appurtenances, fixtures and other equipment attached to the Land, collectively the "Property"; and

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

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

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

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

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

WHEREAS, the Assignor and the School District entered into a Fourth Amendment to Real Estate Purchase Agreement dated May 29, 2025, relating to the sale of the

Property ("Fourth Amendment" and together with the First Amendment, Second Amendment, and Third Amendment, the "Amendments");

WHEREAS, paragraph 21 of the Purchase Agreement relating to assignment provides as follows: "**21. Assignment.** Buyer may assign its rights and delegate its duties under this Agreement to any other person or entity"; and

WHEREAS, Assignor now desires to assign to Assignee its rights and obligations under the Purchase Agreement and all Amendments thereto under the terms provided for herein.

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

**1. Assignment and Assumption of Liabilities.** Assignor does hereby assign all of its rights and delegates of its duties under the Purchase Agreement and all Amendments thereto to Assignee. In addition, Assignor hereby assigns to Assignee all inspection reports and other due diligence materials and findings obtained by Assignor with respect to the Property which Assignor either owns, or has a license to assign, or which may otherwise be disclosed under the Kansas open records act, as amended, and Assignor agrees to reasonably cooperate with Assignee, at no cost to Assignor, to obtain reliance letters or similar evidence of assignment of such inspection reports and due diligence materials to Assignee in order that Assignee may rely on the same.

**2. Representations.**

**A. Representations of Assignor.** Assignor represents and warrants to Assignee as of the date of this Assignment Agreement:

1. Assignor is a political subdivision, duly organized, validly existing and in good standing as a City of the Third Class under the laws of the State of Kansas.
2. This Assignment Agreement has been executed and delivered on behalf of Assignor and constitutes the valid and binding agreement of Assignor, and there are no consents of any third party (other than as provided in the Purchase Agreement) required for the consummation of the transaction contemplated herein.
3. Assignor makes no representation as to the condition of the Property such property being tendered by Assignor "as is" and "where is" subject to Assignee's remaining rights to inspect the condition of the Property during the remaining Due Diligence Period.
4. Assignor makes no representations as to the nature, condition or quality of title held by the School District.

5. Assignor makes no representations as to whether the School District has the legal capacity to convey the Property.
6. Assignor makes no representations as to whether the School District has satisfied all legal conditions precedent to convey the Property.
7. Assignor makes no representations as to whether Assignee's proposed occupation and use of the Property is in compliance with City Code. The parties recognize that planning, zoning and subdivision approvals must comply with the legal process required by State law and City Code.
8. Assignor has delivered to Assignee copies of any and all due diligence materials that SMSD delivered to Assignor pursuant to Section 5.1 of the Purchase Agreement.
9. Assignor has not waived any breach of SMSD of, or compliance by SMSD with any condition or provision of, the Purchase Agreement or the Amendments.
10. The amounts of the Purchase Price, Carrying Costs, and Demolition Costs set forth in Section 2 of the Fourth Amendment are the amounts for which Assignor agreed to pay under the Purchase Agreement, as amended by the Amendments.

**B. Representations of Assignee.** Assignee represents and warrants to Assignor as of the date of this Assignment Agreement:

1. Assignee is a corporation, organized, existing and in good standing under the laws of the State of Missouri, and all necessary action has been taken by Assignee with respect to the execution and delivery of this Assignment Agreement and the performance by Assignee of its obligations hereunder.
2. This Assignment Agreement has been executed and delivered on behalf of Assignee and constitutes the valid and binding agreement of Assignee, and there are no consents of any third party required for the consummation of the transaction contemplated herein.
3. All necessary action has been taken by Assignee with respect to the execution and delivery of this Assignment Agreement.
4. Assignee has received fully executed copies of and is apprised of the contents of the Purchase Agreement and all referenced Amendments thereto.

5. Assignee has at all times had the right to seek legal counsel as to the nature of the legal rights and obligations stated within the Purchase Agreement and all referenced Amendments thereto.
6. Assignee is not relying upon any representations of Assignor as to the legal rights and responsibilities within the Purchase Agreement and Amendments thereto as an inducement to enter into this Assignment Agreement.

**3. Assignment Fee.** As consideration for the assignment made in paragraph 1, Assignee shall pay to Assignor an assignment fee in the amount of two-hundred and eighty-five thousand dollars (\$285,000) (the "Assignment Fee"). Within three (3) business days after the full execution and delivery of this Assignment Agreement, Assignee will deposit the Assignment Fee with the Title Company (as defined in the Purchase Agreement), and such Assignment Fee shall become non-refundable and shall be paid to Assignor upon the expiration of the Due Diligence Period (as defined and established as of the Effective Date in and under the Purchase Agreement, as extended by the Amendments). Assignor and Assignee agree that upon Assignee's cancellation or termination of the Purchase Agreement prior to the expiration of the current Due Diligence Period in accordance with the terms of the Purchase Agreement, the Title Company shall promptly return the Assignment Fee to Assignee.

**4. Assumption of Liability and Mutual Indemnification.** It is the intent of the Parties that Assignee's assumption of all of Assignor's obligations under the Purchase Agreement and the Amendments thereto as provided herein shall relieve Assignor of any further legal obligations under the Purchase Agreement and the Amendments thereto, which legal obligations are hereby assumed by Assignee. Accordingly, (A) Assignee agrees to indemnify the Assignor and to the fullest extent provided by law, indemnify, hold harmless, protect and provide a defense to the Assignor and its elected and appointed officials, employees and agents from and against any and all claims and damages premised upon the Assignee's legal obligations under the Purchase Agreement and the Amendments thereto with respect to time periods after the Effective Date of this Assignment Agreement, and (B) Assignor agrees to indemnify Assignee and to the fullest extent provided by law, indemnify, hold harmless, protect and provide a defense to the Assignee and its respective officers, directors, employees and agents from and against any and all claims and damages premised upon the Assignor's legal obligations under the Purchase Agreement and the Amendments thereto with respect to time periods before the Effective Date of this Assignment Agreement.

**5. Cooperation.** At no cost to Assignor, Assignor agrees to reasonably cooperate with Assignee in executing any documents and taking such steps as reasonably required to effectuate the closing of the transactions contemplated in the Purchase Agreement, the Amendments, and this Assignment Agreement. Provided, that nothing herein shall contractually require that Assignor or its governing body take any legislative action or any action outside of standard city processes and procedures, whether established by law or otherwise.

**IN WITNESS WHEREOF**, Assignor, SMSD, and Assignee have caused this Assignment Agreement to be executed, effective as of the Effective Date.

**CITY OF WESTWOOD, KANSAS**  
as Assignor

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

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

ATTEST:

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

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

APPROVED AS TO FORM:

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

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

**HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**  
as Assignee

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

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

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

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

## **EXHIBIT A**

### [Description of the Property]

#### **TRACT 1:**

THE WEST TWO HUNDRED FIFTY-EIGHT AND ONE-TENTH (258.1) FEET OF THE SOUTH HALF (1/2) OF LOT EIGHT (8), HOMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, IN JOHNSON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

AND ALSO:

THE NORTH HALF OF LOT 8, HOLMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS EXCEPT THE EAST 286.58 FEET THEREOF, AND THE WEST 258.1 THEREOF.

AND ALSO:

ALL THAT PART OF THE EAST 286.58 FEET OF THE NORTH 1/2 OF LOT 8, HOLMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE AND 286.58 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH, ALONG A LINE 286.58 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 8, A DISTANCE OF 165.39 FEET, TO THE SOUTH LINE OF THE N 1/2 OF SAID LOT 8; THENCE EAST, ALONG THE SOUTH LINE OF THE N 1/2 OF SAID LOT 8, A DISTANCE OF 1.28 FEET, TO THE NORTHEAST CORNER OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS; THENCE NORTHEASTERLY, TO A POINT ON THE NORTH LINE AND 271.28 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 15.30 FEET, TO THE POINT OF BEGINNING.

EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS AND PUBLIC RIGHTS OF WAY.

#### **TRACT 2:**

ALL OF LOTS 4 THROUGH 14, BOTH INCLUSIVE, BLOCK 1, SWATZELL ADDITION, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS.

#### **TRACT 3:**

THE EAST 112.3 FEET OF THE NORTH HALF OF LOT 9, HOLMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS.

#### **TRACT 4:**

ALL OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, EXCEPT THE FOLLOWING TRACT OF LAND:

ALL THAT PART OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION OF LAND IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTHEASTERLY, ALONG THE EASTERLY LINE OF SAID LOT 12, TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTHWESTERLY, ALONG THE SOUTHERLY LINE OF SAID LOT 12, A DISTANCE OF 16.87 FEET THENCE NORTHWESTERLY, TO THE POINT OF BEGINNING.

**COUNCIL ACTION FORM****Public Safety Item**

Meeting Date: September 11, 2025

Staff Contact: Curt Mansell, Chief of Police

**Agenda Item:** Review of Variance Requirements for Parking Ordinance 14-202(ai) &(aj).**Background:**

- At the August 14, 2025 City Council Meeting, council adopted an updated new City Code for the City of Westwood, KS
- In the new code, overnight parking was changed from a two (2) hour time limit between the hours of 12am and 6am to an elimination of any overnight parking between the hours of 2am and 6am.
- The code currently retains the former language of (ai):  
Notwithstanding the above, the city, through its designated personnel, shall have the authority to grant a parking permit to park a vehicle in contravention of the above restrictions for a period not to exceed 365 days, upon a showing of the applicant's necessity, and upon a determination that public safety will not be adversely affected by the granting of such permit. The permit shall state the person to whom it is issued, the location where parking is to be permitted, the vehicle to be parked, any conditions thereon in the public interest, and the duration of the permit.
- Prior to adoption, several constituents spoke during public comments expressing the desire to have exceptions in situations where someone might have physical hardship and/or overnight guests.
- Based on those comments and later council discussion, staff was given direction to provide recommendations for an acceptable variance to the ordinance.

**Issues:**

- Some homes may have insufficient or lack dedicated off-street parking, forcing residents to rely on limited street parking.
- Guests and visitors to Westwood may need temporary available parking outside the scope of the parking ordinance.
- Current code does not provide or address alternative solutions or variances.

**Concerns:**

- The current code language allows/ed for parking to be "permitted" for a period of time beyond what is signed and legal (i.e. up to two (2) hours between 12am-6am). Now that overnight parking is completely illegal between the hours of 2am and 6am, exceptions should not be permitted (i.e. be given a permit to not follow the law). Instead, hardships to non-compliance with the law should be verified and approved.

- Some could park too close to driveways, intersections, and in no-parking zones, creating visibility and safety hazards, emergency vehicle access is sometimes blocked.
- Vehicles parked for long periods of time on public streets could cause increased risk of vandalism or theft, reduced safety due to blocked sightlines and could lead to social degradation of neighborhoods.

**Staff Recommendation:**

It's beneficial to review existing ordinances for practicality. As a result of this review, it is staff recommendation adopt the modified Parking Ordinances, 14-202(ai) &(aj) which will allow for special circumstances meeting the criteria as outline in the proposed modifications.

**ORDINANCE NO. 1052**

**AN ORDINANCE AMENDING SECTION 14-202 RELATING TO PROHIBITED PARKING.**

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

**SECTION 1.** That Chapter 14, Article 2, Section 14-202(ai) of the Westwood City Code is hereby repealed and replaced, to read as follows:

- (ai) The purpose of this section establishes a procedure to consider and verify hardships resulting from the overnight parking restrictions.

Hardships in meeting parking standards are unique to a specific property, such as its location or unusual site conditions, and not a general issue in the neighborhood.

Notwithstanding the above, the city, through its designated personnel, shall have the authority to grant a parking variance from the overnight parking restrictions to allow a vehicle to park in contravention of the restrictions. Upon a showing of an applicant's hardship, and upon a determination that neither public safety nor emergency operations of the city will be adversely affected, a variance may be granted. The variance shall state the individual to whom it is issued, the location where parking is to be permitted, the vehicle to be parked, any other conditions deemed to be in the public interest to note, and the duration of the variance.

A parking variance will not be granted if the property owner can still achieve reasonable use of their property under the existing parking restrictions, as the purpose of a variance is to address unique hardships, not mere inconveniences. For a variance to be granted, the applicant must prove that the difficulty or hardship arises from the property's unique physical conditions, is not self-created, and will not harm public safety, operations of the city or its service providers, or the community at-large. If these conditions are not met, the request for a variance will be denied.

**SECTION 2.** That Chapter 14, Article 2, Section 14-202(aj) of the Westwood City Code is added, to read as follows:

- (aj) Overnight street parking is prohibited within the community. Overnight street parking is defined as any vehicle parked on the street at any time between the hours of 2:00 am and 6:00 am.

Residents having overnight guests/visitors who intend to park on streets within the city must notify the police department and obtain a temporary variance. Temporary variances will be issued for guest parking only. Property owners and occupants may not use variance permits for their own vehicles, and must park vehicles in the garage or in the driveway.

Temporary Variance Rules

1. A temporary variance may not exceed a duration of 2 weeks.
2. No homeowner or tenant may be issued more than 2 temporary variances at a time for a particular address.
3. The total number of temporary variance days permitted for each unique address shall not exceed 21 days within a 90-day period.

**SECTION 3.** This Ordinance shall take effect and be in force from and after its passage, approval, and publication in the official city newspaper.

PASSED by the Governing Body this 11<sup>th</sup> day of September, 2025.

APPROVED by the Mayor this 11<sup>th</sup> day of September, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## COUNCIL ACTION FORM

Meeting Date: September 11, 2025

Staff Contact: Leslie Herring, City Administrator

**Agenda Item:** Consider renewing Master Agreement for Building Official Services with George Butler Associates, Inc. (GBA)

### Background/Description of Item

In August 2023, the City Council approved entering into a Master Service Agreement with GBA (George Butler Associates, Inc.) for Building Official services to supplement what Westwood staff could manage in-house.

### Staff Comments/Recommendation

At the time of engagement two years ago, the only immediate need for GBA's services was to provide engineering review of the Karbank development submittal, which was covered under Task Order No. 1.

Although it was contemplated then that GBA could fill-in when the City's in-house Building Official was on vacation, otherwise unavailable, or desired a second opinion on a project application, the intent at that time was not to use GBA as the City's full-time Building Official. When Westwood's former Building Official separated from the City in September 2024, GBA stepped in under a new task order (No. 2) to perform on-call, as-needed services until the position could be fully evaluated and a determination made about whether to fill the vacancy. When, in January 2025, the City determined the vacancy should be filled and another Building Official/Codes Administrator hired, it was another two months before the position was filled. The vacancy was filled by Michael McCoy in March 2025. McCoy is not ICC certified to review plans nor to conduct inspections nor was he trained at that time to conduct the host of duties assigned to the desk of the Westwood Building Official. Over the past four months, Michael has trained with GBA staff in the lead on review and inspections and he is studying for his certification tests. However, until the time McCoy is certified and comfortable conducting plan review and inspections independently, GBA is providing those services.

In August 2025, Task Order No. 3 was executed to retain GBA staff to facilitate the City's process to review and adopt the 2024 ICC Code set.

City staff recommends renewing the Master Service Agreement with GBA to continue providing services under task orders as provided by the City's Financial and Purchasing Policy.

### Budget Impact

There is no fee to renew the MSA nor is there a retainer fee nor monies due to GBA in the absence of an approved, mutually agreed upon task order, which template is included in the Master Services Agreement as Exhibit B.

Under Task Order No. 2, the City has spent a total of \$42,438 – on average \$4,250/month – for GBA's Building Official services from October 2024 – July 2025, which includes around \$1,500 in total services over that 10-month period charged to Westwood Hills and Mission Woods project, which costs are reimbursed by those cities.

This expense is unbudgeted in the FY 2025 budget due to budget adoption occurring in September 2024, the month before the City unexpectedly began using GBA full time when the former Building Official left the City's employ. During that same 10-month period (October 2024 – July 2025), the City collected just over \$82,000 in Westwood building permit fees.

Expectations were established upon hire that the City's full-time Codes Administrator will be s at six months to allow GBA to begin reducing their number of hours and number of inspections spent in Westwood each month. McCoy is learning quickly and is eager to take the reigns; however will likely need longer to earn ICC certification and completely relinquish GBA of the interim Building Official role. However, a plan has been established – and is currently being worked – to draw down and draw back GBA's services and for McCoy to increase taking on their work load.

*Suggested Motion*

*I move to authorize the City Administrator to renew the Master Agreement with GBA for Building Code Services for an additional four year term.*

CITY OF WESTWOOD, KS

AMENDMENT TO MASTER AGREEMENT FOR BUILDING CODE SERVICES

This Amendment to Master Agreement (hereafter referred to as the "Amendment") is entered into on the 11th Day of September, 2025 between the City of Westwood, KS ("CITY"), located at 4700 Rainbow Blvd, Westwood, KS 66205 and George Butler Associates Inc. ("CONSULTANT"), located at 9801 Renner Boulevard, Suite 300, Lenexa, Kansas 66219.

WHEREAS, the CITY and the CONSULTANT are parties to a Master Agreement dated August 10<sup>th</sup>, 2023 (collectively the "MSA");

The CITY and CONSULTANT therefore agree as follows:

Amendments to the MSA:

ARTICLE XI — TERM OF AGREEMENT

A. Section B The sentence of Section B is hereby deleted in its entirety and replaced with the following: "The initial term of the Agreement shall be for a period of four (4) years commencing upon date of the last signature below."

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, the effective date of which is indicated on page 1. Executed in duplicate with copies to the CITY and CONSULTANT.

**CITY**  
City of Westwood, Kansas

**CONSULTANT**  
George Butler Associates, Inc.

\_\_\_\_\_  
Leslie Herring  
City Administrator

\_\_\_\_\_  
Joe Kmetz  
Building Code Services Lead

## CITY OF WESTWOOD, KS

## MASTER AGREEMENT FOR BUILDING CODE SERVICES

This Master Agreement (hereafter referred to as the "Agreement") is entered into on the 24<sup>th</sup> Day of July, 2023 between the City of Westwood, KS ("CITY"), located at 4700 Rainbow Blvd, Westwood, KS 66205 and George Butler Associates Inc. ("CONSULTANT"), located at 9801 Renner Boulevard, Suite 300, Lenexa, Kansas 66219.

WHEREAS, the CITY intends to engage the CONSULTANT in a variety of projects, performing certain professional building code services. Details of the projects will be included in individual TASK ORDERS to be attached to and made a part of this Master Agreement.

The CITY and CONSULTANT therefore agree as follows:

ARTICLE I - DEFINITIONS AND RULES OF INTERPRETATION

- A. The agreement between the CITY and the CONSULTANT consists of this Master Agreement for Building Code Services, the Additional Provisions of Agreement for Building Code Services attached as Exhibit A, and any subsequent executed TASK ORDERS. All such items together shall be referenced herein as the "Agreement."
- B. TASK ORDERS will describe the specific services requested by the CITY, the budget, and the schedule. Each TASK ORDER will be sequentially numbered and will be considered as an exhibit to this Agreement. The TASK ORDER shall be executed by both the CITY and the CONSULTANT before any work proceeds. A TASK ORDER format is attached as Exhibit B.
- C. In the event of any conflict in the language of any TASK ORDER attached hereto with other provisions of Agreement, the language of the TASK ORDER shall control.
- D. This Agreement, including any TASK ORDERS, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CITY and the CONSULTANT. If the CITY issues a purchase order or work order to the CONSULTANT at any time, no terms thereon shall become part of this Agreement. Any purchase order or work order, whether or not signed by the CONSULTANT, will be for the sole purpose of facilitating the CITY's operations.
- E. The headings of the sections and subparagraphs of this Agreement are inserted for the convenience of the Parties and are neither to be taken to any part of the provisions hereof nor to control nor affect their meaning, construction, or effect.
- F. Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than the CITY and the CONSULTANT.

G This agreement shall be governed by the laws of the state of Kansas.

## ARTICLE II – SCOPE OF SERVICES

### A. BASIC SERVICES.

The CITY is engaging the CONSULTANT to act as Building Permitting Agent on their behalf for Services which may include but are not limited to the following:

1. Serve as coordinator for the building permit services, including communication with the responsible parties of the Project as well as coordination with the CITY staff and other involved public agencies, such as the CITY Services, Publics Works Department, and other agencies that serve the CITY.
2. Establish procedures to manage the building permit process with the City.
3. Review plans, specifications, and construction documents for compliance with the current building codes, Westwood City Code including Chapter Sixteen - Zoning, and any other adopted codes in order to protect public safety. Current adopted codes include: the International Code Council (ICC) 2018 editions and the 2017 National Electric Code (NFPA 70).
4. Issue Building Permit recommendations for approval.
5. Attend design, pre-construction, and coordination meetings as needed.
6. Review Deferred Submittals
7. Provide Building Inspections
8. Provide Recommendations for Temporary Certificates of Occupancy (TCO)
9. Provide Recommendations for Final Certificates of Occupancy (FCO)
10. Provide assistance and recommendations for code variances, equivalencies, deviations, and interpretations.
11. Keep records, according to the Kansas Municipal Records Retention Schedule, compile and deliver all final electronic documentation including:
  - a. Plan review comments
  - b. Recommendations for Permits
  - c. Rulings on variances, equivalencies, and deviations
  - d. Inspection Reports
  - e. Recommendations for TCO (Temporary Certificates of Occupancy)
  - f. Recommendations for FCO (Final Certificate of Occupancy)
12. Provide assistance and make recommendations on enhancements for code enforcement, existing practices, policies, procedures, and ordinances to improve the code enforcement program.
13. Track, measure, and report on performance standards, as agreed upon.
14. Attend Code Administrator meetings as needed to provide data on projects.
15. Coordinate and participate in necessary enforcement actions with CITY's Code Administrator, Director of Finance, Attorney, and Municipal Court.

### B. CLARIFICATION OF SERVICES

1. Any requests for code variances, equivalencies, or deviations will be referred to the CITY. The CONSULTANT will document and provide a recommendation only. If the CITY requires that any deviation, variance, equivalency, assembly, system, product, item of material, or design be included in any project without (or against) the CONSULTANT'S recommendation, the

CONSULTANT shall have no responsibility for such decision by the CITY or for the performance of such items, nor shall the CONSULTANT be required to issue any opinion or certificate with respect to such items.

2. Special Inspections or third-party structural tests, observations, and inspections will be provided and performed by an independent third party as dictated by applicable codes. CONSULTANT will review special inspection tests and reports for verification of compliance and approval.
3. Any specialty permitting, review, or inspections by other regulatory agencies will be the responsibility of the Architect/Engineer of Record, the Owner of the Project, or the Contractor as applicable. The CONSULTANT will advise on when special permitting, review, or inspections are required and will provide recommendations for withholding Certificates of Occupancy, or directly withholding Certificates of Occupancy when granted that authority, until proper documentation is provided by the regulatory agency that the permitting, review, or inspections are approved or complete. Such specialty permitting, review, or inspections include, but are not limited to:
  - a. Any Food Establishments or related occupancies requiring a Health Department permit, review, or inspection.
  - b. Approved representative of the State will be responsible for any related permitting and inspections of any elevators.
  - c. Any project requiring licensing or review by federal or state agencies enforcing environmental regulations.
4. Any plan review or inspection comments from the CITY, the CITY's agents, or the fire department will be incorporated into the plan review and inspection forms of the CONSULTANT.
5. Plan reviews (review for permitting and inspections) are not a substitution for the professional responsibilities of a project Architect or Engineer of record, as required by the professional licensing board of the State of Kansas.
6. No warranty, expressed or implied, is included in this Agreement or in the Instruments of Service produced by CONSULTANT.

### C. CONSTRUCTION ISSUES

1. The Parties agree neither CITY or CONSULTANT shall not be responsible for:
  - a. the contractor's construction means, methods, techniques, sequences, procedures, safety precautions, and any programs incidental thereto, which shall remain the sole responsibility of the contractor;
  - b. the contractor's failure to perform the Work in accordance with the Approved Permit Documents;
  - c. acts or omissions of the contractor, its subcontractors or suppliers, or any other persons performing any of the Work.
2. The construction contractor is responsible for means and methods and to ensure

the construction or constructed facility meets the requirements of the permit documents.

3. The construction contractor is responsible for all construction related activities, including job site safety.
4. The CONSULTANT will not have the authority to stop the Work of a contractor, provided, however that CITY may stop the Work of a contractor following consultation with CONSULTANT.
5. CONSULTANT shall not be required to execute any document that would result in CONSULTANT guaranteeing or warranting the existence of any conditions or construction.
6. If applicable, CONSULTANT shall make visits to the project site(s) to observe the executed work. CONSULTANT shall only be required to conduct inspections of a contractor's work to enforce compliance with the applicable code. Beyond such inspections, CONSULTANT shall not be required to make inspections to check the quality or quantity of work and does not assume responsibility for any construction techniques, procedures, sequences, or schedules or for the conduct, action, errors, or omissions of any architect, engineer, designer, construction contractor, subcontractors, or material supplies, their agents, or employees, unless such services are specifically included in the applicable TASK ORDER.

#### D. COMPLIANCE WITH LAWS

CONSULTANT agrees to comply with applicable federal, state, and local laws; regulatory requirements; and codes. CONSULTANT shall procure the licenses and/or certifications necessary to allow CONSULTANT to perform the Services. The CITY shall likewise comply with such laws to the extent applicable to the CITY's role and performance of this Agreement.

### ARTICLE III – SERVICE TASKS

#### A. TASK ORDERS.

Upon execution of this Agreement by the CITY, the CITY shall issue TASK ORDERS that define the specific services described herein above and requested by the CITY. The TASK ORDER shall ascribe the desired service, schedule, and compensation. The TASK ORDER shall follow the general form in Exhibit B. A fully executed TASK ORDER shall govern the parties' rights and responsibilities specifically incorporating the terms of this Master Agreement, including all exhibits and attachments, and operating within the framework of this Master Agreement.

#### B. SUBCONTRACTED SERVICES.

Those Services not normally self-performed by the CONSULTANT, but essential to the

successful completion of a TASK ORDER, will be subcontracted by the CONSULTANT to subconsultants, who will be selected by the CONSULTANT and the CITY.

#### C. TYPICAL RATES AND CHARGES.

Exhibit C contains CONSULTANT's Hourly Rates and Expenses. Rates and charges for specific tasks shall be agreed upon within each TASK ORDER. Charges for ADDITIONAL SERVICES or agreed upon services outside each TASK ORDER will follow these rates and charges or as agreed upon as an amended TASK ORDER. Exhibit C shall be updated periodically by CONSULTANT to reflect its then-current rates.

#### D. ADDITIONAL SERVICES.

CONSULTANT shall provide the following additional Services ("Additional Services") as agreed upon by the Parties in a TASK ORDER or as requested thereafter:

1. Services resulting from significant changes in the general scope of a TASK ORDER, including a project or its design, including, without limitation, changes in size, complexity, CITY's schedule, Project's schedule, or character of construction; excessive reinspections, plan reviews and meetings beyond those previously approved within a TASK ORDER by CITY including preparation of change orders.
2. Time spent in preparing for and attending public hearings at the request of the CITY.
3. Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation or other legal or administrative proceeding involving a Project or TASK ORDER.
4. Full-time construction observation services.

### ARTICLE IV - CITY'S RESPONSIBILITIES

In addition to other responsibilities which may be set forth in this agreement:

- A. The CITY shall designate a CITY representative in accordance with Exhibit A.
  - The CITY hereby designates the following CITY representative: Leslie Herring, City Administrator.
  - Leslie Herring, City Administrator, may designate other CITY representatives to make decisions concerning project deliverables outlined in the TASK ORDER. A list of designated representatives shall be provided to the CONSULTANT prior to issuance of TASK ORDERS. The CITY shall accept the decisions of the CITY representative as final and definitive project direction. The CITY may employ any process of its choice to inform the CITY representative of desired project outcomes.
  - The CONSULTANT may accept TASK ORDERS executed by a CITY official with a similar title until informed that a new representative is appointed.
- B. The CITY shall furnish approval, consents, and letters of authority as may be necessary for performing the Services in a timely manner.

- C. The CITY shall furnish to the CONSULTANT a certified copy of the legislation, ordinance or resolution authorizing signing of this Agreement and delegation of TASK ORDER signature authority.
- D. The CITY shall provide to the CONSULTANT the following:
- All available procedures, policies, reports, plans, specifications, background information, and other data pertinent to the Services or performance of a TASK ORDER;
  - The names, addresses, and phone numbers of all entities, regulatory agencies or governing authorities required for coordination or performance of Services within a TASK ORDER.

The CONSULTANT shall be entitled to rely on the accuracy and completeness of all information and data provided by the CITY.

- E. The CITY shall arrange for safe access to and make all provisions for CONSULTANT to enter upon public and private property as required to perform services under this Agreement.
- F. The CITY shall report to the CONSULTANT any suspected deficiency in the Services within twenty-one (21) days after the CITY becomes aware of the potential defect. CITY further agrees to impose a similar notification requirement in its agreements with all contractors, design professionals, subcontractors, and CONSULTANTS involved in the Project. The failure of the CITY to notify the CONSULTANT as required herein shall relieve the CONSULTANT of any liability for costs of remedying the defects.
- G. The CITY shall give prompt written notice to CONSULTANT whenever CITY becomes aware of any change, fact or circumstance that is likely to affect the scope or timing of the Services.
- H. The CITY shall obtain advice of an attorney, insurance counselor, or other CONSULTANT as is necessary for the CITY to make decisions within a reasonable time and not delay the Services.
- I. If requested by the CONSULTANT, the CITY shall furnish evidence of financial arrangements that have been made to fulfill CITY's obligations under this Agreement.
- J. The CITY shall provide and pay, if required by the TASK ORDER, for the cost of any mutually-agreed upon subconsultants, testing, or laboratory Services identified in the Article II - Scope of Services.

#### ARTICLE V - TIME OF PERFORMANCE FOR SERVICES

- A. The services under each TASK ORDER have been agreed to in anticipation of the orderly progress through completion. Unless a specific time of performance for services is

specified in a TASK ORDER, CONSULTANT'S obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. If a specific time of performance is provided in a TASK ORDER, and if the CITY has requested changes in the scope or character of the project, the time of performance shall be adjusted equitably.

## ARTICLE VI - PAYMENT PROVISIONS

### A. COMPENSATION

1. CITY shall compensate the CONSULTANT for the TASK ORDER in the form agreed to in the TASK ORDER.
2. Services requested by the CITY outside the scope of a TASK ORDER (Additional Services) shall be compensated based on actual hours worked plus direct expenses in accordance with the CONSULTANT's Hourly Rates and Expenses Schedule as shown in attached Exhibit "C", which is incorporated herein, unless another form is agreed to prior to initiating the associated Additional Services.
3. Exhibit C may be updated to reflect changes in hourly rates or expenses. Proposed changes may be included with a TASK ORDER proposal.

B. Payments shall be in accordance with Exhibit A.

## ARTICLE VII — INSURANCE

A. CONSULTANT shall purchase and maintain insurance as set forth below:

1. Commercial General Liability insurance with a limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate.
2. Automobile Liability insurance with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
3. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of \$1,000,000 for each accident.
4. Professional Liability insurance on a claim made basis in the amount of \$5,000,000 per claim and \$10,000,000 annual aggregate.
5. Commercial Umbrella, with a limit of \$5,000,000 each occurrence and aggregate.
6. Technology E&O with a limit of \$1,000,000 each claim and aggregate.

Certificates of insurance, in a form approved by CITY shall be provide to the CITY upon request.

CONSULTANT's obtaining of insurance shall in no way waive the immunities or the limitations of liability provided to the CITY within the Kansas Tort Claims Act and the CONSULTANT's holding of insurance shall not be deemed to be insurance of the CITY for the purposes of increasing the maximum liability of the CITY.

## ARTICLE VIII — ALLOCATION OF RISKS

A. N/A.

#### ARTICLE IX — INDEMNITY

- A. Indemnity by CONSULTANT. The CONSULTANT agrees to indemnify and hold harmless the CITY from and against damages, actually incurred by CITY but only to the extent caused by the negligent performance of the CONSULTANT. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.
- B. CONSULTANT will not be required to indemnify the CITY for claims caused or alleged to be caused in whole or in part by the acts or omissions of the CITY or other third parties for whom the CONSULTANT is not responsible.
- C. The CONSULTANT's obligation to indemnify the CITY is limited by provisions of Article X - Limitation of Liability.

#### ARTICLE X — LIMITATION OF LIABILITY

- A. LIMITATION OF LIABILITY. CITY agrees to limit the total liability, in the aggregate, of CONSULTANT, and its officers, directors, employees, affiliates, agents, insurers, independent professional associates, and subconsultants, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to CONSULTANT's services under a TASK ORDER(s), the PROJECT or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability, or breach of contract of to the fee established by the applicable TASK ORDER(s) under this Agreement or the amount of available insurance to be provided by CONSULTANT under this Agreement, whichever is greater.
- B. The CITY and CONSULTANT agree that specific and adequate consideration has been given for this limitation of liability.
- C. The CITY shall assert all appropriate defenses when the CONSULTANT is performing a TASK ORDER that can reasonably be defined as a municipal ministerial role.

#### ARTICLE XI — TERM OF AGREEMENT

- A. The Agreement shall become effective upon signatures by both Parties. The Parties agree that a facsimile or electronic (PDF) copy of a signature to this Agreement or a subsequent TASK ORDER shall be deemed to have the same force and effect as an original signature.
- B. The initial term of the Agreement shall be for a period of two (2) years commencing upon date of the last signature below.
- C. Upon written mutual Agreement, the term maybe extended on a year-to-year basis for up to two (2) additional years.

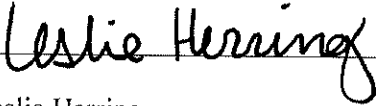
D. The Parties agree and understand that hourly rates may be increased on an annual basis upon prior written notice to the CITY, however no written amendment to this Agreement is required for this purpose.

*Remainder of Page Intentionally Left Blank*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the effective date of which is indicated on page 1. Executed in duplicate with copies to the CITY and CONSULTANT.

**CITY**

City of Westwood, Kansas

 \_\_\_\_\_

Leslie Herring  
City Administrator

**CONSULTANT**

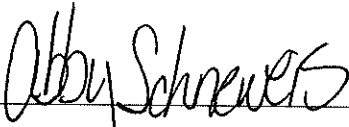
George Butler Associates, Inc.

\_\_\_\_\_

Bryan Rasmussen  
Vice President

**ATTEST:**

**CITY**

 \_\_\_\_\_

Abby Schneeweis  
City Clerk

I certify that sufficient funds of the CITY treasury have been appropriated and are otherwise unencumbered to meet the CITY's financial obligation under this Agreement.

**CONSULTANT**

\_\_\_\_\_

Joe Kmetz  
Building Code Services Lead

*Remainder of Page Intentionally Left Blank*

**EXHIBIT A**  
**ADDITIONAL PROVISIONS OF MASTER**  
**AGREEMENT FOR BUILDING CODE**  
**SERVICES**

The CITY of Westwood, KS (“CITY”) and George Butler Associates Inc. (referred to as the “CONSULTANT”), agree that the following provisions shall be part of this Agreement.

1. Payment. Unless stated otherwise in this Agreement, fees and all other charges will be monthly as the work progresses, and the net amount shall be due at the time of billing. If CITY does not pay invoices within thirty (30) days of submission of invoice, CONSULTANT may, upon written notice of the CITY, suspend further work until payments are brought current. The CITY agrees to indemnify and hold CONSULTANT harmless from any claim or liability resulting from such suspension. Interest not exceeding the maximum rate allowable by law will be payable on any amounts not paid within 30 days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. If CITY fails to pay CONSULTANT the amount due under this Agreement in a timely manner pursuant to this section, CITY shall be liable for and shall reimburse CONSULTANT for expenses incurred by CONSULTANT in connection with or in any way relating to CITY’s failure to pay in such instances, that the CITY is found liable for payment. Such expenses shall include, without limitation, reasonable attorneys’ fees, legal expenses, and court costs. In the event CITY fails to pay the CONSULTANT within ninety (90) days after invoices are rendered, then CITY agrees that the CONSULTANT shall have the right to consider such failure as substantial breach of this Agreement and the duties of the CONSULTANT under this Agreement may be terminated at the election of the CONSULTANT upon five (5) days written notice.

2. Taxes. Compensation payable to the CONSULTANT pursuant to this Agreement shall be in addition to taxes that may be assessed against the CONSULTANT by any state or political subdivision directly on services performed or payments for services performed by the CONSULTANT. Such taxes that the CONSULTANT may be required to collect or pay shall be added by the CONSULTANT to invoices submitted to the CITY pursuant to this Agreement.

3. Suspension. In the event all or any portion of the work prepared or partially prepared by the CONSULTANT is suspended, abandoned, or terminated, the CITY shall pay the CONSULTANT for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.

4. Termination. This Agreement may be terminated by either CITY or the CONSULTANT upon thirty (30) days written notice in the event substantial failure of the other party to perform in accordance with the terms of this Agreement. CITY expressly agrees to hold the CONSULTANT harmless from any liability arising out of the CONSULTANT’s termination of its services hereunder due to CITY’s failure to perform and/or pay in accordance with the provisions of this Agreement. In the event of termination of this Agreement, CITY shall then promptly pay the CONSULTANT for all the fees, charges, and services performed by the CONSULTANT in accordance with the compensation arrangements under this Agreement or on an agreed hourly basis.

5. Delay Beyond CONSULTANT’S Control. All agreements on the CONSULTANT’S part are contingent upon, and CONSULTANT shall not be responsible for damages or be in default, or be deemed to be in default, by reasons of delays in performance of others by reason of strikes, lock—outs, accidents, acts of God, and other delays unavoidable or beyond CONSULTANT’S reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of CITY or CITY’s agents to furnish information or to approve or disapprove CONSULTANT’S work promptly, or due to late or slow, or faulty performance by CITY, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of CONSULTANT’S work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

6. Delay Due to CONSULTANT’S Rejection of Work. The Consultant shall reject any work identified that does not meet code, including but not limited to plans, specifications, documents, reports, construction, materials, equipment, or components. Such rejection of work shall not subject the CONSULTANT to any liability or cause of action to or from the project owner, consultants, sub-consultants, contractors, sub-contractors, or construction team, including but not limited to a claim for delay.

7. CITY Changes. In the event that any changes are made in the work to be performed hereunder, by the CITY or persons other than the CONSULTANT, and which affect the CONSULTANT’S work, any and all liability arising out of such changes is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless CITY has

given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

8. Partial Services. If the CONSULTANT is not authorized by a TASK ORDER to perform all required or specific Services for complete execution and closure of a permit for any project, the CITY is responsible for all Services including, without limitation, those Services required for complete execution and closure of a permit. The CITY shall defend, indemnify, and hold harmless the CONSULTANT against all claims, losses, damages, injuries, and expenses arising out of or resulting from the performance of such Services by CITY or others.

9. Instruments of Service. The CONSULTANT's reports and other deliverables, including all documents on electronic media, are instruments of professional service ("Instruments of Service") and shall remain the property of the CONSULTANT which also retains the copyrights. During the Project, and conditioned on the CITY satisfying its payment obligations under this Agreement, CITY shall have a non-exclusive license to use the Instruments of Service with respect to the Project. CITY shall not assign its license to third parties without the written consent of the CONSULTANT. However, CITY may provide copies of the Instruments of Service to contractors and consultants for the purpose of bidding, building, or completing a project and to governmental authorities for the purpose of securing or executing permits, licenses, and approvals.

The Instruments of Service prepared by CONSULTANT are not intended or represented to be suitable for reuse by the CITY or others on extensions to or modifications of a project or on any other project unless such Instruments of Service were specifically developed by a TASK ORDER for the intent of CITY's reuse or modification as identified specifically in the TASK ORDER. Any reuse or modification without the prior written consent of the CONSULTANT will be at the CITY's sole risk and without any liability of CONSULTANT. The CITY agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any claim, liability, or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the Instruments of Service by the CITY or any person or entity that acquires or obtains the Instruments of Service from or through the CITY without the written authorization of the CONSULTANT.

10. Waiver of Consequential Damages. Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of, or connected in any way to the work performed under this Agreement. This mutual waiver includes but is not limited to: damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings, or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both CITY and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Agreement or TASK ORDERS.

11. Dispute Resolution. If a claim, dispute, or other matter in question arises out of or related to this Agreement, the parties shall attempt to resolve the issue through prompt, face-to-face negotiations conducted by an officer authorized to make decisions on behalf of each party.

If direct discussion and negotiation required by the preceding paragraph is not successful, the Parties will submit any claim or dispute arising out of or related to this Agreement to non-binding mediation. Unless the parties mutually agree otherwise, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Each Party shall pay their own legal fees associated with the mediation, but shall equally share the mediator's fees. It is agreed that all contractors, design professionals, subcontractors, and consultants who are involved in, and potentially liable for any claim being asserted, may participate in the mediation.

In the event that no resolution of the dispute can be achieved, either party may proceed with a legal claim to be filed in Johnson County District Court. The Johnson County District Court shall be the sole and exclusive venue for all legal disputes between the parties related to the agreement.

12. Waiver of Subrogation. To the extent any damage or claim is covered by property insurance during construction, the CITY and the CONSULTANT waive all rights against each other and against the contractors, designers, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The CITY or the CONSULTANT, as

applicable, shall require of the contractors, designers, and employees of any of them similar waivers in favor of the other parties enumerated herein.

13. Standard of Care. In providing services under this Agreement, CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The CONSULTANT makes no other representations or any warranties, whether expressed or implied, with respect to the services rendered hereunder. CONSULTANT, when performing a municipal ministerial function, shall perform to the standard of care and function as a municipal official. CONSULTANT shall assume the roles and duties of the municipal official when the TASK ORDER assigns CONSULTANT to that role.

14. Plan Review Immunity. The CONSULTANT shall be entitled to all defenses and municipal immunities that are, or would be, available to the CITY plan reviewers if the same services were provided by a CITY employee.

15. Not a Municipal Advisor. CONSULTANT will not be acting as a fiduciary of the CITY and will not be serving as a "municipal advisor" to the CITY within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules and regulations of the United States Securities and Exchange Commission.

16. Confidentiality. All information relating to the CITY that is known to be confidential or proprietary, which is clearly marked as such, shall be held in confidence by CONSULTANT and shall not be disclosed or used by CONSULTANT except to the extent that such disclosure or use is reasonably necessary to the performance of CONSULTANT's work. These provisions shall not apply to disclosure to the Consultant's employees and subconsultants, the general contractor, subcontractors, and permit authorities. All information relating to CONSULTANT that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by CITY. These obligations of confidentiality shall extend after the termination of this agreement but shall not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

17. Fees. CONSULTANT shall not be responsible to pay or collect the costs of permit fees, checking and inspection fees, zoning and annexation application

fees, assessment fees, soils engineering fees, soils testing fees, aerial photography fees, and all other fees, permits, bond premiums, title company charges, and reproductions, and all other charges not specifically covered by the terms of this Agreement.

18. Hazardous Materials. In the event that CONSULTANT or any other party encounters asbestos or hazardous or toxic materials at the job site, or should become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of CONSULTANT's services, the CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of services on the Project until the CITY retains or enforces others to retain appropriate specialists or contractors to identify, abate, and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations. The CONSULTANT does not provide any Service related to asbestos or hazardous or toxic materials. Hazardous materials permitting, plan/document review, or inspections or related Services are not included or covered under this Agreement.

19. Assignment / Third-Party Reliance / Certification. Neither the CITY nor the CONSULTANT shall assign its interest in this Agreement without the written consent of the other. The services to be provided pursuant to this Agreement are being performed solely for the benefit of the CITY, and no benefit is meant to be conferred upon any person or entity not a party to this Agreement, and no such person or entity should rely upon CONSULTANT's performance of those services to the CITY; and no claim against CONSULTANT shall accrue to any contractor, subcontractor, designer, architect, engineer, supplier, fabricator, manufacturer, lender, tenant, surety, homeowner's association, or any other third-party as a result of this Agreement or the performance or non-performance of services on the project(s). CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guaranty, or warrant the existence of conditions that CONSULTANT cannot ascertain.

20. Execution of Subsequent Documents. The CONSULTANT shall have no obligation to the CITY to execute any document subsequent to the signing of this Agreement, including, without limitation, lender consent or certification, requiring knowledge, services, or responsibilities beyond the scope of this Agreement. The proposed language of any such document will be submitted to CONSULTANT at least ten (10) days in advance of the requested date of execution. The

execution of any such document shall not create any rights in favor of a lender or other third party.

21. CITY Representative. The CITY shall designate an individual CITY Representative. The CITY Representative shall have authority to execute TASK ORDERS; shall act on behalf of the CITY as to all aspects of the project(s); shall examine and respond promptly to submissions from the CONSULTANT; shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any defect in the project(s); and shall otherwise fully cooperate as may be required or appropriate in connection with the project(s).

22. Documents Prepared by Others. The CONSULTANT shall not be responsible for any permits, certificates, estimates, reports, surveys, tests, or other documents or instruments, or any part thereof, prepared by the CITY, the CITY'S other consultants, other regulatory agencies or authorities, or project related entities.

23. Equal Opportunity. The CONSULTANT shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with

disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.

24. Severability. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

25. Waiver of Breaches of Agreement. A waiver by either the CITY or the CONSULTANT of any breach of this Agreement shall not affect the waiving Party's rights with respect to any other or further breach.

*Remainder of Page Intentionally Left Blank*

EXHIBIT B  
TASK ORDER TEMPLATE

TASK ORDER NUMBER \_\_\_\_\_

This TASK ORDER is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, under the terms and conditions established in the MASTER AGREEMENT, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Westwood, Kansas, (CITY) and George Butler Associates, Inc. (CONSULTANT).

This TASK ORDER is made consistent with the purposes of the MASTER AGREEMENT and for the purposes of the following:

**Section A: Scope of Services**

The CONSULTANT will furnish to the CITY the following described services:

- a.
- b.
- c.

Clarifications and Exclusions to Services:

- a.
- b.
- c.

**Section B: CITY Responsibilities**

The CITY will provide or perform the following to facilitate the project described in this TASK ORDER.

- a.
- b.

**Section C: Anticipated Schedule**

The following is an estimated schedule based on the scope of services and information provided:

**Section D: Compensation**

1. In return for the performance of the foregoing obligations, the CITY shall pay the CONSULTANT the fee of up to \$\_\_\_\_\_, payable according to the terms in the Master Agreement and Exhibit C.
2. The CITY shall pay the CONSULTANT in accordance with Exhibit C attached to the Master Agreement for all ADDITIONAL SERVICES not specifically included in Section A of this TASK ORDER.

**Section E: Notification and Communication**

The following CONSULTANT will be the point(s) of contact for correspondence related to this TASK ORDER:

The following CITY personnel will be the point(s) of contact for correspondence related to this TASK ORDER:

IN WITNESS WHEREOF, the CITY Representative and the CONSULTANT have executed this TASK ORDER.

City of Westwood, Kansas (CITY)

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

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

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

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

George Butler Associates, Inc. (CONSULTANT)

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

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

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

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

EXHIBIT C  
CONSULTANT'S HOURLY RATES AND EXPENSES SCHEDULE

<b>Employment Classification</b>	<b>Hourly Rate</b>
Senior Associate	260.00
Director of AES	260.00
Associate	238.00
Senior Lead AES	238.00
Senior Specialist	238.00
Project Leader	210.00
Lead AES	210.00
Specialist	165.00
Senior AES	190.00
Senior Technician	160.00
Project AES	165.00
Project Technician	130.00
Design AES	145.00
Design Technician	120.00
Staff AES	130.00
Staff Technician	105.00
Client Management Coordinator	150.00
Project Administrator	110.00
Senior Administrative Assistant	110.00
Administrative Assistant	100.00

**Expenses**

The following items will be charged as shown:

Company or Personal Vehicles	0.655 per mile
------------------------------	----------------



## COUNCIL ACTION FORM

Meeting Date: September 11, 2025  
Staff Contact: Abby Schneweis, City Clerk

---

Agenda Item: Consider allowing alcoholic beverages at 5000 and 5050 Rainbow Blvd. during the Oktoberfest event

---

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

Oktoberfest is scheduled to be held on Saturday, October 4, 2025 from 4:00 to 8:00 PM. at 50th and Rainbow Blvd. The event will be moved to the following Saturday, October 11<sup>th</sup> in the event of inclement weather.

City staff has been directed to prepare and bring forward an action for Council consideration to allow alcoholic beverages to be provided and consumed during this event.

### **Staff Comments/Recommendation**

Article 12-206(2) of the Westwood Municipal Code allows for alcoholic beverages inside the park with the approval of the Governing Body. Staff recommends that the City Council grant a special exception to allow the provision and consumption of alcoholic beverages on City grounds on Saturday, October 4, 2025, from 4 – 8 PM, with a rain date of October 11, 2025.

### *Suggested Motion*

*I move to approve the provision and consumption of alcoholic beverages on City-owned property at 5000 and 5050 Rainbow Blvd. during the City's annual Oktoberfest event on Saturday, October 4, 2025, from 4 – 8 PM, with a rain date of October 11, 2025.*