



CITY OF WESTWOOD, KANSAS

CITY COUNCIL MEETING

4700 RAINBOW BLVD. WESTWOOD, KS 66205

Thursday, October 10, 2024 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]

I. CALL TO ORDER

II. APPROVAL OF THE AGENDA

III. PUBLIC COMMENT

Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda, or about items that will be considered as part of the consent agenda, or about items on the regular agenda for which the Governing Body, at its discretion, accepts public comment. Public comment should be limited to 2-3 minutes and, unless the topic of public comment is before the Governing Body as part of its agenda, no action will be taken by the Governing Body on public comment items. Please state your name and address for the record. Persons attending virtually online will be able to make public comment by using the "raise hand" function on Zoom.

IV. PRESENTATIONS AND PROCLAMATIONS

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 September 12, 2024 City Council meeting minutes

B. Consider approval of Appropriations Ordinance 767

VI. MAYOR'S REPORT

VII. CITY COUNCILMEMBER REPORTS

VIII. STAFF REPORTS

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

IX. OLD BUSINESS

X. NEW BUSINESS

- A. Consider Agreement with the City of Roeland Park and Fairway, Kansas for Public Improvement of Mission Road from 47th Street to 53rd Street
- B. Consider Contract for Code Enforcement Services with Roeland Park
- C. Consider [renewal of] Public Safety Services Agreement with Mission Woods
- D. Consider [renewal of] Public Safety Services Agreement with Westwood Hills
- E. Consider Resolution No. 134-2024 adopting a Master Fee Schedule

XI. ANNOUNCEMENTS/GOVERNING BODY COMMENTS

XII. 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, November 14, 2024 at 7:00 PM at Westwood City Hall. The City Calendar may be accessed at www.westwoodks.org. To receive further updates and communications, please see or sign up for the following:

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

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

**City of Westwood, Kansas
City Council Meeting
September 12, 2024 – 7:00 p.m.**

Council Present: David E. Waters, Mayor
Andrew Buckman, Councilmember – via Zoom
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
Ryan Denk, City Attorney
Abby Schneweis, City Clerk
John Sullivan, Public Works Director

Call to Order

Mayor Waters called the meeting to order at 7:00 p.m. on September 12, 2024. 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 Agenda

Mayor Waters said the Governing Body would not be considering agenda item X. A. Consider Resolution No. 134-2024 adopting a Master Fee Schedule. Motion by Councilmember Harris to approve the September 12, 2024 City Council meeting agenda with the suggested change. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

Public Comment

General Public Comment

No comments were made by the public on general matters.

A. Public Hearing – Resolution No. 132-2024 Approving a Tax Rate in Excess of the Revenue Neutral Rate for the 2025 Budget Year

Jim Donovan, 3009 W 51st Street, challenged the Governing Body to cut city spending by 3% to remain revenue neutral.

No other comments by the public were made.

Over the last several months the Council and staff have worked to develop the 2025 budget. The Governing Body reviewed the recommended budget on July 11th and approved the notice to exceed the Revenue Neutral Rate on that same date. 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 would be 19.435 mills. The 2025 recommended budget requires a total mill rate of 21.199, flat with the 2024 rate.

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 20th and the notice of public hearing was published on August 20, 2024. The public hearing will occur at the beginning of the September 12, 2024 meeting. The adoption of the 2025 budget will occur following the adoption of the Revenue Neutral Rate resolution.

Motion by Councilmember Hannaman to approve Resolution No. 132-2024 approving a tax rate or mill levy rate in excess of the Revenue Neutral Rate for the 2025 budget year. Second by Councilmember Wimer. Ms. Schneweis performed a roll call vote. Motion passed by a 5-0 vote.

B. Public Hearing – Consider Resolution No. 133-2024 Adopting the Fiscal Year 2025 Budget
Ms. Herring presented the 2025 budget recommendations.

No comments were made by the public.

Motion by Councilmember Hannaman to approve Resolution No. 133-2024 adopting the 2025 budget as certified in the amount of \$6,347,237 with ad valorem tax in the amount of \$988,294. Second by Councilmember Steele. Ms. Schneweis performed a roll call voted. Motion passed by a 5-0 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 August 8, 2024, City Council Meeting Minutes
- B. Consider Appropriations Ordinance 766

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

Mayor's Report

Mayor Waters noted the Governing Body had a Strategic Planning session on Saturday, August 24th. Mayor Waters also noted Oktoberfest is Saturday, October 5th.

Councilmember Reports

No reports were made by the City Council.

Staff Reports

Administrative Report

Ms. Herring provided an overview of the September 2024 Administrative Report included in the agenda packet and offered to answer questions.

Public Works Report

Mr. Sullivan provided an overview of the August and September 2024 Public Works Report 2024 Public Works Report included in the agenda packet and offered to answer questions.

Public Safety Report

Chief Mansell provided an overview of the August 2024 Public Safety Report included in the agenda packet and offered to answer questions.

Treasurer’s Report

The August 2024 Treasurer’s Report was included in the agenda packet, no questions or comments were made about the report.

City Attorney’s Report

Mr. Denk did not have any items to report.

Old Business

No Old Business items were considered.

New Business

Consider allowing the consumption of alcoholic beverages on City property at 5000 and 5050 Rainbow Boulevard for Westwood’s Oktoberfest Celebration

Motion by Councilmember Hannaman to allow the consumption of alcoholic beverages on City property at 5000 and 5050 Rainbow Boulevard during the City’s annual Oktoberfest on Saturday, October 5, 2024 from 4:00 p.m. to 8:00 p.m. with a rain date of October 12, 2024. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

Announcements/Governing Body Comments

Councilmember Harris said during Oktoberfest PORT will have a community input station for attendees to provide input on the construction of the new park. Ms. Herring noted a website will be posted as well for those who cannot attend to provide input.

Executive Session

No executive session was held.

Adjournment

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

APPROVED: _____
David E. Waters, Mayor

ATTEST: _____
Abby Schneweis, City Clerk

**City of Westwood, Kansas
Appropriation Ordinance No. 767**

AN ORDINANCE APPROPRIATING CITY EXPENDITURES FOR THE PERIOD OF SEPTEMBER 1, 2024 - SEPTEMBER 30, 2024 AND SUMMARIZING SAID EXPENDITURE HEREIN.

	General Month Ending 9/30/2024	Capital Improvements Month Ending 9/30/2024	Equipment Reserve Month Ending 9/30/2024	Stormwater Month Ending 9/30/2024	Special Highway Month Ending 9/30/2024	Woodside TIF/CID Month Ending 9/30/2024	Debt Service Month Ending 9/30/2024	Total All Funds Month Ending 9/30/2024
Expenditures								
Salary & Benefits	148,109.92	0.00	0.00	0.00	0.00	0.00	0.00	148,109.92
Employee Expenses	1,475.40	0.00	0.00	0.00	0.00	0.00	0.00	1,475.40
Professional Fees	3,208.55	0.00	0.00	0.00	0.00	0.00	0.00	3,208.55
General Operating Expenses	1,976.34	0.00	0.00	0.00	0.00	0.00	0.00	1,976.34
Utilities	34,788.66	0.00	0.00	0.00	0.00	0.00	0.00	34,788.66
Equipment and Maintenance	1,742.29	0.00	0.00	0.00	0.00	0.00	0.00	1,742.29
Street and Stormwater	0.00	0.00	0.00	29.08	0.00	0.00	0.00	29.08
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	191,301.16	0.00	0.00	29.08	0.00	0.00	0.00	191,330.24

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 2024 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 10th day of October, 2024.

MAYOR

ATTEST: CITY CLERK



City Administrator's Report

October 2024

To: Mayor and City Council
From: Leslie Herring, City Administrator
Date: October 10, 2024
RE: Update on some of the key areas of focus of the Administration Department

Current Priorities

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

- *Select Prime Developer for 4700 Rainbow Blvd.*
 - ✓ Staff conducted a work session with the Governing Body at the May regular City Council meeting to discuss parameters and guidance for building this process and RFP.
 - ✓ The Mayor and City Administrator worked together to draft an RFQ/P document, which was provided in draft form to the City Council and was posted to invite responses on Monday, July 15th.
 - ✓ The RFQ Review Committee interviewed four team in September and invited all to move forward to the RFP phase of the selection process.
 - RFP responses are due October 18th, with final interviews planned for late October/early November and a committee recommendation prepared in November for City Council consideration.
- *Formally Adopt and Deploy Communications Strategic Plan*
 - ✓ The City's Strategic Communications Plan was drafted and presented to the City Council in Fall 2023 and has been awaiting the conclusion of the 2024 communitywide survey and creation of the City Council goals stemming from the Governing Body Strategic Plan, currently being crafted.
 - Staff plans to begin this process once the Governing Body's Strategic Plan has been developed and adopted.
- *Develop and Implement Interim Plan for Vacant Building Official/Codes Administrator Position*
 - As of August 29th, the City has been unexpectedly without a Building Official/Codes Administrator and the City Clerk and City Administrator have been covering the duties with outside assistance from the City of Roeland Park through an active mutual aid agreement.
 - As of September 26th, the City Administrator engaged GBA, through an existing on-call professional services agreement to take over plan review and inspections. This relationship is expected to continue through the end of the year and will be monitored and assessed to determine long-term feasibility of contracting for services.
 - An agreement with Roeland Park for Code Enforcement services is recommended. This relationship is expected to continue through the end of the year and will be monitored and assessed to determine long-term feasibility of contracting for services.

- Westwood currently provides Building Official and Codes Enforcement services to the cities of Mission Woods and Westwood Hills through a formal agreement. These relationships are being reconsidered in light of the possibility that Westwood does not currently have an in-house Building Official/Codes Administrator and is exploring indefinitely contracting-out this work.
- The budgeted and approved seasonal/part-time position in the Administration Department is being crafted with this personnel development in mind. It is expected this position will be developed in Q4 and posted and hired in Q1.

Priorities Closing Out

- *Create and Adopt Governing Body Strategic Plan*
 - ✓ The survey tool for both residents and businesses was opened in digital form from May 15 – July 12, 2024 and the business survey remains open since the number of responses is not yet significant enough to close.
 - ✓ The survey results were presented by ETC and PorchLight Insights at the August 2024 meeting of the City Council and the Governing Body retreat to create the resulting Strategic Plan with PorchLight Insights was held on Saturday, August 24, 2024 from 8 AM – 12:30 PM at Woodside, 2000 W. 47th Place.
 - PorchLight Insights has created a first draft of the Governing Body Strategic Plan and now is working with City staff to refine and build it out for Council feedback and, later this fall, adoption.

- *Create Vision for New Feature Park*
 - ✓ The Park Planning Steering Committee issued the RFQ for park design services in Spring 2024 and recommended to Council PORT Urbanism in June.
 - The park visioning and design process began in July and will continue through October. The month-long public engagement campaign began on September 25th and will continue throughout October.
 - A final report of the engagement and visioning outcomes from the professionally-facilitated process will be delivered to the City in late October. Given the uncertainty of the park project due to the property ownership and revenue creation for improvements, no additional design work has been engaged.

- *Recodify Municipal Code*
 - ✓ In January 2023, CivicPlus (which acquired MuniCode) embarked on a recodification of the Westwood Municipal Code. City staff provided access to all necessary City materials and CivicPlus went to work reviewing and preparing the Code for public, searchable online access.
 - ✓ In February 2024, City staff received the Code sections for review and have since been working with CivicPlus staff, the City Attorney, and the Governing Body and Planning Commission to review and tweak the City Code to prepare it for final review and adoption.

- ✓ As of this week, the City role in review of the Code sections has concluded and CivicPlus has all they need to finalize the Municipal Code for consideration and adoption by the Governing Body.
- Based on previously approved timelines, CivicPlus should have the final product to the City by December for formal City action. The Code should be active on the City's website within 2025 Q1.

Lingering Priorities

- *Close on Sale of 5000 Rainbow*
 - The City is set for hearing at the Kansas Court of Appeals on October 15, 2024. There is no indication of when a ruling will be issued.
- *Implement Rainbow Blvd. Complete Streets Plan*
 - Both KDOT and KU Health Systems are engaging additional engineering study before committing to the scope of implementation of the recommendations of the planning study that concluded in June 2024. This additional engineering study is anticipated to be completed by the end of 2024.
- *Implement Mission Rd. Complete Streets Plan*
 - The Public Works Directors of Fairway, Roeland Park, and Westwood are currently working with the utility companies through this current design engineering phase of the project. There are still several unknowns and uncertainties that are being addressed one-by-one as utility companies cut into the ground to see what is where.

Building Permits

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

Residential

New Construction: None

Additions: None

Alterations:

- 3000 W. 51st St. – Remodel

Demolition: None

Misc: None

Commercial – None

WESTWOOD
COURT SUMMARY
SEPTEMBER, 2024

COURT DATE	ARRAIGNMENTS	TRIALS	FINES	LETTERS	WARRANTS
September 06, 2024	50	01	\$ 4,932.00	13	20
September 20, 2024	43	06	\$ 5,079.00	16	08
TOTALS					
September, 2024	93	07	\$ 10,011.00	29	28
September 2023	94	08	\$ 9,387.00	36	16
			TOTAL (\$ 10,011.00) less		
			* Kansas DL fees:		\$203.00
			* Judges Training Fund:		\$ 34.00
			* LET Training Fund:		\$765.00
			* Comm Correct Fund:		\$0.00
			* Seatbelt Safety Fund:		\$0.00
September 2024 TOTAL:					\$9,009.00

Y.T.D. TOTALS 2024		Y.T.D. TOTALS 2023	
ARRAIGNMENTS:	701	ARRAIGNMENTS:	637
TRIALS	108	TRIALS:	74
LETTERS:	241	LETTERS:	271
WARRANTS:	223	WARRANTS:	197
FINES:	\$80,366.00	FINES:	\$74,450.00
KS DL FEES:	\$447.00	KS DL FEES:	\$690.00
JUDGES FUND:	\$243.50	JUDGES FUND:	\$149.00
L.E.T.FUND:	\$5,415.00	L.E.T FUND:	\$3,342.50
COMM CORRECT FUND:	\$0.00	COMM CORRECT FUND:	\$ 0.00
SEATBELT SAFETY FUND:	\$1,020.00	SEATBELT SAFETY FUND:	\$460.00

Westwood Public Works Monthly Report

TO: GOVERNING BODY
FROM: JOHN SULLIVAN, DIRECTOR OF PUBLIC WORKS
RE: MONTHLY REPORT, SEPTEMBER 2024
DATE: OCTOBER 8, 2024

Some of the activities for Public Works in September include:

1. Daily collection of trash from City Hall and City Parks.
2. Perform a weekly inspection of the playground equipment and park facilities.
3. Perform a weekly inspection of the traffic control signs throughout the city; replace poles and signs as required.
4. I prepared the Purchase Orders and documentation for those purchases.
5. Performed routine maintenance at the City Hall to include the servicing of the air handling equipment, re-lamping fixtures and repairing or installing appurtenances including plumbing fixtures.
6. I represented the city at various meetings to include:
 - UPROW Committee Meeting – Virtual – 1 hr.
 - SMAC Meeting – In person – 1.5 hrs.
 - 5600 Meeting – In person – 1.5 hrs.
 - KCMMB Concrete Meeting – In person – 1.5 hrs.
 - PW Director’s Meeting – In person – 2 hrs.
 - Meeting with U.G. – Virtual - .5 hrs.
 - Meeting with Roeland Park, Kansas Gas – In person – 2 hrs.
 - 2026 FWC Transportation Meeting – Virtual – 1.3 hrs.
7. Received, via email, Kansas One-Call Locate Requests, advised callers of their status with the City of Westwood regarding utilities and advised, when appropriate, the need to either get an excavation permit, building permit or fence permit. I provided the building official with a copy of the locate requests for follow-up for any building permits that may be required and answered any questions when asked.
8. We performed routine maintenance on the Public Works vehicles and equipment to include fluid services, cleaning, and general repairs.
9. Routine maintenance of the Public Works Facility to include the air handling equipment, plumbing, electrical, and cleaning.
10. Performed various clerical duties for the Public Works Department’s daily functions.
11. I attended Public Works, City Council and Staff and Committee meetings as required.
12. Observed activities associated with ROW Permits.
13. We marked streetlight utilities when requested by the One-Call System.
14. We performed monthly safety checks at all City properties as well as monthly fire extinguisher inspections.
15. Mitch attends monthly Safety Committee Meetings.
16. We patched potholes.
17. We irrigated various locations as needed by hand watering.

18. We mowed, trimmed and edged various city properties on a weekly basis.
19. We swept streets in Westwood.

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

Westwood Public Works

To: Governing Body
From: John Sullivan, Director of Public Works
Date: October 8, 2024
Re: Monthly Status Report

- CCLIP funding: The Unified Government of Kansas City Kansas/Wyandotte County is developing the interlocal agreement for this project.
- Storm Debris Removal: This project is complete. We have been asked to provide some additional information with respect to the final disposal of the wood waste from the tree removal by our contractor. This has been submitted to the EPA and we are awaiting a decision.
- Stone wall damage and light pole damage: I have the replacement Medalion, and we will be installing it.
- Public Works Replacement Vehicle: I still have the warning lights to install.
- Street Light Replacement, Belinder Court & Booth: These will be installed with a future project.
- Repairs to Signals, W. 47th Street and W. 47th Place and Rainbow: On May 19th the Video detection system associated with these intersections was struck by lightning destroying a camera, video detection controller, load switch and 4 pedestrian push buttons at W. 47th Place. We currently have working signals and video detection, but we do not have correctly working push buttons at the intersections. Currently all the ped signals are on continuous call until we receive the parts needed to place the buttons in operation. This may take up to 60 days to receive the parts to finish this project.
- Street Light Pole Knockdown, 4700 Rainbow Blvd.: We have successfully applied for and received reimbursement for the damaged light pole and our labor to install the pole and light fixture from the insured's insurance company. We have ordered the light pole and fixture and will install once received.
- Streetlights out around the Woodside Village Development: This project is complete.
- Street Striping: We will try to complete some key areas in the coming week.
- Void under street: We have attached this project to a Mission Woods Project and should see this complete in the coming weeks.
- Rapid Flash Pedestrian Signal at W. 47th Street and Fisher: A tractor trailer loaded with

asphalt paving equipment tried to make a right-hand turn from Fisher onto V destroyed the entire signal and the pole base to the streetlight. I am working with the insurance company of the truck driver to make repairs. It has taken some time to get a police report from KCK.

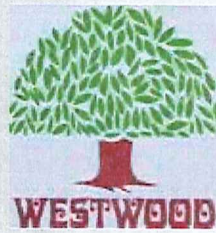
Westwood Police Department Westwood City Council Report

Item C. Section VIII, Item

9/1/2024



9/30/2024



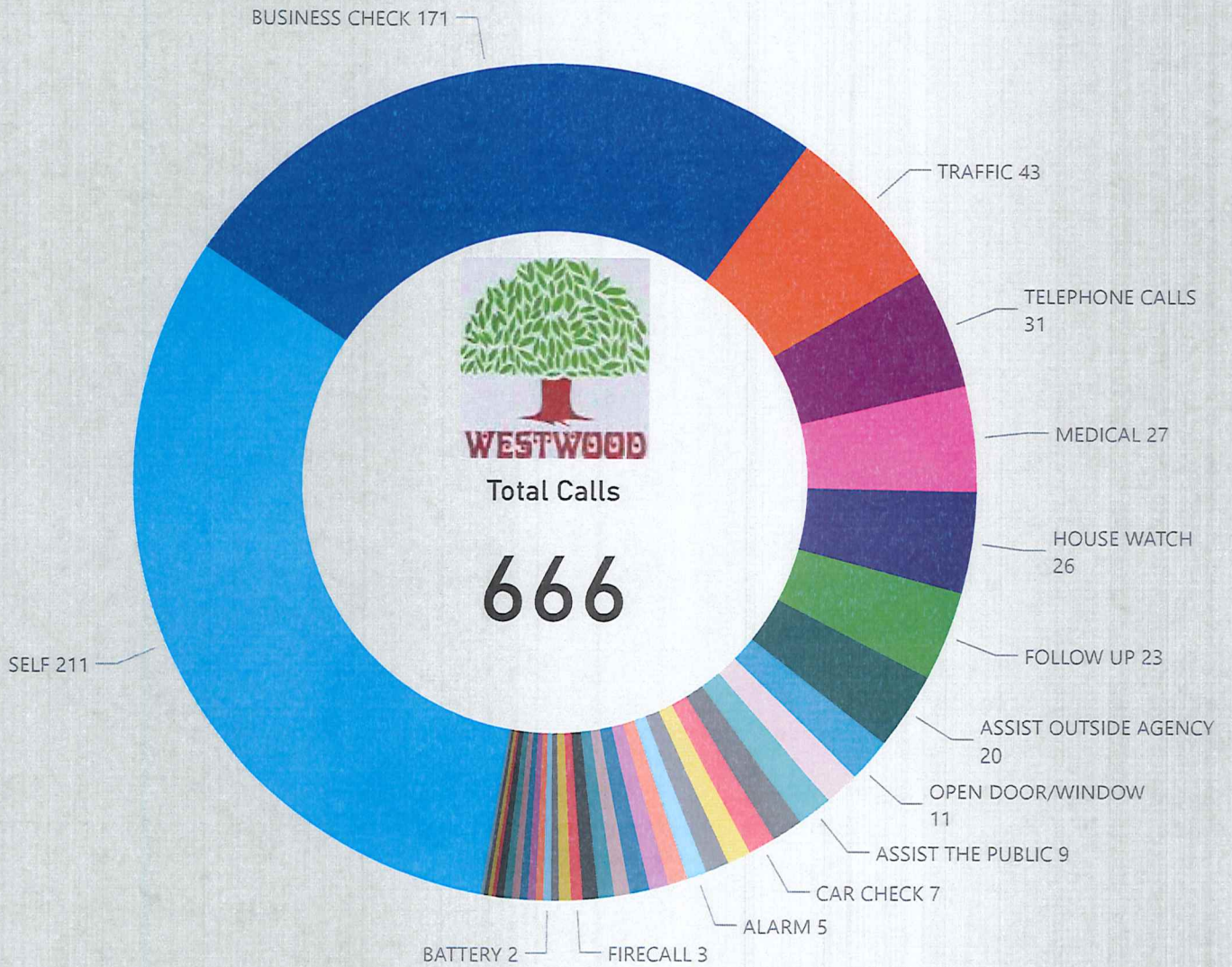
Westwood Police Department City Council Report

Item C. Section VIII, Item

9/1/2024



9/30/2024



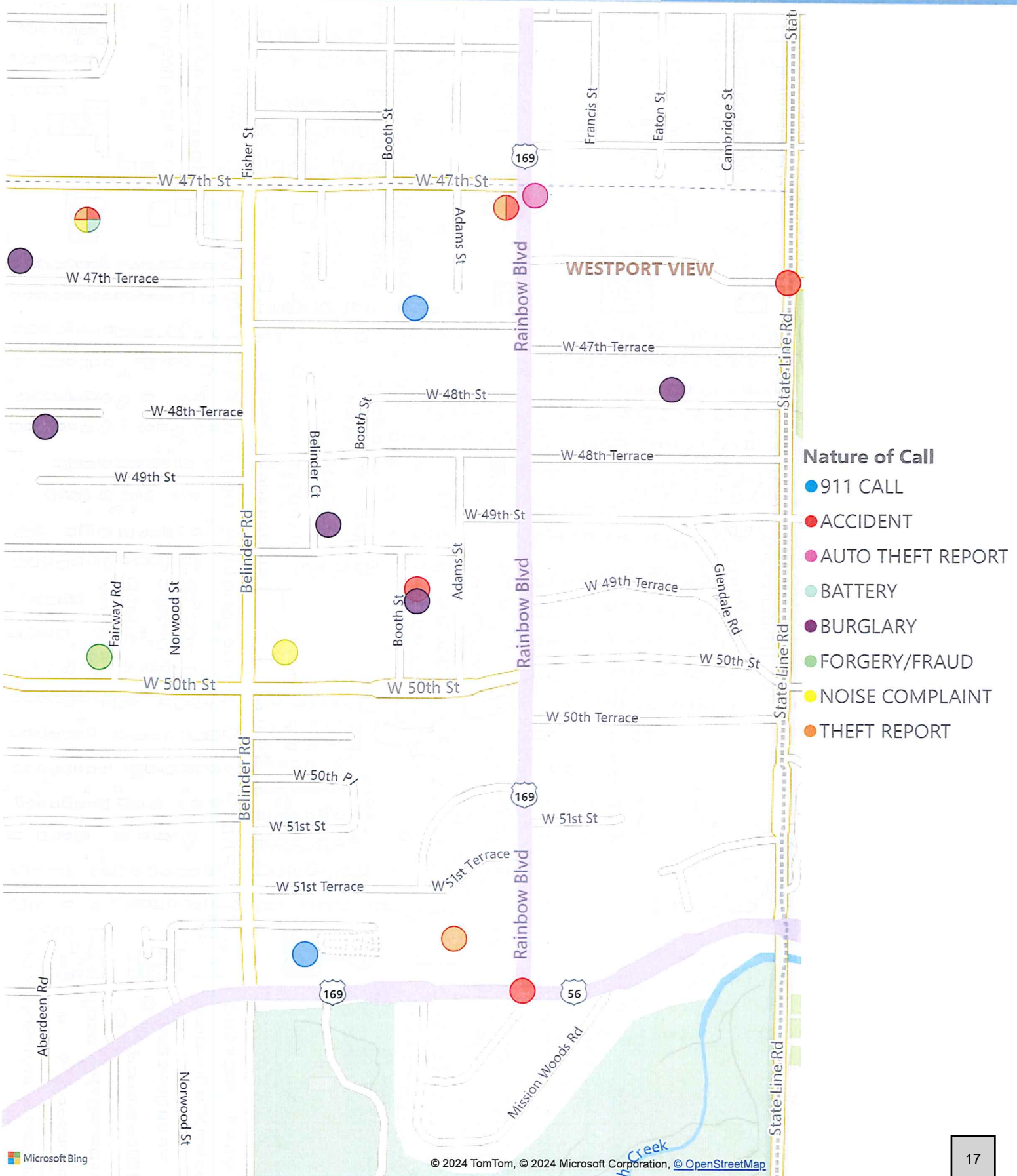
Westwood Police Department Westwood City Council Report

Item C. Section VIII, Item

9/1/2024



9/30/2024



Westwood Police Department Westwood City Council Report

Item C. Section VIII, Item

9/1/2024



9/30/2024



Case Number	Nature of Call	Summary
20240345	TRAFFIC	Reporting officer conducted traffic on a vehicle. Driver was found to be in possession of marijuana and paraphernalia.
20240346	TRAFFIC	Reporting officer conducted traffic on a vehicle. The driver was arrested and charged with DUI.
20240347	WARRANT SERVICE	Subject with a Westwood warrant was picked up from WYCO detention. Subject posted \$500 cash bond.
20240350	WARRANT SERVICE	Subject was arrested on a confirmed Westwood warrant. Subject was unable to post bond. Subject was transported to Olathe ADC for booking.
20240351	FORGERY/FRAUD	Reporting party stated that she received a concerning email that had picture of her neighbors yard and her personal information. The email was demanding that she send bit coin to a bank account.
20240353	THEFT REPORT	RP reported that someone had stolen a gun from the office at her mother's residence
20240354	ACCIDENT	V1 was eastbound on Shawnee Mission Parkway making a left turn to go northbound on Rainbow Blvd. D1 stated he had a yellow light and started his turn when V2 entered the intersection from westbound Shawnee Mission Parkway and both vehicles struck each other.
20240355	BURGLARY	The reporting party reported his work truck from BNSF was broken into and a computer and tools were stolen. There was no suspect information at the time of report.
20240356	ACCIDENT	Truck was exiting Walmart parking lot to go north on Mission RD.
20240357	ACCIDENT	Vehicle 1 was heading west bound near the 1900 block of West 47th Place when she left her lane of travel. Vehicle 2 was traveling east bound following the roadway.
20240359	TELEPHONE CALLS	Reporting officer confirmed and faxed Westwood warrant to Olathe ADC to be served to a subject in their custody.
20240361	WARRANT SERVICE	Responded to Wyandotte County Jail to pick up a subject on a Westwood traffic warrant. Subject posted bond at the police station & released with a new court date.
20240362	TRAFFIC	Officer stopped a car for traffic. The driver showed to have a valid Westwood traffic warrant. Subject paid her fine in full and was released at the scene.
20240363	STATION REPORT	Officer responded to station for a walk in identity theft report. It was determined there was no loss just subjects credit score being affected. Advised reporting party to contact credit bureaus and let them know of the activity.
20240366	WARRANT SERVICE	Responded to Lenexa PD traffic stop to serve a Westwood Warrant. Subject posted a modified cash bond and was released at the scene,
20240367	BATTERY	A Westwood officer was assisting a Roeland Park officer on a call when an intoxicated female became uncooperative and beligerant and resisted arrest and battered officers.
20240368	AUTO THEFT REPORT	Reporting officer investigated an auto theft from a parking lot.
20240369	BURGLARY	Reporting officer responded in reference to a auto burglary and criminal damage to property. There was no suspect information at the time of report. The investigation is ongoing.
20240371	TELEPHONE CALLS	Attempted Use of a stolen debit card from KC, KS at the Walmart Neighborhood Market in Westwood.
20240372	WARRANT SERVICE	Officer confirmed a WWPD warrant with Johnson County Sheriff's dispatch. Arrest report was made and warrant was faxed to Central booking.
20240374	BATTERY	Assist KC KS PD regarding an assault at 1889 Pizza
20240377	WARRANT SERVICE	Warrant arrest. Officer responded to 71st St adn Cherokee in Prairie Village and took subject into custody and transported to Olathe ADC.

Westwood Police Department Westwood City Council Report

Item C. Section VIII, Item

9/1/2024



9/30/2024



Case Number	Nature of Call	Summary
20240379	THEFT REPORT	Suspect pushed out a cart of groceries without paying. There is no suspect information or leads.
20240381	ACCIDENT	V1 was traveling north bound in the number 1 lane. V2 was traveling north bound in the number 2 lane.
20240383	ASSIST OUTSIDE AGENCY	Fairway Police Department requested an accident report involving their city property.
20240384	ACCIDENT	V1 was northbound on Booth picking up trash bins. When he was done at the address he pulled away from the curb and struck V2 as it was trying to go around V1.
20240387	TELEPHONE CALLS	Reporting officer transported an individual on a Westwood warrant to Olathe ADC.
20240388	BURGLARY	Reporting officer responded to take a report for an auto burglary. Several items were taken from the vehicle.
20240389	BURGLARY	Reporting officer responded to take a report for an attempted auto burglary. Vehicles rear driver side window was broken. No items taken from vehicle.



Westwood Police Department Westwood City Council Report

Item C. Section VIII, Item

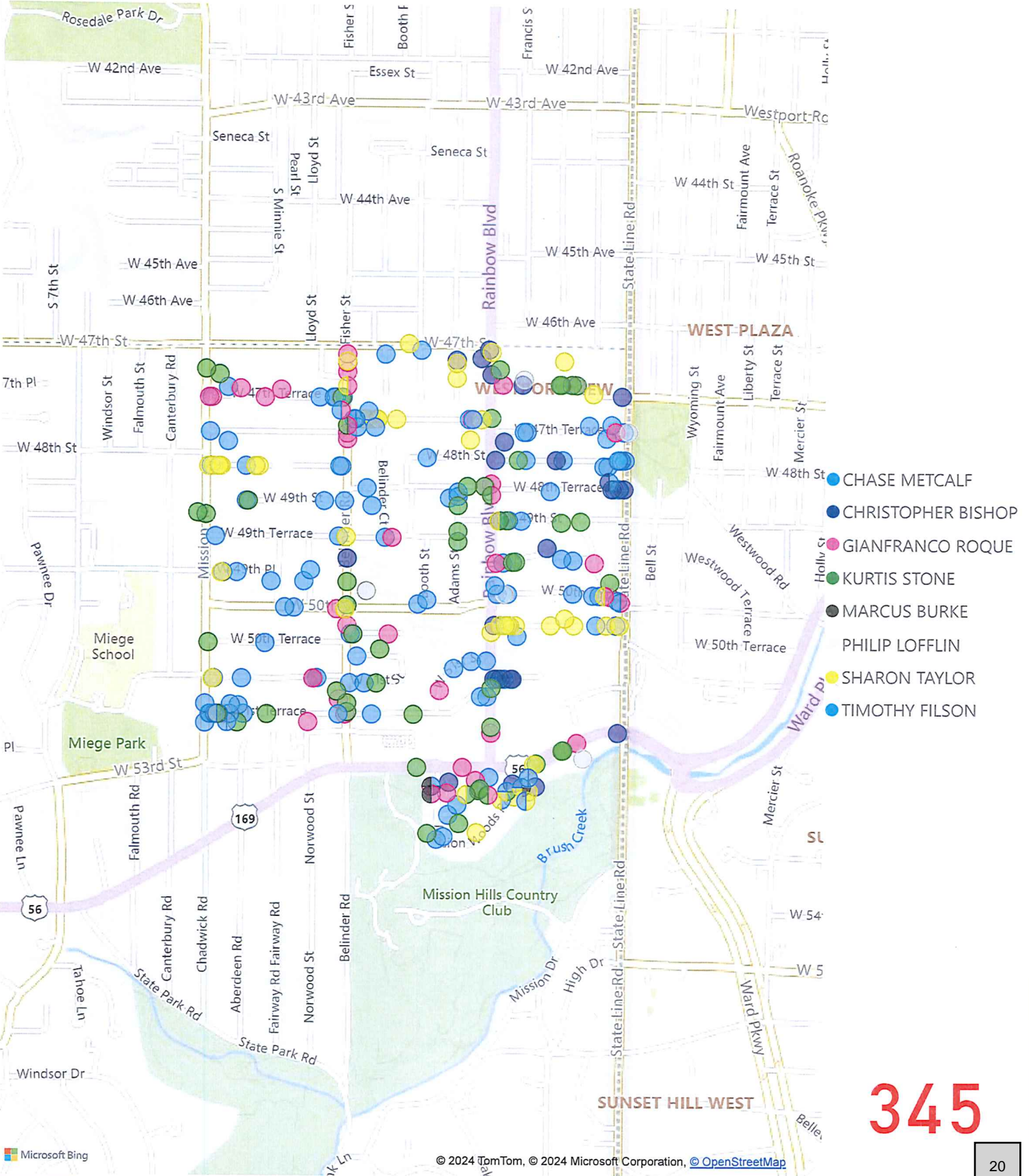
9/1/2024



9/30/2024



Area Checks by Officer



345

**City of Westwood
Treasurer's Report
09/30/24**

1. Balance Sheet by Fund – shows overall ending cash balances for the City by Fund.
 - a. Ending unencumbered cash through 09/30/24 was \$4,464,475. The September 30, 2023 balance was \$3,356,581. This is an increase in cash of \$1,107,894.
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 \$236,639. Total Revenue received through September 30, 2024, was \$3,040,866. The prior year revenue to date was \$2,641,255. Current year to date revenue is greater than the prior year revenue by \$399,611.
 - i. Taxes – Sales tax revenue received in September 2024 was \$102,585. Year to date tax revenue has increased over the prior year by \$43,510.
 - ii. Building permits revenue received in September 2024 was \$3,238. Total Revenue received through September 30, 2024 was \$50,250. Current year to date revenue is less than the prior year revenue by \$10,995.
 - iii. Fines collected by the City in September were \$12,372. The overall revenue collected in 2024 is greater than 2023 at this point by \$12,547.
 - iv. The City received interest income of \$8,580 in September. This is up \$11,710 in 2024 over 2023.
 - b. September expenditures totaled \$191,301. The year-to-date expenditures are \$2,812,266. This is an increase of \$708,225 over the prior year. This increase is due to transfers to other funds of \$670,242 to date.
 - i. General Overhead expenditures have an increase in current year expenditures by \$79,927 which is reflected in the professional fees up by \$12,118, Utilities increased by \$14,502 and the reimbursement of the sales tax on the TIF of \$50,346 which was expected.
 - c. Net Receipts Over Expenditures in the General Fund were \$228,600 for the year.
4. Other Funds – Current Month and Year to Date
 - a. CIP –Sales tax collections were \$31,902 for September with no expenditures.
 - b. Woodside TIF and CID fund received income of \$33,710.

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 September 30, 2024, 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

October 7, 2024



City of Westwood, Kansas
Statement of Assets, Liabilities and Fund Balance by Fund - Regulatory Basis
 As of September 30, 2024

	General Fund	Capital	Equipment	Stormwater	Special Highway	Woodside	Debt Service	All Funds
	09/30/2024	Improvements	Reserve Fund	Fund	Fund	TIF/CID Fund	Fund	09/30/2024
		Fund	09/30/2024	09/30/2024	09/30/2024	09/30/2024	09/30/2024	09/30/2024
Assets								
Current Assets								
Cash In Bank	524,546.21	327,633.38	28,451.92	328,909.44	215,002.93	382,193.67	108,917.80	1,915,655.35
Cash In Bank - Bond Fund	36,495.07	0.00	0.00	0.00	0.00	0.00	0.00	36,495.07
Cash In Bank - Woodside Village Acct	9.60	0.00	0.00	0.00	0.00	0.00	0.00	9.60
Petty Cash	339.00	0.00	0.00	0.00	0.00	0.00	0.00	339.00
Cash Charles Schwab 2843	700.69	0.00	0.00	0.00	0.00	0.00	0.00	700.69
Cash Charles Schwab 3099	483.75	1,451.25	483.75	241.88	0.00	967.49	0.00	3,628.12
Investment Charles Schwab 2843	1,007,555.21	0.00	0.00	0.00	0.00	0.00	0.00	1,007,555.21
Investment Charles Schwab 3099	199,508.57	600,269.31	200,089.77	100,044.88	0.00	400,179.54	0.00	1,500,092.07
Total Current Assets	1,769,638.10	929,353.94	229,025.44	429,196.20	215,002.93	783,340.70	108,917.80	4,464,475.11
Total Assets	\$ 1,769,638.10	\$ 929,353.94	\$ 229,025.44	\$ 429,196.20	\$ 215,002.93	\$ 783,340.70	\$ 108,917.80	\$ 4,464,475.11
Liabilities and Fund Balance								
Current Liabilities								
Woodside Village Deposits	9.19	0.00	0.00	0.00	0.00	0.00	0.00	9.19
Refundable Bond Deposits	35,639.99	0.00	0.00	0.00	0.00	0.00	0.00	35,639.99
Total Current Liabilities	35,649.18	0.00	0.00	0.00	0.00	0.00	0.00	35,649.18
Total Liabilities	35,649.18	0.00	0.00	0.00	0.00	0.00	0.00	35,649.18
Fund Balance								
Fund Balance	1,505,389.06	306,229.94	346,488.84	189,217.42	169,092.79	602,665.66	144,556.17	3,263,639.88
Fund Balance - Current Year	228,599.86	623,124.00	(117,463.40)	239,978.78	45,910.14	180,675.04	(35,638.37)	1,165,186.05
Total Fund Balance	1,733,988.92	929,353.94	229,025.44	429,196.20	215,002.93	783,340.70	108,917.80	4,428,825.93
Total Liabilities and Fund Balance	\$ 1,769,638.10	\$ 929,353.94	\$ 229,025.44	\$ 429,196.20	\$ 215,002.93	\$ 783,340.70	\$ 108,917.80	\$ 4,464,475.11

See accountants' compilation report.



City of Westwood, Kansas

Statement of Cash Flow - Regulatory Basis

For the One Month Ended September 30, 2024

	General Fund Month Ending 09/30/2024	Capital Improvements Fund Month Ending 09/30/2024	Equipment Reserve Fund Month Ending 09/30/2024	Stormwater Fund Month Ending 09/30/2024	Special Highway Fund Month Ending 09/30/2024	Woodside TIF/CID Fund Month Ending 09/30/2024	Debt Service Fund Month Ending 09/30/2024	All Funds Month Ending 09/30/2024
Unencumbered Cash, Beginning Period	1,732,945.32	894,836.47	228,153.76	425,284.97	215,002.93	749,631.20	108,013.45	4,353,868.10
Receipts								
Taxes	160,832.04	31,902.43	0.00	0.00	0.00	0.00	904.35	193,638.82
Fees and Licenses	23,313.38	0.00	0.00	0.00	0.00	0.00	0.00	23,313.38
Building Permits	3,237.50	0.00	0.00	0.00	0.00	0.00	0.00	3,237.50
Intergovernmental	27,137.41	0.00	0.00	0.00	0.00	0.00	0.00	27,137.41
Restricted Use	0.00	0.00	0.00	3,504.47	0.00	31,966.14	0.00	35,470.61
Fines	12,372.00	0.00	0.00	0.00	0.00	0.00	0.00	12,372.00
Reimbursements	1,156.41	0.00	0.00	0.00	0.00	0.00	0.00	1,156.41
Interest Earnings	8,580.24	2,615.04	871.68	435.84	0.00	1,743.36	0.00	14,246.16
Miscellaneous	10.29	0.00	0.00	0.00	0.00	0.00	0.00	10.29
Total Receipts	236,639.27	34,517.47	871.68	3,940.31	0.00	33,709.50	904.35	310,582.58
Expenditures								
Salary & Benefits	148,109.92	0.00	0.00	0.00	0.00	0.00	0.00	148,109.92
Employee Expenses	1,475.40	0.00	0.00	0.00	0.00	0.00	0.00	1,475.40
Professional Fees	3,208.55	0.00	0.00	0.00	0.00	0.00	0.00	3,208.55
General Operating Expenses	1,976.34	0.00	0.00	0.00	0.00	0.00	0.00	1,976.34
Utilities	34,788.66	0.00	0.00	0.00	0.00	0.00	0.00	34,788.66
Equipment and Maintenance	1,742.29	0.00	0.00	0.00	0.00	0.00	0.00	1,742.29
Street and Stormwater	0.00	0.00	0.00	29.08	0.00	0.00	0.00	29.08
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	191,301.16	0.00	0.00	29.08	0.00	0.00	0.00	191,330.24
Adjustments								
Increase / (Decrease) in Payables	(5,745.33)	0.00	0.00	0.00	0.00	0.00	0.00	(5,745.33)
Increase / (Decrease) in Refundable Bond Deposits	(2,900.00)	0.00	0.00	0.00	0.00	0.00	0.00	(2,900.00)
Total Adjustments	(8,645.33)	0.00	0.00	0.00	0.00	0.00	0.00	(8,645.33)
Ending Cash	\$ 1,769,638.10	\$ 929,353.94	\$ 229,025.44	\$ 429,196.20	\$ 215,002.93	\$ 783,340.70	\$ 108,917.80	\$ 4,464,475.11

CITY OF WESTWOOD, KANSAS

Supplementary Information



City of Westwood, Kansas
Statement of Receipts and Expenditures - Regulatory Basis
 General Fund
 For The Nine Months Ended September 30, 2024 and 2023

	Month Ending	Year To Date	Year To Date	Year Ending	
	09/30/2024	09/30/2024	09/30/2023	12/31/2024	12/31/2024
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
Receipts					
Taxes	\$ 160,832.04	\$ 1,903,862.24	\$ 1,836,722.21	\$ 2,110,854.00	\$ (206,991.76)
Fees and Licenses	23,313.38	329,999.07	358,828.75	472,200.00	(142,200.93)
Building Permits	3,237.50	50,249.86	61,244.71	160,000.00	(109,750.14)
Intergovernmental	27,137.41	243,137.99	231,571.39	325,100.00	(81,962.01)
Restricted Use	0.00	345,242.10	0.00	0.00	345,242.10
Fines	12,372.00	83,474.00	70,927.00	80,000.00	3,474.00
Reimbursements	1,156.41	5,945.88	498.67	0.00	5,945.88
Interest Earnings	8,580.24	43,007.16	31,297.10	50,000.00	(6,992.84)
Miscellaneous	10.29	34,009.97	50,165.54	5,250.00	28,759.97
Interfund Transfers	0.00	1,938.05	0.00	0.00	1,938.05
Total Receipts	236,639.27	3,040,866.32	2,641,255.37	3,203,404.00	(162,537.68)
Expenditures					
General Overhead					
Salary & Benefits	2,736.70	26,810.65	32,711.19	45,940.68	(19,130.03)
Employee Expenses	384.48	4,208.81	2,844.40	9,000.00	(4,791.19)
Professional Fees	821.50	217,173.60	205,056.46	260,250.00	(43,076.40)
General Operating Expenses	839.18	47,470.96	20,525.00	30,000.00	17,470.96
Utilities	31,818.14	179,897.74	165,395.77	287,295.60	(107,397.86)
Park and Events	0.00	6,051.94	7,066.24	14,750.00	(8,698.06)
Miscellaneous	0.00	50,346.24	0.00	30,000.00	20,346.24
Intergovernmental	0.00	0.00	18,434.00	20,000.00	(20,000.00)
Interfund Transfers	0.00	395,242.10	0.00	268,830.00	126,412.10
Total General Overhead	36,600.00	927,202.04	452,033.06	966,066.28	(38,864.24)
Administrative					
Salary & Benefits	37,286.98	341,229.91	389,293.49	480,100.00	(138,870.09)
Employee Expenses	535.00	10,818.06	4,946.63	14,500.00	(3,681.94)
Professional Fees	1,750.00	32,218.22	27,155.82	48,000.00	(15,781.78)
General Operating Expenses	302.01	1,335.37	2,833.98	2,500.00	(1,164.63)
Park and Events	0.00	0.00	515.00	0.00	0.00
Interfund Transfers	0.00	5,000.00	0.00	5,000.00	0.00
Total Administrative	39,873.99	390,601.56	424,744.92	550,100.00	(159,498.44)
Public Works					
Salary & Benefits	32,047.03	315,086.64	303,064.95	432,000.00	(116,913.36)
Employee Expenses	555.92	6,590.50	3,623.46	7,900.00	(1,309.50)
Professional Fees	0.00	1,030.00	20,570.00	17,000.00	(15,970.00)
General Operating Expenses	826.15	13,441.87	14,672.56	27,550.00	(14,108.13)
Utilities	1,024.64	6,919.04	13,264.19	19,580.00	(12,660.96)
Equipment and Maintenance	214.98	33,002.22	24,582.44	60,500.00	(27,497.78)
Interfund Transfers	0.00	200,000.00	0.00	200,000.00	0.00
Total Public Works	34,668.72	576,070.27	379,777.60	764,530.00	(188,459.73)
Police					
Salary & Benefits	76,039.21	732,562.83	722,303.69	999,500.00	(266,937.17)

See accountants' compilation report.



City of Westwood, Kansas
Statement of Receipts and Expenditures - Regulatory Basis
 General Fund
 For The Nine Months Ended September 30, 2024 and 2023

	Month Ending 09/30/2024	Year To Date 09/30/2024	Year To Date 09/30/2023	Year Ending 12/31/2024	
	<u>Actual</u>	<u>Actual</u>	<u>Prior Year</u>	<u>Current Budget</u>	<u>Over/(Under) Budget</u>
Employee Expenses	0.00	11,100.30	17,393.11	27,000.00	(15,899.70)
Professional Fees	637.05	9,543.28	7,281.92	34,000.00	(24,456.72)
General Operating Expenses	9.00	42,185.48	34,979.61	67,100.00	(24,914.52)
Utilities	0.00	2,068.04	1,953.73	4,500.00	(2,431.96)
Equipment and Maintenance	1,518.41	12,026.99	6,344.36	10,500.00	1,526.99
Park and Events	0.00	1,229.46	1,100.00	1,200.00	29.46
Interfund Transfers	0.00	70,000.00	0.00	70,000.00	0.00
Total Police	<u>78,203.67</u>	<u>880,716.38</u>	<u>791,356.42</u>	<u>1,213,800.00</u>	<u>(333,083.62)</u>
Parks & Rec					
General Operating Expenses	0.00	1,141.46	2,220.00	3,000.00	(1,858.54)
Utilities	1,945.88	15,211.80	19,163.28	30,000.00	(14,788.20)
Equipment and Maintenance	8.90	2,267.18	8,311.08	10,000.00	(7,732.82)
Park and Events	0.00	19,055.77	8,872.59	28,250.00	(9,194.23)
Total Parks & Rec	<u>1,954.78</u>	<u>37,676.21</u>	<u>38,566.95</u>	<u>71,250.00</u>	<u>(33,573.79)</u>
Non-Departmental					
Salary & Benefits	0.00	0.00	(8,476.24)	0.00	0.00
Miscellaneous	0.00	0.00	26,038.73	0.00	0.00
Total Non-Departmental	<u>0.00</u>	<u>0.00</u>	<u>17,562.49</u>	<u>0.00</u>	<u>0.00</u>
Total Expenditures	<u>191,301.16</u>	<u>2,812,266.46</u>	<u>2,104,041.44</u>	<u>3,565,746.28</u>	<u>(753,479.82)</u>
Receipts Over (Under) Expenditures	<u>\$ 45,338.11</u>	<u>\$ 228,599.86</u>	<u>\$ 537,213.93</u>	<u>\$ (362,342.28)</u>	<u>\$ 590,942.14</u>

See accountants' compilation report.



City of Westwood, Kansas
Statement of Receipts and Expenditures - Regulatory Basis
 Other Funds
 For The One Month Ended September 30, 2024

Other Funds

	Capital Improvements Fund Month To Date 09/30/2024 Actual	Equipment Reserve Fund Month To Date 09/30/2024 Actual	Stormwater Fund Month To Date 09/30/2024 Actual	Special Highway Fund Month To Date 09/30/2024 Actual	Woodside TIF/CID Fund Month To Date 09/30/2024 Actual	Debt Service Fund Month To Date 09/30/2024 Actual
Receipts						
Taxes						
Ad Valorem Tax	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 334.17
City Sales & Use Tax - Special	31,902.43	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Tax	0.00	0.00	0.00	0.00	0.00	570.18
Total Taxes	31,902.43	0.00	0.00	0.00	0.00	904.35
Restricted Use						
Stormwater Utility Fee	0.00	0.00	3,504.47	0.00	0.00	0.00
WV CID-1	0.00	0.00	0.00	0.00	20,302.79	0.00
WV CID-2	0.00	0.00	0.00	0.00	11,663.35	0.00
Interest Earnings	2,615.04	871.68	435.84	0.00	1,743.36	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	34,517.47	871.68	3,940.31	0.00	33,709.50	904.35
Expenditures						
Street and Stormwater						
Stormwater Expense	0.00	0.00	29.08	0.00	0.00	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	0.00	29.08	0.00	0.00	0.00
Receipts Over (Under) Expenditures	\$ 34,517.47	\$ 871.68	\$ 3,911.23	\$ 0.00	\$ 33,709.50	\$ 904.35

See accountants' compilation report.



City of Westwood, Kansas
Statement of Receipts and Expenditures - Regulatory Basis
 Other Funds
 For The Nine Months Ended September 30, 2024

Other Funds

	Capital Improvements Fund Year To Date 09/30/2024 Actual	Equipment Reserve Fund Year To Date 09/30/2024 Actual	Stormwater Fund Year To Date 09/30/2024 Actual	Special Highway Fund Year To Date 09/30/2024 Actual	Woodside TIF/CID Fund Year To Date 09/30/2024 Actual	Debt Service Fund Year To Date 09/30/2024 Actual
Receipts						
Taxes						
Ad Valorem Tax	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 19,148.48
City Sales & Use Tax - Special	278,805.34	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Tax	0.00	0.00	0.00	0.00	0.00	1,306.91
Restricted Use						
Stormwater Utility Fee	0.00	0.00	243,681.44	0.00	0.00	0.00
State Hwy Maintenance	0.00	0.00	0.00	11,104.95	0.00	0.00
Special Highway Fund Revenue	0.00	0.00	0.00	35,066.57	0.00	0.00
WV Ad Valorem Tax	0.00	0.00	0.00	0.00	488,381.00	0.00
WV CID-1	0.00	0.00	0.00	0.00	208,221.13	0.00
WV CID-2	0.00	0.00	0.00	0.00	90,757.58	0.00
Reimbursements	9,786.00	0.00	0.00	0.00	0.00	0.00
Interest Earnings	2,615.04	871.68	435.84	0.00	1,743.36	0.00
Interfund Transfers	345,242.10	325,000.00	0.00	0.00	0.00	0.00
Total Receipts	636,448.48	325,871.68	244,117.28	46,171.52	789,103.07	20,455.39
Expenditures						
Professional Fees	1,050.00	0.00	0.00	0.00	0.00	0.00
Equipment and Maintenance						
Repairs & Maint Leaf Truck	0.00	0.00	213.15	0.00	0.00	0.00
Repairs & Maint Streets	0.00	0.00	0.00	261.38	0.00	0.00
Stone Wall Repairs	11,380.00	0.00	0.00	0.00	0.00	0.00
Machinery & Equipment Purchase	0.00	443,036.92	0.00	0.00	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	3,776.27	0.00	0.00	0.00
Miscellaneous						
UMB TIF Payment	0.00	0.00	0.00	0.00	454,134.33	0.00
UMB CID Payment	0.00	0.00	0.00	0.00	153,697.37	0.00
Interest on GO Bond	0.00	0.00	0.00	0.00	0.00	36,293.76
Interfund Transfers	894.48	298.16	149.08	0.00	596.33	0.00
Total Expenditures	13,324.48	443,335.08	4,138.50	261.38	608,428.03	56,093.76
Receipts Over (Under) Expenditures	\$ 623,124.00	\$ (117,463.40)	\$ 239,978.78	\$ 45,910.14	\$ 180,675.04	\$ (35,638.37)

See accountants' compilation report.



City of Westwood, Kansas
Summary of Expenditures - Actual and Budget
Regulatory Basis
For The Nine Months Ended September 30, 2024

	<u>Certified Budget</u>	<u>Expenditures Chargeable to Current Year</u>	<u>Difference Over/(Under)</u>
Expenditures			
General Fund	3,565,746.28	2,812,266.46	(753,479.82)
Capital Improvements Fund	361,976.00	13,324.48	(348,651.52)
Equipment Reserve Fund	741,414.00	443,335.08	(298,078.92)
Stormwater Fund	194,516.00	4,138.50	(190,377.50)
Special Highway Fund	10,000.00	261.38	(9,738.62)
Woodside TIF/CID Fund	623,562.00	608,428.03	(15,133.97)
Debt Service Fund	231,837.50	56,093.76	(175,743.74)
Total Expenditures	<u>5,729,051.78</u>	<u>3,937,847.69</u>	<u>(1,791,204.09)</u>

See accountants' compilation report.



QUARTERLY PORTFOLIO REPORT

QUARTER ENDING SEPTEMBER 30, 2024

TOTAL INVESTMENTS	\$2,518,940	12-MONTH FORWARD INCOME PROJECTION	\$99,176
CHANGE FROM PRIOR QUARTER	\$2,518,940 ↑	CHANGE FROM PRIOR QUARTER	\$99,176 ↑
PORTFOLIO YIELD ON COST	4.87%	1-YEAR TREASURY YIELD	3.98% ↓
CHANGE FROM PRIOR QUARTER	4.87% ↑	2-YEAR TREASURY YIELD	3.66% ↓

Reporting Period	Market Value	Yield on Cost	Duration	12-Month Income
As of September 30, 2024	\$ 2,518,940	4.87%	237 Days	\$ 99,176
As of June 30, 2024				

COUNCIL ACTION FORM

Meeting Date: October 10, 2024

Staff Contact: John Sullivan

Agenda Item: Consider Agreement with the City of Roeland Park and Fairway, Kansas for Public Improvement of Mission Road from 47th Street to 53rd Street

Background/Description of Item

The Mission Road corridor is the City boundary between Westwood and Roeland Park, with Fairway bordering both cities to the south. All three cities desire to construct public improvements to Mission Road to include public sidewalks where required, curb & gutter improvements where required, a mill & overlay within the project limits, pavement marking, stormwater improvements, street lighting and other related work, including adding Complete Streets elements (painted bike lanes, new and improved pedestrian crossings, sidewalk lighting, etc.). In September 2023, Roeland Park and Westwood entered into an original Interlocal Agreement between themselves, in substantially similar form as is now being presented. The exception to that substantial similarity is the cost split now that Fairway is being included in the improvements; the cost was to be split 50/50 between the two cities and will now be split proportionally between the cities based on improvements in and to each city, respectively.

Staff Comments/Recommendation

The Public Works Directors of Fairway, Roeland Park, and Westwood are currently working with the utility companies through this current design engineering phase of the project. There are still several unknowns and uncertainties that are being addressed one-by-one as utility companies cut into the ground to see what is where. This could result in necessary changes to the plan; however, all three cities are working hard to execute the plans as previously reviewed and accepted by each Governing Body.

Staff recommends Council authorize the Mayor to sign the Agreement.

Budget Impact

As of the date of this Agreement, the estimated cost of construction and engineering services for the Improvements covered by this Agreement, exclusive of the cost of right-of-way or easement acquisition is \$2,485,278. Pursuant to the CARS Agreement, the maximum amount of County CARS funding to help pay a portion of the cost of the improvements is \$1,283,000.00, and is currently estimated at \$1,156,339.00.

Westwood has \$571,524 budgeted in the Capital Improvement (CIP) Fund for this project between 2024 design engineering and 2025 construction. Westwood's most up-to-date estimated portion of the project cost is \$570,129, as identified in the Agreement before the Council for consideration.

Suggested Motion

I move to authorize the Mayor to execute the Agreement with the City of Roeland Park and Fairway, Kansas for Public Improvement of Mission Road from 47th Street to 53rd Street.

AGREEMENT AMONG THE CITY OF ROELAND PARK KANSAS, THE CITY OF WESTWOOD, KANSAS, AND THE CITY OF FAIRWAY, KANSAS, FOR THE PUBLIC IMPROVEMENT OF MISSION ROAD FROM 47TH STREET TO 53RD STREET

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and among the **City of Roeland Park, Kansas** (hereinafter "Roeland Park"), the **City of Westwood, Kansas** (hereinafter "Westwood") and the **City of Fairway, Kansas** (hereinafter "Fairway"), each party having been organized and now existing under the laws of the State of Kansas (hereinafter Roeland Park, Westwood and Fairway may be referred to singularly as the "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties hereto have determined it is in their best interest to make certain public improvements to **Mission Road**, as such improvements are hereinafter described and defined as the Improvements;

WHEREAS, the Parties are also jointly applying to the Board of County Commissioners of Johnson County, Kansas (the "County") for funding through a CARS Agreement pursuant to which the Improvements constitute an eligible project under the County Assistance Road System Program ("CARS");

WHEREAS, the governing bodies of each of the Parties hereto have determined to enter into this Agreement for the aforesaid public improvement, as authorized and provided by K.S.A. 12-2908 which authorizes any municipality to contract with any other municipality to perform any government service, activity or undertaking that each contracting municipality is authorized by law to perform;

WHEREAS, the governing bodies of Roeland Park and Westwood entered into an original Interlocal Agreement between themselves on September 5, 2023 and September 14, 2023, respectively, in substantially similar form as to now the obligations of those partners;

WHEREAS, the Governing Body of Fairway was not a party to that September 2023 Interlocal Agreement and the Parties desire now to include the City of Fairway in this Agreement and to terminate the previous Interlocal Agreement;

WHEREAS, the Governing Body of Fairway did approve and authorize its mayor to execute this Agreement by official vote of the Governing Body on the ____ day of _____, 20__; and

WHEREAS, the Governing Body of Roeland Park did approve and authorize its mayor to execute this Agreement by official vote of the Governing Body on the ____ day of _____, 20__; and

WHEREAS, the Governing Body of Westwood did approve and authorize its mayor to execute this Agreement by official vote of the Governing Body on the ____ day of _____, 20__.

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

1. PURPOSE OF AGREEMENT. The Parties hereto enter into this Agreement for the purpose of constructing those public improvements to **Mission Road from 47th Street to 53rd Street**, including a public sidewalk, a mill and overlay within the project limits, pavement marking, concrete repairs, stormwater improvements, street lighting and other related work (collectively, the "Improvements").

2. ESTIMATED PROJECT COST.

- A. As of the date of this Agreement, the estimated cost of construction and engineering services for the Improvements covered by this Agreement, exclusive of the cost of right-of-way or easement acquisition, is Two Million Four Hundred Eighty-Five Thousand Two hundred and Seventy-Eight Dollars and zero cents (\$2,485,278).
- B. The cost of making the Improvements shall include:
- (1) Labor and material used in making the Improvements; and
 - (2) Such other expenses which are necessary in making the Improvements, exclusive of the cost of acquiring real property and any improvement thereon for the location of the Improvements. These expenses include engineering survey, design, bidding, construction services, and material testing.
- C. Pursuant to the CARS Agreement, the Parties anticipate receipt of County CARS funding in the maximum amount of One Million Two Hundred Eighty Three Thousand and 00/100 Dollars (\$1,283,000.00), currently estimated at One Million One Hundred Fifty Six Thousand Three Hundred Thirty Nine Dollars and 00/100 Dollars (\$1,156,339.00) to help pay a portion of the cost of the Improvements. Notwithstanding anything in this Agreement to the contrary, in the event such funding is not made available for the Improvements, then either Roeland Park, Fairway, or Westwood may terminate this Agreement upon written notice to the other Parties.
- D. The remaining cost of making the said Improvements shall be distributed among the Parties as follows:
- (1) Roeland Park shall pay for the quantities constructed in the City of Roeland Park, (the "Roeland Park Share") of the local share balance of said Improvements, estimated as of the date of this Agreement to be **\$748,954.55** after County CARS expenditures settled.
 - (2) Westwood shall pay for the quantities constructed in the City of Westwood, (the "Westwood Share") of the local share balance of said Improvements, estimated as of the date of this Agreement to be **\$570,129.27** after County CARS expenditures settled.
 - (3) Fairway shall pay for the quantities constructed in the City of Fairway, (the "Fairway Share") of the local share balance of said Improvements, estimated as of the date of this Agreement to be **\$24,989.37** after County CARS expenditures settled.
 - (4) Each Party shall pay the cost of financing and/or bonding its share of the project cost.

3. FINANCING. Roeland Park, Westwood, and Fairway shall each pay its portion of the cost with monies budgeted and appropriated funds.

4. ROELAND PARK ADMINISTRATION OF PROJECT. It is acknowledged and understood among the Parties that since there are three separate municipalities included within the proposed Improvements, it would be beneficial for one of the municipalities to have primary responsibility

for the project to provide for the orderly design and construction of the Improvements. However, all Parties shall have the right of review and comment on project decisions at any time throughout duration of this Agreement, and any subsequent agreements hereto. The Improvements shall be constructed, and the work administered by Roeland Park acting by and through the Roeland Park Director of Public Works (hereinafter the "PW Director"), who shall be the principal public official designated to administer the Improvements. The PW Director shall, among his or her several duties and responsibilities, assume and perform the following:

- A. Make all contracts for the Improvements, including soliciting bids by publication in the official newspaper of Roeland Park. In the solicitation of bids, the most favorable bid shall be determined by Roeland Park administering the project and the Governing Body of Roeland Park approving the lowest responsible bidder for the project, except that the Governing Body of Westwood and Fairway reserve the right to reject the successful bidder in the event that the bid price exceeds the engineer's estimate. If all bids exceed the estimated cost of the Improvements, then either Roeland Park, Westwood, or Fairway shall have the right to reject the bid. In such case, the project shall be rebid at a later date.
- B. Upon completion of the Improvements, the PW Director shall submit to Westwood and Fairway a final accounting of all costs incurred in making the Improvements for the purpose of apportioning the same among the Parties as provided herein.
- C. Roeland Park shall require performance and completion bonds for the Improvements from all contractors performing work on this Improvements (the "Contractors") and require that all Contractors discharge and satisfy any mechanics or materialman's liens that may be filed.
- D. Roeland Park shall require that any Contractor provide a two-year performance and maintenance bond for the Improvements. As "Project Administrator," Roeland Park will, upon request of Westwood and/or Fairway, make any claim upon the maintenance bond or performance bond and require that the Contractor fully perform all obligations under the performance and maintenance bonds, and this obligation shall survive the termination of this Agreement and shall be in force and effect for the full term of the performance and maintenance bond.
- E. Roeland Park shall cause to be inserted in all contracts for construction a requirement that the Contractor defend, indemnify and save Westwood, Fairway and Roeland Park harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the acts or omissions of the Contractor and the performance of its contract.
- F. Roeland Park shall cause to be inserted into all contracts for construction a requirement that the Contractor observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*).
- G. To the fullest extent permitted by law, including but not limited to K.S.A. 16-121, as amended from time to time, Roeland Park will cause any Contractor to name Westwood and Fairway as additional insureds on all insurance policies and as additional obligees on bonds issued for the Improvements; provided that any such "additional insured" coverage shall (1) be on a primary and noncontributory basis with respect to each Party's own coverage and (notwithstanding any general limits of insurance described in the contracts for construction) provide limits to each Party of no more (and no less) than \$500,000 per

occurrence, (2) contain a "severability of interests" or "separation of insureds" feature, and (3) not provide insurance for any Party's own negligence or intentional acts or omissions.

5. REIMBURSEMENT OF COSTS. Roeland Park will pay all project costs owed to any Contractor, as those costs become due. Roeland Park shall submit to Westwood and Fairway on or before the 10th day of each month, or as received, estimates of accrued costs of constructing the Improvements for the month immediately preceding the month the statement of costs is received along with any supporting documentation that substantiates such costs; provided that Westwood and Fairway shall within thirty (30) days after receipt of a statement of costs as aforesaid, remit the Westwood and Fairway Share of the accrued costs to Roeland Park. Any costs accrued by Roeland Park in 2024 will be invoiced to Westwood in January 2025 with the above remittance terms.
6. CONSTRUCTION OBSERVATION. Roeland Park shall provide construction observation and administration services for the Improvements. Roeland Park shall be responsible for ensuring compliance with contract specifications under any contract for construction of the Improvements. The Westwood and Fairway Public Works Directors, or such directors' designees, shall promptly report any deviation from any contract specifications or any inappropriate construction practices relating to work within their respective municipal boundaries to the Roeland Park Public Works Director. Roeland Park will take all reasonable actions to inform the Westwood and Fairway Public Works Directors of project status and any deviation from any contract specifications or inappropriate construction practices relating to work within the Westwood and Fairway municipal boundaries.
7. DURATION AND TERMINATION OF AGREEMENT. The Parties hereto agree that except for the obligations of Roeland Park which may arise after completion of the Improvements as set forth in Section 4.D above, this Agreement shall exist until the completion of the Improvements. Upon completion of the project, Roeland Park shall notify Westwood and Fairway of the completion in writing. Westwood and Fairway, as soon thereafter as reasonably possible, shall inspect the work, and if it determines it is satisfactory, shall so notify Roeland Park in writing; upon such notification, Westwood and Fairway shall have no further obligation under this Agreement and this Agreement shall be deemed terminated. In the event Westwood and/or Fairway fails to notify Roeland Park of its acceptance or rejection of the work within thirty (30) days after receipt of Roeland Park's notice of completion, the work shall be deemed accepted.
8. PLACING AGREEMENT IN FORCE. The administering body described in Section 4 hereof shall cause this Agreement to be executed in triplicate. Each Party hereto shall receive a duly executed copy of this Agreement for its official records.
7. AMENDMENTS. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by all Parties.
8. JURISDICTION; NATURE OF THE AGREEMENT. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in the District Court of Johnson County, Kansas. The Parties understand this Agreement is a contract between municipalities authorized pursuant to K.S.A. 12-2908 and is therefore not an interlocal cooperation agreement under the provisions of K.S.A. 12-2901 *et seq.*
9. CASH BASIS AND BUDGET LAWS. The right of the Parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1101 *et seq.*), the Budget Law (K.S.A. 79-2925 *et seq.*), and other laws of the State of Kansas. This Agreement shall be construed and

interpreted in such a manner as to ensure the Parties shall at all times remain in conformity with such laws.

10. AMENDMENT TO CARRY OUT INTENT. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the Parties shall take such reasonable measures including but not limited to reasonable amendment of this Agreement, to cure such invalidity where the invalidity contradicts the clear intent of the Parties in entering into this Agreement; provided, however, nothing herein is intended to bind a future governing body of the Parties in a manner prohibited by the laws of the State of Kansas.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

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

CITY OF ROELAND PARK, KANSAS

By: _____
Michael Poppa, Mayor

ATTEST:

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

Steve Mauer, City Attorney

CITY OF WESTWOOD, KANSAS

By: _____
David E. Waters, Mayor

ATTEST:

Abby Schneweis, City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF FAIRWAY, KANSAS

By: _____
Melanie Hepperly, Mayor

ATTEST:

Abbie Aldridge, City Clerk

APPROVED AS TO FORM:

City Attorney

COUNCIL ACTION FORM

Meeting Date: October 10, 2024

Staff Contact: Leslie Herring

Agenda Item: Consider Contract for Code Enforcement Services with Roeland Park

Background/Description of Item

As of August 29th, the City has been unexpectedly without a Building Official/Codes Administrator and the City Clerk and City Administrator have been covering the duties with outside assistance from the City of Roeland Park through an active mutual aid agreement for Building Official services. Although the City has an existing on-call professional services agreement with both GBA and IBTS to provide on-call Building Official services, the City Administrator recommends entering into a contract with the City of Roeland Park for Codes Enforcement Services on an as-needed basis (no retainer nor flat fee is being recommended at this time). This relationship is expected to continue through the end of the year and will be monitored and assessed to determine long-term feasibility of contracting for services.

Staff Comments/Recommendation

Westwood currently provides Codes Enforcement services to the cities of Mission Woods and Westwood Hills, which are invoiced monthly at an hourly rate. These relationships are being reconsidered in light of the possibility that Westwood does not currently have an in-house Codes Administrator (Codes Enforcement Officer) and is exploring indefinitely contracting-out this work. Effective immediately – and for at least the remainder of 2024 – Mission Woods and Westwood Hills have been directed by the Westwood City Administrator to contract directly with Roeland Park or another service provider of their choice for these services.

The budgeted and approved seasonal/part-time position in the Administration Department is being crafted with this change in personnel in mind. It is expected this seasonal/part-time position will be developed in 2024 Q4 and posted and hired in 2025 Q1.

Budget Impact

The budget impact of this change in staffing is currently unknown. The City Administrator intends to consider 2024 Q4 (October – December 2024) as a trial or pilot period and will assess in 2025 Q1 (January – March) the actual and forecasted budget impact of continuing with a fully-contracted Codes Enforcement Officer.

Suggested Motion

I move to authorize the Mayor to enter into a Contract for Code Enforcement Services with the City of Roeland Park as approved by the City Attorney and presented in the meeting materials.

CONTRACT FOR CODE ENFORCEMENT SERVICES

This Contract for Codes Enforcement Services (the “Agreement”) is made this ____ day of _____, 2024, between the City of Roeland Park, Kansas, a municipal corporation (herein “Roeland Park”), and the City of Westwood, Kansas, a municipal corporation (herein “Westwood” or “City”).

WHEREAS, in the opinion of the governing bodies of Roeland Park and Westwood, it is to the mutual benefit and general welfare of the persons and properties of both municipalities to cooperate in the provision of codes enforcement and rental property inspection services for the two cities; and

WHEREAS, this Agreement constitutes a contract between municipalities pursuant to K.S.A. 12-2908 to perform a governmental service, activity or undertaking which each party hereto is authorized by law to perform and accordingly shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901, *et seq.*, and amendments thereto;

NOW THEREFORE, Roeland Park and Westwood, in consideration of the above and foregoing, their mutual promises, and other good and valuable consideration, have agreed, and by these presents do agree, as follows:

1. Services Provided. Roeland Park shall provide codes enforcement and property inspection services to Westwood on an as-requested basis. Codes enforcement services shall include, but are not limited to: routine, or unscheduled/scheduled on-site inspections of specific, complaint-based structure/property issues, each with the goal of establishing consistent ordinance compliance among the structures/properties within the City. (Rental property inspection services are not included.) These efforts may also include the interpretation of ordinances and issues and may lead to the preparation of reports, meetings with neighbors, and/or meetings with the governing body/staff on an as-needed basis; provided, however, that any consultation with regard to the interpretation of City ordinances shall be with the Westwood City Administrator.

2. Cost of Services. Codes enforcement inspection services shall be performed by the Building Official, Building Inspector, or Code Enforcement Officer of the City of Roeland Park. For codes enforcement and property inspection services provided to Westwood, Westwood shall pay to Roeland Park an hourly rate equal to the actual hourly compensation cost and benefits of the staff performing the duties plus 15% for overhead. The 2024 hourly rate for Code Enforcement Officer hours is \$53.56. The 2025 hourly rate is \$55.75. These hourly rates will be adjusted periodically to reflect changes in compensation costs as they occur. Roeland Park shall notify Westwood of any change in compensation costs as soon as reasonably possible, but in no event less than 30 days prior to such change becoming effective.

3. Employees of Roeland Park. Notwithstanding anything to the contrary, the Building Official and/or Code Enforcement Officer of Roeland Park, and Roeland Park’s agents, employees, representatives, or independent contractors, shall remain subject to the exclusive supervision and control of the City Administrator of the City of Roeland Park, and shall be deemed

employees of Roeland Park at all times. However, the City Administrator of Westwood or his or her designee may give any person providing the services contemplated herein such information as is reasonably necessary to discharge the inspection and other services contemplated herein, and as further provided herein.

4. Indemnification. Roeland Park agrees to indemnify Westwood and any official, employee, or representative of Westwood, and hold them harmless for any costs or liability incurred in connection with the provision of services under this Agreement, except that Westwood agrees to indemnify Roeland Park and hold it harmless for any liability incurred in connection with the provision of any services under this Agreement only to the extent liability is attributed to the fault or negligence of Westwood and said liability arises from a policy, practice, or directive of the City of Westwood or any official, employee, or representative of Westwood. Westwood's indemnification of Roeland Park shall not extend to other bases for liability, including, but not limited to, liability predicated upon any imputed or vicarious form of liability or upon the fact that services provided under this Agreement took place within the city limits of the City of Westwood, unless the basis for such liability lies within a policy, practice, or direction of Westwood. Notwithstanding the foregoing, the parties agree that neither party shall have the obligation to indemnify the other party for acts for which the other city would otherwise be immune under the Kansas Tort Claims Act (K.S.A. 75-6104, *et seq.*), and amendments thereto, nor will the indemnity obligations set forth herein act as a waiver of either city's protections under such provisions. Further, any liability of either city shall be subject to the liability limitations under K.S.A. 75-6105, and amendments thereto. Additionally, and notwithstanding anything set forth herein to the contrary, the parties specifically agree that the terms of this section, and the terms of this Agreement, shall be subject to and limited by the Kansas Cash Basis Law (K.S.A. 10-1101, *et seq.*), and amendments thereto, and the Kansas Budget Law (K.S.A. 75-2935, *et seq.*), and amendments thereto.

This indemnity obligation includes the obligation to defend, or provide the cost of defense, to the indemnitee provided that the indemnitee complies with the requirements of any applicable contract of insurance providing for the provision of a defense or for the cost of defense. Indemnitee will provide a written representation to the insurance provider indicating that indemnitee shall: (1) cooperate with the insurer in the investigation, settlement or defense of the claim or suit; (2) immediately send the insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or suit; (3) notify any other insurer whose coverage is available to the indemnitee; (4) cooperate with the insurer with respect to coordinating other applicable insurance available to the indemnitee; (5) provide the insurer with written authorization to obtain records and other information related to the claim or suit; and (6) provide written authorization to the insurer to conduct and control the defense of the indemnitee in such claim or suit. Upon the assertion of any claim related in any way to the provision of services under this Agreement, the party who has received such claim shall promptly provide written notice of such claim to the other party.

5. Insurance. Roeland Park agrees to obtain and maintain throughout the duration of this agreement, motor vehicle liability coverage, as well as comprehensive liability and property damage insurance coverage, with limits of not less than \$1,000,000 for each act and not less than

\$2,000,000 aggregate per occurrence, naming Westwood as an additional insured on such policy of insurance. The cost of adding Westwood as an additional insured shall be paid by Westwood. Roeland Park also agrees to maintain workers' compensation coverage for any Roeland Park employee operating under this agreement.

6. Effective Date. This agreement shall be effective upon approval and execution by both agencies and shall thereafter automatically renew annually with mutual consent of both parties; provided, however, that either party hereto shall have the right to cancel and annul this Agreement by giving sixty (60) days' advance written notice to the other party by certified mail. This Agreement may not be assigned by either party.

7. Westwood' Responsibility. Westwood shall be responsible for establishing and maintaining a budget to cover all anticipated expenses hereunder. It will also be responsible for passing along information on code violation complaints to Roeland Park Neighborhood Services staff and informing Roeland Park staff of any ordinances that would change Chapter 5 of the Westwood Code.

8. Payment for Services. Payment for services hereunder will be due after receipt by Westwood of an itemized invoice. Normally, if an invoice is received seven (7) days prior to a Westwood City Council meeting, payment will be made within seven (7) days thereafter. If an invoice remains unpaid 90 days after presentation, Roeland Park may decline to provide any further service under this Agreement until the delinquency is cured.

9. Default. The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of the Agreement. Either party shall have thirty (30) days after receipt of written notice from the other party of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

10. Rights and Remedies. In the event of any breach hereunder and after the lapse of the cure period set forth in Section 9 above, the non-breaching party shall have all the rights and remedies available under the law or at equity. The rights and remedies of the parties hereto shall not be mutually exclusive but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

11. Governing Law, Jurisdiction and Venue. All questions with respect to the construction of this Agreement and all rights and liabilities of the parties hereto shall be governed by the laws of the State of Kansas. The sole and exclusive venue for any legal action in any way premised upon the rights and responsibilities of the parties under this Agreement shall be within the District Court of Johnson County, Kansas. The parties do hereby stipulate to jurisdiction within the District Court of Johnson County, Kansas.

12. Notices. Any written notice which must or may be given relating to this Agreement shall be sufficient if deposited in the United States Mail, postage prepaid, via certified mail, addressed to the City Administrator of the city to which notice is being provided, with copies to the City Clerk and City Attorney of such city.

13. Cities Properly Authorized. By executing this Agreement each city certifies to the other that it has taken the necessary actions and is properly authorized to enter into this Agreement. The cities mutually agree to do all acts necessary and proper to carry out the applicable provisions of this Agreement.

14. General Provisions.

a. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

b. Amendment. This Agreement may be modified only by a writing signed by each of the parties hereto.

c. Binding Effect. To the extent permitted by law, this Agreement shall bind the parties and their respective successors and assigns.

d. Captions. The captions of the various sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

IN WITNESS WHEREOF, the Mayor of Roeland Park, Kansas, has signed this agreement on behalf of the City of Roeland Park, Kansas, and the Mayor of the City of Westwood, Kansas has signed such agreement on behalf of the City of Westwood, Kansas.

CITY OF ROELAND PARK, KANSAS

CITY OF WESTWOOD, KANSAS

By: _____
Michael Poppa, Mayor

By: _____
David E. Waters, Mayor

ATTEST:

ATTEST:

Kelley Nielsen, City Clerk

Abby Schneweis, City Clerk

APPROVED AS TO FORM:

Steve Mauer, City Attorney

Date: _____

APPROVED AS TO FORM:

Ryan Denk, City Attorney

Date: _____

COUNCIL ACTION FORM

Meeting Date: October 10, 2024

Staff Contact: Curtis Mansell, Chief of Police

Agenda Item: Consider [renewal of] Public Safety Services Agreement with Mission Woods

Background/Description of Item

Westwood provides public safety and municipal court services to the City of Mission Woods and has done so for at least the past 40 years. The current Agreement between the cities is dated September 2015. Mission Woods desires – and Westwood assents – to continuing to contract for the provision of police services to Mission Woods for a fee.

Staff Comments/Recommendation

The Agreement was last renewed in September 2015 and, at that time, the fee was adjusted to a flat fee of \$125,000 per year. As there was and is no annual automatic adjustment to the fee amount, this flat fee has remained static for the past 10 years, and has not accounted for increases in the true cost to operate a police department borne by Westwood, specifically relating to increases in wages, benefits, gas, and associated other materials and labor.

It is the intention of Westwood to begin to conduct an annual review and renewal of the Agreement, with the next review planned for Spring 2025, in preparation for the 2026 fiscal year budget preparation.

Budget Impact

The proposed change to the annual flat fee reflects a 15% increase from the current [10-year-old] rate and would increase the rate from \$125,000 to \$143,750 for fiscal year 2025. This proposed adjustment is intended to begin an annually recurring incremental step-up of the fee amount to more accurately reflect the true cost to Westwood to provide police and court services.

Suggested Motion

I move to authorize the Mayor to sign the Public Safety Services Agreement with the City of Mission Woods for the period from January 1 – December 31, 2025.

PUBLIC SAFETY SERVICE AGREEMENT

This agreement (the "Agreement") is made on the ____ day of _____ 2024 by and between the City of Westwood, Kansas, a Municipal Corporation (hereinafter "Westwood"), and the City of Mission Woods, Kansas, a Municipal Corporation (hereinafter "Mission Woods") (collectively referred to as "Cities").

WHEREAS, Westwood has provided basic police services to Mission Woods pursuant to traditional past practices mutual aid, and pursuant to separate written agreements;

WHEREAS, the Cities have negotiated and desire to memorialize their agreement with respect to the provision of basic police services within a written document;

WHEREAS, in the opinion of the governing bodies of the Cities, it is to the mutual benefit and general welfare of the persons and properties of both municipalities to continue to cooperate and consolidate in the provision of basic police services by Westwood to Mission Woods;

WHEREAS, this Agreement constitutes a contract between municipalities pursuant to K.S.A. 12-2908 to perform a governmental service, activity or undertaking which each party hereto is authorized by law to perform and accordingly shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901, et seq., and amendments thereto;

WHEREAS, the governing bodies of Westwood and Mission Woods entered into an Interlocal Agreement between themselves in September 2015 in substantially similar form as to now the obligations of those partners.

NOW THEREFORE, Westwood and Mission Woods, in consideration of the above and foregoing, their mutual promises, and for other good and valuable consideration, have agreed, and by these presents do agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to memorialize the agreement between the parties with respect to Westwood's provision of police protection service to Mission Woods and for compensation for Westwood's services.

2. **Services Provided.** Westwood will provide or will cause to be provided basic police services ("Services") to Mission Woods. Without otherwise limiting the definition thereof, basic police services shall include routine patrol, traffic law enforcement, accident investigation and reports, initial response to the report of crimes committed within the City, and response to emergency calls for assistance.

Supplemental Services ("Supplemental Services"), including special and supplemental patrolling, shall be excluded from the definition of basic police services. To the extent requested by Mission Woods, and subject to the availability of officers and equipment to provide such Supplemental Services, Westwood shall provide such Supplemental Services for Mission

Woods, on a time and equipment usage basis at an hourly rate mutually agreed upon between the parties, Westwood shall account monthly to

Mission Woods for such overtime enforcement showing the number of hours worked by its officers, the number of citations issued, the potential revenue to Mission Woods and the cost of such enhanced enforcement or extra services for Mission Woods. Westwood will budget for the provision of such Supplemental Services or otherwise account for such Supplemental Services so long as such Supplemental Services are being requested and paid for by Mission Woods.

The Cities understand and agree that investigative services have historically been provided by the Johnson County Sheriff's Department and the parties anticipate that such investigative services shall continue to be provided by the Sheriff's Department during the term of this Agreement.

Costs associated with the provision of a court clerk for the docketing of traffic and other violations of the Mission Woods' ordinances and codes; maintaining a system to record such violations and convictions and the required reporting therefore; and interfacing with the public in collecting fines and court costs for violations and accounting for such fines and court costs and depositing the amount collected in the bank account of Mission Woods in a timely manner shall be included within the Services provided by Westwood under this Agreement. Costs associated with the provision of other court services including provision of the prosecutor, judge, defense attorney for indigent defendants for each City's respective municipal court and jail fees, are excluded from the Services provided under this Agreement. If Mission Woods fails to provide such other court services, it is agreed that Mission Woods' ordinances will not be enforced by Westwood. Similarly, the costs associated with animal control and crossing guard services are funded outside of this Agreement and are also excluded from the Services provided under this Agreement.

3. **Compensation.** Compensation for the basic police services provided under this Agreement shall be in the amount of \$143,750.00 per year for the calendar year 2025 to be paid by Mission Woods to Westwood. Such annual payment shall be due and payable on a monthly basis following the submission of an invoice or bill from Westwood to Mission Woods. The cost of Supplemental Services as provided for within paragraph 2 shall be in addition to this \$143,750.00 annual payment. Any Supplemental Services will be itemized and reflected on the monthly invoice or bill from Westwood. Any invoice or bill which is received by Mission Woods by the 1st day of any month will be paid by the 30th day of that month. Any invoice or bill received after the 1st day of any month will be paid by the day of the following month.

4. **Performance of Police Services.** The Cities expressly agree as follows with respect to the police Services provided under this Agreement:

a. This Agreement and the duties and responsibilities within this Agreement do not detract from or place any restrictions upon any individual officer's exercise of discretion in the performance of his or her duties.

b. The duties and responsibilities within this Agreement are intended to create a contractual relationship between the Cities and such duties and responsibilities do not give rise to any duties or responsibilities to any third parties or any individuals or entities who are not a party to this Agreement.

c. This Agreement and the duties and responsibilities stated within this Agreement do not give rise to any special relationship or duty to any individual or entity that is not a party to this Agreement.

d. This Agreement and the duties and responsibilities stated within this Agreement do not impose any duty owed to any individual or entity who is not a party to this Agreement with respect to the enforcement of or the failure to enforce the law.

e. This Agreement is not intended to abrogate any of the privileges, immunities or other provisions, which are expressly reserved by the Cities, as stated within the Kansas Tort Claims Act, K.S.A. 75-6101, et seq.

f. This Agreement is not intended to abrogate any immunity held by individual officers who are providing Services or Supplemental Services pursuant to this Agreement, which immunities are expressly recognized and to the extent that such immunities can be reserved by the Cities, such immunities are expressly reserved.

g. This Agreement constitutes an express grant of authority by Mission Woods to Westwood to engage in police protection services and law enforcement activities anywhere within the city limits of Mission Woods to the same extent that officers employed by Westwood would be authorized to engage in similar police services within the city limits of Westwood, and to the extent necessary, the terms of this Agreement constitute a continuing request for assistance and a request for mutual aid from Mission Woods to Westwood relating to the provision of police services within the city limits of Mission Woods.

h. Nothing within this Agreement shall preclude Westwood from requesting assistance or referring any matter to another law enforcement agency.

5. **Officers As Employees of Westwood.** In providing police Services and Supplemental Services hereunder, the Police Department of Westwood, its officers, agents, employees, representatives, or independent contractors shall remain subject to the exclusive supervision and control of Westwood.

Accordingly, Westwood retains the exclusive right to direct the work of its employees performing work under the terms of this Agreement. The manner and method by which police Services and Supplemental Services are provided under this Agreement shall remain in the exclusive control of Westwood. Nothing in this Agreement shall be construed as creating an employment relationship between Mission Woods and any officers and/or employees of Westwood providing police Services or Supplemental Services pursuant to the terms of this Agreement.

6. **Relationship of the Parties.** The method, means, manner, personnel and equipment by which police Services or Supplemental Services are provided under this Agreement shall remain in the exclusive control of Westwood. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a separate legal entity whether such entity may be an administrative entity, joint venture, partnership, formal or informal business association, or formal or informal organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

7. **Indemnification.** Westwood agrees to indemnify Mission Woods and any official, employee, or representative of Mission Woods and hold them and each of them harmless for any costs or liability incurred in connection with the provision of police Services or Supplemental Services under this Agreement, except that Mission Woods agrees to indemnify Westwood and hold it harmless for any liability incurred in connection with the provision of any police Services or Supplemental Services under this Agreement only to the extent liability is attributed to the fault or negligence of Mission Woods and said liability arises from a policy, practice, or directive of the City of Mission Woods or any official, employee or representative of Mission Woods. Mission Woods' indemnification of Westwood shall not extend to other bases for liability, including, but not limited to, liability predicated upon any imputed or vicarious form of liability, or upon the fact that police Services or Supplemental Services took place within the city limits of the City of Mission Woods, unless the basis for such liability arises from a policy, practice, or direction of Mission Woods,

This indemnity obligation includes the obligation to defend or provide the cost of defense to the indemnitee provided that the indemnitee complies with the requirements of any applicable contract of insurance providing for the provision of a defense or for the cost of defense. Indemnitee will provide a written representation to the insurance provider indicating that indemnitee shall: (1) cooperate with the insurer in the investigation, settlement or defense of the claim or suit; (2) immediately send the insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or suit; (3) notify any other insurer whose coverage is available to the indemnitee; (4) cooperate with the insurer with respect to coordinating

other applicable insurance available to the indemnitee; (5) provide the insurer with written authorization to obtain records and other information related to the claim or suit; and, (6) provide written authorization to the insurer to conduct and control the defense of the indemnitee in such claim or suit. Upon the assertion of any claim related in any way to the provision of police Services or Supplemental Services under this Agreement, the party who has received such claim shall promptly provide written notice of such claim to the other party.

8. **Insurance.** Westwood agrees to obtain law enforcement liability protection insurance coverage with limits of not less than \$1,000,000 for each wrongful act and not less than \$2,000,000 aggregate per occurrence, naming Mission Woods as an additional insured on such policy of insurance. The cost of adding Mission Woods as an additional insured shall be paid by Mission Woods.

9. **Duration and Termination of Agreement.** This Agreement shall be effective from January 1, 2025 through December 31, 2025, at which time the Agreement shall be automatically renewable from year to year unless one party provides notice to the other party of their intent to terminate the Agreement. Any such notice of intent to terminate this Agreement shall be provided in writing between April 1st and June 1st for services to be rendered in the following calendar year to enable the parties to appropriately budget. Neither party shall assign this Agreement, and a purported assignment shall immediately terminate the Agreement.

10. **Default.** The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of the Agreement. Either party shall have thirty (30) days after receipt of written notice from the other party of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time, if corrective action is commenced within ten (10) days after receipt of the notice.

11. **Rights and Remedies.** In the event of any breach hereunder and after the lapse of the cure period as per Section 10 above the non-breaching party shall have all the rights and remedies available under the law. The rights and remedies of the parties hereto shall not be mutually exclusive but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

12. **Governing Law, Jurisdiction and Venue.** All questions with respect to the construction of this Agreement and all rights and liabilities of the parties hereto shall be governed by the laws of the State of Kansas. The sole and exclusive venue for any legal action in any way premised upon the rights and responsibilities of the parties under this Agreement shall be within the District Court of Johnson County, Kansas. The parties do hereby stipulate to jurisdiction and venue within the District Court of Johnson County, Kansas.

13. **Notices.** Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed, postage prepaid, certified mail, in the United States mail addressed to the Mayor of the City to whom notice is being provided with copies to the City Clerk and City Attorney of such City.

14. **Cities Properly Authorized.** By executing this Agreement, each city certifies to the other that it has taken the necessary actions and is properly authorized to enter into this Agreement. The Cities mutually agree to do all acts necessary and proper to carry out the applicable provisions of this Agreement.

15. **General Provisions.**

a. **Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

b. **Amendment.** This Agreement may be modified only by a writing signed by each of the parties hereto.

c. **Binding Effect.** To the extent permitted by law, this Agreement shall bind the parties and their respective successors and assigns.

d. **Captions.** The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

IN WITNESS WHEREOF, the Mayor of Westwood, Kansas, has signed this Agreement on behalf of the City of Westwood, and the Mayor of the City of Mission Woods, Kansas, has signed this Agreement on behalf of the City of Mission Woods, Kansas.

City of Westwood, Kansas

By: _____
David E. Waters, Mayor

ATTEST:

Abby Schneweis, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

City of Mission Woods, Kansas

By: _____
Robert Tietze, Mayor

ATTEST:

Shelley Floyd, City Clerk

APPROVED AS TO FORM

Jeff Deane, City Attorney

COUNCIL ACTION FORM

Meeting Date: October 10, 2024

Staff Contact: Curtis Mansell, Chief of Police

Agenda Item: Consider [renewal of] Public Safety Services Agreement with Westwood Hills

Background/Description of Item

Westwood provides public safety and municipal court services to the City of Westwood Hills and has done so for at least the past 30 years. The current Agreement between the cities is dated November 11, 2020. Westwood Hills desires – and Westwood assents – to continuing to contract for the provision of police services to Westwood Hills for a fee.

Staff Comments/Recommendation

The Agreement was last renewed in November 2020 and, at that time, the fee was adjusted to a flat fee of \$163,000 per year. As there was and is no annual automatic adjustment to the fee amount, this flat fee has remained static for the past 4 years, and has not accounted for increases in the true cost to operate a police department borne by Westwood, specifically relating to increases in wages, benefits, gas, and associated other materials and labor.

It is the intention of Westwood to begin to conduct an annual review and renewal of the Agreement, with the next review planned for Spring 2025, in preparation for the 2026 fiscal year budget preparation.

Budget Impact

The proposed change to the annual flat fee reflects a 15% increase from the current [4-year-old] rate and would increase the rate from \$163,000 to \$187,450 for fiscal year 2025. This proposed adjustment is intended to begin an annually recurring incremental step-up of the fee amount to more accurately reflect the true cost to Westwood to provide police and court services.

Suggested Motion

I move to authorize the Mayor to sign the Public Safety Services Agreement with the City of Westwood Hills for the period from January 1 – December 31, 2025.

PUBLIC SAFETY SERVICE AGREEMENT

This agreement (the "Agreement") is made on the ____ day of _____ 2024 by and between the City of Westwood, Kansas, a Municipal Corporation (hereinafter "Westwood"), and the City of Westwood Hills, Kansas, a Municipal Corporation (hereinafter "Westwood Hills") (collectively referred to as "Cities").

WHEREAS, Westwood has provided basic police services to Westwood Hills pursuant to traditional past practices mutual aid, and pursuant to separate written agreements;

WHEREAS, the Cities have negotiated and desire to memorialize their agreement with respect to the provision of basic police services within a written document;

WHEREAS, in the opinion of the governing bodies of the Cities, it is to the mutual benefit and general welfare of the persons and properties of both municipalities to continue to cooperate and consolidate in the provision of basic police services by Westwood to Westwood Hills;

WHEREAS, this Agreement constitutes a contract between municipalities pursuant to K.S.A. 12-2908 to perform a governmental service, activity or undertaking which each party hereto is authorized by law to perform and accordingly shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901, et seq., and amendments thereto;

WHEREAS, the governing bodies of Westwood and Westwood Hills entered into an Interlocal Agreement between themselves on November 11, 2020 in substantially similar form as to now the obligations of those partners.

NOW THEREFORE, Westwood and Westwood Hills, in consideration of the above and foregoing, their mutual promises, and for other good and valuable consideration, have agreed, and by these presents do agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to memorialize the agreement between the parties with respect to Westwood's provision of police protection service to Westwood Hills and for compensation for Westwood's services.

2. **Services Provided.** Westwood will provide or will cause to be provided basic police services ("Services") to Westwood Hills. Without otherwise limiting the definition thereof, basic police services shall include routine patrol, traffic law enforcement, accident investigation and reports, initial response to the report of crimes committed within the City, and response to emergency calls for assistance.

Supplemental Services ("Supplemental Services"), including special and supplemental patrolling, shall be excluded from the definition of basic police services. To the extent requested by Westwood Hills, and subject to the availability of officers and equipment to provide such Supplemental Services, Westwood shall provide such Supplemental Services for Westwood

Hills, on a time and equipment usage basis at an hourly rate mutually agreed upon between the parties, Westwood shall account monthly to

Westwood Hills for such overtime enforcement showing the number of hours worked by its officers, the number of citations issued, the potential revenue to Westwood Hills and the cost of such enhanced enforcement or extra services for Westwood Hills. Westwood will budget for the provision of such Supplemental Services or otherwise account for such Supplemental Services so long as such Supplemental Services are being requested and paid for by Westwood Hills.

The Cities understand and agree that investigative services have historically been provided by the Johnson County Sheriff's Department and the parties anticipate that such investigative services shall continue to be provided by the Sheriff's Department during the term of this Agreement.

Costs associated with the provision of a court clerk for the docketing of traffic and other violations of the Westwood Hills' ordinances and codes; maintaining a system to record such violations and convictions and the required reporting therefore; and interfacing with the public in collecting fines and court costs for violations and accounting for such fines and court costs and depositing the amount collected in the bank account of Westwood Hills in a timely manner shall be included within the Services provided by Westwood under this Agreement. Costs associated with the provision of other court services including provision of the prosecutor, judge, defense attorney for indigent defendants for each City's respective municipal court and jail fees, are excluded from the Services provided under this Agreement. If Westwood Hills fails to provide such other court services, it is agreed that Westwood Hills' ordinances will not be enforced by Westwood. Similarly, the costs associated with animal control and crossing guard services are funded outside of this Agreement and are also excluded from the Services provided under this Agreement.

3. **Compensation.** Compensation for the basic police services provided under this Agreement shall be in the amount of \$187,450.00 per year for the calendar year 2025 to be paid by Westwood Hills to Westwood. Such annual payment shall be due and payable on a monthly basis following the submission of an invoice or bill from Westwood to Westwood Hills. The cost of Supplemental Services as provided for within paragraph 2 shall be in addition to this \$187,450.00 annual payment. Any Supplemental Services will be itemized and reflected on the monthly invoice or bill from Westwood. Any invoice or bill which is received by Westwood Hills by the 1st day of any month will be paid by the 30th day of that month. Any invoice or bill received after the 1st day of any month will be paid by the day of the following month.

4. **Performance of Police Services.** The Cities expressly agree as follows with respect to the police Services provided under this Agreement:

a. This Agreement and the duties and responsibilities within this Agreement do not detract from or place any restrictions upon any individual officer's exercise of discretion in the performance of his or her duties.

b. The duties and responsibilities within this Agreement are intended to create a contractual relationship between the Cities and such duties and responsibilities do not give rise to any duties or responsibilities to any third parties or any individuals or entities who are not a party to this Agreement.

c. This Agreement and the duties and responsibilities stated within this Agreement do not give rise to any special relationship or duty to any individual or entity that is not a party to this Agreement.

d. This Agreement and the duties and responsibilities stated within this Agreement do not impose any duty owed to any individual or entity who is not a party to this Agreement with respect to the enforcement of or the failure to enforce the law.

e. This Agreement is not intended to abrogate any of the privileges, immunities or other provisions, which are expressly reserved by the Cities, as stated within the Kansas Tort Claims Act, K.S.A. 75-6101, et seq.

f. This Agreement is not intended to abrogate any immunity held by individual officers who are providing Services or Supplemental Services pursuant to this Agreement, which immunities are expressly recognized and to the extent that such immunities can be reserved by the Cities, such immunities are expressly reserved.

g. This Agreement constitutes an express grant of authority by Westwood Hills to Westwood to engage in police protection services and law enforcement activities anywhere within the city limits of Westwood Hills to the same extent that officers employed by Westwood would be authorized to engage in similar police services within the city limits of Westwood, and to the extent necessary, the terms of this Agreement constitute a continuing request for assistance and a request for mutual aid from Westwood Hills to Westwood relating to the provision of police services within the city limits of Westwood Hills.

h. Nothing within this Agreement shall preclude Westwood from requesting assistance or referring any matter to another law enforcement agency.

5. **Officers As Employees of Westwood.** In providing police Services and Supplemental Services hereunder, the Police Department of Westwood, its officers, agents, employees, representatives, or independent contractors shall remain subject to the exclusive supervision and control of Westwood.

Accordingly, Westwood retains the exclusive right to direct the work of its employees performing work under the terms of this Agreement. The manner and method by which police Services and Supplemental Services are provided under this Agreement shall remain in the exclusive control of Westwood. Nothing in this Agreement shall be construed as creating an employment relationship between Westwood Hills and any officers and/or employees of Westwood providing police Services or Supplemental Services pursuant to the terms of this Agreement.

6. **Relationship of the Parties.** The method, means, manner, personnel and equipment by which police Services or Supplemental Services are provided under this Agreement shall remain in the exclusive control of Westwood. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a separate legal entity whether such entity may be an administrative entity, joint venture, partnership, formal or informal business association, or formal or informal organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

7. **Indemnification.** Westwood agrees to indemnify Westwood Hills and any official, employee, or representative of Westwood Hills and hold them and each of them harmless for any costs or liability incurred in connection with the provision of police Services or Supplemental Services under this Agreement, except that Westwood Hills agrees to indemnify Westwood and hold it harmless for any liability incurred in connection with the provision of any police Services or Supplemental Services under this Agreement only to the extent liability is attributed to the fault or negligence of Westwood Hills and said liability arises from a policy, practice, or directive of the City of Westwood Hills or any official, employee or representative of Westwood Hills. Westwood Hills' indemnification of Westwood shall not extend to other bases for liability, including, but not limited to, liability predicated upon any imputed or vicarious form of liability, or upon the fact that police Services or Supplemental Services took place within the city limits of the City of Westwood Hills, unless the basis for such liability arises from a policy, practice, or direction of Westwood Hills,

This indemnity obligation includes the obligation to defend or provide the cost of defense to the indemnitee provided that the indemnitee complies with the requirements of any applicable contract of insurance providing for the provision of a defense or for the cost of defense. Indemnitee will provide a written representation to the insurance provider indicating that indemnitee shall: (1) cooperate with the insurer in the investigation, settlement or defense of the claim or suit; (2) immediately send the insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or suit; (3) notify any other insurer whose coverage is available to the indemnitee; (4) cooperate with the insurer with respect to coordinating

other applicable insurance available to the indemnitee; (5) provide the insurer with written authorization to obtain records and other information related to the claim or suit; and, (6) provide written authorization to the insurer to conduct and control the defense of the indemnitee in such claim or suit. Upon the assertion of any claim related in any way to the provision of police Services or Supplemental Services under this Agreement, the party who has received such claim shall promptly provide written notice of such claim to the other party.

8. **Insurance.** Westwood agrees to obtain law enforcement liability protection insurance coverage with limits of not less than \$1,000,000 for each wrongful act and not less than \$2,000,000 aggregate per occurrence, naming Westwood Hills as an additional insured on such policy of insurance. The cost of adding Westwood Hills as an additional insured shall be paid by Westwood Hills.

9. **Duration and Termination of Agreement.** This Agreement shall be effective from January 1, 2025 through December 31, 2025, at which time the Agreement shall be automatically renewable from year to year unless one party provides notice to the other party of their intent to terminate the Agreement. Any such notice of intent to terminate this Agreement shall be provided in writing between April 1st and June 1st for services to be rendered in the following calendar year to enable the parties to appropriately budget. Neither party shall assign this Agreement, and a purported assignment shall immediately terminate the Agreement.

10. **Default.** The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of the Agreement. Either party shall have thirty (30) days after receipt of written notice from the other party of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time, if corrective action is commenced within ten (10) days after receipt of the notice.

11. **Rights and Remedies.** In the event of any breach hereunder and after the lapse of the cure period as per Section 10 above the non-breaching party shall have all the rights and remedies available under the law. The rights and remedies of the parties hereto shall not be mutually exclusive but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

12. **Governing Law, Jurisdiction and Venue.** All questions with respect to the construction of this Agreement and all rights and liabilities of the parties hereto shall be governed by the laws of the State of Kansas. The sole and exclusive venue for any legal action in any way premised upon the rights and responsibilities of the parties under this Agreement shall be within the District Court of Johnson County, Kansas. The parties do hereby stipulate to jurisdiction and venue within the District Court of Johnson County, Kansas.

13. **Notices.** Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed, postage prepaid, certified mail, in the United States mail addressed to the Mayor of the City to whom notice is being provided with copies to the City Clerk and City Attorney of such City.

14. **Cities Properly Authorized.** By executing this Agreement, each city certifies to the other that it has taken the necessary actions and is properly authorized to enter into this Agreement. The Cities mutually agree to do all acts necessary and proper to carry out the applicable provisions of this Agreement.

15. **General Provisions.**

a. **Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

b. **Amendment.** This Agreement may be modified only by a writing signed by each of the parties hereto.

c. **Binding Effect.** To the extent permitted by law, this Agreement shall bind the parties and their respective successors and assigns.

d. **Captions.** The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

IN WITNESS WHEREOF, the Mayor of Westwood, Kansas, has signed this Agreement on behalf of the City of Westwood, and the Mayor of the City of Westwood Hills, Kansas, has signed this Agreement on behalf of the City of Westwood Hills, Kansas.

City of Westwood, Kansas

By: _____
David E. Waters, Mayor

ATTEST:

Abby Schneweis, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

City of Westwood Hills, Kansas

By: _____
Rosemary Podrebarac, Mayor

ATTEST:

Beth O'Bryan, City Clerk

APPROVED AS TO FORM

Jim Orr, City Attorney

COUNCIL ACTION FORM

Meeting Date: October 10, 2024
Staff Contact: Abby Schneweis, City Clerk

Agenda Item: Consider Resolution No. 134-2024 adopting a Master Fee Schedule

Background / Description of Item

In January 2023 the City engaged in a recodification process for the City Code. As part of the recodification process, which is expected to conclude before the end of 2024, all fee amounts have been removed and language has been added to adopt such fees by Resolution.

Staff Comments

Currently there is no comprehensive document listing various fees collected by the City. The change in the language in the City Code to adopt fees by a Resolution will allow the City to update fees on a more regular basis and keep up with the local market.

Staff have been researching fee schedules for neighboring cities to prepare the proposed fee schedule. If approved, the fee schedule would be effective starting January 1, 2025. Staff plans to review and update the fee schedule on a yearly basis during the budget adoption process.

Staff Recommendation

Review a draft of Resolution 134-2024 with attached fee schedule and provide comments to finalize the fee schedule to adopt at the November City Council meeting.

Suggested Motion:
No suggested motion.

RESOLUTION NO. 134-2024

A RESOLUTION ADOPTING A NEW COMPREHENSIVE FEE SCHEDULE

WHEREAS, the City of Westwood, Kansas, finds it necessary to update its fee schedule to reflect current costs and to ensure adequate revenue for the provision of city services; and

WHEREAS, the City Council has reviewed and approved a new comprehensive fee schedule;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Westwood, Kansas, that the new comprehensive fee schedule, attached hereto as Exhibit A, is hereby adopted; and

BE IT FURTHER RESOLVED, that the new fee schedule shall become effective on January 1, 2025; and

BE IT FURTHER RESOLVED, that if any section, subsection, sentence, clause, or phrase of this resolution is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this resolution.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Westwood, Kansas on this 14th day of November, 2024.

David E. Waters, Mayor

ATTEST: _____
Abby Schneweis, City Clerk

RESOLUTION 134-2024
EXHIBIT A



City of Westwood Kansas
Schedule of Fees
Effective January 1, 2025

Administration Office

Licenses		
Business License	Home Occupation	\$25.00
	Less than 5,000 sq. ft.	\$100.00
	5,000 - 9,999 sq. ft.	\$200.00
	10,000 - 49,999 sq. ft.	\$400.00
	50,000 - 99,999 sq. ft.	\$700.00
	100,000 - 199,999 sq. ft.	\$1,100.00
	200,000 and up	\$1,600.00
	Indoor/Outdoor Recreational Facility	\$350.00
	Additional Massage Therapy Establishment Fee	75.00
	Additional CMB On Premise Occupational Fee	\$50.00
	Additional CMB Off Premise Occupational Fee	\$100.00
	Alcoholic liquor sales on + off premise occupational fee	\$300.00
Rental License	Annual Renewal	\$50.00 Per Property
New Goods Public Auction License		\$25.00 per day
Business License Non-Payment Penalty	any sum not less than \$150.00, nor more than \$500.00 for each offense	
Massage Therapist License	Annual Renewal	\$40.00
Solicitor's License	Background Check	\$25.00/application
Request for Public Record Inspection or Copy		

Records	Inspection of open records	Actual Cost of staff time
	Copying	\$0.50/sheet
	Certified	\$1.00/document
	Faxing	\$0.50/Sheet
	Mailing	USPS Standard Rate
Storm Water		
		\$2.50 per 500 sq. ft.
<p>*An Equivalent Dwelling Unit (EDU) is calculated as 2,800 square feet of impervious surface area. For example, 30,000 square feet of impervious surface area would equate to 10.7 EDUs (30,000 divided by 2,800 = 10.7). Credit against the non-single family residential fee is available for sites that have a stormwater management basin. More information about the credit program is available by contacting the Public Works Department.</p>		
Miscellaneous		
General Penalty		Not to exceed \$1,000.00
Compensation (Up to four absences per calendar year)	Mayor	\$700.00, monthly
	City Councilmember	\$250.00, monthly
Governing Body Absentee		\$100.00 per offense
Notary	Westwood Residents	No Charge
	Non-Residents	\$10.00/Signature
Emergency Proclamation Violation		\$500.00
Public Notice Publication		Actual cost of publication
Animal Running At Large	First Offense	\$50.00 plus boarding costs
	Any proceeding offenses	\$200.00
Animal Nuisance		\$500.00

Building, Planning, & Zoning

Building Permits – Residential & Commercial		
\$1-1,000	\$50.00 up to	\$1,000
\$1,001-5,000	\$50.00 for the first	\$1,000 plus \$17.50 for each additional \$1,000 or fraction thereof to and including \$5,000
\$5,001-25,000	\$120.00 for the first	\$5,000 plus \$13.50 for each additional \$1,000 or fraction thereof to \$25,000

						and including
\$25,001-50,000	\$390.00	for the first	\$25,000	plus	\$9.00	for each additional \$1,000 or fraction thereof to and including \$50,000
\$50,001-100,000	\$615.00	for the first	\$50,000	plus	\$5.00	for each additional \$1,000 or fraction thereof to and including \$100,000
\$100,001-500,000	\$865.00	for the first	\$100,000	plus	\$4.00	for each additional \$1,000 or fraction thereof to and including \$500,000
\$500,001-1,000,000	\$2,465.00	for the first	\$500,000	plus	\$3.00	for each additional \$1,000 or fraction thereof to and including \$1,000,000
\$1,000,001 and more	\$3,965.00	for the first	\$1,000,000	plus	\$2.00	for each additional \$1,000 or fraction thereof
Rezoning						
				Permit Fee		Plan Review Fee
Residential				\$200.00		Actual cost of contractual services incurred by City
Commercial				\$300.00		Actual cost of contractual services incurred by City
Variance						
				\$90.00		
Waiver/Exception						
				\$90.00		
Plats						
Preliminary				\$100.00 + \$5.00 Per Lot		Actual cost of contractual services incurred by City

Final		\$100.00 + \$5.00 Per Lot	Actual cost of contractual services incurred by City
Lot Modifications			
Lot split; sub-division	Five or fewer	\$100.00	
	More than five	\$150.00	Actual cost of contractual services incurred by City
Lot Consolidation	Lot Consolidation - Non-Residential	\$40 per lot for 1st two lots and \$20 per additional lot + recording fee	Actual cost of contractual services incurred by City
	Lot Consolidation - Residential	\$20 per lot for 1st two lots and \$10 per additional lot + recording fee	
	Lot Line Adjustment		
Site/Development Plan Review			
Preliminary - Residential	Up to 5,000 sq. ft.	\$100.00	\$50.00
Preliminary - Commercial	Up to 5,000 sq. ft.	\$100.00	Actual cost of contractual services incurred by City
	5,001 sq. ft. - 10,000 sq. ft.	\$150.00	
	10,001 sq. ft. - 25,000 sq. ft.	\$200.00	
	25,001 sq. ft. & greater	\$250.00	
Final	Recording Fee	Actual cost of Johnson County recording fee	
	Publication Fee	Actual cost of publication	
Miscellaneous Permits			
Sign Permits	General/Banner	\$25.00	
	Commercial/Business promotions	\$75.00	
	Electrical	additional \$25.00	
Dumpster	Valid for 10 calendar days	\$50.00	
Storage POD	Valid for 10 calendar days	\$50.00	
Oversize/Overweight Loads	Single Event, valid only for permitted date	\$250.00	

	Multiple Vehicles (each), valid only for permitted date	\$500.00	
Hauling	Required for each load of 26,000 lbs. gross, valid only for permitted date	\$120.00	
Right-of-Way Permits			
Driveway Approach Permit	Application	\$90.00	
	Reinspection (each)	\$22.50	
Right of Way Excavation (Individual Site)	Application	\$90.00	
	Reinspection (each)	\$22.50	
Right of Way Excavation (Multiple Sites)	Application	\$180.00	
	Reinspection (per .25 hours)	\$45.00	
Routine Maintenance Disruption/Obstruction		\$120.00	
Abatements			
Mowing	Non-Residential	\$200.00 + \$75.00/hour labor, per employee (1 hour min.) or actual cost of contractual mower	N/A
	Residential	\$50.00 + \$75.00/hour labor, per employee (1 hour min.) or actual cost of contractual mower	N/A
Failure to abate	Health and welfare nuisance	\$100.00	N/A
	Motor vehicle nuisance	\$100.00	N/A
Miscellaneous Violations			
Storm water management	Violation of approved plan/permit	\$100.00/offense/day	N/A
Zoning regulations	Violation of submitted, approved plan	< \$500/offense/day	N/A
Subdivision regulations	Violation of same	< \$500.00	N/A

Parks & Recreation Department

Pool Passes		
Daily Admission	General	\$25.00
Woodside Pool Pass	Single	\$60.00
	Family - up to 4 members, limit 2 adults aged 21+	\$100.00
	Additional family member	\$5.00
	New/Replacement Pool Card	\$3.00
Facility Rental		
Deposit (refundable)	All Rentals	\$100.00
Community Room - Resident	Weekday - Business Hours	No Charge
	Nights/Weekends	\$60.00/hour
Community Room - Non Resident	Weekday - Business Hours	\$25.00/hour
	Nights/Weekends	\$80.00/Hour

Police Department

Police Records		
Police Report		\$10.00 each
Video		\$25.00 each
Services		
Fingerprinting Services	Resident	No Fee
	Non-Resident w/ Fingerprinting Card	\$10.00
	Non-Resident w/o Fingerprinting Card	\$25.00
Research Fee		Actual Staff Time
Return Check		\$30.00
Photo Copies		\$0.50 per page
Mailing		USPS Rate
Alarms	Registration	No Charge
	False Alarm – first three alarms within a 12-month period	No Charge
	False Alarm – all proceeding alarms within a 12-month period	\$50.00 per alarm

Off Duty Security		\$65.00/hour
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Administrative Department				
Item	Detail	Proposed Fee	Current Fee	Code Section
Licenses				
Business License	Home Occupation	\$25.00 (annually)	\$25.00	5-105(a)
	Less than 5,000 sq. ft.	\$100.00	five cents (\$.05) per square foot of other floor areas when used for retail sales and five-tenths of one cent (\$.005) per square foot of outside display or drive-in service area occupied	5-105(c)
	5,000 - 9,999 sq. ft.	\$200.00		
	10,000 - 49,999 sq. ft.	\$400.00		
	50,000 - 99,999 sq. ft.	\$700.00		
	100,000 - 199,999 sq. ft.	\$1,100.00		
	200,000 and up	\$1,600.00		
	Indoor/Outdoor recreational facility	\$350.00	\$350.00	5-105(b)
	Additional Massage Therapy Establishment Fee	\$75.00	\$50.00	5-403
	Additional CMB On Premise Occupational Fee	\$50.00	\$50.00	5/105 (d)(1)
	Additional CMB Off Premise Occupational Fee	\$100.00	\$100.00	5-105 (d)(2)
	Alcoholic liquor sales on + off premise occupational fee	\$300.00	\$300.00	5-105 (d)(3)
Rental License	Annual Renewal	50 per property	\$30.00	5-105(e)
New Goods, Public Auction License		\$25.00 per day	\$25.00 per day	\$0.04
Business License Non Payment Penalty		any sum not less than \$150.00, nor more than \$500.00 for each offense	any sum not less than \$150.00, nor more than \$500.00 for each offense	\$0.02
Massage Therapist License	Annual Renewal	\$40.00	\$25.00	\$0.01
Solicitor's license	Background Check	\$25.00/application		5-207
Storm Water				
Single Family Residential		\$2.50 per 500 sq. ft. impervious surface	\$2.50 per 500 sq. ft. impervious surface	15-902(a)
*An Equivalent Dwelling Unit (EDU) is calculated as 2,800 square feet of impervious surface area. For example, 30,000 square feet of impervious surface area would (30,000 divided by 2,800 = 10.7). Credit against the non-single family residential fee is available for sites that have a stormwater management basin. More information is available by contacting the Public Works Department.				
Request for Public Record Inspection or Copy				
Records	Inspection of open records	Actual Cost of staff time	\$15.00 per hour	1-612
	Copying	\$0.50/sheet	\$0.50/sheet	
	Certified	\$1.00/document	\$1.00/document	
	Faxing	\$0.50/sheet	\$0.50/sheet	
	Mailing	USPS First Class Rate	USPS Standard Rates	
Miscellaneous				
General Penalty		Not to exceed \$1000.00	Not to exceed \$1000.00	1-116(c)
Compensation (Up to four absences per calendar year)	Mayor	\$700.00, monthly	\$700.00, monthly	1-210
	City Commissioner	\$250.00, monthly	\$250.00, monthly	1-210
Governing Body Absentee		\$100.00 per offense	\$100.00 per offense	1-204
Notary	Residents	No Charge		Proposed Fee
	Non-Residents	\$10.00/Signature		Proposed Fee
Emergency Proclamation Violation		\$500.00	\$500.00	1-805
Public Notice Publication	Public notice publication fee	Actual cost of publication		Proposed Fee
Animal Running At Large	First Offense	\$50.00 plus boarding costs	\$50.00 plus boarding costs	2-206 (c)
	Any proceeding offenses	\$200.00	\$200.00	
Animal Nuisance		\$500.00	\$500.00	2-508

Building, Planning and Zoning Department				
Item	Detail	Proposed Fee(s)		Notes
		Current Fees (Application or other); Fine	Plan Review Fee	
Rezoning				
Residential		\$200.00	Actual cost of contractual services incurred by City	
Commercial		\$300.00	Actual cost of contractual services incurred by City	
Variance				
		\$90.00		
Waiver/Exception				
		\$90.00		
Plats				
Preliminary		\$100.00 + \$5.00 Per Lot	Actual cost of contractual services incurred by City	
Final		\$100.00 + \$5.00 Per Lot	Actual cost of contractual services incurred by City	
Lot Modifications				
Lot split; sub-division	Five or fewer	\$100.00		
	More than five	\$150.00	Actual cost of contractual services incurred by City	
Lot Consolidation	Lot Consolidation - Non-Residential	\$40 per lot for 1st two lots and \$20 per additional lot + recording fee	Actual cost of contractual services incurred by City	
	Lot Consolidation - Residential	\$20 per lot for 1st two lots and \$10 per additional lot + recording fee		
	Lot Line Adjustment			
Site/Development Plan Review				
Preliminary - Residential	Up to 5,000 sq. ft.	\$100.00	\$50.00	
Preliminary - Commercial	Up to 5,000 sq. ft.	\$100.00	Actual cost of contractual services incurred by City	
	5,001 sq. ft. - 10,000 sq. ft.	\$150.00		
	10,001 sq. ft. - 25,000 sq. ft.	\$200.00		
	25,001 sq. ft. & greater	\$250.00		
Final	Recording Fee	Actual cost of Johnson County recording fee		
	Publication Fee	Actual cost of publication		
Miscellaneous Permits				
Sign Permits	General/Banner	\$25.00		
	Commercial/Business promotions	\$75.00		
	Electrical	additional \$25.00		
Dumpster		\$50.00		Valid for 10 calendar days
Storage POD		\$50.00		Valid for 10 calendar days

Building, Planning and Zoning Department				
Item	Detail	Proposed Fee(s)		Notes
		Current Fees (Application or other); Fine	Plan Review Fee	
Oversize/Overweight Loads	Single Event	\$250.00		Valid only for permitted date
	Multiple Vehicles (each)	\$500.00		Valid only for permitted date
Hauling	Required for each load of 26,000 lbs. gross	\$120.00		Valid only for permitted date
Right-of-Way Permits				
Driveway Approach Permit	Application	\$90.00		Valid for 30 days
	Reinspection (each)	\$22.50		
Right of Way Excavation (Individual Site)	Application	\$90.00		Valid for 30 days
	Reinspection (each)	\$22.50		
Right of Way Excavation (Multiple Sites)	Application	\$180.00		Valid for 60 days
	Reinspection (per .25 hours)	\$45.00		
Routine Maintenance Disruption/Obstruction		\$120.00		Valid for 1 calendar year
Abatements				
Mowing	Non-Residential	\$200.00 + \$75.00/hour labor, per employee (1 hour min.) or actual cost of contractual mower		
	Residential	\$50.00 + \$75.00/hour labor, per employee (1 hour min.) or actual cost of contractual mower		
Failure to abate	Health and welfare nuisance	\$100.00		
	Motor vehicle nuisance	\$100.00		
Miscellaneous Violations				
Storm water management	Violation of approved plan/permit	\$100.00/offense/day		
Zoning regulations	Violation of submitted, approved plan	< \$500/offense/day		
Subdivision regulations	Violation of same	< \$500.00		

Parks & Recreation Department		
Item	Detail	Fees
Pool		
Daily Admission	General	\$25.00
Woodside Pool Pass	Single	\$60.00
	Family - up to 4 members, limit 2 adults aged 21+	\$100.00
	Additional family member	\$5.00
	New/Replacement Pool Card	\$3.00
Facility Rental		
Deposit		\$100.00
Community Room - Resident	Weekday - Business Hours	No Cost
	Nights/Weekends	60.00/hour
Community Room - Non Resident	Weekday - Business Hours	\$25.00/hour
	Nights/Weekends	\$80.00/Hour

Police Department					
Item	Detail	Proposed Fees/Fines	Current Fees	Code Section	
Police Report		\$10.00 each	\$2.00 each		10+ years unchanged
Video		\$25.00 each	\$25.00 each		10+ years unchanged
Fingerprinting Services	Resident	No Fee	Proposed		
	Non-Resident w/ Fingerprinting Card	\$10.00	Proposed		
	Non-Resident w/o Fingerprinting Card	\$25.00	Proposed		
Research Fee		Actual Staff Time	Proposed		
Return Check		\$30.00	\$20.00		10+ years unchanged
Photo Copies		0.50 per page	\$0.50		
Mailing		USPS Rate	USPS Standard Rate		
Alarms	Registration	No Charge	No Charge	10-409	10+ years unchanged
	False Alarm - first three alarms within 12 month period	No Charge	No Charge		
	False Alarm - all proceeding alarms within a 12-month period	\$50.00 per incident	Proposed		
Off Duty Security Service		\$65.00/hour	65.00/hour		

Residential Building Permit Fee Schedule				
Project Valuation				
\$1-1,000	\$50.00 up to	\$1,000		
\$1,001-5,000	\$50.00 for the first	\$1,000 plus	\$17.50	for each additional \$1,000 or fraction thereof to and including \$5,000
\$5,001-25,000	\$120.00 for the first	\$5,000 plus	\$13.50	for each additional \$1,000 or fraction thereof to and including \$25,000
\$25,001-50,000	\$390.00 for the first	\$25,000 plus	\$9.00	for each additional \$1,000 or fraction thereof to and including \$50,000
\$50,001-100,000	\$615.00 for the first	\$50,000 plus	\$5.00	for each additional \$1,000 or fraction thereof to and including \$100,000
\$100,001-500,000	\$865.00 for the first	\$100,000 plus	\$4.00	for each additional \$1,000 or fraction thereof to and including \$500,000
\$500,001-1,000,000	\$2,465.00 for the first	\$500,000 plus	\$3.00	for each additional \$1,000 or fraction thereof to and including \$1,000,000
\$1,000,001 and more	\$3,965.00 for the first	\$1,000,000 plus	\$2.00	for each additional \$1,000 or fraction thereof