



# CITY OF WESTWOOD, KANSAS

## CITY COUNCIL MEETING

4700 RAINBOW BLVD. WESTWOOD, KS 66205

Thursday, January 11, 2024 at 7:00 PM

### AGENDA

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Welcome to your Westwood City Council meeting. This meeting may be attended remotely via Zoom:

**Access Online:** <https://us02web.zoom.us/j/89908289796>

**Access by Phone:** (312) 626-6799 / **Webinar ID:** 899 0828 9796

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

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#### CITY COUNCIL WORK SESSION AGENDA

- I. **CALL TO ORDER - 6:00 PM**
  - II. **WORK SESSION ITEMS/DISCUSSION OF UPCOMING MATTERS**
    - A. Discuss 2024 work plan outline and council priorities
  - III. **ADJOURNMENT TO REGULAR MEETING**
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#### REGULAR MEETING AGENDA

- I. **CALL TO ORDER**
- II. **APPROVAL OF THE AGENDA**
- III. **PUBLIC COMMENT**

Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda, or about items that will be considered as part of the consent agenda, or about items on the regular agenda for which the Governing Body, at its discretion, accepts public comment. Public comment should be limited to 2-3 minutes and, unless the topic of public comment is before the Governing Body as part of its agenda, no action will be taken by the Governing Body on public comment items. Please state your name and address for the record. Persons attending virtually online will be able to make public comment by using the "raise hand" function on Zoom.
- IV. **PRESENTATIONS AND PROCLAMATIONS**
  - A. Receive recognition from Mid-America Regional Council for becoming a Gold Level Community for All Ages

**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 December 21, 2023 City Council meeting minutes

B. Consider approval of Appropriations Ordinance 758

**VI. MAYOR'S REPORT**

**VII. CITY COUNCILMEMBER REPORTS**

**VIII. STAFF REPORTS**

A. Administrative Report (City Administrator Leslie Herring)

B. Feature Park Planning Process Report (City Administrator Leslie Herring)

C. Public Works Report (Public Works Director John Sullivan)

D. Police Department Report (Police Chief Curt Mansell)

E. Treasurer's Report (City Treasurer Michelle Ryan)

F. City Attorney Report (Ryan Denk)

**IX. OLD BUSINESS**

**X. NEW BUSINESS**

A. Consider Ordinance 1039 approving a Franchise Agreement with Kansas Fiber Network, LLC

**XI. ANNOUNCEMENTS/GOVERNING BODY COMMENTS**

**XII. EXECUTIVE SESSION**

A. Consultation with the City Attorney on matters relating to real property located at and around 5000 Rainbow Blvd. which would be deemed privileged in the attorney-client relationship under K.S.A. 75-4319(b)2

B. Discuss the City Administrator's annual performance review under K.S.A. 75-4319(b)(1), to discuss personnel matters of nonelected personnel

**XIII. ADJOURNMENT**

**UPCOMING MEETINGS**

Regular meetings of the Westwood City Council are held at 7:00 PM on the second Thursday of each month. The next regular meeting of the Westwood City Council will be held February 8, 2024 at 7:00 PM at Westwood City Hall. The City Calendar may be accessed at [www.westwoodks.org](http://www.westwoodks.org). To receive further updates and communications, please see or sign up for the following:

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

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

# COUNCIL WORK SESSION ITEM

Meeting Date: January 11, 2024

Staff Contact: Leslie Herring, City Administrator

**Agenda Item:** Discuss 2024 Work Session Topics and Council Priorities

## Background/Description of Item

This work session is an opportunity for the Mayor and City Council to provide direction, ask questions, and to share ideas to City staff in the development of a work plan for the 2024 calendar year. Several projects and priorities are well underway and already committed; however, should Council have additional ideas or want to exchange one priority for another, this is the perfect time to provide such direction to staff.

Additionally, if there are certain presenters or partnering agencies from whom the City Council would like to hear, this is a great opportunity for the Governing Body to discuss those ideas and direct City staff to issue those invitations and schedule such presentations or reports. For reference, presentations which are currently being added to upcoming agendas include:

- Commissioner Becky Fast, Johnson County Board of County Commissioners
- Deb Settle, Northeast Johnson County Chamber of Commerce
- Chief Steve Chick, Consolidated Fire District No. 2 (Northeast JoCo)

## 2024 Recommended Work Plan

Priority	Q1 Jan - Mar	Q2 Apr - Jun	Q3 Jul - Sep	Q4 Oct - Dec
Rainbow Blvd. Improvements Recommendations; Acceptance				
Mission Rd. Improvements Recommendations; Acceptance				
City Website Relaunch				
Governing Body Strategic Plan Creation, Adoption; Related Community Priorities Survey				
City's 75 <sup>th</sup> Anniversary Celebration				
New Feature Park Plan Creation				
Administration Department Reorganization				
FY 2023 Audit; FY 2025 Budget Creation; Adoption				
Communications Strategy Deployment				
47 <sup>th</sup> & Rainbow Blvd. RFP Issuance, Public Review				
City Code Recodification Review; Adoption				
2024 ICC Code Recommendations; Adoption				
Capital Improvement Plan (CIP) Funding Approach Development (based on Governing Body Strategic Plan to be developed)				→
KC Regional Climate Action Plan – Task Force to develop implementation goals				→

Descriptions of the priorities identified in the first quarter are further contextualized in the City Administrator's monthly Administration Department report included in this City Council meeting packet as well as previous packets.

The priorities identified in the second and subsequent quarters of 2024 are described below:

- *FY 2023 Audit; FY 2025 Budget Creation; Adoption*
  - The FY 2023 audit process is beginning and is currently scheduled for presentation at the April City Council meeting (possibly May depending on City Auditor availability).
  - The FY 2025 budget is expected to be built based on community and Governing Body priorities as identified in the community engagement survey process planned for early 2024.
  - Staff will prepare the budget recommendation according to the following schedule:
    - April – review of FY 2023 audited actuals; FY 2024 anticipations and modified expectations, if applicable; discussion about community engagement activities desired in budget process
    - May – initial budget work session to identify parameters for budget recommendation development
    - June – presentation of more-major FY 2025 budget items (CIP and Equipment Replacement Plan)
    - July – presentation of FY 2024 mid-year actuals and full FY 2025 budget recommendation; determination as to mill levy to publish for hearing
    - August – presentation of master fee schedule recommendation
    - September – FY 2025 budget adoption hearing (and hearing to exceed Revenue Neutral Rate, if approved by City Council in July)
  
- *Communications Strategy Deployment*
  - Following the creation of a City Communications Strategic Plan (CSP), which resulted from the City’s work to become a MARC-recognized Community for All Ages, City staff recommends the following action steps:
    - Consider formal adoption by City Council resolution of the CSP following the conclusion of the Governing Body Strategic Plan creation and adoption. The results of the associated city-wide survey should be integrated, where noted within the document into the CSP prior to adoption.
    - Following formal adoption of the CSP, the implementation activities listed within the document as *Now / Top Priority* should take place.
  
- *47th & Rainbow Blvd. RFP Issuance, Public Review*
  - Following the:
    - 2021 Urban Land Institute (ULI) Technical Assistance Panel (TAP),
    - 2022 City Facilities Assessment and Feasibility Analysis,
    - 2023 Planning Commission and City Council review and acceptance of the Karbank redevelopment plan for 50<sup>th</sup> & Rainbow Blvd., and
    - 2024 professional recommendations anticipated to be shared during the first quarter of the year for the future of Rainbow Blvd. as a transportation corridor;
 the City Council should consider initiating a process to invite and consider redevelopment proposals for the southwest corner of 47<sup>th</sup> St. & Rainbow Blvd.
  - City staff recommends the following process be considered:
    - 2024 Q2: Create Request for Proposals (RFP) review committee and external communications plan, draft RFP for review by committee based on past planning efforts and expressed community desires, review applicable City Codes (Zoning Ordinance) and other applicable regulations for development of the site
    - 2024 Q3: Issue RFP inviting proposals for redevelopment of the site; receive and review proposals; invite select proposals for presentation/interviews
    - 2024 Q4: RFP review committee to assess public response to proposals and to determine additional activities, if needed, to recommend a proposal to the Governing Body; recommend proposal for consideration by Governing Body
  - This rough schedule and component parts is subject to change based on City Council input and input by the RFP review committee once that group convenes.

- *City Code Recodification Review; Adoption*
  - The City's current Municipal Code was last codified in 2008 and has never been available on the City's website in a format that is easily searchable and easily updated when new ordinances are passed by the Governing Body.
  - In 2023, the City initiated a process to recodify, that is to incorporate all the ordinances passed since 2008, conduct a legal and Governing Body and staff review, and to then determine any changes and updates that need to be made to current City laws. Municode (owned by CivicPlus, the City's website provider) is currently conducting the full legal review.
  - Upon conclusion of Municode's legal review, City staff will work with the City Attorney to do an initial review in preparation for a full review of the City Code by the Governing Body.
  - Once the Governing Body concludes its formal review of the recodification, City staff will prepare the Code for adoption by ordinance and Municode will then post the Code online in the searchable and updated version we're so excited for.
  
- *2024 ICC Code Recommendations; Adoption*
  - Johnson County cities are all currently preparing to review the International Code Council's just-released 2024 building codes. Like happened in March of 2021, City staff will join the area building officials to review the 2024 updates to the building codes and will make a recommendation to the Governing Body to adopt such codes with deviations consistent with those recommended for adoption in neighboring jurisdictions.
  - This work is now beginning, review is anticipated to take place over the next several months and into the summer, with recommendations being presented to Governing Bodies this Fall. Incoming Westwood Building Official Nick Finck will participate in this process as part of his on the job training.
  - To the extent possible, City staff will attempt to coordinate timelines between this and the recodification so that adoption can occur simultaneously.
  
- *Capital Improvement Plan (CIP) Funding Approach Development (based on Governing Body Strategic Plan to be developed)*
  - Following the creation of the Governing Body Strategic Plan and the conclusion of the related community-wide survey, City staff plans use the direction received to recommend a funding strategy to more-aggressively implement the City's adopted five-year CIP.
  - At this time, the CIP has been built to reflect a ten-year implementation plan for:
    - Integration of the City's 2018 Streetlighting Master Plan
    - Integration of the City's 2020 stormwater system condition inventory
    - Integration of the City's 2021 Complete Streets Plan, including sidewalk plan
    - Integration of the City's 2022 pavement condition inventory;

however, the CIP is underfunded to accomplish these plans within a ten-year time horizon.
  - 2023 and 2024 have and will see progress on the City's future land use plan, which will impact the City's CIP – both with forecasted revenues from private redevelopment and adjustments to the CIP projects in response to redevelopment.
  - A comprehensive funding approach must be developed in order to meet the community's goals to maintain and improve City infrastructure.
  
- *KC Regional Climate Action Plan – Task Force to develop implementation goals*
  - Following the City Council's adoption of Resolution No. 104-2022 in May 2022, City staff recommends a task force be created to review the KC Regional Climate Action Plan and recommend implementation activities for consideration by the Governing Body.
  - This process should be built upon the foundations of previous planning processes and established City goals and priorities.

## PRESENTATION ITEM

Meeting Date: January 11, 2024

Staff Contact: Leslie Herring

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**Agenda Item:** Westwood recognized as a Community for All Ages

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### Background/Description of Item

The City of Westwood has been recognized for its work to create a Community for All Ages. Westwood received a Gold level recognition in November 2023, which acknowledges the work the city has done to become more age friendly. This Gold level award follows the City's recognition as a Bronze level City in October 2022 and as a Silver level City in April 2023.

The Communities for All Ages (CFAA) recognition program was developed by the First Suburbs Coalition and KC Communities for All Ages — two groups convened by the Mid-America Regional Council (MARC) to develop programs and tools to support first-tier suburbs, help communities respond to a rapid increase in the older adult population, and make communities more welcoming for all age groups. The program is available to all jurisdictions in the nine-county MARC region. Since the program started, 24 local jurisdictions have been recognized for their efforts to make their communities more age friendly.

The program's three sequential levels of achievement reflect increasing degrees of commitment to becoming a CFAA. The Bronze Level recognizes heightened age awareness and requires a resolution or commitment by the city's elected body, along with community presentations and public engagement. The Silver Level adds the completion of an assessment process and requires the community to appoint a resident-based committee to assess related city activities and investments. Gold, the highest level, recognizes communities that formally adopt a CFAA plan based on the assessment completed at the Silver Level. Communities can maintain their recognition status by advancing to higher levels or, once the Gold Level is achieved, continuing to implement new elements of their plans. The program encourages communities to respond positively to changing demographics and adopt policy and program approaches that make the region a great place to live and age well.

The City of Westwood created a Communications Strategic Plan based on the findings and recommendations of the CFAA Bronze and Silver level activities and will implement this Strategic Plan once formally adopted following a community-wide survey and Governing Body Strategic Plan creation in the coming months. The City is also committed to incorporating CFAA principles and Westwood CFAA Task Force representation in its creation of a new City Park, which design process is set to take place over the course of 2024.

More information about the recognition program is available online at [www.marc.org/aging-health/communities-all-ages](http://www.marc.org/aging-health/communities-all-ages).

**City of Westwood, Kansas  
City Council Meeting  
December 21, 2023 – 7:00 p.m.**

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

Council Absent: None

Staff Present: Leslie Herring, City Administrator  
Curtis Mansell, Police Chief  
Ryan Denk, City Attorney

**Call to Order**

Mayor Waters called the meeting to order at 7:00 p.m. on December 21, 2023. Ms. Herring called the roll. A quorum was present. The evening's meeting was being held on December 21<sup>st</sup> due to a lack of quorum for the regularly scheduled City council meeting on December 14<sup>th</sup>. The evening's meeting was held in a hybrid manner, with attendees joining both in person and via Zoom.

**Administer Affirmation of Oath of Office for Mayor David E. Waters and Councilmembers Laura Steele and Holly Wimer**

Ms. Herring, in her role as a notary public, administered the oaths of office for Mayor Waters and Councilmembers Steele and Wimer.

**Approval of Agenda**

Motion by Councilmember Harris to approve the December 21, 2023 City Council meeting agenda as submitted. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

**Public Comment**

Becki Brown, 2107 W 49<sup>th</sup> Terrace, said she believes the notoriety the City Council has brought to the city in regard to the Karbank proposal is wrong.

Lori Moore, 4951 Fairway, said she loves the City Hall building and acknowledged it is probably a valuable piece of property. Ms. Moore questioned why the City Hall property was not considered during the negotiations of the Karbank proposal.

Bernard Brown, 2805 W 51<sup>st</sup> Terrace, referred to a letter he sent to the Governing Body and said the Governing Body should withdraw its threat tort lawsuits against residents.

David Gomoletz, 2427 W 48<sup>th</sup> Street, said he depends on integrity in the leadership of the Governing Body and he currently has a strong sense of that integrity.



### **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 November 9, 2023, City Council Meeting Minutes and November 27, 2023, Special City Council Meeting Minutes
- B. Consider Appropriations Ordinance 757

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

### **Mayor's Report**

Mayor Waters wished the community a safe and happy holiday season.

### **Councilmember Reports**

No reports were made.

### **Staff Reports**

#### **Administrative Report**

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

#### **Public Works Report**

The November and December 2023 Public Works Report was included in the agenda packet, no questions or comments were made about the report.

#### **Public Safety Report**

Chief Mansell provided an overview of the November 2023 Public Safety Report included in the agenda packet and offered to answer questions.

#### **Treasurer's Report**

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

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

Mr. Denk did not have any items to report.

### **Old Business**

No Old Business items were considered.

**New Business****Consider renewal of Information Technology Services Agreement with Johnson County, KS**

Since January 2016, the City of Westwood has contracted with Johnson County's Department of Technology and Innovation (DTI) for technology support services for the Police Department, alone. The Administration and Public Works Departments were added to the support services agreement in 2023, with implementation wrapping-up now and the first billing for services being the fourth quarter of 2023. The 2024 contract amount is \$27,371.71. This is an increase of \$2,000.27 above the 2023 contract amount of \$25,335.44. The 2024 budget provides for an inflationary increase in the 2023 contract amount.

Motion by Councilmember Buckman to authorize the City Administrator to execute the Renewal of Information Technology Services Agreement between the Board of County Commissioners of Johnson County, Kansas and the City of Westwood for the 2024 calendar year. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

**Consider 2024 Addendum to the Public Works Service Agreement with the City of Mission Woods**

Each year the Public Works Service Agreement with the City of Mission Woods is reviewed and revised as needed. The hourly wages have been adjusted to reflect budgeted 2024 wages and benefit rates and the street sweeping cost has been adjusted. No other adjustments are recommended. The Mission Woods Governing Body will consider this Addendum at its January meeting.

Motion by Councilmember Steele to authorize the Mayor to execute the Public Works Service Agreement Addendum for FY 2024 with the City of Mission Woods. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

**Consider 2024 Addendum to the Public Works Service Agreement with the City of Westwood Hills.**

Each year the Public Works Service Agreement with the City of Westwood Hills is reviewed and revised as needed. The hourly wages have been adjusted to reflect budgeted 2024 wages and benefit rates. No other adjustments are recommended. The Westwood Hills Governing Body will consider this Addendum at its January regular meeting.

Motion By Councilmember Wimer to authorize the Mayor to execute the Public Works Service Agreement Addendum for FY 2024 with the City of Westwood Hills. Second by Councilmember Hannaman. Motion carried by a 5-0 voice vote.

**Consider purchase of Axon Fleet 3 Basic In-car Cameras**

The Westwood Police Department's current BodyCam's (Model BC100) were purchased in 2015. This model has been discontinued and there is no longer support for repairs/maintenance and failures are already being experienced. The current Watchguard in-car cameras were purchased in 2014 and this model will no longer be supported for repairs/maintenance. Currently the video management (storage, filing & deletion) of both car and body cameras is a manual process. Issues associated with officers having to manually activate body cameras can be perceived negatively (e.g. must have something to hide, didn't turn it on). In the system being recommended here, if the vehicle's emergency lights are on, the body camera and vehicle camera turn on automatically. Additionally, officer manpower is spent manually uploading, categorizing and producing court evidence. The new system will automate all these processes.

Following research and planning for this purchase over the past several years, staff proposes a new integrated Axon Enterprises vehicle and body cam system. This system includes automated download and a library system for storage and is compatible with our current Records Management System: NICHE. Video will be electronically categorized and logged by case/event and video can be attached to reports for submission electronically to the City Prosecutor allowing for full discovery.

The proposed agreement provides for:

- four (4) in-car systems, including all hardware and mounting;
- ten (10) body worn cameras with chest mounting clips;
- new user training;
- subscription and cloud evidence storage service; and
- five (5) year no fault warranty which includes free body camera replacement at 30 months and 60 months.

\$20,000 is budgeted in fiscal year 2024 in the Equipment Reserve Fund for this planned purchase within the Equipment Replacement Fund. As discussed during the budget work sessions this past summer in preparing the 2024 City budget, ongoing subscription payments (beginning in 2025) will be included in the Police Department's General Fund operating budget. The Year 1 (2024) payment is \$16,418.02, with four subsequent yearly payments of \$16,418.02 (in-car cameras in the annual amount of \$6,947.52 plus body cameras in the annual amount of \$9,470.50).

The city attorney has reviewed the contract and notes that the length of the term should be pointed out; it is five (5) years with an automatic renewal for another five (5) years. As such, he notes that the City is potentially committing to Axon for ten (10) years and that Axon has the ability to increase the fees annually by 3% per year during the renewal term. He notes, however, that there is non-appropriation language in the Agreement which would allow the City to cancel the contract if the City Council declines to approve budgetary authority for this expenditure during any budget year.

By approving this 2024 expenditure in 2023, Axon has discounted the total five (5) year cost by \$10,000, which savings are prorated over the initial five-year term.

Motion by Councilmember Hannaman to authorize the City Administrator to execute the quote from Axon Enterprise, Inc. for in-car cameras and body cameras for the Police Department as presented. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

#### **Announcements/Governing Body Comments**

No announcements were made.

#### **Executive Session**

Motion by Councilmember Harris to recess into Executive Session for 45 minutes for the purposes of consultation with the City Attorney on matters relating to real property located at and around 5000 Rainbow Blvd. which would be deemed privileged in the attorney-client relationship under K.S.A. 75-4319(b)2 for 45 minutes and to return by 8:25 p.m. Second by Councilmember Hannaman.

At 8:25 p.m. the Governing Body returned to the dais. Mayor Waters announced no actions were taken during Executive Session.

**Adjournment**

Motion by Councilmember Hannaman to adjourn the meeting. Second by Councilmember Steele.  
Motion carried by a 5-0 voice vote. The meeting adjourned at 8:25 p.m.

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

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

DRAFT

City of Westwood, Kansas  
 Appropriation Ordinance No. 758

AN ORDINANCE APPROPRIATING CITY EXPENDITURES FOR THE PERIOD OF December 1, 2023 - December 31, 2023 AND SUMMARIZING SAID EXPENDITURE HEREIN.

	General Month Ending 12/31/2023	Capital Improvements Month Ending 12/31/2023	Equipment Reserve Month Ending 12/31/2023	Stormwater Month Ending 12/31/2023	Special Highway Month Ending 12/31/2023	Woodside TIF/CID Month Ending 12/31/2023	Debt Service Month Ending 12/31/2023	Total All Funds Month Ending 12/31/2023
<b>Expenditures</b>								
Salary & Benefits	148,811.13	0.00	0.00	0.00	0.00	0.00	0.00	148,811.13
Employee Expenses	1,104.41	0.00	0.00	0.00	0.00	0.00	0.00	1,104.41
Professional Fees	29,171.66	0.00	0.00	0.00	0.00	0.00	0.00	29,171.66
General Operating Expenses	16,858.98	0.00	0.00	0.00	0.00	0.00	0.00	16,858.98
Utilities	50,298.06	0.00	0.00	0.00	0.00	0.00	0.00	50,298.06
Equipment and Maintenance	19,580.91	0.00	8.16	0.00	0.00	0.00	0.00	19,589.07
Street and Stormwater	4,725.00	6,757.00	0.00	6,925.00	0.00	0.00	0.00	18,407.00
Park and Events	898.18	0.00	0.00	0.00	0.00	0.00	0.00	898.18
Miscellaneous	0.00	0.00	0.00	0.00	0.00	22,167.87	0.00	22,167.87
Intergovernmental	716.50	0.00	0.00	0.00	0.00	0.00	0.00	716.50
Interfund Transfers	273,830.00	175,000.00	0.00	93,516.00	0.00	0.00	0.00	542,346.00
<b>Total Expenditures</b>	<b>545,994.83</b>	<b>181,757.00</b>	<b>8.16</b>	<b>100,441.00</b>	<b>0.00</b>	<b>22,167.87</b>	<b>0.00</b>	<b>850,368.86</b>

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

SECTION 1. The Claims included herein are hereby approved and allowed.

SECTION 2. That the payment of all claims and charges against the respective accounts and funds provided in the budget for the year 2023 are consistent with that budget and are hereby authorized, ratified and approved.

SECTION 3. This Ordinance shall take effect from and after its passage.

ADOPTED this 11th day of January, 2024.

\_\_\_\_\_  
 MAYOR

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



## City Administrator's Report January 2024

To: Mayor and City Council  
From: Leslie Herring, City Administrator  
Date: January 11, 2024  
RE: Update on some of the key areas of focus of the Administration Department

### Current Priorities

3<sup>rd</sup> Quarter (October) 2023 through 1<sup>st</sup> Quarter (March) 2024

- *Rainbow Blvd. Complete Streets Traffic Management Plan*
  - ✓ The MARC Board approved the scope of work negotiated with the firm selected by the project steering/advisory committee of stakeholders in April and the Notice to Proceed was issued on May 31, 2023.
  - ✓ A project kick-off with WSP Consulting, MARC, and the local project stakeholders took place on June 27<sup>th</sup>.
  - ✓ Public engagement is currently taking place with an opinion survey and additional public engagement activities and opportunities will take place through November. Survey and information available here: <https://publicinput.com/rainbowboulevard>
  - ✓ Full data analysis has been completed and Steering Committee Meeting 3 of 4 was held last week.
  - A public open house to release the recommended options and to gather wider feedback from the community is scheduled for Saturday, January 27, 2024 from 2 – 4 PM and reporting of final recommendations and findings to take place in February or March of 2024.
  
- Mission Rd. Improvements (2024 JoCo CARS-funded project in partnership with Roeland Park)
  - ✓ The City was awarded County cost-share funding through Johnson County's CARS program for improvements to Mission Rd. between 47<sup>th</sup> and 53<sup>rd</sup> Streets. The cost of improvements to this stretch of Mission Rd. are also paid 50% by the City of Roeland Park, since the cities split the roadway as it's a City boundary line.
  - ✓ The results from a 2021 community survey jointly administered by the City of Roeland Park and Westwood have set City staff in both cities to pursue the following elements when the cities do street maintenance in 2025:
    - adding bicycle facilities,
    - enhanced pedestrian crossings,
    - new pedestrian-scale streetlighting, and
    - removal of on-street parking on the Roeland Park side of the street to accommodate bicycle lanes.
  - Staff involved in the project are scheduling a meeting to refine the scope of work and associated costs before submitting to Johnson County for programming. The anticipated deadline for submitting plans and costs to the County is April.

Westwood staff will present recommended cross-sections at a City Council in the coming months and prior to submitting to Johnson County and communicating the plans, generally, with the public.

- *Community Survey and Strategic Priorities Setting*
  - City staff recommends that the Governing Body create a strategic plan to provide direction to staff for work activities and for budgeting and for the development of performance metrics to ensure a framework for accountability, responsiveness, and efficient use of tax-payer resources.
  - Staff recommends that this strategic plan be based on the results of a city-wide survey, to be developed and deployed with the assistance of professional partners ETC Institute and PorchLight Insights. The survey will be sent by mail to all Westwood addresses – both residential and commercial – and responses will be accepted by pre-paid return mail or online. Only one response per address will be accepted.
  - A 5:30 PM work session at the regular February meeting is planned to allow the Governing Body to share with PorchLight Insights what it would like to know and hear from Westwood residents and businesses. This input will be used by City staff and the consultant team to create survey questions, which survey results will then be analyzed and discussed with the Governing Body moving into strategic priority and resource planning in the second quarter of 2024.
  - Performance metrics, communications objectives, and strategic priority identification are all anticipated outcomes of this process. The process is expected to conclude late in the second quarter or early in the third quarter of 2024.
  
- *New Feature Park Plan Creation*
  - Following the October approval by the City Council of the development plan submitted by Karbank in 2023, the City will commence planning activities for the new feature City park, included in the plan for 50<sup>th</sup> & Rainbow Blvd.
  - The process for creating a plan for the park is expected to take a full year and is anticipated to involve:
    - 2023 Q4: Create park steering committee process, draft RFQ for review by committee, determine and invite committee members
    - 2024 Q1: Park steering committee and RFQ issuance for park planning professional services
    - 2024 Q2 - Q3: Park planning and public engagement
    - 2024 Q4: Park plan concept and schedule acceptance by Council
  - This rough schedule and component parts is subject to change based on steering committee input once that group convenes
  
- *City Website Relaunch*
  - The updated City website went live in March 2023 and, after living with it for a bit, I have rejected the website for issues of functionality, lack of professionalism and lack of modern feel in appearance, and hasty and incomplete migration of data by the website provider.

- City staff – along with support from a professional communications partner, Katie Garcia at Gather Media – have re-engaged the City’s website provider and have identified an acceptable alternate website template to migrate to through a relaunch. A mock-up of the new website is being developed by CivicPlus, the website developer, and will be shared with City staff and City Council when available within the next week or two.
  - The full relaunch is expected take place by March 31<sup>st</sup>.
- *Westwood’s 75th Anniversary – June 7, 2024*
- I have been working with Mayor Waters, Councilmember Wimer, and resident Karen Johnson to put together a process, expectations, and names of people to help us prepare to celebrate the City of Westwood’s 75<sup>th</sup> anniversary of incorporation. We are expecting components to include:
    - A reprint and expansion of the City’s 50<sup>th</sup> anniversary book publication. We have located the publisher and will provide that information to an ad hoc committee of residents and City Officials so that they can connect to create a new book that accounts for the past 25 years;
    - An event in June 2024 to celebrate the anniversary; and
    - Official City of Westwood merch that residents can proudly wear to show their pride in Westwood.

## Building Permits

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

### *Residential*

New Construction: None

Additions: None

Alterations: None

Demolition: None

Misc: None of note

### *Commercial*

New Construction: None

Additions: None

Alterations: None

Demolition: None

Misc: None of note



## City Administrator Report New Feature Park Plan Creation

To: Mayor and City Council  
From: Leslie Herring, City Administrator  
Date: January 11, 2024  
RE: New Feature Park Plan Creation; Scope; Process; Timeline

### Background

As a result of the Westwood Governing Body's October 12, 2023 approval of Karbank's redevelopment plan for the southwest corner of 50<sup>th</sup> St. & Rainbow Blvd., the City of Westwood is responsible for planning and building a 3.8 feature park at 50<sup>th</sup> St. & Booth, where the former Westwood View Elementary School currently sits. This new feature park will replace the 52-year-old Joe D. Dennis Park, which is less than one (1) acre in size, sits on Rainbow Blvd./US Hwy 169, and which playground equipment is now 33 years old and not in compliance with current ADA standards.



City staff recommends retaining a professional park planning consultant/firm to ascertain the community's vision for the park and transform it into an actual design. Staff recommends that this firm also provide community engagement activities to gain input from residents on what they would like included in the park design. Ultimately, the objective of this process would be to have a design concept that is acceptable to the City's Planning Commission and City Council and engineer-stamped construction drawings that could then be put out for bid by construction contractors.

To this end, staff recommends the following approach.

## Full Planning Process

- 2024 Q1: Create park steering committee process, draft RFP for review by committee, determine and invite committee members
- 2024 Q2: Park steering committee and RFQ issuance for park planning professional services
- 2024 Q3 – Q4: Park planning and public engagement; park design development
- 2025 Q1: Park design recommendation finalized and submitted to Planning Commission and City Council for acceptance
- 2025 Q2 – Q3: Engineering and site plan submitted for formal review and approval
- 2025 Q4 – 2026 Q1: Construction documents and building permits developed; construction contractor bidding
- 2026 Q2 - 2027 Q3: Construction (construction timeline depends on final design)
- Oktoberfest 2027: Ribbon cutting

This timeline is based on the sale of the subject properties closing in 2024.

## Next Six (6) Months (2024 Q1 – Q2)

- A. Call for steering committee members (November 2023)
- B. City Council work session to review proposed process structure (January 11<sup>th</sup>)
- C. Selection of steering committee members, determination of calendar for meetings and deliverables (January)
- D. Steering Committee Meeting #1: discuss objectives, expectations, first draft of RFQ for park design consultant (late January/early February)
- E. Steering Committee Meeting #2: agree on final RFQ to publish (i.e. scope of work, selection process dates, requirements of responses, etc.), review where and how RFQ will be publicized (late February/early March)
- F. Issue RFQ (six (6) week response period recommended)
- G. Steering Committee Meeting #3: pre-proposal meeting and hosted site visit with interested firms (late March/early April)
- H. Steering Committee Meeting #4: initial review of responses; selection for interviews (late April/early May)
- I. Steering Committee Meeting #5: interviews; selection and recommendation of planning partner (late May/early June)
- J. City Council consideration of contract with recommended park planning partner (June 13<sup>th</sup> City Council meeting)
- K. Contract negotiation with selected partner, project kick-off (late June/early July)

The process thereafter would be informed and shaped by the park planning steering committee during the process set forth above.

## Park Planning Steering Committee

To design the new park, the Mayor will appoint a steering committee to:

- Review a City staff-drafted Request for Qualifications (RFQ) – including a scope of work and timeline – to solicit professional park planning consultants to ascertain the community's vision for the park and transform it into an actual design;

- Provide input on mapping out a broader community engagement effort to ensure anyone and everyone in the community has multiple opportunities to share their vision, hopes, and dreams for the park;
- Guide the park planning consultant's work over the next year; and
- Ultimately make a recommendation to the Planning Commission and City Council on the best design and amenities for the park.

Members of this park planning steering committee will:

- Be able to commit to one meeting a month for the entire calendar year of 2024;
- Represent strategic audiences the park is intended to ultimately serve including:
  - parents of young children and tweens
  - teenagers and young adults in their 20s
  - single adults without children
  - families
  - seniors or recent empty-nesters
  - residents with impairments
  - residents with experience in park design, landscape architecture, or other related field that could lend expertise to the process
  - residents with experience in strategic communications, engagement, and facilitation or other related field that could lend expertise in the process

In addition to inviting residents representing the above strategic audiences, the Mayor expects the following stakeholders may be represented in the membership:

- City Council
- Planning Commission
- Communities for All Ages Task Force member
- USD 512 Superintendent student appointee
- Westwood View Elementary Principal student appointee
- Resident of Mission Woods or Westwood Hills
- Karbank appointee

During the City's November 2023 call for interest, 16 individuals expressed desire to serve on the steering committee. The mayor is currently reviewing those statements of interest and will determine who to extend invitations to.

## **Budget**

The Development Agreement approved by the City Council in concert with its approval of the redevelopment plan, provides for Karbank to donate the funds to the City to acquire the former Westwood View School from USD 512 as well as to demolish the school and rough grade the site to create a blank slate for the City to create its feature park. Karbank has also purchased a single-family residential home just to the south of the School site on 51<sup>st</sup> St. and is also donating that property to the City to include in the park property, thus creating a 3.8 acre City Park site.

The approved Development Agreement between the City and Karbank further provides for the City to establish a Tax Increment Finance (TIF District) – including both the current USD 512 and City-owned properties – to capture the value created with improvements by Karbank on its

development site to fund the creation of the City Park. Establishment of this TIF District was approved by the Governing Body at its September 14<sup>th</sup> regular meeting.

The Development Agreement further provides for the City to issue TIF Bonds in coordination with Karbank pulling building permits for its work. As Karbank has expressed its intention to construct the entire mixed-use development in one single phase, the City will issue TIF Bonds in an amount forecasted to be created by the improvements to the site. The City's financial advisor on the project conservatively estimates this amount to be \$4.5 million. This figure is based on current and expected market conditions as well as closing on the sale of the properties in 2024 as contemplated in the approved Development Agreement.

Multistudio's 2022 City Facilities Assessment and Feasibility Analysis did not contemplate this specific design scenario since this proposal was yet to be introduced to the City at the time the study was conducted. However, using the study calculations as a guide, Multistudio estimated – in 2024 dollars – a cost of between \$2M – \$2.5M for a 3.5-acre park and \$2.6M – \$3.2M for a 4.5-acre park. [The itemized opinion of probable cost is available here via the final report.](#) Given these estimates, the City should be able to construct a feature park using only the amount produced by the TIF – that is created by the buildings and other improvements made by Karbank to the Rainbow Blvd. frontage property.

In the likely event that the TIF Project will produce funds in excess of what is needed to construct the feature park the community desires, City staff recommends using the TIF proceeds to offset – possibly entirely cover depending on the final cost of the park and the performance of the Karbank development – the cost to improve 50<sup>th</sup> and 51<sup>st</sup> Streets leading to and from the park. Those streets projects are currently included in the City's Capital Improvement Plan (CIP) in 2026: 50<sup>th</sup> St. from Mission Rd. to Rainbow Blvd. is estimated to cost \$1.25M and 51<sup>st</sup> Ter. from Mission Rd. to Rainbow Blvd. + 51<sup>st</sup> St. connecting to the park and Rainbow Blvd. is estimated to cost \$1.05M.

Although there are statutory restrictions on how TIF proceeds can be spent (e.g. cannot be spent on operational or maintenance (O&M) expenses<sup>1</sup>), the TIF proceeds can reimburse the City's cost in contracting with a park planning consultant and the City's cost to construct the park. City staff recommended a budget of \$75,000 in 2024 to retain a park planning consultant, which was based on a limited scope to create a concept for the park which would then be bid out for design and development of construction documents to take the approved concept to bid. In the months since the FY2024 budget was recommended to the City Council and approved, City staff has consulted colleagues and design professionals to refine the expectations and objectives for this process.

As such, staff recommends that the City Council accept a budget of \$150,000 for the process set forth in this report, with the expectation that the amount will be fully reimbursed by the TIF Bonds issued in coordination with Karbank pulling their building permit for the mixed-use development.

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<sup>1</sup> Although O&M expenses cannot yet be calculated because the park has not yet been designed, City staff currently contemplates an additional 1 – 2 full-time equivalents (FTE) once the park is completed and opened in 2027. These new staff people – or possibly contractors or seasonal employees – are anticipated to be in the Public Works Department to help maintain the grounds and facilities and in the Administration Department to help program the space and manage facility reservations and special events.

## **Westwood Public Works Monthly Report**

**TO: GOVERNING BODY**  
**FROM: JOHN SULLIVAN, DIRECTOR OF PUBLIC WORKS**  
**RE: MONTHLY REPORT, DECEMBER 2023**  
**DATE: JANUARY 9, 2024**

Some of the activities for Public Works in December 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: None this month due to vacation.
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 swept streets.
18. We cleaned catch basin fronts.
19. Performed routine maintenance on equipment.
20. Troubleshoot and repair streetlights as needed various locations.
21. Performed various repairs to roadway signs.
22. We coordinated the roll-off containers for leaf pickup.
23. We performed the annual leaf pickup program.
24. We prepared for and staffed the tree lighting.

25. We removed leaves from various City Properties.

26. I have been meeting with FEMA to recover expenses related to the July storms.

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

**Westwood Public Works**

To: Governing Body  
From: John Sullivan, Director of Public Works  
Date: January 9, 2024  
Re: Monthly Status Report

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- W. 47<sup>th</sup> Street Project: We still need to install the clamshells at the bases of the poles once received from Sternberg. We have one streetlight fixture that has 4 of the 6 LED arrays not working. We have received the parts for this repair. The remaining parts of the project are complete. KDOT is working on the final accounting for the project.
- 2023 F-550 and Equipment: We have received the truck cab and chassis. We are in line for the bed and plow to be installed. I don't have a firm date yet for the installations.
- CCLIP funding: Our project has been funded. This includes work on the replacement of the concrete intersection at W. 47<sup>th</sup> Street and Rainbow. We will not have any City funds in this project. Project will be in 2026. I had to be certified to administer the project through KDOT. I have taken the test and received the certification.
- Storm Debris Removal: We have begun the reimbursement process. More to come as we work through the process.
- Electrical Service at the Fountain, 47<sup>th</sup> & Mission: This project is complete.
- Stone wall damage: We had a vehicle accident at W. 51<sup>st</sup> Terrace and Belinder Avenue that resulted in damage to the stone wall on the corner. We have been reimbursed for the expense from the insurance company. When the weather is more favorable we will have the repairs completed.
- Stone wall damage and light pole damage: The replacement medallion is to be delivered tomorrow.
- Bicycle Repair Station: The concrete pad has been poured. We will install the equipment when the weather allows.

# Westwood Police Department Westwood City Council Report

Item D. Section VIII, Item

12/1/2023



12/31/2023





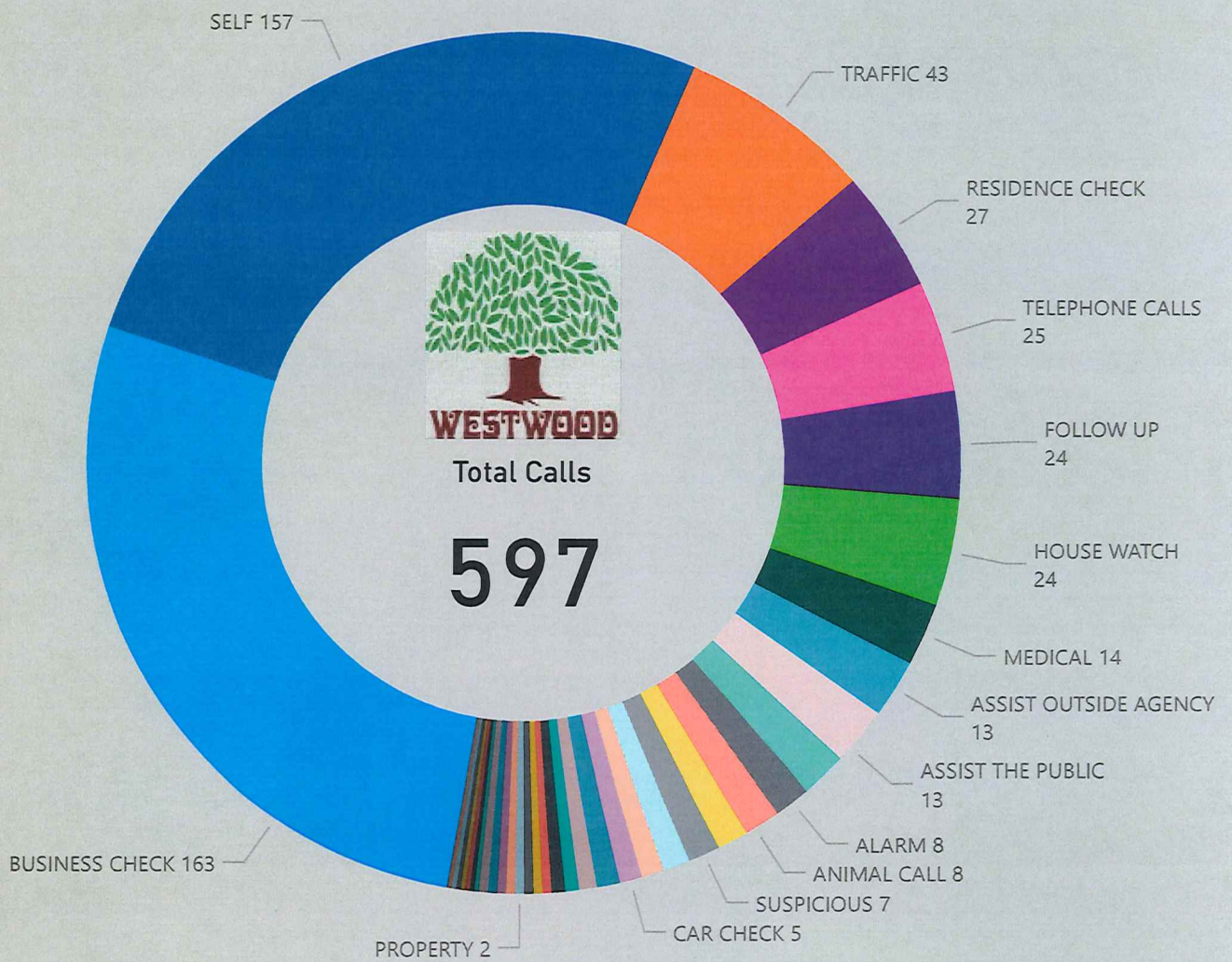
# Westwood Police Department City Council Report

Item D. Section VIII, Item

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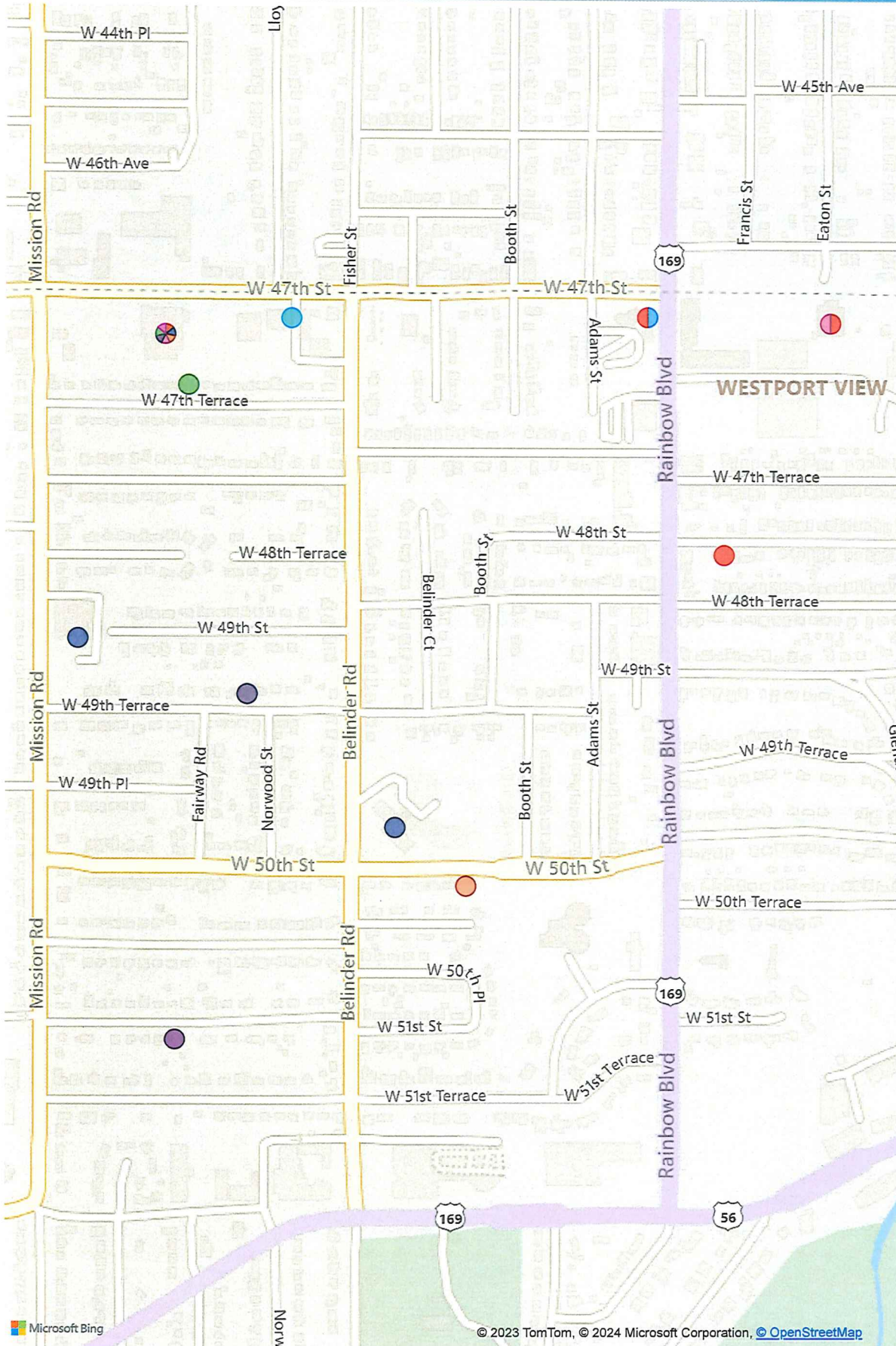
# Westwood Police Department Westwood City Council Report

Item D. Section VIII, Item

12/1/2023



12/31/2023



### Nature of Call

- ASSAULT REPORT
- BURGLARY
- CHECK THE WELFARE
- CRIMINAL THREAT
- DISTURBANCE
- FIREARMS COMPLAINT
- FORGERY/FRAUD
- INTOXICATED PERSON
- SOLICITORS
- THEFT REPORT
- TRESPASSING

# Westwood Police Department Westwood City Council Report

Item D. Section VIII, Item

12/1/2023



12/31/2023



Case Number	Nature of Call	Summary
20230422	BURGLARY	Reporting officer took a walk-in report for an auto burglary that occurred on December 1st. There is no suspect information.
20230428	BURGLARY	Reporting officer took auto burglary report. Victim had her driver window broken, laptop, airpods, and backpack taken.
20230439	THEFT REPORT	Reporting Officer responded to a theft. The suspect was found walking east on 47th and detained. The suspect was searched where narcotics was found.
20230441	PROPERTY	An unknown subject struck the victims car with a vehicle and left the scene without leaving their information or calling the police.
20230442	CRIMINAL THREAT	Reporting officer responded for a disturbance. Upon investigation, a criminal threat was made. A report was taken and no suspects are in custody at this time.
20230443	BURGLARY	Reporting officer responded to an auto burglary where the victim left their door unlocked and miscellaneous items were taken from vehicle. No suspect or suspect vehicle information at the time of the report.
20230444	FORGERY/FRAUD	Reporting officer took an auto burglary report and discovered the suspect had taken credit cards and made purchases at multiple stores in Kansas City Missouri.
20230445	THEFT REPORT	Reporting officer responded to a shoplifting in progress and was unable to locate the suspect. The suspect was last seen eastbound in a vehicle. The investigation is ongoing.
20230452	THEFT REPORT	Reporting officer was dispatched to a shoplifting in progress, where the suspect was contacted and arrested. The suspect was given a citation with a court date, and released at the scene.
20230454	THEFT REPORT	Reporting officer responded to a shoplifting. The three suspects were not located and the investigation is ongoing.
20230455	PROPERTY	While parked unattended in a parking lot, two driver side windows were broken on the victim's vehicle.
20230456	BURGLARY	Reporting officer responded to a physical disturbance that changed to an auto burglary. The suspects

WESTWOOD  
COURT SUMMARY  
DECEMBER, 2023

COURT DATE	ARRAIGNMENTS	TRIALS	FINES	LETTERS	WARRANTS
December 01, 2023	21	01	\$ 3,420.00	08	18
December 15, 2023	61	10	\$ 5,887.00	16	35
<b>TOTALS</b>					
December, 2023	82	11	\$ 9,307.00	24	53
December, 2022	60	13	\$ 3,510.00	34	15
			<b>TOTAL (\$ 9,307.00) less</b>		
			* Kansas DL fees:		\$ 162.00
			* Judges Training Fund:		\$ 17.00
			* LET Training Fund:		\$ 360.00
			* Seat Belt Fund:		\$ 40.00
			<b>December, 2023 TOTAL:</b>		<b>\$8,728.00</b>

Y.T.D. TOTALS 2023		Y.T.D. TOTALS 2022	
ARRAIGNMENTS:	892	ARRAIGNMENTS:	610
TRIALS	105	TRIALS:	97
LETTERS:	372	LETTERS:	331
WARRANTS:	307	WARRANTS:	270
FINES:	\$98,539.00	FINES:	\$73,010.00
KS DL FEES:	\$974.00	KS DL FEES:	\$1453.00
JUDGES FUND:	\$209.00	JUDGES FUND:	\$165.50
L.E.T.FUND:	\$4,670.00	L.E.T FUND:	\$3,687.50
COMM CORRECT FUND:	\$250.00	COMM CORRECT FUND:	\$0.00
SEATBELT SAFETY FUND:	\$540.00	SEATBELT SAFETY FUND:	\$60.00

**City of Westwood  
Treasurer's Report  
12/31/23**

1. Balance Sheet by Fund – shows overall ending cash balances for the City by Fund.
  - a. Ending unencumbered cash through 12/31/2023 of \$3,414,547 and remains up from year end by \$1,082,137.
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 \$208,945. Revenue received year to date of \$3,219,748 compared to the prior year to date of \$3,027,758 which is up by \$191,990.
    - i. Taxes – Taxes collected were \$116,323. This is up by \$211,829 for the year.
    - ii. Fees and Licenses – increased by \$5,269 in 2023.
    - iii. Intergovernmental Fees were \$26,694 for December which is only down by \$7,710 over the prior year.
    - iv. Fines are still up by \$30,285 for the year.
    - v. Miscellaneous income is up for the year with \$43,634 in interest income compared to \$3,654 in the prior year.
  - b. December Expenditures totaled \$545,995. Year to Date Expenditures through December were \$3,068,879. This is an increase of \$356,398 from the prior year to date.
    - i. Administrative expenditures were \$52,294 for the month. Overall expenditures in Admin increased by \$258,137. As noted previously noted, this increase is expected due to moving the Court Clerk and related expenditures of the municipal court from the Police Department to this department.
    - ii. Utilities in General Overhead are up by \$15,077 for the year. The professional fees are up by 63,056 over the prior year – this mainly due to the increase in the cost of insurance and legal costs.
    - iii. Public Works total expenditures were \$45,723 for the month. The year-to-date expenditures are up by \$5,465 from the prior year.
    - iv. Police expenditures are \$76,094 this month. The total expenditures are down from prior year by \$128,721. The professional fees are down from the prior year by \$33,682. The salary and benefits are down for the year by \$83,393.
    - v. Parks and Rec total expenditures increased by \$15,329 over the prior year.
    - vi. Transfers out were \$18,830 to Debt Service, Equipment Reserve Fund \$155,000, and Capital Improvement \$100,000.
  - c. Net Receipts Over (Under) Expenditures in the General Fund were (\$337,049) negative for the month, year to date Receipts Over Expenditures is positive at \$164,407 which is down from the prior year to date by \$110,892.
4. Other Funds – Current Month and Year to Date
  - a. CIP –Sales tax collected was \$29,915. Transfers in were \$100,000 and transferred out \$175,000 to Debt Service
  - b. Equipment reserve received transfers in of \$205,000.
  - c. Stormwater reserve transferred out \$93,516.
  - d. The Woodside TIF/CID fund made their TIF/CID payment of 22,168. Received tax revenue for the month of \$26,551.

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, statement of cash flow – regulatory basis as of and for the one month ended December 31, 2023, in accordance with the regulatory basis of accounting, and for determining that the regulatory basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

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

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

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

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

*Adams Brown, LLC*

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

January 11, 2024



**City of Westwood, Kansas**  
**Statement of Assets, Liabilities and Fund Balance by Fund - Regulatory Basis**  
 As of December 31, 2023

	General Fund 12/31/2023	Capital Improvements Fund 12/31/2023	Equipment Reserve Fund 12/31/2023	Stormwater Fund 12/31/2023	Special Highway Fund 12/31/2023	Woodside TIF/CID Fund 12/31/2023	Debt Service Fund 12/31/2023	All Funds 12/31/2023
<b>Assets</b>								
Current Assets								
Cash In Bank	1,557,024.56	307,992.82	403,927.84	194,708.18	169,092.79	602,665.66	144,556.17	3,379,968.02
Cash In Bank - Bond Fund	34,230.72	0.00	0.00	0.00	0.00	0.00	0.00	34,230.72
Cash In Bank - Woodside Village Acct	9.50	0.00	0.00	0.00	0.00	0.00	0.00	9.50
Petty Cash	339.00	0.00	0.00	0.00	0.00	0.00	0.00	339.00
<b>Total Current Assets</b>	<b>1,591,603.78</b>	<b>307,992.82</b>	<b>403,927.84</b>	<b>194,708.18</b>	<b>169,092.79</b>	<b>602,665.66</b>	<b>144,556.17</b>	<b>3,414,547.24</b>
<b>Total Assets</b>	<b>\$ 1,591,603.78</b>	<b>\$ 307,992.82</b>	<b>\$ 403,927.84</b>	<b>\$ 194,708.18</b>	<b>\$ 169,092.79</b>	<b>\$ 602,665.66</b>	<b>\$ 144,556.17</b>	<b>\$ 3,414,547.24</b>
<b>Liabilities and Fund Balance</b>								
Current Liabilities								
Woodside Village Deposits	9.19	0.00	0.00	0.00	0.00	0.00	0.00	9.19
Refundable Bond Deposits	33,769.99	0.00	0.00	0.00	0.00	0.00	0.00	33,769.99
Accounts Payable	25,220.92	500.00	47,439.00	0.00	0.00	0.00	0.00	73,159.92
KPERS/KPF Payable	25.73	0.00	0.00	0.00	0.00	0.00	0.00	25.73
Great West 457 Payable	1,361.00	0.00	0.00	0.00	0.00	0.00	0.00	1,361.00
<b>Total Current Liabilities</b>	<b>60,386.83</b>	<b>500.00</b>	<b>47,439.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>108,325.83</b>
<b>Total Liabilities</b>	<b>60,386.83</b>	<b>500.00</b>	<b>47,439.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>108,325.83</b>
Fund Balance								
Fund Balance	1,380,347.45	(313,412.09)	151,488.00	182,022.82	105,656.58	457,313.22	170,342.00	2,133,757.98
Fund Balance - Current Year	150,869.50	620,904.91	205,000.84	12,685.36	63,436.21	145,352.44	(25,785.83)	1,172,463.43
<b>Total Fund Balance</b>	<b>1,531,216.95</b>	<b>307,492.82</b>	<b>356,488.84</b>	<b>194,708.18</b>	<b>169,092.79</b>	<b>602,665.66</b>	<b>144,556.17</b>	<b>3,306,221.41</b>
<b>Total Liabilities and Fund Balance</b>	<b>\$ 1,591,603.78</b>	<b>\$ 307,992.82</b>	<b>\$ 403,927.84</b>	<b>\$ 194,708.18</b>	<b>\$ 169,092.79</b>	<b>\$ 602,665.66</b>	<b>\$ 144,556.17</b>	<b>\$ 3,414,547.24</b>

See accountants' compilation report.



**City of Westwood, Kansas**  
**Statement of Cash Flow - Regulatory Basis**  
 For the One Month Ended December 31, 2023

	<b>General Fund</b>	<b>Capital</b>	<b>Equipment</b>	<b>Stormwater</b>	<b>Special</b>	<b>Woodside</b>	<b>Debt Service</b>	<b>All Funds</b>
	<b>Month Ending</b>	<b>Improvements</b>	<b>Reserve Fund</b>	<b>Fund</b>	<b>Highway</b>	<b>TIF/CID Fund</b>	<b>Fund</b>	<b>Month Ending</b>
	<b>12/31/2023</b>	<b>Fund</b>	<b>Month Ending</b>	<b>Month Ending</b>	<b>Fund</b>	<b>Month Ending</b>	<b>Month Ending</b>	<b>12/31/2023</b>
	<b>12/31/2023</b>	<b>Month Ending</b>	<b>12/31/2023</b>	<b>12/31/2023</b>	<b>Month Ending</b>	<b>12/31/2023</b>	<b>12/31/2023</b>	<b>12/31/2023</b>
<b>Unencumbered Cash, Beginning Period</b>	<b>1,926,680.59</b>	<b>359,634.84</b>	<b>198,927.84</b>	<b>295,149.18</b>	<b>169,092.79</b>	<b>598,282.44</b>	<b>(92,789.83)</b>	<b>3,454,977.85</b>
<b>Receipts</b>								
Taxes	116,322.58	29,614.98	0.00	0.00	0.00	0.00	0.00	145,937.56
Fees and Licenses	53,503.67	0.00	0.00	0.00	0.00	0.00	0.00	53,503.67
Building Permits	(549.00)	0.00	0.00	0.00	0.00	0.00	0.00	(549.00)
Intergovernmental	26,693.94	0.00	0.00	0.00	0.00	0.00	0.00	26,693.94
Restricted Use	0.00	0.00	0.00	0.00	0.00	26,551.09	0.00	26,551.09
Fines	9,057.00	0.00	0.00	0.00	0.00	0.00	0.00	9,057.00
Miscellaneous	3,917.29	0.00	0.00	0.00	0.00	0.00	0.00	3,917.29
Interfund Transfers	0.00	100,000.00	205,000.00	0.00	0.00	0.00	237,346.00	542,346.00
<b>Total Receipts</b>	<b>208,945.48</b>	<b>129,614.98</b>	<b>205,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>26,551.09</b>	<b>237,346.00</b>	<b>807,457.55</b>
<b>Expenditures</b>								
Salary & Benefits	148,811.13	0.00	0.00	0.00	0.00	0.00	0.00	148,811.13
Employee Expenses	1,104.41	0.00	0.00	0.00	0.00	0.00	0.00	1,104.41
Professional Fees	29,171.66	0.00	0.00	0.00	0.00	0.00	0.00	29,171.66
General Operating Expenses	16,858.98	0.00	8.16	0.00	0.00	0.00	0.00	16,867.14
Utilities	50,298.06	0.00	0.00	0.00	0.00	0.00	0.00	50,298.06
Equipment and Maintenance	19,580.91	0.00	0.00	0.00	0.00	0.00	0.00	19,580.91
Street and Stormwater	4,725.00	6,757.00	0.00	6,925.00	0.00	0.00	0.00	18,407.00
Park and Events	898.18	0.00	0.00	0.00	0.00	0.00	0.00	898.18
Miscellaneous	0.00	0.00	0.00	0.00	0.00	22,167.87	0.00	22,167.87
Intergovernmental	716.50	0.00	0.00	0.00	0.00	0.00	0.00	716.50
Interfund Transfers	273,830.00	175,000.00	0.00	93,516.00	0.00	0.00	0.00	542,346.00
<b>Total Expenditures</b>	<b>545,994.83</b>	<b>181,757.00</b>	<b>8.16</b>	<b>100,441.00</b>	<b>0.00</b>	<b>22,167.87</b>	<b>0.00</b>	<b>850,368.86</b>
<b>Adjustments</b>								
Increase / (Decrease) in Payables	25,222.54	500.00	0.00	0.00	0.00	0.00	0.00	25,722.54
Increase / (Decrease) in Refundable Bond Deposits	(3,250.00)	0.00	0.00	0.00	0.00	0.00	0.00	(3,250.00)
<b>Total Adjustments</b>	<b>(21,972.54)</b>	<b>(500.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(22,472.54)</b>
<b>Ending Cash</b>	<b>\$ 1,591,603.78</b>	<b>\$ 307,992.82</b>	<b>\$ 403,927.84</b>	<b>\$ 194,708.18</b>	<b>\$ 169,092.79</b>	<b>\$ 602,665.66</b>	<b>\$ 144,556.17</b>	<b>\$ 3,414,547.24</b>



**CITY OF WESTWOOD, KANSAS**

Supplementary Information

Draft



**City of Westwood, Kansas**  
**Statement of Receipts and Expenditures - Regulatory Basis**  
 General Fund  
 For The One Month and Twelve Months Ended December 31, 2023 and 2022

	<u>Month Ending</u> <u>12/31/2023</u> <small>Actual</small>	<u>Year To Date</u> <u>12/31/2023</u> <small>Actual</small>	<u>Year To Date</u> <u>12/31/2022</u> <small>Prior Year</small>	<u>Year Ending</u> <u>12/31/2023</u> <small>Current Budget</small>	<u>Over/(Under) Budget</u>
<b>Receipts</b>					
Taxes	\$ 116,322.58	\$ 2,157,700.57	\$ 1,945,871.53	\$ 2,113,906.00	43,794.57
Fees and Licenses	53,503.67	468,592.77	473,862.25	447,200.00	21,392.77
Building Permits	(549.00)	66,464.19	73,878.37	70,000.00	(3,535.81)
Intergovernmental	26,693.94	309,080.70	316,790.83	323,885.00	(14,804.30)
Fines	9,057.00	97,086.33	66,801.25	90,000.00	7,086.33
Grants and Donations	0.00	0.00	125,215.81	0.00	0.00
Reimbursements	0.00	498.67	15,007.45	0.00	498.67
Miscellaneous	3,917.29	120,325.29	10,330.31	4,250.00	116,075.29
<b>Total Receipts</b>	<u>208,945.48</u>	<u>3,219,748.52</u>	<u>3,027,757.80</u>	<u>3,049,241.00</u>	<u>170,507.52</u>
<b>Expenditures</b>					
<b>General Overhead</b>					
Salary & Benefits	3,331.64	42,472.62	35,899.27	38,450.00	4,022.62
Employee Expenses	186.81	3,664.21	5,881.00	8,000.00	(4,335.79)
Professional Fees	22,385.56	249,751.97	186,695.91	240,250.00	9,501.97
General Operating Expenses	10,484.59	44,740.64	18,168.45	20,000.00	24,740.64
Utilities	48,078.72	255,282.88	240,206.42	252,850.00	2,432.88
Equipment and Maintenance	5,148.10	5,434.94	0.00	0.00	5,434.94
Park and Events	0.00	12,349.20	9,196.11	14,750.00	(2,400.80)
Miscellaneous	0.00	0.00	14,951.75	30,000.00	(30,000.00)
Intergovernmental	716.50	19,150.50	0.00	20,000.00	(849.50)
Interfund Transfers	0.00	0.00	125,000.00	128,830.00	(128,830.00)
<b>Total General Overhead</b>	<u>90,331.92</u>	<u>632,846.96</u>	<u>635,998.91</u>	<u>753,130.00</u>	<u>(120,283.04)</u>
<b>Administrative</b>					
Salary & Benefits	45,815.05	532,662.71	316,465.12	456,653.00	76,009.71
Employee Expenses	10.00	6,913.24	5,544.61	14,500.00	(7,586.76)
Professional Fees	6,251.54	44,153.24	350.00	48,000.00	(3,846.76)
General Operating Expenses	217.06	3,351.40	1,597.89	2,500.00	851.40
Park and Events	0.00	515.00	501.85	0.00	515.00
Interfund Transfers	0.00	0.00	5,000.00	5,000.00	(5,000.00)
<b>Total Administrative</b>	<u>52,293.65</u>	<u>587,595.59</u>	<u>329,459.47</u>	<u>526,653.00</u>	<u>60,942.59</u>
<b>Public Works</b>					
Salary & Benefits	32,730.66	392,095.16	402,541.96	438,117.00	(46,021.84)
Employee Expenses	485.09	7,092.01	5,833.31	7,900.00	(807.99)
Professional Fees	0.00	28,055.00	3,535.00	17,000.00	11,055.00
General Operating Expenses	1,299.79	19,983.63	23,484.58	27,550.00	(7,566.37)
Utilities	1,513.77	15,895.82	13,087.19	14,000.00	1,895.82
Equipment and Maintenance	9,693.41	36,736.44	45,910.95	60,500.00	(23,763.56)
Interfund Transfers	0.00	0.00	50,000.00	50,000.00	(50,000.00)
<b>Total Public Works</b>	<u>45,722.72</u>	<u>499,858.06</u>	<u>544,392.99</u>	<u>615,067.00</u>	<u>(115,208.94)</u>
<b>Police</b>					
Salary & Benefits	66,609.77	906,694.51	990,632.85	985,422.00	(78,727.49)
Employee Expenses	422.51	20,680.60	20,136.32	27,000.00	(6,319.40)

See accountants' compilation report.



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

For The One Month and Twelve Months Ended December 31, 2023 and 2022

	<b>Month Ending 12/31/2023</b>	<b>Year To Date 12/31/2023</b>	<b>Year To Date 12/31/2022</b>	<b>Year Ending 12/31/2023</b>	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
Professional Fees	534.56	12,637.36	49,319.10	30,000.00	(17,362.64)
General Operating Expenses	4,857.54	45,210.67	56,599.21	58,100.00	(12,889.33)
Utilities	252.42	2,754.82	2,858.72	4,500.00	(1,745.18)
Equipment and Maintenance	3,417.60	12,356.63	10,610.16	10,500.00	1,856.63
Park and Events	0.00	1,100.00	0.00	1,000.00	100.00
Interfund Transfers	0.00	0.00	30,000.00	30,000.00	(30,000.00)
<b>Total Police</b>	<b>76,094.40</b>	<b>1,001,434.59</b>	<b>1,160,156.36</b>	<b>1,146,522.00</b>	<b>(145,087.41)</b>
<b>Parks &amp; Rec</b>					
General Operating Expenses	0.00	2,898.74	2,746.81	2,000.00	898.74
Utilities	453.15	26,769.09	16,379.33	30,000.00	(3,230.91)
Equipment and Maintenance	1,321.80	12,468.98	7,241.90	6,000.00	6,468.98
Park and Events	898.18	15,665.31	16,105.39	13,250.00	2,415.31
<b>Total Parks &amp; Rec</b>	<b>2,673.13</b>	<b>57,802.12</b>	<b>42,473.43</b>	<b>51,250.00</b>	<b>6,552.12</b>
<b>Non-Departmental</b>					
Salary & Benefits	324.01	(8,909.03)	0.00	0.00	(8,909.03)
Equipment and Maintenance	0.00	(1,475.00)	0.00	0.00	(1,475.00)
Street and Stormwater	4,725.00	(143.00)	0.00	0.00	(143.00)
Miscellaneous	0.00	26,038.73	0.00	0.00	26,038.73
Interfund Transfers	273,830.00	273,830.00	0.00	0.00	273,830.00
<b>Total Non-Departmental</b>	<b>278,879.01</b>	<b>289,341.70</b>	<b>0.00</b>	<b>0.00</b>	<b>289,341.70</b>
<b>Total Expenditures</b>	<b>545,994.83</b>	<b>3,068,879.02</b>	<b>2,712,481.16</b>	<b>3,092,622.00</b>	<b>(23,742.98)</b>
<b>Receipts Over (Under) Expenditures</b>	<b>\$ (337,049.35)</b>	<b>\$ 150,869.50</b>	<b>\$ 315,276.64</b>	<b>\$ (43,381.00)</b>	<b>194,250.50</b>

See accountants' compilation report.



**City of Westwood, Kansas**  
**Statement of Receipts and Expenditures - Regulatory Basis**  
 Other Funds  
 For The One Month Ended December 31, 2023

	Other Funds					
	Capital Improvements Fund	Equipment Reserve Fund	Stormwater Fund	Special Highway Fund	Woodside TIF/CID Fund	Debt Service Fund
	Month To Date 12/31/2023 Actual	Month To Date 12/31/2023 Actual	Month To Date 12/31/2023 Actual	Month To Date 12/31/2023 Actual	Month To Date 12/31/2023 Actual	Month To Date 12/31/2023 Actual
<b>Receipts</b>						
Taxes						
City Sales & Use Tax - Special	\$ 29,614.98	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Taxes	29,614.98	0.00	0.00	0.00	0.00	0.00
Restricted Use						
WV CID-1	0.00	0.00	0.00	0.00	17,138.25	0.00
WV CID-2	0.00	0.00	0.00	0.00	9,412.84	0.00
Interfund Transfers	100,000.00	205,000.00	0.00	0.00	0.00	237,346.00
Total Receipts	129,614.98	205,000.00	0.00	0.00	26,551.09	237,346.00
<b>Expenditures</b>						
General Operating Expenses	0.00	8.16	0.00	0.00	0.00	0.00
Street and Stormwater						
Capital Improvement Expense	6,757.00	0.00	0.00	0.00	0.00	0.00
Stormwater Expense	0.00	0.00	6,925.00	0.00	0.00	0.00
Total Street and Stormwater	6,757.00	0.00	6,925.00	0.00	0.00	0.00
Miscellaneous						
UMB CID Payment	0.00	0.00	0.00	0.00	22,167.87	0.00
Total Miscellaneous	0.00	0.00	0.00	0.00	22,167.87	0.00
Interfund Transfers	175,000.00	0.00	93,516.00	0.00	0.00	0.00
Total Expenditures	181,757.00	8.16	100,441.00	0.00	22,167.87	0.00
<b>Receipts Over (Under) Expenditures</b>	<b>\$ (52,142.02)</b>	<b>\$ 204,991.84</b>	<b>\$ (100,441.00)</b>	<b>\$ 0.00</b>	<b>\$ 4,383.22</b>	<b>\$ 237,346.00</b>

See accountants' compilation report.



**City of Westwood, Kansas**  
**Statement of Receipts and Expenditures - Regulatory Basis**  
 Other Funds  
 For The Twelve Months Ended December 31, 2023

**Other Funds**

	<b>Capital Improvements Fund Year To Date 12/31/2023 Actual</b>	<b>Equipment Reserve Fund Year To Date 12/31/2023 Actual</b>	<b>Stormwater Fund Year To Date 12/31/2023 Actual</b>	<b>Special Highway Fund Year To Date 12/31/2023 Actual</b>	<b>Woodside TIF/CID Fund Year To Date 12/31/2023 Actual</b>	<b>Debt Service Fund Year To Date 12/31/2023 Actual</b>
<b>Receipts</b>						
Taxes						
Ad Valorem Tax	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 17,388.30
City Sales & Use Tax - Special	353,625.14	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Tax	0.00	0.00	0.00	0.00	0.00	1,361.14
<b>Total Taxes</b>	<b>353,625.14</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>18,749.44</b>
Restricted Use						
Stormwater Utility Fee	0.00	0.00	122,133.02	0.00	0.00	0.00
State Hwy Maintenance	0.00	0.00	0.00	17,791.88	0.00	0.00
Special Highway Fund Revenue	0.00	0.00	0.00	46,988.00	0.00	0.00
JoCo CARS Program	259,000.00	0.00	0.00	0.00	0.00	0.00
WV Ad Valorem Tax	0.00	0.00	0.00	0.00	112,360.09	0.00
WV CID-1	0.00	0.00	0.00	0.00	228,228.94	0.00
WV CID-2	0.00	0.00	0.00	0.00	107,661.96	0.00
Reimbursements	95,626.62	0.00	0.00	0.00	0.00	0.00
Miscellaneous	28,484.08	0.00	0.00	0.00	0.00	0.00
Interfund Transfers	100,000.00	205,000.00	0.00	0.00	0.00	237,346.00
<b>Total Receipts</b>	<b>836,735.84</b>	<b>205,000.00</b>	<b>122,133.02</b>	<b>64,779.88</b>	<b>448,250.99</b>	<b>256,095.44</b>
<b>Expenditures</b>						
Professional Fees	406.00	0.00	592.50	1,185.00	0.00	3,000.00
General Operating Expenses	80.40	8.16	0.00	0.00	0.00	0.00
Equipment and Maintenance						
Repairs & Maint Leaf Truck	0.00	0.00	560.91	0.00	0.00	0.00
Stone Wall Repairs	5,145.00	0.00	0.00	0.00	0.00	0.00
Machinery & Equipment Purchase	0.00	(9.00)	0.00	0.00	0.00	0.00
Special Highway Maintenance	0.00	0.00	0.00	9.49	0.00	0.00
<b>Total Equipment and Maintenance</b>	<b>5,145.00</b>	<b>(9.00)</b>	<b>560.91</b>	<b>9.49</b>	<b>0.00</b>	<b>0.00</b>
Street and Stormwater						
Capital Improvement Expense	35,199.53	0.00	0.00	0.00	0.00	66,568.75
Special Highway Expense	0.00	0.00	0.00	149.18	0.00	0.00
Stormwater Expense	0.00	0.00	14,778.25	0.00	0.00	0.00
<b>Total Street and Stormwater</b>	<b>35,199.53</b>	<b>0.00</b>	<b>14,778.25</b>	<b>149.18</b>	<b>0.00</b>	<b>66,568.75</b>
Miscellaneous						
UMB TIF Payment	0.00	0.00	0.00	0.00	74,409.78	0.00
UMB CID Payment	0.00	0.00	0.00	0.00	228,488.77	0.00
Interest on GO Bond	0.00	0.00	0.00	0.00	0.00	77,312.52
Principal on GO Bond	0.00	0.00	0.00	0.00	0.00	135,000.00
<b>Total Miscellaneous</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>302,898.55</b>	<b>212,312.52</b>
Interfund Transfers	175,000.00	0.00	93,516.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>215,830.93</b>	<b>(0.84)</b>	<b>109,447.66</b>	<b>1,343.67</b>	<b>302,898.55</b>	<b>281,881.27</b>

See accountants' compilation report.



**City of Westwood, Kansas**  
**Statement of Receipts and Expenditures - Regulatory Basis**  
Other Funds  
For The Twelve Months Ended December 31, 2023

**Other Funds**

	<b>Capital Improvements Fund Year To Date 12/31/2023 Actual</b>	<b>Equipment Reserve Fund Year To Date 12/31/2023 Actual</b>	<b>Stormwater Fund Year To Date 12/31/2023 Actual</b>	<b>Special Highway Fund Year To Date 12/31/2023 Actual</b>	<b>Woodside TIF/CID Fund Year To Date 12/31/2023 Actual</b>	<b>Debt Service Fund Year To Date 12/31/2023 Actual</b>
<b>Receipts Over (Under) Expenditures</b>	<b>\$ 620,904.91</b>	<b>\$ 205,000.84</b>	<b>\$ 12,685.36</b>	<b>\$ 63,436.21</b>	<b>\$ 145,352.44</b>	<b>\$ (25,785.83)</b>

Draft

See accountants' compilation report.



**City of Westwood, Kansas**  
Summary of Expenditures - Actual and Budget  
Regulatory Basis  
For The Year Ended December 31, 2023

	<b>Certified Budget</b>	<b>Expenditures Chargeable to Current Year</b>	<b>Difference Over/(Under)</b>
	<u>                    </u>	<u>                    </u>	<u>                    </u>
<b>Expenditures</b>			
General Fund	3,092,622.00	3,068,879.02	(23,742.98)
Capital Improvements Fund	219,000.00	215,830.93	(3,169.07)
Equipment Reserve Fund	10,000.00	(0.84)	(10,000.84)
Stormwater Fund	119,516.00	109,447.66	(10,068.34)
Special Highway Fund	10,000.00	1,343.67	(8,656.33)
Woodside TIF/CID Fund	600,000.00	302,898.55	(297,101.45)
Debt Service Fund	337,312.50	281,881.27	(55,431.23)
	<u>                    </u>	<u>                    </u>	<u>                    </u>
<b>Total Expenditures</b>	<b><u>4,388,450.50</u></b>	<b><u>3,980,280.26</u></b>	<b><u>(408,170.24)</u></b>

Draft

See accountants' compilation report.

## COUNCIL ACTION FORM

Meeting Date: January 11, 2024

Staff Contact: Ryan Denk, City Attorney

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**Agenda Item:** Consider Ordinance 1039 approving a Franchise Agreement with Kansas Fiber Network, LLC

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### Background/Description of Item

Kansas Fiber Network, LLC desires to construct, operate, and maintain communications facilities within city rights-of-way. The City does not currently have a franchise agreement with Kansas Fiber Network, LLC formerly Abovenet Communications, Inc.

### Staff Comments/Recommendation

This agreement provides for a standard 5% franchise fee and standard City requirements and regulations for operating facilities within the right-of-way. This agreement is a bit different from existing franchise agreements as it imposes an additional charge per foot of any new cable laid, which is a precedent set by a neighboring Johnson County city and which was negotiated by the City Attorney for inclusion in Westwood's agreement as well.

### Budget Impact

The budget impact is unknown as the City does not yet have any right-of-way permit applications from this provider.

### *Suggested Motion*

*I move the City Council adopt Ordinance 1039 granting to Kansas Fiber Network, LLC a contract franchise to construct, operate, and maintain a telecommunications franchise in the City of Westwood, Kansas.*



**ORDINANCE NO. 1039**

**AN ORDINANCE GRANTING KANSAS FIBER NETWORK, LLC, A KANSAS LIMITED LIABILITY COMPANY, FORMERLY, ABOVE NET COMMUNICATIONS, INC., A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE, AND MAINTAIN A TELECOMMUNICATIONS FRANCHISE IN THE CITY OF WESTWOOD, KANSAS AND PRESCRIBING THE TERMS AND CONDITIONS OF SAID CONTRACT FRANCHISE.**

**RECITALS**

WHEREAS, Kanas Fiber Network, LLC (KSFiberNet) desires to lay fiberoptic cable in the right-of-way throughout the City of Westwood, Kansas, and

WHEREAS, KSFiberNet does not intend to make any above-ground attachments to facilities,

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

**SECTION 1. DEFINITIONS.**

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the singular include the plural. The word “shall” is always mandatory, and not merely directory.

- a. “Access line” means and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office-based switching arrangement where all stations served by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user-customer’s premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: (i) wireless telecommunications services, (ii) the sale or lease of unbundled loop facilities, (iii) special access services, and (iv) lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.

- b. “Access line count” means the number of access lines serving consumers within the corporate boundaries of the City on the last day of each month.
- c. “Access line fee” means a fee determined by the City, up to a maximum fee as set out in K.S.A 12-2001(c)(3) and amendments thereto, to be used by Grantee in calculating the amount of access line remittance.
- d. “Access line remittance” means the amount to be paid by Grantee to the City, the total of which is calculated by multiplying the access line fee, as determined in the City, by the number of access lines served by Grantee within the City for each month in that calendar quarter.
- e. “City” means the City of Westwood, Kansas.
- f. “Contract Franchise” means this Ordinance granting the right, privilege, and franchise to Grantee to provide Telecommunication Services within the City.
- g. “Facilities” means telephone and telecommunications lines, conduits, manholes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, and all equipment used to provide Telecommunication Services.
- h. “Grantee” means Kanas Fiber Network, LLC a Kansas limited liability company authorized to do business in the State of Kansas, a Telecommunication Services Provider providing service and/or operating facilities within the City. “Grantee” shall also include, as appropriate, any and all successors and assigns.
- i. “Gross Receipts” means only those receipts collected from within the corporate boundaries of the City and which are derived from the following: (A) recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (B) recurring local exchange access line services for pay phone lines provided by a telecommunications local exchange service provider to all pay phone service providers; (C) local directory assistance revenue; (D) line status verification/busy interrupt revenue; (E) local operator assistance revenue; and (F) nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from Gross Receipts. Gross Receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within Gross

Receipts. If the Grantee offers additional services of a wholly local nature which, if in existence on or before September 19, 2004, would have been included with the definition of Gross Receipts, such services shall be included from the date of the offering of such services in the City.

- j. “Local exchange service” means local switched telecommunications service within any local exchange service area approved by the state corporation commission, regardless of the medium by which the local telecommunications service is provided. The term “local exchange service” shall not include wireless communication services.
- k. “Public Right-of-Way” means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. “Public Right-of-Way” shall include the area on, below, or above the present and future streets, alleys, avenues, roads, highways, parkways, or boulevards dedicated or acquired as right-of-way. “Public Right-of-Way” does not include the airwaves above a right-of-way, with regard to wireless telecommunications, communications facilities for wireless services, or other non-wire telecommunications or broadcast service, easements obtained by utilities, or private easements in platted subdivisions or tracts.
- l. “Telecommunication Services” means providing the means of transmission between or among points specified by the user of information of the user’s choosing without change in the form or content of the information as sent and received.

## **SECTION 2. GRANT OF CONTRACT FRANCHISE.**

- a. There is hereby granted to Grantee this nonexclusive Contract Franchise to construct, maintain, extend, and operate its Facilities along, across, upon, or under any Public Right-of-Way for the purpose of any Telecommunication Services or system, including, but not limited to, supplying Telecommunication Services to the consumers or recipients of such service or services within the corporate boundaries of the City, for the term of this Contract Franchise, subject to the terms and conditions of this Contract Franchise.
- b. The grant of this Contract Franchise by the City shall not convey title, equitable or legal, in any Public Right-of-Way, and shall grant only the right to occupy the Public Right-of-Way for the purposes and for the period stated in this Contract Franchise. This Contract Franchise does not:
  - (1) Grant the right to use Facilities or any other property, telecommunications-related or otherwise, owned or controlled by the City or a third-party, without the consent of such party.
  - (2) Grant the authority to construct, maintain, or operate any Facility or related

appurtenance on property owned by the City outside of the Public Right-of-Way, specifically including, but not limited to, parkland property, City Hall property, or public works facility property; or

- (3) Excuse Grantee from obtaining appropriate access, attachment, or other agreements before locating its Facilities on Facilities owned or controlled by the City or a third-party.
- c. As a condition of this grant, Grantee shall obtain and be responsible for any necessary permit, license, certification, grant, registration, or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission (“**FCC**”) or the Kansas Corporation Commission (“**KCC**”). Grantee shall also comply with all applicable laws, statutes, and/or City regulations (including, but not limited to, those relating to the construction and use of the Public Right-of-Way or other public or private property).
  - d. Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this Contract Franchise, and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state, or local law, regulation, or ordinance. In particular, this Contract Franchise does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5), as amended) within the City. Grantee agrees that this Contract Franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B), as amended, and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573, as amended.
  - e. This authority to occupy the Public Right-of-Way shall be granted in a competitively neutral and nondiscriminatory basis and shall not in conflict with state or federal law or regulation.

### **SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.**

- a. Pursuant to K.S.A. § 17-1902, and amendments thereto, and subject to the provisions of this Contract Franchise, Grantee shall have the right to construct, maintain, and operate its Facilities along, across, upon, and under the Public Right-of-Way. Such Facilities shall be so constructed and maintained so as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities or Public Right-of-Way users.
- b. Grantee’s use of the Public Right-of-Way shall always be subject to and subordinate to the reasonable public health, safety, and welfare requirements and regulations of the City. The City may exercise its Home Rule powers in its administration and regulation related to the

management of the Public Right-of-Way; provided, however, that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and the rules, regulations, policies, resolutions, and ordinances adopted by the City relating to the construction and use of the Public Right-of-Way, including, but not limited to, the City's Ordinance(s) for managing the use and occupancy of the Public Right-of-Way, and amendments thereto.

- c. Grantee shall participate in the Kansas One Call utility location program.

#### **SECTION 4. FRANCHISE FEE COMPENSATION TO THE CITY.**

- a. In consideration of this Contract Franchise, Grantee agrees to remit to the City a franchise fee of 5% of Gross Receipts. To determine the franchise fee, Grantee shall calculate the Gross Receipts and multiply such receipts by 5%. Thereafter, subject to subsection (b) of this Section 4, compensation for each calendar year of the remaining term of this Contract franchise shall continue to be based on a sum equal to 5% of Gross Receipts, unless the City notifies Grantee prior to ninety days (90) before the end of the calendar year that it intends to switch to an access line fee in the following calendar year; provided, however, such access line fee shall not exceed the maximum access line fee allowed by Kansas Statute. In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back, provided that the City notifies Grantee prior to ninety days (90) before the end of the calendar year.
- b. Pursuant to K.S.A. § 12-2001(l), and amendments thereto, beginning January 1, 2004, and every thirty-six (36) months thereafter, the City, subject to the public notification procedures set forth in K.S.A. § 12-2001(m), and amendments thereto, may elect to adopt an increased access line fee or gross receipts fee, subject to the provisions and maximum fee limitations provided in Kansas law or may choose to decline all or any portion of any increase in the access line fee.
- c. Grantee shall pay franchise fees due and payable to the City on a quarterly basis without requirement for invoice or demand from the City, and within forty-five (45) days of the last day of the quarter for which the payment of franchise fees due and payable to the City applies. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before its due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.
- d. Once per quarter, Grantee shall submit to the City a statement, executed by an authorized officer of Grantee or his or her designee, showing the amount of Gross Receipts for the period covered by the payment, and the manner in which the franchise fee was calculated.
- e. No acceptance by the City of any franchise fee shall be construed as an agreement or accord

that the amount paid was in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due hereunder shall be resolved in the manner set forth in K.S.A. § 12-2001 *et seq.*, and amendments thereto. Subject to any limitations of Kansas law, Grantee's payment obligations shall survive the expiration or termination of this Contract Franchise, to the extent Grantee owes franchise fees accumulated prior to such expiration or termination.

- f. The City shall have the right to examine, upon written notice to Grantee and no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Grantee.
- g. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees, and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001 and 17-1902, and amendments thereto. The franchise fee is compensation for use of the Public Right-of-Way and shall in no way be deemed a tax of any kind.
- h. Grantee shall remit an access line (franchise) fee or a Gross Receipts (franchise) fee to the City on those access lines that have been resold to another telecommunications local exchange service provider, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter a contract franchise ordinance. Such access line (franchise) fee or Gross Receipts (franchise) fee shall be in the same amount or percentage as the franchise fee set forth above in Subsection 4(a).

#### **SECTION 5. RIGHT-OF-WAY ATTACHMENT FEE AND CONDUIT ACCESS FEE.**

- a. As additional consideration for this Contract Franchise, Grantee agrees to pay the following fees described in this Section.
- b. One-Time Attachment Fee: \$2.00 per linear foot (multiplied by the number of linear feet of Communications Equipment installed under a single City Right-of- Way Permit within City Facilities which are not installed within the Conduit System). This fee will be paid within 30 days of any installation.
- c. One-Time Conduit Access Fee: \$5.00 per linear foot (multiplied by the number of linear feet of Communications Equipment installed under a single City Right- of-Way Permit within the Conduit System in City Facilities). This fee will be paid within 30 days of any installation. This fee will be paid any time Grantee uses any City conduits already in place.

- d. Non-Recurring Fees/Charges:
- i. Permit Application Fee: An amount equal to the fee for a Right-of-way Permit, as set forth by a Resolution of the Governing Body. The Permit Application Fee is intended to reimburse the City for costs incurred for review of the permit application and site design approval.
  - ii. Make Ready Work Charges: Permittee shall reimburse the City for all actual work done or contracted by the City for any make ready or other work done to accommodate Permittee's antennae and other equipment. The charge for such work shall include all reasonable material, labor engineering and administrative costs and applicable overhead costs.
  - iii. Inspection and Line Location Fees: Permittee shall reimburse the City for all actual work done or contracted by the City for any necessary inspections and line locations. The charge for such work shall include all reasonable material, labor engineering and administrative costs and applicable overhead costs.
- e. Unauthorized Attachment Penalty Fee: 3x Annual Attachment Fee, per occurrence.
- f. Failure to Timely Transfer, Abandon or Remove Facilities Penalty: 1/5 Attachment Fee per day, per line, first 30 days; The Attachment Fee per day, per line, second 30 days and thereafter.

## **SECTION 6. INDEMNITY AND HOLD HARMLESS.**

- a. It shall be the responsibility of Grantee to take adequate measures to protect and defend its Facilities in the Public Right-of-Way from harm or damage. If Grantee fails to accurately or timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. § 66-1801 *et seq.*, as amended, Grantee shall have no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage by way of their grossly negligent or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Grantee's Facilities.
- b. Grantee shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorneys' fees and costs of defense), proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, including, but not limited to, personal or bodily injury (including death), property damage, or other harm for which recovery of

damages is sought, to the degree that it is found by a court of competent jurisdiction to be caused by the negligence, gross negligence, or wrongful act of Grantee, any agent, officer, director, representative, employee, affiliate, or subcontractor of Grantee, or its respective officers, agents, employees, directors, or representatives, while installing, repairing, operating, or maintaining Facilities in the Public Right-of-Way.

- c. If Grantee and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under any state or federal law. This section is solely for the benefit of the City and Grantee and does not create or grant any rights, contractual or otherwise, to any other person or entity.
- d. Grantee or City shall promptly advise the other in writing of any known claim or demand made against Grantee or the City in any way related to or arising out of Grantee's activities in the Public Right-of-Way.

#### **SECTION 7. INSURANCE REQUIREMENT AND PERFORMANCE BOND.**

- a. During the term of this Contract Franchise, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers maintaining an AM Best rating of A- or higher and that are licensed to do business in the State of Kansas. Should Grantee elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Grantee shall provide not less than the following insurance:
  - (1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
  - (2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims-made basis, with a limit of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, death, and property damage liability. The Grantee may meet the policy limit requirements above in combination with commercial general liability policies and umbrella liability policies. The City shall be included and identified as an additional insured with respect to liability arising from Grantee's operations under this Contract Franchise.
- b. As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and as such Grantee has the ability to provide coverage in an amount not less than ONE MILLION AND NO/100THS



DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION AND NO/100THS DOLLARS (\$2,000,000.00) in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death, or property damage occasioned by Grantee, or alleged to so have been caused or occurred.

- c. Grantee shall, as a material condition of this Contract Franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above-required insurance is in full force and effect and will not be cancelled with respect to areas and entities covered without first giving the City thirty (30) days prior written notice. In the event of a claim giving rise to a question of coverage, Grantee shall make available to the City on request the applicable policy a certified copy of the policy in effect, so that limitations and exclusions can be evaluated for sufficiency and propriety of overall coverage.
- d. Grantee shall, as a material condition of this Contract Franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond in the amount of FIFTY THOUSAND AND NO/100THS DOLLARS (\$50,000.00), payable to the City to ensure the appropriate and timely performance in the construction and maintenance of Facilities located in the Public Right-of-Way. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the City Attorney in form and substance.

## **SECTION 8. REVOCATION AND TERMINATION.**

In case of failure on the part of Grantee to comply with any of the provisions of this Contract Franchise, or if Grantee should do or cause to be done any act, omission, or thing prohibited by or in violation of the terms of this Contract Franchise, Grantee shall forfeit all rights, privileges, and franchise(s) granted herein, and all such rights, privileges, and franchise(s) granted herein shall cease, terminate, and become null and void, and this Contract Franchise shall be deemed revoked or terminated; provided, however, that said revocation or termination shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Contract Franchise, it shall first serve a written notice upon Grantee, setting forth in detail the act, omission, thing, neglect, or failure complained of, and Grantee shall have sixty (60) days thereafter in which to cure same and comply with the conditions and requirements of this Contract Franchise. If, at the end of such sixty (60) day period, the City deems that the conditions have not been complied with, , the City shall take action to revoke and terminate this Contract Franchise by an affirmative vote of the City Council present at the meeting and voting, setting out the grounds upon which this Contract Franchise is to be revoked and terminated; provided, however, to afford Grantee due process, Grantee shall first be provided reasonable notice of the date, time, and location of the City Council's consideration, and shall have the right to address the City Council regarding such matter. Upon any determination by the City Council to revoke and terminate this

Contract Franchise, Grantee shall have thirty (30) days to appeal such decision to the District Court of Johnson County, Kansas. This Contract Franchise shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Grantee has instituted such an appeal. If Grantee timely institutes such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment; provided, however, that the failure of Grantee to comply with any of the provisions of this Contract Franchise or the doing or causing to be done by Grantee of anything prohibited by or in violation of the terms of this Contract Franchise shall not be a ground for the revocation or termination thereof when such act or omission on the part of Grantee is due to any cause or delay beyond the control of Grantee or to bona fide legal proceedings. Nothing herein is intended to prevent either party from invoking any other remedy that may otherwise exist at law or in equity.

### **SECTION 9. RESERVATION OF RIGHTS.**

- a. The City specifically reserves its right and authority as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Grantee's rates and services to ensure the rendering of efficient Telecommunication Services and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.
- b. In granting its consent hereunder, the City does not in any manner waive its legal, regulatory, or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its Home Rule powers under the Constitution of the State of Kansas, as the same may be amended, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- c. In granting its consent hereunder, Grantee does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- d. In entering into this Contract Franchise, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions, or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into this Contract Franchise, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee may have at law or in equity, including, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances or rulings.

### **SECTION 10. FAILURE TO ENFORCE.**

The failure of either the City or the Grantee to insist in any one or more instances upon the strict

performance of any one or more of the terms or provisions of this Contract Franchise shall not be construed as a waiver or relinquishment for the future enforcement or enforceability of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or Grantee unless said waiver or relinquishment is expressly stated in writing and signed by both the City and Grantee.

#### **SECTION 11. TERM AND TERMINATION DATE.**

- a. This Contract Franchise shall be effective for a term beginning on the Effective Date of this Contract Franchise and ending two (2) years after the Effective Date as set forth herein. Thereafter, this Contract Franchise will automatically renew for up to eight (8) additional two-year (2) terms, unless (i) either party notifies the other party of its intent to terminate the Contract Franchise at least ninety (90) days before the termination of the then current term, or (ii) either party has violated any provision hereof. The additional terms shall be deemed a continuation of this Contract Franchise and not as a new franchise or amendment.
- b. Upon the written request of either the City or the Grantee, this Contract Franchise shall be renegotiated at any time in accordance with the requirements of state law upon the occurrence any of the following events: changes in federal, state, or local laws, regulations, ordinances, or orders that materially affect any rights or obligations of either the City or the Grantee, including but not limited to the scope of the Contract Franchise granted to Grantee or the compensation to be received by the City hereunder.
- c. If any clause, sentence, section, or provision of this Contract Franchise or K.S.A. § 12-2001, and amendments hereto and thereto, is held to be invalid or unenforceable by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Grantee may elect to terminate this entire Contract Franchise. In the event of such invalidity or unenforceability, if Grantee is required by law to enter into a contract franchise with the City, the parties agree to act in good faith to promptly negotiate a new contract franchise.
- d. Amendments under this Section, if any, shall be made by Contract Franchise ordinance as prescribed by statute. This Contract Franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.
- e. In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this Contract Franchise upon the termination of this Contract Franchise, the parties by written mutual agreement may extend the termination date of this Contract Franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract Franchise and not as a new contract franchise ordinance or amendment.

**SECTION 12. POINT OF CONTACT AND NOTICES.**

Grantee shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Grantee in the event of an emergency. Grantee shall provide the City with said local contact’s name, address, telephone number, fax number and e-mail address. Emergency notice by Grantee to the City may be made by telephone or email communication to the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail, return receipt requested, or by facsimile. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. Any notice given by facsimile is deemed received by the next business day. “Business day” for purposes of this section shall mean Monday through Friday, excepting the City’s published observed holidays.

**The City:**

The City of Westwood  
4700 Rainbow Blvd.  
Westwood, KS 66205  
ATTN: City Administrator  
(913) 362-1550

**With a copy to:**

Ryan B. Denk  
MVP Law  
10 E. Cambridge Cir., Ste. 300  
Kansas City, KS 66103  
(913) 573-3310  
[rdenk@mvplaw.com](mailto:rdenk@mvplaw.com)

**Grantee:**

Kansas Fiber Network  
10875 Benson Drive, Ste. 130  
Overland Park, KS 66210  
  
913-213-2929  
[netdev@ksfiber.net](mailto:netdev@ksfiber.net)

**With a copy to:**

or to such replacement addresses that may be later designated in writing.

**SECTION 13. TRANSFER AND ASSIGNMENT.**

This Contract Franchise is granted solely to the Grantee and shall not be transferred or assigned without the prior written approval of the City; provided, however, that such transfer or assignment may occur without written consent of the City to a wholly owned parent or subsidiary, or between wholly owned subsidiaries, or to an entity with which Grantee is under common ownership or control, upon written notice to the City within 60 days of occurrence. The parties acknowledge

that the City's consent, which shall not be unreasonably withheld, shall be solely with regard to the transfer or assignment of this Contract Franchise. In the event of any transfer or assignment of either this Contract Franchise or Grantee's business or assets, Grantee shall: (i) timely notify the City of the successor entity; (ii) provide a point of contact for the successor entity; and (iii) advise the City of the effective date of the transfer or assignment. Additionally, Grantee's obligations under this Contract Franchise with regard to indemnity, bonding, and insurance shall continue until the transferee or assignee has taken the appropriate measures necessary to assume and replace the same, the intent being that there shall be no lapse in any coverage as a result of the transfer or assignment.

#### **SECTION 14. CONFIDENTIALITY.**

Information provided to the City under K.S.A. § 12-2001 related to this Contract Franchise shall be governed by confidentiality procedures in compliance with K.S.A. 45-215 and 66-1220a, *et seq.*, as amended. Grantee agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorneys' fees, arising from the actions of Grantee, or of the City, at the written request of Grantee, in seeking to safeguard the confidentiality of information provided by Grantee to the City under this Contract Franchise.

#### **SECTION 15. ACCEPTANCE OF TERMS.**

Grantee shall have sixty (60) days after the final passage and approval of this Contract Franchise to file with the City Clerk its acceptance in writing of the provisions, terms, and conditions of this Contract Franchise, which acceptance shall be duly acknowledged before an officer authorized by law to administer oaths; and when so accepted, this Contract Franchise and acceptance shall constitute a contract between the City and Grantee subject to the provisions of the laws of the State of Kansas, and such contract shall be deemed effective on the later date Grantee files acceptance with the City (the "Effective Date").

#### **SECTION 16. PAYMENT OF PUBLICATION COSTS.**

In accordance with Kansas Statute, Grantee shall be responsible for payment of all costs and expense of publishing this Contract Franchise, and any amendments hereof.

#### **SECTION 17. SEVERABILITY.**

If any clause, sentence, or section of this Contract Franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, that the City or Grantee may elect to declare the entire Contract Franchise is invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the Contract Franchise; further provided that, if Grantee is required by law to enter into a contract franchise

with the City, the parties agree to act in good faith in promptly negotiating a new contract franchise, and this Contract Franchise shall remain in effect according to its terms pending completion of any renegotiation provided by this Section 16.

**SECTION 18. FORCE MAJEURE.**

This nonexclusive Contract Franchise, grant, and privilege is granted under and subject to all applicable laws and under and subject to all of the orders, rules, and regulations now or hereafter adopted by governmental bodies now or hereafter having jurisdiction. However, each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war, pandemics, and other disasters beyond Grantee’s or the City’s control.

**SECTION 19. EFFECTIVE DATE OF ORDINANCE.**

This Contract Franchise shall take effect and be in force from and after its passage, approval by the City, acceptance by the Grantee, and publication in the official City newspaper.

PASSED by the City Council this 11<sup>th</sup> day of January, 2024.

APPROVED by the Mayor this 11<sup>th</sup> day of January, 2024.

CITY OF WESTWOOD, KANSAS

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

(SEAL)

Attest:

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

Approved as to form:

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

## COUNCIL ACTION FORM

Meeting Date: January 11, 2024

Staff Contact: Ryan Denk, City Attorney

**Agenda Item:** Discuss the City Administrator's annual performance review under K.S.A. 75-4319(b)(1), to discuss personnel matters of nonelected personnel

### Background/Description of Item

Pursuant to the Employment Agreement between the City of Westwood and Leslie Herring dated September 8, 2022, the Mayor, in consultation with the City Council, shall conduct an annual written review and evaluation of City Administrator Leslie Herring's performance. Such annual evaluation shall be conducted within forty-five (45) days of the annual anniversary date of this Agreement<sup>1</sup>. The Employee's evaluation will be in writing, and Employee will have the opportunity to respond in writing within fourteen (14) days of receiving the evaluation. Merit pay increases to Employee's base salary will be awarded to Employee upon evaluation of the Mayor and within the evaluation period - i.e. 45 days of the annual anniversary date of this Agreement - provided that sufficient funding exists for merit pay increases for city employees.

### *Suggested Motion*

*I move that the Governing Body recess into Executive Session for \_\_\_ minutes to discuss the City Administrator's annual performance review under K.S.A. 75-4319(b)(1), to discuss personnel matters of nonelected personnel. Present will be the members of the Governing Body and the City Attorney. The regular meeting will resume at \_\_\_\_\_.*

<sup>1</sup> The 45-day period lapsed on October 23, 2023; however, as this is the first performance evaluation of a City Administrator for the City of Westwood, and given the workload of the City Administrator from August to October, an evaluation process was not timely prepared and ready for the Mayor and City Council's use.