

# City of Westwood Hills Stormwater Management 2017 Cost Share Application

## Program Conditions and Instructions

The City of Westwood Hills is partnering with the Johnson County Stormwater Management Program to provide \$5,000.00 for a stormwater management cost-share program. The program is intended to help cover the cost of materials and/or contractor labor to install such projects. The City of Westwood Hills will provide a 50 percent match, up to \$150.00 for native plantings, with a maximum of one tree per resident, a 50 percent match, up to \$1,000.00 for native planting buffers/swales, maximum one per resident, and a 50 percent match up to \$1,000.00 for permeable pavement (driveways/patios), maximum one per resident.

Funding is available to applicants on a first come, first served basis, and applications will be considered in the order they are received.

Westwood Hills is available to help answer any questions you have as you work through the application. **DO NOT start your project until Westwood Hills has accepted your application and granted project approval.** If you have questions about the program, email us at [whclerk@gmail.com](mailto:whclerk@gmail.com).

### Program Applicant Conditions:

1. The applicant shall be responsible for all project costs. The City of Westwood Hills will provide reimbursement after the costs have been incurred. After the applicant submits all final costs and receipts, the City of Westwood Hills will verify the project is properly installed and will then provide reimbursement to the applicant.
2. The project must be installed and completed by October 31, 2017.
3. Only trees on the attached list qualify for the program. All native plantings for buffers and swales must be approved in advance by the City.
4. The applicant is responsible for following the City Ordinances on tree plantings, section 4-308, and all building ordinances concerning installation of landscaping and driveways or patios, including the requirement of obtaining a building permit.
5. The City of Westwood Hills will require access to your property for evaluation of the application prior to installation, during installation and after installation is complete for final inspection of the project. Photos will be taken of the project for possible use in promotional materials about Westwood Hills' Stormwater Program.
6. Implementation of an approved project is the sole responsibility of the property owner. The City of Westwood Hills is not liable for personal injury or property damage resulting from work or alterations in drainage.
7. Projects approved for funding carry no implied warranty by the City of Westwood Hills.
8. The funded project shall be maintained for a minimum period of three years. All maintenance costs are the responsibility of the property owner.
9. The applicant is responsible for obtaining any applicable permits. This includes notifying Kansas One Call before digging. This application approval does not constitute a permit.

**The application must be completed and submitted prior to approval being granted for reimbursement.**

### Instructions:

1. Fill out the application, which includes a project map or diagram, a cost summary, a project schedule and signed maintenance agreement form.
2. Make sure the application is signed by the property owner(s).
3. Submit the completed application and all required documents to:

City of Westwood Hills  
2216 West 49<sup>th</sup> Street  
Westwood Hills, KS 66205

**City of Westwood Hills  
Stormwater Management  
2017 Cost Share Application**

**Important Things to Remember...**

- You must maintain your project for three years after installation.
- Picking the right spot in your yard is critical.
- Westwood Hills' staff is here to assist you with this process.
- Always, always call Kansas One-call (811) before you dig.

**Application**

| Applicant/Property Owner | Email Address | Phone Number |
|--------------------------|---------------|--------------|
|                          |               |              |

| Address | City | State | Zip Code |
|---------|------|-------|----------|
|         |      |       |          |

Be sure to have thoroughly completed the following sections:

- Summary of project including project map or diagram showing the project location and area treated by the project
- Cost summary and/or contractor's estimate for the project.
- Project schedule and expected completion date.

**Estimated total cost of project:** \_\_\_\_\_

**Reimbursement amount Requested:** \_\_\_\_\_  
**(50% of cost, no more than \$150.00 for trees, \$1,000.00 for native planting buffers/swales, or \$1,000.00 for permeable pavement (driveways/patios).**

NOTE: Project reimbursement amount is subject to project approval. Some items may not be subject to reimbursement (wrong tree species, hardscaping, edging, etc.) or some expenses may be prorated. Project reimbursement will be evaluated on a case by case basis.

**Step 1: DETERMINE PROJECT LOCATION**

Sketch your yard. Indicate structures, existing landscaping and problem areas. Then, add where you would like your project to be placed. (Attach a separate document if additional space is needed)



**City of Westwood Hills  
Stormwater Management  
2017 Cost Share Application**

**Step 4: MAINTENANCE AGREEMENT**

**MAINTENANCE & RELEASE AGREEMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, \_\_\_\_\_ (“Grantee”) and the City of Westwood Hills, Kansas, a Kansas municipal corporation (“City”) agree to the following:

1. Grantee has voluntarily installed a native tree, native plantings on a buffer or swale, or permeable pavement as part of City’s Stormwater Best Practices Program and:
2. Grantee agrees to maintain the native tree, native plantings, or permeable pavement for a minimum of (3) years after project completion. Nothing within this section shall limit Grantee’s responsibility to maintain his/her property in accordance with the Westwood Hills City Code.
3. Grantee understands and acknowledges that neither the City’s agreement to reimburse Grantee a portion of the cost of the native tree, native plantings, or permeable pavement, nor any technical advice regarding its installation or maintenance, shall create any responsibility for the City to maintain or manage the native tree, native plantings, or permeable pavement, or create any liability upon the City.
4. Grantee agrees to indemnify, defend, and hold the City harmless for any damage, loss, or liability of any kind, including but not limited to injury to persons or damage to property which may be related to reimbursement of the cost of the native tree, native plantings, or permeable pavement, and/or work related to it on his/her property.
5. Grantee understands that the City may take photos of the native tree, native plantings, or permeable pavement and grants City the unrestricted right to use and publish photographs of Grantee and/or the native tree, native plantings, or permeable pavement without compensation, for editorial, trade, promotional, and any other purpose and in any manner and medium and to copyright the same. Grantee hereby releases the City from all claims and liability relating to said photographs.

GRANTEE

Joint Grantee/Owner

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**City of Westwood Hills  
Stormwater Management  
2017 Cost Share Application**

By signing the application, the applicant agrees that all information provided in this application is accurate and agrees to the conditions of this program.

In addition, by checking this box and signing this application, I grant the City of Westwood Hills, Kansas, non-revocable permission to take and capture images of any approved project under the Program in photographs, videos, or any other recorded media and to use, print, post, distribute, display, or publish those images in any manner the City deems appropriate. I further grant the City the right to access my property for the purposes of capturing the images. I hereby release and hold the City harmless from any and all liability arising out of the use of the images and waive any claims relating to the use of the images, including without limitation, claims for invasion of privacy rights or publicity. The City shall own any images taken by City staff.

(Photo release is not required to participate in this program but helps us promote it to others.)

|   |             |
|---|-------------|
| <b>Applicant/Property Owner Signature</b> | <b>Date</b> |
|   |             |

|   |             |
|---|-------------|
| <b>Applicant/Property Owner Printed</b> | <b>Date</b> |
|   |             |

|   |                         |                  |
|---|-------------------------|------------------|
| <b>City of Westwood Hills Approval</b>  | Amount Requested: _____ | Signature: _____ |
| <input type="checkbox"/> All documents enclosed<br><input type="checkbox"/> Team Review<br><input type="checkbox"/> Vendor Profile Completed<br><input type="checkbox"/> W-9 Received | Amount Approved: _____  | Date: _____      |