



CITY OF WESTWOOD, KANSAS  
4700 RAINBOW BLVD.  
WESTWOOD, KANSAS 66205

August 11, 2022

City Council Regular Meeting: 7:00 PM

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Welcome to your Westwood City Council meeting. In an effort to mitigate the spread of COVID-19, this meeting may be attended remotely via Zoom:

**Access Online:**

<https://us02web.zoom.us/j/89908289796>

**Access by Phone:**

(312) 626-6799

Webinar ID: 899 0828 9796

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**REGULAR MEETING AGENDA**

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

**I. CALL TO ORDER**

**II. APPROVAL OF THE AGENDA**

**III. PUBLIC COMMENT**

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

**IV. PRESENTATIONS AND PROCLAMATIONS**

- A. Westwood Foundation Scholarship Award – Ryan Ward
- B. [Kansas City Communities for All Ages \(Cathy Boyer-Shesol, Mid-America Regional Council\)](#)
- C. [Westwood Communities for All Ages Survey Findings \(Councilmember Jeff Harris\)](#)

**V. CONSENT AGENDA**

All items listed below are considered to be routine by the Governing Body and will be enacted in one motion (roll call vote). There will be no separate discussion of these items unless a member of the Governing Body so requests, in which event the item will be removed from the consent agenda and considered separately following approval of the consent agenda.

- A. [Consider July 14, 2022 City Council Meeting Minutes](#)
- B. [Consider Appropriations Ordinance No. 741](#)

**VI. MAYOR'S REPORT**

**VII. CITY COUNCILMEMBER REPORTS**

**VIII. STAFF REPORTS**

- A. [Administrative Report \(City Clerk and Chief Administrative Officer Leslie Herring\)](#)
- B. [Public Works Report \(Public Works Director John Sullivan\)](#)
- C. [Police/Court Report \(Police Chief Curt Mansell\)](#)

- D. [City Treasurer Report \(City Treasurer Michelle Ryan\)](#)
- E. City Attorney Report (City Attorney Ryan Denk)

**IX. OLD BUSINESS**

**X. NEW BUSINESS**

- A. [Consider Ordinance No. 1030 Relating to Prohibited Parking or Stopping and Speed Limits within School Zones](#)
- B. [Consider Approving Change Order for JM Fahey for 2021 Streets Project](#)
- C. [Consider Passing Authority to Award Contract Commitment of City Funds for 47<sup>th</sup> Complete Street Project](#)

**XI. ANNOUNCEMENTS/GOVERNING BODY COMMENTS**

**XII. EXECUTIVE SESSION**

- A. Personnel Matters of Non-elected Personnel to Discuss Contract Terms for the Appointment of the Position of City Administrator

**XIII. ADJOURNMENT**

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**UPCOMING MEETINGS**

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

Westwood Buzz Email: <https://bit.ly/3wA4DWx>  
Facebook: [City of Westwood Kansas-Government](#)  
[Westwood, KS Police Department](#)



**Westwood, Kansas**  
**City Council Meeting**  
Thursday, August 11, 2022

# Ready or not...

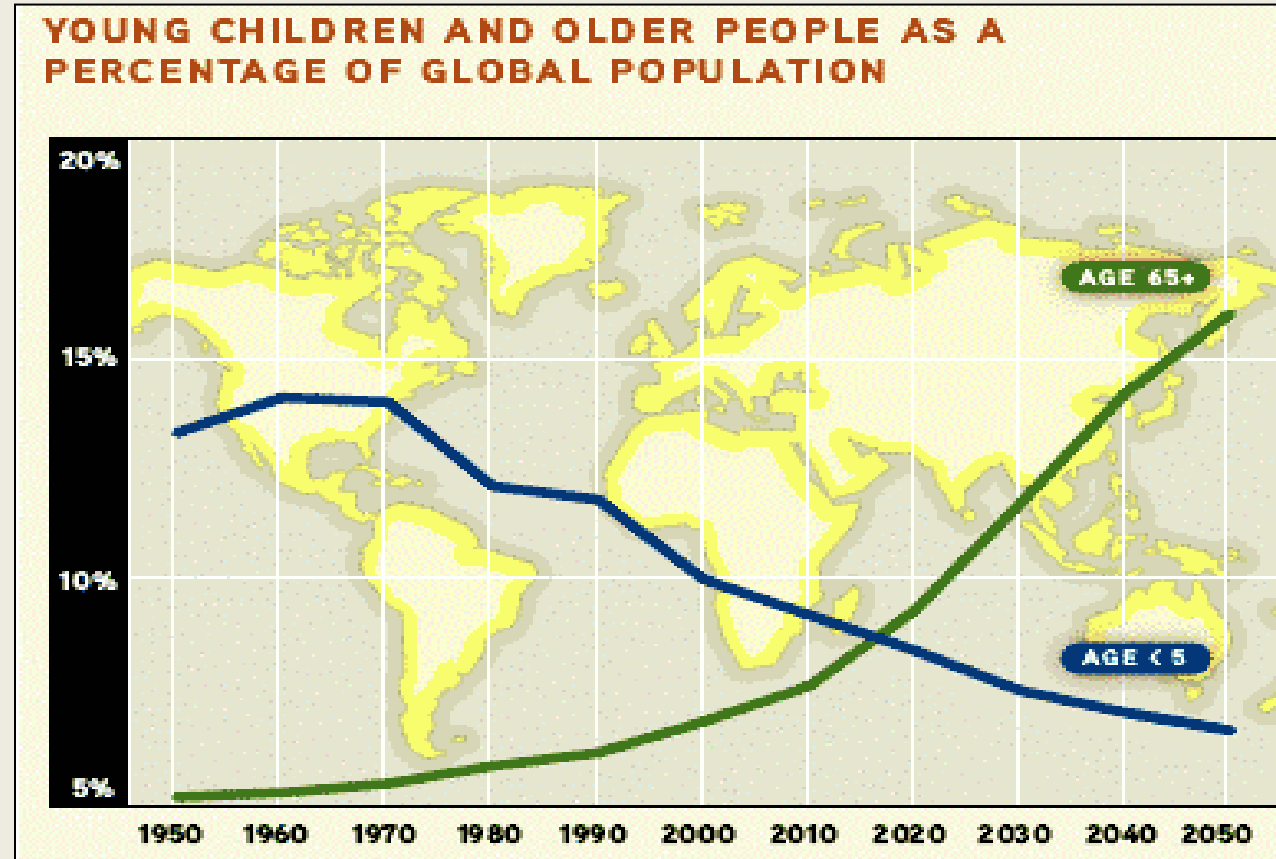
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- In 2011, the first baby boomers began turning 65.
- Approximately **10,000 boomers** turn **65** every day.
- This will continue until **2030**.





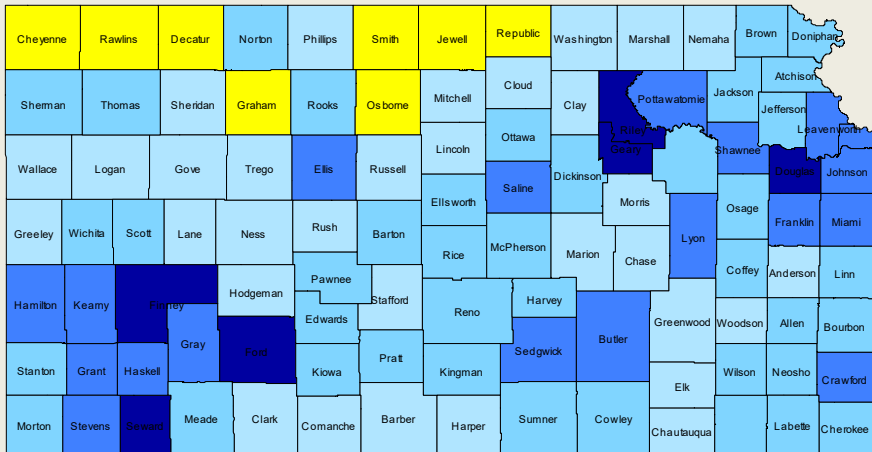
# More old than young



Soon, the percentage (and number) of persons age 65+ in the world will be greater than those age 5 and younger!

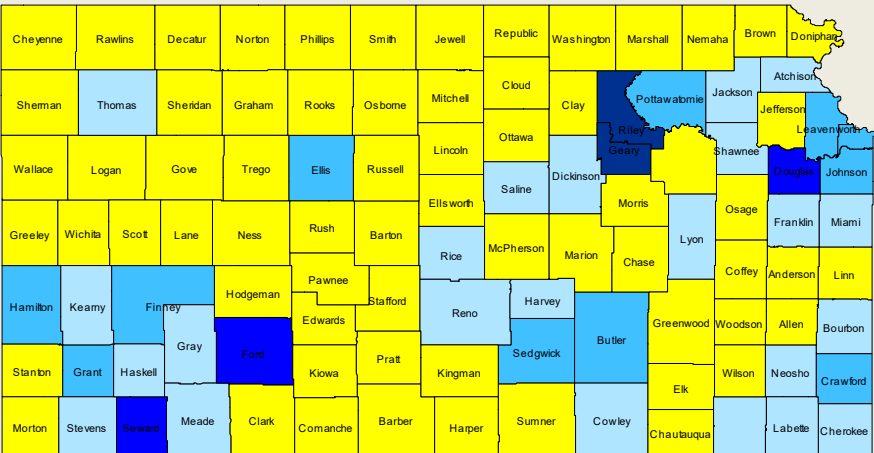
# Kansas' Senior Population

2010



2030

## Percent of Population 65+



# KC Metro Data

Population Age 55+					
County	2000	2010	2020	2030	% Change 2010-2030
Johnson	45,365	56,097	94,121	137,117	144.4%
Leavenworth	6,766	8,118	11,848	13,253	63.2%
Miami	3,378	4,071	6,037	8,236	102.3%
Wyandotte	18,520	16,024	20,837	24,277	51.5%
Cass	9,636	14,806	21,896	31,049	109.7%
Clay	19,848	24,985	35,656	48,778	95.2%
Jackson	81,981	81,570	101,079	127,923	56.8%
Platte	6,505	9,750	15,055	21,060	116.0%
Ray	2,994	3,215	3,807	4,675	45.4%
9-co. area	194,993	218,636	310,336	416,367	90.4%

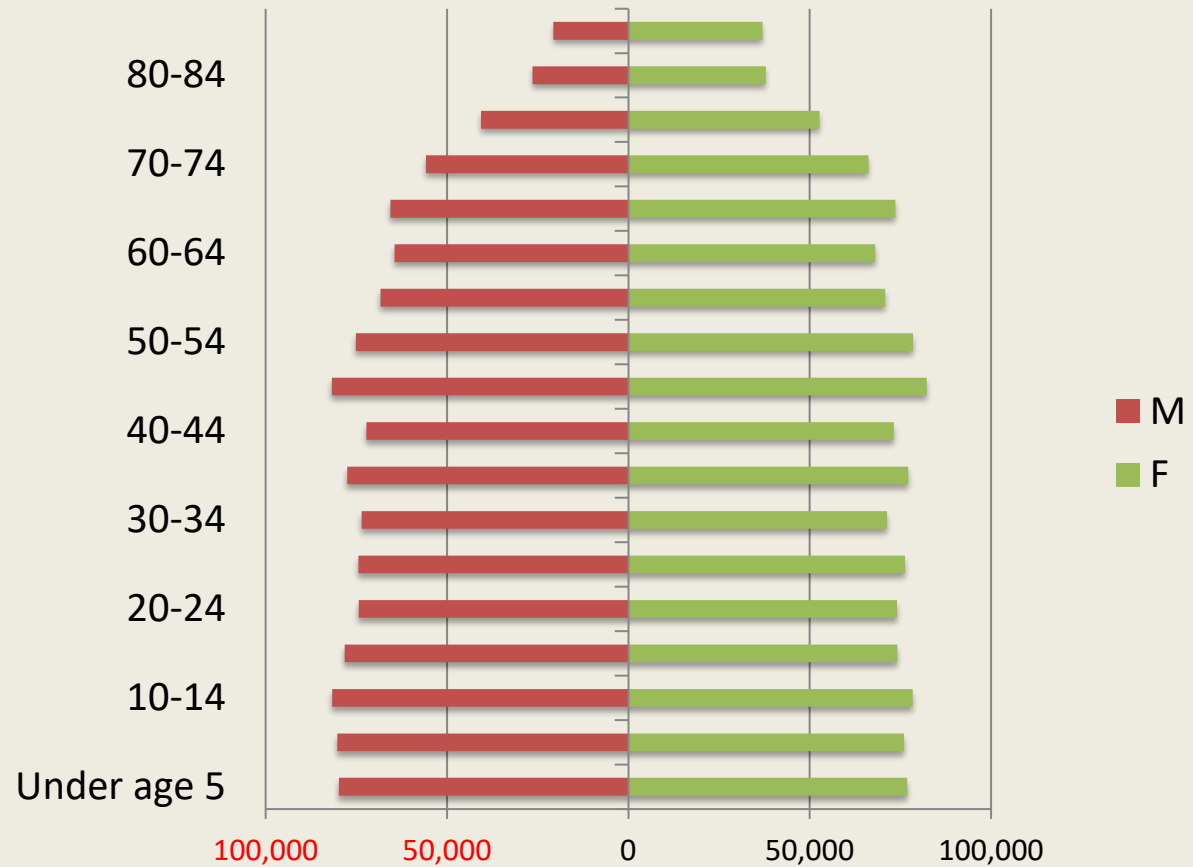
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**The metropolitan Kansas City's  
population is becoming more and  
more a region of all ages — where  
all groups are represented  
relatively equally.**

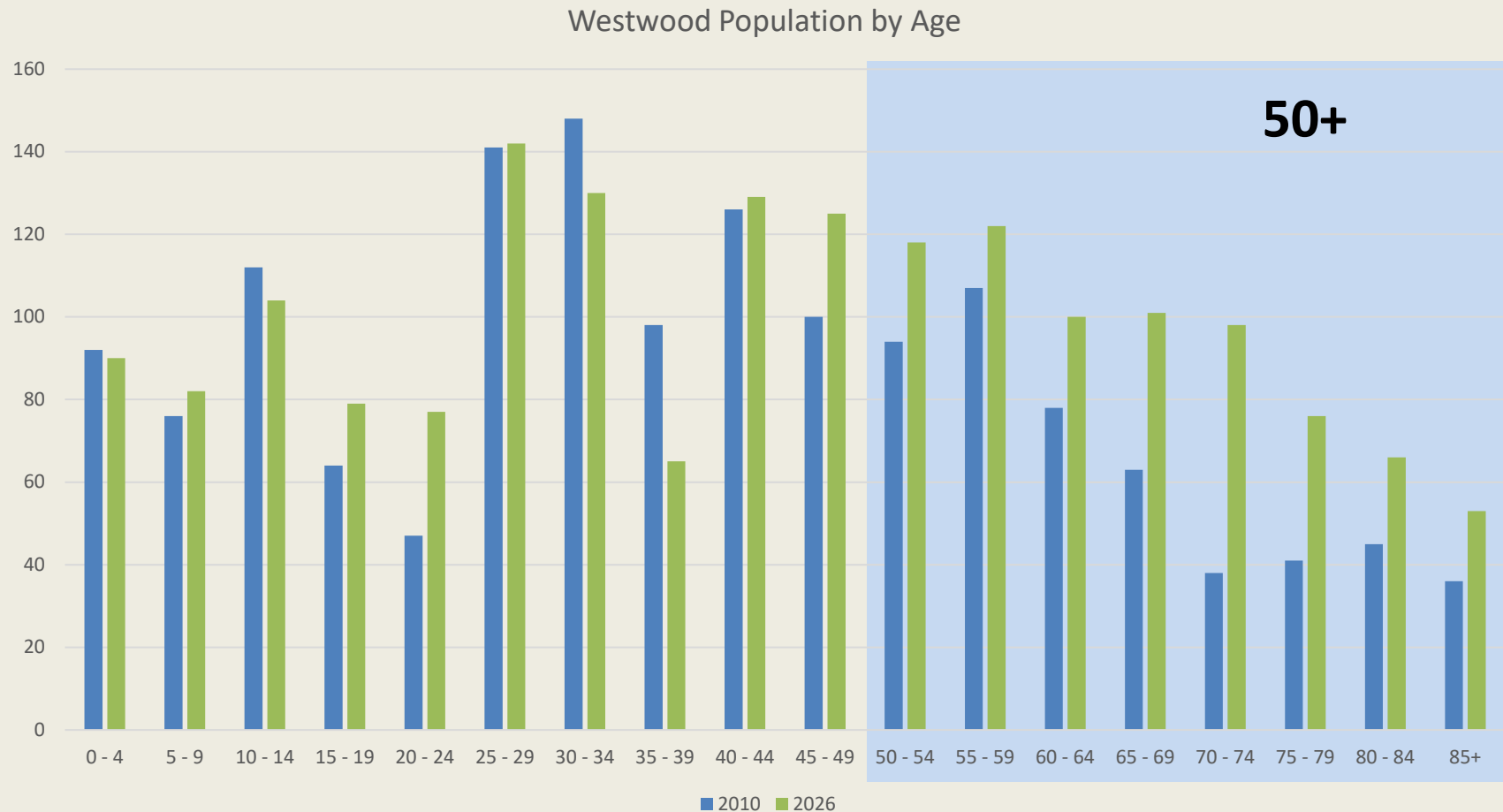
# 1990



# 2030



# Westwood population: 16-year comparison



# What does this mean for cities?

- Emergency preparedness.
- Public safety.
- Public works.
- Parks and recreation.
- Health.
- Neighborhoods.
- Housing.





# MYTH

VS

# FACT

## MYTH:

Young people look for different community amenities than older people.

## FACT: Both groups want:

- Affordability.
- Low-maintenance housing.
- Walkability.
- Mixed use development.
- Transportation options.
- Social engagement.

# Communities for All Ages Recognition Program



**Community for All Ages**  
*A great place to grow up and grow old.*

**Recognition program**

Is your city age friendly? Be recognized for the work you've done.  
KC Communities for All Ages (CPAA) and the First Suburbs Coalition (FSC) are offering the Community for All Ages Recognition Program as an incentive for your city to become a Community for All Ages.

**How it works**  
This program will recognize communities that have taken steps to become more welcoming to residents of all ages and, in the process, more vibrant, healthy and prosperous. It is not meant to be a formal certification program.

A community can earn one of three levels of recognition representing the extent of its work in becoming a Community for All Ages: **Bronze** (Awareness), **Silver** (Assessment) or **Gold** (Implementation).

Recognition for each level requires a community to complete a set of tasks (see reverse). The tasks don't necessarily require a great financial commitment, but do require time and effort from elected officials and staff, as well as citizen engagement. In most cases, the tasks can be included in already-existing processes and programs.

**Application process**  
To apply for Communities for All Ages recognition, submit an application form and supporting documentation to the First Suburbs Coalition via the Mid-America Regional Council (MARC) by 5 p.m., April 1, 2015.

A joint First Suburbs Coalition and KC Communities for All Ages committee will review applications and certify those communities that meet the criteria. Communities will be notified by June 1, 2015 if they have met the recognition criteria and, if not, what additional work needs to be done.

Communities are encouraged to use "Making Your Community Work for All Ages: A Toolkit for Cities" and the "Communities for All Ages Checklist" to guide their work. They are also encouraged to seek assistance from the First Suburbs Coalition, KC Communities for All Ages and MARC.

An application form may be downloaded at [www.KCCommunitiesforAllAges.org](http://www.KCCommunitiesforAllAges.org).

**Advantages of participating**

- A more aware, well-planned community that meets the needs of all its residents.
- Regional recognition that your city is looking to the future, creating a community that is vibrant, connected and green, and serves the needs of all residents regardless of age.
- Recognition at First Suburbs Coalition and or Communities for All Ages events and on websites.
- Assistance with materials for websites, newsletters and news releases.
- News releases on the recognition and why it is important for communities.
- Templates for Community for All Ages street signs.

**Step**      **Effort required**

Step	Effort required
3 Implementation	Adopt Community for All Ages plan <b>Gold</b>
2 Assessment	Use tools to assess your city's progress <b>Silver</b>
1 Awareness	Use "All Ages" lens <b>Bronze</b>

See recognition level tasks on reverse >>

# Checklist

- Public outdoor spaces and buildings.
- Housing and commercial development.
- Transportation and mobility.
- Social inclusion, communication and participation.
- Civic participation and employment.
- Community and health services.

## Become a Community for All Ages

*A checklist to help you become age friendly*

**KC Communities for All Ages**  
June 2014

Does your city or county need tools to help it become a Community for All Ages? This checklist is designed to be used together with *Making Your Community Work for All Ages — A Toolkit for Cities* as a way to raise awareness, plan actions and assess your city for age friendliness.

The first suburbs of Kansas City, established nearly 60 years ago, have done exactly what they were intended to do — provide homes and services for families that raised the generation of Americans we now call the baby boomers. But, as the baby boomers have aged, and the oldest of the generation known as the millennials (young adults born between 1982 and 2004, now age 10 to 32) have come into adulthood, it is time to reevaluate the role that the suburbs play in housing and serving the American population.

*Making Your Community Work for All Ages — A Toolkit for Cities* provides detailed information on steps that communities can take to become more age friendly. The toolkit is available at [www.kccfaa.org](http://www.kccfaa.org), or contact Cathy Boyer-Shesol at [cboyer@marc.org](mailto:cboyer@marc.org) or 816/701-8246 to get a printed copy.

in five Americans — or 72,774,000 million — will be older than 65, while researchers estimate there will be 76 million millennials in the U.S. at that time.

In the Greater Kansas City area, more than 416,000 residents will be 65 or older in 2030, while approximately 633,000 millennials will live here. Historically, the needs and interests of older adults have been seen as vastly different from younger generations and those of families with young children.

Kansas City's first suburbs can evolve in response to new trends and needs as communities for all ages. A community for all ages seeks to meet the needs and interests of the very old, the very young and everyone in between. A key driver for this work is the rapidly changing older adult demographics.

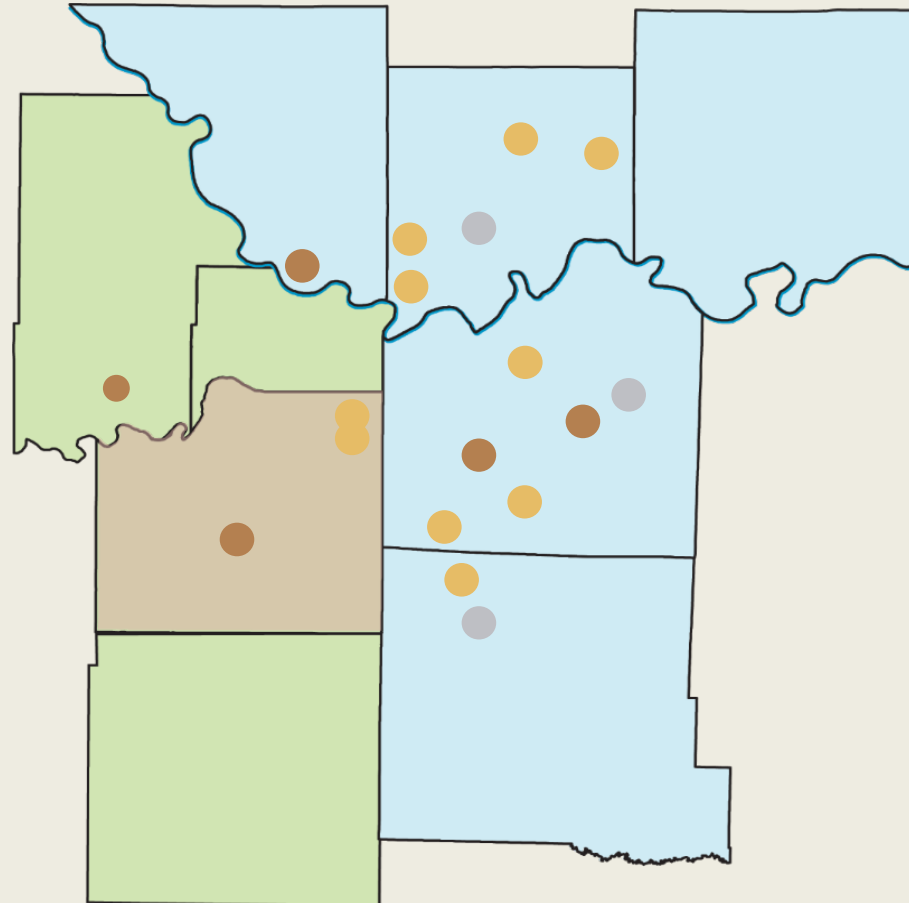
The post-war population swell known as the baby boom is paving the way for the next "baby boomlet," the generation known as the millennials that followed the smaller Generation X (ages 33 to 53) population. Today, the oldest baby boomers are in their late 60s. By 2030, one

Today, research shows that communities that are adapting to meet the needs of its older adult citizens raise the quality of life in ways that also appeal across the age spectrum.



# CFAA Cities

- **Bronze**
  - Blue Springs, Missouri
  - Johnson County, Kansas
  - Merriam, Kansas
  - Olathe, Kansas
  - Parkville, Missouri
  - Raytown, Missouri,
  - In progress: Harrisonville, Missouri,
  - Westwood Kansas
- **Silver**
  - Grain Valley, Missouri
  - Liberty, Missouri
  - Peculiar, Missouri
  - In progress:  
Parkville, Missouri
- **Gold**
  - Excelsior Springs, Missouri
  - Grandview, Missouri
  - Gladstone, Missouri
  - Independence, Missouri
  - Kearney, Missouri
  - Lee's Summit, Missouri
  - Mission, Kansas
  - North Kansas City, Missouri
  - Raymore, Missouri
  - Roeland Park, Kansas



# Gold Level Communities — Policy Adoption

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- **Communities for All Ages Master Plan**
  - Lee's Summit and Raymore, Missouri
- **Updated Bicycle Master Plan**
  - North Kansas City, Missouri
- **Updated Comp/Strategic Plan**
  - Gladstone, Grandview, Independence and Kearney, Missouri
- **Updated Parks Plan**
  - Mission, Kansas, and Roeland Park, Kansas (R Park Phased Development Plan); Excelsior Springs, Missouri

# Examples of embedded practices

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- City council resolutions.
- Ten communities have applied an age-lens to a major city plan (city council approval).
- Three communities are engaging their local high schools to become involved, for example: adding students to committees and commissions.
- One community applied an age lens to a new farmers market.
- Two communities place a “CFAA Impact” statement on all council agenda items.
- Two communities established a CFAA Advisory Committee to oversee implementation.





# Embedded practices – Planning/Zoning

- Two communities participated in a UD park charrette and plan to incorporate UD principles in future outdoor projects.
- Accessory Dwelling Ordinance expanded and adopted in several cities.
- One community applied an age lens to a neighborhood revitalization plan.
- Elevated understanding of universal design (one community currently researching with intent to adopt a policy).
- Intergenerational parks.



# Bronze Level

- **City requirements to achieve Bronze Level recognition**

- Adoption of resolution elected body to participate in the Communities for All Ages program.
- Make a presentation to Department Head employees on the Communities for All Ages program and implications for city planning
- Make a presentation to governing bodies and relevant commissions on becoming age friendly and the Communities for All Ages program, and take at least two of the following actions:
  - Hold at least one community meeting to discuss Communities for All Ages issues and present information.
  - Prepare written materials on age-friendly communities and distribute to the public.
  - Establish a speakers' bureau to share information with neighborhood groups, businesses and civic groups.
  - Put information about demographic changes and Communities for All Ages on city website.

- **Other City requirements**

- Designate a lead staff person to support city involvement, including responsibility to submit application for Bronze level recognition.
- Organization and hosting of focus groups and meetings, including recruitment of focus group participants (if chosen as a Bronze Level activity).
- Organization and implementation of a resident survey (if chosen as a Bronze Level activity).

- **MARC Responsibilities**

- Opening planning meeting with staff and officials.
- Two to four Communities for All Ages awareness presentations.
- Staff assistance in fulfilling Bronze level requirements.
- Wrap up meeting with staff and officials. (if needed)





# Silver Level

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- **City requirements to achieve Silver Level recognition**
  - Meet the requirements for Bronze Awareness level.
  - Form a Community for All Ages committee of elected officials, staff and community members (or assign tasks to an existing committee) and have members use the Communities for All Ages Checklist to conduct a self-assessment of your community and issue a report based on their findings.
- **Other City requirements**
  - Provide lead staff person, including responsibility to submit application for Silver level recognition.
  - Appointment of new citizen-based assessment committee or assignment of assessment to existing city committee.
  - Arranging and hosting meetings for assessment committees.
  - Preparation of final assessment report.
    - Presentation of assessment report to governing body.
- **MARC Responsibilities**
  - Planning meeting with staff and officials.
  - Facilitation of up to six assessment meetings with assessment committee.
  - Assistance in preparing final assessment.
  - Assistance in presenting final assessment to governing body.



# Gold Level

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- **City requirements to achieve Gold Level recognition**
  - Meet the Bronze Awareness and Silver Assessment level criteria.
  - Adopt a Communities for All Ages Plan or include a Community for All Ages component in a major local plan, such as a comprehensive plan, strategic plan or park plan.
- **Other City requirements**
  - Provide lead person, including responsibility to submit application for Gold level recognition.
    - Identification of Communities for All Ages plan or incorporation into existing plan.
    - Plan preparation and community engagement.
    - Adoption of plan by governing body.
- **MARC Responsibilities**
  - Assistance in developing elements of Communities for All Ages plan or incorporation of Communities for All Ages into existing plan based on assessment.
  - Assistance in presentation and adoption of Communities for All Ages plan.



# Next Steps

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- Commitment to participate in the Communities for All Ages Recognition Program.
  - City Council presentation and resolution. **In progress.**
- Identify leadership. **Completed.**
- Develop Bronze Level plan (with MARC's assistance). **In progress.**
- Begin Silver and Gold Level Planning/Strategies. **(Projected 2023)**
- Participate in joint meetings with other communities participating in the Recognition Program **(optional)**.
- Participate in Communities for All Ages Professional Network **(optional)**.

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# Questions?

# Contact Information

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**Cathy Boyer-Shesol, MPA**

Project Manager

KC Communities for All Ages – MARC

[cboyer@marc.org](mailto:cboyer@marc.org)

816-701-8246

[www.marc.org/kccfaa](http://www.marc.org/kccfaa)

## **CITY COUNCILMEMBER REPORT**

Meeting Date: August 11, 2022

Contact: Jeff Harris, City Council President

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Agenda Item: Westwood Communities for All Ages Survey Findings

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

In support of Westwood's goal to achieve CFAA Bronze Status with the Mid-America Regional Council later this year, city administration sent a survey to Westwood residents to learn their thoughts on aging in Westwood across seven perspectives:

1. Housing
2. Outdoor Spaces and Buildings
3. Transportation and Streets
4. Health and Wellness
5. Social Participation, Inclusion and Education Opportunities,
6. Volunteering and Civic Engagement
7. Community Information

The survey was open from July 1 to August 5, both online and as a paper option made available at City Hall. The survey was promoted in the Buzz, the newsletter, and on the city's website. We received 36 responses: 33 online and three on paper. Unfortunately, this is only 2% of our population of 1,750 and thus not statistically valid.

The key findings of the survey were:

- Half of respondents were over 60 and half were under 60.
- About 60% of respondents have lived here over 15 years.
- Only about 15% of respondents would consider moving to a different home in Westwood as they age.
- 40% say they would consider leaving Westwood as they age.
- Home size and ability to live independently are the most important factors when deciding to move.
- 85% say it's important for them to remain in Westwood.
- Bathroom remodel and no-step entry are the top home improvements needed to age in place.
- About 75% of respondents would like free access to computers and the internet in public places.

Our next steps to Bronze Status are:

- MARC CFAA presentation to City Council on August 11th (tonight).
- Host a community meeting to discuss the age-friendliness of Westwood: September, date TBD.
- Consider adoption of a resolution by the Governing Body to be a Community for All Ages: City Council meeting on October 13th.
- Apply for CFAA designation with MARC: November.

**City of Westwood, Kansas**  
**City Council Work Session**  
**4700 Rainbow Boulevard**  
**July 14, 2022 – 6:00 PM**

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

Council Absent: None

Staff Present: Leslie Herring, CAO/City Clerk – via Zoom  
Curt Mansell, Chief of Police  
John Sullivan, Director of Public Works  
Ryan Denk, City Attorney

**Call to Order**

Mayor David E. Waters called the meeting to order at 6:00 p.m. on July 14, 2022. The meeting was held virtually via Zoom.

**2023 Fiscal Year Budget Presentation**

Mrs. Herring provided an overview of a draft of the 2023 budget. A copy of the presentation was included in the evening's agenda packet.

**Adjournment to Regular Meeting**

The work session adjourned at 6:54 p.m. in order to prepare for the monthly City Council meeting at 7:00 p.m.

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

ATTEST: \_\_\_\_\_  
Leslie Herring, City Clerk

**City of Westwood, Kansas  
City Council Meeting  
July 14, 2022 – 7:00 p.m.**

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

Council Absent: None

Staff Present: Leslie Herring, CAO/City Clerk – via Zoom  
Curtis Mansell, Police Chief  
John Sullivan, Public Works Director  
Ryan Denk, City Attorney

**Call to Order**

Mayor David E. Waters called the meeting to order at 7:00 p.m. on July 14, 2022. The City Clerk called the roll. A quorum was present. The evening's meeting was held in a hybrid manner, with attendees joining both in person and via Zoom.

**Approval of Agenda**

Motion by Councilmember Wimer to approve the July 14, 2022 City Council meeting agenda as submitted. Second by Councilmember Hannaman. Motion carried by a 5-0 voice vote.

**Public Comment**

No comments by the public were made.

**Public Hearings**

No matters were subject to a public hearing for the evening's meeting.

**Presentations and Proclamations**

No presentations or proclamations were made.

**Consent Agenda**

All items listed below are considered to be routine by the Governing Body and will be enacted in one motion. There will be no separate discussion of these items unless a member of the Governing Body so requests, in which event the item will be removed from the consent agenda and considered separately following approval of the consent agenda.

- A. Consider June 9, 2022, City Council Meeting Minutes
- B. Consider Appropriations Ordinance 740

Motion by Councilmember Hannaman to approve the Consent Agenda as submitted. Second by Councilmember Steele. Mrs. Herring performed a roll call vote. Motion carried by a 5-0 vote.



### **Mayor's Report**

Mayor Waters provided an overview of events he attended and planned to attend as Mayor in the recent and upcoming weeks.

### **Committee Reports**

#### **Administration & Compensation Committee**

Councilmember Hannaman had nothing to report.

#### **Business & Community Affairs Committee**

Councilmember Buckman noted that he and Mrs. Herring are serving on the planning committee for the GoGreen Environmental Fair that will be held on Saturday, September 17<sup>th</sup> from 9 am to noon at the Powell Community Center in Mission.

#### **Parks & Recreation Committee**

Councilmember Wimer noted the Committee recently hosted a Sprinklers and Squirtguns event and will host a Music in the Park event on Thursday, July 21<sup>st</sup>.

#### **Public Safety Committee**

Councilmember Harris had nothing to report.

#### **Public Works Committee**

Councilmember Steele had nothing to report.

### **Staff Reports**

#### **Administrative Report**

Mrs. Herring provided an overview of the July 2022 Administrative Report included in the agenda packet and offered to answer questions.

#### **Public Works Report**

Mr. Sullivan provided an overview of the July and August 2022 Public Works Report included in the agenda packet and offered to answer any questions.

#### **Public Safety Report**

Chief Mansell provided an overview of the July 2022 Public Safety Report included in the agenda packet and offered to answer questions.

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

The June 2022 Treasurer's Report was included in the agenda packet for review. No questions or comments were made about the report.

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

Mr. Denk had nothing to report.

### **Old Business**

No old business matters were considered.

## **New Business**

### **Woodside Club Development Update**

Blair Tanner, Tanner & White Properties, provided a presentation on the history and future plans for Woodside Club. Mr. Tanner said he plans to move forward with a future expansion and improvement to the fitness facilities located north of 47<sup>th</sup> Place, and redeveloping the property south of 47<sup>th</sup> Place into Woodside Village South, he said the Club's current focus is to invest in existing facilities. Mr. Tanner shared planned improvements to the facilities north of 47<sup>th</sup> Place which include resurfacing three existing tennis courts and adding a fourth tennis court, updates to restrooms and the spa, and a new Pilates room. Mr. Tanner shared planned improvements to the facilities south of 47<sup>th</sup> Place which include converting the indoor tennis courts to fitness facilities as well as a general renovation to the building to better align with the Club's business plan. Mr. Tanner stated that renovations will begin in August 2022.

Councilmember Harris asked Mr. Tanner how the 2022 club improvements were determined. Mr. Tanner said Woodside management has based the improvements on member feedback and current market trends.

Councilmember Wimer asked Mr. Tanner if the 2022 club improvements for the south side of 47<sup>th</sup> Place would be demolished when Woodside Village South is developed. Mr. Tanner confirmed that they would and said Woodside management is selecting equipment and fixtures that can be relocated to the club facilities north of 47<sup>th</sup> Place.

Councilmember Harris asked Mr. Tanner if the 2022 club improvements would require an increase of staff, Mr. Tanner confirmed that more staff members would be needed.

### **Consider Request from Woodside for the Issuance of Industrial Revenue Bonds for Sales Tax Exemption for 2022 Club Improvements**

Woodside Health Club, through correspondence from their legal counsel, Bob Johnson of the Polsinelli Law Firm, has requested that the City issue Industrial Revenue Bonds (IRBs) in an amount not to exceed \$9,500,000. The requested IRB issuance would allow Woodside a sales tax exemption on construction materials and equipment relating to Woodside's proposed improvements to the Club as more particularly described in Mr. Johnson's correspondence. IRBs are special purpose issuance bonds meaning that the City does not stand behind the bonds and has no liability for repayment of the bonds. The \$9,500,000 issuance does not reflect the amount of money that Woodside will receive as a result of the bond issuance. The total project budget is between \$10-11 million. The \$9.5 million not to exceed number is the maximum total value of construction materials and equipment which Woodside may purchase as a result of the project. Depending upon the location where sales taxes would have been paid in the absence of a sales tax exemption, Woodside could realize between a 9% to an 11.5% sales tax savings on the construction materials and equipment purchased for the project.

The stated basis and rationale for the project is identified in Mr. Johnson's correspondence. A request was made to Woodside to provide detail of the financial need for the requested incentive. The attached correspondence stating that Club renovation was required due to "today's increasingly competitive environment for health and fitness facilities" is what has been provided. To date, no further financial information has been provided detailing why incentives are needed for the project.

Finally, most of the proposed investment which is the subject of the requested IRB issuance relates to improvements on the Club facility on the South side of 47<sup>th</sup> Place. These South side Club improvements

pursuant to the Redevelopment Agreement between the City and the development entity controlling the construction of the Woodside Village project, were to be demolished to make way for the Woodside Village South project. The Woodside Village South project is already seriously delinquent for commencement of construction based upon the agreed upon timelines within the Redevelopment Agreement. The Club's reinvestment in the South side Club improvements further likely signal or ensure a far greater delay in the Woodside Village South project.

Approving the use of IRBs for sales tax exemption is typically a two-step City process: (1) adoption of a resolution of intent, and (2) passage of an ordinance issuing the bonds. The adoption of an IRB resolution of intent is the key City approval to grant this incentive, as it allows the developer to access the sales tax exemption certificate. If the City Council adopts the resolution of intent for this project, it will be expected that, if the developer has otherwise performed on the project, the City would later pass the ordinance to authorize the issuance of the IRBs.

Mr. Tanner stated that if the IRB were approved, Woodside would use the funds saved for the 2022 club improvements toward improvements to the pool amenities used by Westwood pool pass holders including adding a kitchen to the pool house and adding and improving features to the family pool.

Councilmember Steele suggested utilizing the funds saved to benefit the Westwood community as a whole, not just the residents that purchase a seasonal pool pass. Councilmember Wimer asked Mr. Tanner if he would be open to a conversation with the City about how to utilize the funds saved, Mr. Tanner said he would. Councilmember Wimer asked when he would be ready to have a conversation about how to use the funds saved, Mr. Tanner said he would be open to that conversation at any time.

Councilmember Hannaman said he would have preferred more time to consider the request for IRB approval. Councilmember Hannaman said he liked the master plan for Woodside, and hoped the current plan to improve the south building does not push the development of Woodside Village South further into the future.

Councilmember Harris stated he was also impressed with the Woodside master plan. Councilmember Harris stated he initially questioned investing in a project that would ultimately be demolished, but believed it was not his role to question that decision.

Councilmember Wimer thanked Mr. Tanner for his presentation and stated she would like to see more collaboration between Woodside management and the City.

Motion by Councilmember Harris to pass Resolution No. 107-2022 with the modification of Section 4, Clause 5 as follows: (v) conditions set forth in the Application relating to the Company's investment in public pool facilities or community improvement as agreed between the Company and Issuer. Second by Councilmember Buckman. Mrs. Herring performed a roll call vote, motion passed by a 5-0 vote.

**Consider Resolution No. 108-2022 to Exceed the Revenue Neutral Rate, Establish the Date and Time of a Public Hearing, and Provide for the Giving of Notice of Such Public Hearing**

Over the last several months staff have worked to develop the 2023 budget and provided a preliminary budget overview to the Governing Body at its last meeting, on June 9, 2022. The 2023 budget maintains the same level of services as the 2022 budget and keeps operating expenses relatively flat but provides for increased expenditures related to personnel and certain professional services. Funding the

recommended 2023 budget does not require an increase to the mill levy rate, but it does exceed the revenue neutral rate due to increased revenue that will be received from increased property valuations.

The 2023 proposed budget has a total mill rate of 21.197, flat with the 2022 rate. Per Senate Bill 13, the proposed budget will require a Revenue Neutral Rate hearing to exceed the revenue neutral rate provided by the County Clerk. During the 2021 legislative session, the tax lid was removed and the legislature enacted SB13 and HB2104, establishing new notice and public hearing requirements if the proposed budget will exceed the property tax levy's revenue neutral rate. The revenue neutral rate is the tax rate in mills that will generate the same property tax in dollars as the previous tax year using the current tax year's total assessed valuation. In Westwood, the revenue neutral rate would be 19.402 mills. Since the proposed budget requires 21.197 mills, a public hearing is required.

Notice of intent to exceed the revenue neutral rate must be provided to the County Clerk before July 20th. The hearing must occur between August 20th and September 20th . The public hearing is proposed for the City Council's regular meeting on Thursday, September 8, 2022. The budget public hearing and adoption of the 2023 budget will follow the revenue neutral rate hearing on that meeting agenda.

Motion by Councilmember Hannaman to approve Resolution 108-2022 to exceed the Revenue Neutral Rate, establish the date and time of a public hearing, and provide for the giving of notice of such public hearing. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

**Consider Approving Final Plat of Westwood View School, located at 4935 Belinder Ave.**

A plat is a document recorded with a property parcel that establishes property intended for public use. The property located at 4935 Belinder Ave., Westwood, KS is under construction as a new elementary school and is currently unplatted. Shawnee Mission School District, the current owner of record, has applied for a final plat of the property with the aid of its project engineer, MKEC. Section 1.5 of the City's Zoning Ordinance specifies the procedures and requirements for the consideration of a final plat, which includes submission to the Planning Commission for review and approval and then submission to the Governing Body for acceptance/approval. Following approval by both the Planning Commission and Governing Body, the plat shall be recorded with the County Register of Deeds.

The Westwood Planning Commission unanimously and unconditionally approved the final plat at its July 11, 2022 regular meeting.

The submitted final plat maintains one, single lot on the subject property. By approving the subject plat, the following will be dedicated:

- a. Seven foot (7') sidewalk easement along the western and southern borders of the property;
- b. Ten foot (10') electric utility easement in the southeastern corner of the property;
- c. Twenty foot (20') sanitary sewer easement along the eastern border of the property; and
- d. Stormwater and detention facility easements in the northeastern corner of the property.

No additional right of way or public streets are being dedicated on the property.

Further, there is a complementing Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement setting out rights and responsibilities related to the dedicated stormwater detention facility, which was drafted by Westwood City Staff and has been agreed

upon in form by the attorneys of both SMSD and the City, and which will be recorded with the plat on the property.

Staff review of the application submittal concludes that all elements required to be included on the plat are shown and that the submitted final plat conforms to all provisions of Section 1.5. of the Zoning Ordinance.

Motion by Councilmember Wimer to approval the final plat for Westwood View School, at 4935 Belinder Avenue, as submitted, and to direct the Governing Body's approval be affixed thereto for the dedication of land for public purposes. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

**Consider Approving Agreement with JLL Valuation and Advisory Services for 4700 Rainbow Blvd., 5000 Rainbow Blvd., and 5050 Rainbow Blvd.**

In September 2021, the Governing Body held a work session to discuss a plan of action for determining the future of public lands in Westwood. As a result of that work session the following plan achieved consensus from the Governing Body and provided direction to staff to execute:

1. Engage the Urban Land Institute to conduct a follow-up [to the 2015] Technical Assistance Panel (TAP) to: (a) evaluate highest and best use for the corners of 47th & Rainbow and 50th & Rainbow Blvd. to maximize long-term economic and social impact for the community, (b) recommend the best location of municipal facilities, and (c) recommend ways in which Westwood could further the objectives of providing quality accessible and affordable housing. This was conducted and concluded in Fall 2021.
2. Conduct a City facilities analysis of existing buildings, including an assessment and cost estimate of deferred maintenance and optimal site selection, if different from the current location of City facilities. This is currently taking place.
3. Reconvene at the conclusion of the City facilities analysis in the Fall of 2022 to determine strategic direction for the southwest corner of 50th & Rainbow and the southwest corner of 47th & Rainbow.
4. Execute the plan of action, possibly including issuing RFP's for private development opportunities.

Working with the Multistudio (f/k/a Gould Evans) consultant team, two local appraisal firms were identified and asked to submit proposals for the City's needs. One proposal (from JLL Valuation and Advisory Services, LLC) was received, which is acceptable to both Multistudio and City staff.

JLL Managing Director Ken Jagers will be present at the Council meeting to introduce himself to the Governing Body and to provide an overview of his firm's qualifications and approach to the project. Upon consent of the Governing Body, City staff will submit the proposed agreement to the City Attorney for review and then will arrange for the Mayor's signature once final terms have been reached.

JLL Valuation and Advisory Services' fee proposal is not included within the approved facilities study project budget of \$75,000, as budgeted in the 2022 Capital Improvement Plan. This fee will be expensed to the General Fund's General Overhead budget. Including this expenditure in 2022 year-end forecasts, the 2022 General Overhead budget is still expected to come in at/under budget for this department.

Councilmember Harris asked for clarification about which properties are included in the scope of work and questioned why the Public Works Office property wasn't included for appraisal. Mayor Waters responded that neither sale nor any possibilities for a disposition other than its current use have been discussed as options to-date and so an appraisal isn't warranted at this time.

Motion by Councilmember Harris to approve a services agreement with JLL Valuation and Advisory Services to perform valuation services in an amount not to exceed \$9,500, conditioned upon such agreement's approval by the City Attorney. Second by Councilmember Hannaman. Motion carried by a 5-0 voice vote.

**Consider Allowing the Consumption of Alcoholic Beverages in the city Park During the Music In the Park Event, To Be Held on Thursday, July 21, 2022**

Music in the Park is scheduled to be held on Thursday, July 21, 2022 from 7 to 8 PM in Joe D. Dennis Park, located at 5000 Rainbow Blvd. City staff has been directed by member(s) of the Governing Body to prepare and bring forward an action for Council consideration to allow the possession and consumption of alcoholic beverages during this event, to comply with the provisions of Westwood Municipal Code Section 12-206(3), which requires approval by the Governing Body for the allowance of alcoholic beverages in the park.

Motion by Councilmember Harris to approve the possession and consumption of alcoholic beverages on Thursday, July 21, 2022 from 6 to 9 PM on City-owned property at 5000 Rainbow Blvd. for the City's Music in the Park event. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

**Announcements/Governing Body Comments**

Councilmember Harris shared that the City currently has a Communities for All Ages available online and in paper form and encouraged community members to complete and submit the survey.

**Executive Session**

No matters required an Executive Session during this meeting.

**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 9:19 p.m.

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

ATTEST: \_\_\_\_\_  
Leslie Herring, City Clerk

City of Westwood, Kansas  
Appropriation Ordinance No. 741

AN ORDINANCE APPROPRIATING CITY EXPENDITURES FOR THE PERIOD OF JULY 1, 2022 - JULY 31, 2022 AND SUMMARIZING SAID EXPENDITURE HEREIN.

	General Month Ending 07/31/2022	Capital Improvements Month Ending 07/31/2022	Equipment Reserve Month Ending 07/31/2022	Stormwater Month Ending 07/31/2022	Special Highway Month Ending 07/31/2022	Woodside TIF/CID Month Ending 07/31/2022	Debt Service Month Ending 07/31/2022	Total All Funds Month Ending 07/31/2022
<b>Expenditures</b>								
Salary & Benefits	135,421.55	0.00	0.00	0.00	0.00	0.00	0.00	135,421.55
Employee Expenses	1,763.49	0.00	0.00	0.00	0.00	0.00	0.00	1,763.49
Professional Fees	4,072.46	0.00	0.00	0.00	0.00	0.00	0.00	4,072.46
General Operating Expenses	9,861.45	0.00	0.00	0.00	0.00	0.00	0.00	9,861.45
Utilities	18,643.65	0.00	0.00	0.00	0.00	0.00	0.00	18,643.65
Equipment and Maintenance	4,032.94	0.00	0.00	0.00	0.00	0.00	0.00	4,032.94
Street and Stormwater	0.00	(695.00)	0.00	0.00	0.00	0.00	6,668.75	5,973.75
Park and Events	2,863.85	0.00	0.00	0.00	0.00	0.00	0.00	2,863.85
Miscellaneous	0.00	0.00	0.00	0.00	0.00	15,776.81	0.00	15,776.81
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>176,659.39</b>	<b>(695.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,776.81</b>	<b>6,668.75</b>	<b>198,409.95</b>

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

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

SECTION 2. That the payment of all claims and charges against the respective accounts and funds provided in the budget for the year 2022 are consistent with that budget and are hereby authorized, ratified and approved.

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

ADOPTED this 11th day of August, 2022.

\_\_\_\_\_  
MAYOR

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



## Chief Administrative Officer/City Clerk Report

August 2022

To: Mayor and City Council  
From: Leslie Herring, Chief Administrative Officer/City Clerk  
Date: August 11, 2022  
RE: Update on some of the key areas of focus of the Administration Department

### Current Priorities

2<sup>nd</sup> Quarter (April) 2022 through 3<sup>rd</sup> Quarter (September) 2022

- *Execute the City's Long-term Land Use Strategy*
  - The Facilities Study is well under way. A public community conversation occurred on Wednesday, July 13<sup>th</sup> at 6 PM at City Hall and the video is posted to the City's website. This project is still on schedule for public presentation to the Governing Body at the September 8<sup>th</sup> regular City Council meeting.
- ✓ *Create and Adopt a Governing Body Strategic Plan*
  - The Governing Body held a work session at the May regular meeting to receive a presentation on the status of implementation action related to the goals stated in the 2016 [draft] Governing Body Strategic Action Plan. Staff will continue working to implement the goals in the document, which is included in the May 2022 City Council meeting packet. In 2023, staff recommends conducting a city-wide citizen satisfaction survey and request for issues of priority from the community. This data would then feed formal Governing Body strategic planning in early 2024, which results would direct City staff and City officials as to priority areas for resource and staff dedication.
- ✓ *Conduct the Annual Financial Audit and Adopt the City's 2023 Fiscal Year Budget*
  - The 2021 Fiscal Year audit was presented at the City Council's June regular meeting and budget presentations were held at both the June and July City Council meetings. The Governing Body has directed staff to exceed the revenue neutral rate but to hold the mill levy flat, with the budget and revenue neutral rate hearings scheduled to take place on September 8, 2022. Staff has prepared and presented a budget recommendation to the Governing Body with that guidance.
- *Study the Feasibility of Complete Streets Improvements to Mission Rd. and Rainbow Blvd.*
  - Mission Rd. – Due to the cost of the 2022 47<sup>th</sup> Street Complete Streets project and its impact on the City's Capital Improvement Plan (as detailed in a later action item in this meeting packet), City staff has worked with the City of Roeland Park to explore the option of moving this project from design in 2023 and construction in 2024, to a year later – design in 2024 and construction in 2025, to allow the CIP Fund to rebuild a healthy enough fund balance to fund this project.
  - Rainbow Blvd. – A group of various stakeholders in Highway 169/7<sup>th</sup> St./Rainbow Blvd. are working together and with KDOT to explore possible Complete Streets improvements to this corridor. Currently, the partners are pursuing funds through



MARC's Planning Sustainable Places program to study the operations of the roadway and possible challenges and opportunities. The Westwood Governing Body allocated \$30,000 from the Special Highway Fund to go toward this project, which will likely take place beginning in Fall of 2022 through 2023, if the project is awarded MARC funding. The grant application was submitted to MARC in July and award announcements are expected in late September/early October. Preliminary scoring of this project, public engagement levels, and the number of competing projects indicate a favorable outcome for this study being funded during this cycle.

- *Update the City's Website*
  - Not yet started.
- *Create a Records Retention Policy*
  - Not yet started.

## **Building Permits**

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

### *Residential*

New Construction:

- 2426 W. 48<sup>th</sup> Ter. – New detached garage

Additions: None

Alterations: None

Demolition:

- 2911 W. 47<sup>th</sup> Ter. – Preparation for new single-family residential home

Misc:

- 2340 W. 51<sup>st</sup> St. – In-ground pool installation

### *Commercial*

New Construction: None

Additions: None

Alterations:

- 2001 W. 47<sup>th</sup> Pl. – Fitness club renovation (Woodside)

Demolition: None

Misc:

- 4701 Mission Rd. – Signage replacement (Walmart) (On Planning Commission agenda for August 29, 2022)

## **Westwood Public Works Monthly Report**

**TO: GOVERNING BODY**  
**FROM: JOHN SULLIVAN, DIRECTOR OF PUBLIC WORKS**  
**RE: MONTHLY REPORT, JULY 2022**  
**DATE: AUGUST 9, 2022**

Some of the activities for Public Works in July include:

1. Daily collection of trash from City Hall and City Parks.
2. Perform a weekly inspection of the playground equipment and park facilities.
3. Perform a weekly inspection of the traffic control signs throughout the city; replace poles and signs as required.
4. I prepared the Purchase Orders and documentation for those purchases.
5. Performed routine maintenance at the City Hall to include the servicing of the air handling equipment, re-lamping fixtures and repairing or installing appurtenances including plumbing fixtures.
6. I represented the city at various meetings to include:  
OGL Meeting – 1 hr. - Virtual
7. Received, via email, Kansas One-Call Locate Requests, advised callers of their status with the City of Westwood regarding utilities and advised, when appropriate, the need to either get an excavation permit, building permit or fence permit. I provided the building official with a copy of the locate requests for follow-up for any building permits that may be required and answered any questions when asked.
8. We performed routine maintenance on the Public Works vehicles and equipment to include fluid services, cleaning, and general repairs.
9. Routine maintenance of the Public Works Facility to include the air handling equipment, plumbing, electrical, and cleaning.
10. Performed various clerical duties for the Public Works Department's daily functions.
11. I attended Public Works, City Council and Staff and Committee meetings as required.
12. Observed activities associated with ROW Permits.
13. We marked streetlight utilities when requested by the One-Call System.
14. We performed monthly safety checks at all City properties as well as monthly fire extinguisher inspections.
15. Mitch is attending monthly Safety Committee Meetings.
16. We swept the city streets of debris.
17. We loaded roll off containers from the street sweeping efforts.
18. We patched potholes.
19. We cleaned the gutters on the public buildings.
20. We performed weekly mowing and trimming of various City grounds.
21. We performed construction observation on the 2021 Street Projects.
22. We replaced the brake booster on truck #3.
23. We performed the installation of temporary no parking signs, barricades, and blocked roads for the fireworks show.

24. We were called out for a large, downed tree limb in Mission Woods, after hours.
25. We trimmed tree limbs growing in front of traffic control signs and signals.
26. We determined locations for new traffic control signs related to the new school location.

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

To: Governing Body  
From: John Sullivan, Director of Public Works  
Date: August 9, 2022  
Re: Monthly Status Report

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- W. 47<sup>th</sup> Street Project: The gas project is moving along. They have started reconstruction of the intersection at 47<sup>th</sup> and Mission Road. They have also started the installation of the 2-inch gas main along the south side of W. 47<sup>th</sup> to service the Westwood businesses. The project let on July 20, 2022. The apparent low bidder is Miles Construction. The Council will consider the bid at the Council Meeting.
- 2021 Street Improvement Projects: This project is complete with the exception of the sod which will need to be placed in the fall and a few punch list items.
- State Line CARS Project: See 2021 information.
- Westwood View School Project: The fire hydrant has been relocated and that section of sidewalk and ADA ramp will be installed this week. I am still awaiting the google fiber box to be relocated to finish the other location. The school zone signage will be installed today. The flashing beacons are ordered but have not arrived as of yet. They have installed temporary beacons in the interim.
- Pavement Evaluation: The survey data has been received and Leslie has created a visual map indicating the pavement ratings. We are still awaiting the curb and gutter and sidewalk assessment data.

WESTWOOD					
Jul-22					
ACTIVITIES / OFFENSE	THIS MONTH	22-YTD	21-YTD	22-Avg	CHANGE
<i>PART I CRIMES</i>					
MURDER					No Change
RAPE					No Change
ROBBERY	1	1		0.14	1
<b>BURGLARY</b>					
BUSINESS		2		0.29	2
RESIDENTIAL		2		0.29	2
VEHICLE	4	30	1	4.29	29
MOTOR VEH THEFT	1	5		0.71	5
LARCENY / THEFT	6	20		2.86	20
ASSAULT / BATTERY		1		0.14	1
<b>ARRESTS</b>					
FELONY	2	2		0.29	2
MISDEMEANOR		2		0.29	2
TRAFFIC	1	1		0.14	1
DRUG	3	5		0.71	5
DUI		1		0.14	1
WARRANTS	9	32	1	4.57	31
CONFINED					No Change
<b>SUMMONS</b>					
HAZARD	19	81	13	11.57	68
NON-HAZARD	41	284	92	40.57	192
DUI		1		0.14	1
ORD. VIOLATION	8	4	1	0.57	3
<b>ACCIDENTS</b>					
NON-INJURY	1	13		1.86	13
INJURY		5		0.71	5
PRIVATE PROPERTY	1	8		1.14	8
ADMIN.DUTIES-PD	38	381	36	54.43	345
ADMIN.DUTIES - CITY	2	128	5	18.29	123
ALARM	9	36	6	5.14	30
ANIMAL	5	22	5	3.14	17
ASSIST - POLICE	15	88	4	12.57	84
ASSIST - PUB MOTOR	19	129	20	18.43	109
BLD. CHECK-SHAKE		20		2.86	20
BLD. CHECK-PATROL	1400	5305	1445	757.86	3860
BUSINESS CHECK	390	468	369	66.86	99
CIVIL MATTER		6		0.86	6
EXTRA PATROL HAZARD					No Change
EXTRA PATROL NON HAZ					No Change
EXTRA PATROL DUI					No Change
EXTRA PATROL ORD.					No Change

# WESTWOOD

Jul-22

ACTIVITIES / OFFENSE	THIS MONTH	22-YTD	21-YTD	22-Avg	CHANGE
CRIMINAL DAMAGE	1	2		0.29	2
DISTURBANCE	4	9	1	1.29	8
DISORDERLY CONDUCT					No Change
FIELD INTERVIEW FORM					No Change
FIRE		4		0.57	4
FOLLOW UP	14	75	5	10.71	70
INFO / INVEST	2	17	9	2.43	8
JUVENILE		4		0.57	4
<b>MENTAL HEALTH</b>					
SUICIDE					No Change
ATT SUICIDE					No Change
INVOLUNTARY COMMITTAL		1		0.142857143	1
ALL OTHER MENTAL HEALTH	1	1		0.142857143	1
MEDICAL CALL	18	68	17	9.714285714	51
NATURE UNKNOWN		2		0.29	2
NOISE COMPLAINT		1		0.14	1
OPEN DOOR		12		1.71	12
ORD. COMPLAINT		12		1.71	12
ORD. VIOL WARNING		2		0.29	2
ORD. VIOL LETTER					No Change
OTHER	5	8		1.14	8
PED. CHECK	5	8		1.14	8
PUBLIC SERVICE	10	69	41	9.86	28
RECOVERED PROP		7		1.00	7
RESIDENCE CHECK	68	68	20		48
SUSPICIOUS SUBJECT	6	37	3	5.29	34
VEH CHECK OCCUPIED	4	13	3	1.86	10
VEH CHECK UNOCCUPIED	14	25	6	3.57	19
TELE. CALL HARASS					No Change
TELE. CALL THREAT					No Change
TRAFFIC COMPLAINT	4	31	1	4.43	30
TRAFFIC WARNING	63	30	1	4.29	29
UNATTENDED DEATH	1	1	1	0.14	No Change

<b>Total Activity</b>	2044	<b>Last Year - YTD Activity</b>	1998
<b>Year to Date Activity</b>	7139	<b>Difference in Activity</b>	5141
<b>Total Monthly Summons</b>	68		
<b>Hazardous Summons Percentage</b>	28%		

**WESTWOOD  
INCIDENT SUMMARY**

**ROBBERY**

**CASE NO:** 20220180      **LOCATION:** 4701 Mission Rd  
**DATE :** 07/14/2022  
**ACTIVITY:** Unknown suspect forcefully removed merchandise from the store while displaying a firearm.

**LARCENY / THEFT**

**CASE NO:** 20220178      **LOCATION:** 1900 W 47 Pl  
**DATE :** 07/12/2022  
**ACTIVITY:** Unknown suspect(s) removed several items to include tools, copper, and other equipment from the worksite without permission.

**CASE NO:** 20220182      **LOCATION:** 1902 w 47th terr  
**DATE :** 07/17/2022  
**ACTIVITY:** Unknown suspect(s) removed the back license plate without permission.

**CASE NO:** 20220186      **LOCATION:** 2000 W 47th Pl  
**DATE :** 07/19/2022  
**ACTIVITY:** Unknown suspect(s) removed a motorcycle from the parking lot without permission.

**CASE NO:** 20220193      **LOCATION:** 4701 Mission Rd  
**DATE :** 07/23/2022  
**ACTIVITY:** Unknown suspect(s) removed a catalytic converter from a vehicle without permission.

**CASE NO:** 20220196      **LOCATION:** 4701 Mission I  
**DATE :** 07/25/2022  
**ACTIVITY:** Unknown suspect walked out of the store with a cart full of groceries without paying for them.

**CASE NO:** 20220202      **LOCATION:** 2806 W 51st S  
**DATE :** 07/28/2022  
**ACTIVITY:** Unknown suspect somehow got access to the victim's social security number and had taken out a loan in their name without permission.

**MOTOR VEH THEFT**

**CASE NO:** 20220179      **LOCATION:** 4701 Mission I  
**DATE :** 07/12/2022  
**ACTIVITY:** Unknown suspect removed the victim's vehicle from the parking lot without permission.

<b>CASE NO:</b>	<b>LOCATION:</b>
<b>DATE :</b>	
<b>ACTIVITY:</b>	

**BURGLARY TO AUTO**

<b>CASE NO:</b>	20220170	<b>LOCATION:</b>	2707 W 50th T
<b>DATE :</b>	07/08/2022		
<b>ACTIVITY:</b>	Unknown suspect(s) entered 2 vehicles that were unlocked in the driveway without permission.		

<b>CASE NO:</b>	20220172	<b>LOCATION:</b>	2000 W 47th Pl
<b>DATE:</b>	7/8/2022		
<b>ACTIVITY:</b>	Unknown suspect(s) removed the catalytic converter from the vehicle without permission.		

<b>CASE NO:</b>	20220173	<b>LOCATION:</b>	4705 Rainbow Blvd
<b>DATE:</b>	7/8/2022		
<b>ACTIVITY:</b>	Unknown suspect(s) entered the unlocked vehicle and removed several items without permission.		

<b>CASE NO:</b>	20220174	<b>LOCATION:</b>	2330 Shawnee Msn Pkwy
<b>DATE:</b>	7/8/2022		
<b>ACTIVITY:</b>	Unknown suspect(s) broke the passenger window to gain access and took a gym bag and a purse without permission.		



WESTWOOD  
COURT SUMMARY  
JULY, 2022

COURT DATE	ARRAIGNMENTS	TRIALS	FINES	LETTERS	WARRANTS
July 08, 2022	38	05	\$ 6,432.50	16	25
July 22, 2022	09	06	\$ 3,217.00	02	07
<b>TOTALS</b>					
July, 2022	47	11	\$ 9,649.50	18	32
July, 2021	92	13	\$ 10,776.00	40	40
<b>TOTAL (9,649.50) less</b>					
* Kansas DL fees:					\$244.00
* Judges Training Fund:					\$ 16.00
* LET Training Fund:					\$ 360.00
* Seat Belt Safety Fund:					\$ 20.00
<b>July, 2022 TOTAL:</b>					<b>\$9,009.50</b>

<b>Y.T.D. TOTALS 2022</b>		<b>Y.T.D. TOTALS 2021</b>	
ARRAIGNMENTS:	336	ARRAIGNMENTS:	513
TRIALS	47	TRIALS:	94
LETTERS:	182	LETTERS:	268
WARRANTS:	165	WARRANTS:	211
FINES:	\$44,029.00	FINES:	\$57,571.75
KS DL FEES:	\$1047.00	KS DL FEES:	\$1260.00
JUDGES FUND:	\$93.50	JUDGES FUND:	\$139.50
L.E.T.FUND:	\$2,067.50	L.E.T FUND:	\$3,187.00
SEAT BELT FUND:	\$40.00	SEAT BELT FUND:	\$180.00

**City of Westwood**  
**Treasurer's Report**  
**7/31/2022**

1. Balance Sheet by Fund – shows overall ending cash balances for the City by Fund.
  - a. Ending unencumbered cash through June of \$3,595,427 and remains up from year end by \$500k. Almost all remaining encumbrances for 2021 were paid out in July which is contributing to the decrease in cash this month.
2. Cash Flow – shows beginning cash by fund and associated revenues and expenditures for each fund in a more summarized format.
3. Statement of Operations – General Fund
  - a. Revenue received for the month of \$169,393. Revenue received year to date of \$2,141,497 compared to the prior year to date of \$2,036,823 which is up by \$105K.
    - i. Taxes – overall up \$124K from prior year. Ad Valorem taxes are up \$30K from prior year. City and County sales tax revenue is up about \$86K compared to prior year, Liquor Tax up \$10K, Motor Vehicle down \$5K and Special Assessments up \$2K.
    - ii. Fees and Licenses – up year to date by \$37K overall. Utility Franchise Fees up by \$28K, Community Room Fees up by \$2K and Occupational Licenses up by \$8K.
    - iii. Building Permits – down by \$49K compared to the prior year, last year had a large permit issued in July.
    - iv. Intergovernmental Fees are the same as last year.
    - v. Fines – are down \$14K from prior year to date.
    - vi. Grants and Donations – up \$125K after receipt of additional ARPA funds.
    - vii. Reimbursements – are up by \$14K from prior year.
    - viii. Miscellaneous Income – Misc. Income down by \$8K from prior.
  - b. Overall, July Expenditures totaled \$176,659. Year to Date Expenditures through July total \$1,434,778 up \$36K compared to the prior year to date.
    - i. General Overhead total expenditures of \$19,631 for the month. Down from prior year by \$57K. Professional Fees has decreased by \$24K, Utilities are down \$22K due to a timing difference in trash billing, Intergovernmental Building Permit reimbursement in the prior year is also decreasing this by \$9K.
    - ii. Administrative expenditures of \$26,843 for the month, up by \$10K. Overall increase in the Salary & Benefits line item by \$29K from prior year largely due to increases in health insurance costs, Employee Expenses down \$2K and Computer Expenses down \$16K.
    - iii. Public Works total expenditures of \$37,694 for the month, year to date is up 30K from the prior year. Salary and Benefits up \$25K, Professional Fees down \$6K, General operating is up \$5K which includes gas and oil expenses and Equipment and Maintenance up \$6K.
    - iv. Police expenditures are \$87,672 this month up from prior year by \$51K. Increases in Salary and Benefits by \$55K, Employee Expenses up \$6K, Professional Fees down \$15K, Equipment and Maintenance up \$4K.
    - v. Parks and Rec total expenditures of \$4,816 for the month, spending up by \$2K from prior year.
  - c. Net Receipts Over (Under) Expenditures in the General Fund are \$(7,266) for the month, year to date Receipts Over Expenditures is positive at \$706,718 which is up from the prior year to date by \$55K.
4. Other Funds – Current Month and Year to Date
  - a. CIP – July Sales Tax was about average at \$28K this month.
  - b. Equipment Reserve – Misc. Income of \$5200 from Sale of 2010 Police Vehicle.

I am happy to answer any questions upon request.

Michelle Ryan  
City of Westwood Treasurer



**City of Westwood, Kansas**  
**Balance Sheet by Fund**  
As of July 31, 2022

	General Fund 07/31/2022	Capital Improvements Fund 07/31/2022	Equipment Reserve Fund 07/31/2022	Stormwater Fund 07/31/2022	Special Highway Fund 07/31/2022	Woodside TIF/CID Fund 07/31/2022	Debt Service Fund 07/31/2022	All Funds 07/31/2022
<b>Assets</b>								
Current Assets								
Cash In Bank	1,742,470.84	573,989.87	228,503.23	284,517.00	163,088.34	419,677.66	107,757.26	3,520,004.20
Cash In Bank - Bond Fund	35,537.80	0.00	0.00	0.00	0.00	0.00	0.00	35,537.80
Cash In Bank - Woodside Village Acct	9.35	0.00	0.00	0.00	0.00	0.00	0.00	9.35
PayPal - City Account	383.98	0.00	0.00	0.00	0.00	0.00	0.00	383.98
Petty Cash	257.75	0.00	0.00	0.00	0.00	0.00	0.00	257.75
Undeposited Funds	34,034.50	0.00	5,200.00	0.00	0.00	0.00	0.00	39,234.50
Total Current Assets	1,812,694.22	573,989.87	233,703.23	284,517.00	163,088.34	419,677.66	107,757.26	3,595,427.58
<b>Total Assets</b>	<b>\$ 1,812,694.22</b>	<b>\$ 573,989.87</b>	<b>\$ 233,703.23</b>	<b>\$ 284,517.00</b>	<b>\$ 163,088.34</b>	<b>\$ 419,677.66</b>	<b>\$ 107,757.26</b>	<b>\$ 3,595,427.58</b>
<b>Liabilities and Fund Balance</b>								
Current Liabilities								
Encumbrances	0.00	9,578.70	0.00	0.00	0.00	0.00	0.00	9,578.70
Woodside Village Deposits	9.19	0.00	0.00	0.00	0.00	0.00	0.00	9.19
Refundable Bond Deposits	36,039.99	0.00	0.00	0.00	0.00	0.00	0.00	36,039.99
KPERS/KPF Payable	3,490.27	0.00	0.00	0.00	0.00	0.00	0.00	3,490.27
Great West 457 Payable	1,326.00	0.00	0.00	0.00	0.00	0.00	0.00	1,326.00
Total Current Liabilities	40,865.45	9,578.70	0.00	0.00	0.00	0.00	0.00	50,444.15
Total Liabilities	40,865.45	9,578.70	0.00	0.00	0.00	0.00	0.00	50,444.15
Fund Balance								
Fund Balance	1,065,110.33	380,357.50	245,440.39	164,344.15	118,218.51	381,142.20	145,754.11	2,500,367.19
Fund Balance - Current Year	706,718.44	184,053.67	(11,737.16)	120,172.85	44,869.83	38,535.46	(37,996.85)	1,044,616.24
Total Fund Balance	1,771,828.77	564,411.17	233,703.23	284,517.00	163,088.34	419,677.66	107,757.26	3,544,983.43
<b>Total Liabilities and Fund Balance</b>	<b>\$ 1,812,694.22</b>	<b>\$ 573,989.87</b>	<b>\$ 233,703.23</b>	<b>\$ 284,517.00</b>	<b>\$ 163,088.34</b>	<b>\$ 419,677.66</b>	<b>\$ 107,757.26</b>	<b>\$ 3,595,427.58</b>

No assurance is provided. Substantially all disclosures omitted.

# City of Westwood, Kansas

## Cash Flow

For the One Month Ended July 31, 2022

	General Fund Month Ending 07/31/2022	Capital Improvements Fund Month Ending 07/31/2022	Equipment Reserve Fund Month Ending 07/31/2022	Stormwater Fund Month Ending 07/31/2022	Special Highway Fund Month Ending 07/31/2022	Woodside TIF/CID Fund Month Ending 07/31/2022	Debt Service Fund Month Ending 07/31/2022	All Funds Month Ending 07/31/2022
<b>Unencumbered Cash, Beginning Period</b>	<b>1,808,559.45</b>	<b>535,388.57</b>	<b>228,503.23</b>	<b>284,517.00</b>	<b>147,365.56</b>	<b>408,444.09</b>	<b>114,426.01</b>	<b>3,527,203.91</b>
<b>Receipts</b>								
Taxes	85,054.58	28,327.60	0.00	0.00	0.00	0.00	0.00	113,382.18
Fees and Licenses	48,464.04	0.00	0.00	0.00	0.00	0.00	0.00	48,464.04
Building Permits	3,932.00	0.00	0.00	0.00	0.00	0.00	0.00	3,932.00
Intergovernmental	24,698.02	0.00	0.00	0.00	0.00	0.00	0.00	24,698.02
Restricted Use	0.00	0.00	0.00	0.00	15,722.78	27,010.38	0.00	42,733.16
Fines	6,637.00	0.00	0.00	0.00	0.00	0.00	0.00	6,637.00
Miscellaneous	607.43	0.00	5,200.00	0.00	0.00	0.00	0.00	5,807.43
<b>Total Receipts</b>	<b>169,393.07</b>	<b>28,327.60</b>	<b>5,200.00</b>	<b>0.00</b>	<b>15,722.78</b>	<b>27,010.38</b>	<b>0.00</b>	<b>245,653.83</b>
<b>Expenditures</b>								
Salary & Benefits	135,421.55	0.00	0.00	0.00	0.00	0.00	0.00	135,421.55
Employee Expenses	1,763.49	0.00	0.00	0.00	0.00	0.00	0.00	1,763.49
Professional Fees	4,072.46	0.00	0.00	0.00	0.00	0.00	0.00	4,072.46
General Operating Expenses	9,861.45	0.00	0.00	0.00	0.00	0.00	0.00	9,861.45
Utilities	18,643.65	0.00	0.00	0.00	0.00	0.00	0.00	18,643.65
Equipment and Maintenance	4,032.94	0.00	0.00	0.00	0.00	0.00	0.00	4,032.94
Street and Stormwater	0.00	(695.00)	0.00	0.00	0.00	0.00	6,668.75	5,973.75
Park and Events	2,863.85	0.00	0.00	0.00	0.00	0.00	0.00	2,863.85
Miscellaneous	0.00	0.00	0.00	0.00	0.00	15,776.81	0.00	15,776.81
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>176,659.39</b>	<b>(695.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,776.81</b>	<b>6,668.75</b>	<b>198,409.95</b>
Prior Year Cancelled Encumbrances	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Increase / (Decrease) in Payables	4,816.27	0.00	0.00	0.00	0.00	0.00	0.00	4,816.27
Increase / (Decrease) in Refundable Bond Deposits	350.00	0.00	0.00	0.00	0.00	0.00	0.00	350.00
<b>Unencumbered Cash, End of Period</b>	<b>\$ 1,812,694.22</b>	<b>\$ 573,989.87</b>	<b>\$ 233,703.23</b>	<b>\$ 284,517.00</b>	<b>\$ 163,088.34</b>	<b>\$ 419,677.66</b>	<b>\$ 107,757.26</b>	<b>\$ 3,595,427.58</b>

No assurance is provided. Substantially all disclosures omitted.

# City of Westwood, Kansas

## Statement of Operations

General Fund

For The One Period and Seven Periods Ended July 31, 2022 and 2021

	Month Ending 07/31/2022	Year To Date 07/31/2022	Year To Date 07/31/2021	Year Ending 12/31/2022	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
<b>Receipts</b>					
Taxes	\$ 85,054.58	\$ 1,444,366.61	\$ 1,319,459.19	\$ 1,852,425.00	(408,058.39)
Fees and Licenses	48,464.04	295,998.55	259,299.55	446,200.00	(150,201.45)
Building Permits	3,932.00	30,084.56	79,492.10	70,000.00	(39,915.44)
Intergovernmental	24,698.02	185,140.95	185,869.29	328,100.00	(142,959.05)
Fines	6,637.00	39,604.25	53,262.75	90,000.00	(50,395.75)
Grants and Donations	0.00	125,215.81	124,475.27	0.00	125,215.81
Reimbursements	0.00	15,007.45	1,101.00	0.00	15,007.45
Miscellaneous	607.43	6,078.85	13,864.17	4,250.00	1,828.85
Total Receipts	169,393.07	2,141,497.03	2,036,823.32	2,790,975.00	(649,477.97)
<b>Expenditures</b>					
General Overhead					
Salary & Benefits	(466.40)	11,647.99	20,735.83	38,450.00	(26,802.01)
Employee Expenses	0.00	5,697.21	1,171.86	6,000.00	(302.79)
Professional Fees	1,773.38	145,070.76	169,383.18	202,550.00	(57,479.24)
General Operating Expenses	911.65	8,794.70	7,267.67	34,000.00	(25,205.30)
Utilities	17,413.01	111,141.29	133,933.83	252,850.00	(141,708.71)
Equipment and Maintenance	0.00	0.00	95.04	0.00	0.00
Park and Events	0.00	3,361.43	1,640.00	14,750.00	(11,388.57)
Miscellaneous	0.00	0.00	0.00	15,000.00	(15,000.00)
Intergovernmental	0.00	0.00	8,718.50	20,000.00	(20,000.00)
Interfund Transfers	0.00	0.00	0.00	127,142.83	(127,142.83)
Total General Overhead	19,631.64	285,713.38	342,945.91	710,742.83	(425,029.45)
Administrative					
Salary & Benefits	26,012.76	182,554.57	153,094.16	289,482.36	(106,927.79)
Employee Expenses	172.50	2,974.47	5,420.99	14,500.00	(11,525.53)
Professional Fees	0.00	175.00	1,460.00	10,200.00	(10,025.00)
General Operating Expenses	658.50	1,458.64	16,915.97	8,000.00	(6,541.36)
Park and Events	0.00	0.00	40.00	2,000.00	(2,000.00)
Interfund Transfers	0.00	0.00	0.00	5,000.00	(5,000.00)
Total Administrative	26,843.76	187,162.68	176,931.12	329,182.36	(142,019.68)

No assurance is provided. Substantially all disclosures omitted.

# City of Westwood, Kansas

## Statement of Operations

General Fund

For The One Period and Seven Periods Ended July 31, 2022 and 2021

	Month Ending 07/31/2022	Year To Date 07/31/2022	Year To Date 07/31/2021	Year Ending 12/31/2022	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
Public Works					
Salary & Benefits	32,842.74	245,372.53	219,816.13	424,712.89	(179,340.36)
Employee Expenses	186.73	3,829.00	3,012.03	7,900.00	(4,071.00)
Professional Fees	0.00	0.00	5,945.00	17,000.00	(17,000.00)
General Operating Expenses	2,058.71	15,716.37	10,520.17	22,550.00	(6,833.63)
Utilities	833.34	5,883.37	7,178.68	14,000.00	(8,116.63)
Equipment and Maintenance	1,773.16	26,262.20	20,230.36	56,000.00	(29,737.80)
Interfund Transfers	0.00	0.00	0.00	50,000.00	(50,000.00)
Total Public Works	37,694.68	297,063.47	266,702.37	592,162.89	(295,099.42)
Police					
Salary & Benefits	77,032.45	574,107.68	519,241.69	1,066,474.23	(492,366.55)
Employee Expenses	1,404.26	12,807.57	6,414.92	27,000.00	(14,192.43)
Professional Fees	2,299.08	22,419.30	38,332.28	61,425.00	(39,005.70)
General Operating Expenses	6,090.48	30,760.43	28,109.33	58,000.00	(27,239.57)
Utilities	247.65	1,422.52	1,513.94	4,500.00	(3,077.48)
Equipment and Maintenance	598.49	8,634.50	4,599.71	10,000.00	(1,365.50)
Park and Events	0.00	0.00	1,045.08	0.00	0.00
Interfund Transfers	0.00	0.00	0.00	30,000.00	(30,000.00)
Total Police	87,672.41	650,152.00	599,256.95	1,257,399.23	(607,247.23)
Parks & Rec					
General Operating Expenses	142.11	442.73	2,169.83	2,000.00	(1,557.27)
Utilities	149.65	5,612.76	8,176.41	30,000.00	(24,387.24)
Equipment and Maintenance	1,661.29	3,247.63	1,556.19	6,000.00	(2,752.37)
Park and Events	2,863.85	5,383.94	791.02	11,850.00	(6,466.06)
Total Parks & Rec	4,816.90	14,687.06	12,693.45	49,850.00	(35,162.94)
Total Expenditures	176,659.39	1,434,778.59	1,398,529.80	2,939,337.31	(1,504,558.72)
Prior Year Cancelled Encumbrances	0.00	0.00	12,810.51	0.00	0.00
<b>Receipts Over (Under) Expenditures</b>	<b>\$ (7,266.32)</b>	<b>\$ 706,718.44</b>	<b>\$ 651,104.03</b>	<b>\$ (148,362.31)</b>	<b>855,080.75</b>

No assurance is provided. Substantially all disclosures omitted.

**City of Westwood, Kansas**  
**Statement of Operations**  
Other Funds  
For The One Period Ended July 31, 2022

	Other Funds					
	Capital Improvements Fund Month To Date 07/31/2022 Actual	Equipment Reserve Fund Month To Date 07/31/2022 Actual	Stormwater Fund Month To Date 07/31/2022 Actual	Special Highway Fund Month To Date 07/31/2022 Actual	Woodside TIF/CID Fund Month To Date 07/31/2022 Actual	Debt Service Fund Month To Date 07/31/2022 Actual
<b>Receipts</b>						
Taxes						
City Sales & Use Tax - Special	28,327.60	0.00	0.00	0.00	0.00	0.00
Total Taxes	\$ 28,327.60	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Restricted Use						
State Hwy Maintenance	0.00	0.00	0.00	3,694.85	0.00	0.00
Special Highway Fund Revenue	0.00	0.00	0.00	12,027.93	0.00	0.00
WV CID-1	0.00	0.00	0.00	0.00	18,722.52	0.00
WV CID-2	0.00	0.00	0.00	0.00	8,287.86	0.00
Miscellaneous	0.00	5,200.00	0.00	0.00	0.00	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	28,327.60	5,200.00	0.00	15,722.78	27,010.38	0.00
<b>Expenditures</b>						
Street and Stormwater						
Capital Improvement Expense	(695.00)	0.00	0.00	0.00	0.00	6,668.75
Total Street and Stormwater	(695.00)	0.00	0.00	0.00	0.00	6,668.75
Miscellaneous						
UMB CID Payment	0.00	0.00	0.00	0.00	15,776.81	0.00
Total Miscellaneous	0.00	0.00	0.00	0.00	15,776.81	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	(695.00)	0.00	0.00	0.00	15,776.81	6,668.75
<b>Receipts Over (Under) Expenditures</b>	<b>\$ 29,022.60</b>	<b>\$ 5,200.00</b>	<b>\$ 0.00</b>	<b>\$ 15,722.78</b>	<b>\$ 11,233.57</b>	<b>\$ (6,668.75)</b>

No assurance is provided. Substantially all disclosures omitted.

**City of Westwood, Kansas**  
**Statement of Operations**  
Other Funds  
For The Seven Periods Ended July 31, 2022

	Other Funds					
	Capital Improvements Fund Year To Date 07/31/2022 Actual	Equipment Reserve Fund Year To Date 07/31/2022 Actual	Stormwater Fund Year To Date 07/31/2022 Actual	Special Highway Fund Year To Date 07/31/2022 Actual	Woodside TIF/CID Fund Year To Date 07/31/2022 Actual	Debt Service Fund Year To Date 07/31/2022 Actual
<b>Receipts</b>						
Taxes						
Ad Valorem Tax	0.00	0.00	0.00	0.00	0.00	15,698.36
City Sales & Use Tax - Special	195,353.71	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Tax	0.00	0.00	0.00	0.00	0.00	573.55
Total Taxes	\$ 195,353.71	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 16,271.91
Restricted Use						
Stormwater Utility Fee	0.00	0.00	121,291.77	0.00	0.00	0.00
State Hwy Maintenance	0.00	0.00	0.00	11,084.55	0.00	0.00
Special Highway Fund Revenue	0.00	0.00	0.00	33,785.28	0.00	0.00
WV Ad Valorem Tax	0.00	0.00	0.00	0.00	189,103.29	0.00
WV CID-1	0.00	0.00	0.00	0.00	305,232.70	0.00
WV CID-2	0.00	0.00	0.00	0.00	48,906.20	0.00
Miscellaneous	0.00	35,700.00	968.80	0.00	0.00	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	195,353.71	35,700.00	122,260.57	44,869.83	543,242.19	16,271.91
<b>Expenditures</b>						
Professional Fees	4,760.00	0.00	0.00	0.00	0.00	0.00
General Operating Expenses	56.10	0.00	0.00	0.00	0.00	0.00
Equipment and Maintenance						
Repairs & Maint Vehicles	0.00	530.60	0.00	0.00	0.00	0.00
Repairs & Maint Storm Sewers	0.00	0.00	313.10	0.00	0.00	0.00
Machinery & Equipment Purchase	0.00	46,906.56	0.00	0.00	0.00	0.00
Total Equipment and Maintenance	0.00	47,437.16	313.10	0.00	0.00	0.00
Street and Stormwater						
Capital Improvement Expense	6,483.94	0.00	0.00	0.00	0.00	13,337.50
Stormwater Expense	0.00	0.00	526.07	0.00	0.00	0.00
Leaf Pickup Expenses	0.00	0.00	1,248.55	0.00	0.00	0.00
Total Street and Stormwater	6,483.94	0.00	1,774.62	0.00	0.00	13,337.50
Miscellaneous						
UMB TIF Payment	0.00	0.00	0.00	0.00	379,577.72	0.00
UMB CID Payment	0.00	0.00	0.00	0.00	125,129.01	0.00
Interest on GO Bond	0.00	0.00	0.00	0.00	0.00	40,931.26
Total Miscellaneous	0.00	0.00	0.00	0.00	504,706.73	40,931.26
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	11,300.04	47,437.16	2,087.72	0.00	504,706.73	54,268.76
<b>Receipts Over (Under) Expenditures</b>	<b>\$ 184,053.67</b>	<b>\$ (11,737.16)</b>	<b>\$ 120,172.85</b>	<b>\$ 44,869.83</b>	<b>\$ 38,535.46</b>	<b>\$ (37,996.85)</b>

No assurance is provided. Substantially all disclosures omitted.



## COUNCIL ACTION FORM

Meeting Date: August 11, 2022

Staff Contact: Curt Mansell, Police Chief

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Agenda Item: Consider Ordinance No. 1030 Relating to Prohibited Parking or Stopping and Speed Limits within School Zones

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

The streets near schools, as well as those along primary walking routes to and from any school, are critical public infrastructure. Safety of children and others using school facilities is paramount. The new Westwood View Elementary is scheduled to open August 11, 2022. City staff has been working with school officials in developing safe traffic and pedestrian routes to and from the school. In doing so, it was determined that there would need to be new/modified ordinance(s) in regard to parking restrictions and required school zones.

### **Parking Restrictions:**

Current No Parking ordinance 14-202 states “PARKING OR STOPPING PROHIBITED. No person shall stop, stand, or park a vehicle except when necessary to avoid conflict with other traffic, or in compliance with the directions of a police officer or traffic control device, in any of the following places.”

Per ordinance language, for the purposes of this action, when the term “No Parking” is used, it is implied or understood this also restricts both stopping and standing.

#### **Belinder Ave.**

Current City regulations restrict parking on the east side of the street from the Fairway city limit to W. 47<sup>th</sup> Street at all times. No changes recommended.

Current City regulations also restrict parking at all times on the west side of the street from W. 50<sup>th</sup> Street to a point 100 feet both to the north and south at all times. No changes recommended.

Current City regulations restrict parking on the remaining west side of Belinder Ave. from W. 47<sup>th</sup> Street to the Fairway city limit during specified times. Those restrictions are No Parking from 2 AM to 9 AM and 4 PM to 6 PM Seven Days a Week.

Recommended changes are to expand the evening time restrictions on the west side of the street by two hours, from the current 4 PM to 6 PM to 2 PM to 6 PM from a point at W. 49<sup>th</sup> Terr south to W. 50<sup>th</sup> Terr. The new time expansion will provide for less congestion and safer pedestrian travel during arrival and dismissal times at the elementary school.

#### **West 50<sup>th</sup> Street**

Current City regulations restrict parking on the north side of the street from Rainbow Boulevard to Belinder Avenue at all times. No changes are recommended.

Current City regulations restrict parking on W. 50<sup>th</sup> Street to a point 100 feet both to the east and to the west of Belinder Ave. at all times. No changes recommended.

Current City regulations restrict parking from the west boundary of 2511 W. 50<sup>th</sup> Street (old WWV) to Rainbow Boulevard at all times. No changes recommended.

Other than the prohibition of overnight 2-hour parking from midnight to 6 AM, there are NO current restrictions on the south side of W. 50<sup>th</sup> St. from a point 100 feet east of Belinder Ave. to the west boundary of 2511 W. 50<sup>th</sup> St. Staff recommends additional restrictions of No Parking 7 AM to 9 AM and 2 PM to 6 PM for less congestion and safer pedestrian travel during arrival and dismissal times at the elementary school.

#### W 49<sup>th</sup> Terr

The only current parking restrictions on W. 49<sup>th</sup> Terrace both to the east and west of Belinder Ave., would be no parking within 30 feet of a stop sign and the prohibition of overnight 2-hour parking from midnight to 6 AM.

Staff proposes further restrictions be applied at this intersection. NO PARKING within 100 feet on W. 49<sup>th</sup> Terrace from a point both 100 feet east and west of Belinder Avenue on both sides of the street at all times. With the addition of the crosswalks at the intersection on Belinder and on W. 49<sup>th</sup> Terr this will ensure adequate sight distance by preventing vehicles from parking any closer than 100 feet from the corners of the intersection.

#### **School Zones:**

The Manual on Uniform Traffic Control Devices (MUTCD) recommends school zones extend two hundred (200) feet in all directions as measured from the nearest property line of the school. Staff recommendations are in relation to W. 50<sup>th</sup> Street and Belinder Ave. as outlined below will provide compliance with the MUTCD.

#### W. 50<sup>th</sup> Street

A school zone currently exists on W. 50<sup>th</sup> Street from Rainbow Boulevard to Belinder Ave. as established in Westwood City Code 14-102(c). With the old Westwood View serving Rushton Elementary School in the Spring of 2023, no changes are recommended until after Rushton has vacated that property.

The establishment of an added school zone on W. 50<sup>th</sup> St., west of Belinder to Norwood St. will be required to satisfy MUTCD recommendations.

#### Belinder Ave.

Establishment of an added school zone on Belinder Avenue from the north property line of the address at 4914 Belinder Avenue to the intersection of W. 50<sup>th</sup> Ter. will be required to satisfy MUTCD recommendations.

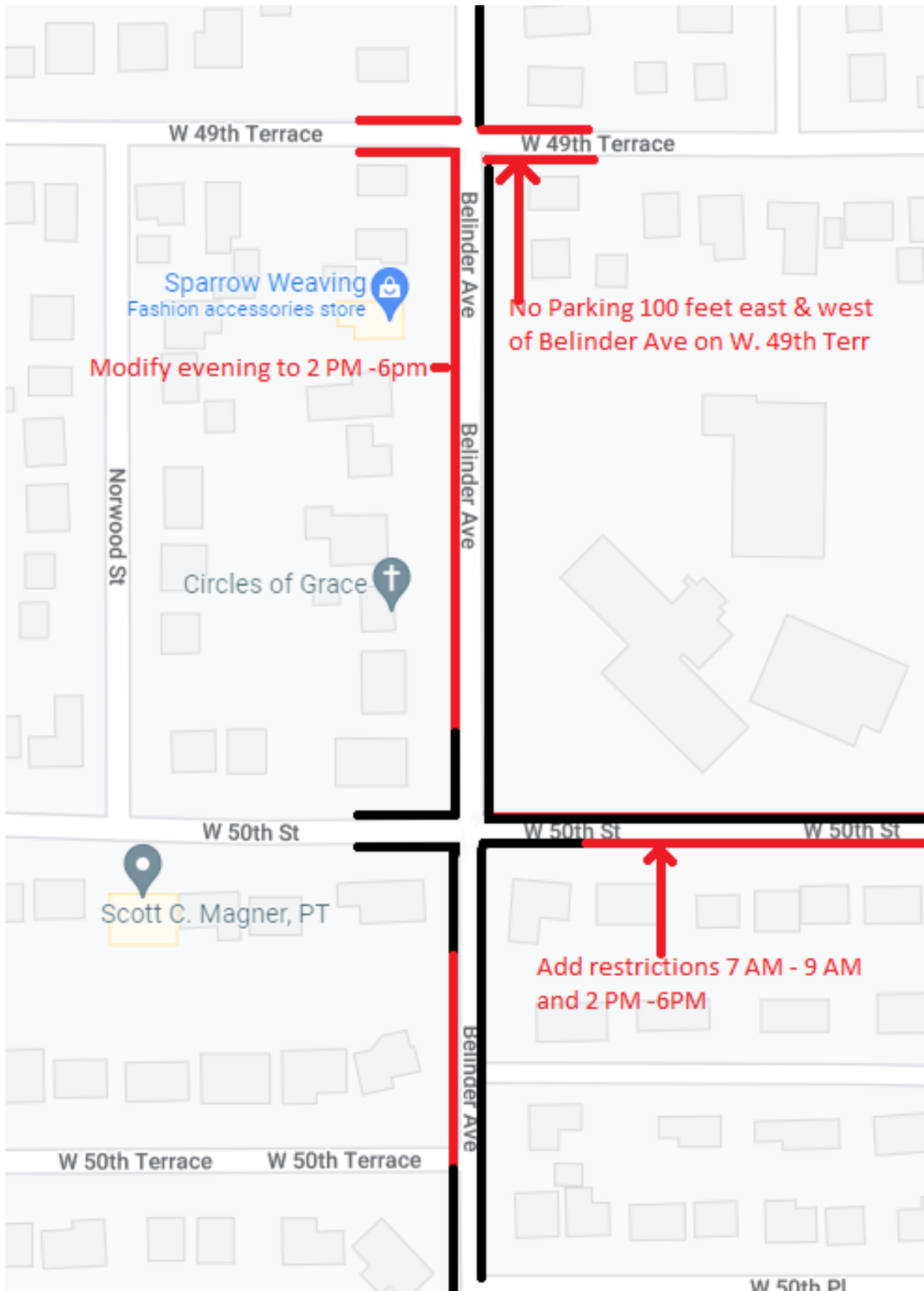
Maps illustrating all recommended changes are included in the meeting packet. The highlighted ordinance language indicates the areas of the municipal code language being modified.

#### *Suggested Motion*

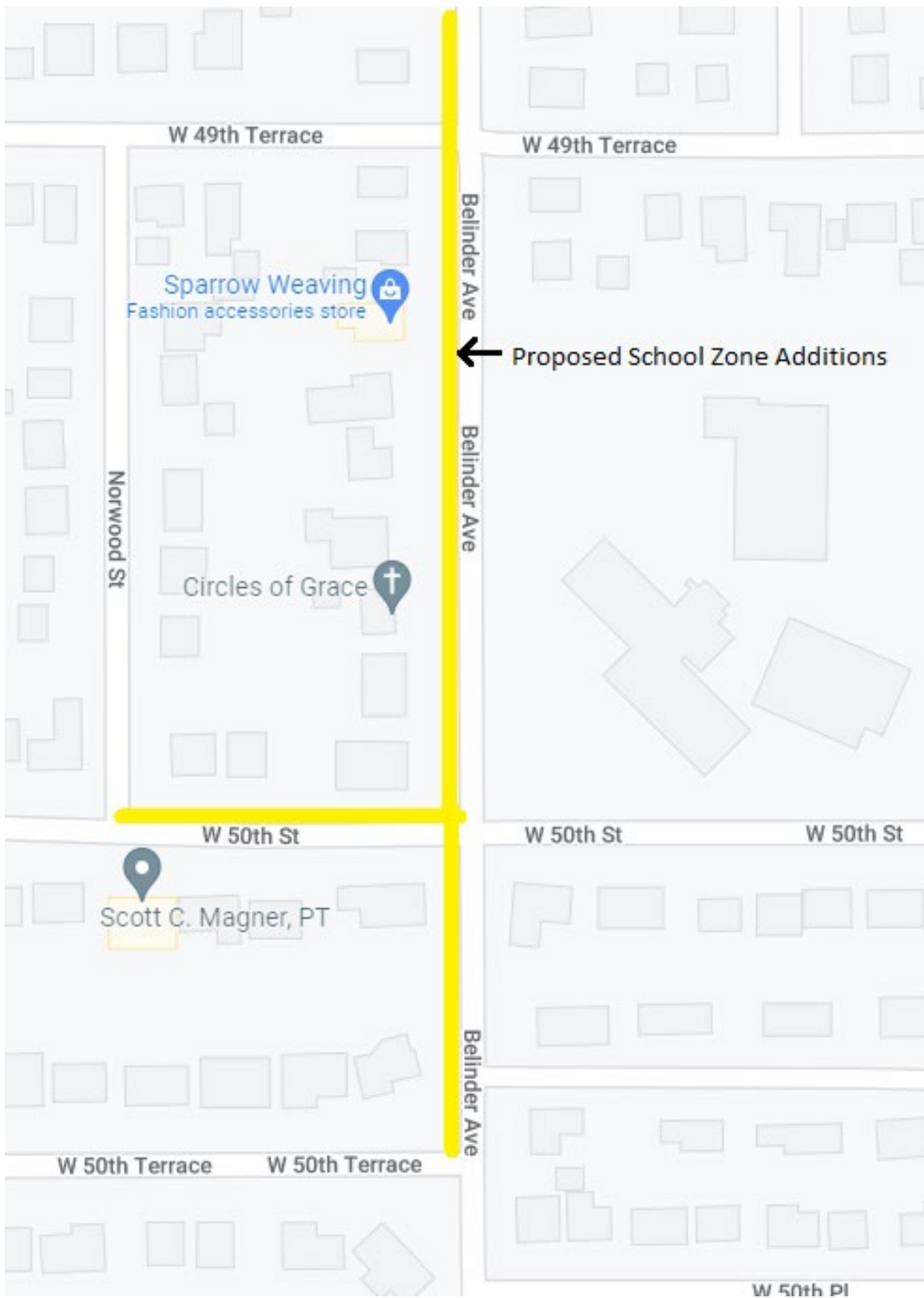
*I move to adopt Ordinance No. 1030 amending Section 14-202 and Section 14-102(c) of the Westwood Municipal Code.*

## Proposed Parking Restrictions

Proposed expanded restriction shown in Red. Black indicates current restrictions.



## Proposed School Zone Additions



## **ORDINANCE NO. 1030**

**AN ORDINANCE AMENDING SECTION 14-202 OF THE WESTWOOD MUNICIPAL CODE ENTITLED “PARKING OR STOPPING PROHIBITED” AND AMENDING 14-102(C) RELATING TO SPEED LIMITS WITHIN SCHOOL ZONES.**

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

SECTION 1. That Chapter 14, Article 2, Section 14-202 of the Westwood City Code is hereby amended to read as follows:

14-202 PARKING OR STOPPING PROHIBITED. No person shall stop, stand, or park a vehicle except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places:

- (a) Shawnee Mission Parkway;
- (b) Rainbow Boulevard within the city;
- (c) The west side of State Line Road from the north city limits to the south city limits at all times;
- (d) The east side of Belinder Avenue at any time and also on the west side of Belinder Avenue between the hours of 2:00 a.m. and 9:00 a.m. and the west side of Belinder Avenue from 47th Avenue to 49th Terrace between the hours of 4:00 p.m. and 6:00 p.m. and the west side of Belinder Avenue from 49th Terrace to the southernmost 50th Terrace intersection between the hours of 2:00 p.m. and 6:00 p.m.;
- (e) The east side of Mission Road from the north city limits being 47<sup>th</sup> Street to the south city limits being 53rd Street, at all times;
- (f) The south side of 48th Terrace between Rainbow Boulevard west to Adams Street;
- (g) Both sides of 47th Place from Rainbow Boulevard to State Line Road, at all times;
- (h) North side of 49th Street from Rainbow Boulevard west to Adams Street, at all times;
- (i) Within 100 feet west of the intersection of 50th Street and Belinder Avenue, within 100 feet east of the intersection of 50th Street and Belinder Avenue, within 100 feet north of the intersection of 50th Street and Belinder Avenue, and within 100 feet south of the intersection of 50th Street and Belinder Avenue;
- (j) The west side of Adams Street between 49th Terrace and 50th Street, at all times;
- (k) The west side of Booth Street between 49th Terrace and 50th Street, at all times;

- (l) The south side of 47th Terrace from Rainbow Boulevard to State Line Road, at all times;
- (m) The north side of 48th Street from Rainbow Boulevard to State Line Road, at all times;
- (n) The north side of W. 48th Street, from the west pavement edge of Rainbow Boulevard west 250 feet to the west side of the rear service drive behind Westwood Village, at all times;
- (o) The south side of W. 48th Street, from 85 feet west of the Rainbow Boulevard pavement edge west to Booth Street, between the hours of 6:00 a.m. to 5:00 p.m., Monday thru Friday;
- (p) The south side of W. 48th Street, from 85 feet west of the west pavement edge of Rainbow Boulevard east to Rainbow Boulevard, at all times;
- (q) The south side of 47th Terrace from Rainbow Boulevard to State Line Road, at all times;
- (r) The north side of 48th Street from Rainbow Boulevard to State Line Road, at all times;
- (s) The north side of 50th Street from Rainbow Boulevard to Belinder Avenue, at all times;
- (t) The south side of 50th Street from the west boundary of 2511 West 50th Street to Rainbow Boulevard, at all times and the south side of 50th Street from a point 100 feet east of Belinder Ave. to the west boundary of 2511 W. 50th St. between the hours of 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 6:00 p.m.;
- (u) On the southeast side of West 51st Street from 2331 West 51st Street to Rainbow Boulevard from 7:00 a.m. to 6:00 p.m., and on the northeast side of West 51st Street from the westernmost point of the Westwood View School property line east to the driveway of the Westwood Christian Church from 8:00 a.m. to 4:00 p.m.;
- (v) The west side of Belinder Avenue south from its intersection with West 47th Street 100 feet, at all times;
- (w) Within 100 feet of Belinder on W. 49th Terrace from a point 100 feet east and west of Belinder Avenue on both sides of the street at all times;
- (x)-(z) Reserved;
- (aa) On any street, public road or highway within the city for more than two hours between the hours of 12:01 am. and 6:00 a.m.;
- (bb) On a sidewalk;
- (cc) On a crosswalk;
- (dd) Within 15 feet of a fire hydrant;
- (ee) Blocking any driveway, emergency exit, fire lane, pedestrian walking lane or on the grass or other unpaved surface of any property or on any public curb;
- (ff) On any loading zone while not actually engaged in loading or unloading property or passenger;
- (gg) Within 30 feet of a stop sign or traffic signal;
- (hh) At any other place where official signs prohibit parking;

- (ii) Notwithstanding the above, the City, through its designated personnel, shall have the authority to grant a parking permit to park a vehicle in contravention of the above restrictions for a period not to exceed three hundred sixty-five (365) days, upon a showing of the applicant's necessity, and upon a determination that public safety will not be adversely affected by the granting of such permit. The permit shall state the person to whom it is issued, the location where parking is to be permitted, the vehicle to be parked, any conditions thereon in the public interest, and the duration of the permit.

SECTION 2. That Chapter 14, Article 1, Section 14-102(c) of the Westwood City Code is hereby amended to read as follows:

- (c) Twenty (20) miles per hour between the hours of 7:30 a.m. and 4:30 p.m. of any day school is in session upon 50th Street from Rainbow Boulevard to Norwood St. and from the north property line of the address at 4914 Belinder Avenue to the southernmost intersection of W. 50th Ter.

SECTION 3. That Chapter 14, Article 2, Sections 14-202 and Chapter 14, Article 1, Section 14-102(c) of the Westwood City Code, to the extent inconsistent with the above, are hereby repealed.

SECTION 4. This Ordinance shall take effect and be in force from and after its passage, approval, and publication in the official city newspaper.

PASSED by the Governing Body this 11<sup>th</sup> day of August, 2022.

APPROVED by the Mayor this 11<sup>th</sup> day of August, 2022.

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David E. Waters, Mayor

ATTEST:

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Leslie Herring, City Clerk

APPROVED AS TO FORM:

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Ryan B. Denk, City Attorney

## COUNCIL ACTION FORM

Staff Report

Meeting Date: August 11, 2022

Staff Contact: John Sullivan, Public Works Director

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Agenda Item: Consider Approving Change Order for JM Fahey for 2021 Streets Project

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### Background/Description of Item

In August 2021, the Governing Body approved a contract with JM Fahey Construction Company for an amount not to exceed \$381,083.70 for the 2021 streets program, which included improvements to:

- a. the existing alley between W. 48<sup>th</sup> Street and W. 48<sup>th</sup> Terrace,
- b. State Line Road from the North City limits of the City of Westwood to the South City limits of Westwood Hills jointly with Kansas City, Missouri, and
- c. W. 48<sup>th</sup> Street and W. 47<sup>th</sup> Terrace between Rainbow Boulevard and State Line Road as well as certain alley ways located within that area.

This work was delayed until May 2022 due to the installation of new gas mains and services on W. 47<sup>th</sup> Terrace, W. 48<sup>th</sup> Street, State Line Rd., Rainbow Blvd, and the associated alley ways, and the final invoice, including a change order and final quantity adjustments, was received by the City in July 2022.

The City's purchasing policy does not provide guidance for how to handle change orders when a contract has been approved by the Council with a not to exceed amount which the change order exceeds. Neither Change Order #1 nor the Final Quantity Adjustments were approved by the City Council and both exceed staff's independent purchasing authority. Change Order #1 includes the following:

- a. \$24,466.49 oil adjustment for increased materials costs, which is being reimbursed by Kansas Gas due to their delay of the project;
- b. \$2,050.00 underdrain excavation, which was caused due to hitting rock during the work;
- c. \$1,848.24 thermoplastic cost, which is being reimbursed by the City of Westwood Hills and Kansas City, MO since the work was performed in their jurisdictions; and
- d. \$4,235.90 concrete pavement patch, which was caused due to a sink hole developing on 48<sup>th</sup> Street.

### Staff Comments/Recommendation

City staff will conduct a review of multiple policies and procedures this fall in light of the change in organizational structure approved by the Governing Body this year. As part of this review, staff will make recommendations to the Governing Body for modifications to the purchasing policy to account for this situation in future contracts so certain pay adjustments to vendors can be made administratively to allow for the timely payment of vendors.

### *Suggested Motion*

*I move to approve payment of Change Order #1 in the amount of \$32,612.51 and the Final Quantity Adjustments in the amount of \$11,041.62 on the JM Fahey contract for the 2021 streets program.*



CITY OF WESTWOOD, KS

2021 PROJECTS  
WESTWOOD, KS

22008

PAY ESTIMATE NUMBER: #1

Date: July 8, 2022  
Contractor: J.M. Fahey Construction Co., Inc.

ORIGINAL CONTRACT AMOUNT: \$381,083.70

Change Order # 1	\$32,612.51
Change Order # 2	\$0.00
Change Order # 3	\$0.00
Final Quantity Adjustments	\$11,041.62

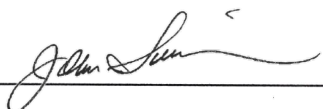
REVISED CONTRACT AMOUNT: \$424,737.83

TOTAL WORK COMPLETED:	\$	424,737.83
Less Retainage:	\$	4,247.38
Less Pay Estimate No. 1:	\$	-
Less Pay Estimate No. 2:	\$	-
Less Pay Estimate No. 3:	\$	-
Less Pay Estimate No. 4:	\$	-
Less Pay Estimate No. 5:	\$	-
Less Pay Estimate No. 6:	\$	-
Less Pay Estimate No. 7:	\$	-
Less Pay Estimate No. 8:	\$	-
Less Pay Estimate No. 9:	\$	-

PAYMENT DUE CONTRACTOR: \$ 420,490.45

Balance of Contract:	\$0.00
% Complete to Date:	100%
% Paid to Date	0.0%

Submitted by: Steven Kaspar Date: 7/19/22  
J.M. Fahey Construction Co., Inc.

Approved:  Date: 07/20/2022

2021 PROJECTS  
CITY OF WESTWOOD, KS  
JMFCC PROJECT: 22008  
PAY ESTIMATE: #1 REVISED  
PAY PERIOD END: 07/7/22

UNIT ITEM	DESCRIPTION	ESTIMATED QUANTITY	Unit	UNIT PRICE	TOTAL	UNITS COMPLETED - PAY #1	TOTAL UNITS	TOTAL CLAIMED UNITS	\$ COMPLETED WORK	\$TOTAL PREVIOUS APPLICATIONS	\$ AMOUNT THIS APPLICATION
#	Mobilization	2.00	EA	\$ 1,200.00	\$ 2,400.00	2.00	2.00		\$ 2,400.00	\$ -	\$ 2,400.00
#	Traffic Control	2.00	EA	\$ 1,300.00	\$ 2,600.00	2.00	2.00		\$ 2,600.00	\$ -	\$ 2,600.00
#	Construction Staking	2.00	EA	\$ 300.00	\$ 600.00	2.00	2.00		\$ 600.00	\$ -	\$ 600.00
#	Remove Curb and Gutter	26.00	LF	\$ 12.00	\$ 312.00	41.00	41.00		\$ 492.00	\$ -	\$ 492.00
#	Remove Concrete Sidewalk	5.00	SY	\$ 80.00	\$ 400.00	3.00	3.00		\$ 240.00	\$ -	\$ 240.00
#	3" Asphalt Mill	4097.10	SY	\$ 4.50	\$ 18,436.95	4,148.60	4,148.60		\$ 18,668.70	\$ -	\$ 18,668.70
#	Remove Concrete Pavement	46.90	SY	\$ 17.00	\$ 797.30	49.00	49.00		\$ 833.00	\$ -	\$ 833.00
#	Erosion Control	2.00	EA	\$ 250.00	\$ 500.00	0.00	0.00		\$ -	\$ -	\$ -
#	3" Asphalt Overlay	4097.10	SY	\$ 12.50	\$ 51,213.75	4,148.60	4,148.60		\$ 51,857.50	\$ -	\$ 51,857.50
#	Concrete Curb and Gutter	122.20	LF	\$ 64.00	\$ 7,820.80	41.00	41.00		\$ 2,624.00	\$ -	\$ 2,624.00
#	Concrete Sidewalk	5.00	SY	\$ 125.00	\$ 625.00	3.00	3.00		\$ 375.00	\$ -	\$ 375.00
#	Concrete Pavement 8"	46.90	SY	\$ 130.00	\$ 6,097.00	49.00	49.00		\$ 6,370.00	\$ -	\$ 6,370.00
#	Pavement Markings, Yellow 4" Thermoplastic -Lane Lines	2265.00	LF	\$ 1.10	\$ 2,491.50	2,096.00	2,096.00		\$ 2,305.60	\$ -	\$ 2,305.60
#	Pavement Markings, White 24" Thermoplastic -Stop Bar	81.00	LF	\$ 24.25	\$ 1,964.25	54.00	54.00		\$ 1,309.50	\$ -	\$ 1,309.50
#	C.A.R.S. Sign	1.00	EA	\$ 800.00	\$ 800.00	1.00	1.00		\$ 800.00	\$ -	\$ 800.00
	<b>PROJECT #1 TOTALS</b>				<b>\$ 97,058.55</b>				<b>\$ 91,475.30</b>		<b>\$ 91,475.30</b>
#	Mobilization	1.00	EA	\$ 2,500.00	\$ 2,500.00	1.00	1.00		\$ 2,500.00	\$ -	\$ 2,500.00
#	Traffic Control	1.00	EA	\$ 2,200.00	\$ 2,200.00	1.00	1.00		\$ 2,200.00	\$ -	\$ 2,200.00
#	Construction Staking	1.00	EA	\$ 1,500.00	\$ 1,500.00	1.00	1.00		\$ 1,500.00	\$ -	\$ 1,500.00
#	Remove Curb and Gutter	600.50	LF	\$ 12.00	\$ 7,206.00	618.00	618.00		\$ 7,416.00	\$ -	\$ 7,416.00
#	2" Asphalt Mill	5776.00	SY	\$ 2.75	\$ 15,884.00	5,721.70	5,721.70		\$ 15,734.68	\$ -	\$ 15,734.68
#	Remove Concrete Sidewalk	3.10	SY	\$ 100.00	\$ 310.00	12.70	12.70		\$ 1,270.00	\$ -	\$ 1,270.00
#	Remove Concrete Pavement	23.30	SY	\$ 17.00	\$ 396.10	35.10	35.10		\$ 596.70	\$ -	\$ 596.70
#	Remove Asphalt Pavement	281.40	SY	\$ 12.00	\$ 3,376.80	233.00	233.00		\$ 2,796.00	\$ -	\$ 2,796.00
#	EROSION CONTROL	1.00	EA	\$ 1,000.00	\$ 1,000.00	0.00	0.00		\$ -	\$ -	\$ -
#	2" Asphalt Overlay	5776.00	SY	\$ 8.75	\$ 50,540.00	5,721.70	5,721.70		\$ 50,064.88	\$ -	\$ 50,064.88
#	Concrete Curb and Gutter	384.90	LF	\$ 64.00	\$ 24,633.60	623.00	623.00		\$ 39,872.00	\$ -	\$ 39,872.00
#	Concrete Sidewalk	3.10	SY	\$ 125.00	\$ 387.50	12.70	12.70		\$ 1,587.50	\$ -	\$ 1,587.50
#	Concrete Pavement 8"	149.50	SY	\$ 130.00	\$ 19,435.00	322.00	322.00		\$ 41,860.00	\$ -	\$ 41,860.00
#	Asphalt Pavement (Full Depth)	25.00	SY	\$ 150.00	\$ 3,750.00	0.00	0.00		\$ -	\$ -	\$ -
#	8" Gravel	5.70	SY	\$ 200.00	\$ 1,140.00	5.00	5.00		\$ 1,000.00	\$ -	\$ 1,000.00
#	4" HDPE Pipe in Gravel trench w/ Fabric	100.00	LF	\$ 55.00	\$ 5,500.00	75.00	75.00		\$ 4,125.00	\$ -	\$ 4,125.00
#	12" AdvanEDGE Drain (includes fittings)	18.00	LF	\$ 60.00	\$ 1,080.00	18.00	18.00		\$ 1,080.00	\$ -	\$ 1,080.00
#	Remove and Replace Curb Inlet Lid and Throat	1.00	EA	\$ 5,000.00	\$ 5,000.00	1.00	1.00		\$ 5,000.00	\$ -	\$ 5,000.00
#	Sodding disturbed areas	107.81	EA	\$ 45.00	\$ 4,851.45	0.00	0.00		\$ -	\$ -	\$ -
	<b>PROJECT #2 TOTALS</b>				<b>\$ 150,690.45</b>				<b>\$ 178,602.75</b>		<b>\$ 178,602.75</b>
#	Mobilization	1.00	EA	\$ 1,200.00	\$ 1,200.00	1.00	1.00		\$ 1,200.00	\$ -	\$ 1,200.00
#	Traffic Control	1.00	EA	\$ 600.00	\$ 600.00	1.00	1.00		\$ 600.00	\$ -	\$ 600.00
#	Construction Staking	1.00	EA	\$ 300.00	\$ 300.00	1.00	1.00		\$ 300.00	\$ -	\$ 300.00
#	Remove Curb and Gutter	14.00	LF	\$ 12.00	\$ 168.00	17.00	17.00		\$ 204.00	\$ -	\$ 204.00
#	Remove Asphalt Pavement	128.90	SY	\$ 12.00	\$ 1,546.80	128.00	128.00		\$ 1,536.00	\$ -	\$ 1,536.00
#	Remove Concrete Pavement	16.50	SY	\$ 17.00	\$ 280.50	16.00	16.00		\$ 272.00	\$ -	\$ 272.00
#	Erosion Control	1.00	EA	\$ 500.00	\$ 500.00	0.00	0.00		\$ -	\$ -	\$ -
#	Concrete Curb and Gutter	14.00	LF	\$ 64.00	\$ 896.00	17.00	17.00		\$ 1,088.00	\$ -	\$ 1,088.00
#	Concrete Pavement 8"	40.00	SY	\$ 130.00	\$ 5,200.00	37.00	37.00		\$ 4,810.00	\$ -	\$ 4,810.00
#	Concrete Alley 8"	122.20	SY	\$ 200.00	\$ 24,440.00	138.00	138.00		\$ 27,600.00	\$ -	\$ 27,600.00
#	Sodding disturbed areas	34.30	SY	\$ 45.00	\$ 1,543.50	0.00	0.00		\$ -	\$ -	\$ -
	<b>PROJECT #3 TOTALS</b>				<b>\$ 36,674.80</b>				<b>\$ 37,610.00</b>		<b>\$ 37,610.00</b>

#	Mobilization	2.00	EA	\$ 1,200.00	\$ 2,400.00	2.00	2.00		\$ 2,400.00	\$ -	\$ 2,400.00
#	Traffic Control	2.00	EA	\$ 1,300.00	\$ 2,600.00	2.00	2.00		\$ 2,600.00	\$ -	\$ 2,600.00
#	Construction Staking	2.00	EA	\$ 300.00	\$ 600.00		0.00		\$ -	\$ -	\$ -
#	3" Asphalt Mill	4457.10	SY	\$ 4.50	\$ 20,056.95	4,457.10	4,457.10		\$ 20,056.95	\$ -	\$ 20,056.95
#	Erosion Control	2.00	EA	\$ 250.00	\$ 500.00		0.00		\$ -	\$ -	\$ -
#	3" Asphalt Overlay	4457.10	SY	\$ 12.50	\$ 55,713.75	4,457.10	4,457.10		\$ 55,713.75	\$ -	\$ 55,713.75
#	Concrete Curb and Gutter	122.20	LF	\$ 64.00	\$ 7,820.80		0.00		\$ -	\$ -	\$ -
#	Pavement Markings, Yellow 4" Thermoplastic -Lane Lines	1582.00	LF	\$ 1.30	\$ 2,056.60	1,212.00	1,212.00		\$ 1,575.60	\$ -	\$ 1,575.60
#	Pavement Markings, White 4" Thermoplastic -Lines	412.00	LF	\$ 3.15	\$ 1,297.80	169.00	169.00		\$ 532.35	\$ -	\$ 532.35
#	Pavement Markings, White 24" Thermoplastic -Stop Bar	48.00	LF	\$ 24.25	\$ 1,164.00	46.00	46.00		\$ 1,115.50	\$ -	\$ 1,115.50
#	Pavement Markings, White Thermoplastic -Turn Arrow	2.00	EA	\$ 425.00	\$ 850.00	1.00	1.00		\$ 425.00	\$ -	\$ 425.00
#	Reuse/Relocate WWH C.A.R.S. Sign	2.00	EA	\$ 800.00	\$ 1,600.00		0.00		\$ -	\$ -	\$ -
	<b>PROJECT #4 TOTALS</b>				<b>\$ 96,659.90</b>				<b>\$ 84,419.15</b>		<b>\$ 84,419.15</b>
	AC Oil Adjustment	2111.00	TONS	\$ 11.59	\$ 24,466.49	2,111.00	2,111.00		\$ 24,466.49	\$ -	\$ 24,466.49
	Underdrain Excavation	1.00	EA	\$ 2,050.00	\$ 2,050.00	1.00	1.00		\$ 2,050.00	\$ -	\$ 2,050.00
	6" Thermoplastic	303.00	LF	\$ 6.04	\$ 1,830.12	306.00	306.00		\$ 1,848.24	\$ -	\$ 1,848.24
	Concrete Pavement Patch	1.00	EA	\$ 4,265.90	\$ 4,265.90	1.00	1.00		\$ 4,265.90	\$ -	\$ 4,265.90
					<b>\$ 32,612.51</b>				<b>\$ 32,630.63</b>		<b>\$ 32,630.63</b>
	<b>CONTRACT TOTAL</b>				<b>\$ 413,696.21</b>				<b>\$ 424,737.83</b>	<b>\$ -</b>	<b>\$ 424,737.83</b>

## COUNCIL ACTION FORM

Meeting Date: August 11, 2021

Staff Contact: Leslie Herring, CAO/City Clerk  
John Sullivan, Public Works Director

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Agenda Item: Consider Passing Authority to Award Contract Commitment of City Funds for 47th Complete Street Project

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### Background / Description of Item

The City of Westwood and the Unified Government of Wyandotte County – Kansas City, KS (UG) have partnered to make certain improvements to 47<sup>th</sup> St./47<sup>th</sup> Ter./County Line Rd. between Mission Rd. and Rainbow Blvd. Each city has agreed and understands that the costs attributable to their respective cities shall be borne by that city, as memorialized in the interlocal agreement included for reference in the meeting packet.

This project was awarded federal funds through the Kansas Department of Transportation's (KDOT) Surface Transportation Program (STP) and is being administered by KDOT on behalf of the cities. KDOT held a bid opening/letting for the construction on July 20, 2022 and received a total of four (4) bids through its competitive process. Westwood staff has since confirmed with UG staff that they are willing and able to proceed with accepting the low bid, which authorization and remittance of funds to KDOT is due by September 8, 2022. The UG will remit its half of the local match to KDOT independent of the City of Westwood.

### Budget Impact

The March 2018 engineer's estimate of construction costs, on which the federal match was based is \$1,301,722.69. The federal match was awarded in the amount of \$1,047,000, which reflects the 80%/20% federal/local match on which the STP is based. The City's local contribution to the project – which is due to KDOT as project administrator – is \$962,500, which is 50% of the \$1,924,106 total local match (aka City Funds) and is broken out as follows:

Totals				
	City Funds	Federal Funds	State Funds	Total Funds
Federal Non-Participating Construction	\$83,624			\$83,624
Federal Non-Participating CE	\$18,308			\$18,308
Fund 1- 80% Federal Funds		\$1,047,000		\$1,047,000
Fund 1- 20% City Funds	\$261,750			\$261,750
City Funds Due to Max Funding	\$1,560,424			\$1,560,424
Total	\$1,924,106	\$1,047,000	\$0	\$2,971,106

Amount to Bill City (Rounded Up)	\$1,925,000
----------------------------------	-------------

This \$962,500 expense constitutes the total City cost in the 2022 CIP for this project. 2021 CIP expenses incurred were for design engineering and right-of-way (ROW) acquisition and have now been fully-invoiced. The City of Westwood's portion of the design engineering costs is \$145,058 and our ROW acquisition costs totaled \$19,350. Any differences in the final actual amount of construction costs and/or construction engineering would be reconciled by KDOT in 2023 following project completion.

In order to fund this project, City staff recommends the following approach:

- **Wait to install the streetlights on the Belinder Ct. and Booth St. cul-de-sacs until 2023 to delay that expense.** With the delays in construction due to utility work on 47<sup>th</sup> St., the streetlights won't be installed on 47<sup>th</sup> St. until 2023 and so installation on the cul-de-sacs could still be coordinated to occur simultaneously.
- **Divert the budgeted 2022 transfer from the Stormwater Utility Fund to the Equipment Reserve Fund.** The 2022 adopted budget calls for a transfer of \$60,000 from the Stormwater Utility Fund to the Equipment Reserve Fund. This transfer was budgeted to plan ahead for the 2024 FY purchase of a new street sweeper. However, operational changes planned for the City's leaf pick-up program would extend the meaningful life of the existing street sweeper and result in an equipment expense/purchase in 2024 of significantly less. Staff will reduce the 2024 Public Works expense in the Equipment Reserve Fund from \$264,000 to \$100,000. This change in operational planning allows the City to divert that 2022 \$60,000 transfer from the Stormwater Utility Fund to the CIP Fund to help cover the increased cost of the 47<sup>th</sup> Street Complete Streets project. This adjustment effectively increases the 2022 transfer to the CIP Fund from the Stormwater Utility Fund from \$100,000 to \$160,000.
- **Delay the Mission Rd. Complete Streets Project one year.** This project has been planned for design in 2023 and construction in 2024 and is a joint project with Roeland Park and is partially funded by Johnson County through its CARS program. This will allow the fund balance in the CIP to rebuild in 2023 and 2024 to accommodate the expense of that project. Roeland Park staff has agreed to adjust its CIP should the City of Westwood desire to delay one year.

After making these adjustments to accommodate the cost of the 47<sup>th</sup> St. Complete Streets project, City staff anticipates a very low CIP Fund balance/cash carryforward in FY 2023, less than \$50,000. However, the City's General Fund balance and fund balance in other funds are healthy enough to make limited unscheduled transfers in the case the CIP Fund requires it to maintain a positive fund balance. An updated 2022 – 2027 CIP is included in the meeting packet for review.

#### *Suggested Motion*

*I move to authorize the Kansas Department of Transportation to award the contract for the 47<sup>th</sup> Street Complete Street Project to Miles Excavating, Inc. in the amount of \$2,437,477 and to authorize payment to KDOT of the City of Westwood's share of project costs in the amount of \$962,500.*



## CIP Fund

			Project Cost	2022	2023	2024	2025	2026	2027
<b>Revenues</b>	Cash Carryforwad			\$ 732,612	\$ 38,765	\$ 229,765	\$ 391,712	\$ 423,855	\$ 743,644
	Special Sales Tax			\$ 310,000	\$ 310,000	\$ 310,000	\$ 310,000	\$ 310,000	\$ 310,000
	Reimbursement - KCMO								
	Reimbursement - JoCo CARS			\$ 259,000			\$ 299,150		
	Reimbursement - WWH								
	Reimbursement - UG			\$ 169,112.00					
	Reimbursement - KS Gas			\$ 24,466.49					
<b>Transfers</b>									
	General Fund			\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
	Expensed to Special Highway Fund			\$ 40,000	\$ -	\$ -	\$ 40,000	\$ 40,000	\$ 40,000
	Stormwater Utility Fund			\$ 160,000	\$ -	\$ -	\$ 75,000	\$ 75,000	\$ 75,000
	Debt Service			\$ (175,000)	\$ (175,000)	\$ (175,000)	\$ (175,000)	\$ (175,000)	\$ (175,000)
<b>CIP Projects</b>	<b>CIP Annual Budgeted Resources</b>			<b>\$ 1,620,190</b>	<b>\$ 273,765</b>	<b>\$ 464,765</b>	<b>\$ 1,040,862</b>	<b>\$ 773,855</b>	<b>\$ 1,093,644</b>
47th Terrace, 48th Street and Alleys	Total Westwood Cost		\$ 222,230	\$ 43,654.13					
W. 47th Street, Mission Road to Rainbow Blvd	Total Westwood Cost		\$ 3,279,952	\$ 962,500					
State Line Road, South City Limits to North City Limits	Total Westwood Cost		\$ 203,135						
W. 47th Place, Rainbow Blvd. to State Line Road	Total Westwood Cost		\$ 780,000						
Mission Road, 53rd Street to 47th Street	Total Westwood Cost		\$ 430,487			\$ 42,693	\$ 430,487		
Westwood View Related Improvements	Total Westwood Cost		\$ 65,000	\$ 65,000					
Belinder Avenue, South City Limits to West 47th Street	Total Westwood Cost								
Misc.									
	<b>Streets - Sub Total</b>			<b>\$ 1,071,154</b>	<b>\$ -</b>	<b>\$ 42,693</b>	<b>\$ 430,487</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Street Lights</b>									
47th Street - Mission Rd. to Rainbow Blvd.	Total		\$ 338,224.00	\$ 338,224					
Belinder Ct. and Booth off 47th St.			\$ 73,000.00	\$ 44,000	\$ 29,000				
Mission Road, 53rd Street to 47th Street			\$ 186,880.00			\$ 15,360	\$ 171,520		
W. 50th Street, Rainbow Boulevard to Mission Road			\$ 115,500.00						
W 47th Ter - Belinder Ave to Mission Rd.			\$ 55,000.00						
Street Lights, Pole Repair and Replacement			\$5,000/year	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
	<b>Streetlights - Sub Total</b>			<b>\$ 387,224</b>	<b>\$ 34,000</b>	<b>\$ 20,360</b>	<b>\$ 176,520</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>
<b>Stone Wall Repair</b>									
4800 Rainbow Blvd Colonial Building Replacement									
	Construction		\$ 76,352						
	Design Engineering		\$ 7,600						
Miscellaneous Repair and Replacement			\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
	<b>Stone Wall Repair - Subtotal</b>			<b>\$ 10,000</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>
<b>Studies</b>									
Pavement Management Study			\$ 13,581	\$ 13,581				\$ 15,211	
Facilities Feasibility Study			\$ 75,000	\$ 75,000					
	<b>Studies - Subtotal</b>			<b>\$ 88,581</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,211</b>	<b>\$ -</b>
<b>Facilities</b>									
Public Works - Roof Coating, Snow Guards, Replace South Side Building Panels			\$ 50,188						
Public Works - Back Lot Replacement/Enlargement			\$ 75,000						
City Hall - Parking Lot Repair			\$ 25,000						
Public Works & City Hall - Reinvestment			\$ 2,275,000						
	<b>Facilities Subtotal</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
	<b>CIP Annual Budgeted Expenditures</b>			<b>\$ 1,556,959</b>	<b>\$ 44,000</b>	<b>\$ 73,053</b>	<b>\$ 617,007</b>	<b>\$ 30,211</b>	<b>\$ 15,000</b>

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745



Phone: 785-296-3861  
Fax: 785-296-6946  
kdot#publicinfo@ks.gov  
http://www.ksdot.org

Julie L. Lorenz, Secretary  
Tod L. Salfrank, Chief

Laura Kelly, Governor

July 21, 2022

**Project Number: 046 N-0697-01  
STP-N069(701)**

City of Westwood  
Mr. John Sullivan  
Public Works Director  
4700 Rainbow  
Westwood, KS 66205-

Dear Mr. Sullivan:

We are listing below the bidder and the low bid received at Topeka, KS on 7/20/2022 for the above numbered project.

CONTRACTOR	TYPE OF WORK	AMOUNT
MILES EXCAVATING, INC.	Westwood: 47th Complete Street Project	\$2,437,477
BASEHOR, KS		

This is considered satisfactory when compared with the engineer's estimate, and we believe that contracts should be awarded to the low bidder. If this bid is acceptable to the City, please sign the enclosed resolution and return it to this office. In order to guarantee the low bid, we must receive the expected resolution on or before 8/12/2022. Upon receipt of the signed resolution and approval by the Secretary of Transportation the contract will be awarded.

A combination of bid items and construction engineering less a maximum of \$1,047,000 Federal funds will require City matching funds in the amount of \$1,925,000. The City remittance should be made on or before 9/8/2022.

Sincerely,

for Tod L. Salfrank, Chief  
Bureau of Local Projects

tls/lmr  
Enclosures  
c Mayor/City Manager  
Ms. Pam Anderson, Chief of Fiscal Services  
Mr. Leroy Koehn, P.E., District One Engineer

**AUTHORITY TO AWARD CONTRACT  
COMMITMENT OF CITY FUNDS**  
7/22/2022

2 Copies to City  
Project Number: 046 N-0697-01  
STP-N069(701)

WHEREAS bids were received at Topeka, KS on 7/20/2022 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
MILES EXCAVATING, INC.	Westwood: 47th Complete Street Project	\$2,437,477
BASEHOR, KS		

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

**A combination of bid items and construction engineering less a maximum of \$1,047,000  
Federal funds will require City matching funds in the amount of \$1,925,000.**

BE IT FURTHER RESOLVED that City funds in the amount of \$1,925,000 which are required for the matching of Maximum Federal funds are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 9/8/2022 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

The City certifies that no known or foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and/or regulations required for completion.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, Kansas.

Recommended for Approval:

\_\_\_\_\_  
City Engineer/Road Supervisor

\_\_\_\_\_, Mayor

Attest:

\_\_\_\_\_, Member

(Seal)

\_\_\_\_\_, Member

\_\_\_\_\_  
City Clerk



# INVOICE

**\*Keep for your Records\***

**Due on or before 9/8/2022**

PRELIMINARY STATEMENT OF COSTS

046 N-0697-01

STP-N069(701)

Westwood: 47th Complete Street Project

Please Remit Payment to:  
Kansas Department of Transportation  
Bureau of Fiscal Services  
700 SW Harrison Street, 3rd Floor West  
Topeka, KS 66603

Construction and CE Breakdown	
Actual Bid	\$2,437,162
Water (for grading)	\$315
<b>Sub-Total Actual Bid Amount</b>	<b>\$2,437,477</b>
LPA CE Contract	\$533,629
<b>Sub-Total Construction and CE</b>	<b>\$2,971,106</b>
Federal-aid Non-Participating Const. Costs	\$83,624
Federal-aid Non-Participating CE	\$18,308
Participating PE Costs	\$0
Participating Railroad Costs	\$0
Participating ROW Costs	\$0
Participating Utility Costs	\$0
<b>Federal Participating Project Costs</b>	<b>\$2,869,174</b>
<b>Total Project Costs</b>	<b>\$2,971,106</b>

CE Breakdown	
Total LPA CE	\$533,629
Federal Non-Participating CE	\$18,308
Federal Participating CE	\$515,321

Federal/City Funding Summary	
<b>Total Project Costs</b>	<b>\$2,971,106</b>
100% City Funds Due to Non-Participating	\$101,932
Federal Participating Project Costs	\$2,869,174
Fund 1- Available Funding	\$1,308,750
80% Federal Funds	\$1,047,000
20% City Funds	\$261,750
100% City Funds Due to Max Funding	\$1,560,424

<b>Fund 1- Maximum Federal Funds 80/20</b>	<b>\$1,047,000</b>
--------------------------------------------	--------------------

Key	
KDOT	Kansas Department of Transportation
LPA	Local Public Authority
CE	Construction Engineering (Inspection)
Const.	Construction

Totals				
	City Funds	Federal Funds	State Funds	Total Funds
Federal Non-Participating Construction	\$83,624			\$83,624
Federal Non-Participating CE	\$18,308			\$18,308
Fund 1- 80% Federal Funds		\$1,047,000		\$1,047,000
Fund 1- 20% City Funds	\$261,750			\$261,750
City Funds Due to Max Funding	\$1,560,424			\$1,560,424
<b>Total</b>	<b>\$1,924,106</b>	<b>\$1,047,000</b>	<b>\$0</b>	<b>\$2,971,106</b>

<b>Amount to Bill City (Rounded Up)</b>	<b>\$1,925,000</b>
-----------------------------------------	--------------------



## BUREAU OF CONSTRUCTION & MATERIALS

### As Read By Project (Bidders List by Individual Project)

Date: 07/20/2022

Contract Number: 522072151

Project Number: 046 N 0697-01

Federal Number: STP-N069(701)

Description: GRADING AND SURFACING

County: JOHNSON

State Ties: --

Total Records: 4

[Helpful Definitions](#)

Contractor Name	Bid Amount
MILES EXCAVATING, INC.	\$2,437,162.00
KANSAS HEAVY CONSTRUCTION LLC	\$2,616,627.00
AMINO BROTHERS COMPANY INC	\$2,629,522.00
J M FAHEY CONSTRUCTION COMPANY	\$2,996,192.00

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[SAFETY INFORMATION](#)  
[STATE MAPS](#)  
[TOURIST INFORMATION](#)

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[DESIGN CONSULTANTS](#)  
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AGREEMENT AMONG

The City of Westwood  
The Unified Government of Wyandotte County /  
Kansas City, Kansas

THIS AGREEMENT made and entered into this 15<sup>th</sup> day of June, 2020, by and among the City of Westwood, Kansas, a Municipal Corporation ("Westwood"), and the Unified Government of Wyandotte County / Kansas City, Kansas ("Unified Government" or "U.G."), (collectively referred to as "Parties"), each party having been duly organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, the Cities desire to improve 47<sup>th</sup> Street from Rainbow Boulevard / US-169 at the Eastern boundary to Mission Road at the Western boundary; and

WHEREAS, the Cities wish to engage in a general project scope to include a road diet, including improvement and reconstruction of sidewalks and roadway, construction of designated bicycle lanes, pedestrian crossings with refuge islands and installation of landscaping ("Project"); and

WHEREAS, in coordination with the Unified Government, Westwood submitted a bid to the Kansas Department of Transportation ("KDOT") through the Mid-America Regional Council ("MARC") requesting grant funding for the Project and was awarded a grant identified by KDOT as Project Number: N-0692-01;

WHEREAS, KDOT has requested that Westwood enter into a contract providing for grant funding and construction of the Project which will require the coordination and cooperation of the Parties as the boundary line between Westwood and the Unified Government generally bisects 47<sup>th</sup> street at the centerline of the street right-of-way, which contract is attached hereto as Exhibit A ("KDOT Agreement");

WHEREAS, pursuant to the aforementioned KDOT Agreement certain duties and responsibilities must be met by the Parties to receive the funding and benefit of the improvements relating to the Project;

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

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the Cities do hereby agree in detail as follows:

1. RATIFICATION OF KDOT AGREEMENT: The Parties recognize and acknowledge that the KDOT Agreement entered into by Westwood identified as Exhibit A, although the Unified Government is not a party to such KDOT Agreement, has been entered into by Westwood for the mutually beneficial purpose of completion of the Project. Accordingly, with respect to such KDOT Agreement, the Unified Government does hereby agree to perform all acts necessary to enable the City of Westwood to comply with the terms and conditions of such KDOT Agreement. The Unified Government

does hereby authorize Westwood and its agents, representatives and employees to take such action on its behalf as is necessary to ensure compliance with Exhibit A and to ensure completion of the Project.

2. ESTIMATED PROJECT COST AND FUNDING OF THE PROJECT:

A. **Definition of Terms.** Unless otherwise specifically defined within this Agreement, the terms defined within Article I of the KDOT agreement attached hereto as Exhibit A, are specifically incorporated herein by reference. Such relevant definitions include, but are not limited to:

- i. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- ii. **"Construction Contingency Items"** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
- iii. **"Construction Engineering"** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
- iv. **"Letting" or "Let"** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
- v. **"Non-Participating Costs"** means the costs of any items or services which the Secretary, acting on the Secretary's own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
- vi. **"Participating Costs"** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
- vii. **"Preliminary Engineering"** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
- viii. **"Right of Way"** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
- ix. **"Utilities" or "Utility"** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

B. **Construction.** The total estimated Construction cost of the Project is \$ 1,497,038.59 as reflected on the opinion of probable cost prepared by CFS Engineers attached hereto as Exhibit B. The parties recognize that this is a cost estimate and that the final Project Construction costs will vary from this estimate. Each party shall be responsible for the total costs of Project Construction within the respective party's jurisdiction. Each party shall have the exclusive control of the scope of Construction of the Project within such party's jurisdiction, provided that the scope of construction must be sufficient to meet the grant requirements which are attached hereto as Exhibit C.

C. **KDOT Funding.** Pursuant to the agreement with KDOT attached hereto as Exhibit A, KDOT has agreed to provide Project Construction funding in an amount not to exceed \$1,047,000.00. The parties recognize that estimated and likely Construction costs exceed the funding provided by KDOT and accordingly, each party shall be required to fund Construction costs within such party's respective jurisdiction in excess of that funding provided by KDOT. Provided that there are sufficient eligible Participating Costs of Construction within each party's respective jurisdiction, the parties agree that the KDOT Project funding shall be divided equally between the Parties with half of such funding expended and applied to Construction costs in each party's respective jurisdiction.

D. **Non-Construction.** The Parties recognize that there are Non-Participating Costs which are outside of the opinion of probable cost reflected on Exhibit B and which are not eligible for KDOT funding. These Non-Participating Costs include but are not limited to Preliminary Engineering, Right of Way acquisition and Utility relocation. Each party agrees to be responsible for such Non-Participating Costs related to the Project within their respective jurisdiction. To the extent that a Non-Participating Cost cannot be allocated to the Project within one of the party's respective jurisdiction, the Parties agree to equally divide payment.

E. **Other Costs.** Any uncovered costs and expenses as described hereinabove shall be allocated among the parties as follows:

(1) The cities shall each pay all actual costs and expenses for construction for uncovered costs and expenses that is within each respective jurisdiction based on actual quantities at the price bid. Charged items, where additional charges, shall be allocated pro rata to the jurisdiction affected based on said jurisdiction's respective percentage of the actual costs of any such change or charge.

(2) Actual in-place, as-built quantities of any uncovered costs and expenses will be provided by the Project Engineer for the project, and final accounting will be based upon those quantities.

F. **Audits and Reimbursement of Non-Participating Costs.** Pursuant to Article III, at Paragraph 22 of Exhibit A, KDOT has the right to conduct an accounting with respect to the Project. The Cities agree to perform such acts as are necessary to comply with any such audits. If any such audit reveals that payments have been made with State or Federal funds by the Cities for items considered Non-Participating or if any such accounting results in the disallowance of costs for other reasons, the Cities shall reimburse KDOT for such items upon notification from KDOT according to the actual costs and expenses for construction that is within each respective jurisdiction.

3. DURATION AND TERMINATION AGREEMENT: The parties agree that this Agreement shall exist until the completion and acceptance of the Project. The parties do not contemplate that any property will be acquired which will require disposal upon partial or complete termination of this agreement. The work described herein shall be deemed completed and this Agreement shall be terminated upon written certification to the parties, by KDOT, that said Project has been accepted as submitted.

4. PLACING AGREEMENT IN FORCE: The Attorneys for the Cities shall cause sufficient copies of this Agreement to be executed to provide each party hereto with a duly executed copy of this Agreement for its official records. Execution of this Agreement by the Cities is authorized by K.S.A. § 12-2908.

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

CITY OF WESTWOOD, KANSAS

  
\_\_\_\_\_  
Mayor David Waters


ATTEST:

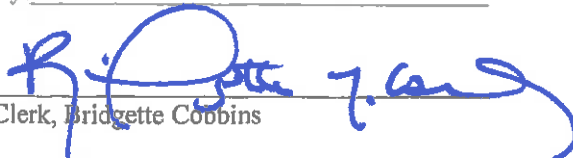
  
\_\_\_\_\_  
City Clerk, Leslie Herring

Approved as to form:

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

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/  
KANSAS CITY, KANSAS

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

  
\_\_\_\_\_  
Clerk, Bridgette Cobbins

Approved as to form:

\_\_\_\_\_  
Chief Counsel, Ken Moore

PROJECT NO. 46 N-0697-01  
STP-N069(701)  
ROADWAY IMPROVEMENTS  
CITY OF WESTWOOD, KANSAS

## AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Westwood, Kansas** ("City"), collectively, the "Parties."

### RECITALS:

- A. The City has requested and Secretary has authorized a city street Project, as further described in this Agreement.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city streets utilizing federal funds.
- C. The Secretary and the City desire to construct the Project.
- D. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such federal aid, such work is required to be done in accordance with the laws of Kansas.

**NOW THEREFORE**, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

### ARTICLE I

**DEFINITIONS:** The following terms as used in this Agreement have the designated meanings:

- 1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **"City"** means the City of Westwood, Kansas, with its place of business at 4700 Rainbow Blvd, Westwood, KS 66205.
- 3. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- 4. **"Construction Contingency Items"** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.



5. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
12. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.
13. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
14. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.



16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
18. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **reconstructing to include a road diet, sidewalks, designated bicycle lanes, pedestrian crossings with refuge islands, and landscaping on W. 47<sup>th</sup> Avenue from west of Mission Road to US-169 (Rainbow Blvd) in Westwood, Kansas**, and is the subject of this Agreement.
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
24. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

## ARTICLE II

### SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT’s Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives to obtain participation of federal funds in the cost of the Project.

2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.

3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

4. **Payment of Costs.** The Secretary agrees to be responsible for eighty percent (80%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed \$1,047,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$1,308,750.00 for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project.

5. **Final Billing.** After receipt of FHWA acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the City is responsible and shall then transmit the complete and final billing to the City.

### ARTICLE III

#### CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken, prosecuted and completed for and on behalf of the City by the Secretary acting in all things as its agent, and the City hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection with the Project are hereby by the City authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the City acting in its own individual corporate capacity instead of by its agent. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design

criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project.

4. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

5. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article III, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

6. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 3 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- (b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) **Third Party Beneficiary.** Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

"Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and

costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

7. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

8. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

9. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) **Right of Way Documentation.** The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on KDOT Right of Way. With regard to any bike or pedestrian paths or sidewalks ("Trail/Sidewalk") constructed pursuant to the Design Plans, the City agrees as follows:

- (i) City Responsible for Repairs and Providing Alternative Accessible Routes. The City agrees that the primary purpose of KDOT Right of Way is for the construction and maintenance of US-169. If the construction or maintenance of US-169 reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, the City shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of US-169 construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, the City will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.
- (ii) Interference with KDOT Right of Way. If the Secretary, in the Secretary's sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.
- (iii) Incorporation of Trail/Sidewalk into Local Transportation System. The City agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135.
- (iv) Maintenance. When the Project is completed and final acceptance is issued, the City, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation

Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the City's absolute duty and obligation to maintain the Trail/Sidewalk.

(f) Use of City Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing the Project.

10. Removal of Encroachments. The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

11. Future Encroachments. Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

12. Utilities. The City agrees to the following with regard to Utilities:

(a) Utility Relocation. The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Status of Utilities. The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and

those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

13. **Hazardous Waste.** The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste

on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

14. **Inspections.** The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City or the Consultant. The Secretary does not undertake for the benefit of the City, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The City will require at a minimum all personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. The agreement for inspection services must contain this requirement as a minimum. The City may require additional clothing requirements for adequate visibility of personnel.

15. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

(b) **Permanent Traffic Control.** The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to FHWA approval.

(c) **Parking Control.** The City will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.



16. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

17. **Maintenance.** When the Project is completed and final acceptance is issued the City will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

18. **Financial Obligation.** The City will be responsible for twenty percent (20%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to \$1,308,750.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$1,308,750.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

19. **Remittance of Estimated Share.** The City shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The date indicated for the City to deposit its estimated share of the total Project expenses is fifty (50) days after the Letting date.

20. **Cap Amount for Project Costs.** The City agrees that the "Not to Exceed" dollar amount above is subject to change as listed in the City's MPO's Transportation Improvement Plan ("TIP"). Final "Not to Exceed" dollar amounts will be determined by the Secretary at the time of Letting. Any necessary changes to the "Not to Exceed" amounts will be documented through a supplemental agreement.

21. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

22. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

23. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse

the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

#### ARTICLE IV

##### GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.
2. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
3. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07.16.19), which is attached hereto, are hereby incorporated in this contract and made a part hereof.
4. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
5. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.
6. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

***The signature page immediately follows this paragraph.***

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF WESTWOOD, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

Kansas Department of Transportation  
Secretary of Transportation

By: \_\_\_\_\_  
Burt Morey, P.E. (Date)  
Deputy Secretary and  
State Transportation Engineer

### CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

**KANSAS DEPARTMENT OF TRANSPORTATION**

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

**PREAMBLE**

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

**CLARIFICATION**

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

**ASSURANCE APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745  
Julie L. Lorenz, Interim Secretary  
Michael J. Stringer, P.E., Chief



Phone: 785-296-3861  
Fax: 785-296-2079  
kdot#publicinfo@ks.gov  
<http://www.ksdot.org>  
Laura Kelly, Governor

January 29, 2019

**Project Number: 046 N-0697-01**  
**STP-N069(701)**

City of Westwood  
Mr. John Sullivan  
Public Works Director  
4700 Rainbow  
Westwood, KS 66205-

Dear Mr. Sullivan:

Your awarded FFY 2022 MARC-STP project has been programmed and assigned the following project numbers:

**Project Name:** Westwood: 47th Complete Street Project  
**KDOT Project Number:** 046 N-0697-01  
**Federal Project Number:** STP-N069(701)

The approved Kansas Department of Transportation Project Authorization for this project is enclosed.

Also, attached to this letter is a Project Schedule. The dates are furnished as a guide to aid in maintaining this project on a recommended project development schedule. The letting date has been tentatively set and the amount of funds and/or the obligation authority available could cause the schedule to be revised. If the letting date is revised or the completion of the items fluctuate significantly from the dates listed, the schedule will be revised to indicate the new tentative letting date and project schedule.

If you have any questions, please do not hesitate to contact us or your BLP Project Manager, Bill Legge, P.E..

Michael J. Stringer, P.E., Chief  
Bureau of Local Projects

Digitally signed by Lisa M. Roth  
DN: cn=Lisa M. Roth,  
o=Kansas Department of  
Transportation, st=Kansas,  
c=US  
Date: 2019.01.29  
11:01:21-06:00

for Tod L. Salfrank  
Assistant Bureau Chief

mjs/tls/lmr  
Enclosures  
c Bill Legge, P.E., BLP Project Manager  
Nelda Buckley, P.E., BLP Road Team Supervisor  
Mr. Leroy Koehn, P.E., District One Engineer



**KANSAS DEPARTMENT OF TRANSPORTATION  
PROJECT AUTHORIZATION**

Sheet 1 of 6

Program Addition					
<b>Project Number:</b>	N-0697-01	<b>Prog. Cat / Subcat:</b>	LC / RES	<b>District:</b>	01
<b>Primary Route:</b>		<b>Env. Class:</b>	CLASS IIB	<b>MPO Area:</b>	MARC
<b>Primary County:</b>	046	<b>Route Class-MFV:</b>		<b>Sales Tax Exempt:</b>	Exempt
<b>Prim Fed Proj Num:</b>	STP-N069(701)	<b>NHS Project:</b>	N	<b>Leaders</b>	
<b>Length (mi):</b>	0.500	<b>FHWA Func. Class-MFV:</b>	MAC	<b>Proj. Mgr:</b>	Bill Legge
<b>FY Programmed:</b>	2022	<b>Design Criteria:</b>	AASHTO	<b>Area Engineer:</b>	Kevin Kellerman
<b>Sched. Best Let (M17):</b>	April-2022	<b>FHWA Oversight:</b>	STAAS	<b>Road Design:</b>	
<b>Letting Type:</b>	KDOT	<b>KDOT Program:</b>	TWORK	<b>Bridge Design:</b>	
<b>Technical Name:</b>	Westwood: 47th Complete Street Project				
<b>Technical Location:</b>	Westwood: W 47th Avenue from west of Mission Road to US-169 (Rainbow Blvd)				
<b>Technical Scope:</b>	Road diet, sidewalks, designated bicycle lanes, pedestrian crossings with refuge islands, landscaping				
<b>Friendly Name:</b>	Roadway Improvements in Westwood				
<b>Friendly Location:</b>	W 47th Avenue from west of Mission Road to Rainbow Blvd				
<b>Friendly Scope:</b>	Roadway reconstruction, pedestrian crossing and sidewalks, bike lane				
<b>Reason / Justification for Change:</b>	Program Addition: Project requested by the City of Westwood. MARC TIP #354002. This project will use FFY 2022 STP funds at 80/20 in the Construction and CE work phases up to the maximum of \$1,047,000. The city will be responsible for 100% of all other work phases, any non-participating costs, and anything over the project maximum of \$1,047,000.				

**Initiated By:** Local Projects

( Salfrank )

**Signature:**

Signed by Tod L Salfrank at 1/17/2019 9:20:33 AM on PC DT17LP81

Comments:

Signed by Mark K Taylor at 1/23/2019 5:21:07 PM on PC DT16PC04

**Chief of Program & Project Management**

**FHWA Concurrence**

☒ Proposed Environment Classification

Signed by Javier Ahumada at 1/23/2019 10:00:56 AM on PC DT0FHA01

**STE PROJECT AUTHORIZATION** ☒ Approve ☐ Disapprove  
Comments:

Signed by Catherine M Patrick at 1/28/2019 7:40:17 AM on PC DT02AD05

# KANSAS DEPARTMENT OF TRANSPORTATION PROJECT AUTHORIZATION

**Initiated Date:** 1/4/2019

N-0697-01 Westwood: 47th Complete Street Project

Sheet 2 of 6

Work Phase	Original Estimate	Current Estimate	WP Fund Category	Prorata	Fund Max
CONST	1,651,267	1,651,267	STATE	0.00%	0
			STP	63.4%	0
			U0587	36.59%	0
CE	100,000	100,000	STATE	0.00%	0
			STP	0.00%	0
			U0587	100.00%	0
<b>Totals:</b>	1,751,267	1,751,267			

Project Fund Category	Project Fund Prorata	Sum Of WP Maximums	Project Maximum
STATE	0.00%	0	0
STP	59.78%	0	1,047,000
U0587	40.21%	0	0

# KANSAS DEPARTMENT OF TRANSPORTATION PROJECT AUTHORIZATION

**Initiated Date:** 1/4/2019

N-0697-01 Westwood: 47th Complete Street Project

Sheet 3 of 6

## Project Schedule

<u>MI/CP</u>	<u>Name</u>	<u>Sched Start</u>	<u>Act Start</u>	<u>OBSE</u>	<u>Responsible OBSE Manager</u>
M15	Kauth	7/19/2019		ELP	Tod Salfrank
C86	Begconsel	8/19/2019		ELP	Tod Salfrank
C07	Bgagr	1/16/2020		ELP	Tod Salfrank
C13	Cycoa	4/14/2020		ELP	Tod Salfrank
C87	Endconsel	4/21/2020		ELP	Tod Salfrank
M10	Fcrec	6/22/2020		ELN	Nelda Buckley
C29	Fdchk	11/23/2020		ELN	Nelda Buckley
C50	Ocrec	3/23/2021		ELN	Nelda Buckley
C23	Envcl	4/16/2021		ELN	Nelda Buckley
C92	Dessumapr	4/21/2021		ELN	Nelda Buckley
M20	Offck	5/20/2021		ELN	Nelda Buckley
C33	Fnckr	8/20/2021		ELN	Nelda Buckley
M12	Finck	9/20/2021		ELN	Nelda Buckley
C57	Plrow	10/13/2021		ELN	Nelda Buckley
C06	Appap	10/14/2021		ERE	Polly Jones
C05	Apcom	10/15/2021		ERP	Kathrine Shade
C75	Utilp	10/15/2021		ELN	Nelda Buckley
C46	Ngcom	10/18/2021		ERC	
C73	Utagr	10/18/2021		RDP	Steve Kooser
C74	Utcom	10/19/2021		ELN	Nelda Buckley
C60	Prpcl	10/19/2021		ELN	Nelda Buckley
C78	Wrrec	10/19/2021		ELN	Nelda Buckley
C15	Darec	10/19/2021		ELN	Nelda Buckley
M14	Fnplc	11/3/2021		ELN	Nelda Buckley
C48	Oblap	11/18/2021		PPT	Chuck Protasio
C56	Plcom	12/17/2021		ELN	Nelda Buckley
M22	Prcom	12/20/2021		PPT	Chuck Protasio
C08	Bgpse	1/4/2022		OCR	Abe Rezayazdi
C89	Ceagree	3/17/2022		ELP	Tod Salfrank
C03	Adver	3/22/2022		PPT	Chuck Protasio
M17	Lettg	4/20/2022		PPT	Chuck Protasio
C02	Aaout	4/27/2022		ELP	Tod Salfrank
C01	Aacom	5/11/2022		ELP	Tod Salfrank
C47	Notpr	5/19/2022		OC0	Greg Schieber
M19	Notac	11/24/2022		OC0	Greg Schieber
M11	Final	5/29/2023		AF0	Rhonda Seitz
M41	FedEnd	11/26/2024		PPF	Susie Lovelady

# KANSAS DEPARTMENT OF TRANSPORTATION PROJECT AUTHORIZATION

**Initiated Date:** 1/4/2019

N-0697-01 Westwood: 47th Complete Street Project

Sheet 4 of 6

	Official Estimated 2019 Base Year Cost	Official Estimated 2022 Inflated Cost @ 0.1411
Total Roadway	1,447,000	1,651,267
Total Structures	0	0
Grand Total	1,447,000	1,651,267

Roadway Type	Roadway Type Name	FHWA Imp Type	Official Estimated 2019 Base Year Cost	Official Estimated 2022 Inflated Cost @ 0.1411
GRSU	Grade & Surface	004	1,447,000	1,651,267

Bridge No. Str. No.	Structure Location Desc./ Featured Cross Desc.	KDOT Imp. Code FHWA Imp. Code	Fed Fund Cat.	FHW A Suff. Rating	Length Width Feet	Base Year Cost	Prog Year Cost
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**KANSAS DEPARTMENT OF TRANSPORTATION  
PROJECT AUTHORIZATION**

**Initiated Date:** 1/4/2019

N-0697-01 Westwood: 47th Complete Street Project

Sheet 5 of 6

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**Baseline Reason for Change:**

**Project Baseline Last Date & Note -- 1/4/2019**

Program Addition: Project requested by the City of Westwood. MARC TIP #354002. This project will use FFY 2022 STP funds at 80/20 in the Construction and CE work phases up to the maximum of \$1,047,000. The city will be responsible for 100% of all other work phases, any non-participating costs, and anything over the project maximum of \$1,047,000.

**Workphase Baseline Last Date & Note -- 1/4/2019**

Program Addition: Project requested by the City of Westwood. MARC TIP #354002. This project will use FFY 2022 STP funds at 80/20 in the Construction and CE work phases up to the maximum of \$1,047,000. The city will be responsible for 100% of all other work phases, any non-participating costs, and anything over the project maximum of \$1,047,000.

**Funding Baseline Last Date & Note -- 1/4/2019**

Program Addition: Project requested by the City of Westwood. MARC TIP #354002. This project will use FFY 2022 STP funds at 80/20 in the Construction and CE work phases up to the maximum of \$1,047,000. The city will be responsible for 100% of all other work phases, any non-participating costs, and anything over the project maximum of \$1,047,000.

**Schedule Baseline Last Date & Note -- 1/4/2019**

Program Addition: Project requested by the City of Westwood. MARC TIP #354002. This project will use FFY 2022 STP funds at 80/20 in the Construction and CE work phases up to the maximum of \$1,047,000. The city will be responsible for 100% of all other work phases, any non-participating costs, and anything over the project maximum of \$1,047,000.

**KANSAS DEPARTMENT OF TRANSPORTATION  
PROJECT AUTHORIZATION**

**Initiated Date:** 1/4/2019

N-0697-01 Westwood: 47th Complete Street Project

Sheet 6 of 6

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**Project Notes:**

Program Addition: Project requested by the City of Westwood. MARC TIP #354002. This project will use FFY 2022 STP funds at 80/20 in the Construction and CE work phases up to the maximum of \$1,047,000. The city will be responsible for 100% of all other work phases, any non-participating costs, and anything over the project maximum of \$1,047,000.

# Kansas Department of Transportation

## PROJECT SCHEDULE

Bureau of Local Projects (785) 296-3861

Date Prepared:	January 29, 2019
Prepared for:	City of Westwood
KDOT Project Number:	046 N-0697-01
Program:	MARC-STP
Current Tentative Letting Date:	4/20/2022

### NOTICE

The following dates are furnished as a guide to aid in maintaining this project on a schedule which will insure the letting date indicated. The letting date has been tentatively set and the amount of funds and/or the obligation authority available could cause the schedule to be revised. If the letting date is revised or the completion of the items fluctuate significantly from the established dates listed, this schedule will be revised to indicate the new tentative letting date and project schedule.

*Plans forwarded to BLP will not be processed  
without a current detailed estimate.*

ITEMS TO BE COMPLETED	Months to Letting	DEADLINE COMPLETION DATE	DATE COMPLETED <small>-For Your Use Only-</small>
Consultant Design Contract to be Executed by	22.0	June 29, 2020	
Pre-Design Field Check	20.0	August 28, 2020	
Field Check Completed	15.0	January 25, 2021	
Office Check Plans & Estimate to BLP	11.0	May 25, 2021	
Office Check Plans Completed	9.0	July 24, 2021	
Final Check Plans & Estimate to BLP	6.0	October 22, 2021	
Begin CE Agreement	6.0	October 22, 2021	
Final Check Complete	5.0	November 21, 2021	
R/W Clearances (1306 Form) to BLP	4.0	December 21, 2021	
Utility Form (1304 Form) to BLP	4.0	December 21, 2021	
Status of Permits (1307 Form) & Required Permits to BLP	4.0	December 21, 2021	
PS&E Plans to BLP	3.5	January 2, 2022	
PS&E Plans Completed	1.5	March 6, 2022	
Final Letting Plans to BLP	1.2	March 13, 2022	
CE Agreement Executed	1.1	March 16, 2022	
Advertise	1.0	March 21, 2022	

Initial Schedule

Rupis-C

1/11/2019

### Opinion of Probable Project Cost

Project: 47th St. Complete Street - New Curb Location, Off-Street Bike Path, & New On-Street Parking		Length 2,835		Per/Ft Cost \$530.00	
Date: 03/23/18					
Estimated by: AGR					
Bid Item	Description	Quantity	Units	Unit Price	Subtotal
	Roadway				
1	Mobilization	1	L.S.	\$22,000.00	\$22,000.00
2	Field Office	1	L.S.	\$20,000.00	\$20,000.00
3	Erosion Control	1	L.S.	\$7,000.00	\$7,000.00
4	Removal of Improvements	1	L.S.	\$20,000.00	\$20,000.00
5	Traffic Control	1	L.S.	\$15,000.00	\$15,000.00
6	Saw Cut	5,350	L.F.	\$3.00	\$16,050.00
7	Unclassified Excavation	13,000	C.Y.	\$5.00	\$65,000.00
8	Embankment	12,000	C.Y.	\$4.75	\$57,000.00
9	Pedestrian Refuge Islands	3	EACH	\$1,900.00	\$5,700.00
10	Sidewalk	5,695	S.Y.	\$41.75	\$237,766.25
11	Curb and Gutter	6,080	L.F.	\$20.00	\$121,600.00
12	Storm Sewer	1	L.S.	\$447,860.00	\$447,860.00
13	Signal Modifications	1	L.S.	\$50,000.00	\$50,000.00
14	Permanent Signage	1	L.S.	\$5,000.00	\$5,000.00
15	Pavement Marking	1	L.S.	\$26,000.00	\$26,000.00
16	Permanent Seeding	0.4	ACRE	\$2,500.00	\$1,000.00
17	Contractor Furnished Surveying and Staking	1	L.S.	\$15,000.00	\$15,000.00
Subtotal					\$1,131,976.25
18	Contingency (15%)				\$169,796.44
Subtotal of All Construction Costs					\$1,301,772.69
19	Engineering Fee (15%)				\$195,265.90
		Total Estimated Cost			\$1,497,038.59







## 2021-2022 Surface Transportation Block Grant Program (STP) Application Scoring Report

Applicant:	Westwood		
State:	KS		
Application ID:	1000	<b>Total Score</b>	<b>80</b>
STP Requested	\$1,147,000	<b>(130 Possible):</b>	
STP Year:	2021		
Project Type:	Road & Bridge - Roadway Operations		
Project Title:	47th Complete Street Project		

All Projects Scoring Detail			
Interjurisdictional Planning (4):	2	Capital Improvements Program (1):	1
Sustainable Code Framework (6):	6	Plan Development Status (2):	1
Equity (5):	5	Right-of-Way Status (2):	2
Environmental Justice (5):	5	Energy Use and Climate Change (5):	5
<b>All Projects Score (30 Points Total):</b>	<b>27</b>		

Category Score Detail			
Facilitation of Other Modes (10):	10	Activity Centers (10):	10
Environmental Lands (10):	2	Freight Movement (5):	0
MetroGreen Implementation (10):	0	Crash Severity (5):	2
Public Health (5):	4	Crash Rate (5):	2
Useful Life (10):	10	Safety Data Analysis (5):	1
Current Volume (5):	1	Countermeasures (5):	3
Future Volume (5):	3	CMS and Efficiency (6):	5
Access Management (4):	0		
<b>Category Score (100 Points Available):</b>	<b>53</b>		



# Summary of 47th Complete Street Project

## Westwood

### Contact Information

Organization: Westwood  
Contact person: Fred Sherman  
Title: CAO/City Clerk  
Phone: 913-362-1550  
E-mail: fred.sherman@westwoodks.org  
Organization address: 4700 Rainbow Blvd  
Westwood, KS 66205

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### General Information

G8.1 Project title: 47th Complete Street Project

G8.2 Project description: This is the implementation of a Complete Street Action Plan for the 47th Street corridor from Rainbow Blvd to just west of Mission Road, that was built upon two separate Master Planning process completed by the City of Westwood, Kansas and the UG of KCK with the Rosedale Master Plan. The final project concept plan is based on a completed Planning Sustainable Places (PSP) project. The project proposes a new street design and layout of the corridor by utilizing the principles of complete streets. The plan emphasizes sustainable green street practices while balancing the needs and desires of a mix of users (vehicular, on-street parking, transit, pedestrian, and bicycle lanes), and identify capital and utility improvements in the project area.

G8.3 Project contact: John Sullivan  
Public Works Director, City of Westwood  
john.sullivan@westwoodks.org  
913-362-1550

G1. Project Type: Road & Bridge - Roadway Operations

G2. Funding Stream: STP

G3. TIP Number:

G4. State: Kansas

G5. Project county: 1. Johnson 2. Wyandotte

G6. Project municipality: 1. Westwood 2. Unified Government 3. Roeland Park

G7. Multiple agencies / jurisdictions? Yes  
47th Street between Mission Road and Rainbow Blvd is a shared

road with the City of Westwood, Kansas and the Unified Government of Wyandotte County. The southwest corner of 47th Street and Mission Road is within the City of Roeland Park. An interlocal agreement has not yet been established for shared local funding of this proposed project. If awarded, it is anticipated that local funding would be shared proportionally. All three jurisdictions actively participate in the 47th & Mission Road Overlay Committee. See [www.westwoodks.org/47missioncommittee](http://www.westwoodks.org/47missioncommittee)

**G8.4 Purpose and need:**

The intersections of 47th and Rainbow Blvd and 47th Street and Mission Road are both redeveloping with mixed-use activity centers. The Master Plan planning processes completed for both the City of Westwood and the Rosedale area of UG-KCK, included extensive public engagement process. Both plans included the full integrations of transportation, land use, and environmental elements into the implementation sections of the final plan documents, including the evaluation of a "road diet" for the 47th Street corridor, which is currently a four (4) lane road with narrow sidewalks. The traffic counts along this corridor suggest it is a good candidate for a "road diet" in converting the road profile into a three (3) lane road with designated bike lanes. The retail area near 47th and Mission Road has experienced a recent resurgence and development activity. Transit services to and from the various near-by KU Med and University of Kansas Hospital facilities is in high demand.

**G9. Origin and ending**

Route: 47th Street  
 From: just west of Mission Road  
 To: Rainbow Blvd  
 Length (Miles): 0.5 miles

G10. Functional Classification: Collector

G11. In Transportation Outlook 2040? No Decade: --Select--

G12. Multi-Agency Plan? No

G13. Included in a CIP? Yes  
 The scope of the project is included in the approved CIP for the City of Westwood.

G14. Planning stage: Conceptual Plan

G15. Reviewed by state DOT? No

G16. Right-of-Way acquisition: All acquired or none needed

G17. ROW by local public agency process manual? No

G18. Other unique local goals and objectives? Yes  
 The Master Plan planning processes completed for both the City of Westwood, and the Rosedale area of UG-KCK included extensive public engagement process. Both plans include the full integrations of transportation, land use, and environmental elements into the implementation sections of the final plan documents, including the evaluation of a "road diet" for the 47th Street corridor, which is currently a four (4) lane road with narrow sidewalks. The traffic

counts along this corridor suggest it is a good candidate for a "road diet" in converting the road profile into a three (3) lane road with designated bike lanes. The retail area near 47th and Mission Road has experienced a recent resurgence and development activity. Transit services to and from the various near-by KU Med and University of Kansas Hospital facilities is in high demand.

G19. Transportation  
Disadvantaged Population:

The proposed road-diet of the 47th Street corridor will provide enhanced transportation choices: expand affordable, accessible, multimodal transportation options in order to better connect residents and visitors to jobs and services.

G20. Relevant Public Engagement:

The Master Plan planning processes completed for both the City of Westwood, and the Rosedale area of KCK included extensive public engagement process. Both plans include the full integrations of transportation, land use, and environmental elements into the implementation sections of the final plan documents, including the evaluation of a "road diet" (for the 47th Street corridor. The 47th Street Complete Street Plan, a Planning Sustainable Places (PSP) funded planning project completed by BikeWalkKC staff, also included a series of public engagement activities. This included utilizing the 47th & Mission Road Overlay Committee as the steering committee for the planning project. The development of the final concept plan recommendations was based on citizen input via an Open House forum and an on-line survey.

G21. Planned Public Engagement:

Final construction design decisions will continue on the public engagement processes used for the completed Planning Sustainable Places (PSP) project, including coordination with the 47th Mission Road Overlay Committee - a joint three-city standing committee that meets on a monthly basis to review development proposals in the area, and foster commerce in the 47th & Mission Road area.

G22. Sustainable Places Criteria:

Access to Healthy Foods---Active Transportation/Living---Age in Place---Compact, Walkable Centers--- Complete Street Design--- Connected Street Network---Context Appropriate Streets----- Green Infrastructure----- Mixed-Density Neighborhoods----- Optimize Parking---Pedestrian-Oriented Public Realm--- ----- Retail/Rooftop Relationships---Strong Suburban Downtown--- Transit-Ready Corridors---Tree Preservation Unique Community Characteristics

G22.1. Describe CSP relationship:

The proposed road-diet project directly addresses the following T2040 Goals: Transportation choices: expand affordable, accessible, multimodal transportation options in order to better connect residents and visitors to jobs and services. Safety and security: improve safety and security for all transportation users. System condition: ensure transportation systems are maintained in good condition. System performance: manage existing systems to achieve reliable and efficient performance and maximize the value of existing investments. Public health: facilitate healthy, active living. Climate change and energy use: Decrease the use of fossil fuels through reduced travel demand, technology advancements and a transition to renewable energy sources.

G23. Implements Sustainable  
Places Initiatives?

Yes

The proposed road-diet project directly addresses the following T2040 Goals:

Transportation choices: expand affordable, accessible, multimodal transportation options in order to better connect residents and visitors to jobs and services.

Safety and security: improve safety and security for all transportation users.

System condition: ensure transportation systems are maintained in good condition.

System performance: manage existing systems to achieve reliable and efficient performance and maximize the value of existing investments.

Public health: facilitate healthy, active living.

Climate change and energy use: Decrease the use of fossil fuels through reduced travel demand, technology advancements and a transition to renewable energy sources.

G24. Serves Regional Activity Center?

Yes

Highest-Intensity and Most-Walkable Centers The incorporation of enhanced alternative transportation modes (pedestrian, bicycle and transit) was not considered nor was it the priority of the current design of the 47th Street corridor. A Complete Streets design will enhance all transportation modes going to and from the retail and other commercial and mixed-use development activities taking place along this corridor.

G25. Environmental justice tracts?

No

G26. Reduces greenhouse gas emissions?

Yes

The incorporation of enhanced alternative transportation modes (pedestrian, bicycle and transit) was not the priority of the current design of the 47th Street corridor. A Complete Streets design will enhance all transportation modes going to and from the retail and other commercial and mixed use development activities taking place along this corridor.

G27. Natural Resource information:

The plan includes the replacement of existing aged street trees with appropriate new street trees and enhanced landscaping amenities.

G28. Community Links at Watershaed Scale:

G29. Explain local land use or comprehensive plans:

This is the implementation of a Complete Street Action Plan for the 47th Street corridor from Rainbow Blvd to just west of Mission Road, that was built upon two Master Planning process completed by the City of Westwood, Kansas and the UG of KCK with the Rosedale Master Plan. The final concept plan of the proposed project is based on a completed Planning Sustainable Places (PSP) project.

G30.1 Complies with MARC's CSP?

Yes

G30.2 Exception to the MARC CSP?

No The plan proposes a new street design and layout of the corridor by utilizing the principles of Complete Streets. The plan emphasizes sustainable green street practices while balancing the needs and desires of a mix of users (vehicular, on-street parking, transit, pedestrian, and bicycle lanes), and identifies capital and utility improvements within the project area.

**Project Financial Information**

STP Federal amount: 1147 (Thousands of \$)

STP Match amount: 400 (Thousands of \$)

STP Year requested: 2021

Source of Local Match: Local CIP funds, plus 47th Street is a CARS eligible street for JoCo matching funds.

Explain: Local CIP funds, plus 47th Street is a CARS eligible street for JoCo matching funds.

Scope Change: The project can not be phased.

**Cost Breakdown:**

Highway: 27 %

Transit: 2 %

Bike: 17 %

Pedestrian: 29 %

Other: 25 %

2021-2022

All Projects

Scoring Criteria

<b>1.2 Place Making -- Interjurisdictional Planning -- 4 Points</b>		
4		
Project is identified in a local land use, comprehensive or site plan		1
Project will implement a multi-agency plan		1
Project advances unique local goals and objectives		1
Project is consistent with larger plans and/or applicable regional standards		1
<b>1.2b Place Making -- Relationship to Sustainable Code Framework -- 6 Points</b>		
6		
Project achieves 40% of the concepts within:		
	1-2 Principles	1
	3-4 Principles	2
	5 Principles	4
	6+ Principles	6
<b>1.3 Other -- Implementation -- 5 Points</b>		
5		
Project is included in a local CIP or equivalent		1
Readiness of Project Plans		
Conceptual Plans (up to 35% complete)		1
Preliminary/Final Plans (>35% complete)		1
All Right-of-Way has been acquired (or no ROW will be acquired)		2
<b>1.4 Equity -- Public Participation -- 5 Points</b>		
5		
Project implementation will include public engagement strategy. Strategy is clearly described in attachment and includes specific techniques to engage transportation disadvantaged populations.*		5
Conceptual project underwent further planning and refinement in a process that included public engagement and incorporated feedback received.		3
Project supports goals and strategies developed through a comprehensive/general planning process that included public engagement and incorporated feedback received.		1
No public participation cited and/or project does not support goals and strategies in comprehensive/general plan.		0
<b>1.5 Equity -- Environmental Justice -- 5 Points</b>		
5		
Project is in an EJ tract and applicant clearly explains how project improves access for that area		5
Project is not in an EJ tract but applicant clearly explains how project improves access for an EJ tract		3
Project is not in an EJ tract		0
<b>1.6 Energy Use and Climate Change -- 5 Points</b>		
5		
Reduces VMT by increasing access to multimodal transportation options (connecting trails, park and rides, transit)		3
Reduces carbon based fuel usage through alternative fuels, renewable energy or landscaping/right-of-way management		2

2019-2020-2021-2022  
 Bridge Restoration, Rehabilitation, & Replacement  
 Scoring Criteria

2.1 Transportation Choices/Public Health – 10 Points			
Facilitation of Other Modes		Barrier Elimination	
5		5	
Addreses 3 modes	5	Project improves a bicycle/pedestrian connection between complimentary land uses	5
Addreses 2 modes	3		
Addreses 1 modes	1		

2.2 Economic Vitality – 15 Points	
Supports the Regional Freight Network	
5	
On a designated National, Regional, or Local Freight Corridor or Direct connection to A, B, C, D, F (does not include E) or Average daily truck traffic greater than 500	5
Any combination of 4 of A thru F	4
Any combination of 3 of A thru F	3
Any combination of 2 of A thru F	2
1 of A through F	1
Within a mile of:	
A. Top twenty warehousing site by square footage	500 trucks/day
B. Top twenty manufacturer by number of employees	
C. Presence of a rail/truck or air/truck intermodal facility	
D. Presence of a Foreign Trade Zone	
E. Area with two out of four transportation modes: air, barge, rail, truck	
F. Located within a mile of a significant freight corridor, i.e., roadway with greater than	
**Local delivery truck traffic does not constitute significant freight movement**	
Serves Regional Activity & Employment Centers	
10	
Project serves activity center found to be of highest development intensity and walkability, and/or Project implements elements & recommendations of "Planning Sustainable Places" or corridor demonstration projects from "Creating Sustainable Places" Initiatives, and/or Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.	10
Project serves activity center found to be of higher development intensity walkability.	6
Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.	
Project serves any activity center	4
None of the above	0

2.3 Environment – 20 Points			
Environmental Lands		MetroGreen Implementation	
10		10	
Applicant provides a map identifying priority natural resource conservation and restoration opportunities along the project corridor and in project watershed	1	Applicant clearly explains how project implements MetroGreen	10
Applicant specifies which conservation areas will be protected, articulates how, and what resources will be required	2	Applicant clearly explains how project enhances connectivity to MG	5
Applicant specifies which natural resource areas will be protected and restored, articulates how, and identifies what resources will be required	4	Project does not implement or enhance connectivity to MetroGreen	0
Applicant also articulates a comprehensive plan to conserve and restore natural resources on a watershed or sub-watershed scale with explicit linkages to other community and environmental assets	10		

2.4 Safety – 20 Points					
Accident Severity & 5 Year Crash Rate			Data Driven Analysis		Countermeasures
	\$		\$	\$	
<b>Data:</b> TNC: Total Number of Crashes FC: Fatal Crashes IC: Injury Crashes PDO: Property Damage Only SR: Severity Ratio PSS: Project Severity Score  <b>Formula:</b> SR= (9 x FC) + (3.5 X IC) + (1.0 X PDO)/TNC PSS= 5x(SR-1)	3= >75% 2= 50-74% 1= 40-59% 2= 20-39% 1= <19%	Road Segments R=1,000,000 x C/365 x N x V x L Intersections R=1,000,000 x C/365 x N x V  R=Crash Rate per 100 million VMT C=Total number of crashes in the study period N=Number of years of data V=Traffic volume L=Length of segment (mi)  * Normalized per 100 million VMT	5= >80% 4= 60-79% 3= 40-59% 2= 20-39% 1= <19%  All project PSS will be grouped into equal frequency and assigned points based on scale	Describe safety analysis methods used including either quantitative or qualitative or both. Describe the results of this study. Examples may include, but are not limited to, site or systemic analysis, Road Safety Audit, field surveys, local network analysis)	Describe how selected safety countermeasures relate to the Regional Safety Blueprint and/or the safety analysis process previously described

2.5 System Performance – 15 Points				2.6 System Condition – 20 Points			
Current AADT/Lane		Future AADT/Lane		Functional Classification		Bridge Condition	
5		5		5		20	
>10,001	5	>10,001	5	Interstate/Freeway/Expressway	5	Sufficiency rating	
7501 - 10,000	4	7501 - 10,000	4	Principal Arterial	4	<=40	20
5,001 - 7,500	3	5,001 - 7,500	3	Minor Arterial	3	40-54	10
2,501 - 5,000	2	2,501 - 5,000	2	Collector	2	55-69	5
0 - 2,500	1	0 - 2,500	1	Local	1	>=70	0



2021-2022  
Bicycle/Pedestrian  
Scoring Criteria

3.1 Accessibility/Public Health -- 10 Points		
Relationship to Transportation		
15		
Creates link in identified gap or provides new access in walking or bicycling network	General improvements (no plans referenced) Improvements to local corridor (references local plans) Improvements to regional corridor (references regional or national plans)	10 possible
	Improves access to existing transit service	5
3.2 Economic Vitality -- 15 Points		
Serves Regional Activity & Employment Centers		
15		
Project serves activity center * found to be of highest development intensity and walkability, and/or Project implements elements & recommendations of "Planning Sustainable Places" or corridor demonstration projects from "Creating Sustainable Places" initiatives, and/or Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.		15
Project serves activity center found to be of higher development intensity walkability. Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.		9
Project serves any activity center		6
None of the above		0
3.3 Environment -- 15 Points		
Environmental Lands		
15		
Applicant provides a map identifying priority natural resource conservation and restoration opportunities along the project corridor and in project watershed		1
Applicant specifies which conservation areas will be protected, articulates how, and what resources will be required		3
Applicant specifies which natural resource areas will be protected and restored, articulates how, and identifies what resources will be required		6
Applicant also articulates a comprehensive plan to conserve and restore natural resources on a watershed or sub-watershed scale with explicit linkages to other community and environmental assets		15
3.4 Public Health -- 5 Points		
Reduces Ozone Precursor Emissions		
5		
Project includes elements that use renewable energy sources, recycled materials, or other green technologies		5
3.5 Safety -- 20 Points		
Safety Elements		
20		
Provides separated crossing or parallel safe accommodation for pedestrians and/or bicyclists for railroads, freeways, rivers or other similar barriers		10
Crossing treatments, hazard mitigation, or proven safety countermeasures are provided at intersections or uncontrolled locations		5
Facility Width 13 ft. curb lane OR 10 ft. SUP OR 5 ft. min sidewalk on one side of street 14 ft. curb lane OR 12 ft. SUP OR 5 ft. min sidewalks both sides of street 4 ft. bike lane or ride able shoulder OR >12 ft. SUP OR >5 ft. sidewalks both sides of street		5
3.6 System Performance -- 20 Points		
Addresses Identified System Preservation Need		
20		
Population residents & employees w/in 1-mi radius	<5,000 5,000-9,999 10,000-14,999 15,000-20,000 >20,000	4 6 8 12 20
3.7 Place Making -- 10 Points		
Design Elements		
10		
Appropriate design elements contributing to quality places (up to 10 pt. total)	Bicycle parking Trash cans Benches Traffic calming such as bulb outs, narrowing travel lanes, raised crosswalks Uses new tested visibility technology or treatment beyond MUTCD Lighting Other (must describe)	1 1 1 2 2 2 2

2021-2022  
Public Transportation  
Scoring Criteria

4.1 Transportation Choices/Public Health -- 10 Points			
Facilitation of Other Modes			
7			
Improvement in 3 modes level of service	10		
Improvement in 2 modes level of service	5		
Improvement in 1 mode level of service	2		
4.2 Economic Vitality -- 15 Points			
Serves Regional Activity & Employment Centers			
15			
Project serves activity center * found to be of highest development intensity and walkability, and/or Project implements elements & recommendations of "Planning Sustainable Places" or corridor demonstration projects from "Creating Sustainable Places" initiatives, and/or Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.	15		
Project serves activity center found to be of higher development intensity walkability. Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.	9		
Project serves any activity center	6		
None of the above	0		
4.3 Environment -- 20 Points			
Environmental Lands		Metrogreen Implementation	
10		10	
Applicant provides a map identifying priority natural resource conservation and restoration opportunities along the project corridor and in project watershed	1	Applicant clearly explains how project implements MG	10
Applicant specifies which conservation areas will be protected, articulates how, and what resources will be required	2	Applicant clearly explains how project enhances connectivity to MG	5
Applicant specifies which natural resource areas will be protected and restored, articulates how, and identifies what resources will be required	4	Project does not enhance connectivity of or implement MetroGreen	0
Applicant also articulates a comprehensive plan to conserve and restore natural resources on a watershed or sub-watershed scale with explicit linkages to other community and environmental assets	10		
4.4 Safety -- 15 Points		4.5 Public Health -- 5 Points	
Safety Elements		Reduces Ozone Precursor Emissions	
20		5	
Does the project include elements that improve transit safety or security?	20	Reduces urban heat island effect through materials or landscaping Decreased energy/fuel use Alternative fuel use Multi-modal/increased bike/ped access Traffic flow/congestion mitigation	One point for each strategy
Incremental Scoring			
4.6 System Condition -- 15 Points			
Addresses Identified System Preservation Need			
15 Points Maximum			
Replaces Obsolete Vehicles	10		
Includes Preventive Maintenance Activities	10		
Improves Existing Transit Stop Facilities	5		
Enhances Existing Transit Fleet Maintenance Facilities	5		
4.7 System Performance -- 15 Points			
Smart Moves Implementation		Operational Efficiency	
10		5	
Project Addresses an Urban/Commuter Corridor	10	Improves coordination with other transit providers or services	5
Project Addresses Major Fixed Route Service	6	Reduces operating costs without reducing ridership	
Project is Community Based Service coordinated with the Regional System	3	Increases ridership on existing routes	

2021-2022  
Roadway Capacity  
Scoring Criteria

5.1 Transportation Choices/Public Health – 10 Points	
Facilitation of Other Modes	
10	
Improvement in 3 modes level of service	10
Improvement in 2 modes level of service	5
Improvement in 1 modes level of service	2
Pedestrian LOS	
Bicycle LOS	
Transit LOS	

5.2 Economic Vitality – 15 Points	
Supports the Regional Freight Network	
5	
On a designated National, Regional, or Local Freight Corridor or Direct connection to A, B, C, D, F (does not include E) or Average daily truck traffic greater than 500	5
Any combination of 4 of A thru F	4
Any combination of 3 of A thru F	3
Any combination of 2 of A thru F	2
1 of A through F	1
Within a mile of:	
A. Top twenty warehousing site by square footage	
B. Top twenty manufacturer by number of employees	
C. Presence of a rail/truck or air/truck intermodal facility	
D. Presence of a Foreign Trade Zone	
E. Area with two out of four transportation modes: air, barge, rail, truck	
F. Located within a mile of a significant freight corridor, i.e., roadway with greater than 500 trucks/day	
**Local delivery truck traffic does not constitute significant freight movement**	
Serves Regional Activity & Employment Centers	
10	
Project serves activity center * found to be of highest development intensity and walkability, and/or Project implements elements & recommendations of "Planning Sustainable Places" or corridor demonstration projects from "Creating Sustainable Places" initiatives, and/or Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.	10
Project serves activity center found to be of higher development intensity walkability, Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.	6
Project serves any activity center	4
None of the above	0

5.3 Environment – 20 Points			
Environmental Lands		MetroGreen Implementation	
10		10	
Applicant provides a map identifying priority natural resource conservation and restoration opportunities along the project corridor and in project watershed	1	Applicant clearly explains how project implements MetroGreen	10
Applicant specifies which conservation areas will be protected, articulates how, and what resources will be required	2	Applicant clearly explains how project enhances connectivity to MG	5
Applicant specifies which natural resource areas will be protected and restored, articulates how, and identifies what resources will be required	4	Project does not implement or enhance connectivity to MetroGreen	0
Applicant also articulates a comprehensive plan to conserve and restore natural resources on a watershed or sub-watershed scale with explicit linkages to other community and environmental assets	10		

5.4 Public Health – 5 Points	
Reduces Ozone Precursor Emissions	
Reduces urban heat island effect through materials or landscaping Decreased energy/fuel use Alternative fuel use Multi-modal/increased bike/ped access Traffic flow/congestion mitigation	One point for each strategy

5.5 Safety – 20 Points				
Accident Severity		5 Year Crash Rate*		Data Driven Analysis
5		5		5
Data:	5= >80%	Road Segments	5= >80%	Describe safety analysis methods used including either quantitative or qualitative or both. Describe the results of this study. Examples may include, but are not limited to, site or systemic analysis, Road Safety Audit, field surveys, local network analysis)
TNC: Total Number of Crashes	4= 60-79%	R=1,000,000 x C/365 x N x V x L	4= 60-79%	Describe how selected safety countermeasures relate to the Regional Safety Blueprint and/or the safety analysis process previously described
FC: Fatal Crashes	3= 40-59%	Intersections	3= 40-59%	
IC: Injury Crashes	2= 20-39%	R=1,000,000 x C/365 x N x V	2= 20-39%	
PDO: Property Damage Only	1= <19%	R=Crash Rate per 100 million VMT	1= <19%	
SR: Severity Ratio		C=Total number of crashes in the study period		
PSS: Project Severity Score		N=Number of years of data		
Formula:	All project PSS will be grouped into equal frequency and assigned points based on scale	V=Traffic volume	All project PSS will be grouped into equal frequency and assigned points based on scale	
SR= (9 x FC) + (3.5 x IC) + (1.0 x PDO)/TNC		L=Length of segment (mi)		
PSS= 5x(SR-1)		* Normalized per 100 million vehicle miles traveled		

5.6 System Condition – 10 Points		5.7 System Performance (a) – 6 Points			
Useful Life		Congestion Management & System Efficiency			
10		6			
>25 Years or project Includes replacement or rehabilitation of a bridge with a sufficiency rating of 70 or less	10	On Congested CMS Segment	3	CMS Toolbox strategies deployed	1 point/strategy up to 6 maximum
20-24 years	7	On CMS Network	1		
15-19 years	4				
<15 years	0				

5.7 System Performance (b) – 6 Points				5.7 System Performance (c) – 8 Points			
Current LOS		Future LOS		Current AADT/Lane		Future AADT/Lane	
3		3		4		4	
E or F	3	E or F	0	>10,001	4	>10,001	4
D	2	D	3	5,001 - 10,000	3	5,001 - 10,000	3
C	1	C	1	2,501 - 5,000	2	2,501 - 5,000	2
A or B	0	A or B	0	0 - 2,500	1	0 - 2,500	1

2021-2022  
Transportation Operations and Management  
Scoring Criteria

6.1 Transportation Choices/Public Health – 10 Points	
Facilitates Other Transportation Modes	
Improvement in 3 modes level of service	10
Improvement in 2 modes level of service	5
Improvement in 1 modes level of service	2
Pedestrian LOS	
Bicycle LOS	
Transit LOS	

6.2 Economic Vitality – 15 Points	
Supports the Regional Freight Network	
On a designated National, Regional, or Local Freight Corridor or Direct connection to A, B, C, D, F (does not include E) or Average daily truck traffic greater than 500	5
Any combination of 4 of A thru F	4
Any combination of 3 of A thru F	3
Any combination of 2 of A thru F	2
1 of A through F	1
Within a mile of:	
A. Top twenty warehousing site by square footage	
B. Top twenty manufacturer by number of employees	
C. Presence of a rail/truck or air/truck intermodal facility	
D. Presence of a Foreign Trade Zone	
E. Area with two out of four transportation modes: air, barge, rail, truck	
F. Located within a mile of a significant freight corridor, i.e., roadway with greater than 500 trucks/day	
**Local delivery truck traffic does not constitute significant freight movement**	
Serves Regional Activity & Employment Centers	
Project serves activity center * found to be of highest development intensity and walkability, and/or Project implements elements & recommendations of "Planning Sustainable Places" or corridor demonstration projects from "Creating Sustainable Places" initiatives, and/or Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.	10
Project serves activity center found to be of higher development intensity walkability. Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.	6
Project serves any activity center	4
None of the above	0

6.3 Environment – 20 Points		MetroGreen Implementation	
Environmental Lands		10	
Applicant provides a map identifying priority natural resource conservation and restoration opportunities along the project corridor and in project watershed	1	Applicant clearly explains how project implements MetroGreen	10
Applicant specifies which conservation areas will be protected, articulates how, and what resources will be required	2	Applicant clearly explains how project enhances connectivity to MG	5
Applicant specifies which natural resource areas will be protected and restored, articulates how, and identifies what resources will be required	4	Project does not implement or enhance connectivity to MetroGreen	0
Applicant also articulates a comprehensive plan to conserve and restore natural resources on a watershed or sub-watershed scale with explicit linkages to other community and environmental assets	10		

6.4 Public Health – 5 Points	
Reduces Ozone Precursor Emissions	
Reduces urban heat island effect through materials or landscaping	One point for each strategy
Decreased energy/fuel use	
Alternative fuel use	
Multi-modal/increased bike/ped access	
Traffic flow/congestion mitigation	

6.5 Safety – 20 Points			
Accident Severity		3 Year Crash Rate*	
5		5	
Data:	5= >80%	Road Segments	5= >80%
TNC: Total Number of Crashes	4= 60-79%	R=1,000,000 x C/365 x N x V x L	4= 60-79%
FC: Fatal Crashes	3= 40-59%	Intersections	3= 40-59%
IC: Injury Crashes	2= 20-39%	R=1,000,000 x C/365 x N x V	2= 20-39%
PDO: Property Damage Only	1= <19%	R=Crash Rate per 100 million VMT	1= <19%
SR: Severity Ratio		N=Total number of crashes in the study period	
PSS: Project Severity Score		V=Number of years of data	
Formula:	All project PSS will be grouped into equal frequency and assigned points based on scale	L=Traffic volume	All project PSS will be grouped into equal frequency and assigned points based on scale
SR= (9 x FC) + (3 x IC) + (1.0 x PDO)/TNC			
PSS= 5x(SR-1)			
		* Normalized per 100 million vehicle miles traveled	

6.6 System Performance (a) – 10 Points			
Current AADT/Lane		Future AADT/Lane	
5		5	
>10,001	5	>10,001	5
5,001 - 10,000	3	5,001 - 10,000	3
2,501 - 5,000	2	2,501 - 5,000	2
0 - 2,500	1	0 - 2,500	1

6.6 System Performance (b) – 10 Points			
Congestion Management & System Efficiency		Corridor/Access Management	
6		4	
On Congested CMS Segment	3	CMS Toolbox strategies deployed	1 point/strategy up to 6 maximum
On CMS Network	1		If project implements a corridor/access management plan, award full points. If not, award zero points

6.7 System Condition – 10 Points	
Useful Life	
10	
>25 Years or project includes replacement or rehabilitation of a bridge with a sufficiency rating of 70 or less	10
20-24 years	7
15-19 years	4
<15 years	0

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Transportation Safety  
STP Scoring Criteria

7.1 Stakeholder Engagement – 10 Points	
10	
Extent to which the project will engage multiple professional sectors and their stakeholders.	10

7.2 Transportation Choices/Public Health – 10 Points	
Facilitates Other Transportation Modes	
10	
Improves highway-rail grade crossing safety	10
Improves bicycle and pedestrian safety	
Improves bus transit safety or transit rider safety	

7.3 Economic Vitality – 15 Points		
Supports the Regional Freight Network		
5		
On a designated National, Regional, or Local Freight Corridor or Direct connection to A, B, C, D, F (does not include E) or Average daily truck traffic greater than 500	5	
Any combination of 4 of A thru F	4	
Any combination of 3 of A thru F	3	
Any combination of 2 of A thru F	2	
1 of A through F	1	
Within a mile of:		
A. Top twenty warehousing site by square footage	10	
B. Top twenty manufacturer by number of employees		
C. Presence of a rail/truck or air/truck intermodal facility		
D. Presence of a Foreign Trade Zone		
E. Area with two out of four transportation modes: air, barge, rail, truck		
F. Located within a mile of a significant freight corridor, i.e., roadway with greater than 500 trucks/day	6	
**Local delivery truck traffic does not constitute significant freight movement**		
Serves Regional Activity & Employment Centers		
10		
Project serves activity center * found to be of highest development intensity and walkability, and/or Project implements elements & recommendations of "Planning Sustainable Places" or corridor demonstration projects from "Creating Sustainable Places" initiatives, and/or Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.		10
Project serves activity center found to be of higher development intensity walkability. Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.		
Project serves any activity center	4	
None of the above	0	

7.4 Safety – 35 Points			
Accident Severity		5 Year Crash Rate*	Countermeasures
10		10	7
Data:		Road Segments	10
TNC: Total Number of Crashes	10= >80%	R=1,000,000 x C/365 x N x V x L	8= 60-79%
FC: Fatal Crashes	8= 60-79%	Intersections	6= 40-59%
IC: Injury Crashes	6= 40-59%	R=1,000,000 x C/365 x N x V	4= 20-39%
PDO: Property Damage Only	4= 20-39%	R=Crash Rate per 100 million VMT	2= <19%
SR: Severity Ratio	2= <19%	C=Total number of crashes in the study period	Describe safety analysis methods used including either quantitative or qualitative or both. Describe the results of this study. Examples may include, but are not limited to, site or systemic analysis, Road Safety Audit, field
PSS: Project Severity Score	All project PSS will be grouped into equal frequency and assigned points based on scale	N=Number of years of data	
Formula:		V=Traffic volume	
SR= (9 x FC) + (3.5 x IC) + (1.0 x PDO)/TNC		L=Length of segment (mi)	
PSS= 5x(SR-1)		* Normalized per 100 million vehicle miles traveled	

7.5 System Performance – 20 Points			
Current AADT/Lane		Future AADT/Lane	
10		10	
>10,001	10	>10,001	10
5,001 - 10,000	8	5,001 - 10,000	8
2,501 - 5,000	6	2,501 - 5,000	6
0 - 2,500	4	0 - 2,500	4

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Other Eligible Projects

Scoring Criteria

8.1	Transportation Choices/Public Health - Number of transportation modes directly integrated - Project improves bicycle/pedestrian connections between complimentary land uses	10
8.2	Economic Vitality - Serves regional activity or employment center - Supports regional freight network	15
8.3	Environment - Preserves or restores environmentally sensitive lands, cultural resources and agricultural lands and/or includes an environmental mitigation plan - Helps implement or connect MetroGreen® regional trails and greenways system	20
8.4	Public Health - Reduces ozone precursor emissions	5
8.5	Safety and Security - Has completed a safety analysis and has described results - Includes appropriate countermeasures or systematic safety improvements	20
8.6	System Condition - Increases useful life of existing facility - Addresses a deferred maintenance or system maintenance need	15
8.7	System Performance - Increases efficiency of existing system - Reduces current congestion - Volume of travel	15