



**CITY OF WESTWOOD
City Council Meeting
May 14, 2020 - 7:00 p.m.**

Note: In an effort to mitigate the spread of COVID19, this meeting will be held remotely via Zoom. As a result of the remote-holding of the City Council meeting, there will not be open Comment on Non-Agenda Items. Any comments for the for the City Council on Non-Agenda items must be submitted in writing to abby.schneweis@westwoodks.org prior to 5:00 PM on Thursday, May 14, 2020, to be shared at the meeting. Comments must be limited to five minutes in length, as read.

Access Online

<https://us02web.zoom.us/j/87457052077?pwd=SzBDMlJVU3UyM1JhTk5sN3diZnloZz09>

Password: 651878 Or

Access by Phone

(312) 626-6799

Webinar ID: 874 5705 2077

Password: 651878

[Agenda Items](#)

- I. Call to Order – Mayor David E. Waters
- II. Comment on Non-Agenda Items
- III. Appointment and Swearing-in of City Clerk
- IV. Approval of April 9, 2020 City Council Meeting Minutes
- V. City Treasurer’s Report
 - A. Financial Statement – March 2020
 - B. Appropriation Ordinance #713
 - C. Financial Statement – April 2020
 - D. Appropriation Ordinance #714
- VI. City Attorney Report – City Attorney Ryan Denk
- VII. Administrative Report – City Clerk Leslie Herring
 - A. Consider proposal of Gilmore & Bell to perform post-issuance disclosure compliance services for GO Bonds, Series 2020A
 - B. Consider solid waste disposal service contract

C. Consider fence variance request for 2820 W. 50th Street

VIII. Police/Court Report – Chief Greg O'Halloran

A. Consider contract with All City Management Services Inc. to provide school crossing services

IX. Public Works Report – Public Works Director John Sullivan

A. Consider adopting Resolution No. 82-2020 approving the 2021 to 2025 City of Westwood CARS Program

B. Consider authorizing the mayor to sign an interlocal agreement with the Unified Government for cost sharing related to Improvements on W. 47th Street/Avenue.

C. Consider authorizing the mayor to sign the 2020 BMP Cost Share Agreement

D. Discuss the status of the annual fireworks display

X. Committee Reports

A. Administration & Compensation Committee Report

B. Business & Community Affairs Committee Report

C. Public Safety Committee Report

D. Public Works Committee Report

E. Parks & Recreation Committee Report

F. Mayor's Report

1. Proclamation – Peace Officers' Memorial Day and Police Week

2. Proclamation – National Public Works Week

3. Proclamation – Bike Month

X. Adjournment

COUNCIL ACTION FORM

Meeting Date: May 14, 2020

Staff Contact: David Waters, Mayor

Agenda Item: Consider mayoral appointment of City Clerk

Background / Description of Item:

Due to the resignation of City Clerk Fred Sherman in March of 2020, an appointment to the City Clerk position for the City of Westwood is needed.

1-301. APPOINTMENT. *The mayor, by and with the consent of the council, may appoint a city clerk, city treasurer, city attorney, municipal judge, chief of police and such other officers as may be deemed necessary for the best interest of the city. Such officers shall hold their respective offices for an indefinite term and may be removed by a majority vote of the total membership elected or appointed to the council, and may be suspended at any time by the mayor. All such appointments shall be entered on the journal of proceedings of the governing body.*

1-302. QUALIFICATIONS. *The officer elected and appointed shall be qualified as follows:*

- (a) The mayor and council members shall be qualified electors of said city under the constitution and laws of this state.*
- (b) The city clerk and city treasurer are not required to be qualified electors of Johnson County, Kansas.*
- (c) The municipal judge and city attorney shall be a resident of Johnson County, Kansas and admitted to practice law before the Supreme Court of the State of Kansas.*
- (d) The city engineer shall be a professional engineer registered by the State of Kansas.*
- (e) The Chief of Police, policemen, and other officers deemed necessary shall be residents of Johnson County, Kansas or of an adjoining county in the state.*

Leslie Herring, as a qualified appointee, is being nominated to serve as the City Clerk.

Staff Recommendation:

Confirm the appointment of Leslie Herring to the vacant City Clerk position.

Recommended Motion of the Mayor:

I move to appoint Leslie Herring to serve as City Clerk for an indefinite term and for sitting Assistant City Clerk Abby Schneweis to administer the oath of office to Ms. Herring.

City of Westwood, Kansas
Special City Council Meeting
4700 Rainbow Boulevard
April 9, 2020 – 7:00 p.m.
Held Remotely Via Zoom

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

Council Absent: None

Staff Present: Leslie Herring, CAO/City Clerk
Greg O'Halloran, Chief of Police
John Sullivan, Director of Public Works
Ryan Denk, City Attorney
Abby Schneweis, Assistant City Clerk

Call to Order

Mayor David E. Waters called the meeting to order at 7:00 p.m. on April 9, 2020. The Assistant City Clerk called the roll. A quorum was present.

Comment on Non-Agenda Items

Any comments for the Governing Body on non-agenda items were to be submitted to Ms. Schneweis by 5: pm on Thursday, April 9, 2020 to be shared during the meeting. Comments were to be limited to five minutes in length, as red.

No comments were submitted.

Approval of March 12, 2020 City council Meeting Minutes

Motion by Councilmember Harris to approve the March 12, 2020 City Council Meeting minutes as submitted. Second by Councilmember Cummins. Motion carried by a 5-0 voice vote.

Approval of March 26, 2020 City council Meeting Minutes

Motion by Councilmember Harris to approve the March 26, 2020 City Council Meeting minutes as submitted. Second by Councilmember Cummins. Motion carried by a 5-0 voice vote.

Treasurer's Report

Due to the Johnson County Stay at Home Order currently in place, Mr. Mills was unable to travel to City Hall to prepare the Treasurer's Report for the month of March 2020. The report will be presented during the May 14, 2020 meeting.

City Attorney Report

The City of Westwood owns the land Woodside Health & Fitness Club sits on, and Woodside pays a monthly rent rate of \$20,000.00 to the City of Westwood.

Woodside has closed down operations completely during the Johnson County 30 day Stay at Home Order, which began on March 24th. A request was made by Blair Tanner, owner of Woodside Health & Fitness Club, for the Governing Body to consider an abatement of rent payments to the City for May, June and July of 2020, and total of \$60,000.00. Additionally, Mr. Tanner asked the Governing Body to consider deferring rent payments for the months of August, September and October 2020. Mr. Tanner proposed the deferred rent would be paid over the next six months at a 50% rate in addition to regularly scheduled rent payments starting November 1, 2020.

Councilmember Steele asked Mr. Tanner if he had an idea if an extension for rent abatements might need to be extended in the future. Mr. Tanner said Woodside management is not sure what to expect at this time.

Councilmember Harris asked Mr. Tanner about the state of any insurance claims Woodside has made. Mr. Tanner stated there is an exclusion in Woodside's insurance policy for damage caused by viral or bacterial outbreaks. Mr. Tanner said his attorneys have advised to file for a claim anyway, expect to be rejected so Woodside has a record of the denial for evidence in case the federal government gets involved and forces insurance companies to pay policy holders. Mr. Tanner stated at this time Woodside ultimately does not expect to get receive a payout from their insurance policy for the club shutting down.

Councilmember Hannaman asked Mr. Denk if there are any provisions in the lease agreement that would force the City to take action if Woodside did not pay rent. Mr. Denk said there were no such provisions that would force the city to take certain actions if Woodside did not pay rent.

Councilmember Wimer asked if it would be possible to look in to the impacts of the request on the city financials before making a decision on whether or not to approve Woodside's request. Mayor Waters said it would be good for the Governing Body to reach a consensus on how to proceed.

Councilmember Cummins said she would not want to move forward on granting approval of Woodside's request unless it was documented in writing.

Councilmember Harris asked if any other entity pays rent to the City. Mr. Denk said the cities of Mission Woods and Westwood hills pay a monthly amount to use Westwood City Hall for meeting purposes, and that Woodside is the city's only commercial tenant.

Councilmember Harris said pending financial review, consultation with the city's financial and legal advisors and documenting a possible approval in writing, he is open to postponing or abating Woodside's rent payment. Councilmembers Cummins said she would consider approving the request if the city did its due diligence to find out the financial impacts of the request first. Councilmembers Wimer and Steele said she agreed with Councilmember Cummins. Councilmember Hannaman said he would be more in favor of a forbearance of rent than abatement.

Mayor Waters asked if there was a consensus by the Council to authorize and direct the Mayor to work through Woodside's proposal to investigate financial impacts and draft documentation of the arrangement for the Council to consider. All members of the Council confirmed this action.

Administrative Report

Ms. Schneweis had nothing additional to report.

Public Safety Report

Chief O'Halloran referred to the March 2020 Public Safety report and offered to answer any questions.

Public Works Report

Mr. Sullivan referred to the March 2020 Public Works report and offered to answer any questions.

A. Preliminary Engineering Design Services Agreement

The City of Westwood has requested from Uhl Engineering an agreement to study proposed improvements along W. 48th Street and W. 47th Terrace, respectively (the "Annex Streets"), analyzing the advantages and disadvantages of these alternates:

- One-Way Streets with angled/parallel parking on one side with sidewalk.
- 24-26 foot two-way streets with designated parking on one side with sidewalk.
- 24-26 foot two way streets with designated parking on one side and bump outs for parking on one side.

All Concepts will start preliminary conversations with utilities in the areas of potential conflict.

Councilmember Wimer asked when the city could expect to receive conceptual plans back from Uhl Engineering. Mr. Sullivan said it would be about 60 days.

Motion by Councilmember Harris to approve the expenditure from the CIP Fund in an amount not to exceed \$21,380.00 and authorize the Mayor to sign the contract. Second by Councilmember Hannaman. Motion carried by a 5-0 voice vote.

B. 47th Street Corridor Paint Only

The City of Westwood has contracted with CFS Engineers to design a "stripe only project" for the W. 47th Corridor to demonstrate the "Road Diet" concept and complete streets concept. The goal of this project is to demonstrate the effectiveness of a three-lane profile with bike lanes prior to the design for the actual project scheduled for 2022 utilizing Federal STP Funds. The plans for this demonstration project are complete and ready to go to bid. We will need to develop an Interlocal Agreement with the Unified Government to describe the construction cost sharing, roles and responsibilities. I will also need to develop the Bid Documents for this project. Included with this CAF is the current Engineers probable cost.

Motion by Councilmember Harris to authorize the Public Works Director to create the Interlocal Agreement for this project and authorize the development of the Bid Documents. Second by Councilmember Cummins. Motion carried by a 5-0 voice vote.

C. UBAS Project 2020

The City of Westwood entered into a joint bid with the City of Roeland Park and the City of Mission Woods. The Bid is administered through the City of Roeland Park. The Engineering and Inspection Services are being administered through Lamp Rynearson Engineers. The project bid received 1 bid from McAnany Construction. The Westwood portion of the bid is \$183,928.90. The Engineer's estimate is \$199,819.82.

The Streets that are included in the patching and surface treatment are:

- Belinder Avenue to include the adjoining street curb returns – Fairway City Limits to W. 47th Street
- W. 49th Street – Belinder Avenue west to cul-de-sac
- W. 48th Terrace – Mission Road east to cul-de-sac
- Norwood Street – W. 49th Terrace to W. 50th Street
- Fairway Road – W. 49th Terrace to W. 50th Street

The project also includes the crosswalks and stop bars at W. 50th Street and at W. 47th Street as well as pavement edge stripping on Belinder Avenue.

In addition, Belinder is a CARS Route so the city will be reimbursed for 50% of the costs associated with this corridor.

Motion by Councilmember Cummins to authorize the Public Works Director to authorize construction of the project. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

D. Engineering Contract for the demolition of 5050 Rainbow Boulevard

The City of Westwood purchased the Westwood Christian Church located at 5050 Rainbow Boulevard approximately 5 years ago. The property has been vacant and therefore not utilized since its purchase. It has been determined that the building should be razed and the property be utilized as green space. It is the intention to preserve the existing parking lot and connection to W. 51st Street but remove the driveway and the connection to Rainbow Boulevard. This will provide the same amount of parking for the school pickup and drop off as exists today. The City of Westwood has requested from Uhl Engineering an agreement to provide demolition documents and grading plans for the building located at 5050 Rainbow Boulevard. The plans shall include the demolition of the building, environmental abatements, sediment and erosion control measures, grading and parking lot preservation.

Motion by Councilmember Cummins to approve the expenditure from the CIP Fund in an amount not to exceed \$9,885.00 and authorize the Mayor to sign the contract for services. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

Committee Reports

a. Administration & Compensation Committee

Councilmember Hannaman said the Committee is working on hiring a new Chief Administrative Officer/City Clerk

b. Business & Community Affairs Committee

Councilmember Cummins had nothing to report.

c. Public Safety Committee

Councilmember Harris had nothing to report.

d. Public Works Committee

Councilmember Steele had nothing to report.

e. Parks & Recreation Committee

Councilmember Wimer had nothing to report.

Mayor's Report

i. Resolution Confirming Proclamation of a State of Emergency

Motion by Councilmember Harris to approve Resolution 81-2020 confirming the Mayor's proclamation of a state of local emergency for the city of Westwood, Kansas related to the COVID19 pandemic. Second by Councilmember Hannaman. Motion carried by a 5-0 voice vote.

ii. CAO/City Clerk Position

Mayor Waters thanked the Council and staff for assisting with hiring the new Chief Administrative Officer/City Clerk, Leslie Herring. Mrs. Herring will begin serving Westwood on Monday, May 4, 2020.

Adjournment

Motion by councilmember Hannaman to adjourn the meeting. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote. The meeting adjourned at 8:50 pm.

APPROVED: _____
David E. Waters, Mayor

ATTEST: _____
Leslie Herring, City Clerk

CITY OF WESTWOOD
PROJECTED RESULTS OF OPERATIONS
FOR THE YEAR ENDING DECEMBER 31, 2020
AS OF MARCH 31, 2020

FUND DESCRIPTION	MONTHLY MAR 2020	--YTD ACTIVITY THRU-- MAR 2020	MAR 2019	2020 BUDGET	PROJECTED 2020	PROJECTED VARIANCE
GENERAL FUND ONLY:						
REVENUE	193,965.94	919,041.13	963,194.64	2,796,904.00	2,796,904.00	0.00
TOTAL REVENUE	193,965.94	919,041.13	963,194.64	2,796,904.00	2,796,904.00	0.00
ADMIN EXPENSE	33,778.36	95,122.18	67,726.60	310,254.00	310,254.00	0.00
PUBLIC WORKS	27,749.71	116,234.47	125,506.14	530,702.00	530,702.00	0.00
POLICE EXPENSE	80,409.49	259,469.37	256,687.19	1,221,383.00	1,221,383.00	0.00
GENERAL OVERHEAD	110,386.23	210,665.43	191,299.16	750,365.00	750,365.00	0.00
PARKS & REC	2,199.28	9,846.21	15,763.61	74,050.00	74,050.00	0.00
TOTAL EXPENSES	254,523.07	691,337.66	656,982.70	2,886,754.00	2,886,754.00	0.00
INCREASE (DECREASE) IN FUND BALANCE	(60,557.13)	227,703.47	306,211.94	(89,850.00)	(89,850.00)	0.00
	=====	=====	=====	=====	=====	=====

GENERAL FUND ANALYSIS:

SPENDING INCREASE (DECREASE) OVER PRIOR YEAR 5.23%
=====

REVENUE INCREASE (DECREASE) OVER PRIOR YEAR -4.58%
=====

CITY OF WESTWOOD
STATEMENT OF OPERATIONS
GENERAL FUND
FOR THE THREE PERIODS ENDED MARCH 31, 2020

	PERIOD TO DATE	YEAR TO DATE			
	ACTUAL	ACTUAL	PRIOR YEAR	ANNUAL BUDGT	ANN BUDGT VAR
REVENUES					
6002-01 ADVALOREM TAX	21,803.80	333,877.93	308,422.14	556,946.00	(223,068.07)
6004-01 WOODSIDE RENT	20,000.00	60,000.00	60,000.00	240,000.00	(180,000.00)
6006-01 MOTOR VEHICLE TAX	5,740.53	15,578.41	14,560.03	56,692.00	(41,113.59)
6016-01 UTILITY FRANCHISE TAXES	16,094.86	41,431.88	57,549.67	210,000.00	(168,568.12)
6018-01 BUSINESS LICENSE & PERMIT	75.00	7,708.69	8,570.74	16,000.00	(8,291.31)
6020-01 NON BUS LICENSE & PERMIT	15.00	92.00	91.75	200.00	(108.00)
6021-01 BUILDING PERMIT FEES-WW	952.00	6,506.00	9,514.33	30,000.00	(23,494.00)
6022-01 CONTINGENT BLDG PERMIT FEES				135,000.00	(135,000.00)
6023-01 BUILDING PERMIT FEES-WWH	35.00	1,487.00	253.00		1,487.00
6024-01 BUILDING PERMIT FEES - MW	1,204.00	2,193.50	4,416.00		2,193.50
6034-01 STATE HIGHWAY MAINTENANCE		3,735.45	2,241.27	14,820.00	(11,084.55)
6035-01 SPECIAL HIGHWAY -				45,140.00	(45,140.00)
6038-01 CITY SALES & USE TAX	46,750.08	139,914.37	126,316.45	508,000.00	(368,085.63)
6039-01 CITY SALES & USE TAX - SPECIAL			63,158.24		
6040-01 COUNTY SALES & USE TAX	20,291.79	69,224.02	67,880.78	267,000.00	(197,775.98)
6042-01 LIQUOR GROSS RECEIPTS TAX	13,048.93	13,048.93	11,536.34	65,000.00	(51,951.07)
6048-01 POLICE SVC WESTWOOD HILLS	12,916.67	38,750.01	38,750.01	155,000.00	(116,249.99)
6050-01 POLICE SVC MISSION WOODS	10,416.67	31,250.01	31,250.01	125,000.00	(93,749.99)
6051-01 POLICE SERV-CROSSING GUARD	158.64	614.73	831.15	2,500.00	(1,885.27)
6052-01 POLICE SERV-EXTRA PATROL	3,399.91	5,383.19	9,268.79	45,000.00	(39,616.81)
6058-01 MUNICIPAL COURT FINES	15,224.00	53,974.00	45,815.50	140,000.00	(86,026.00)
6059-01 CITY HALL USE - MW	175.00	525.00	525.00	2,100.00	(1,575.00)
6060-01 CITY HALL USE - WWH	175.00	525.00	525.00	2,100.00	(1,575.00)
6064-01 INTEREST EARNINGS	119.04	326.33	259.23	300.00	26.33
6068-01 SPECIAL ASSESSMENTS	4,510.80	78,262.80	76,170.08	133,956.00	(55,693.20)
6070-01 SALE OF TRASH BAGS	20.00	142.50	5.00	250.00	(107.50)
6071-01 COMMUNITY ROOM FEES	(440.00)	1,648.75	2,290.00	5,000.00	(3,351.25)
6072-01 OTHER INCOME	6.50	1,843.47	7,021.90	2,500.00	(656.53)
6073-01 PUBLIC WORKS SERVICES	665.22	9,183.41	13,925.98	15,000.00	(5,816.59)
6074-01 MW - CITY CLERK SERVICES	450.00	1,350.00	900.00	5,400.00	(4,050.00)
6076-01 SWIMMING POOL FEES				14,000.00	(14,000.00)
6078-01 INSPECTION FEES	157.50	463.75	1,146.25	4,000.00	(3,536.25)
TOTAL REVENUES	193,965.94	919,041.13	963,194.64	2,796,904.00	(1,877,862.87)

CITY OF WESTWOOD
STATEMENT OF OPERATIONS
GENERAL FUND
FOR THE THREE PERIODS ENDED MARCH 31, 2020

	PERIOD TO DATE	YEAR TO DATE			
	ACTUAL	ACTUAL	PRIOR YEAR	ANNUAL BUDGT	ANN BDGT VAR
EXPENSES					
ADMINISTRATIVE					
8002-01 SALARIES-Admin Staff	27,515.58	60,059.04	46,398.60	205,692.00	145,632.96
8003-01 ADMIN OVERTIME PAY				4,720.00	4,720.00
8004-01 PAYROLL TAXES	2,049.30	4,465.89	3,528.95	18,937.00	14,471.11
8006-01 RETIREMENT PLAN CONTRIB	1,761.42	5,213.37	5,416.42	20,221.00	15,007.63
8008-01 ADMIN HEALTH INSURANCE	2,261.67	7,312.07	6,359.19	31,054.00	23,741.93
8010-01 OFFICE SUPPLIES	100.39	410.25	249.79	1,500.00	1,089.75
8021-01 RECEPTION & MEALS		210.47	454.57	2,500.00	2,289.53
8022-01 TRAVEL ALLOWANCE		1,099.00		1,000.00	(99.00)
8023-01 MAYOR'S DISCRETIONARY FUND		21.90		1,000.00	978.10
8024-01 TRAINING		1,025.00		1,800.00	775.00
8030-01 PROFESSIONAL FEES			70.84		
8034-01 COMPUTER EXPENSE	90.00	13,543.19	2,471.40	16,030.00	2,486.81
8036-01 PRINTING		162.00		1,000.00	838.00
8060-01 DUES/SUBSCRIPTIONS		1,600.00	2,165.00	1,800.00	200.00
8062-01 HEALTH INSURANCE			611.84		
8074-01 MACHINERY/EQUIPMENT				3,000.00	3,000.00
TOTAL ADMINISTRATIVE	33,778.36	95,122.18	67,726.60	310,254.00	215,131.82

CITY OF WESTWOOD
STATEMENT OF OPERATIONS
GENERAL FUND
FOR THE THREE PERIODS ENDED MARCH 31, 2020

	PERIOD TO DATE ACTUAL	YEAR TO DATE			
		ACTUAL	PRIOR YEAR	ANNUAL BUDGT	ANN BDGT VAR
PUBLIC WORKS					
8102-01 SALARIES	15,798.62	65,849.21	64,646.74	246,397.00	180,547.79
8103-01 PW OVERTIME				15,890.00	15,890.00
8104-01 PAYROLL TAXES	1,174.25	4,894.52	4,917.54	23,606.00	18,711.48
8106-01 RETIREMENT	2,194.95	6,496.48	6,594.13	25,206.00	18,709.52
8108-01 HEALTH INSURANCE	5,425.74	17,386.09	16,608.10	77,303.00	59,916.91
8109-01 DOT DRUG TEST ADMINI		60.50	88.00	500.00	439.50
8110-01 OFFICE SUPPLIES	32.31	68.17	205.23	750.00	681.83
8112-01 OPERATIONS SUPPLY GAS & OIL		2,926.60	2,199.86	13,500.00	10,573.40
8114-01 OPERATING SUPPLIES OTHER	502.96	969.50	942.44	8,000.00	7,030.50
8120-01 SMALL TOOL EXPENSE	217.91	454.24	249.09	3,000.00	2,545.76
8122-01 TRAVEL EXPENSE	24.69	76.65	431.01	1,200.00	1,123.35
8124-01 TRAINING PROGRAMS				1,200.00	1,200.00
8126-01 STREET LIGHT & TRAF SIGNS	64.22	3,709.10	1,473.63	14,500.00	10,790.90
8136-01 PRINTING				300.00	300.00
8140-01 PUBLIC UTILITIES (PW shop)	750.69	2,666.39	3,216.09	14,000.00	11,333.61
8142-01 WASTE DISPOSAL/DUMPSTER				2,000.00	2,000.00
8144-01 REPAIRS & MAINT VEHICLES	123.90	(228.33)	1,857.00	6,600.00	6,828.33
8150-01 REPAIRS & MAINT OTHER	140.22	1,225.55	6,024.53	8,000.00	6,774.45
8160-01 DUES & SUBSCRIPTIONS			1,515.43	2,000.00	2,000.00
8168-01 UNIFORMS	819.73	1,177.59	159.85	1,750.00	572.41
8170-01 BUILDINGS	479.52	729.42	807.77	3,500.00	2,770.58
8172-01 SAND & SALT		5,157.36	9,569.70	9,500.00	4,342.64
8174-01 MACHINERY & EQUIPMENT				35,000.00	35,000.00
8175-01 PROFESSIONAL FEES		2,615.43		2,000.00	(615.43)
8176-01 PW PROF FEES				2,000.00	2,000.00
8177-01 ENG CONSULTANT TRANSFER			4,000.00	13,000.00	13,000.00
TOTAL PUBLIC WORKS	27,749.71	116,234.47	125,506.14	530,702.00	414,467.53

CITY OF WESTWOOD
STATEMENT OF OPERATIONS
GENERAL FUND
FOR THE THREE PERIODS ENDED MARCH 31, 2020

	PERIOD TO DATE ACTUAL	YEAR TO DATE			
		ACTUAL	PRIOR YEAR	ANNUAL BUDGT	ANN BDGT VAR
POLICE					
8202-01 SALARIES-Police Personnel Only	44,831.57	134,673.50	132,928.26	537,741.00	403,067.50
8203-01 PS OVERTIME				67,250.00	67,250.00
8204-01 PAYROLL TAXES	3,463.33	10,394.08	10,510.47	54,449.00	44,054.92
8205-01 CAR ALLOWANCE				5,400.00	5,400.00
8206-01 RETIREMENT	7,945.04	23,515.27	27,410.48	91,222.00	67,706.73
8208-01 HEALTH INSURANCE	10,711.69	37,141.63	39,163.09	162,678.00	125,536.37
8210-01 OPERATING SUPPLIES	498.92	1,107.11	1,072.84	8,000.00	6,892.89
8212-01 GAS & OIL	836.81	2,732.93	2,060.63	19,000.00	16,267.07
8214-01 UNIFORMS & CLEANING		726.90	871.09	8,500.00	7,773.10
8218-01 MUNICIPAL COURT COSTS	1,852.74	7,316.42	3,992.02	14,000.00	6,683.58
8219-01 RECORDS MGMT SYSTEM		289.38		5,000.00	4,710.62
8221-01 MENTAL HEALTH CO-RESONDER		915.73	337.75	5,000.00	4,084.27
8222-01 TRAVEL ALLOWANCE			5.10	4,000.00	4,000.00
8224-01 TRAINING PROGRAMS		3,607.00	3,371.00	11,500.00	7,893.00
8225-01 SALARIES - Court Clerk only	5,005.95	15,035.94	14,232.19	59,265.00	44,229.06
8226-01 PAYROLL TAXES - Court Clerk	372.00	1,116.73	1,082.51	5,603.00	4,486.27
8227-01 RETIREMENT - Court Clerk	520.48	1,540.47	1,612.62	5,983.00	4,442.53
8229-01 OVERTIME - COURT CLERK				2,992.00	2,992.00
8230-01 PROSECUTOR & JUDGE	1,925.00	5,600.00	5,600.00	23,100.00	17,500.00
8232-01 COMMUNICATIONS	473.35	841.39	775.44	5,000.00	4,158.61
8234-01 COMPUTER EXPENSE	800.00	3,151.39	7,574.30	24,000.00	20,848.61
8236-01 PRINTING		187.00		2,000.00	1,813.00
8244-01 REPAIRS & MAINT VEHICLES	332.91	1,984.09	1,918.12	7,000.00	5,015.91
8250-01 REPAIRS & MAINT - OTHER			19.58	4,000.00	4,000.00
8260-01 DUES & SUBSCRIPTIONS	56.00	310.53	148.88	2,000.00	1,689.47
8262-01 MISCELLANEOUS	109.48	537.65	670.98	2,500.00	1,962.35
8264-01 SCHOOL CROSSING GUARD	674.22	1,665.72	1,329.84	7,200.00	5,534.28
8266-01 ANIMAL CONTROL				11,000.00	11,000.00
8274-01 MACHINERY & EQUIPMENT		5,078.51		66,000.00	60,921.49
TOTAL POLICE	80,409.49	259,469.37	256,687.19	1,221,383.00	961,913.63

CITY OF WESTWOOD
STATEMENT OF OPERATIONS
GENERAL FUND
FOR THE THREE PERIODS ENDED MARCH 31, 2020

	PERIOD TO DATE ACTUAL	YEAR TO DATE			
		ACTUAL	PRIOR YEAR	ANNUAL BUDGT	ANN BDGT VAR
GENERAL OVERHEAD					
8310-01 PAYROLL SERVICES	295.97	1,147.06	1,113.82	4,500.00	3,352.94
8314-01 OPERATING SUPPLIES	641.70	2,291.74	2,089.27	7,030.00	4,738.26
8320-01 SALARIES-Governing Body only	1,950.00	5,850.00	5,850.00	23,400.00	17,550.00
8324-01 PAYROLL TAXES-Gov Body only	145.66	435.90	445.41	2,106.00	1,670.10
8325-01 AUDIT EXPENSES		7,175.00		7,000.00	(175.00)
8327-01 LEGAL SERVICES	1,036.00	2,726.50	5,673.50	35,000.00	32,273.50
8330-01 SALARIES-treasurer only	2,065.00	9,602.50	9,236.25	22,000.00	12,397.50
8331-01 401a Match				11,000.00	11,000.00
8332-01 LEGAL PUB & CLASS ADS	101.56	1,763.43	122.93	750.00	(1,013.43)
8334-01 PAYROLL TAXES-treasurer only	67.23	201.18	205.57	972.00	770.82
8336-01 CITY NEWSLETTER/PRINTING			452.00	3,000.00	3,000.00
8337-01 LEGAL PUB & CLASS ADS	100.00	100.00	106.00		(100.00)
8338-01 INSURANCE & BONDS	69,395.96	93,185.96	83,982.00	86,900.00	(6,285.96)
8342-01 WASTE DISPOSAL	11,104.44	44,417.76	44,417.76	133,253.00	88,835.24
8353-01 BUSINESS/COMMUNITY AFFAIRS			(500.00)	6,750.00	6,750.00
8354-01 BLDG & GROUNDS-CITY HALL MAINT	10.44	1,697.31	1,483.52	13,000.00	11,302.69
8359-01 TELEPHONE	353.57	1,400.12	1,408.07	4,500.00	3,099.88
8360-01 LEASED ST LIGHT/TRAFFIC SIGNAL	7,141.56	11,829.13	10,490.82	42,000.00	30,170.87
8361-01 POSTAGE		300.00	907.51	4,000.00	3,700.00
8362-01 CITY HALL UTILITIES	1,796.91	6,315.03	6,062.11	31,500.00	25,184.97
8370-01 BUILDING MAINT/CLEANING	1,487.90	4,809.48	5,367.12	19,804.00	14,994.52
8372-01 CONTINGENCY			10.00	15,000.00	15,000.00
8374-01 EQUIPMENT RESERVE TRANSFER				5,000.00	5,000.00
8375-01 STONE WALL MAINT TRANSFER				5,000.00	5,000.00
8376-01 ST HIGHWAY MAINT TRANSFER				14,900.00	14,900.00
8377-01 CIP TRANSFER				85,000.00	85,000.00
8378-01 CONTINGENCY BLDG PMT FEES			8,643.75	135,000.00	135,000.00
8379-01 WV TIF CID SALES TAX Transfer	12,692.33	12,692.33		24,000.00	11,307.67
8380-01 OUTSIDE AGENCIES		2,725.00	3,731.75	8,000.00	5,275.00
TOTAL GENERAL OVERHEAD	110,386.23	210,665.43	191,299.16	750,365.00	539,699.57
OTHER					
TOTAL OTHER	.00	.00	.00	.00	.00

CITY OF WESTWOOD
STATEMENT OF OPERATIONS
GENERAL FUND
FOR THE THREE PERIODS ENDED MARCH 31, 2020

	PERIOD TO DATE ACTUAL	YEAR TO DATE			
		ACTUAL	PRIOR YEAR	ANNUAL BUDGT	ANN BDGT VAR
PARKS & RECREATION					
8514-01 OPERATING SUPPLIES OTHER			26.59	2,000.00	2,000.00
8540-01 PUBLIC UTILITIES	908.10	3,445.78	4,487.72	18,000.00	14,554.22
8550-01 REPAIRS & MAINT. OTHER	231.18	5,070.43	10,164.30	6,000.00	929.57
8552-01 PROJECTS				10,000.00	10,000.00
8554-01 TREE & EASEMENT CARE			25.00	15,000.00	15,000.00
8555-01 LANDSCAPING & EASE MAINT	1,060.00	1,060.00	1,060.00	10,000.00	8,940.00
8566-01 COMMUNITY PICNIC				7,000.00	7,000.00
8567-01 FIREWORKS				3,200.00	3,200.00
8569-01 OTHER EVENTS		270.00		2,500.00	2,230.00
8574-01 POOL PASSES				350.00	350.00
TOTAL PARKS & RECREATION	2,199.28	9,846.21	15,763.61	74,050.00	64,203.79
TOTAL EXPENSES	254,523.07	691,337.66	656,982.70	2,886,754.00	2,195,416.34
EXCESS REVENUES OVER EXPENSES	(60,557.13)	227,703.47	306,211.94	(89,850.00)	317,553.47

CITY OF WESTWOOD
STATEMENT OF OPERATIONS
WOODSIDE VILLAGE TIF FUND
FOR THE THREE PERIODS ENDED MARCH 31, 2020

	PERIOD TO DATE ACTUAL	YEAR TO DATE			
		ACTUAL	PRIOR YEAR	ANNUAL BUDGT	ANN BDGT VAR
REVENUES					
6002-06 AD VALOREM TAX	4,042.73	139,910.07	137,361.03		139,910.07
6038-06 CID-1	12,692.33	39,640.70	37,445.04		39,640.70
6040-06 CID-2	6,527.14	19,859.71	17,126.81		19,859.71
TOTAL REVENUES	23,262.20	199,410.48	191,932.88	.00	199,410.48
EXPENSES					
ADMINISTRATIVE					
8006-06 UMB TIF PAYMENT		146,156.87	136,773.38		(146,156.87)
TOTAL ADMINISTRATIVE	.00	146,156.87	136,773.38	.00	(146,156.87)
TOTAL EXPENSES	.00	146,156.87	136,773.38	.00	(146,156.87)
TOTAL REVENUES OVER EXPENSES	23,262.20	53,253.61	55,159.50	.00	53,253.61

CITY OF WESTWOOD
STATEMENT OF OPERATIONS
OTHER FUNDS
FOR THE THREE PERIODS ENDED MARCH 31, 2020

	PERIOD TO DATE ACTUAL	YEAR TO DATE			
		ACTUAL	PRIOR YEAR	ANNUAL BUDGT	ANN BDGT VAR
REVENUES					
6002-08 STORM WATER FUND	5,778.30	76,321.80	58,522.50		76,321.80
6003-08 AD VALOREM TAX	513.61	7,949.66			7,949.66
6006-08 SPECIAL HIGHWAY FUND		11,610.22	11,280.92		11,610.22
6039-08 CITY SALES & USE TAX - SPECIAL	23,374.99	69,957.14			69,957.14
6042-08 BOND PROCEEDS REVENUE	75,430.13	75,430.13			75,430.13
TOTAL REVENUES	105,097.03	241,268.95	69,803.42	.00	241,268.95
EXPENSES					
ADMINISTRATIVE					
8173-08 STORM WATER EXP	71.24	36,913.63	5,460.71		(36,913.63)
8175-08 SPECIAL HIGHWAY EXP		131.25			(131.25)
8176-08 CAPITAL IMPROVEMENT EXP	11,028.14	120,519.39	58,962.52		(120,519.39)
8178-08 BOND PROJECT COSTS	52,485.00	668,997.65			(668,997.65)
TOTAL ADMINISTRATIVE	63,584.38	826,561.92	64,423.23	.00	(826,561.92)
TOTAL EXPENSES	63,584.38	826,561.92	64,423.23	.00	(826,561.92)
TOTAL REVENUES OVER EXPENSES	41,512.65	(585,292.97)	5,380.19	.00	(585,292.97)

CITY OF WESTWOOD
BALANCE SHEET
WOODSIDE VILLAGE TIF FUND
MARCH 31, 2020

ASSETS

CURRENT ASSETS	
CASH IN BANK-TIF Fund	226,796.37
	<hr/>
TOTAL CURRENT ASSETS	226,796.37
	<hr/>
FIXED ASSETS	
	<hr/>
TOTAL FIXED ASSETS	.00
	<hr/>
TOTAL ASSETS	226,796.37
	<hr/> <hr/>

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES	
	<hr/>
TOTAL CURRENT LIABILITIES	.00
	<hr/>
TOTAL LIABILITIES	.00
	<hr/>
FUND BALANCE	
FUND BALANCE - TIF	173,542.76
FUND BALANCE-CURRENT YEAR	53,253.61
	<hr/>
TOTAL FUND BALANCE	226,796.37
	<hr/>
TOTAL LIABILITIES AND FUND BALANCE	226,796.37
	<hr/> <hr/>

CITY OF WESTWOOD
BALANCE SHEET
OTHER FUNDS
MARCH 31, 2020

ASSETS

CURRENT ASSETS

Cash in bank - Other Funds

1,130,836.87

TOTAL CURRENT ASSETS

1,130,836.87

FIXED ASSETS

TOTAL FIXED ASSETS

.00

TOTAL ASSETS

1,130,836.87

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES

.00

TOTAL LIABILITIES

.00

FUND BALANCE

Fund balance - Other Funds

1,716,129.84

FUND BALANCE-CURRENT YEAR

(585,292.97)

TOTAL FUND BALANCE

1,130,836.87

TOTAL LIABILITIES AND FUND BALANCE

1,130,836.87

CITY OF WESTWOOD
BALANCE SHEET
MARCH 31, 2020

ASSETS

CURRENT ASSETS

PETTY CASH	\$250.00	
Cash in bank - General	891,663.70	
CASH IN BANK-TIF Fund	226,796.37	
Cash in bank - Other Funds	1,130,836.87	
Cash in bank - Bond Fund	36,875.98	
WOODSIDE VILLAGE FUNDING A/C	9.35	
TOTAL CURRENT ASSETS		2,286,432.27
TOTAL ASSETS		\$2,286,432.27

CITY OF WESTWOOD
BALANCE SHEET
MARCH 31, 2020

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES

RESERVE FOR PETTY CASH	\$250.00
WOODSIDE VILLAGE DEPOSITS	9.19
Refundable Bond Deposits	36,469.99
STATE TAXES PAYABLE	(.01)
KPERS/KPF	(1,582.54)
AFLAC Withheld	(2,601.34)

TOTAL CURRENT LIABILITIES		32,545.29
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TOTAL LIABILITIES		32,545.29
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FUND BALANCE

FUND BALANCE - General	668,550.27
FUND BALANCE-CURRENT YEAR	(304,335.89)
FUND BALANCE - TIF	173,542.76
Fund balance - Other Funds	1,716,129.84

TOTAL FUND BALANCE		2,253,886.98
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TOTAL LIABILITIES AND FUND BALANCE		\$2,286,432.27
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APPROPRIATION ORDINANCE # 713	
Council Agenda: May 14, 2020	
General Fund	
Fund Transfers	
March 2020 Accounts Payable & Transfers	\$ 156,771.35
March 6, 2020 Payroll	\$ 40,524.97
March 20, 2020 Payroll	\$ 57,226.75
Total	\$ 254,523.07
Special Highway Fund	
Storm Water Utility Fund	\$ 71.24
Equipment Reserve Fund	
Capital Improvement Plan Fund	\$ 11,028.14
Bond Project Costs	\$ 52,485.00
Woodside Village TIF/CID Fund	\$ 12,692.33
GRAND TOTAL:	\$ 330,799.78
Bond Fund	

CITY OF WESTWOOD
PROJECTED RESULTS OF OPERATIONS
FOR THE YEAR ENDING DECEMBER 31, 2020
AS OF APRIL 30, 2020

FUND DESCRIPTION	MONTHLY APR 2020	--YTD ACTIVITY THRU-- APR 2020	APR 2019	2020 BUDGET	PROJECTED 2020	PROJECTED VARIANCE
GENERAL FUND ONLY:						
REVENUE	137,693.31	1,056,734.44	1,118,587.78	2,796,904.00	2,796,904.00	0.00
TOTAL REVENUE	137,693.31	1,056,734.44	1,118,587.78	2,796,904.00	2,796,904.00	0.00
ADMIN EXPENSE	18,138.69	113,260.87	89,214.72	310,254.00	310,254.00	0.00
PUBLIC WORKS	45,593.29	161,827.76	159,764.52	530,702.00	530,702.00	0.00
POLICE EXPENSE	105,544.97	365,014.34	341,443.31	1,221,383.00	1,221,383.00	0.00
GENERAL OVERHEAD	30,084.12	240,749.55	218,513.77	750,365.00	750,365.00	0.00
PARKS & REC	1,876.44	11,722.65	19,072.43	74,050.00	74,050.00	0.00
TOTAL EXPENSES	201,237.51	892,575.17	828,008.75	2,886,754.00	2,886,754.00	0.00
INCREASE (DECREASE) IN FUND BALANCE	(63,544.20)	164,159.27	290,579.03	(89,850.00)	(89,850.00)	0.00
	=====	=====	=====	=====	=====	=====

GENERAL FUND ANALYSIS:

SPENDING INCREASE (DECREASE) OVER PRIOR YEAR 7.80%
=====

REVENUE INCREASE (DECREASE) OVER PRIOR YEAR -5.53%
=====

CITY OF WESTWOOD
STATEMENT OF OPERATIONS
GENERAL FUND
FOR THE FOUR PERIODS ENDED APRIL 30, 2020

PERIOD TO DATE ACTUAL	YEAR TO DATE			
	ACTUAL	PRIOR YEAR	ANNUAL BUDGT	ANN BDGT VAR
	333,877.93	308,422.14	556,946.00	(223,068.07)
20,000.00	80,000.00	80,000.00	240,000.00	(160,000.00)
	15,578.41	14,560.03	56,692.00	(41,113.59)
23,214.28	64,646.16	67,255.28	210,000.00	(145,353.84)
	7,708.69	8,870.74	16,000.00	(8,291.31)
	92.00	97.75	200.00	(108.00)
654.00	7,160.00	10,599.33	30,000.00	(22,840.00)
			135,000.00	(135,000.00)
35.00	1,522.00	789.00		1,522.00
1,328.00	3,521.50	5,955.00		3,521.50
	3,735.45	4,433.82	14,820.00	(11,084.55)
			45,140.00	(45,140.00)
40,209.06	180,123.43	164,028.29	508,000.00	(327,876.57)
		82,014.16		
20,747.41	89,971.43	87,096.25	267,000.00	(177,028.57)
	13,048.93	11,536.34	65,000.00	(51,951.07)
12,916.67	51,666.68	51,666.68	155,000.00	(103,333.32)
10,416.67	41,666.68	41,666.68	125,000.00	(83,333.32)
	614.73	1,015.85	2,500.00	(1,885.27)
1,295.19	6,678.38	10,613.52	45,000.00	(38,321.62)
5,257.00	59,231.00	61,250.50	140,000.00	(80,769.00)
175.00	700.00	700.00	2,100.00	(1,400.00)
175.00	700.00	700.00	2,100.00	(1,400.00)
95.49	421.82	466.40	300.00	121.82
	78,262.80	76,170.08	133,956.00	(55,693.20)
18.75	161.25	22.50	250.00	(88.75)
(43.75)	1,605.00	3,545.00	5,000.00	(3,395.00)
283.50	2,126.97	7,038.40	2,500.00	(373.03)
404.79	9,588.20	15,026.54	15,000.00	(5,411.80)
450.00	1,800.00	1,350.00	5,400.00	(3,600.00)
			14,000.00	(14,000.00)
61.25	525.00	1,697.50	4,000.00	(3,475.00)
137,693.31	1,056,734.44	1,118,587.78	2,796,904.00	(1,740,169.56)

CITY OF WESTWOOD
STATEMENT OF OPERATIONS
GENERAL FUND
FOR THE FOUR PERIODS ENDED APRIL 30, 2020

PERIOD TO DATE ACTUAL	YEAR TO DATE			
	ACTUAL	PRIOR YEAR	ANNUAL BUDGT	ANN BDGT VAR
12,711.93	72,770.97	62,295.87	205,692.00	132,921.03
			4,720.00	4,720.00
939.86	5,405.75	4,717.83	18,937.00	13,531.25
1,459.63	6,673.00	6,987.11	20,221.00	13,548.00
2,261.67	9,573.74	8,451.42	31,054.00	21,480.26
263.32	673.57	484.34	1,500.00	826.43
	210.47	454.57	2,500.00	2,289.53
	1,099.00		1,000.00	(99.00)
	21.90		1,000.00	978.10
	1,025.00		1,800.00	775.00
		70.84		
338.28	13,881.47	2,975.90	16,030.00	2,148.53
129.00	291.00		1,000.00	709.00
35.00	1,635.00	2,165.00	1,800.00	165.00
		611.84		
			3,000.00	3,000.00
18,138.69	113,260.87	89,214.72	310,254.00	196,993.13

CITY OF WESTWOOD
STATEMENT OF OPERATIONS
GENERAL FUND
FOR THE FOUR PERIODS ENDED APRIL 30, 2020

	PERIOD TO DATE ACTUAL	YEAR TO DATE			
		ACTUAL	PRIOR YEAR	ANNUAL BUDGT	ANN BDGT VAR
PUBLIC WORKS					
8102-01 SALARIES	28,157.11	94,006.32	82,959.39	246,397.00	152,390.68
8103-01 PW OVERTIME				15,890.00	15,890.00
8104-01 PAYROLL TAXES	2,081.81	6,976.33	6,286.96	23,606.00	16,629.67
8106-01 RETIREMENT	1,818.87	8,315.35	8,506.34	25,206.00	16,890.65
8108-01 HEALTH INSURANCE	5,425.74	22,811.83	21,831.20	77,303.00	54,491.17
8109-01 DOT DRUG TEST ADMINI	108.00	168.50	88.00	500.00	331.50
8110-01 OFFICE SUPPLIES	2.99	71.16	205.23	750.00	678.84
8112-01 OPERATIONS SUPPLY GAS & OIL	415.72	3,342.32	2,619.52	13,500.00	10,157.68
8114-01 OPERATING SUPPLIES OTHER	1,839.23	2,808.73	2,185.76	8,000.00	5,191.27
8120-01 SMALL TOOL EXPENSE	172.66	626.90	361.16	3,000.00	2,373.10
8122-01 TRAVEL EXPENSE		76.65	431.01	1,200.00	1,123.35
8124-01 TRAINING PROGRAMS				1,200.00	1,200.00
8126-01 STREET LIGHT & TRAF SIGNS	130.50	3,839.60	3,800.95	14,500.00	10,660.40
8136-01 PRINTING				300.00	300.00
8140-01 PUBLIC UTILITIES (PW shop)	554.27	3,220.66	3,867.78	14,000.00	10,779.34
8142-01 WASTE DISPOSAL/DUMPSTER				2,000.00	2,000.00
8144-01 REPAIRS & MAINT VEHICLES	246.76	18.43	1,857.00	6,600.00	6,581.57
8150-01 REPAIRS & MAINT OTHER	106.04	1,331.59	6,097.70	8,000.00	6,668.41
8160-01 DUES & SUBSCRIPTIONS			1,515.43	2,000.00	2,000.00
8168-01 UNIFORMS		1,177.59	169.25	1,750.00	572.41
8170-01 BUILDINGS	1,118.59	1,848.01	1,837.14	3,500.00	1,651.99
8172-01 SAND & SALT		5,157.36	9,569.70	9,500.00	4,342.64
8174-01 MACHINERY & EQUIPMENT				35,000.00	35,000.00
8175-01 PROFESSIONAL FEES		2,615.43		2,000.00	(615.43)
8176-01 PW PROF FEES				2,000.00	2,000.00
8177-01 ENG CONSULTANT TRANSFER	3,415.00	3,415.00	5,575.00	13,000.00	9,585.00
TOTAL PUBLIC WORKS	45,593.29	161,827.76	159,764.52	530,702.00	368,874.24

CITY OF WESTWOOD
STATEMENT OF OPERATIONS
GENERAL FUND
FOR THE FOUR PERIODS ENDED APRIL 30, 2020

PERIOD TO DATE ACTUAL	YEAR TO DATE			
	ACTUAL	PRIOR YEAR	ANNUAL BUDGT	ANN BDGT VAR
POLICE				
8202-01 SALARIES-Police Personnel Only	62,400.53	197,074.03	177,933.12	537,741.00
8203-01 PS OVERTIME				340,666.97
8204-01 PAYROLL TAXES	4,743.27	15,137.35	14,007.43	67,250.00
8205-01 CAR ALLOWANCE				54,449.00
8206-01 RETIREMENT	8,166.29	31,681.56	35,359.17	5,400.00
8208-01 HEALTH INSURANCE	9,647.86	46,789.49	49,253.11	91,222.00
8210-01 OPERATING SUPPLIES	776.83	1,883.94	1,548.38	162,678.00
8212-01 GAS & OIL	612.13	3,345.06	5,445.43	8,000.00
8214-01 UNIFORMS & CLEANING	2,982.63	3,709.53	1,408.58	6,116.06
8218-01 MUNICIPAL COURT COSTS	1,681.79	8,998.21	5,053.39	19,000.00
8219-01 RECORDS MGMT SYSTEM		289.38		8,500.00
8221-01 MENTAL HEALTH CO-RESONDER		915.73	553.63	14,000.00
8222-01 TRAVEL ALLOWANCE			5.10	5,000.00
8224-01 TRAINING PROGRAMS	1,283.65	4,890.65	3,845.67	4,000.00
8225-01 SALARIES - Court Clerk only	7,077.63	22,113.57	18,876.53	11,500.00
8226-01 PAYROLL TAXES - Court Clerk	523.29	1,640.02	1,429.82	59,265.00
8227-01 RETIREMENT - Court Clerk	431.30	1,971.77	2,080.26	5,603.00
8229-01 OVERTIME - COURT CLERK				5,983.00
8230-01 PROSECUTOR & JUDGE	1,750.00	7,350.00	7,350.00	2,992.00
8232-01 COMMUNICATIONS	247.23	1,088.62	1,032.92	23,100.00
8234-01 COMPUTER EXPENSE	834.23	3,985.62	9,184.29	5,000.00
8236-01 PRINTING		187.00	990.00	24,000.00
8244-01 REPAIRS & MAINT VEHICLES	170.95	2,155.04	2,406.00	2,000.00
8250-01 REPAIRS & MAINT - OTHER	1,258.00	1,258.00	19.58	7,000.00
8260-01 DUES & SUBSCRIPTIONS	477.32	787.85	423.88	4,000.00
8262-01 MISCELLANEOUS	480.04	1,017.69	1,205.32	2,000.00
8264-01 SCHOOL CROSSING GUARD		1,665.72	2,031.70	2,500.00
8266-01 ANIMAL CONTROL				7,200.00
8274-01 MACHINERY & EQUIPMENT		5,078.51		11,000.00
				66,000.00
TOTAL POLICE	105,544.97	365,014.34	341,443.31	1,221,383.00
				856,368.66

CITY OF WESTWOOD
STATEMENT OF OPERATIONS
GENERAL FUND
FOR THE FOUR PERIODS ENDED APRIL 30, 2020

	PERIOD TO DATE ACTUAL	YEAR TO DATE			
		ACTUAL	PRIOR YEAR	ANNUAL BUDGT	ANN BDGT VAR
GENERAL OVERHEAD					
8310-01 PAYROLL SERVICES	390.32	1,537.38	1,403.78	4,500.00	2,962.62
8314-01 OPERATING SUPPLIES	568.28	2,860.02	3,138.69	7,030.00	4,169.98
8320-01 SALARIES-Governing Body only	1,950.00	7,800.00	7,800.00	23,400.00	15,600.00
8324-01 PAYROLL TAXES-Gov Body only	144.52	580.42	591.53	2,106.00	1,525.58
8325-01 AUDIT EXPENSES		7,175.00		7,000.00	(175.00)
8327-01 LEGAL SERVICES	4,549.50	7,276.00	7,571.00	35,000.00	27,724.00
8330-01 SALARIES-treasurer only	900.00	10,502.50	11,200.00	22,000.00	11,497.50
8331-01 401a Match				11,000.00	11,000.00
8332-01 LEGAL PUB & CLASS ADS		1,763.43	130.37	750.00	(1,013.43)
8334-01 PAYROLL TAXES-treasurer only	66.70	267.88	273.01	972.00	704.12
8336-01 CITY NEWSLETTER/PRINTING	452.00	452.00	452.00	3,000.00	2,548.00
8337-01 LEGAL PUB & CLASS ADS		100.00	106.00		(100.00)
8338-01 INSURANCE & BONDS	3,092.00	96,277.96	83,982.00	86,900.00	(9,377.96)
8342-01 WASTE DISPOSAL	11,104.44	55,522.20	55,522.20	133,253.00	77,730.80
8353-01 BUSINESS/COMMUNITY AFFAIRS			3,016.18	6,750.00	6,750.00
8354-01 BLDG & GROUNDS-CITY HALL MAINT	1,897.44	3,594.75	1,483.52	13,000.00	9,405.25
8359-01 TELEPHONE	353.57	1,753.69	1,752.60	4,500.00	2,746.31
8360-01 LEASED ST LIGHT/TRAFFIC SIGNAL		11,829.13	10,490.82	42,000.00	30,170.87
8361-01 POSTAGE	600.00	900.00	907.51	4,000.00	3,100.00
8362-01 CITY HALL UTILITIES	1,676.20	7,991.23	7,752.91	31,500.00	23,508.77
8370-01 BUILDING MAINT/CLEANING	1,482.15	6,291.63	6,447.12	19,804.00	13,512.37
8372-01 CONTINGENCY			760.00	15,000.00	15,000.00
8374-01 EQUIPMENT RESERVE TRANSFER				5,000.00	5,000.00
8375-01 STONE WALL MAINT TRANSFER				5,000.00	5,000.00
8376-01 ST HIGHWAY MAINT TRANSFER				14,900.00	14,900.00
8377-01 CIP TRANSFER				85,000.00	85,000.00
8378-01 CONTINGENCY BLDG PMT FEES			8,643.75	135,000.00	135,000.00
8379-01 WV TIF CID SALES TAX Transfer		12,692.33		24,000.00	11,307.67
8380-01 OUTSIDE AGENCIES	857.00	3,582.00	3,731.75	8,000.00	4,418.00
8381-01 STORM WATER FUND			1,357.03		
TOTAL GENERAL OVERHEAD	30,084.12	240,749.55	218,513.77	750,365.00	509,615.45
OTHER					
TOTAL OTHER	.00	.00	.00	.00	.00

CITY OF WESTWOOD
STATEMENT OF OPERATIONS
GENERAL FUND
FOR THE FOUR PERIODS ENDED APRIL 30, 2020

	PERIOD TO DATE	YEAR TO DATE			
	ACTUAL	ACTUAL	PRIOR YEAR	ANNUAL BUDGT	ANN BUDGT VAR
PARKS & RECREATION					
8514-01 OPERATING SUPPLIES OTHER	23.74	23.74	26.59	2,000.00	1,976.26
8540-01 PUBLIC UTILITIES	676.85	4,122.63	5,085.38	18,000.00	13,877.37
8550-01 REPAIRS & MAINT. OTHER	959.12	6,029.55	11,825.28	6,000.00	(29.55)
8552-01 PROJECTS				10,000.00	10,000.00
8554-01 TREE & EASEMENT CARE	111.99	111.99	72.40	15,000.00	14,888.01
8555-01 LANDSCAPING & EASE MAINT		1,060.00	1,692.34	10,000.00	8,940.00
8566-01 COMMUNITY PICNIC				7,000.00	7,000.00
8567-01 FIREWORKS				3,200.00	3,200.00
8569-01 OTHER EVENTS		270.00	278.77	2,500.00	2,230.00
8574-01 POOL PASSES	104.74	104.74	91.67	350.00	245.26
TOTAL PARKS & RECREATION	1,876.44	11,722.65	19,072.43	74,050.00	62,327.35
TOTAL EXPENSES	201,237.51	892,575.17	828,008.75	2,886,754.00	1,994,178.83
EXCESS REVENUES OVER EXPENSES	(63,544.20)	164,159.27	290,579.03	(89,850.00)	254,009.27

CITY OF WESTWOOD
STATEMENT OF OPERATIONS
WOODSIDE VILLAGE TIF FUND
FOR THE FOUR PERIODS ENDED APRIL 30, 2020

	PERIOD TO DATE ACTUAL	YEAR TO DATE			
		ACTUAL	PRIOR YEAR	ANNUAL BUDGT	ANN BDGT VAR
REVENUES					
6002-06 AD VALOREM TAX		139,910.07	137,361.03		139,910.07
6038-06 CID-1	10,605.07	50,245.77	48,075.25		50,245.77
6040-06 CID-2	6,108.74	25,968.45	22,670.98		25,968.45
TOTAL REVENUES	16,713.81	216,124.29	208,107.26	.00	216,124.29
EXPENSES					
ADMINISTRATIVE					
8006-06 UMB TIF PAYMENT	10,614.42	156,771.29	136,773.38		(156,771.29)
TOTAL ADMINISTRATIVE	10,614.42	156,771.29	136,773.38	.00	(156,771.29)
TOTAL EXPENSES	10,614.42	156,771.29	136,773.38	.00	(156,771.29)
TOTAL REVENUES OVER EXPENSES	6,099.39	59,353.00	71,333.88	.00	59,353.00

CITY OF WESTWOOD
STATEMENT OF OPERATIONS
OTHER FUNDS
FOR THE FOUR PERIODS ENDED APRIL 30, 2020

PERIOD TO DATE ACTUAL	YEAR TO DATE			
	ACTUAL	PRIOR YEAR	ANNUAL BUDGT	ANN BDGT VAR
13,360.00	89,681.80	58,522.50		89,681.80
	7,949.66			7,949.66
14,603.68	26,213.90	22,082.93		26,213.90
20,104.53	90,061.67			90,061.67
99,478.00	174,908.13			174,908.13
147,546.21	388,815.16	80,605.43	.00	388,815.16
623.16	37,536.79	8,734.31		(37,536.79)
	131.25			(131.25)
89,222.59	209,741.98	73,110.02		(209,741.98)
315.00	669,312.65			(669,312.65)
90,160.75	916,722.67	81,844.33	.00	(916,722.67)
90,160.75	916,722.67	81,844.33	.00	(916,722.67)
57,385.46	(527,907.51)	(1,238.90)	.00	(527,907.51)

CITY OF WESTWOOD
BALANCE SHEET
WOODSIDE VILLAGE TIF FUND
APRIL 30, 2020

ASSETS

CURRENT ASSETS	
CASH IN BANK-TIF Fund	232,895.76
	<hr/>
TOTAL CURRENT ASSETS	232,895.76
FIXED ASSETS	
	<hr/>
TOTAL FIXED ASSETS	.00
	<hr/>
TOTAL ASSETS	232,895.76
	<hr/> <hr/>

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES	
	<hr/>
TOTAL CURRENT LIABILITIES	.00
	<hr/>
TOTAL LIABILITIES	.00
FUND BALANCE	
FUND BALANCE - TIF	173,542.76
FUND BALANCE-CURRENT YEAR	59,353.00
	<hr/>
TOTAL FUND BALANCE	232,895.76
	<hr/>
TOTAL LIABILITIES AND FUND BALANCE	232,895.76
	<hr/> <hr/>

CITY OF WESTWOOD
BALANCE SHEET
OTHER FUNDS
APRIL 30, 2020

ASSETS

CURRENT ASSETS

Cash in bank - Other Funds

1,188,222.33

TOTAL CURRENT ASSETS

1,188,222.33

FIXED ASSETS

TOTAL FIXED ASSETS

.00

TOTAL ASSETS

1,188,222.33

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES

.00

TOTAL LIABILITIES

.00

FUND BALANCE

Fund balance - Other Funds

1,716,129.84

FUND BALANCE-CURRENT YEAR

(527,907.51)

TOTAL FUND BALANCE

1,188,222.33

TOTAL LIABILITIES AND FUND BALANCE

1,188,222.33

CITY OF WESTWOOD
BALANCE SHEET
APRIL 30, 2020

ASSETS

CURRENT ASSETS

PETTY CASH	\$250.00	
Cash in bank - General	834,636.27	
CASH IN BANK-TIF Fund	232,895.76	
Cash in bank - Other Funds	1,188,222.33	
Cash in bank - Bond Fund	36,877.49	
TOTAL CURRENT ASSETS		2,292,881.85
TOTAL ASSETS		\$2,292,881.85

CITY OF WESTWOOD

BALANCE SHEET

APRIL 30, 2020

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES

RESERVE FOR PETTY CASH	\$250.00	
WOODSIDE VILLAGE DEPOSITS	9.19	
Refundable Bond Deposits	36,469.99	
STATE TAXES PAYABLE	(.01)	
KPERS/KPF	2,087.55	
AFLAC Withheld	237.50	
TOTAL CURRENT LIABILITIES		39,054.22
TOTAL LIABILITIES		39,054.22

FUND BALANCE

FUND BALANCE - General	668,550.27	
FUND BALANCE-CURRENT YEAR	(304,395.24)	
FUND BALANCE - TIF	173,542.76	
Fund balance - Other Funds	1,716,129.84	
TOTAL FUND BALANCE		2,253,827.63
TOTAL LIABILITIES AND FUND BALANCE		\$2,292,881.85

APPROPRIATION ORDINANCE # 713	
Council Agenda: May 14, 2020	
General Fund	
Fund Transfers	
April 2020 Accounts Payable & Transfers	\$ 122,452.61
April 3, 2020 Payroll	\$ 37,779.01
April 17, 2020 Payroll	\$ 41,005.89
Total	\$ 201,237.51
Special Highway Fund	
Storm Water Utility Fund	\$ 623.16
Equipment Reserve Fund	
Capital Improvement Plan Fund	\$ 89,222.59
Bond Project Costs	\$ 315.00
Woodside Village TIF/CID Fund	\$ 10,605.07
GRAND TOTAL:	\$ 302,003.33
Bond Fund	

COUNCIL ACTION FORM

Meeting Date: May 14, 2020

Staff Contact: Leslie Herring, City Clerk

Agenda Item: Consider proposal of Gilmore & Bell to perform post-issuance disclosure compliance services for GO Bonds, Series 2020A

Background / Description of Item:

On March 26, 2020, the City issued its \$3,370,000 General Obligation Improvement Bonds, Series 2020A. As required by federal securities laws, the City entered into a Continuing Disclosure Undertaking in relation to the bonds that requires the City to fulfill certain ongoing disclosure obligations throughout the term of the bonds.

Gilmore & Bell, P.C., the City's bond counsel, has offered to assist the City in meeting its continuing disclosure obligations. The specific scope and terms of the engagement are included in the Disclosure Compliance Services Proposal.

Staff Recommendation:

Approve the execution of the Disclosure Compliance Services Proposal to retain Gilmore & Bell pursuant to the Disclosure Compliance Services Proposal.

Recommended Motion:

I move to retain Gilmore & Bell to perform post-issuance disclosure compliance services for GO Bonds, Series 2020A and to authorize the mayor to execute the Scope of Engagement for a contract term of five years at the amount of \$1,200 per year.



2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108-2521

(816) 221-1000 / (816) 221-1018 FAX / gilmorebell.com

March 9, 2020

Fred Sherman
Chief Administrative Officer/City Clerk
City of Westwood, Kansas
4700 Rainbow Boulevard
Westwood, Kansas 66205

Re: Disclosure Compliance Services Proposal

Dear Mr. Sherman:

Thank you for your interest in Gilmore & Bell, P.C.'s ("**Gilmore & Bell**" or the "**Firm**") disclosure compliance services. The Firm is pleased to submit this post-issuance disclosure compliance services proposal (the "**Engagement**") to the City of Westwood, Kansas (the "**City**"). The purpose of this Engagement is to set forth certain matters concerning the services Gilmore & Bell will perform to assist the City in meeting its continuing disclosure obligations in accordance with federal securities laws. If the City accepts this Engagement, Gilmore & Bell will perform such services in consideration of the mutual covenants and terms of this Engagement.

SCOPE OF ENGAGEMENT

It is our understanding that the municipal securities listed on **Exhibit A** are the outstanding municipal securities of the City subject to a continuing disclosure undertaking. Gilmore & Bell will assist the City in meeting its continuing disclosure obligations with respect to the municipal securities identified on **Exhibit A** and any municipal securities issued during the term of this Engagement with respect to which the City is an obligated person under a continuing disclosure undertaking (together, the "**Bonds**") by providing the following services, beginning with the City's fiscal year ended December 31, 2019:

- Review the continuing disclosure agreements/undertakings for the Bonds (the "Disclosure Agreements") and determine the operating data and financial information required to be disclosed by the City on an annual basis;
- Provide the City with an annual reminder of the upcoming annual report filing date;
- Provide the City annually with a memorandum listing material events requiring additional disclosure;
- Draft the City's annual report and assist the City in updating, as of the end of each fiscal year, the appropriate operating data and summary financial information;
- Submit the City's annual report to the MSRB, via EMMA. If the City's annual report is not available as of the report filing date, file the appropriate notice required under the Disclosure Agreements; and
- Provide the City confirmation that the annual report has been submitted to the MSRB.

By acceptance of the terms of this Engagement, the City is confirming Gilmore & Bell's appointment as a designated agent for the sole purpose of submitting to the MSRB, via EMMA, annual reports, event notices, and other materials furnished by the City.

The content of the financial information and operating data to be included in each annual report is solely the responsibility of the City. Gilmore & Bell is not responsible for the accuracy or completeness of the information contained in any annual report. Gilmore & Bell will not undertake a "due diligence" review of the City, its operations or its financial condition in connection with the performance of these services. Such a review is outside the scope of our limited Engagement described in this Engagement.

This Engagement does not include a review of the City's past continuing disclosure compliance or preparation or submission of any filings which may have been due prior to this Engagement.

In addition, this Engagement only relates to the City's annual reporting obligations pursuant to contractual obligations of the City. As such, it does not include analysis or advice related to whether an event notice is required to be filed pursuant to the Disclosure Agreements, including materiality analyses.

POINT OF CONTACT

Gilmore & Bell will provide the necessary attorneys, disclosure analysts, legal assistants and administrative support to perform the services under this Engagement. A Gilmore & Bell disclosure analyst will contact the City in advance of the annual filing deadline to begin the process of completing the annual report. Initially, Gilmore & Bell's primary point of contact at the City for this Engagement will be as follows:

Leslie Herring
Telephone: (913) 942-2128
Email: leslie.herring@westwoodks.org

The City will notify Gilmore & Bell if it wishes to change the primary point of contact for this Engagement.

FURNISHING OF INFORMATION

Gilmore & Bell will request the information required by the Disclosure Agreement from the City within a reasonable time prior to the filing date and will work closely with the City to gather such information. The City hereby agrees to timely provide all information requested by Gilmore & Bell. In addition, the City acknowledges that if all information required to be included in the annual report is not provided to Gilmore & Bell at least three (3) business days before the filing date set in the Disclosure Agreement, we cannot guarantee that the annual report will be timely filed.

FEEES

Gilmore & Bell's fee for providing the services pursuant to this Engagement is \$1,200 per year (for an aggregate amount of \$6,000 for the five-year contract term). The City may pay the fee annually or may make an advance payment of the full or any remaining aggregate amount upon execution or at any time during the term of this agreement. If paid annually, the annual fee will be payable upon confirmation that the City's annual filing, or other appropriate notice, has been submitted to the MSRB. If the City pays the aggregate amount upon execution of the proposal, or any remaining aggregate amount at a later date during the contract term, the aggregate fee will be deposited to a special trust account maintained by Gilmore & Bell for client fees held as a retainer. The portion of the aggregate fee held as retainer will be earned and disbursed to Gilmore & Bell's general operating account upon confirmation that the City's annual filing, or other appropriate notice, has been submitted to the MSRB at a rate of \$1,200 per year, unless this Agreement is otherwise terminated by either party as described above. No interest will be paid on funds held in this special trust account. All earnings attributable to the investment of amounts within this account are disbursed to a charitable foundation as required by the State bar association. In addition, Gilmore & Bell expects to be reimbursed for all out-of-pocket third-party expenses made on the City's behalf.

TERM OF ENGAGEMENT; TERMINATION

The initial term of this Engagement shall be from the date below through June 30, 2024. This agreement may be terminated at any time by either party with 30 days written notice to the other party. Upon termination of this agreement, the City will pay all unpaid fees and expenses for services performed prior to the time of termination.

ATTORNEY-CLIENT RELATIONSHIP; CONFLICTS

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us with respect to this Engagement. Our services pursuant to this Engagement are limited to those contracted for in this letter; the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Gilmore & Bell does not provide investment advice, advice relating to any municipal financial products or financial advice relating to the issuance of municipal securities, and nothing contained in this Engagement or any services provided by Gilmore & Bell under this Engagement shall constitute advice to the City with respect to municipal financial products or the issuance of municipal securities (other than legal advice), all within the meaning of Section 15B(e) of the Securities Exchange Act of 1934, as amended.

Gilmore & Bell represents many political subdivisions, underwriters and others in public finance transactions. It is possible that during the time that we are representing the City under this Engagement, one or more of our present or future clients will have transactions with the City. We do not believe any such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the scope of this Engagement so as to make such representations not adverse or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of this Engagement. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

CONCLUSION

If the foregoing terms are acceptable to the City, please return a signed copy of this Engagement letter to me and retain a copy for your files. The offer to perform the services described in this Engagement expires 60 days from the date first shown above and no Engagement will commence unless and until we receive a copy signed by the City within such timeframe. Thank you again for your interest in our disclosure compliance services and we look forward to working with you.

Very truly yours,



Kevin J. Wempe

KJW:emw

cc: Bill Burns
Alice Wasson

Acknowledged and Agreed as of _____, 2020.

CITY OF WESTWOOD, KANSAS

By: _____

Name: _____

Title: _____

EXHIBIT A

LIST OF MUNICIPAL SECURITIES

- \$3,520,000* City of Westwood, Kansas General Obligation Improvement Bonds, Series 2020A

* Preliminary, subject to change. To be issued.

COUNCIL ACTION FORM

Meeting Date: May 14, 2020

Staff Contact: Leslie Herring, City Clerk

Agenda Item: Consider solid waste disposal service contract

Background / Description of Item:

The City's solid waste disposal service is currently contracted through a Solid Waste Residential Disposal Contract (the "Agreement") initiated in 2018 between WCA and Mid-America Regional Council ("MARC") through its Joint Purchasing Alliance. This Agreement provides for services in Fairway, Roeland Park, and Westwood and is effective for a three-year term with two one-year renewal options.

As the Agreement term ends December 31, 2020, the partnering cities began conversations to plan for the expiration of the current Agreement. As the service provided by WCA has largely been reported to be satisfactory, the partnering cities engaged WCA – through MARC – in a conversation about renewal opportunities.

The option developed by MARC and WCA is a five-year contract with two one-year renewal options (i.e. January 2021 – December 2025). This option allows the partnering cities to lock-in lower user fees for the period of the Agreement than may otherwise be attainable.¹ Under this new Agreement, the user fee increases from the 2020 rate of \$15.17 per month per house to \$15.45 per month per house in 2021. For 2022 through 2025, a \$.30/month per house increase proposed in the fee in each of the four successive years. The following table communicates the annual adjustments to the monthly residential rate under this Agreement.

Year	Monthly Residential Solid Waste Rate*
2020	\$15.17
2021	\$15.45
2022	\$15.75
2023	\$16.05
2024	\$16.35
2025	\$16.65
* The proposed increases amount to an average annual increase of 1.95% between 2020 and 2025. This is well below the 5.03% average annual increase experienced between 2015 and 2020. The three-year weighted average CPI-U (all goods and services) for our region is 1.57%.	

¹ Mission completed the most recent RFP process for solid waste services we are aware of (second half of 2019). They selected WCA (low bidder) and are paying \$15.75 per month per home in 2020. Their contract has an initial 5 year term with two five year renewal options for a potential 15 year term. That contract also provides the contractor the opportunity to raise the rate annually based upon the Consumer Price Index for All Urban Consumers for the US City Average for Garbage and Trash Collection: <https://www.bls.gov/bls/news-release/cpi.htm> The three year weighted average of this index is 2.89%.

Staff Recommendation:

Staff recommends approval of this Agreement. Knowing what the rate increase will be allows for more accurate budgeting and providing for an annual increase also avoids the potential for a large price increase at the time when a new service contract.

This further supports that the MARC contract extension rates provide anticipated savings. MARC has provided the attached contract extension language for your consideration. There are no proposed changes in service levels. There is a proposed change in the roll off service rate, however the City is not required to use WCA for this service therefore if we find a better rate for this service, we will use that roll off provider.

Recommended Motion:

I move to authorize David Warm, Executive Director of Mid-America Regional Council, to execute the Solid Waste Residential Disposal Services contract with Waste Corporation of Missouri, LLC (aka WCA) for a contract period of January 1, 2021 to December 31, 2025.



NOTICE OF MARC/KCRPC CONTRACT EXTENSION

DATED: April 28, 2020

Bid Title: Solid Waste Residential Disposal Services
Bid/Contract No. RFP 78
Contract Modification No.: 1
Contract Period: January 1, 2018 to December 31, 2020
Renewal Period: January 1, 2021 to December 31, 2025

CONTRACTOR:

Mr. Carey Calabrese Phone: 816-887-5641
Waste Corporation of Missouri, LLC (WCA)
19212 E. 231st Street Email: ccalabrese@wcamerica.com
Harrisonville, Mo., 64701

RENEWAL OPTION:

MARC/KCRPC and Participants does hereby accept your offer to extend the contract with an average increase of 1.59 percent annually for 2021 to 2025. The contract extension of 2021 begins at a monthly rate of \$15.45 per household, with an annual price increase of 30 cents each year. The renewal includes extending the current contract for a five-year term beginning in 2021 and ending 2025, with two one-year renewal options remaining.

WCA agrees to:

- 2021 rate of \$15.45 per household with annual increases not to exceed 30 cents (2022 - \$15.75; 2023 - \$16.05; 2024 - \$16.35; 2025 - \$16.65)
- Maintain current residential service levels (trash, recycling, yard waste, bulk, amnesty weeks), collection days, etc. and replace carts (65-gallon and 96-gallon) as needed, exchange recycling bins for recycling carts at customer request.
- Update individual city landing pages on the WCA website
- Trash overage stickers \$1.25 each.
- Trash, leaf collection programs, storm debris roll off boxes \$295
- White goods to be collected at a charge of \$45 per item (must be certified as free of CFCs/Freon)
- All roll off dumpsters for solid waste billed at hauling fee of \$295 plus disposal fee of \$33 per ton
- Roll off containers for leaf collection shall be hauled at \$295 plus compost facility disposal fee
- Roll offs for collection of storm debris shall be hauled at \$295 per load plus disposal fee (roll off loads that can be directed to compost facilities will be charged at the compost rate versus any directed to a landfill at \$33 per ton.)

By:

David A. Warm
Executive Director
Mid-America Regional Council (MARC)

By:

Carey Calabrese
Missouri North District Manager
WCA of Missouri, LLC

Date:

Date:

Original: Contractor, KCRPC, Keith Moody, City of Roeland Park / Fred Sherman, City of Westwood / Nathan Nogelmeier / City of Fairway
Attachment: Pricing sheets 2021 to 2025

RFP 78 Waste Disposal Services (2021 to 2025)
Modification 1 - April 28, 2020

				2021		
				Jan 1, 2021 to Dec 31, 2021		
Item		Description	Est. Qty.	Unit Price	Price Per Month (Unit price x qty)	Annual Price – (Monthly cost x 12 months)
1	Residential - Solid Waste, Yard Waste and Recycling:	Cost per month, per residence	5,367	\$ 15.45	\$ 82,920.15	\$ 995,041.80
		Fairway	1,789	\$ 15.45	\$ 27,640.05	\$ 331,680.60
		Roeland Park	2,846	\$ 15.45	\$ 43,970.70	\$ 527,648.40
		Westwood	732	\$ 15.45	\$ 11,309.40	\$ 135,712.80
2	Residential - Solid Waste, Yard Waste and Recycling:	Cost per bag tag for overflow solid waste (above 96-gallon per week limit)		\$ 1.25		
3	Residential - Bulk waste collection, per item, in excess of allowed 2 items per month:	Cost per bulk item tag for additional items over allowed limit		\$ 5.00		
4	Residential - White good collection:	Cost per item		\$ 45.00		
5	Commercial:	Cost per 40 cubic yard dumpster for regular solid waste collection plus disposal fee of \$33 per ton.		\$ 295.00		
6	Commercial:	Cost per 40 cubic yard dumpster for leaf collection programs in fall plus plus compost facility disposal fee.		\$ 295.00		
7	Commercial:	Cost per 40 cubic yard dumpster for storm debris removal plus disposal fee (roll off loads that can be directed to compost facilities will be charged at the compost rate versus any directed to a landfill at \$33 per ton.)		\$ 295.00		

RFP 78 Waste Disposal Services (2021 to 2025)
Modification 1 - April 28, 2020

				2022		
				Jan 1, 2022 to Dec 31, 2022		
Item		Description	Est. Qty.	Unit Price	Price Per Month (Unit price x qty)	Annual Price – (Monthly cost x 12 months)
1	Residential - Solid Waste, Yard Waste and Recycling:	Cost per month, per residence	5,367	\$ 15.75	\$ 84,530.25	\$ 1,014,363.00
		Fairway	1,789	\$ 15.75	\$ 28,176.75	\$ 338,121.00
		Roeland Park	2,846	\$ 15.75	\$ 44,824.50	\$ 537,894.00
		Westwood	732	\$ 15.75	\$ 11,529.00	\$ 138,348.00
2	Residential - Solid Waste, Yard Waste and Recycling:	Cost per bag tag for overflow solid waste (above 96-gallon per week limit)		\$ 1.25		
3	Residential - Bulk waste collection, per item, in excess of allowed 2 items per month:	Cost per bulk item tag for additional items over allowed limit		\$ 5.00		
4	Residential - White good collection:	Cost per item		\$ 45.00		
5	Commercial:	Cost per 40 cubic yard dumpster for regular solid waste collection plus disposal fee of \$33 per ton.		\$ 295.00		
6	Commercial:	Cost per 40 cubic yard dumpster for leaf collecti on programs in fall plus plus compost facility disposal fee.		\$ 295.00		
7	Commercial:	Cost per 40 cubic yard dumpster for storm debris removal plus disposal fee (roll off loads that can be directed to compost facilities will be charged at the compost rate versus any directed to a landfill at \$33 per ton.)		\$ 295.00		

RFP 78 Waste Disposal Services (2021 to 2025)
Modification 1 - April 28, 2020

				2023		
				Jan 1, 2023 to Dec 31, 2023		
Item		Description	Est. Qty.	Unit Price	Price Per Month (Unit price x qty)	Annual Price – (Monthly cost x 12 months)
1	Residential - Solid Waste, Yard Waste and Recycling:	Cost per month, per residence	5,367	\$ 16.05	\$86,140.35	\$ 1,033,684.20
		Fairway	1,789	\$ 16.05	\$28,713.45	\$ 344,561.40
		Roeland Park	2,846	\$ 16.05	\$45,678.30	\$ 548,139.60
		Westwood	732	\$ 16.05	\$11,748.60	\$ 140,983.20
2	Residential - Solid Waste, Yard Waste and Recycling:	Cost per bag tag for overflow solid waste (above 96-gallon per week limit)		\$ 1.25		
3	Residential - Bulk waste collection, per item, in excess of allowed 2 items per month:	Cost per bulk item tag for additional items over allowed limit		\$ 5.00		
4	Residential - White good collection:	Cost per item		\$ 45.00		
5	Commercial:	Cost per 40 cubic yard dumpster for regular solid waste collection plus disposal fee of \$33 per ton.		\$ 295.00		
6	Commercial:	Cost per 40 cubic yard dumpster for leaf collection on programs in fall plus plus compost facility disposal fee.		\$ 295.00		
7	Commercial:	Cost per 40 cubic yard dumpster for storm debris removal plus disposal fee (roll off loads that can be directed to compost facilities will be charged at the compost rate versus any directed to a landfill at \$33 per ton.)		\$ 295.00		

RFP 78 Waste Disposal Services (2021 to 2025)
Modification 1 - April 28, 2020

				2024		
				Jan 1, 2024 to Dec 31, 2024		
Item		Description	Est. Qty.	Unit Price	Price Per Month (Unit price x qty)	Annual Price (Monthly cost x 12 months)
1	Residential - Solid Waste, Yard Waste and Recycling:	Cost per month, per residence	5,367	\$ 16.35	\$ 87,750.45	\$ 1,053,005.40
		Fairway	1,789	\$ 16.35	\$ 29,250.15	\$ 351,001.80
		Roeland Park	2,846	\$ 16.35	\$ 46,532.10	\$ 558,385.20
		Westwood	732	\$ 16.35	\$ 11,968.20	\$ 143,618.40
2	Residential - Solid Waste, Yard Waste and Recycling:	Cost per bag tag for overflow solid waste (above 96-gallon per week limit)		\$ 1.25		
3	Residential - Bulk waste collection, per item, in excess of allowed 2 items per month:	Cost per bulk item tag for additional items over allowed limit		\$ 5.00		
4	Residential - White good collection:	Cost per item		\$ 45.00		
5	Commercial:	Cost per 40 cubic yard dumpster for regular solid waste collection plus disposal fee of \$33 per ton.		\$ 295.00		
6	Commercial:	Cost per 40 cubic yard dumpster for leaf collection programs in fall plus plus compost facility disposal fee.		\$ 295.00		
7	Commercial:	Cost per 40 cubic yard dumpster for storm debris removal plus disposal fee (roll off loads that can be directed to compost facilities will be charged at the compost rate versus any directed to a landfill at \$33 per ton.)		\$ 295.00		

RFP 78 Waste Disposal Services (2021 to 2025)
Modification 1 - April 28, 2020

				2025		
				Jan 1, 2025 to Dec 31, 2025		
Item		Description	Est. Qty.	Unit Price	Price Per Month (Unit price x qty)	Annual Price – (Monthly cost x 12 months)
1	Residential - Solid Waste, Yard Waste and Recycling:	Cost per month, per residence	5,367	\$ 16.65	\$ 89,360.55	\$ 1,072,326.60
		Fairway	1,789	\$ 16.65	\$ 29,786.85	\$ 357,442.20
		Roeland Park	2,846	\$ 16.65	\$ 47,385.90	\$ 568,630.80
		Westwood	732	\$ 16.65	\$ 12,187.80	\$ 146,253.60
2	Residential - Solid Waste, Yard Waste and Recycling:	Cost per bag tag for overflow solid waste (above 96-gallon per week limit)		\$ 1.25		
3	Residential - Bulk waste collection, per item, in excess of allowed 2 items per month:	Cost per bulk item tag for additional items over allowed limit		\$ 5.00		
4	Residential - White good collection:	Cost per item		\$ 45.00		
5	Commercial:	Cost per 40 cubic yard dumpster for regular solid waste collection plus disposal fee of \$33 per ton.		\$ 295.00		
6	Commercial:	Cost per 40 cubic yard dumpster for leaf collection programs in fall plus plus compost facility disposal fee.		\$ 295.00		
7	Commercial:	Cost per 40 cubic yard dumpster for storm debris removal plus disposal fee (roll off loads that can be directed to compost facilities will be charged at the compost rate versus any directed to a landfill at \$33 per ton.)		\$ 295.00		



YEARLY CONTRACT for WASTE DISPOSAL SERVICES RFP # 78

This CONTRACT, by and between Mid-America Regional Council/Kansas City Regional Purchasing Cooperative, hereinafter referred to as "MARC/KCRPC", and Waste Corporation of Missouri, LLC (WCA), hereinafter referred to as "Contractor" is effective this 1st day of January, 2018.

WITNESSETH:

WHEREAS, MARC/KCRPC does hereby accept, with modifications, if any, the PROPOSAL of: Waste Corporation of Missouri, LLC. The PROPOSAL is made a part of this contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR shall perform and accomplish in a manner satisfactory to MARC/KCRPC and Participants, those requirements described in the Request for Proposal #78, FORM 6 PRICING and ATTACHMENT A, which is incorporated herein as if set forth in full. The Participants include cities of Westwood, Fairway and Roeland Park, Kansas. Each of the Participants will issue a sub-agreement and request the dual-obligee bonds, under this master agreement.

2. CONTRACT TIME

CONTRACTOR shall begin work on January 1, 2018, and end on December 31, 2020, with the option to renew for two (2) additional one-year periods and shall work diligently to perform all services described in ATTACHMENT A to MARC/KCRPC and Participant's satisfaction. The contract is not available for additional participants for cooperative purchasing.

3. PAYMENTS for MARC ADMINISTRATIVE FEE:

- a. Payment of the .75 percent Administrative Fee to MARC/KCRPC shall be based on gross sales. If no services were conducted during a particular month, a report reflecting this shall be sent to the Program Coordinator.
- b. The Contractor shall have no claim or right to all or any portion of the Administrative Fee. All payments shall be made payable to: Mid-America Regional Council, referencing KCRPC RFP 78. Payments shall be mailed to MARC, Attn: Finance Department, 600 Broadway Suite 200, Kansas City MO 64105-1659. The composite report of all sales shall be sent electronically to rita.parker@kcrpc.com Program Coordinator.
- c. The report shall include, at a minimum:
 - Participant
 - Detail of services provided and total price.
 - The report shall be totaled within the particular month reporting period for each Participant.
 - Failure to provide monthly reports as required, may be deemed breach of the contract.
 - Copies of invoices to Participants may be submitted in lieu of composite report.

4. TERMINATION

Subject to the provisions below, any contract derived from this Request for Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of MARC/KCRPC or Participants until said work or services are completed and accepted.

a. TERMINATION FOR CONVENIENCE

In the event the contract is terminated or cancelled for the convenience of MARC/KCRPC and/or a Participant, without the required thirty (30) days advance written notice, then MARC/KCRPC and/or the Participant(s) shall negotiate reasonable termination costs, if applicable. Any termination costs are limited to the actual costs of services which have already been completed as defined in the "Service/Requirements" portion of Attachment A. No costs shall continue to accrue after a request for termination or cancellation has been made. If the parties, after good faith effort, cannot agree to a resolution within (90) days, the contract will be deemed terminated with no "reasonable termination costs" owed.

b. TERMINATION FOR CAUSE

Termination by MARC/KCRPC or Participants for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

- c. Participants shall be intended third-party beneficiaries of this Contract, and shall have the right to enforce any and all of the terms and provisions contained herein.

5. **CHANGES AND ADDITIONAL SERVICES**

MARC/KCRPC may at any time, by written order, make changes or additions, within the general scope of this contract in or to specifications or instructions for work. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract, the Contractor shall notify MARC/KCRPC in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days, or such other period as may be agreed upon in writing by the parties, after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

6. **CONFLICTS OF INTEREST**

The Contractor certifies that to the best of their knowledge or belief, no elected or appointed official of any Participant is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

7. **COMPLIANT WITH APPLICABLE LAWS**

The Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency in providing services including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.

8. **INDEMNIFICATION**

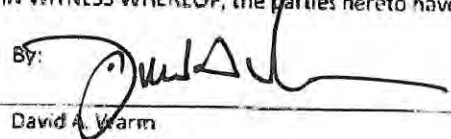
Contractor agrees to maintain liability and workmen's compensation insurance, satisfactory to MARC/KCRPC and the Participants, and to indemnify MARC/KCRPC and the Participants against all liability, loss and damage arising out of any injuries to persons and property caused by Contractor, his sub-contractors, employees or agents.

9. **NOTICES**

Any notice to any Contractor from MARC/KCRPC relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative.

IN WITNESS WHEREOF, the parties hereto have signed this CONTRACT:

By:


David A. Warm
Executive Director
Mid-America Regional Council
600 Broadway Suite 200
Kansas City, Missouri 64105-1659

Date:

6/30/17

By:

DocuSigned by:

0570C657A0A4EE
Kevin O'Brien
Waste Corporation of Missouri, LLC (WCA)
19212 East 231st Street
Harrisonville, Missouri 64701
P. 816-887-5641
Email: kobrien@wcanamerica.com

VP - Special Projects

Title:

June 29 2017

Date:

Enclosures:

Attachment A Scope of Services
Form 6 Fee Schedule

Originals: Contractor
Program Coordinator

CC: Participants – cities of Westwood, Fairway and Roeland Park, Kansas

ATTACHMENT A

SCOPE OF SERVICES

PENALTIES - Service complaints which shall include missing a collection on a scheduled day, failure to return containers to their proper location in good order, spillage, unreturned calls or excessive hold times for callers where it is conclusive that the Contractor failed to resolve the complaint or deliver service as prescribed in the contract shall constitute a violation and be subject to penalty per the following schedule: The first violation at a given address during any 12 month period shall result in a penalty of \$25.00, the second violation at the same location during the same 12 month period shall result in a penalty of \$50.00, the third and subsequent violations at the same location during the same 12 month period shall result in a penalty of \$100.00 per violation. All penalties will be deducted from the next monthly payment due the Contractor.

In addition to the provisions of the Performance Bond, if the Contractor fails to provide services on a timely basis to a neighborhood or the entire community, the Contractor shall forfeit payment for services not performed unless remedied to the satisfaction of the Participant or caused by an act of God. The Contractor shall pay as penalty, the amount of five Hundred Dollars (\$500) per day for failure to comply with the provisions of the contract, to the specific Participant. Contractor shall have the opportunity to appeal penalties imposed to the governing board of the Participant. Penalties shall be deducted from the next monthly payment due the Contractor.

PRICING – Option pricing submitted on Form 6 to be in effect, January 1, 2018. Pricing shall also include RFID/GPS system as demonstrated May 15, 2017 will be implemented by Waste Management of Missouri, LLC (WCA) at no additional cost. Each Participant will be provided the program / software necessary to access the RFID tracking system if so desired at no additional cost

ADDITIONAL SERVICES/REQUIREMENTS -

- WCA will contact each Participant, twice per service day (by noon and before end of business day). Participants will provide contact information to WCA.
- WCA will assign a primary contact for the Participants. Current primary contact should be Mike Martin, the Route Manager for all Kansas services and may be reached by mobile phone at 816-215-2496 (text or call), or by email mikem@townandcountrydisposal.net. It is recommended, WCA create a system for a specific email (address) that will be funneled to the correct WCA managers and backup personnel, once this can be set up by WCA staff. Currently, the email is directed to Sloane Lowe at slowe@wcamerica.com. (If a City is already using a chain of contacts they feel is effective, they may continue using that process.)
- Commit to a 24-hour resolution of missed pickups
- Commit to a 24-hour response on bulky item services.
- Implement a tracking log for complaint resolutions identifying customer and / or City contact, WCA contact, issue, resolution date, follow-up if required.
- Implementation of web capabilities by providing a City link to WCA website allowing City or Citizen's to choose their respective City and enter service requests (fillable form on site), explanation of services and route schedules relative to their City, recycle guidelines, basic description of all services performed, etc. Capabilities will be implemented as quickly as possible, prior to actual contract date.
- Rebrand existing equipment used to perform services under this contract, to identify WCA, provide phone number, install RFID chips. Rebranding will start within 30 days following notice of award, to be completed prior to actual contract date.
- Provide "New Residents" with a welcome packet consisting of information available on our website.

- Open discussion of any optional communication or informational resources the Participants believe to be beneficial. Discussion of feasibility of involving a 3rd party communication service to blanket the areas with updated information, contacts, procedures, etc. versus having WCA providing multiple mailers to all serviced residents (content to be approved by Participants).
- Currently, WCA delivers yard waste collected from the MARC communities to the Purcell compost area at a charge of \$149.00 per truck load. If WCA can find an alternate site with the service and capacity to process the yard waste WCA collects from the Participants at a lesser fee or no charge, the reduced cost will be passed on to the Participants. Possible lower cost facilities must be within the operational footprint of WCA creating no additional travel costs.

FORM NO. 6: FEE SCHEDULE – Three (3) Year Initial Term, Firm Price with Two (2) One-Year Renewal Options

Item	Description	Est. Qty.	Unit Price –	Price Per Month (Unit price x qty)	Annual Price – (Monthly cost x 12 months)
	Residential Solid Waste, Yard Waste and Recycling:				
a.	Cost per month, per residence	5,367	\$ <u>15.17</u>	\$ <u>81,417.39</u>	\$ <u>977,008.68</u>
b.	Cost to the City per bag tag for overflow solid waste (above 96-gallon per week limit)	Unknown	\$ <u>1.00</u>	N/A	N/A
	Residential Bulk waste collection, per item, in excess of allowed 2 items per month:				
d.	Cost to the City per bulk item tag for additional items over allowed limit	Unknown	\$ <u>5.00</u>	N/A	N/A
	Residential White good collection, per item:				
e.	Cost per item	Unknown	\$ <u>25.00</u> each	N/A	N/A
	Commercial:				
f.	Cost per 25 cubic yard dumpster for regular solid waste collection	1	\$ <u>185.00</u> (per dumpster)	N/A	\$ _____
g.	Cost per 40 cubic yard dumpster for leaf collection programs in fall	1	\$ <u>185.00</u> (per dumpster)	N/A	\$ _____
h.	Cost per 40 cubic yard dumpster for storm debris removal	1	\$ <u>185.00</u> (per dumpster)	N /A	\$ _____
j.	Base Bid: Total of a, c, f, g, h annual cost)				\$ <u>977,008.68</u>

Explanation by item:

- a. Residential rate for all services per specification
- b. WCA to charge \$1.00 per bag for overflow of solid waste with City retaining any other fees
- d. WCA to charge \$5.00 per bulk item collected above contractual limits with City retaining any other fees
- e. White goods to be collected at a charge of \$25.00 per item (must be certified freon free)
- f. All roll off dumpsters for MSW billed at hauling fee of \$185.00 plus disposal fee of \$33.00 per ton
- g. Roll off containers for leaf collection shall be hauled at \$185.00 plus dumping cost of compost facility
- h. Roll offs for collection of storm debris shall be hauled at \$185.00 per load plus disposal fee
(roll off loads that can be directed to compost facilities will be charged at the compost rate versus any directed to a landfill at \$33.00 per ton)
- j. Due to the lack of knowledge as to what type of roll off is hauled (msw, greenwaste, storm cleanup)
It would be difficult to assign an annual cost, therefore, WCA has submitted our price structure for each type of individual load. Bid total reflects cost for "a" only.

COUNCIL ACTION FORM

Admin Item

Meeting Date: May 14, 2020
Staff Contact: Leslie Herring, CAO / City Clerk

Agenda Item: Fence Variance Request – 2820 W 50th Street

Background / Description of Item:

Rodney Bell, who recently purchased the house at 2820 W 50th Street (NEC of W 50th Street and Fairway Road), is requesting a fence variance to place a new fence 14 feet closer to Fairway Road than allowed without a variance being granted. The new fence would be a four feet height black metal fence and be located ten feet from the right of way.

Westwood Fence Standards

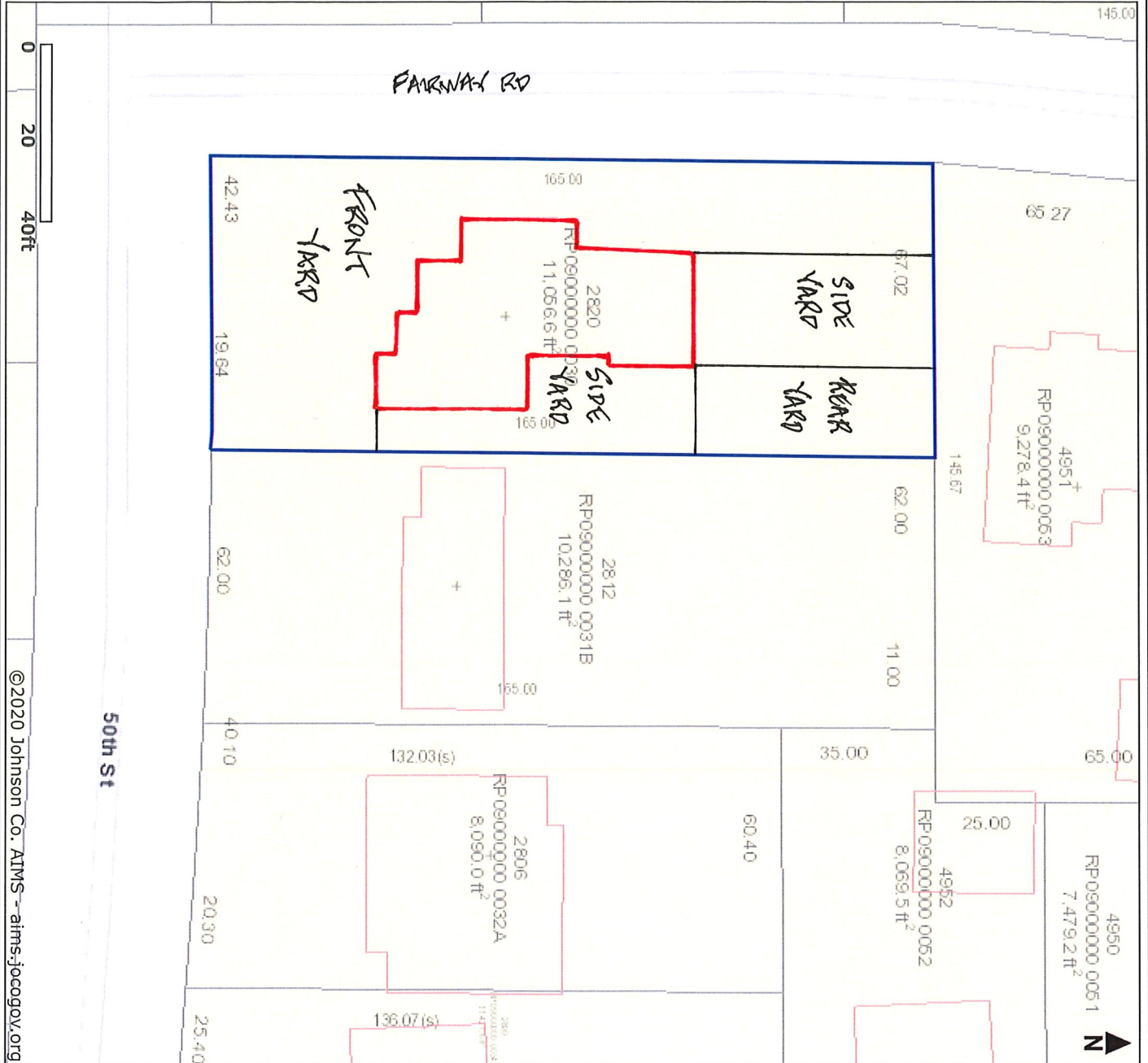
4.3.9 Fence and Wall Standards

- C. *The requirements for placement of fences and walls shall be as follows:*
1. *No fence or wall shall be closer to the front property line than the front line of the residence.*
 2. *No fence or wall on a vacant lot shall be closer to the property lines than the allowable building lines as set forth in this Ordinance.*
 3. ***No rear yard fence or wall shall be closer to the front property line than the rear line of the primary structure. On a corner lot, no such fence or wall shall be closer to the street-side property line than the structure line nearest that side street.***
 4. *No fence or wall shall restrict or obstruct normal traffic visibility or any traffic control sign.*

The City Council may approve fence variances:

F. ***Fences or walls which would fail to comply with any other requirement of this Ordinance may be constructed and maintained, contingent upon the following:***

1. *Application shall be made to the Governing Body, which shall study said application to determine the following:*
 - a. *the fence or wall will not adversely affect the general welfare of the immediate neighborhood in which the fence or wall is to be erected, taking into consideration factors including, but not limited to, the value of the property and the safety of residences in said neighborhood;*
 - b. *the appearance, location, and purpose of the proposed fence or wall;*
 - c. *the effect on adjoining properties;*
 - d. *the size of the area to be enclosed; and*
 - e. *the desirability of open views with regard to beauty, value and safety of the neighborhood; and*
 - f. *with respect to any fence on a lot adjacent to a street, a variance shall not be granted if the proposed fence would interfere with a safe view of the street for vehicular traffic, or would impair the view from any nearby driveway, or would extend closer to the street than the adjacent front yard setbacks.*
 2. *Said application must be approved by at least four of the five members of the Governing Body.*
-



Johnson Co AIMS Map

LEGEND

+ Address Point

Building/Structure

Property

Untaxed

Common Interest

Vertical

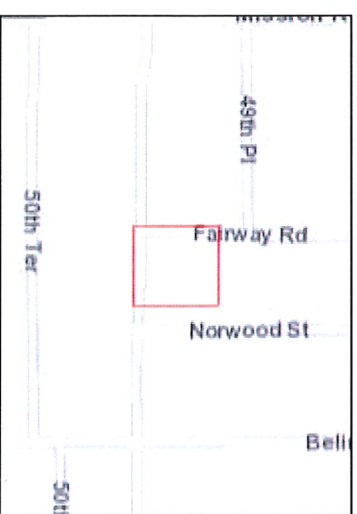
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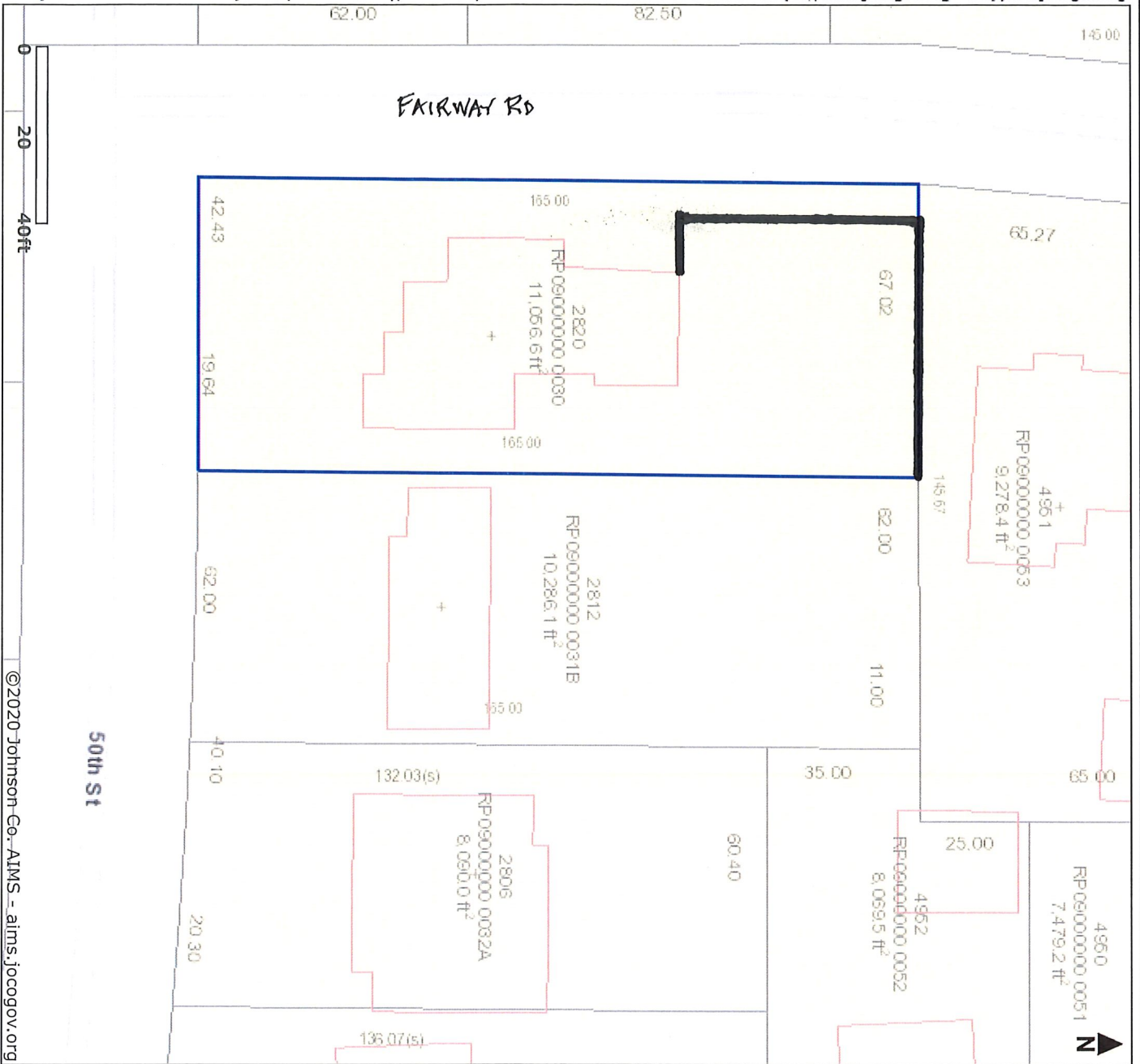
Right-of-way

Mineral Rights

Leased Land



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Johnson Co AIMS Map

LEGEND

+ Address Point

Building/Structure

Property

Untaxed

Common Interest

Vertical

Platted

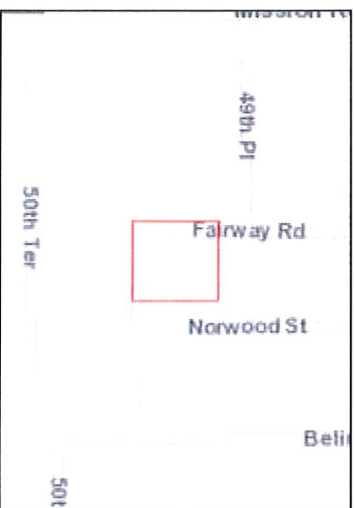
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Right-of-way

Mineral Rights

Leased Land

FRONTIER FENCE LOCATION



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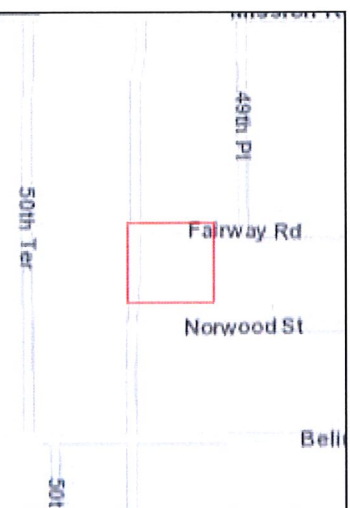


Johnson Co AIMS Map

LEGEND

AIMS Imagery: 2019

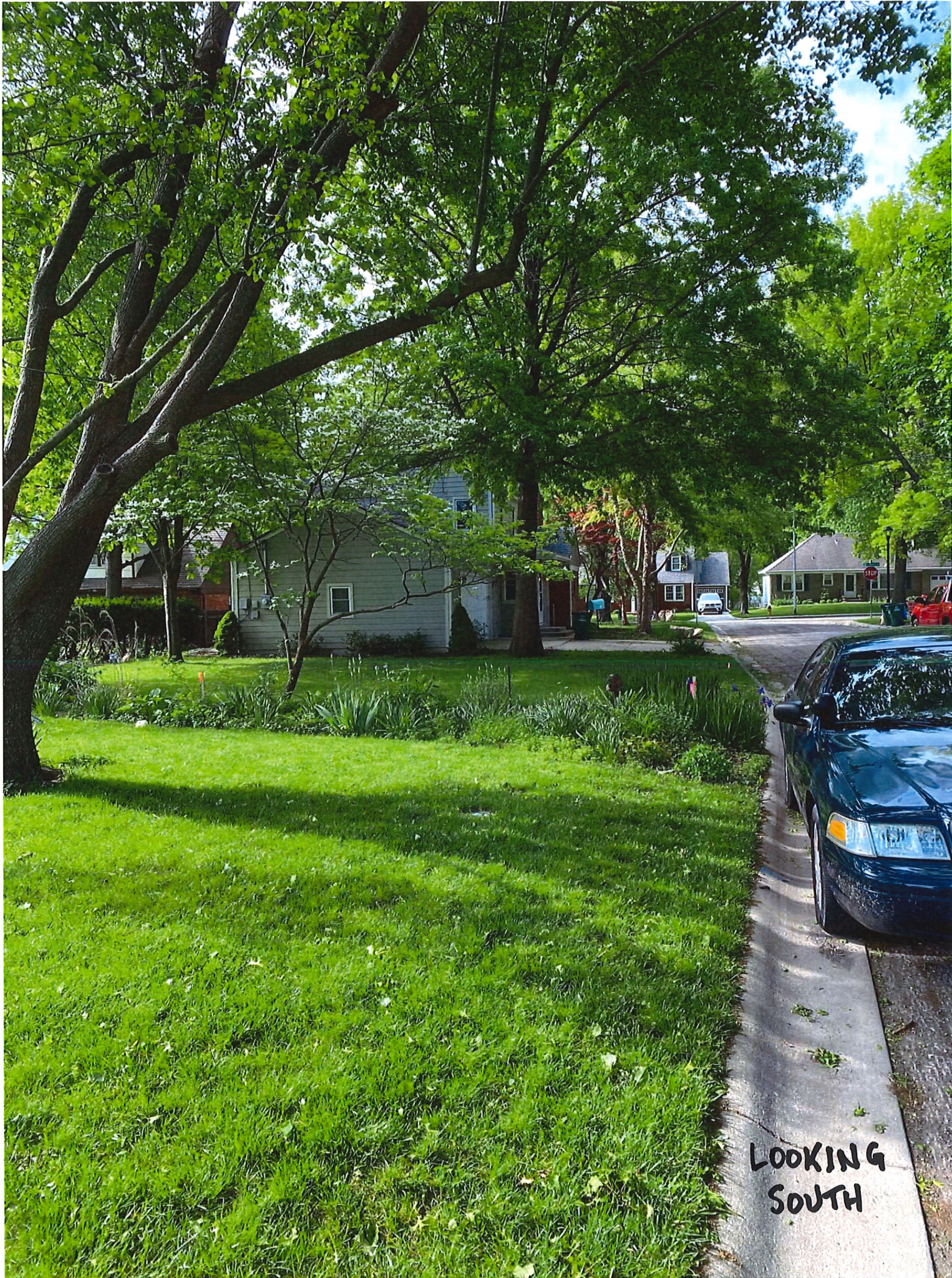
 - Proposed Fence Location



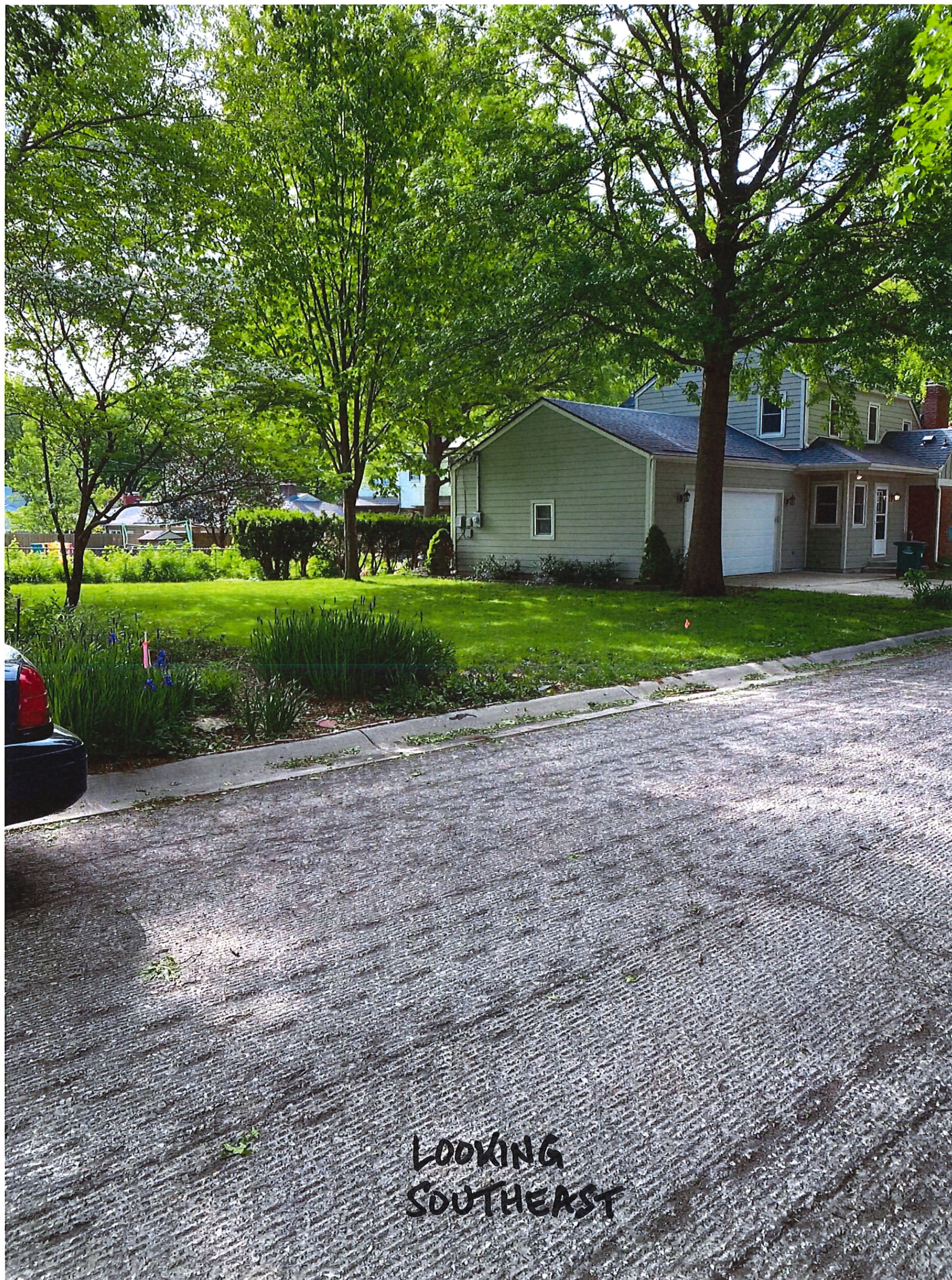
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LOOKING
NORTH



LOOKING
SOUTH



LOOKING
SOUTHEAST

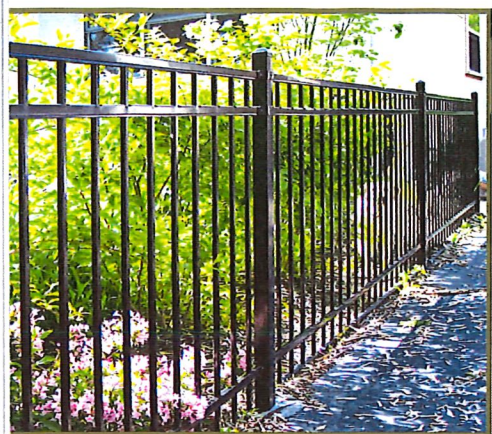


CLASSIC™

Timeless Elegance

Classic style features extended pickets that culminate to an arrow-pointed spear capture the beautiful look of old style wrought iron fencing. Single, double and arched walk gates that perfectly match this fence style are also available.

- ❖ 2-rail panels in 3', 3½', 4' and 5' heights, with a standard or flush bottom rail
- ❖ 3-rail panels in 3', 3½', 4', 5' and 6' heights, with a standard or flush bottom rail



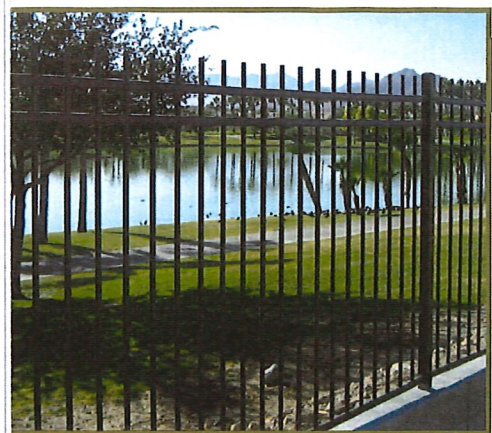
MAJESTIC™



Modern Beauty

Majestic's flush top rail projects a clean, streamlined look that make it one of the most popular styles in the Montage family. Single, double and arched walk gates that perfectly match this fence style are available as well.

- ❖ 2-rail panels in 3', 3½', 4' and 5' heights, with a standard or flush bottom rail
- ❖ 3-rail panels in 3', 3½', 4', 5' and 6' heights, with a standard or flush bottom rail (4½' panels available with flush bottom rail only)



GENESIS™

Creatively Distinct

Genesis style's extended flat-topped pickets serve as a foundation for your choice of accent finials providing a customized design. Single, double and arched walk gates that perfectly match this fence style are available as well.

- ❖ 2-rail panels in 3', 3½', 4' and 5' heights, with a standard or flush bottom rail
- ❖ 3-rail panels in 3', 3½', 4', 5' and 6' heights, with a standard or flush bottom rail



Application for a Fence Variance

City of Westwood
4700 Rainbow Blvd
Westwood, Kansas 66205
Phone: (913) 362-1550
www.westwoodks.org

TO THE GOVERNING BODY OF THE CITY OF WESTWOOD, KANSAS:

The undersigned hereby affirms:

- That he/she is the owner/duly authorized agent of the owner of the following described real property located at 2820 W 50th St in the City of Westwood, with the Legal Description Behrman's Addition E 42.43' LT 30+ W 25.49' LT 31 WWC 97
- That said premises are now located in a Residential District, and zoned accordingly under the Zoning Ordinances of the City of Westwood.
- That said premises are now being used as follows: Residential

- That the petitioner desires to erect a fence on said premises, as follows (also give reasons which, in the opinion of the petitioner, justify issuance of a fence variance): The fence would cut my backyard almost in half on the west side. If allowed 10' off the street it would look better and keep my backyard intact

Wherefore, petitioner hereby applies for a variance to allow erection of a fence as follows: _____

Date Filed	<u>5-4-20</u>
Accepted by	<u>[Signature]</u> City Clerk
Date of Hearing	<u>5-14-20</u>
Decision	_____

CITY OF WESTWOOD USE

<u>Rod Bell</u>
Owner-Agent Printed Name
<u>[Signature]</u>
Owner-Agent Signature
<u>913-710-9739</u>
Phone Number

Eddie McNeil

From: Eddie McNeil
Sent: Tuesday, April 21, 2020 10:31 AM
To: 'rodbell1951@gmail.com'
Subject: Fence Permit Application - 2820 W 50th Street
Attachments: Fence Variance Application.pdf

Rod,

I have reviewed your application documents for the proposed fence and must deny it due to your desire to have fence installed further west than the northwest corner of the house, as we discussed.

I have attached a blank application for a fence variance request for your use. Please submit the completed application along with a copy of a *survey* of the property showing where you propose to have the fence installed in relation to the property line(s) and *not* the street.

Contact me with any questions.

Thank you,

Eddie McNeil

Building Official/Codes Administrator
City of Westwood, Kansas
4700 Rainbow Blvd
(913) 942-2130



City of Westwood
Building Permit Application

4700 Rainbow Boulevard

Westwood KS 66205

Phone: (913)362-1550 Fax: (913)362-3308

westwoodks.org/buildingplanning

info@westwoodks.org

RECEIVED
APR 20 2020
CITY OF WESTWOOD

Permit # _____

Project Address: 2820 W 50th St.

Owner: Rod Bell Phone: 913-710-9739

Email: RodBell1951@G-MAIL.COM

General Contractor: THU R FROM EHLER FENCE NOT SURE Phone: _____

Email: _____

Contractor License #: _____

Sub Contractor: _____ Phone: _____

Email: _____

Sub Contractor: _____ Phone: _____

Email: _____

Sub Contractor: _____ Phone: _____

Email: _____

Project Type: ☐ New Construction ☐ Alteration ☐ Addition ☐ Replacement ☐ Repair
☐ Maintenance ☐ Removal ☐ Demolition ☐ Fence ☐ Sign ☐ Other

Description of Work:

ROD I KEN FENCE 4" TALL BACK YARD
I WOULD LIKE A VARIANCE FOR THE STREET SIDE
IT WOULD LIKE TO 10' OR SO FROM THE STREET, AS NOT
TO CUT THE BACKYARD IN HALF Eddy has been out

Valuation: \$ 4000.00

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type type of work will be complied with whether specified herein or not. I further certify that I am the owner or the owner's authorized agent and that the owner authorizes the proposed work. I understand that work shall not begin until the permit is issued by this department, that I am responsible for calling for all required inspections, that work shall be accessible for inspection, that a final inspection, approval and Certificate of Occupancy are required prior to occupying this building. This permit application is only for the work described above. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced.

Signature: Rod Bell

Printed Name: Rodney Bell Date: 4-20-2020

WESTWOOD

April 2020

ACTIVITIES / OFFENSE	Apr-20	Apr-20	CHANGE	ACTIVITIES / OFFENSE	Apr-20	Apr-20	CHANGE
<i>PART I CRIMES</i>				CRIMINAL DAMAGE	0	0	0
MURDER	0	0	0	DISORDERLY CONDUCT	0	0	0
RAPE	0	0	0	DISTURBANCE-ARMED	0	0	0
ROBBERY	0	0	0	DISTURBANCE	2	4	-2
BURGLARY							
BUSINESS	0	0	0	FIRE	2	3	-1
RESIDENTIAL	0	0	0	F.I.F	0	0	0
VEHICLE	0	0	0	INFO / INVEST	2	6	-4
		0		INTERV / INTEROG	0	0	0
MOTOR VEH THEFT	0	0	0	JUVENILE	0	0	0
LARCENY / THEFT	0	1	-1	NATURE UNKNOWN	0	0	0
ASSAULTS	0	0	0	NOISE COMPLAINT	0	3	-3
		0		OPEN DOOR	0	0	0
ARRESTS							
FELONY	0	0	0	ORD. COMPLAINT	0	0	0
MISDEMEANOR	0	1	-1	ORD. VIOL WARNING	0	1	-1
TRAFFIC	0	0	0	ORD. VIOL LETTER	0	0	0
DUI	0	0	0	OTHER	0	0	0
OTHER	0	0	0				
WARRANTS	0	7	-7	PARK CHECK	0	0	0
CONFINED	0	2	-2	PED. CHECK	0	0	0
				PROWLER	0	0	0
SUMMONS				PUBLIC SERVICE	6	12	-6
HAZARD	2	75	-73				
NON-HAZARD	15	142	-127	RECOVERED PROP	0	1	-1
DUI	0	0	0				
ORD. VIOLATION	0	0	0	SPECIAL TALKS	0	0	0
				SUSPICIOUS SUBJECT	1	1	0
ACCIDENT 10-47	1	0	1	SUSP VEH 10-44	2	5	-3
ACCIDENT 10-48	0	0	0	SUSP VEH 10-45	0	1	-1
ADMIN.DUTIES-PD	12	20	-8				
ADMIN.DUTIES - CITY	0	0	0	TELE. CALL HARASS	0	0	0
ALARM	1	2	-1	TELE. CALL THREAT	0	0	0
ANIMAL	0	1	-1				
ASSAULT - BATTERY	0	0	0	TRAFFIC CONTROL	0	0	0
ASSIST - POLICE	1	5	-4	TRAFFIC COMPLAINT	0	1	-1
ASSIST - PUB MOTOR	4	12	-8	TRAFFIC WARNING	1	38	-37
				10-81	18	28	-10
BLD. CHECK-SHAKE	0	5	-5	WARRANT ATTEMPT	0	0	0
BLD. CHECK-PATROL	1140	1220	-80	911 UNFOUNDED	2	0	2
BUSINESS CHECK	25	29	-4	CALLS	68	93	-25
				REPORTS	9	27	-18
CASUALTY-RESCUE	0	1	-1	VEH. SERVICE 10-92	5	11	-6
CIVIL MATTER	0	2	-2	TOTALS	1319	1760	-441

APRIL 2020

ACTIVITIES / OFFENSE	WW	WH	MW	OTHER	TOTAL
<i>PART I CRIMES</i>					
MURDER	0	0	0	0	0
RAPE	0	0	0	0	0
ROBBERY	0	0	0	0	0
BURGLARY				0	
BUSINESS	0	0	0	0	0
RESIDENTIAL	0	0	0	0	0
VEHICLE	0	0	0	0	0
MOTOR VEH THEFT	0	0	0	0	0
LARCENY / THEFT	0	0	0	0	0
ASSAULTS	0	0	0	0	0
<u>ARRESTS</u>					
FELONY	0	0	0	0	0
MISDEMEANOR	0	0	0	0	0
TRAFFIC	0	0	0	0	0
DUI	0	0	0	0	0
OTHER	0	0	0	0	0
WARRANTS	0	0	0	0	0
CONFINED	0	0	0	0	0
<u>SUMMONS</u>					
HAZARD	2	5	0	0	7
NON-HAZARD	15	0	0	0	15
DUI	0	0	0	0	0
ORD. VIOLATION	0	0	0	0	0
ACCIDENT 10-47	1	0	0	0	1
ACCIDENT 10-48	0	0	0	0	0
ADMIN. DUTIES -PD	12	0	0	0	12
ADMIN. DUTIES - CITY	0	0	0	0	0
ALARM	1	0	1	0	2
ANIMAL	0	0	0	0	0
ASSAULT - BATTERY	0	0	0	0	0
ASSIST - POLICE	1	0	3	2	6
ASSIST - PUB MOTOR	4	0	0	0	4
BLD.CHECK - SHAKE	0	0	0	0	0
BLD.CHECK - PATROL	1140	1050	960	0	3150
BUSINESS CHECK	25	2	0	0	27
CASUALY - RESCUE	0	0	0	0	0
CIVIL MATTER	0	0	0	0	0
CRIMINAL DAMAGE	0	0	0	0	0
DISORDERLY CONDUCT	0	0	0	0	0
DISTURBANCE - ARMED	0	0	0	0	0
DISTURBANCE	2	0	0	0	2

APRIL 2020

FIRE	2	1	0	0	3
F.I.F	0	0	0	0	0
INFO / INVEST	2	0	0	0	2
INTERV / INTEROG	0	0	0	0	0
JUVENILE	0	0	0	0	0
NATURE UNKNOWN	0	0	0	0	0
NOISE COMPLAINT	0	0	0	0	0
OPEN DOOR	0	0	1	0	1
ORD. COMPLAINT	0	0	0	0	0
ORD. VIOL. WARNING	0	0	0	0	0
ORD. VIOL. LETTER	0	0	0	0	0
OTHER	0	0	0	0	0
PARK CHECK	0	0	0	0	0
PED. CHECK	0	0	0	0	0
PROWLER	0	0	0	0	0
PUBLIC SERVICE	6	0	0	0	6
RECOVERED PROP	0	0	0	0	0
SPECIAL TALKS	0	0	0	0	0
SUSPICIOUS SUBJECT	1	0	0	0	1
SUSP. VEH 10-44	2	0	0	0	2
SUSP. VEH 10-45	0	0	0	0	0
TELE. CALL HARASS	0	0	0	0	0
TELE. CALL THREAT	0	0	0	0	0
TRAFFIC CONTROL	0	0	0	0	0
TRAFFIC COMPLAINT	0	0	0	0	0
TRAFFIC WARNING	1	0	0	0	1
911 UNFOUNDED	2	0	0	0	2
WARRANT ATTEMPT	0	0	1	0	1
10-81	18	0	3	0	21
CALLS	68	3	6	2	79
REPORTS	9	1	1	0	11
VEH. SERVICE 10-92	5	0	0	0	5
TOTAL	1,319	1,062	976	4	3,361

WESTWOOD
COURT SUMMARY
APRIL, 2020

COURT DATE	ARRAIGNMENTS	TRIALS	FINES	LETTERS	WARRANTS
April 03, 2020	41	02	\$ 1,570.00	68	00
April 10, 2020	54	04	\$ 1,587.00	95	00
April 24, 2020	26	00	\$ 2,295.00	48	00
TOTALS					
April 2020	121	06	\$ 5,452.00	211	00
April 2019	143	16	\$17,375.50	84	18
TOTAL (\$ 5,452.00) less					
* Kansas DL fees:					\$122.00
* Judges Training Fund:					\$ 18.00
* LET Training Fund:					\$405.00
* Seat Belt Fund:					\$0.00
April 2020 TOTAL:					
					\$4,907.00

Y.T.D. TOTALS 2020		Y.T.D. TOTALS 2019	
ARRAIGNMENTS:	604	ARRAIGNMENTS:	539
TRIALS	71	TRIALS:	99
LETTERS:	626	LETTERS:	263
WARRANTS:	65	WARRANTS:	94
FINES:	\$65,579.65	FINES:	\$57,950.00
KS DL FEES:	\$813.00	KS DL FEES:	\$662.00
JUDGES FUND:	\$190.50	JUDGES FUND:	\$333.50
L.E.T.FUND:	\$4,272.50	L.E.T FUND:	\$4,722.50
COMM CORRECTIONS:	\$00.00	COMM CORRECTIONS:	\$0.00
SEAT BELT FUND:	\$120.00	SEAT BELT FUND:	\$200.00

COUNCIL ACTION FORM

Public Safety Item

Meeting Date: May 14, 2020

Staff Contact: Greg O'Halloran, Chief of Police

Agenda Item: Contract with All City Management Services Inc. to provide school crossing at the intersection of 50th Street and Rainbow Blvd for the students from Westwood View Elementary for the 2020/2021 school year.

Background / Description of Item:

- The safety of our students is paramount
- All City Management Services Inc. has successfully provided crossing guard services for Westwood for four years.
- They background check employees
- If a guard calls in sick, they are replaced by other employees or the supervisor
- There is an increase in cost this year of approx. \$213 with a projected annual expense of \$7,351.
- This is an item that is budgeted for annually
- Westwood Hills is expected to split the expense of providing this service
- Subject to review by the City Attorney

Staff Recommendation:

Request that the City Council approve and authorize the Mayor to renew the contract with All City Management Services Inc. to provide crossing guard services in the 20/21 school year.

Suggested Motion:

I move to authorize the Mayor to renew the contract with All City Management Services Inc. to provide crossing guard services in the 2020-2021 school year.



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated May __, 2020 and is between the CITY OF WESTWOOD (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2020 and ends on June 30, 2021 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City’s representative in dealing with the Contractor shall be designated by the City of Westwood.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City’s jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$9,000,000 (Nine Million Dollars).
12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty Dollars and Forty-two Cents **(\$20.42)** per hour, per Crossing Guard during the term. Based on a minimum of one (1) site the Contractor shall bill a minimum of 2.0 hours per day, per Crossing Guard, unless Contractor fails to perform service. Based upon a projected (360) hours of service the cost shall not exceed Seven Thousand, Three Hundred and Fifty-one Dollars (\$7,351.00) per year.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

CONTRACTOR

City of Westwood

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____

Westwood Public Works Monthly Report

TO: GOVERNING BODY
FROM: JOHN SULLIVAN, DIRECTOR OF PUBLIC WORKS
RE: MONTHLY REPORT, APRIL 2020
DATE: MAY 10, 2020

Some of the activities for Public Works in April include:

1. Daily collection of trash from the 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:
KCMMB Board Meeting – 1.0 hrs., Zoom Meeting
OGL Meeting – 1.5 hrs., Zoom Meeting
7. Received, via email, Kansas One-Call Locate Requests, advised callers of there status with the City of Westwood in regards to utilities and advised, when appropriate, the need to either get an excavation permit, building permit or fence permit. I provide 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. We performed weekly checks on the inside of the 5050 Rainbow property.
13. Observed activities associated with ROW Permits.
14. We marked streetlight utilities when requested by the One-Call System.
15. We swept streets in Westwood.
16. I met with the City Engineer concerning the Annex street projects.
17. We patched potholes various locations.
18. We removed brush from storm water box off of Cambridge and W. 46th Street.
19. We installed a fan in the fountain at W. 47th Street for air circulation.

20. We installed security lights on the Public Works Building.
21. We replaced the backflow preventers at the Public Works Building.
22. We replaced the ballasts and lamps in city hall community room.
23. We repaired the sign at the PW building, installed new lights.
24. We replaced the lighting in the booking room at CH.
25. We made shields for the CH to protect employees from COVID 19.
26. We installed a fan for air circulation in the fountain pump room at Joe Dennis Park.
27. We replaced the overhead lighting in the Admin offices, Mayor's office and Chief's office.
28. We relocated the thermostat from the Chief's office to the main Police office.
29. I attended numerous briefings related to COVID 19 pandemic via Zoom.

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

To: Governing Body
From: John Sullivan, Director of Public Works
Date: May 10, 2020
Re: Monthly Status Report

- 2019 (formerly 2018) Street and Storm water Improvement Projects: We will be working on the punchlist items over the next month.
- W. 47th Street Project: The KDOT agreement will be considered along with an agreement with the UG at a future Council Meeting.
- Storm water box failure behind Retail Grocers Building: We have received reimbursement for this project from Retail Grocers.
- Stone Wall Veneer, 4800 Building: This project is at a stalemate at the moment. The property owner is unwilling to bare any of the costs associated with the issue. The review by Geo Butler Engineers was not deemed to be a good alternative with respect to scope and cost. With the uncertainty of future revenues we have temporarily placed this project on hold.
- Storm Water Infrastructure Survey: The survey work is complete. We are awaiting the data to be compiled.
- KU Crosswalk: This project is on track to be completed by September 1, 2020.
- Paint Only Project on W. 47th Street: The plans are complete and ready to go to bid. The council will be considering an interlocal agreement with the Unified Government at the May Council Meeting. The agreement is also under consideration at the Unified Government. I do not have a date for consideration at this time.
- Belinder CARS Project, UBAS with additional streets: The curb & gutter replacements are complete. The full depth patching is complete. The macro texturing is complete. If the weather cooperates, the side streets will be surfaced on Monday and Belinder on Tuesday with stripping to follow.

- Annex Street Preliminary Design: Uhl Engineering has preliminary concepts that are ready for explanation and consideration. These will be vetted by the Public Works Committee in the coming two weeks.
- 5050 Rainbow Demolition Plan: This project is progressing. We should be ready to accept bids at the June council meeting.
- CARS and SMAC Projects: I have received from Johnson County information indicating they are expected at worst case a 30% reduction in sales tax if the current situation persists through May. They are expecting sales tax revenue to be flat through 2021. As such they are developing plans for reductions in funding for both of these programs. We have one project in the pipeline at the moment and I expect it to be entirely funded. Future projects which utilize CARS funding may see reductions in funding.

COUNCIL ACTION FORM

Meeting Date: May 14, 2020

Staff Contact: John Sullivan, Public Works Director

Agenda Item: Consider a Resolution to adopt the 2021 to 2025 City of Westwood CARS Program

Background / Description of Item:

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

The recommended roadways for the City of Westwood for calendar years 2021 to 2025 is as follows:

<u>Year</u>	<u>Project</u>
2021	State Line Road, North City Limits to South City Limits
2022	W. 47 th Street, Mission Road to Rainbow Boulevard
2023	W. 47 th Place, State Line Road to Rainbow Boulevard
2024	Mission Road, W. 53 rd Street to W. 47 th Street

Staff Recommendation:

Adopt Resolution No. 82-2020 approving the 2021 to 2025 County Assistance Road System Program for road improvements with the City of Westwood

Suggested Motion:

I move to adopt Resolution No. 82-2020 approving the 2021 to 2025 County Assistance Road System Program for road improvements within the City of Westwood.

**CITY OF WESTWOOD, KANSAS
RESOLUTION NO 82-2020**

**A RESOLUTION APPROVING A FIVE-YEAR PROGRAM FOR ROAD
IMPROVEMENTS FOR 2021-2025 WITHIN THE CITY OF WESTWOOD**

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

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

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

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

SECTION ONE; that the Governing Body of the City of Westwood, Kansas, has hereby reviewed and approved the following roads for inclusion in the CARS program:

- 2021 State Line Road, North City Limits to South City Limits
- 2022 West 47th Street, Mission Road to Rainbow Blvd.
- 2023 W. 47th Place, Rainbow Blvd. to State Line Road
- 2024 Mission Road, West 53rd Street to West 47th Street

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

PASSED by the Governing Body of the City of Westwood, Kansas and approved by the Mayor this 14th day of May 2020.

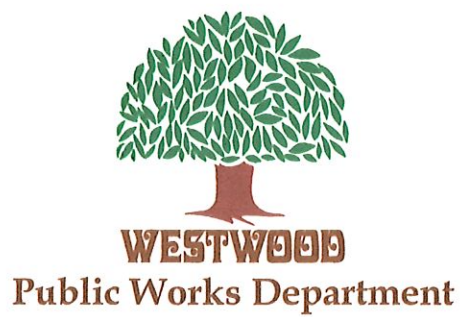
ATTEST:

David E. Waters, Mayor

Leslie Herring, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney



May 6, 2020

Mr. Kent Lage, P.E.
Johnson County Public Works
1800 West 56 Hwy.
Olathe, Kansas 66061

Dear Mr. Lage:

Please find enclosed the City of Westwood's 2021 - 2025 CARS Program submittal.

Should you have any questions, please do not hesitate to contact me. Thank you in advance.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John Sullivan', with a long, sweeping horizontal line extending to the right.

John Sullivan
Director of Public Works

Encl.

CARS Form A
2021-2025 Project Application for the
County Assistance Road System (CARS) Program

Submit one form for each project.

Return by May 7, 2020

Submitting City: Westwood **City Priority Ranking** 1
Project Location: State Line Road, North City Limits to South City Limits
Joint Project With: Kansas City, MO **Administrating City:** Westwood
Contact Name & Title: John Sullivan, Director of Public Works
Estimated Project Schedule: Start Date (mo/yr): 4/2021 **Completion Date (mo/yr):** 10/2021
Current Average Daily Traffic (ADT): 8690 **Year (2018)** 6 **Accident History (Prior 3 Years):** 6
Project Type: Major Maintenance (Capacity, Major Maintenance, Bridge Replacement, Bridge Rehabilitation, Route Enhancement, or System Management)
Current Level of Service (LOS) [System Management Projects Only]: NA
Sufficiency Rating (Bridge Projects): NA **Pavement Condition:** Good ☐ Fair ☒ Poor ☐

Detailed Description of Existing Facility:

2 Lane asphalt roadway, continuous sidewalk on both sides of corridor, curb on both sides, pavement markings.

Detailed Description of Project Scope:

2 inch asphalt mill and overlay, pavement markings, pavement patching 6 inch as needed, curb replacement as needed, sidewalk replacement as needed.

Project Cost Information *

1. Design cost:	<u>15,502.29</u>
2. Right-of-way acquisition cost:	<u>0</u>
3. Utility relocation cost:	<u>0</u>
4. Construction cost:	<u>162,774.02</u>
5. Construction engineering cost:	<u>12,401.83</u>
Total project cost:	<u>190,678.15</u>

Calculation of CARS Eligible costs:

A. Sum item # 4 & 5 above	(+) <u>175,175.85</u>
B. Federal Aid Participation	(-) <u>0</u>
C. State Aid Participation	(-) <u>0</u>
D. Other Non-local Participation	(-) <u>65,915.80</u>
Subtotal (CARS eligible costs)	<u>109,260.00</u>
CARS funding request	<u>54,630.05</u>

(Request cannot exceed 50% of the CARS eligible costs)

Funding participation by other cities:

City Name:	<u>Kansas City, MO</u>	Funding:	<u>71,749.00</u>
City Name:	<u></u>	Funding:	<u></u>

*Program policies require that a licensed professional engineer prepare and seal the 2021 project cost estimates.

State Line Road Improvement Project - State Line Road, South City Limits to W. 47th St.

Public Works Director Estimate

Estimate of Probable Cost

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WESTWOOD KS QUANTITY	ITEM TOTAL	KANSAS CITY MIO	ITEM TOTAL	TOTAL QUANTITY	TOTAL
1	Mobilization	LS	5000	0.5	\$2,500.00	0.5	\$2,500.00	1	\$5,000.00
2	Traffic Control	LS	5000	0.5	\$2,500.00	0.5	\$2,500.00	1	\$5,000.00
3	Staking	LS	0.50%	0.5	\$468.61	0.5	\$277.77	1	\$746.38
4	Curb & Gutter Removal	LF	10	28	\$280.00		\$0.00	28	\$280.00
5	2" Asphalt Mill	SY	8.25	1605	\$13,241.25	1505	\$12,416.25	3110	\$25,657.50
6	6" Asphalt Removal	SY	11	728	\$8,008.00	151	\$1,661.00	879	\$9,669.00
7	Full Depth Concrete Pavement Removal	SY	50	28	\$1,400.00		\$0.00	28	\$1,400.00
8	Concrete Sidewalk Removal	SY	20	5.5	\$110.00		\$0.00	5.5	\$110.00
9	Inlet Protection	EA	100	5	\$500.00	4	\$400.00	9	\$900.00
10	Install CG-1 Curb & Gutter	LF	25	28	\$700.00		\$0.00	28	\$700.00
11	4" Concrete Sidewalk	SY	50	5.5	\$275.00		\$0.00	5.5	\$275.00
12	2" Asphalt Surface	SY	9.5	1605	\$15,247.50	1505	\$14,297.50	3110	\$29,545.00
13	6" Asphalt Patch (4" Base & 2" Surface)	SY	40	728	\$29,120.00	151	\$6,040.00	879	\$35,160.00
14	Full Depth Concrete Pavement Replacement	SY	75	28	\$2,100.00		\$0.00	28	\$2,100.00
15	Pavement Markings, Yellow 2" Thermoplastic Double Centerline (one on each side of state)	LF	17	1040	\$17,680.00	1040	\$17,680.00	2080	\$35,360.00
	Pavement Markings, White 24" Thermoplastic								
16	Stop Bar	LF	20	28	\$560.00	28	\$560.00	56	\$1,120.00
17	CARS Sign	Ea	1000	2	\$2,000.00		\$0.00	2	\$2,000.00
	TOTAL CONSTRUCTION ESTIMATE				\$93,721.75		\$55,554.75		\$149,276.50
	TOTAL CONSTRUCTION COST ESTIMATE (Mobilization + Staking)				\$96,690.36		\$58,332.52		\$155,022.88
	ENGINEERING DESIGN ESTIMATE		10%		\$9,669.04		\$5,833.25		\$15,502.29
	CONSTRUCTION ENGINEERING ESTIMATE		8%		\$7,735.23		\$4,666.60		\$12,401.83
	CONTINGENCY 5%		5%		\$4,834.52		\$2,916.63		\$7,751.14
	TOTAL PROJECT ESTIMATE				\$118,929.14		\$71,749.00		\$190,678.15
	Cars Route 50 %				\$54,630.05		\$0.00		\$54,630.05
	City Cost Share				\$64,299.09		\$71,749.00		\$136,048.09



*Program policies require that a licensed professional engineer prepare and seal the 2021 project cost estimates.

CARS Form A
2021-2025 Project Application for the
County Assistance Road System (CARS) Program

Submit one form for each project.

Return by May 7, 2020

Submitting City: Westwood City Priority Ranking 1
Project Location: W. 47th Place, State Line Road to Rainbow Blvd.
Joint Project With: _____ Administrating City: Westwood
Contact Name & Title: John Sullivan, Director of Public Works
Estimated Project Schedule: Start Date (mo/yr): 4/2023 Completion Date (mo/yr): 10/2023
Current Average Daily Traffic (ADT): 5423 Year (2018) Accident History (Prior 3 Years): 11
Project Type: Route Enhancement (Capacity, Major Maintenance, Bridge Replacement, Bridge Rehabilitation, Route Enhancement, or System Management)
Current Level of Service (LOS) [System Management Projects Only]: NA
Sufficiency Rating (Bridge Projects): NA Pavement Condition: Good ☐ Fair ☒ Poor ☐

Detailed Description of Existing Facility:

2 Lane asphalt roadway, continuous sidewalk on north side of corridor, curb on both sides, pavement markings.

Detailed Description of Project Scope:

2 inch asphalt mill and overlay, pavement markings, pavement patching 6 inch as needed, curb replacement, sidewalk replacement, new sidewalk.

Project Cost Information *

1. Design cost:	<u>36,000</u>
2. Right-of-way acquisition cost:	<u>0</u>
3. Utility relocation cost:	<u>0</u>
4. Construction cost:	<u>360,000</u>
5. Construction engineering cost:	<u>28,800</u>
Total project cost:	<u>424,800</u>

Calculation of CARS Eligible costs:

A. Sum item # 4 & 5 above	(+) <u>388,800</u>
B. Federal Aid Participation	(-) <u>0</u>
C. State Aid Participation	(-) <u>0</u>
D. Other Non-local Participation	(-) <u>0</u>
Subtotal (CARS eligible costs)	<u>388,800</u>
CARS funding request	<u>194,400</u>
(Request cannot exceed 50% of the CARS eligible costs)	

Funding participation by other cities:

City Name: _____	Funding: _____
City Name: _____	Funding: _____

*Program policies require that a licensed professional engineer prepare and seal the 2021 project cost estimates.

CARS Form A
2021-2025 Project Application for the
County Assistance Road System (CARS) Program

Submit one form for each project.

Return by May 7, 2020

Submitting City: Westwood **City Priority Ranking** 1
Project Location: Mission Road, W. 47th Street to W. 53rd Street
Joint Project With: Roeland Park **Administrating City:** Westwood
Contact Name & Title: John Sullivan, Director of Public Works
Estimated Project Schedule: Start Date (mo/yr): 4/2024 **Completion Date (mo/yr):** 10/2024
Current Average Daily Traffic (ADT): 3721 **Year (2018)** 5 **Accident History (Prior 3 Years):** 5
Project Type: Major Maint. (Capacity, Major Maintenance, Bridge Replacement, Bridge Rehabilitation, Route Enhancement, or System Management)
Current Level of Service (LOS) [System Management Projects Only]: NA
Sufficiency Rating (Bridge Projects): NA **Pavement Condition:** Good ☐ Fair ☒ Poor ☐

Detailed Description of Existing Facility:

2 Lane asphalt roadway, continuous sidewalk on both sides of corridor, curb on both sides, pavement markings.

Detailed Description of Project Scope:

2 inch asphalt mill and overlay, pavement markings, pavement patching 6 inch as needed, curb replacement as needed, sidewalk replacement as needed.

Project Cost Information *

1. Design cost:	<u>18,986</u>
2. Right-of-way acquisition cost:	<u>0</u>
3. Utility relocation cost:	<u>0</u>
4. Construction cost:	<u>189,860</u>
5. Construction engineering cost:	<u>15,188</u>
Total project cost:	<u>228,516</u>

Calculation of CARS Eligible costs:

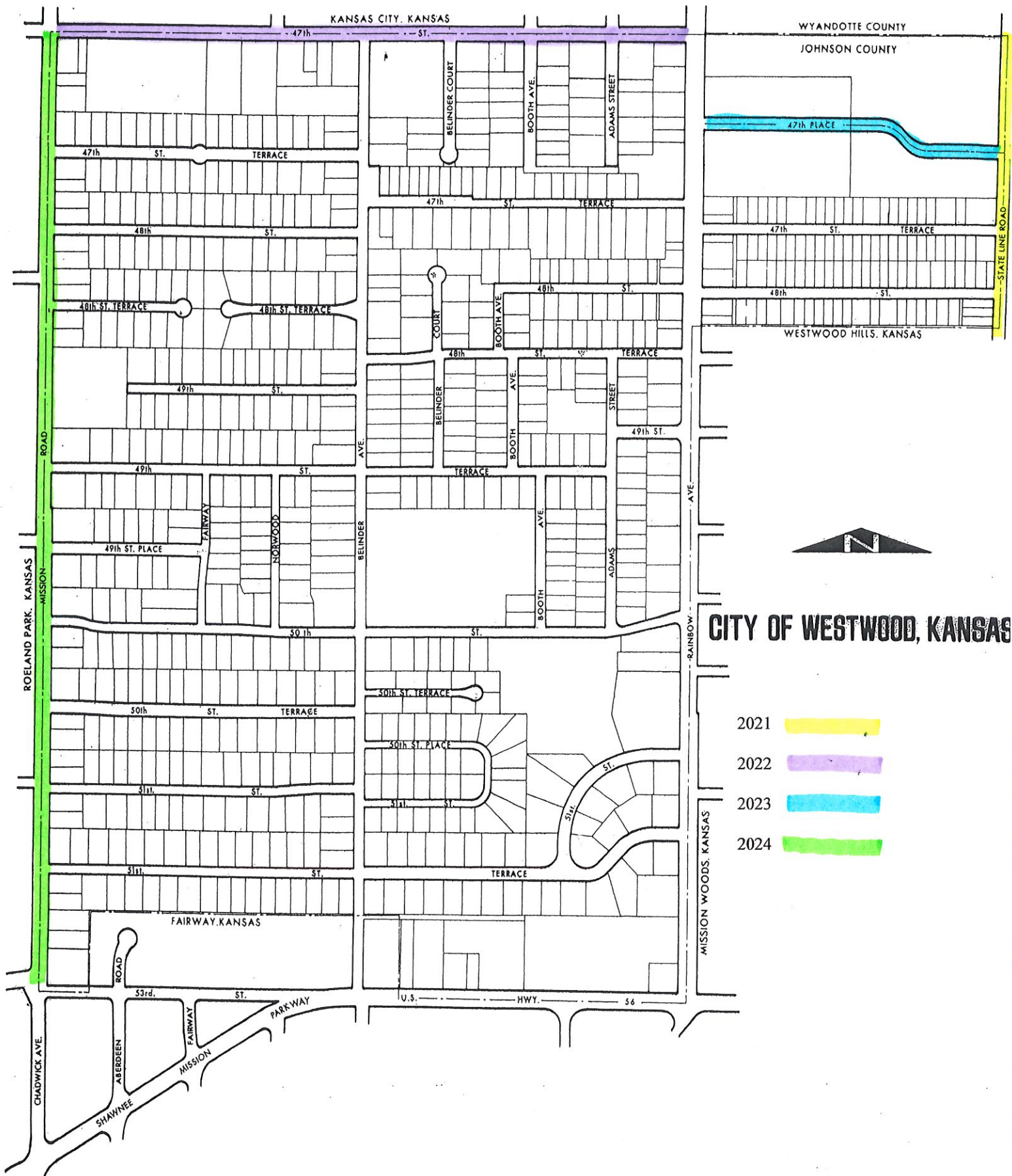
A. Sum item # 4 & 5 above	(+)	<u>205,049</u>
B. Federal Aid Participation	(-)	<u>0</u>
C. State Aid Participation	(-)	<u>0</u>
D. Other Non-local Participation	(-)	<u>0</u>
Subtotal (CARS eligible costs)		<u>205,049</u>
CARS funding request		<u>102,525</u>

(Request cannot exceed 50% of the CARS eligible costs)

Funding participation by other cities:

City Name:	<u>Roeland Park</u>	Funding:	<u>51,262</u>
City Name:	<u></u>	Funding:	<u></u>

*Program policies require that a licensed professional engineer prepare and seal the 2021 project cost estimates.



COUNCIL ACTION FORM

Meeting Date: May 14, 2020

Staff Contact: John Sullivan, Public Works Director

Agenda Item: Authorize the Mayor to sign an interlocal agreement with the Unified Government for Cost Sharing related to Improvements on W. 47th Street/Avenue.

Background / Description of Item:

The City of Westwood has contracted with CFS Engineers to design a “stripe only project” for the W. 47th Street/W. 47th Avenue Corridor to demonstrate the “Road Diet” concept and complete streets concept. The goal of this project is to demonstrate the effectiveness of a three lane profile with bike lanes prior to the design for the actual project scheduled for 2022 utilizing Federal STP Funds. The plans for this demonstration project are complete and ready to go to bid. The Cost Sharing Agreement you have before you determines the estimated cost associated with the improvement based on the Engineers Scope of Work and the Estimated Cost of Construction for each party.

Staff Recommendation:

Staff recommends Council authorize the Mayor to sign the Interlocal Agreement providing the agreement is accepted by the Unified Government. If modifications are requested by the Unified Government then this authorization shall also allow the Mayor and City Attorney to come to a mutual agreement with the Unified Government and make any necessary changes to the agreement if the Mayor and City Attorney deem them acceptable.

Suggested Motion:

I move to authorize the Mayor to sign the Project Cost Sharing Agreement between the City of Westwood and the Unified Government of Wyandotte County/Kansas City, Kansas providing the agreement is accepted by the Unified Government.

**PROJECT COST SHARING AGREEMENT
BETWEEN THE CITY OF WESTWOOD, KANSAS
AND THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/
KANSAS CITY, KANSAS**

**FOR PUBLIC IMPROVEMENTS TO W. 47TH STREET / W. 47th AVENUE BETWEEN RAINBOW
BOULEVARD AND MISSION ROAD, AND MISSION ROAD INTERSECTION**

THIS COST SHARING AGREEMENT ("Agreement") is made and entered into effective as of the last date of signature indicated below, by and between the **City of Westwood, Kansas** ("Westwood"), and the **Unified Government of Wyandotte County/Kansas City, Kansas** (the "Unified Government").

WITNESSETH:

WHEREAS, the parties hereto have determined it is in their best interest to make certain public improvements to W. 47th Street / W. 47th Avenue between Rainbow Boulevard and Mission Road, and the Mission Road Intersection, as described more fully on Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Improvements" or the "Project"); and

WHEREAS, K.S.A. 12-2908 and K.S.A. 68-169 authorize the parties hereto to cooperate in making the public improvements.

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

1. Purpose of Agreement. The parties hereto enter into this Agreement for the purpose of constructing the Improvements, together with such other incidental items associated and integral with the Improvements.
2. Estimated Cost of Project.
 - (a) Westwood has previously contracted with CFS Engineers for the preparation of the design documents for the Improvements (the "Design Documents"). The cost of the Design Documents is \$13,000.00.
 - (b) The cost of preparation of the bid or proposal documents for the Improvements (the "Bid Documents") is \$2,000.00.
 - (c) The estimated cost of the "Construction Services and Construction Observation" is \$4,805.00.
 - (d) The estimated cost of construction for the public Improvements covered by this Agreement is \$68,330.26, consisting of the following:
 - (1) "Base Bid" (as described on Exhibit A) in the estimated amount of \$56,840.26;
 - (2) "Alternate No. 1" (as described on Exhibit A) in the estimated amount of \$3,697.50; and
 - (3) "Alternate No. 2" (as described on Exhibit A) in the estimated amount of \$7,792.50.
3. Financing. Westwood and the Unified Government shall pay their respective portions of the above-described costs with monies budgeted and appropriated funds. The costs for the local share of the cost of making the public Improvements shall be distributed between Westwood and the Unified Government as follows:

- (a) Westwood shall pay 50% of the cost of preparation of the Design Documents (\$6,500.00), and the Unified Government shall pay 50% of the cost of preparation of the Design Documents (\$6,500.00);
- (b) Westwood shall pay 50% of the cost of preparation of the Bid Documents (\$1,000.00), and the Unified Government shall pay 50% of the cost of preparation of the Bid Documents (\$1,000.00);
- (c) Westwood shall pay 50% of the cost of the Construction Services and Construction Observation (estimated to be \$2,402.50), and the Unified Government shall pay 50% of the cost of the Construction Services and Construction Observation (estimated to be \$2,402.50);
- (d) The cost of construction of said public Improvements shall be paid as follows:
 - (1) Westwood shall pay 50% of the cost of Base Bid and 50% of the cost of Alternate No. 2, for a total estimated cost of \$32,316.38; and
 - (2) The Unified Government shall pay 50% of the cost of Base Bid, 100% of the cost of Alternate No. 1, and 50% of the cost of Alternate No. 2, for a total estimated cost of \$36,013.88.

4. Administration of the Project. It is acknowledged and understood between the parties that since there are two separate cities included within the proposed Improvements, one of the cities should be designated as being "in charge" of the project to provide for its orderly design and construction. However, both cities shall have the right of review and comment on Project decisions at any time throughout duration of this Agreement, and any subsequent agreements hereto. The public Improvements shall be designed, constructed and the job administered by Westwood, acting by and through the Director of Public Works for Westwood, Kansas, who shall be the principal public official designated to administer the public improvements; provided, that the Director of Public Works shall, among his/her several duties and responsibilities, assume and perform the following:

- (a) Make all contracts for the public Improvements, including the responsibility to solicit construction bids or proposals to the extent required by law. In the solicitation of bids or proposals, the appropriate combination of best bids or proposals shall be determined by Westwood, except that the Unified Government reserves the right to reject the successful bidder or proposer in the event that the bid or proposal price exceeds the engineer's estimate. If all bids or proposals exceed the estimated cost of the construction of the public Improvements, then either party hereto shall have the right to reject the bid or proposal.
- (b) Submit to the Unified Government on or before the 10th day of each month, or as received, estimates of accrued costs of design and constructing the public Improvements for the month immediately preceding the month the statement of costs is received; provided that the Unified Government shall, within thirty (30) days after receipt of a statement of costs as aforesaid, remit its portion of the accrued costs to Westwood as herein agreed.
- (c) Upon completion of the public Improvements, the Westwood Director of Public Works shall submit to the Unified Government a final accounting of all costs incurred in making the public Improvements for the purpose of apportioning the same among the parties as provided herein.
- (d) Westwood and the Unified Government shall be named as additional insureds on all applicable certificates of insurance issued by the contractor for the Project.
- (e) Westwood shall require payment, performance, and required statutory bonds for the

improvements from all contractors and require that all contractors discharge and satisfy any mechanics or materialman's liens that may be filed.

- (f) Westwood shall use reasonable commercial efforts to include in contracts for construction a requirement that the contractor defend, indemnify and save Westwood and the Unified Government harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the act or omissions of the contractor and the performance of its contract.

5. Duration and Termination of Agreement. The parties hereto agree that this Agreement shall be effective until the completion of the aforesaid public Improvements, which shall be deemed completed upon certification to each of the parties hereto by the Westwood Director of Public Works advising that the public Improvements have been accepted by him as constructed; provided, that the parties' respective payment obligations and rights and obligations related to bonds and warranties shall survive expiration of this Agreement.

6. Placing Agreement in Force. This Agreement shall be executed in duplicate. Each party hereto shall receive one (1) duly executed originals of this Agreement for its official records.

7. Amendments. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the parties unless it shall have been agreed to in writing and signed by both parties.

8. Governing Law. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed effective as of the date and year last below written.

CITY OF WESTWOOD, KANSAS

By: _____
David E. Waters
Mayor

ATTEST:

By: _____
Abby Schneweis
Assistant City Clerk

**UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS**

By: _____
Printed Name: _____
Title: _____

ATTEST:

By: _____
Printed Name: _____
Title: _____

EXHIBIT A

The Improvements governed by this agreement entail the following:

1. Removal of the existing 4 lane pavement markings from just west of Mission Road to Rainbow Boulevard on W. 47th Street / W. 47th Avenue.
2. Install new painted pavement markings in a 3 lane configuration to include bicycle lanes both east and west bound, 1 thru lane east and west bound and one turning lane.
3. New traffic control signage.
4. New signal heads and timing functions for the traffic signals at Mission Road Intersection.
5. New midblock pedestrian crossing with ADA Ramps.
6. Pedestrian crossing with new pedestrian refuge island at Belinder Avenue / Fisher Street.
7. New Bus stop locations and pavement markings on eastbound W. 47th Street.
8. New pavement marking configuration north of W. 47th Street / W. 47th Avenue on Mission Road.
9. New pavement markings on W. 47th Street / W. 47th Avenue just west of the Mission Road intersection.

Further Exhibits include:

- A. The Agreement of Consulting Services dated August 6, 2019.
- B. The Project Cost Estimate dated April 9, 2020 for final plans titled "W. 47th Street Pavement Marking and Signal Modification" CFS Project NO. 195207 dated 04-09-2020, Sealed by Andrew Gordon Robertson, P.E.
- C. A scope and fee to provide construction and related construction phase services dated April 21, 2020.

AGREEMENT FOR CONSULTING SERVICES

This agreement ["Agreement"], dated as of August 6, 2019 ["Effective Date"] is by and between the City of Westwood, Kansas, [hereinafter "City"], and Cook, Flatt & Strobel Engineers P.A., [hereinafter referred to as "Consultant"].

RECITALS

WHEREAS, Consultant represents that it is a duly qualified Engineering Firm, experienced in the street design and painting and related services; and

WHEREAS, in the judgment of the City of Westwood, it is necessary and desirable to employ the services of Consultant for complete street paint of 47th Street between Rainbow Boulevard and Mission Road.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1.0 Term of Agreement.

The term of this Agreement shall be from August 1, 2019 to November 1, 2019 unless a different term is specified within the Scope of Services as described on Exhibit A or unless terminated earlier in accordance with the provisions of Article 2 below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the governing body of the City in the establishment of its annual budget.

2.0 Termination.

2.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving 10 days written notice to Consultant.

2.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, City may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

2.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to City all materials and work product subject to Section 10.1 (Ownership of Documents) and shall submit to City an invoice showing the services

performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

- 2.4 Payment Upon Termination. Upon termination of this Agreement by City, the City shall pay Consultant the reasonable value of Services rendered by Consultant prior to termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the Services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the Services rendered by Consultant. In determining the reasonable value of Services, appropriate consideration shall be given to the defective or deficient nature of the Services rendered. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

- 2.5 Authority to Terminate. The City Council has the authority to terminate this Agreement on behalf of the City. In addition, the Public Works Department Director, in consultation with the City Attorney, shall have the authority to terminate this Agreement on behalf of the City.

3.0 Scope of Services.

- 3.1 Consultant's Specified Services. The Scope of Services to be performed by Consultant under this Agreement is as described in Exhibit A to the Agreement, attached and incorporated by reference.

- 3.2 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by City shall not operate as a waiver or release of liability. If City determines that any of Consultant's work is not in accordance with such level of competency and standard of care, City, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with City to review the quality of work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 2; or (d) pursue any and all other remedies at law or in equity.

3.3 Assigned Personnel.

- 3.3.1 Consultant shall only assign competent personnel to perform work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Consultant to

perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from City.

- 3.3.2 With respect to this Agreement, the Consultant does not need to employ any specific key personnel.
- 3.3.3 In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.
- 3.3.4 The Consultant shall designate a Principal on the Project. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties. The Consultant will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.
- 3.3.5 City shall designate John Sullivan (913) 432-1550 as the Project Representative to represent the City in coordinating this project with Contractor/Consultant, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Director, and if applicable, Governing Body, shall be required to approve any increase in Project cost as provided in the Scope of Services included as Exhibit A.

4.0 Time of Performance.

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the Scope of Services.

5.0 Payment.

- 5.1 Payment shall be made by City only for services rendered and upon submission of a payment request upon completion and City approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, City agrees to pay Consultant a fee of which the total shall not exceed \$15,000.00 pursuant to rates stated in Exhibit B to this Agreement, attached and incorporated by reference.
- 5.2 Consultant shall bill City monthly for all work performed. The bill submitted by Consultant shall itemize the work for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval. Consultant agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by state or federal law.
- 5.3 All invoices should be sent to John Sullivan, Director of Public Works, 2545 W. 47th Street, Westwood, KS, 66205.

6.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Consultant or any permitted subcontractors hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent or intentional acts, errors, or omissions of the Consultant or its subcontractors. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

7.0 Insurance.

7.1 The Consultant shall procure and maintain, at its expense, throughout the duration of this Agreement, insurance of such types and in at least such amounts as required herein from an insurance company licensed to do business in the State of Kansas. The following insurance coverages:

(a) Workers' Compensation – Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing for the statutory limits under the Kansas Workers Compensation Act;

(b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and

(c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.

(d) Professional Liability - The Contractor/Consultant shall maintain throughout the duration of this Agreement Professional Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$ 500,000.00), and shall provide the City with certification thereof.

7.2 The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

7.3 Industry Ratings - The City will only accept coverage from an insurance carrier who offers proof that it:

1) Is licensed to do business in the State of Kansas;

2) Carries a Best's policyholder rating of A or better;

AND

3) Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and Consultant.

7.4 All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.

- 7.5 All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Consultant at its own cost and expense.
- 8.0 Conflict of Interest.
Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed.
- 9.0 Nondiscrimination.
Consultant must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Nondiscrimination and Affirmative Action as provided in K.S.A. §44-1030.
- 10.0 Facilities and Equipment.
Consultant shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the Project as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement. The City expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.
- 11.0 Ownership of Documents.
All documents prepared by Consultant in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not.
- 12.0 Independent Contractor.
It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Consultant shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Consultant. The Consultant and the City shall be responsible to their respective employees for all salary and benefits. Neither the Consultant's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Consultant shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its

employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

13.0 Compliance with Laws.

13.1 The Consultant shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

13.2 Pursuant to K.S.A. 16-113, if the Consultant does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court of Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. Consultant shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Consultant for the awarding of the Contract.

14.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. The subcontracting, assignment, delegation or transfer of the Services shall in no way relieve the Contractor/Consultant of its primary responsibility for the quality and performance of such Services.

15.0 Confidentiality.

All reports and documents prepared by Consultant in connection with the performance of this Agreement are confidential until released by City to the public. Consultant shall not make any such documents or information available to any individual or organization not employed by Consultant or City without the written consent of City before any such release.

16.0 Notices.

All notices hereunder shall be given in writing and sent as follows:

To City: John Sullivan, Director of Public Works
2545 W. 47th Street,
Westwood, KS 66205

To Consultant: CFS Corporate Headquarters
2930 SW Woodside Drive
Topeka, KS 66614
(785) 272-4706

17.0 Amendments.

- 17.1 This document represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, and agreements, either written or oral.
- 17.2 Attached as Exhibit C is the General Provisions of Cook, Flatt & Strobel Engineers, P.A. To the extent that there any inconsistent terms between Exhibit C and this document, this document shall be controlling upon all parties.
- 17.3 This document may be amended only by written instrument, signed by both City and Consultant.

18.0 No Third Party Beneficiaries.

City and Consultant specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

19.0 Titles.

The titles in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

20.0 Negotiations.

City and Consultant agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Consultant shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

21.0 Costs and Attorneys Fees.

If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

22.0 Severability.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.


23.0 Authority to Enter into Agreement.

Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

24.0 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Kansas and, in the event of litigation, the sole and exclusive venue shall be within the District Court of Johnson County, Kansas.

CITY OF WESTWOOD, KANSAS


John Ye, Mayor

COOK, FLATT & STROBEL ENGINEERS


Its Authorized Agent

ATTEST:


Fred Sherman, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

EXHIBIT A**FURTHER DESCRIPTIONS OF BASIC ENGINEERING SERVICES AND RELATED MATTERS**

This is an exhibit attached to and made part of the General Provisions attached to Letter Agreement dated July 9, 2019, between the City of Westwood (**OWNER**) and Cook, Flatt & Strobel, Engineers, P.A. (**ENGINEER**) providing for professional engineering services. The basic services of **ENGINEER** as described in Section 1 of the said General Provisions are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in said General Provisions are stipulated as indicated below.

ENGINEER shall perform and limit his work to the following:

- 47th Street from Mission Road to Rainbow Boulevard
 - Prepare construction plans
 - Plans will include pavement markings, signage, signal modifications including a wiring diagram and preliminary signal timing plan, delineators for the midblock crossing, and ADA sidewalk design for the midblock crossing.
 - Attend field check with the City
 - Address City comments
 - Prepare specifications
 - Prepare cost estimate
 - Bidding services

PROJECT APPROACH AND SCHEDULE

Following the notice to proceed, our staff will deliver construction plans August 23rd for the City to review. We will attend a field check meeting with a tentative date of August 28th. Following field check, we will address City comments and perform one final office check. Final plans and the engineer's cost estimate are due September 6th. Following completion of final plans, we will assist the City with bidding services, as required.

GENERAL PROVISIONS

Attached to and made a part of **LETTER AGREEMENT** dated July 9, 2019, between City of Westwood (**OWNER**) and Cook, Flatt & Strobel Engineers P.A. (**ENGINEER**) in respect of the Project described therein.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 **ENGINEER** shall perform professional services as stated in Appendix A which include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.1.2 **Site Access and Control.** **OWNER** grants to **ENGINEER** the right of entry to the Project Site by **ENGINEER**, its employees, agents, and subcontractors, to perform the Services. If **OWNER** does not own the Project Site, **OWNER** warrants to **ENGINEER** that **OWNER** has the authority and permission of the City of Roeland Park, Kansas and the Unified Government of Kansas City, Kansas and Wyandotte to grant such right of entry to **ENGINEER**. If as a requirement of performing the Services, **ENGINEER** damages or alters a Project Site owned by a third party, **OWNER** agrees to pay the cost of restoring the Project Site to the condition of the Project Site prior to the performance of the Services, unless such damage or alteration is caused by the sole negligent acts, negligent omissions, or willful misconduct of **ENGINEER**, its employees, agents, or contractors. **OWNER** acknowledges that it is now and shall remain in control of the Project Site at all times. **ENGINEER** shall have no responsibility or liability for any aspect or condition of the Project Site, now existing, or hereinafter arising or discovered unless caused by the sole negligent acts, negligent omissions, or willful misconduct of **ENGINEER**, its agents, employees or contractors. Except as set forth herein, **ENGINEER** does not, by its entry into the Project Site, or the performance of the Services, assume any responsibilities or liability with respect to the Project Site. **ENGINEER** shall timely notify **OWNER** and each appropriate federal, state, and local government agency of the existence of any condition at the Project which may present a potential danger to public health, safety, or the environment and of which it is actually aware if **ENGINEER** is required to so report any such condition under any applicable federal, state or local law, rule, regulation or interpretation. If at any time during the performance of the Services, **ENGINEER** reasonably believes the safety of its employees, agents, subcontractors, or any other person is in jeopardy, **ENGINEER** reserves the right to immediately suspend the performance of the Services until such condition is remedied, or if such condition cannot be remediated to the reasonable satisfaction of **ENGINEER**, **ENGINEER** may terminate this Agreement.

1.1.3 **Permit Assistance.** **ENGINEER** agrees to assist **OWNER** in obtaining all necessary governmental permits, licenses, approvals, and documents required for the performance of the Services. **ENGINEER**'s obligations to perform the Services are specifically subject to the issuance of all permits, licenses, approvals, or other documents required to enable **ENGINEER** to perform the Services.

1.1.4 **Standard Practice.** The Services will be performed on behalf of and solely for the exclusive use of **OWNER**, the City of Roeland Park, Kansas, and Kansas and the Unified Government of Kansas City, Kansas and Wyandotte and for no others. The Services performed by **ENGINEER** shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering and environmental consulting professions in the same locale acting under similar circumstances and conditions. EXCEPT AS SET FORTH HEREIN, **ENGINEER** MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY,

EXPRESSED OR IMPLIED, IN FACT OR BY LAW, CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY **ENGINEER** TO **OWNER**.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 **OWNER**, without invalidating this Agreement, may request changes within the general scope of the Services required by this Agreement by altering or adding to the Services to be performed, and any such changes in the Services shall be performed subject to this Agreement. Upon receiving **OWNER**'s request, **ENGINEER** shall return to **OWNER** a change proposal setting forth an adjustment to the Services and Project Cost estimated by **ENGINEER** to represent the value of the requested changes. Following **OWNER**'s review of **ENGINEER**'s change proposal, **OWNER** shall execute a written change order or contract amendment directing **ENGINEER** to perform the changes in the Services.

SECTION 3 - OWNER'S RESPONSIBILITIES

3.1 **OWNER** shall provide all criteria and full information as to **OWNER**'s requirements for the Project; designate a person to act with authority on **OWNER**'s behalf in respect of all aspects of the project; examine and respond promptly to **ENGINEER**'s submissions; and give prompt written notice to **ENGINEER** whenever he observes or otherwise becomes aware of any defect in the work.

3.2 **ENGINEER** shall indicate to **OWNER** the information reasonably needed for rendering the Services described in each purchase order, proposal or scope of work. **ENGINEER** shall review existing information provided by others and shall give **OWNER** its opinion as to the risks associated with reliance on such information. **OWNER** will immediately transmit to **ENGINEER** any new information concerning the Project that becomes available to it, either directly or indirectly, during the performance of this agreement. **OWNER** agrees to render reasonable assistance as requested by **ENGINEER** so the performance of the Services under this Agreement may proceed without delay or interference. **ENGINEER** will not be liable for any advice, judgment or decision based on inaccurate or incomplete information furnished by **OWNER**. To the extent that **ENGINEER** is required to rely solely upon existing information provided by **OWNER**, **OWNER** agrees to waive any claim against **ENGINEER** and to indemnify and hold harmless **ENGINEER** from and against any and all claims, damages, losses, liability, and expenses, including attorneys fees, which may arise from errors, omissions, or inaccuracies in existing information provided to **ENGINEER** by **OWNER**, unless caused by or arising out of the sole negligent acts or omissions, or willful misconduct of **ENGINEER** or its employees, agents, or contractors.

3.4 **Subcontract and Assignment Authorization.** Subject to approval by John Sullivan, Director of Public Works, **ENGINEER** may subcontract Project Services to be provided under this Agreement to qualified providers of services selected by

ENGINEER. The fees and costs of such subcontractor(s) shall be included in ENGINEER's fee as specified in this Agreement, unless OWNER agrees that subcontractor services are to be directly billed to OWNER. ENGINEER shall have the right to assign and delegate any portion or all of its rights and obligations under this Agreement to qualified providers of services selected by ENGINEER, provided that such providers of services are related to ENGINEER as parent, subsidiary or otherwise affiliated entities. Such assignment and delegation shall be on the same terms and conditions as set forth in this Agreement, except that assignees share of the fee for services and the scope of work shall be set forth in a schedule that incorporates by reference the terms and conditions of this Agreement, unless otherwise modified. Such schedule shall include an express assignment and delegation by ENGINEER, and acceptance of such assignment and delegation by the assignee. OWNER hereby prospectively consents to and ratifies such assignment and delegation, which shall be effected at the discretion of ENGINEER.

SECTION 4 – TERMS AND CONDITIONS

4.3 Certifications, Guarantees and Warranties

ENGINEER will, as a matter of professional practice, affix a professional seal to the final copy of all completed plans, surveys or reports. Should the OWNER's project needs require ENGINEER to sign specific certifications or other documents, either for the OWNER or for second parties (such as lenders or potential buyers), the OWNER shall provide ENGINEER with copies of all such documents, containing the language to be signed, prior to entering into this contract. ENGINEER will review the certifications or documents submitted by the OWNER to determine whether complete and sufficient information is being collected or generated as part of the proposed scope of work to allow ENGINEER, as licensed

professionals, to sign documents and, if not ENGINEER may propose a modified scope of work and cost. The OWNER agrees not to make resolution of any dispute with ENGINEER or payment of any amount due to ENGINEER in any way contingent upon ENGINEER's signing any such certification.

4.5 Reuse of Documents.

All documents including Drawings and Specifications, prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. Upon full payment of ENGINEER's compensation for this project, a license to use the instruments of service shall be transferred to the OWNER. ENGINEER shall retain ownership and copyright of the instruments of service and the right to reuse the information contained in them in the normal course of ENGINEER's practice. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting there from. The OWNER further agrees to compensate ENGINEER for any time spent or expenses incurred by ENGINEER in defense of any such claim, in accordance with ENGINEER's prevailing fee schedule and expense reimbursement policy.

4.6 Transfer of Electronic Data

When honoring a request to transfer, in electronic format, any documents to the OWNER, or others designated by the OWNER, ENGINEER makes no representations as to compatibility, usability, or readability of electronic files resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER in creating the files. Electronic drawing files typically contain sufficient data to generate a graphical representation useful for plotting hard copies, but typically do not contain all data necessary for automation of field construction staking activities (this additional data is only developed by ENGINEER if retained for construction staking). Data stored in electronic format is subject to random errors during file transfers and addition, deletions and amendments by agents outside the control of ENGINEER. For these and other reasons, information contained in the electronic files should be treated as a secondary information source to archival hard copies. Information contained in the signed and sealed documents should be deemed to be superior to electronic information. Any inconsistencies the OWNER discovers, between the electronic information and hard copy documents should immediately be reported to ENGINEER so that the source of the inconsistency may be investigated. See Reuse of Instruments of Service for additional terms and conditions related to electronic data and other instruments of service.

4.7 Opinions of Cost.

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him.

4.11 Limitation of Liability

4.11.1 In recognition of the relative risks and benefits of the project to both the OWNER and ENGINEER, the risks have been allocated such that the OWNER agrees, to the fullest extent by law, to limit the liability of ENGINEER to the OWNER for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fee and costs and expert-witness fees and costs, so that the total aggregate liability of ENGINEER to the OWNER shall not exceed ENGINEER's total fee for services rendered on this project, of the limitation of any applicable policy of insurance whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

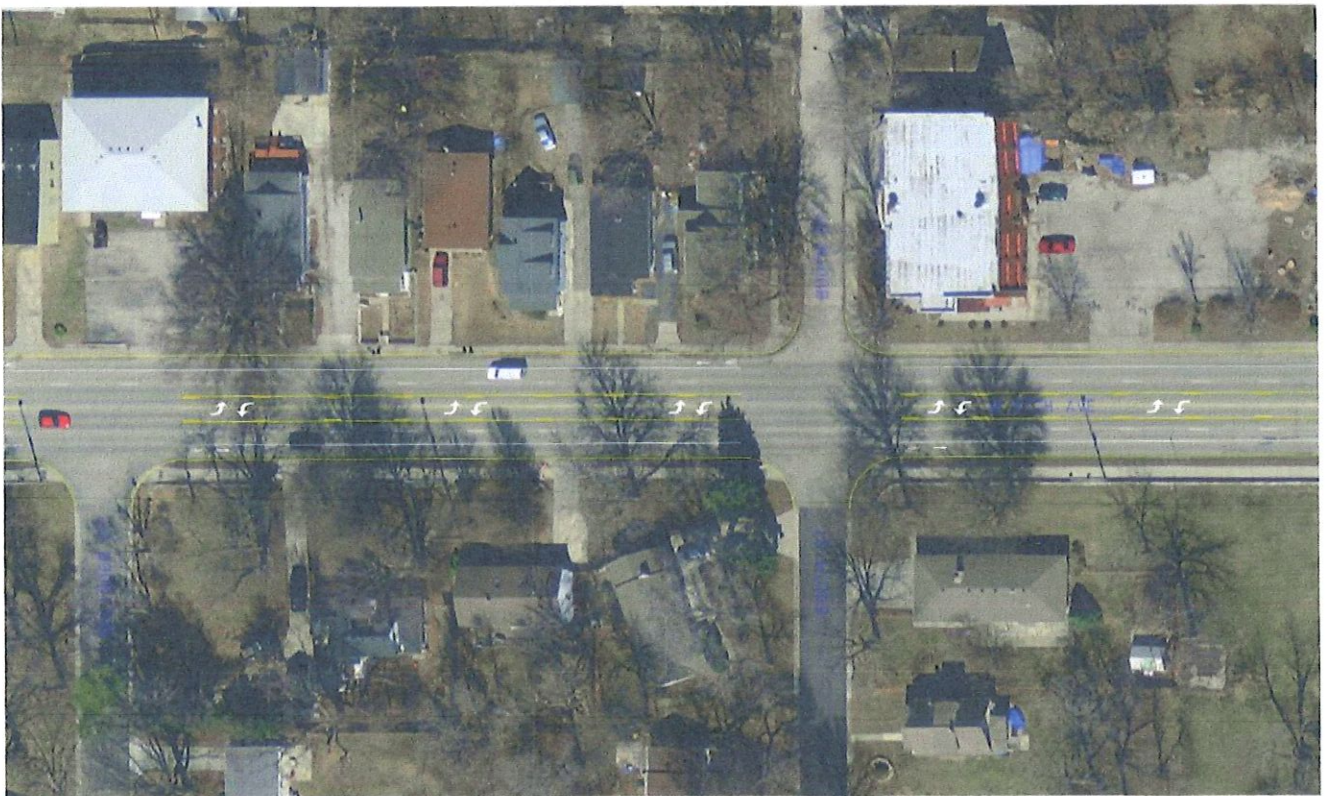
4.11.6 Force Majeure. ENGINEER shall not be liable to OWNER for any loss, liability, cost, damage or expense arising out of the delay or failure to render Services under this Agreement where such delay or failure arises by reason of legislative, administrative or government prohibition, fire, weather conditions, hostilities, civil disturbances, labor or industrial disputes, acts of God or any other event beyond the reasonable control of ENGINEER, in which event either party may terminate that portion of the Services under this Agreement not yet completed, and ENGINEER shall have no further liability to OWNER therefore. A change authorization extending the time to perform and stating an appropriate fee adjustment may be elected by mutual agreement of the parties hereto as an alternative to termination.

4.11.7 Captions. The captions and headings in this Agreement are for purposes of reference only, and shall in no way limit or otherwise affect any of the terms or provisions hereof.

EXHIBIT B

CONCEPT LAYOUT OF PROPOSED PAVEMENT MARKING CONFIGURATION









1421 E. 104th Street, Suite 100
 Kansas City, MO 64131
 Tel (816) 333-4477

Project Cost Estimate

Project: **47th Street, 2019 Pavement Marking & Signage, Canterbury to Rainbow Boulevard**

Date: 04/09/20

Estimated by: AGR

Length

3,200

Per/Ft Cost

\$20.00

Bid Item	Description	Quantity	Units	Unit Price	Subtotal
Roadway					
1	Mobilization	1	L.S.	\$2,000.00	\$2,000.00
2	Traffic Control	1	L.S.	\$2,000.00	\$2,000.00
3	Pavement Marking Removal	4,670	L.F.	\$1.00	\$4,670.00
4	4" Yellow Pavement Marking	5,417	L.F.	\$0.50	\$2,708.50
5	4" White Pavement Marking	1,095	L.F.	\$0.50	\$547.50
6	6" White Pavement Marking	4,563	L.F.	\$1.00	\$4,563.00
7	12" Yellow Pavement Marking	29	L.F.	\$10.00	\$290.00
8	12" Green Pavement Marking	306	L.F.	\$10.00	\$3,060.00
9	24" White Stop Line Pavement Marking	88	L.F.	\$20.00	\$1,760.00
10	24" White Crossing Pavement Marking	120	L.F.	\$20.00	\$2,400.00
11	Left Arrow	31	Each	\$255.00	\$7,905.00
12	Bike Symbol with Arrow	14	Each	\$275.00	\$3,850.00
13	Yield Line for Bike (Triangles)	10	Each	\$13.00	\$130.00
14	Permanent Signing	111	S.F.	\$25.00	\$2,770.83
15	Relocated Signing	16	S.F.	\$25.00	\$400.00
16	2" Perforated Square Steel Post	216	L.F.	\$15.00	\$3,243.75
17	Breakaway Assembly	4	Each	\$100.00	\$400.00
18	Vertical Delineators	17	Each	\$15.00	\$255.00
19	Concrete Bus Stop Pads (4")	17.0	S.Y.	\$30.00	\$510.00
20	Mast Arm Mounted Type A Signal Head	1	Each	\$1,440.00	\$1,440.00
21	Mast Arm Mounted Type N Signal Head	2	Each	\$1,440.00	\$2,880.00
22	Signal Head Modifications (Type J to Type A)	2	Each	\$550.00	\$1,100.00
23	Signal Wiring	350	L.F.	\$15.00	\$5,250.00
Subtotal					\$54,133.58
24	Contingency (5%)				\$2,706.68
Total Estimated Cost					\$56,840.26
Add-Alternate #1 (Southbound Approach on Mission Road)					
25	Pavement Marking Removal	730	L.F.	\$1.00	\$730.00
26	4" Yellow Pavement Marking	834	L.F.	\$0.50	\$417.00
27	4" White Pavement Marking	521	L.F.	\$0.50	\$260.50
28	12" Yellow Pavement Marking	20	L.F.	\$10.00	\$200.00
29	12" White Pavement Marking	98	L.F.	\$10.00	\$980.00
30	24" White Stop Line Pavement Marking	30	L.F.	\$20.00	\$600.00
31	Left Arrow	2	Each	\$255.00	\$510.00
Subtotal					\$3,697.50
Add-Alternate #2 (Midblock Crossing)					
32	24" White Crossing Pavement Marking	120	L.F.	\$20.00	\$2,400.00
33	Yield Line for Bike (Triangles)	10	Each	\$13.00	\$130.00
34	Permanent Signing	22	S.F.	\$25.00	\$550.00
35	2" Perforated Square Steel Post	30	L.F.	\$15.00	\$450.00
36	Concrete ADA Ramps (6")	34.1	S.Y.	\$125.00	\$4,262.50
Subtotal					\$7,792.50

9229 Ward Parkway
Ste 110
Kansas City, Missouri 64114
(816) 333-4477 Office
(816) 333-6688 Fax

cfse.com

Other Offices:
Kansas City, Kansas
Lawrence, Kansas
Topeka, Kansas
Wichita, Kansas
Branson, Missouri
Springfield, Missouri
Jefferson City, Missouri

April 21, 2020

John Sullivan
Director of Public Works
City of Westwood, Kansas
2545 W. 47th Street
Westwood, KS 66205

Re: Construction Phase Services
47th Street From Canterbury to Rainbow Blvd

Dear Mr. Sullivan,

Attached please find our scope and fee to provide construction and related construction phase services for the above referenced project.

Item	Description	Class	Rate	Hours	Amount
1.	Attend Preconstruction Conference	Engr	\$135.00	2.0 HRS	\$270.00
2.	Review Contractor Submittals - Schedule, Pavement Marking, Signing, Mix Designs, & ADA Items	Engr	\$135.00	6.0 HRS	\$810.00
3.	Daily Field Observation - Daily Site visit to check traffic control measures, review progress, respond to Contractor questions, & track installed quantities (Assumes 10 visits, 2 hrs each)	Insp	\$95.00	20.0 HRS	\$1,900.00
4.	Review Contractor Pay Requests (Assume 2 total requests)	Insp	\$95.00	3.0 HRS	\$285.00
5.	Final Inspection and Punch List	Engr	\$135.00	2.0 HRS	\$270.00
		Insp	\$95.00	2.0 HRS	\$190.00
6.	Design Construction Phase - Respond to questions, site visit to resolve construction issues, etc.	Engr	\$135.00	8.0 HRS	\$1,080.00
		Total Estimated Fee			\$4,805.00

Kenneth, M. Blair, P.E.
Chairman

Robert S. Chambers, P.E.
President-Treasurer

Sabin A. Yañez, P.E.
Senior Vice President-Secretary

Kevin K. Holland, P.E.
Vice President

Daniel W. Holloway, P.E.
Vice President

Charles C. LePage, P.E.
Vice President

Lance W. Scott, P.E.
Vice President

Compensation:

We will complete items as directed and will invoice monthly for the actual hours worked.

If you have any questions or require additional information please let me know. If you are in agreement with the terms of this proposal, please sign in the space provided below.

Cook, Flatt & Strobel Engineers, P.A.



Andrew Robertson, PE
Project Manager
417-844-8350

Accepted by: _____ Date: _____

COUNCIL ACTION FORM

Meeting Date: May 14, 2020

Staff Contact: John Sullivan, Public Works Director

Agenda Item: Authorize the Mayor to sign the BMP Cost-Share Agreement 2020

Background / Description of Item:

The Johnson County Public Works Department administers a stormwater best management practices (BMP) cost-share program with cities in the county to provide residents a chance to apply for financial reimbursement incentives for installing a variety of different stormwater improvements.

The program will reimburse applicants up to 50% of eligible expenses, not to exceed a project reimbursement cap for the proper installation of the following best management practices.

Project Type Reimbursement Cap:

- Rain Barrel \$75.00 per barrel, up to two
- Native tree planting \$150.00 per tree, up to two
- Pollinator/Native plan garden \$1,000.00
- Rain Garden (must have pre-approval) \$1,000.00

Johnson County is providing \$5,000.00 to the City of Westwood for this program, which will run from May 1, 2020 to January 31, 2021.

Staff Recommendation:

City Council authorize the Mayor to sign the agreement with Johnson County Public Works Department for the Stormwater BMP Cost-Share Program.

Agreement

For Stormwater BMP Cost-Share Program

THIS AGREEMENT is entered into by and between the Board of County Commissioners of Johnson County Kansas by Public Works Department (hereinafter “the County”) and the city of Westwood, Kansas, (hereinafter “the City”) (hereinafter collectively “the Parties”) as of the ____ day of _____, 2020.

Recitals

A. The City and the County cooperate, in general, and have entered into numerous beneficial arrangements in the past for the control of stormwater runoff to reduce the amount of pollutants in local streams, prevent stream bank erosion, and reduce flooding caused by stormwater.

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

C. The City has developed BMP cost-share program (“Program”) which allows its residents to seek and receive reimbursement for a portion of costs related to the installation of certain BMPs.

D. The County, with the concurrence of the Stormwater Management Advisory Council, hereby agrees to provide \$5,000 to the City for its Program upon the following terms and conditions:

Agreement

1. **Purpose of Agreement.** The Parties enter into this Agreement for the purpose of providing City residents the opportunity to receive partial reimbursement for implementing certain stormwater best management practices. The Parties acknowledge that residents shall be allowed to apply for funding in accordance with the Program requirements set forth in the attached Exhibit A.
2. **County Contribution.** The County agrees to contribute up to \$5,000 towards the Program. Not more than once each calendar quarter, the City shall submit to the County a statement satisfactory in form and content to the Manager of the Stormwater Management Program detailing the expenditure of funds during the preceding calendar quarter.
3. **Administration of Program.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Program in its own name and not as an agent of the County. The City agrees to be solely responsible for the administration of all other contracts for the Program. Any contract disputes shall be resolved by the City at the City’s sole cost and expense.
4. **Reporting Requirements.** The City agrees to provide a final report to the County summarizing the projects completed under the Program.

5. **Duration and Expiration of Agreement.** This Agreement shall be effective as of May 1, 2020, and shall expire on January 31, 2021. The Parties acknowledge and agree that any prior agreements on the same subject matter have expired and neither party has any unfilled obligations under that agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by each of the Parties hereto.

City of Westwood, Kansas

Johnson County Public Works Department

David E. Waters
Mayor

Brian Pietig
Director of Public Works

Approved as to form:

Approved as to form:

Ryan B. Denk
City Attorney

Robert A. Ford
Asst. County Counselor

Attest:

Fredrick L. Sherman,
City Clerk

EXHIBIT A

Contain the Rain in Johnson County 2020 Stormwater Best Management Practices Program Requirements

The City encourages individual homeowners and businesses to incorporate Stormwater Best Management Practices (BMP) on their property to aid in the improvement of local and regional water quality. At the same time, the city encourages planting native plants and trees to support the natural ecosystem and provide food for pollinators like bees and butterflies. The program will reimburse applicants up to 50% of eligible expenses, not to exceed a project reimbursement cap for the proper installation of the following best management practices:

Project Type	Project Reimbursement Cap
Rain Barrel	\$75 per barrel, up to two
Native tree planting	\$150 per tree, up to two
Pollinator/Native plant garden (Minimum purchase of pollinator/native plants must be \$50, which is \$25 reimbursement)	\$1000
Rain Garden (must have pre-approval)	\$1000

Program Applicant Conditions

1. All native plants and trees planted must be included on the list of approved natives.
2. Trees must not be planted where it will interfere with traffic sight lines or in the right-of-way.
3. Know the space where you are planting a tree. Homeowner is responsible for verifying the species of tree will work in the space. Visit <https://www.arborday.org/trees/righttreeandplace/> for more information.
4. The City is not liable for personal injury or property damage resulting from work related to the project.
5. The funded project must be maintained for a minimum of three years. All maintenance costs are the sole responsibility of the applicant and/or property owner. The City is not responsible for trees or plants that do not survive.
6. The applicant is responsible for obtaining all applicable permits, **including notifying Kansas One-Call before digging**. The Dig Safe phone number is 811.
7. To be reimbursed:
 - a. The City will reimburse after all costs have been incurred, final receipts are submitted, and final approval is obtained. Project and costs must be complete in the funding year.
 - b. All reimbursements are on a first come, first serve basis until funding runs out.
 - c. Applicant is responsible for all project costs.
 - d. All projects and/or installations must be completed with all final documentation submitted by November 30, 2020.
8. For Rain Gardens Only:
 - a. Pre-approval is required before any work can begin.
 - b. The City requires access to the property for evaluation of the application prior to the start of the project, during installation, and after the project is complete for final inspection.
 - c. Projects pre-approved for funding carry no implied warranty or guarantee of reimbursement by the City.
 - d. Implementation of the approved project is the sole responsibility of the applicant.

Instructions to Apply for Reimbursement for Rain Gardens

1. Complete pre-approval application. Applicant will need to provide:
 - a. Completed online or paper application
 - b. Description of the work to be completed
 - c. Photos of project location on the property
 - d. Cost summary and/or contractor's estimate for project
 - e. Contractor's Certificate of Insurance listing the City name as additional insured
 - f. Anticipated project schedule and completion date
2. Submit form and supporting documents/photos online or mail to contact below.
3. A site visit will be scheduled by Bridging The Gap. This inspection must be complete before any work on the rain garden can begin.
4. After inspection, the pre-approval decision will be determined.
5. Contact Bridging The Gap for final inspection of rain garden once the work is complete.
6. Submit final receipts and photos, if applicable, to Bridging The Gap for final approval.
7. Approval decision will be received within five business days of completed final application.
8. Payment of approved projects will be complete in approximately 6-8 weeks.

Instructions to Apply for Reimbursement for Pollinator/Native plants, Native trees, or Rain Barrels

1. Complete the online reimbursement form.
2. Submit supporting documentation (all receipts/invoices, before and after photos of project)
3. Approval decision will be received within five business days of completed applications.
4. Reimbursement will be complete in approximately 6-8 weeks.

All reimbursements are made on a first come, first served basis until funding runs out. Pre-approval of your project does not guarantee reimbursement.

Contact Information:

Jerri Miller
Bridging The Gap
1427 W 9th Street, Ste 201
Kansas City, MO 64101
jerri.miller@bridgingthegap.org
816.561.1085

COUNCIL INFORMATION FORM

Meeting Date: May 14, 2020

Staff Contact: John Sullivan, Public Works Director

Agenda Item: Information related to the Annual Fireworks Display

Background / Description of Item:

Annually a fireworks display is held jointly with the City of Fairway and the City of Roeland Park with contributions from Westwood Hills and Mission Woods. Staff conducted a Zoom Meeting organized by the City of Fairway to discuss the event. All three cities were represented by staff.

With the existence of the current COVID 19 Pandemic and the reopening schedule pushing the July 3rd display date, it was decided that it would be too great of a risk to the Public Health as well as the health of the first responders to hold the large gathering that is associated with the display. The timing of the contract also is a factor due largely to the uncertainty of the phased opening. It is assumed we will be able to open various venues as dictated by the phasing plan but if an uptick in the amount of COVID 19 cases becomes apparent then the phasing plan may need to be modified or extended. The Mayor of Fairway has expressly requested the display not be held this year and I have consulted with Mayor Waters and he is also supporting we err on the side of caution and not be obligated to a contract that we may very well have to cancel and still pay for.

Staff Recommendation:

Staff recommends that the City Council support the staff recommendation that we not participate in the Fireworks Display this year.

**PROCLAMATION OF PEACE OFFICERS' MEMORIAL DAY AND POLICE WEEK
IN WESTWOOD, KANSAS**

WHEREAS, the Congress and President of the United State have designated May 15th as Peace Officers' Memorial Day, and the week of May 10 through May 16, 2020, as Police Week; and

WHEREAS, the members of the City of Westwood Police Department play an essential role safeguarding the rights and freedom of the citizens of Westwood, Westwood Hills, Mission Woods and all those who travel through or visit; and

WHEREAS, it is important that all citizens recognize the important role, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve and protect all people they come in contact with; and

WHEREAS, the Police Department of the City of Westwood has grown to be a modern, collaborative, and compassionate law enforcement organization that unceasingly provides a vital public service;

NOW, THEREFORE, I, David E. Waters, Mayor of the City of Westwood, Kansas, call upon all citizens of Westwood to observe the week of May 10 through May 16, 2020, as Police Week, in recognition of the dedicated service police officers everywhere provide; and

NOW, THEREFORE, FURTHER, I call upon all citizens of the City of Westwood to observe Friday, May 15, 2020 as Peace Officers' Memorial Day in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of their duties.

**PROCLAIMED BY THE MAYOR OF WESTWOOD, KANSAS
THIS 14TH DAY OF MAY, 2020.**

David E. Waters, Mayor

ATTEST:

Leslie Herring, City Clerk

**PROCLAMATION OF NATIONAL PUBLIC WORKS WEEK
IN WESTWOOD, KANSAS**

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Westwood, Kansas; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Westwood, Kansas to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2020 marks the 60th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

NOW, THEREFORE, I, Mayor David E. Waters, do hereby designate the week May 17 – 23, 2020 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

**PROCLAIMED BY THE MAYOR OF WESTWOOD, KANSAS
THIS 14TH DAY OF MAY, 2020.**

David E. Waters, Mayor

ATTEST:

Leslie Herring, City Clerk

**PROCLAMATION OF BIKE MONTH
IN WESTWOOD, KANSAS**

WHEREAS, the National Safe Routes to School Partnership, the Mid-America Regional Council, BikeWalkKC, and dozens of partners across region are working together to promote Bike to School Day in Greater Kansas City; and

WHEREAS, the League of American Bicyclists has established May as National Bicycle Month and BikeWalkKC establishes May as Bicycle Safety Month in the Kansas City Region; and

WHEREAS, the City of Westwood, Kansas, recognizing the use of bicycles as a viable mode of transportation, endeavors to promote safe and responsible bicycling and supports the development of bicycle facilities within the City as part of maintaining a livable community for all ages; and

WHEREAS, the City of Westwood, Kansas encourages the increased use of the bicycle, benefiting all citizens within the community by improving air quality, reducing congestion and wear and tear on streets, improving traffic safety, decreasing the use of and dependence upon finite energy sources; and

WHEREAS, a lack of physical activity plays a leading role in rising rates of obesity, diabetes, other health problems among children, and being able to walk or bicycle to school offers an opportunity to build activity into daily routine; and

WHEREAS, the Governing Body encourages all citizens to ride their bicycles to work, to the store, to the park, to school, around their neighborhoods, and with friends and family to promote the personal and societal benefits achieved from bicycling;

NOW, THEREFORE, I David E. Waters, with support of the Westwood City Council hereby declare the month of May 2020, as "Bike Month" in the City of Westwood, Kansas.

**PROCLAIMED BY THE MAYOR OF WESTWOOD, KANSAS
THIS 14TH DAY OF MAY, 2020.**

David E. Waters, Mayor

ATTEST:

Leslie Herring, City Clerk