



**CITY OF WESTWOOD  
City Council Meeting  
4700 Rainbow Blvd.  
Westwood, Kansas 66205**

**August 12, 2021 - 7:00 PM**

Note: 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**

(346) 248-7799

Webinar ID: 899 0828 9796

**Agenda**

- I. Call to Order – Mayor David E. Waters
- II. Public Comment  

Attendees will be able to make a verbal statement during the Zoom meeting by using the “raise hand” Zoom function. Comments must be limited to five (5) minutes.
- III. Presentations
  - A. Introduction of Dr. Andrew “Andy” Bowne, Johnson County Community College President
- IV. Approval of Meeting Minutes
  - A. [Consider July 8, 2021 City Council Budget Worksession Meeting Minutes](#)
  - B. [Consider July 8, 2021 City Council Meeting Minutes](#)
  - C. [Consider July 29, 2021 City Council Meeting Minutes](#)
- V. City Treasurer’s Report
  - A. [Review July 2021 Treasurer’s Report](#)
  - B. [Consider Appropriations Ordinance No. 729](#)
- VI. City Attorney Report – City Attorney Ryan Denk
  - A. [Consider Adopting Ordinance No. 1021 Regulating the Sale of Enhanced Cereal Malt Beverages and Beer Containing Not More Than 6% Alcohol by Volume](#)

- VII. [Administrative Report – City Clerk Leslie Herring](#)
- VIII. [Police/Court Report – Chief Curt Mansell](#)
  - A. [Consider Contract with All City Management Services Inc. to Provide School Crossing at the Intersection of 50th Street and Rainbow Blvd for the Students from Westwood View Elementary for the 2021/2022 School Year](#)
- IX. [Public Works Report – Public Works Director John Sullivan](#)
  - A. [Consider Awarding Bid for 2021 Streets Projects](#)
- X. Committee Reports
  - A. Administration & Compensation Committee Report
  - B. Business & Community Affairs Committee Report
  - C. Public Safety Committee Report
  - D. Public Works Committee Report
    - A. [Complete Streets Implementation Plan](#)
  - E. Parks & Recreation Committee Report
  - F. Mayor’s Report
- XI. Adjournment

**City of Westwood, Kansas**  
**City Council Budget Work Session**  
**4700 Rainbow Boulevard**  
**July 8, 2021 – 5:00 p.m.**

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

Council Absent: None

Staff Present: Leslie Herring, CAO/City Clerk  
Gary Baker, Police Sergeant, Interim Police Chief  
John Sullivan, Director of Public Works  
Michelle Ryan, City Treasurer – Remotely

**Call to Order**

Mayor David E. Waters called the 2022 budget work session to order at 5:00 p.m. on July 8, 2021.

**2022 Budget Work Session**

Mrs. Herring provided a presentation for the 2022 Westwood city budget and lead a general discussion regarding revenues and spending for the fiscal year 2022, which runs from January 1, 2022 to December 31, 2022.

Motion by Councilmember Hannaman to exceed the revenue neutral rate with a proposed rate 21.312 mills. Second by Councilmember Harris. Motion carried by a unanimous voice vote.

**Adjournment**

The 2022 budget work session was adjourned at 6:51 pm.

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

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

**City of Westwood, Kansas**  
**City Council Meeting**  
**4700 Rainbow Boulevard**  
**July 8, 2021 – 7:00 p.m.**

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

Council Absent: None

Staff Present: Leslie Herring, CAO/City Clerk  
Gary Baker, Police Sergeant, Interim Police Chief  
John Sullivan, Director of Public Works  
Michelle Ryan, City Treasurer – Remotely  
Spencer Low, City Attorney

**Call to Order**

Mayor David E. Waters called the meeting to order at 7:00 p.m. on July 8, 2021. 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.

**Comment on Non-Agenda Items**

William Pearson, 2806 W 48<sup>th</sup> St, addressed the Governing Body regarding a drainage issue on his property.

**Presentations**

Brandon Hearn, Johnson County Department of Health & Environment, provided a presentation on an education campaign that was recently conducted in Westwood about recycling. The program focused on which materials were and were not appropriate to leave in curbside recycling bins.

**Approval of City Council Meeting Minutes**

Minutes from the June 10, 2021, Council meeting were included in the agenda packet. Councilmember Hannaman noted that he joined the June 10<sup>th</sup> meeting in person and Councilmember Wimer noted a spelling correction in Sergeant Baker's title. Motion by Councilmember Harris to approve the minutes as amended. Second by Councilmember Buckman. Motion carried by a 5-0 voice vote.

**Treasurer's Report**

Mrs. Ryan provided a review of the June 2021 Treasurer's Report and offered to answer questions.

Motion by Councilmember Hannaman to approve Appropriations Ordinance No. 728 as presented. Second by Councilmember Wimer. Mrs. Herring performed a roll call vote, motion carried by a 5-0 vote.

**City Attorney's Report**

House Bill 2137 was enacted by the Kansas Legislature and signed by the Governor on May 19, 2021, wherein the Legislature amended K.S.A. 41-712 and K.S.A. 41-2704 to provide for the sale of packaged alcoholic liquor and cereal malt beverages on Sundays no earlier than 9:00 a.m. and to allow the sale of packaged alcoholic liquor and cereal malt beverage on Memorial Day, Independence Day, and Labor Day.

The Westwood City Code currently states:

3-213. BUSINESS REGULATIONS. It shall be the duty of every licensee to observe the following regulations.

(l) The sale at retail of cereal malt beverages in the original package is allowed within the City on any Sunday, except Easter, between the hours of 12:00 noon and 8:00 p.m.

3-304. HOURS OF SALE. No person shall sell at retail any alcoholic liquor:

(b) Sale at retail of alcoholic liquor in the original package is allowed within the City on any Sunday, except Easter, and on Memorial Day, Independence Day and Labor Day, between the hours of 12:00 noon and 8:00 p.m.

As the City's Code is now more restrictive than and in conflict with K.S.A. 41-712 and K.S.A. 41-2704, the City deems it appropriate to amend WMC 3-213(l) and 3-304(b) to clarify the language of this section of the City Code for consistency with House Bill 2137.

Motion by Councilmember Harris to adopt Ordinance No. 1020 amending WMC 3-213(l) and 3-304(b) Modifying the Times on Which Alcoholic Liquor and Cereal Malt Beverage May Be Sold on Sundays Pursuant to Kansas House Bill 2137. Second by Councilmember Steele. Mrs. Herring performed a roll call vote, motion carried by a 5-0 voice vote.

#### **Administrative Report**

Mrs. Herring provided a review of the July 2021 Administrative Report and offered to answer questions.

#### **Consideration to allow the consumption of alcoholic beverages in the City park located at 5050 Rainbow Boulevard during the Music in the Park event, to be held on Thursday, July 22, 2021.**

Music in the Park is scheduled to be held on Thursday, July 22, 2021 from 7 to 9 PM in the City's park space at 5050 Rainbow Blvd. City staff has been directed to prepare and bring forward an action for Council consideration to allow the possession and consumption of alcoholic beverages during this event.

Motion by Councilmember Wimer to approve the possession and consumption of alcoholic beverages on Thursday, July 22, 2021 from 6 to 9 PM on City owned property at both 5000 and 5050 Rainbow Blvd., including Joe D. Dennis Park, for the City's Music in the Park event. Second by Councilmember Harris. Motion carried by a unanimous voice vote.

#### **Consideration of Resolution No. 95-2021 waiving the GAAP requirement for financial reporting**

The State of Kansas requires audits for cities and their financial statements be based on Generally Accepted Accounting Principles (GAAP), which has proven to be a very cumbersome and expensive accounting standard to comply with for smaller municipalities.

The provisions of K.S.A. 75-1120A(A) do allow for cities to adopt the Cash Receipts and Disbursements method of accounting for the audit, where the audit testing procedures remain the same and it allows cities to report an audit based on the annual budget cycle.

As has been the past practice of the City of Westwood, waiving the requirements of GAAP principles during the annual financial audit is recommended to allow for a more straightforward auditing process.

Motion by Councilmember Harris to approve Resolution No. 95-2021 waiving the requirements of K.S.A. 75-1120A(A) as they apply to the City of Westwood for the fiscal year that ended December 31, 2020. Second by Councilmember Hannaman. Motion carried by a unanimous voice vote.

#### **Receive Presentation of 2020 Independent Financial Audit**

Higdon & Hale CPAs, PC has completed the 2020 financial audit. Copies of the final report are included in your packet. City Auditor John Martin presented a review of the report and offered to answer any questions.

#### **Public Safety Report**

Sergeant Baker referred to the June 2021 Public Safety Report and offered to answer questions.

#### **Public Works Report**

Mr. Sullivan referred to the June and July 2021 Public Works Reports and offered to answer any questions.

#### **Committee Reports**

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

Councilmember Hannaman noted the committee will continue work on reviewing staff salaries and benefits for the 2022 fiscal year.

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

Councilmember Buckman had nothing to report.

##### **Public Safety Committee**

Councilmember Harris held a meeting to discuss 2022 budget planning for the department.

##### **Public Works Committee**

Councilmember Steele noted the Complete Streets Task Force has completed its six scheduled meetings and findings will be presented at upcoming City Council and Planning Commission meetings.

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

Councilmember Wimer noted a new event on August 28<sup>th</sup> from 4:30pm to 6pm; the City will be hosting a sprinklers and squirt guns event at 5050 Rainbow Boulevard. Councilmember Wimer also noted Oktoberfest is scheduled for October 2<sup>nd</sup>.

#### **Mayor's Report**

Mayor Waters noted the hiring of Chief O'Halloran's replacement is being finalized and an announcement will be made in the coming weeks.

**Adjournment**

Motion by Councilmember Harris to adjourn the meeting. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote. The meeting adjourned at 8:03 pm.

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

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

DRAFT

**City of Westwood, Kansas**  
**Special City Council Meeting**  
**4700 Rainbow Boulevard**  
**July 29, 2021 – 7:00 p.m.**

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

Council Absent: Andrew Buckman, Councilmember

Staff Present: Leslie Herring, CAO/City Clerk  
Gary Baker, Police Sergeant, Interim Police Chief  
John Sullivan, Director of Public Works

**Call to Order**

Mayor David E. Waters called the meeting to order at 7:00 p.m. on July 29, 2021. 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.

**Mayoral Appointments**

**Consider mayoral appointment to fill the vacated seats of Planning Commissioners Rob Junk, Ken Low and Trent Robinett**

In response to an open call for candidates to fill the seats of Westwood Planning Commissioners Rob Junk, Ken Low, and Trent Robinett, the mayor received letters of interest from five (5) residents. Following an interview process where Mayor Waters and Planning Commission Chair Sarah Page met with the interested individuals, the candidates identified here are recommended for approval to the Governing Body, pursuant to Section 1.4.2 of the Westwood zoning ordinance.

The following candidates, who all reside in Westwood are qualified appointees and are hereby nominated to serve on the Westwood Planning Commission for terms set to expire based on the vacancy each is recommended to fill.

<b>Candidate</b>	<b>Residential Address</b>	<b>Replacing</b>	<b>Term Expiration</b>
Clay Fulghum,	4837 Booth Street	Rob Junk	February 2022
David Kelman,	3001 W. 50 <sup>th</sup> Terrace	Ken Low	February 2023
Mark Neibling,	2708 W. 48 <sup>th</sup> Street	Trent Robinett	February 2024

Motion by Councilmember Wimer to appoint Clay Fulghum to fill the vacancy of Rob Junk on the Westwood Planning Commission, with a term to expire February 2022 and for City Clerk Leslie Herring to administer the oath of office to Mr. Fulghum at the next regular meeting of the Planning Commission. Second by Councilmember Steele. Motion carried by a unanimous voice vote.

Motion by Councilmember Steele to appoint David Kelman to fill the vacancy of Ken Low on the Westwood Planning Commission, with a term to expire February 2023 and for City Clerk Leslie Herring to administer the oath of office to Mr. Kelman at the next regular meeting of the Planning Commission. Second by Councilmember Wimer. Motion carried by a unanimous voice vote.

Motion by Councilmember Wimer to appoint Mark Neibling to serve on the Westwood Planning Commission, for a term of three (3) years, to expire February 2024 and for City Clerk Leslie Herring to administer the oath of office to Mr. Neibling at the next regular meeting of the Planning Commission. Second by Councilmember Steele. Motion carried by a unanimous voice vote.

**Consider mayoral appointment to office of Police Chief**

The City's Police Chief position was vacated through retirement on June 30, 2021, with Westwood Sergeant Gary Baker serving as Interim Police Chief since that date. Following an open recruitment and selection process among many highly-qualified candidates, Curt Mansell has been selected for recommendation for approval to the Governing Body, pursuant to Chapter 1 Article 3 of the Westwood City Code.

Following an extensive pre-employment process, Curt Mansell has been found to be a highly-qualified and eligible appointee and is nominated to serve as Police Chief.

Motion by Councilmember Steele to appoint Curt Mansell to serve as Police Chief for an indefinite term and for City Clerk Leslie Herring to administer the oath of office to Mr. Mansell. Second by Councilmember Wimer.

Mrs. Herring administered the Oath of Office to Chief Mansell.

**Adjournment**

Motion by Councilmember Wimer to adjourn the meeting. Second by Councilmember Steele. Motion carried by a 5-0 voice vote. The meeting adjourned at 7:15 pm.

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

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

**City of Westwood**  
**Treasurer's Report**  
**7/31/2021**

1. Balance Sheet by Fund – shows overall ending cash balances for the City by Fund.
  - a. Ending unencumbered cash through 7/31/2021 is \$3,259,799 and remains up from year end by \$883,265.
2. Cash Flow – shows beginning cash by fund and associated revenues and expenditures for each fund in a more summarized format.
  - a. There were some reclassifications in the current period that are creating the negative balances in several revenue and expenditure accounts.
3. Statement of Operations – General Fund
  - a. Overall Revenue is up compared to July 2020 by \$265K. Revenue to date received of \$2,036,823 of the total \$2,701,153 budgeted.
    - i. Taxes – overall up about \$110K from prior year. Ad Valorem taxes are up \$49K from prior year. City and County sales tax revenue is up about \$53K so have had some strong months so far this year. Last year June and July Sales tax was declining due to the lag from shutdowns starting in March. Liquor Tax is up about \$2K, Motor Vehicle up \$2K and Special Assessments up \$3K.
    - ii. Fees and Licenses – down year to date by \$3K, Utility Franchise Fees are down by about \$13K, Pool Fees are up by about \$10K.
    - iii. Building Permits – remains strong and up by \$57K from prior year with a large permit purchased this month.
    - iv. Intergovernmental Fees are down slightly by \$4K through July as compared to last year. Police services are down but Public Works services are up.
    - v. Restricted Use – decreased by \$4K due to State Highway Maintenance funds that were deposited directly in that fund in the current year.
    - vi. Fines – continue to be at lower levels this year and are down \$27K from prior year.
    - vii. Grants and Donations – this reflects the Federal ARPA - American Rescue Plan Act distribution received in July of \$124,475 that provided funding to state and local governments to help aid in revenue replacement, negative economic impacts of COVID-19 and other eligible uses of funds.
    - viii. Miscellaneous Income – up \$10K due to reimbursements and other income received throughout the year.
  - b. Overall Expenditures are about even at \$1,398,529 for the year to date through July, up by \$4K compared to the prior year.
    - i. General Overhead total expenditures of \$9,083 for the month. The year-to-date spending is up from the prior year by \$33K. The majority of increase is in the Professional Fees line items as noted in previous months.
    - ii. Administrative expenditures of \$19,723 for the month, year to date is down \$5K the prior year.
    - iii. Public Works total expenditures of \$30,190 for July, to date spending is up by \$2K compared to last year.
    - iv. Police expenditures are \$90,824 this month, down year to date from prior by \$16K. This is due to Wages of \$22K below prior year, professional fees up \$13K. Equipment and Maintenance spending down \$5K.
    - v. Parks and Rec expenditures up some at \$1,899 for the month which is down for the year by \$4K compared to prior year to date.
    - vi. Cancelled Encumbrances and clearing outstanding checks totaling \$12K that is returning cash to the general fund balance.
  - c. Net Receipts Over (Under) Expenditures in the General Fund are \$165,808 for the month, largely due to the ARPA funds received. Year to date through July we have positive receipts over expenditures of \$651,104 which is an increase over the prior year at this time of \$274K.
4. Other Funds – Current Month and Year to Date
  - a. CIP Sales tax Revenue was strong this month - \$25K, generally averaging about \$23K a month.

- b. CIP Expense of \$38K – W 47<sup>th</sup> Street project Survey, Design and Engineering expense on annex streets and state line.
- c. Debt Service – Reclassified interest of 5050 Rainbow of \$6668.75 to this fund that was originally paid in January through the General Fund.

I am happy to answer any questions and stand for any comments at the meeting or upon request.

Michelle Ryan  
City of Westwood Treasurer



**City of Westwood, Kansas**  
**Balance Sheet by Fund**  
 As of July 31, 2021

	General Fund 07/31/2021	Capital Improvements Fund 07/31/2021	Equipment Reserve Fund 07/31/2021	Stormwater Fund 07/31/2021	Special Highway Fund 07/31/2021	Woodside TIF/CID Fund 07/31/2021	Debt Service Fund 07/31/2021	All Funds 07/31/2021
<b>Assets</b>								
Current Assets								
Cash In Bank	1,418,480.80	909,780.93	101,240.25	290,582.59	102,794.36	345,037.50	91,135.80	3,259,052.23
Cash In Bank - Bond Fund	35,649.96	0.00	0.00	0.00	0.00	0.00	0.00	35,649.96
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	125.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00
Bill.com Money Out Clearing	191.90	0.00	0.00	0.00	0.00	0.00	0.00	191.90
<b>Total Current Assets</b>	<b>1,454,457.01</b>	<b>909,780.93</b>	<b>101,240.25</b>	<b>290,582.59</b>	<b>102,794.36</b>	<b>345,037.50</b>	<b>91,135.80</b>	<b>3,295,028.44</b>
<b>Total Assets</b>	<b>\$ 1,454,457.01</b>	<b>\$ 909,780.93</b>	<b>\$ 101,240.25</b>	<b>\$ 290,582.59</b>	<b>\$ 102,794.36</b>	<b>\$ 345,037.50</b>	<b>\$ 91,135.80</b>	<b>\$ 3,295,028.44</b>
<b>Liabilities and Fund Balance</b>								
Current Liabilities								
Woodside Village Deposits	9.19	0.00	0.00	0.00	0.00	0.00	0.00	9.19
Refundable Bond Deposits	35,219.99	0.00	0.00	0.00	0.00	0.00	0.00	35,219.99
<b>Total Current Liabilities</b>	<b>35,229.18</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>35,229.18</b>
<b>Total Liabilities</b>	<b>35,229.18</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>35,229.18</b>
Fund Balance								
Fund Balance	768,123.80	850,050.47	125,319.46	175,237.98	56,119.53	275,697.32	125,984.85	2,376,533.41
Fund Balance - Current Year	651,104.03	59,730.46	(24,079.21)	115,344.61	46,674.83	69,340.18	(34,849.05)	883,265.85
<b>Total Fund Balance</b>	<b>1,419,227.83</b>	<b>909,780.93</b>	<b>101,240.25</b>	<b>290,582.59</b>	<b>102,794.36</b>	<b>345,037.50</b>	<b>91,135.80</b>	<b>3,259,799.26</b>
<b>Total Liabilities and Fund Balance</b>	<b>\$ 1,454,457.01</b>	<b>\$ 909,780.93</b>	<b>\$ 101,240.25</b>	<b>\$ 290,582.59</b>	<b>\$ 102,794.36</b>	<b>\$ 345,037.50</b>	<b>\$ 91,135.80</b>	<b>\$ 3,295,028.44</b>

No assurance is provided. Substantially all disclosures omitted.

## City of Westwood, Kansas

### Cash Flow

For the One Month Ended July 31, 2021

	General Fund Month Ending 07/31/2021	Capital Improvements Fund Month Ending 07/31/2021	Equipment Reserve Fund Month Ending 07/31/2021	Stormwater Fund Month Ending 07/31/2021	Special Highway Fund Month Ending 07/31/2021	Woodside TIF/CID Fund Month Ending 07/31/2021	Debt Service Fund Month Ending 07/31/2021	All Funds Month Ending 07/31/2021
<b>Unencumbered Cash, Beginning Period</b>	<b>1,288,898.37</b>	<b>922,456.61</b>	<b>101,240.25</b>	<b>290,582.59</b>	<b>87,529.82</b>	<b>335,436.89</b>	<b>98,004.55</b>	<b>3,124,149.08</b>
<b>Receipts</b>								
Taxes	78,164.01	25,443.71	0.00	0.00	0.00	0.00	0.00	103,607.72
Fees and Licenses	44,016.32	0.00	0.00	0.00	0.00	0.00	0.00	44,016.32
Building Permits	39,730.80	0.00	0.00	0.00	0.00	0.00	0.00	39,730.80
Intergovernmental	24,150.02	0.00	0.00	0.00	0.00	0.00	0.00	24,150.02
Restricted Use	0.00	0.00	0.00	0.00	15,264.54	21,003.42	0.00	36,267.96
Fines	5,782.00	0.00	0.00	0.00	0.00	0.00	0.00	5,782.00
Grants and Donations	124,475.27	0.00	0.00	0.00	0.00	0.00	0.00	124,475.27
Reimbursements	1,101.00	0.00	0.00	0.00	0.00	0.00	0.00	1,101.00
Miscellaneous	111.48	0.00	0.00	0.00	0.00	0.00	0.00	111.48
<b>Total Receipts</b>	<b>317,530.90</b>	<b>25,443.71</b>	<b>0.00</b>	<b>0.00</b>	<b>15,264.54</b>	<b>21,003.42</b>	<b>0.00</b>	<b>379,242.57</b>
<b>Expenditures</b>								
Salary & Benefits	135,113.70	0.00	0.00	0.00	0.00	0.00	0.00	135,113.70
Employee Expenses	22.00	0.00	0.00	0.00	0.00	0.00	0.00	22.00
Professional Fees	9,189.81	0.00	0.00	0.00	0.00	0.00	0.00	9,189.81
General Operating Expenses	4,754.14	0.00	0.00	0.00	0.00	0.00	0.00	4,754.14
Utilities	8,789.08	0.00	0.00	0.00	0.00	0.00	0.00	8,789.08
Equipment and Maintenance	282.28	0.00	0.00	0.00	0.00	0.00	0.00	282.28
Street and Stormwater	(6,668.75)	38,119.39	0.00	0.00	0.00	0.00	6,668.75	38,119.39
Park and Events	440.00	0.00	0.00	0.00	0.00	0.00	0.00	440.00
Miscellaneous	(200.00)	0.00	0.00	0.00	0.00	11,402.81	200.00	11,402.81
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>151,722.26</b>	<b>38,119.39</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11,402.81</b>	<b>6,868.75</b>	<b>208,113.21</b>
Prior Year Cancelled Encumbrances	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Increase / (Decrease) in Refundable Bond Deposits	(250.00)	0.00	0.00	0.00	0.00	0.00	0.00	(250.00)
<b>Unencumbered Cash, End of Period</b>	<b>\$ 1,454,457.01</b>	<b>\$ 909,780.93</b>	<b>\$ 101,240.25</b>	<b>\$ 290,582.59</b>	<b>\$ 102,794.36</b>	<b>\$ 345,037.50</b>	<b>\$ 91,135.80</b>	<b>\$ 3,295,028.44</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, 2021 and 2020

	Month Ending 07/31/2021	Year To Date 07/31/2021	Year To Date 07/31/2020	Year Ending 12/31/2021	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
<b>Receipts</b>					
Taxes	\$ 78,164.01	\$ 1,319,459.19	\$ 1,209,314.95	\$ 1,717,803.00	(398,343.81)
Fees and Licenses	44,016.32	259,299.55	262,821.01	474,200.00	(214,900.45)
Building Permits	39,730.80	79,492.10	22,064.50	30,000.00	49,492.10
Intergovernmental	24,150.02	185,869.29	189,744.78	336,100.00	(150,230.71)
Restricted Use	0.00	0.00	3,735.45	0.00	0.00
Fines	5,782.00	53,262.75	80,196.00	140,000.00	(86,737.25)
Grants and Donations	124,475.27	124,475.27	43.75	0.00	124,475.27
Reimbursements	1,101.00	1,101.00	0.00	0.00	1,101.00
Miscellaneous	111.48	13,864.17	3,327.78	3,050.00	10,814.17
<b>Total Receipts</b>	<b>317,530.90</b>	<b>2,036,823.32</b>	<b>1,771,248.22</b>	<b>2,701,153.00</b>	<b>(664,329.68)</b>
<b>Expenditures</b>					
General Overhead					
Salary & Benefits	1,995.85	20,735.83	33,119.24	59,478.00	(38,742.17)
Employee Expenses	0.00	1,171.86	0.00	1,200.00	(28.14)
Professional Fees	6,548.50	169,383.18	110,017.44	184,716.00	(15,332.82)
General Operating Expenses	899.87	6,534.66	8,461.82	21,630.00	(15,095.34)
Utilities	6,368.26	134,666.84	154,413.50	242,258.00	(107,591.16)
Equipment and Maintenance	0.00	95.04	0.00	0.00	95.04
Street and Stormwater	(6,668.75)	0.00	0.00	264,670.00	(264,670.00)
Park and Events	140.00	1,640.00	3,582.00	14,750.00	(13,110.00)
Miscellaneous	(200.00)	0.00	0.00	0.00	0.00
Intergovernmental	0.00	8,718.50	0.00	0.00	8,718.50
Interfund Transfers	0.00	0.00	0.00	296,730.00	(296,730.00)
<b>Total General Overhead</b>	<b>9,083.73</b>	<b>342,945.91</b>	<b>309,594.00</b>	<b>1,085,432.00</b>	<b>(742,486.09)</b>
Administrative					
Salary & Benefits	19,673.49	153,094.16	155,970.02	286,562.00	(133,467.84)
Employee Expenses	0.00	5,420.99	4,541.14	6,100.00	(679.01)
Professional Fees	50.00	1,460.00	0.00	0.00	1,460.00
General Operating Expenses	0.00	16,915.97	20,938.28	18,030.00	(1,114.03)
Park and Events	0.00	40.00	380.50	2,000.00	(1,960.00)
Interfund Transfers	0.00	0.00	0.00	3,000.00	(3,000.00)
<b>Total Administrative</b>	<b>19,723.49</b>	<b>176,931.12</b>	<b>181,829.94</b>	<b>315,692.00</b>	<b>(138,760.88)</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, 2021 and 2020

	Month Ending 07/31/2021	Year To Date 07/31/2021	Year To Date 07/31/2020	Year Ending 12/31/2021	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
Public Works					
Salary & Benefits	28,327.17	219,816.13	217,754.90	389,236.00	(169,419.87)
Employee Expenses	22.00	3,012.03	1,947.78	6,900.00	(3,887.97)
Professional Fees	0.00	5,945.00	3,415.00	15,000.00	(9,055.00)
General Operating Expenses	1,023.27	10,271.09	13,372.23	22,050.00	(11,778.91)
Utilities	742.66	7,178.68	5,831.13	23,500.00	(16,321.32)
Equipment and Maintenance	75.80	20,479.44	22,201.68	44,000.00	(23,520.56)
Interfund Transfers	0.00	0.00	0.00	40,000.00	(40,000.00)
Total Public Works	<u>30,190.90</u>	<u>266,702.37</u>	<u>264,522.72</u>	<u>540,686.00</u>	<u>(273,983.63)</u>
Police					
Salary & Benefits	85,117.19	519,241.69	541,867.52	1,053,180.00	(533,938.31)
Employee Expenses	0.00	6,414.92	9,180.18	26,500.00	(20,085.08)
Professional Fees	2,591.31	38,332.28	25,141.82	65,800.00	(27,467.72)
General Operating Expenses	2,824.02	27,362.84	27,045.69	58,500.00	(31,137.16)
Utilities	236.69	2,260.43	1,946.91	5,000.00	(2,739.57)
Equipment and Maintenance	55.50	4,599.71	10,138.32	17,974.00	(13,374.29)
Park and Events	0.00	1,045.08	0.00	0.00	1,045.08
Interfund Transfers	0.00	0.00	0.00	20,000.00	(20,000.00)
Total Police	<u>90,824.71</u>	<u>599,256.95</u>	<u>615,320.44</u>	<u>1,246,954.00</u>	<u>(647,697.05)</u>
Parks & Rec					
Professional Fees	0.00	0.00	0.00	10,000.00	(10,000.00)
General Operating Expenses	6.98	2,169.83	218.66	2,000.00	169.83
Utilities	1,441.47	8,176.41	15,273.36	31,000.00	(22,823.59)
Equipment and Maintenance	150.98	1,556.19	7,061.11	6,000.00	(4,443.81)
Park and Events	300.00	791.02	374.74	11,850.00	(11,058.98)
Total Parks & Rec	<u>1,899.43</u>	<u>12,693.45</u>	<u>22,927.87</u>	<u>60,850.00</u>	<u>(48,156.55)</u>
Total Expenditures	151,722.26	1,398,529.80	1,394,194.97	3,249,614.00	(1,851,084.20)
Prior Year Cancelled Encumbrances	0.00	12,810.51	0.00	0.00	12,810.51
<b>Receipts Over (Under) Expenditures</b>	<b><u>\$ 165,808.64</u></b>	<b><u>\$ 651,104.03</u></b>	<b><u>\$ 377,053.25</u></b>	<b><u>\$ (548,461.00)</u></b>	<b><u>1,199,565.03</u></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, 2021

Other Funds

	Capital Improvements Fund Month To Date 07/31/2021 <u>Actual</u>	Equipment Reserve Fund Month To Date 07/31/2021 <u>Actual</u>	Stormwater Fund Month To Date 07/31/2021 <u>Actual</u>	Special Highway Fund Month To Date 07/31/2021 <u>Actual</u>	Woodside TIF/CID Fund Month To Date 07/31/2021 <u>Actual</u>	Debt Service Fund Month To Date 07/31/2021 <u>Actual</u>
<b>Receipts</b>						
Taxes						
City Sales & Use Tax - Special	25,443.71	0.00	0.00	0.00	0.00	0.00
Total Taxes	\$ 25,443.71	\$ 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	11,569.69	0.00	0.00
WV CID-1	0.00	0.00	0.00	0.00	14,880.09	0.00
WV CID-2	0.00	0.00	0.00	0.00	6,123.33	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	<u>25,443.71</u>	<u>0.00</u>	<u>0.00</u>	<u>15,264.54</u>	<u>21,003.42</u>	<u>0.00</u>
<b>Expenditures</b>						
Street and Stormwater						
Capital Improvement Expense	38,119.39	0.00	0.00	0.00	0.00	6,668.75
Total Street and Stormwater	<u>38,119.39</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,668.75</u>
Miscellaneous						
UMB TIF Payment	0.00	0.00	0.00	0.00	0.00	200.00
UMB CID Payment	0.00	0.00	0.00	0.00	11,402.81	0.00
Total Miscellaneous	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>11,402.81</u>	<u>200.00</u>
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	<u>38,119.39</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>11,402.81</u>	<u>6,868.75</u>
<b>Receipts Over (Under) Expenditures</b>	<b><u>\$ (12,675.68)</u></b>	<b><u>\$ 0.00</u></b>	<b><u>\$ 0.00</u></b>	<b><u>\$ 15,264.54</u></b>	<b><u>\$ 9,600.61</u></b>	<b><u>\$ (6,868.75)</u></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, 2021

Other Funds

	Capital Improvements Fund Year To Date 07/31/2021 <small>Actual</small>	Equipment Reserve Fund Year To Date 07/31/2021 <small>Actual</small>	Stormwater Fund Year To Date 07/31/2021 <small>Actual</small>	Special Highway Fund Year To Date 07/31/2021 <small>Actual</small>	Woodside TIF/CID Fund Year To Date 07/31/2021 <small>Actual</small>	Debt Service Fund Year To Date 07/31/2021 <small>Actual</small>
<b>Receipts</b>						
Taxes						
Ad Valorem Tax	0.00	0.00	0.00	0.00	0.00	14,988.69
City Sales & Use Tax - Special	165,067.05	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Tax	0.00	0.00	0.00	0.00	0.00	424.27
<b>Total Taxes</b>	<b>\$ 165,067.05</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 15,412.96</b>
Restricted Use						
Stormwater Utility Fee	0.00	0.00	120,278.88	0.00	0.00	0.00
State Hwy Maintenance	0.00	0.00	0.00	11,074.35	0.00	0.00
Special Highway Fund Revenue	0.00	0.00	0.00	35,953.99	0.00	0.00
WV Ad Valorem Tax	0.00	0.00	0.00	0.00	388,097.08	0.00
WV CID-1	0.00	0.00	0.00	0.00	84,372.52	0.00
WV CID-2	0.00	0.00	0.00	0.00	37,015.71	0.00
Miscellaneous	0.00	0.00	688.78	0.00	0.00	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Receipts</b>	<b>165,067.05</b>	<b>0.00</b>	<b>120,967.66</b>	<b>47,028.34</b>	<b>509,485.31</b>	<b>15,412.96</b>
<b>Expenditures</b>						
Equipment and Maintenance						
Repairs & Maint Leaf Truck	0.00	0.00	235.06	0.00	0.00	0.00
Machinery & Equipment Purchase	0.00	24,079.21	0.00	0.00	0.00	0.00
Special Highway Maintenance	0.00	0.00	0.00	353.51	0.00	0.00
<b>Total Equipment and Maintenance</b>	<b>0.00</b>	<b>24,079.21</b>	<b>235.06</b>	<b>353.51</b>	<b>0.00</b>	<b>0.00</b>
Street and Stormwater						
Capital Improvement Expense	105,336.59	0.00	0.00	0.00	0.00	6,668.75
Stormwater Expense	0.00	0.00	972.10	0.00	0.00	0.00
Leaf Pickup Expenses	0.00	0.00	4,415.89	0.00	0.00	0.00
Miscellaneous						
UMB TIF Payment	0.00	0.00	0.00	0.00	370,652.70	387.00
UMB CID Payment	0.00	0.00	0.00	0.00	69,492.43	0.00
Interest on GO Bond	0.00	0.00	0.00	0.00	0.00	43,206.26
<b>Total Miscellaneous</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>440,145.13</b>	<b>43,593.26</b>
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>105,336.59</b>	<b>24,079.21</b>	<b>5,623.05</b>	<b>353.51</b>	<b>440,145.13</b>	<b>50,262.01</b>
<b>Receipts Over (Under) Expenditures</b>	<b>\$ 59,730.46</b>	<b>\$ (24,079.21)</b>	<b>\$ 115,344.61</b>	<b>\$ 46,674.83</b>	<b>\$ 69,340.18</b>	<b>\$ (34,849.05)</b>

No assurance is provided. Substantially all disclosures omitted.

**City of Westwood, Kansas  
Appropriation Ordinance No. 729**

**AN ORDINANCE APPROPRIATING CITY EXPENDITURES FOR THE PERIOD OF JULY 1, 2021 - JULY 31, 2021 AND SUMMARIZING SAID EXPENDITURE HEREIN.**

	<b>General Month Ending 7/31/2021</b>	<b>Capital Improvements Month Ending 7/31/2021</b>	<b>Equipment Reserve Month Ending 7/31/2021</b>	<b>Stormwater Month Ending 7/31/2021</b>	<b>Special Highway Month Ending 7/31/2021</b>	<b>Woodside TIF/CID Month Ending 7/31/2021</b>	<b>Debt Service Month Ending 7/31/2021</b>	<b>Total All Funds Month Ending 7/31/2021</b>
<b>Expenditures</b>								
Salary & Benefits	135,113.70	0.00	0.00	0.00	0.00	0.00	0.00	135,113.70
Employee Expenses	22.00	0.00	0.00	0.00	0.00	0.00	0.00	22.00
Professional Fees	9,189.81	0.00	0.00	0.00	0.00	0.00	0.00	9,189.81
General Operating Expenses	4,754.14	0.00	0.00	0.00	0.00	0.00	0.00	4,754.14
Utilities	8,789.08	0.00	0.00	0.00	0.00	0.00	0.00	8,789.08
Equipment and Maintenance	282.28	0.00	0.00	0.00	0.00	0.00	0.00	282.28
Street and Stormwater	(6,668.75)	38,119.39	0.00	0.00	0.00	0.00	6,668.75	38,119.39
Park and Events	440.00	0.00	0.00	0.00	0.00	0.00	0.00	440.00
Miscellaneous	(200.00)	0.00	0.00	0.00	0.00	11,402.81	200.00	11,402.81
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>151,722.26</b>	<b>38,119.39</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11,402.81</b>	<b>6,868.75</b>	<b>208,113.21</b>

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

**SECTION 1. The Claims included herin are hereby approved and allowed.**

**SECTION 2. That the payment of all claims and charges against the respective accounts and funds provided in the budget for the year 2021 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 12th day of August, 2021.**

\_\_\_\_\_  
**MAYOR**

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

## **COUNCIL ACTION FORM**

Meeting Date: August 12, 2021

Staff Contact: Leslie Herring, Chief Administrative Officer / City Clerk

---

Agenda Item: Consider Adopting Ordinance No. 1021 Regulating the Sale of Enhanced Cereal Malt Beverages and Beer Containing Not More Than 6% Alcohol by Volume

---

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

House Bill 2502 was enacted by the Kansas Legislature and signed by the Governor on March 15, 2018 to allow licensed retailers to sell cereal malt beverages (CMB) containing not more than 6% alcohol by volume (ABV) (“enhanced cereal malt beverages”), a change from the historic cap of 3.2% ABV.

Effective the date established by HB 2502 – April 1, 2019 –State law prevails over the City’s currently outdated ordinance which still reflects a cap 3.2% ABV. The passage of Ordinance 1021 will bring the City’s regulations in line with State prevailing law and is a formality to ensure our regulations reflect current state law.

### **Staff Recommendation**

As the City Code is now more restrictive than, and in conflict with State law, staff deems it appropriate to amend Chapter 3 Article 2 of the City Code. Further, staff recommends maintaining the regulations and provisions previously established by this section; however, upon conferring with the City Attorneys, a recommendation is being made to make the renewal of existing CMB licenses subject to administrative/staff review and approval while maintaining the issuance of all new CMB licenses be subject to Governing Body approval.

**Budget Impact** – N/A

### *Suggested Motion*

*I move to adopt Ordinance No. 1021 Amending WMC 3-213(l) and 3-304(b) regulating the sale of enhanced cereal malt beverages and beer containing not more than 6% alcohol by volume pursuant to Kansas House Bill 2502.*

## ORDINANCE NO. 1021

AN ORDINANCE REGULATING THE SALE OF ENHANCED CEREAL MALT BEVERAGES AND BEER CONTAINING NOT MORE THAN 6% ALCOHOL BY VOLUME WITHIN THE CITY OF WESTWOOD, KANSAS.

WHEREAS, the Kansas Legislature during the 2018 legislative session adopted HB 2502 providing for amendments to the Kansas Liquor Control Act and the Kansas Cereal Malt Beverage Act, the effective date for which was set for April 1, 2019 following the adoption of rules and regulations by the Director of Alcoholic Beverage Control (“ABC”);

WHEREAS, the City of Westwood deems it appropriate in light of the adoption of HB 2502 and the adoption of rules and regulations by the ABC that the City’s Code provisions relating to the regulation of Cereal Malt Beverages be amended as provided for within this Ordinance;

WHEREAS, the City of Westwood deems it appropriate to allow for administrative approval of renewal of licenses to sell enhanced cereal malt beverage,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER KANSAS:

SECTION ONE. Westwood Municipal Code Title 3, Article 2, shall be amended in part to provide as follows:

### ARTICLE 1. GENERAL PROVISIONS

3-101. DEFINITIONS. Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this chapter, have the meanings indicated in this section.

(a) Alcohol - means the product of distillation of any fermented liquid, whether rectified or diluted, whatever the origin thereof, and includes synthetic ethyl alcohol but does not include denatured alcohol or wood alcohol.

(b) Alcoholic Liquor - means alcohol, spirits, wine, beer and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed as a beverage by a human being, but shall not include any cereal malt beverage.

(c) Caterer - means an individual, partnership or corporation which sells alcoholic liquor by the individual drink, and provides services related to the serving thereof, on unlicensed premises which may be open to the public, but does not include a holder of a temporary permit selling alcoholic liquor in accordance with the terms of such permit.

(d) Class A Club - means a premises which is owned or leased by a corporation, partnership, business trust or association and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans' club, as determined by the State of Kansas, for the exclusive use of the corporate stockholders, partners, trust beneficiaries or associates (hereinafter referred to as members), and their families and guests accompanying them.

(e) Class B Club - means a premises operated for profit by a corporation, partnership or individual, to which members of such club may resort for the consumption of food or alcoholic beverages and for entertainment.

(f) Club - means a Class A or Class B club.

(g) Drinking Establishment - means premises which may be open to the general public, where alcoholic liquor by the individual drink is sold.

(h) "Enhanced Cereal Malt Beverage" means cereal malt beverage as that term is defined in K.S.A. 41-2701, and amendments thereto, and such term shall include beer containing not more than 6% alcohol by volume when such beer is sold by a retailer licensed under the Kansas cereal malt beverage act.

(i) General Retailer - means a person who has a license to sell cereal malt beverages at retail for consumption on the licensed premises. One who operates a cereal malt beverage establishment. 3-2

(j) Limited Retailer - means a person who has a license to sell cereal malt beverages at retail only in original and unopened containers and not for consumption on the premises.

(k) Place of Business. - Any place at which cereal malt beverages or alcoholic beverages or both are sold.

(l) Retailer - means any person who sells or offers for sale any cereal malt beverage for use or consumption and not for resale in any form.

(m) Temporary Permit - means a permit, issued in accordance with the laws of the State of Kansas, which allows the permit holder to offer for sale, sell and serve alcoholic liquor for consumption on unlicensed premises, open to the public.

(n) Wholesaler or distributor. - Any individuals, firms, copartnerships, corporations and associations which sell or offer for sale any beverage referred to in this chapter, to persons, copartnerships, corporations and associations authorized by this chapter to sell cereal malt beverages at retail.

(Code 2008)

Westwood Municipal Code Title 3, Article 2, shall be amended in its entirety to provide as follows:

## ARTICLE 2. CEREAL MALT BEVERAGES

3-201. LICENSE REQUIRED OF GENERAL AND LIMITED RETAILERS. (a) It shall be unlawful for any person to sell any cereal malt beverage at retail without a license for each place of business where cereal malt beverages are to be sold at retail.

(b) It shall be unlawful for any person, having a license to sell cereal malt beverages at retail only in the original and unopened containers and not for consumption on the premises, to sell any cereal malt beverage in any other manner. (K.S.A. 41-2702; Code 1970, 3-201; Code 1993, 3-102; Code 2008)

3-202. APPLICATION. An application for renewal of a CMB license shall be submitted to the city clerk no less than 45 days preceding the expiration of the applicant's current license. The application shall be verified, and upon a form prepared by the attorney general of the State of Kansas, and shall contain:

(a) The name and residence of the applicant and how long he or she has resided within the State of Kansas;

(b) The particular place for which a license is desired;

(c) The name of the owner of the premises upon which the place of business is located;

(d) The names and addresses of all persons who hold any financial interest in the particular place of business for which a license is desired.

(e) A statement that the applicant is a citizen of the United States and not less than 21 years of age and that he or she has not within two years immediately preceding the date of making application been convicted of a felony or any crime involving moral turpitude, or been adjudged guilty of drunkenness, or driving a motor vehicle while under the influence of intoxicating liquor or the violation of any other intoxicating liquor law of any state or of the United States;

(f) Each application for a general retailer's license shall be accompanied by a certificate from the city health officer certifying that he or she has inspected the premises to be licensed and that the same comply with the provisions of chapter 8 of this code.

(g) Each application for a general retailer's license must be accompanied by a certificate from the city fire chief certifying that he or she has inspected the premises to be licensed and that the same comply with the provisions of chapter 7 of this code.

The application shall be accompanied by a statement, signed by the applicant, authorizing any governmental agency to provide the city with any information pertinent to the application. One copy of such application shall immediately be transmitted to the chief of police of the city for investigation of the applicant. It shall be the duty of the chief of police to investigate such applicant to determine whether he or she is qualified as a licensee under the provisions of this chapter. The chief shall report to the city clerk not later than five working days subsequent to the receipt of such application. The application

shall be scheduled for consideration by the governing body at the earliest meeting consistent with current notification requirements. (Code 2008)

3-202A. LICENSE APPLICATION PROCEDURES. (a) All applications for a new enhanced cereal malt beverage license shall be submitted to the city clerk 10 days in advance of the governing body meeting at which they will be considered.

(b) The clerk's office shall endeavor to provide copies of all applications for new CMB licenses to the police department, to the fire department, and to the county health department, when they are received. The police department will run a records check on all applicants and the fire department and health department will inspect the premises in accord with 3-202 (f) and (g) herein. The departments will then make every effort to recommend approval, or disapproval, of applications within five (5) working days of the department's receipt of the application

(c) For renewal of a CMB license, the city clerk's office shall notify the applicant of an existing license thirty (30) days in advance of its expiration.

(c) Renewal licenses may be issued by the city clerk upon payment of the necessary fee if the licensee's license has not been suspended or revoked pursuant to Section 3-209 during the license term and the licensee continues to meet the qualifications for issuance of the license.

(d) The governing body may decline to consider any application for a new license that has not been submitted 10 days in advance and been reviewed by the above departments.

(e) An applicant who has not had an enhanced cereal malt beverage license in the city shall attend the governing body meeting when the application for a new license will be considered. (Code 2008)

3-203. LICENSE GRANTED; DENIED. (a) The minutes of the governing body shall show the action taken on the application.

(b) If the license is granted, the city clerk shall issue the license which shall show the name of the licensee and the year for which issued.

(c) No license shall be transferred to another licensee.

(d) If the license shall be denied, the license fee shall be immediately returned to the person who has made application. (Code 1983, 3-105)

3-204. LICENSE TO BE POSTED. Each license shall be posted in a conspicuous place in the place of business for which the license is issued. (Code 1983, 3-106)

3-205. LICENSE, DISQUALIFICATION. No general or limited retail license shall be issued to:

(a) A person who has not been a resident in good faith of the state of Kansas for at least one year immediately preceding application and a resident of Johnson county for at least six months prior to filing of such application.

(b) A person who is not a citizen of the United States.

(c) A person who is not of good character and reputation in the community in which he or she resides.

(d) A person who, within two years immediately preceding the date of making application, has been convicted of a felony or any crime involving moral turpitude, or has been adjudged guilty of drunkenness or driving a motor vehicle while under the influence of intoxicating liquor or the violation of any other intoxicating liquor law of any state or of the United States.

(e) A partnership, unless all the members of the partnership shall otherwise be qualified to obtain a license.

(f) A corporation if any manager, officer or director thereof or any stockholder owning in the aggregate more than 25 percent of the stock of such corporation would be ineligible to receive a license hereunder for any reason other than nonresidence within the city or county.

(g) A corporation, if any manager, officer or director thereof, or any stockholder owning in the aggregate more than 25 percent of the stock of such corporation, has been an officer, manager or director, or a stockholder owning in the aggregate more than 25 percent of the stock, of a corporation which: (A) Has had a retailer's license revoked under K.S.A. 41-2708 and amendments thereto; or (B) has been convicted of a violation of the drinking establishment act or the cereal malt beverage laws of this state.

(h) A person whose place of business is conducted by a manager or agent unless such manager or agent possesses the same qualifications required of the licensee.

(i) A person whose spouse would be ineligible to receive a retailer's license for any reason other than citizenship, retailer residency requirements or age, except that this subsection (i) shall not apply in determining eligibility for a renewal license. (Code 2008)

3-206. RESTRICTION UPON LOCATION. (a) No general or limited retail license shall be issued for the sale at retail of any enhanced cereal malt beverage on premises which are located in areas not zoned for such purpose.

(b) It shall be unlawful to sell or dispense at retail any enhanced cereal malt beverage at any place within the city limits that is within a 200-foot radius of any church, school or library.

(c) Provisions of this section shall not apply to any establishment holding a private club license issued by the State of Kansas.

(d) The distance limitation of subsection (b) above shall not apply to any establishment holding a cereal malt beverage license issued by the city when the licensee has petitioned for and received a waiver of the distance limitation. The

governing body shall grant such a waiver only following public notice and hearing. (K.S.A. 41-2704; Code 1993, 3-115; Code 2008)

- 3-207. LICENSE FEE. The rules and regulations regarding license fees shall be established administratively, the license fee to be prorated. The licensee shall only be authorized to operate under the license for the remainder of the calendar year in which the license is issued. (Code 2008)
- 3-208. SUSPENSION OF LICENSE. The chief of police, upon five (5) days' written notice, shall have the authority to suspend such license for a period not to exceed thirty (30) days, for any violation of the provisions of this chapter or other laws pertaining to enhanced cereal malt beverages, which violation does not in his or her judgment justify a recommendation of revocation. The licensee may appeal such order of suspension to the governing body within seven days from the date of such order. (Code 2008)
- 3-209. LICENSE SUSPENSION/REVOCAION BY GOVERNING BODY. The governing body of the city shall give thirty (30) days written notice to a person holding a license to sell enhanced cereal malt beverages of its intent to suspend said license and providing the license holder the opportunity to request a hearing before the Governing Body. Such license may be suspended for a period not more than thirty (30) days, or permanently revoked for any of the following reasons:
- (a) If a licensee has fraudulently obtained the license by giving false information in the application therefor;
  - (b) If the licensee has violated any of the provisions of this article or has become ineligible to obtain a license under this article;
  - (c) Drunkenness of a person holding such license, drunkenness of a licensee's manager or employee while on duty and while on the premises for which the license is issued, or for a licensee, his or her manager or employee permitting any intoxicated person to remain in such place selling enhanced cereal malt beverages;
  - (d) The sale of enhanced cereal malt beverages to any person under 21 years of age;
  - (e) For permitting any gambling in or upon any premises licensed under this article;
  - (f) For permitting any person to mix drinks with materials purchased in any premises licensed under this article or brought into the premises for this purpose;
  - (g) For the employment of any person under the age established by the State of Kansas for employment involving dispensing enhanced cereal malt beverages;
  - (h) For the employment of persons adjudged guilty of a felony or of a violation of any law relating to intoxicating liquor;

(i) For the sale or possession of, or for permitting the use or consumption of alcoholic liquor within or upon any premises licensed under this article;

(j) The nonpayment of any license fees;

(k) If the licensee has become ineligible to obtain a license under this chapter;

(l) The provisions of subsections (f) and (i) shall not apply if such place of business is also currently licensed as a private club. (K.S.A. 41-2708; Code 2008)

- 3-210. SAME; APPEAL. The licensee, within twenty (20) days after the order of the governing body revoking any license, may appeal to the district court of Johnson County and the district court shall proceed to hear such appeal as though such court had original jurisdiction in the matter. Any appeal taken under this section shall not suspend the order of revocation or suspension during the pendency of such appeal. In case of the revocation of the license of any licensee, no new license shall be issued to such person or any person acting for or on his or her behalf, for a period of six months thereafter. (K.S.A. 41-2708; Code 2008)
- 3-211. CHANGE OF LOCATION. If a licensee desires to change the location of his or her place of business, he or she shall make an application to the governing body showing the same information relating to the proposed location as in the case of an original application. If the application is in proper form and the location is not in a prohibited zone and all other requirements relating to such place of business are met, a new license shall be issued for the new location for the balance of the year for which a current license is held by the licensee. (Code 2008)
- 3-212. WHOLESALERS AND/OR DISTRIBUTORS. It shall be unlawful for any wholesaler and/or distributor, his, her or its agents or employees, to sell and/or deliver enhanced cereal malt beverages within the city, to persons authorized under this article to sell the same within this city unless such wholesaler and/or distributor has first secured a license from the director of revenue, state commission of revenue and taxation of the State of Kansas authorizing such sales. (K.S.A. 41-307:307a; Code 2008)
- 3-213. BUSINESS REGULATIONS. It shall be the duty of every licensee to observe the following regulations.
- (a) The place of business licensed and operating under this article shall at all times have a front and rear exit unlocked when open for business.
- (b) The premises and all equipment used in connection with such business shall be kept clean and in a sanitary condition and shall at all times be open to the inspection of the police and health officers of the city, county and state.
- (c) Except as provided by subsection (d) and subsection (l), no enhanced cereal malt beverages may be sold or dispensed between the hours of 12:00 midnight and 6:00 a.m., or consumed between the hours of 12:30 a.m., and 6:00

a.m.; closing hours for clubs shall conform to K.S.A. 41-2614 and any amendments thereto.

(d) Enhanced cereal malt beverages may be sold at any time alcoholic liquor is allowed by law to be served on premises which are licensed pursuant to K.S.A. 41-2701 et seq., and licensed as a club by the State Director of Alcoholic Beverage Control.

(e) The place of business shall be open to the public and to the police at all times during business hours, except that premises licensed as a club under a license issued by the State Director of Alcoholic Beverage Control shall be open to the police and not to the public.

(f) It shall be unlawful for any licensee or agent or employee of the licensee to become intoxicated in the place of business for which such license has been issued.

(g) No licensee or agent or employee of the licensee shall permit any intoxicated person to remain in the place of business for which such license has been issued.

(h) No licensee or agent or employee of the licensee shall sell or permit the sale of enhanced cereal malt beverage to any person under 21 years of age.

(i) No licensee or agent or employee of the licensee shall permit any gambling in the place of business for which such license has been issued.

(j) No licensee or agent or employee of the licensee shall permit any person to mix alcoholic drinks with materials purchased in said place of business or brought in for such purpose.

(k) No licensee or agent or employee of the licensee shall employ any person under the legal age for consumption of enhanced cereal malt beverage in dispensing enhanced cereal malt beverages. No licensee shall employ any person who has been judged guilty of a felony.

(l) The sale at retail of cereal malt beverages in the original package is allowed within the City on any Sunday, except Easter, between the hours of 9:00 a.m. and 8:00 p.m.

3-214.

**PROHIBITED CONDUCT ON PREMISES.** The following conduct by an enhanced cereal malt beverage licensee, manager or employee of any licensed enhanced cereal malt beverage establishment on the premises thereof is deemed contrary to public welfare and is prohibited:

(a) Remaining or permitting any person to remain in or upon the premises who exposes to view any portion of the female breasts below the top of the areola or any portion of males'/females' pubic hair, anus, buttocks or genitals;

(b) Permitting any employee to touch, caress or fondle the breasts, buttocks, anus, vulva or genitals of any other employee or any patron;

(c) Encouraging or permitting any patron to touch, caress or fondle the breasts, buttocks, anus, vulva, or genitals of any employee;

(d) Performing or permitting any person to perform acts of or acts which simulate: (1) Sexual intercourse, masturbation, sodomy, or any other sexual act which is prohibited by law; or (2) Touching, caressing or fondling such persons' breasts, buttocks, anus or genitals.

(e) Using or permitting any person to use any artificial devices or inanimate objects to depict any of the acts prohibited by paragraph (d) of this section.

(f) Showing or permitting any person to show any motion picture, film, photograph, electronic reproduction, or other visual reproduction depicting: (1) Acts or simulated acts of sexual intercourse, masturbation, sodomy, or any sexual act which is prohibited by law; (2) The touching, caressing or fondling of the buttocks, anus, genitals or the female breasts; (3) Scenes in which a person displays the buttocks, anus, genitals or the female breasts.

(g) As used in this section, the term premises means the premises licensed by the city as a cereal malt beverage establishment and such other areas, under the control of the licensee or his or her employee or employees, that are in such close proximity to the licensed premises that activities and conduct of persons within such other areas may be viewed by persons on or within the licensed premises. (Code 2008)

3-215. SANITARY CONDITIONS REQUIRED. All parts of the licensed premises including furnishings and equipment shall be kept clean and in a sanitary condition, free from flies, rodents and vermin at all times. The licensed premises shall have at least one restroom for each sex easily accessible at all times to its patrons and employees. The restroom shall be equipped with at least one lavatory with hot and cold running water, be well lighted, and be furnished at all times with paper towels or other mechanical means of drying hands and face. Each restroom shall be provided with adequate toilet facilities which shall be of sanitary design and readily cleanable. The doors of all toilet rooms shall be self closing and toilet paper at all times shall be provided. Easily cleanable receptacles shall be provided for waste material and such receptacles in toilet rooms for women shall be covered. The restrooms shall at all times be kept in a sanitary condition and free of offensive odors and shall be at all times subject to inspection by the city health officer or designee. (Code 2008)

3-216. MINORS ON PREMISES. (a) It shall be unlawful for any person under 21 years of age to remain on any premises where the sale of enhanced cereal malt beverages is licensed for on-premises consumption. (b) This section shall not apply if the person under 21 years of age is an employee of the licensed establishment, or is accompanied by his or her parent or guardian, or if the licensed establishment derives not more than thirty (30) percent of its gross receipts in each calendar year from the sale of enhanced cereal malt beverages for on premises consumption. (Code 2008)



## Chief Administrative Officer/City Clerk Report

August 2021

To: Mayor and City Council  
From: Leslie Herring, Chief Administrative Officer/City Clerk  
Date: August 12, 2021  
RE: Update on some of the key areas of focus of the Administration Department

### Current Priorities

2<sup>nd</sup> Quarter (April) through 3<sup>rd</sup> Quarter (September) 2021

- *Update the City's personnel policy*
  - With Chief Mansell on board and a full executive team restored, City staff is reviewing and working through the City Attorney's comments on the draft policy. City staff anticipates presenting it to the Administration & Compensation Committee in late August before bringing it to the full City Council for consideration of adoption, hopefully on September 9<sup>th</sup>.
- *Develop the 2022 City budget*
  - Following last month's budget worksession, City staff is continuing to work with the City Treasurer to finalize the details of the FY 2022 budget in preparation for final adoption at the Council's September 9<sup>th</sup> regular meeting. The budget summary and notice of public hearing will be published in the August 24<sup>th</sup> issue of *The Legal Record*.
  - The City's three-year contract with the State of Kansas expires on December 31, 2021 and is up for renewal. City staff is currently exploring options to ensure the best possible coverage and best possible rates for employees and will bring forward a recommendation to the governing body this fall.
- *Review and consider updates to the Comprehensive Plan and the City's zoning ordinance*
  - City staff is working this month to compile draft modifications to both the comprehensive plan and the zoning regulations and will present proposed changes to the Planning Commission at its next regular meeting on September 13<sup>th</sup>. The changes proposed will incorporate Planning Commission subcommittee work performed to-date as well as staff recommendations. The Planning Commission is working from a schedule that forecasts final adoption of changes to occur by the end of 2021.
- *Create City Council handbook and review strategic planning priorities*
  - ✓ The City Council adopted the Governing Body Handbook at its June 2021 regular meeting.

- City Councilmembers received a survey from BOARDynamics last week and should respond to such survey before August 12<sup>th</sup>. This survey will inform the all-day off-site retreat of the City Council, set for Sunday, October 3<sup>rd</sup>, location is still to be determined.
- At its April 21<sup>st</sup> strategic planning meeting, the City Council discussed the draft (but not yet adopted) 2016 Governing Body Strategic Action Plan. No direction was provided relating to adoption of the document nor to the development of a modified nor alternate strategic plan; however, councilmembers expressed interest in working at the committee and staff level on some of the action items identified but not yet completed.
- *Support the development of a future facilities plan and plan for future use of City-owned/optioned property*
  - Staff, with a small working group, is currently analyzing options and avenues for pursuing the community's and City's stated desires and objectives.
- *Facilitate Complete Streets Implementation*
  - W. 47<sup>th</sup> Pl. – The MARC PSP study consultants will hold a charette to demonstrate design possibilities on 47<sup>th</sup> Place from Monday, September 20<sup>th</sup> – Wednesday, September 22<sup>nd</sup>. City staff and the project steering committee are working with MARC and the consultant team to finalize the event, what will be demonstrated, and the communications approach.
  - Complete Streets Task Force – The Task Force's Complete Streets Plan was presented to the Public Works Committee on July 15<sup>th</sup> and to the Planning Commission on August 2<sup>nd</sup>. It will be presented tonight as part of the Public Works Committee report.

## **GovBuilt**

Effective August 1<sup>st</sup>, all building and right-of-way permits are being issued through GovBuilt and City staff has discontinued its use of Microsoft Access. Credit cards are successfully being processed both online and at the City Hall window and all static (pdf) building permit application forms are being removed from the website this week. Westwood staff is working with GovBuilt, Forte, and Westwood Hills, and Mission Woods to work out any additional items needing attention during this implementation phase.

## **Building Services**

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

### *Residential*

New Construction – None

Additions

- 3012 W. 51st St. – Add two-car garage
- 4810 Booth St. – Add a second story

Alterations

- 4924 Booth St. – Finish basement
- 2504 W. 51<sup>st</sup> St. – Install roof-mount solar panels

Demolition – None

*Commercial*

New Construction – None

Additions – None

Alterations – None

Demolition – None

# WESTWOOD

July 2021

ACTIVITIES / OFFENSE	THIS MONTH	21-YTD	20-YTD	21-Avg	CHANGE
<i>PART I CRIMES</i>					
MURDER					No Change
RAPE			1		-1
ROBBERY		2		0.29	2
<b>BURGLARY</b>					
BUSINESS		1		0.14	1
RESIDENTIAL		1	1	0.14	No Change
VEHICLE		4	11	0.57	-7
MOTOR VEH THEFT		2	4	0.29	-2
LARCENY / THEFT	5	10	12	1.43	-2
ASSAULT / BATTERY	1		3		-3
<b>ARRESTS</b>					
FELONY		1	2	0.14	-1
MISDEMEANOR					No Change
TRAFFIC		1	2	0.14	-1
DRUG	2	9	10	1.29	-1
DUI		1	1	0.14	No Change
WARRANTS	5	33	18	4.71	15
CONFINED			6		-6
<b>SUMMONS</b>					
HAZARD	30	66	312	9.43	-246
NON-HAZARD	43	224	753	32.00	-529
DUI		1	1	0.14	No Change
ORD. VIOLATION	6	58	2	8.29	56
<b>ACCIDENTS</b>					
NON-INJURY	2	8	8	1.14	No Change
INJURY		1	3	0.14	-2
PRIVATE PROPERTY		3		0.43	3
ADMIN.DUTIES-PD	44	100	134	14.29	-34
ADMIN.DUTIES - CITY	4	12	11	1.71	1
ALARM	11	46	21	6.57	25
ANIMAL	5	26	7	3.71	19
ASSIST - POLICE	5	33	17	4.71	16
ASSIST - PUB MOTOR	22	75	38	10.71	37
BLD. CHECK-SHAKE		23	6	3.29	17
BLD. CHECK-PATROL	545	6002	8010	857.43	-2008
BUSINESS CHECK	4	1368	182	195.43	1186
CIVIL MATTER	1	2	2	0.29	No Change
EXTRA PATROL HAZARD					No Change
EXTRA PATROL NON HAZ					No Change
EXTRA PATROL DUI					No Change
EXTRA PATROL ORD.					No Change

# WESTWOOD

July 2021

ACTIVITIES / OFFENSE	THIS MONTH	21-YTD	20-YTD	21-Avg	CHANGE
CRIMINAL DAMAGE	1	2	4	0.29	-2
DISTURBANCE	2	6	17	0.86	-11
DISORDERLY CONDUCT					No Change
FIELD INTERVIEW FORM					No Change
FIRE		5	4	0.71	1
FOLLOW UP		31	2	4.43	29
INFO / INVEST	7	48	28	6.86	20
JUVENILE		4	2	0.57	2
<b>MENTAL HEALTH</b>					
SUICIDE					No Change
ATT SUICIDE			1		-1
INVOLUNTARY COMMITTAL					No Change
ALL OTHER MENTAL HEALTH	1	3		0.428571429	3
MEDICAL CALL	13	81	33	11.57142857	48
NATURE UNKNOWN			1		-1
NOISE COMPLAINT	3	7	5	1.00	2
OPEN DOOR		5	18	0.71	-13
ORD. COMPLAINT		5		0.71	5
ORD. VIOL WARNING			1		-1
ORD. VIOL LETTER	1	1		0.14	1
OTHER	1	4		0.57	4
PED. CHECK	1	4	1	0.57	3
PUBLIC SERVICE	14	96	60	13.71	36
RECOVERED PROP		2	4	0.29	-2
RESIDENCE CHECK	13	148	167		-19
SUSPICIOUS SUBJECT	6	26	21	3.71	5
VEH CHECK OCCUPIED	1	7	9	1.00	-2
VEH CHECK UNOCCUPIED		49	24	7.00	25
TELE. CALL HARASS					No Change
TELE. CALL THREAT		2		0.29	2
TRAFFIC COMPLAINT		10	5	1.43	5
TRAFFIC WARNING	28	8	123	1.14	-115
UNATTENDED DEATH		3		0.43	3

<b>Total Activity</b>	711	<b>Last Year - YTD Activity</b>	8878
<b>Year to Date Activity</b>	8263	<b>Difference in Activity</b>	-615
<b>Total Monthly Summons</b>	79		
<b>Hazardous Summons Percentage</b>	38%		

**WESTWOOD  
INCIDENT SUMMARY**

**LARCENY / THEFT**

**CASE NO:** 21-0161      **LOCATION:** 4701 Mission Rd  
**DATE :** 07/08/2021  
**ACTIVITY:** Unknown suspect removed a catalytic converter from the vehicle.

**CASE NO:** 21-0162      **LOCATION:** 4701 Mission Rd  
**DATE :** 07/09/2021  
**ACTIVITY:** Unknown suspect removed grocery items from the store without paying for them.

**CASE NO:** 21-0166      **LOCATION:** 4701 Mission Rd  
**DATE :** 07/12/2021  
**ACTIVITY:** Known suspect was caught stealing food items several times.

**CASE NO:** 21-0169      **LOCATION:** 2001 W 47th Pl  
**DATE :** 07/17/2021  
**ACTIVITY:** Unknown suspect(s) broke out the passenger side window and removed a handbag and moisturizer cream.

**CASE NO:** 21-0174      **LOCATION:** 2000 W 47th Pl  
**DATE :** 07/21/2021  
**ACTIVITY:** Unknown suspect(s) removed the victim's gym bag from his locker.

**ASSAULT/BATTERY**

**CASE NO:** 21-0159      **LOCATION:** 4701 Mission l  
**DATE :** 07/04/2021  
**ACTIVITY:** Husband and wife were arguing inside the store and the wife slapped the husband in the face.

WESTWOOD  
COURT SUMMARY  
JULY, 2021

COURT DATE	ARRAIGNMENTS	TRIALS	FINES	LETTERS	WARRANTS
July 09, 2021	27	04	\$ 2,340.00	09	18
July 16, 2021	12	05	\$ 2,399.00	08	00
July 30, 2021	53	04	\$ 6,037.00	23	22
<b>TOTALS</b>					
July, 2021	92	13	\$ 10,776.00	40	40
July, 2020	238	28	\$ 19,222.00	307	03
			<b>TOTAL (10,776.00) less</b>		
			* Kansas DL fees:		\$366.00
			* Judges Training Fund:		\$ 24.00
			* LET Training Fund:		\$ 540.00
			* Seat Belt Safety Fund:		\$ 0.00
			<b>July, 2021 TOTAL:</b>		<b>\$9,846.00</b>

Y.T.D. TOTALS 2021		Y.T.D. TOTALS 2020	
ARRAIGNMENTS:	513	ARRAIGNMENTS:	1180
TRIALS	94	TRIALS:	154
LETTERS:	268	LETTERS:	1437
WARRANTS:	211	WARRANTS:	68
FINES:	\$57,571.75	FINES:	\$95,096.65
KS DL FEES:	\$1260.00	KS DL FEES:	\$1194.00
JUDGES FUND:	\$139.50	JUDGES FUND:	\$355.00
L.E.T.FUND:	\$3,187.00	L.E.T FUND:	\$6,484.00
SEAT BELT FUND:	\$180.00	SEAT BELT FUND:	\$160.00

## **COUNCIL ACTION FORM**

Meeting Date: August 12, 2021

Staff Contact: Curt Mansell, Chief of Police

---

Agenda Item: Consider contract renewal with All City Management Services Inc. to provide school crossing guard services at the intersection of 50<sup>th</sup> Street and Rainbow Blvd for the students from Westwood View Elementary for the 2021-2022 school year.

---

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

The City contracts annually for school crossing guard services at the intersection of 50<sup>th</sup> & Rainbow Blvd. Although this contract for services is facilitated by the City of Westwood, the City of Westwood Hills reimburses Westwood 50% of the contract cost each year. In an effort to reduce cost and increase service delivery, beginning with the 2016-2017 school year, the City began contracting with All City Management Services.

### **Staff Comments/Recommendation**

All City Management Services Inc. has successfully provided crossing guard services for the past five school years and the City has found them to be consistent and thorough in delivering a high level of service. Staff recommends the City Council approve, and authorize the Mayor to renew, the contract with All City Management Services Inc. to provide crossing guard services in the 2021-2022 school year.

### **Budget Impact**

This contract is anticipated each year and is included in the annual budget adoption process. For this contract year, All City Management Services is increasing its hourly rate by \$1.02 (from \$20.42 to \$21.44). This results in a total contract increase for the school year of \$367 based on a projection of working 360 hours. This new contract amount is contemplated in the proposed FY 2022 budget. As noted above, the City of Westwood Hills does cover 50% of the contract cost.

### ***Suggested Motion***

*I move to authorize the Mayor to renew the contract with All City Management Services Inc. to provide crossing guard services in the 2021-2022 school year.*



## AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated August \_\_, 2021 and is between the CITY OF WESTWOOD (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

### WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2021 and ends on June 30, 2022 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City’s representative in dealing with the Contractor shall be designated by the City of Westwood.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City’s jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
  - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
  - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
  - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
  - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).
12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-one Dollars and Forty-four Cents (**\$21.44**) per hour, per Crossing Guard during the term. Based on a minimum of one (1) site the Contractor shall bill a minimum of 2.0 hours per day, per Crossing Guard, unless Contractor fails to perform service. Based upon a projected (360) hours of service the cost shall not exceed Seven Thousand, Seven Hundred and Eighteen Dollars (\$7,718.00) per year.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

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

**CITY**

**CONTRACTOR**

**City of Westwood**

**All City Management Services, Inc.**

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

By \_\_\_\_\_  
D. Farwell, Corporate Secretary

Date \_\_\_\_\_

Date \_\_\_\_\_

## **Westwood Public Works Monthly Report**

**TO: GOVERNING BODY**  
**FROM: JOHN SULLIVAN, DIRECTOR OF PUBLIC WORKS**  
**RE: MONTHLY REPORT, JULY 2021**  
**DATE: AUGUST 9, 2021**

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:
  - Kansas UPROW Committee Meeting – Virtual – 1.5 hrs.
  - ULCC Meeting – Virtual – 1 hr.
  - KCMMB – Virtual – 1.5 hrs.
  - Public Works Directors Meeting – Local - 1.5 hrs.
  - Emergency Managers Forum – Virtual - 1 hr.
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 patched potholes in various locations.
15. We performed monthly safety checks at all City properties as well as monthly fire extinguisher inspections.
16. Mitch is attending monthly Safety Committee Meetings.
17. We irrigated the newly planted trees and flowers.
18. We cleaned catch basin fronts.
19. We trimmed trees in the city at various locations.
20. We performed street sweeping operations on several occasions.

21. We performed Street Light maintenance on several occasions to include photocell replacement, ballast replacement, and driver replacement.
22. We delivered and picked up barricades for both Westwood Hills and Mission Woods for their Independence Day festivities.
23. We trimmed tree limbs from in front of street signs and sidewalks.
24. We painted various walls in the Admin and Public Safety areas.

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, 2021  
Re: Monthly Status Report

---

- W. 47<sup>th</sup> Street Project: The design process is continuing. The ROW for W. 47<sup>th</sup> Street has 8 properties that will require both permanent and temporary easements. Because this is a KDOT funded project we must pay for the easements. A land manger will be approaching the affected properties to work out a deal once they have been appraised. Our first submission to KDOT has been submitted. I have met with the street light folks for this project and have discussed the requirements for these lights. We are awaiting cost estimates.
- 2021 Street Improvement Projects: We have received two bids for the project. The bid appears to be within our budget parameters as established at the beginning of 2021. The bid will be presented at the August Council Meeting for consideration of approval.
- State Line CARS Project: The interlocal agreement has been signed by KCMO. The agreement has been delivered to the Kansas AG for approval and signature. This project was bid with the 2021 Street Improvement Projects and is with in the expected budget parameters.
- Stone Wall, 4800 Rainbow Blvd: We have received a preliminary budget for replacement of the wall from our engineering study. We will be meeting with the City Attorney to discuss our legal options and responsibilities and ask for an opinion letter from him regarding the outcome of that discussion.
- Mission Woods request for participation in a traffic signal modification, striping and handicap ramp relocation related to Shawnee Mission Parkway and Rainbow: The City of Westwood shares the intersection previously mentioned with the City of Mission Woods (25% Westwood, 75% Mission Woods). Mission Woods would like to add an additional crosswalk on the east side of the intersection and on the south side of the intersection. They would also like to move the crosswalk that is on the west side of the intersection farther east which would require new handicap ramps. I indicated we would not participate in any improvements in Mission Woods, and I would have to discuss with the Public Works committee whether we want to bring

forward a project and what that may cost. We are in the very early stages of discussion, and I don't think we have a good understanding of what signal modifications will be required. The city of Mission Woods wants this done sooner rather than later. We shall see.

## COUNCIL ACTION FORM

Meeting Date: August 12, 2021

Staff Contact: John Sullivan, Public Works Director

---

Agenda Item: Consider low bid from J.M. Fahey Construction Company for construction of the 2021 street program

---

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

The City of Westwood, City of Westwood Hills and City of Kansas City, Missouri, have partnered to make certain improvements to the existing alley between W. 48<sup>th</sup> Street and W. 48<sup>th</sup> Terrace, 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 to perform work within the City of Westwood on 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. Each city has agreed and understands that the costs attributable to their respective cities shall be borne by that city. It is further understood that the parties can affect substantial savings by Westwood assuming responsibility for administering construction of the entire project within the agreed upon limits.

The City of Westwood invited seven (7) contractors to bid on the projects. The City received two (2) sealed bids on August 5<sup>th</sup><sup>1</sup>, at which time the City Clerk opened the responses and read them aloud. The low bid was received from J.M. Fahey Construction Company in the amount of \$381,083.70. The Engineer's Estimate is \$387,489.00. The actual cost of the combined projects to the City of Westwood is \$180,709.80. The 2021 budget for the projects is \$188,524.00 indicating we are within budget.

### **Staff Recommendation**

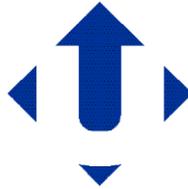
Staff recommends Council accepts the bid from J.M. Fahey Construction Company in the amount of \$381,083.70 and to authorize the Mayor to sign an agreement for this project as stipulated in the bid documents.

### *Suggested Motion*

*I move to accept the bid of J.M. Fahey Construction Company for an amount not to exceed \$381,083.70 and to authorize the Mayor to execute an agreement for the scope of work stipulated in the bid documents.*

---

<sup>1</sup> The City Engineer's letter of recommendation included in the meeting packet erroneously states that three bids were received. Only two bids were received for this project.



**UHL ENGINEERING, INC.**

7211 West 98<sup>th</sup> Street, Suite 110 Overland Park, Kansas 66212

(913) 385-2670 • Fax (913) 385-2671

[www.uhlengineering.com](http://www.uhlengineering.com)

August 10, 2021

John Sullivan  
Director of Public Works  
City of Westwood  
2545 West 47th Street  
Westwood, KS 66205

***2021 WESTWOOD, WESTWOOD HILLS, KCMO STREET IMPROVMENTS  
CITY OF WESTWOOD, KANSAS***

Dear Mr. Sullivan,

Bids were opened on Thursday, August 5th, 2021 for the above referenced project.

Three bids were received. The contractors each provided a bid ranging from \$381,083.70 to \$573968.30 for the base bid. The summary sheet is attached.

J.M. Fahey Construction is the apparent low bidder. We have reviewed their bid along with the other documentation they submitted and believe that they are qualified to undertake and complete this project satisfactorily.

Therefore, it is recommended that the City award J.M. Fahey Construction the contract to build the project for the Base Bid in the following amounts:

**\$381,083.70 Base Bid**

If you have questions or comments on this matter, please contact me at 913.385.2670.

Sincerely,  
**UHL ENGINEERING, INC.**

*Terry S. Uhl*

Project #1  
 C.A.R.S. #320001348  
 State Line Rd: North City Limits to South City Limits  
 Westwood, Kansas

ITEM	UNITS	QTY		Engineer's Estimate		J.M. Fahey Construction		McAnany Construction		QTY		Engineer's Estimate		J.M. Fahey Construction		McAnany Construction	
		WESTWOOD QTY	KS UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	KCMO QTY	MO UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<b>1 Clearing &amp; Demolition</b>																	
Mobilization	L.S.	\$ 1.00	2,500.00	\$ 2,500.00	1,200.00	\$ 1,200.00	1,500.00	\$ 1,500.00	\$ 1.00	\$ 2,750.00	\$ 2,750.00	1,200.00	\$ 1,200.00	1,500.00	\$ 1,500.00	1,500.00	\$ 1,500.00
Traffic Control	L.S.	\$ 1.00	2,500.00	\$ 2,500.00	1,300.00	\$ 1,300.00	1,500.00	\$ 1,500.00	\$ 1.00	\$ 2,750.00	\$ 2,750.00	1,300.00	\$ 1,300.00	1,500.00	\$ 1,500.00	1,500.00	\$ 1,500.00
Construction Staking	L.S.	\$ 1.00	1,250.00	\$ 1,250.00	300.00	\$ 300.00	1,500.00	\$ 1,500.00	\$ 1.00	\$ 1,375.00	\$ 1,375.00	300.00	\$ 300.00	1,500.00	\$ 1,500.00	1,500.00	\$ 1,500.00
Remove Curb and Gutter	L.F.	\$ 26.00	10.00	\$ 260.00	12.00	\$ 312.00	100.00	\$ 2,600.00	-	\$ 11.00	-	-	-	-	-	-	-
Remove Concrete Sidewalk	S.Y.	\$ 5.00	11.00	\$ 55.00	80.00	\$ 400.00	500.00	\$ 2,500.00	-	\$ 12.10	-	-	-	-	-	-	-
3" Asphalt Mill	S.Y.	\$ 2,247.20	3.00	\$ 6,741.60	4.50	\$ 10,112.40	6.00	\$ 13,483.20	\$ 1,849.90	\$ 3.30	\$ 6,104.67	4.50	\$ 8,324.55	6.00	\$ 11,099.40	100.00	\$ 1,099.40
Remove Concrete Pavement	S.Y.	\$ 46.90	18.00	\$ 844.20	17.00	\$ 797.30	100.00	\$ 4,690.00	-	\$ 19.80	-	-	-	100.00	-	-	-
<b>2 Erosion Control</b>																	
Erosion Control	L.S.	\$ 1.00	100.0	\$ 100.00	250.0	\$ 250.00	750.0	\$ 750.00	\$ 1.00	0.0	\$ -	250.0	\$ 250.00	750.0	\$ 750.00	750.0	\$ 750.00
<b>3 Streets &amp; Driveways</b>																	
3" Asphalt Overlay	S.Y.	\$ 2,247.20	21.0	\$ 47,191.20	12.5	\$ 28,090.00	18.0	\$ 40,449.60	\$ 1,849.90	23.1	\$ 42,732.69	12.5	\$ 23,123.75	18.0	\$ 33,298.20	100.0	\$ 1,000.00
Concrete Curb and Gutter	L.F.	\$ 122.20	25.0	\$ 3,055.00	64.0	\$ 7,820.80	60.0	\$ 7,332.00	-	27.5	-	-	-	60.0	-	-	-
Concrete Sidewalk	S.Y.	\$ 5.00	60.0	\$ 300.00	125.0	\$ 625.00	200.0	\$ 1,000.00	-	66.0	-	-	-	200.0	-	-	-
Concrete Pavement 8"	S.Y.	\$ 46.90	70.0	\$ 3,283.00	130.0	\$ 6,097.00	100.0	\$ 4,690.00	-	77.0	-	-	-	100.0	-	-	-
Pavement Markings, Yellow																	
4" Thermoplastic -Lane Lines	LF	\$ 1,119.20	2.3	\$ 2,518.20	1.1	\$ 1,231.12	5.0	\$ 5,596.00	\$ 1,145.80	2.5	\$ 2,835.86	1.1	\$ 1,260.38	5.0	\$ 5,729.00	100.0	\$ 1,000.00
Pavement Markings, White																	
24" Thermoplastic -Stop Bar	LF	\$ 29.00	24.0	\$ 696.00	24.3	\$ 703.25	50.0	\$ 1,450.00	\$ 52.00	26.4	\$ 1,372.80	24.3	\$ 1,261.00	50.0	\$ 2,600.00	100.0	\$ 1,000.00
C.A.R.S. Sign	Each	\$ 1.00	1,000.0	\$ 1,000.00	800.0	\$ 800.00	1,000.0	\$ 1,000.00	-	1,100.0	-	800.0	-	1,000.0	-	-	-
<b>Sub Total</b>			<b>\$ 72,294.20</b>		<b>\$ 60,038.87</b>		<b>\$ 90,040.80</b>		<b>Sub Total</b>	<b>\$ 59,921.02</b>		<b>\$ 37,019.68</b>		<b>\$ 57,976.60</b>			

**Project #1 Totals**

Engineer's Estimate (Plus Contingency)	\$ 145,557.74
J.M. Fahey Construction	\$ 97,058.55
McAnany Construction	\$ 90,040.80



**Project #2**  
**Annex Mill Overlay**  
**Westwood, Kansas**

ITEM	UNITS	QUANTITY	Engineer's Estimate		J.M. Fahey Construction		McAnany Construction	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1 Mobilization	L.S.	1	3,500	3500	2,500	2500	2,000	2000
Traffic Control	L.S.	1.0	3,500	3500	2,200	2200	2,000	2000
Construction Staking	L.S.	1.0	2,500.00	2500	1,500	1500	2,000	2000
Remove Curb and Gutter	L.F.	600.5	10.00	6005	12.00	7206	50.00	30025
2" Asphalt Mill	S.Y.	5,776.0	2.50	14440	2.75	15884	4.00	23104
Remove Concrete Sidewalk	S.Y.	3.1	11.00	34.1	100.00	310	500.00	1550
Remove Concrete Pavement	S.Y.	23.3	18.00	419.4	17.00	396.1	200.00	4660
Remove Asphalt Pavement	S.Y.	281.4	15.00	4221	12.00	3376.8	30.00	8442
<b>2 Erosion Control</b>								
Erosion Control	L.S.	1.0	100.0	100	1,000.0	1000	100.0	100
<b>Streets &amp; Driveways</b>								
3 2" Asphalt Overlay	S.Y.	5,776.0	18.00	\$ 103,968.00	8.8	50540	12.0	69312
Concrete Curb and Gutter	L.F.	384.9	25.0	\$ 9,622.50	64.0	24633.6	50.0	19245
Concrete Sidewalk	S.Y.	3.1	60.0	\$ 186.00	125.0	387.5	1,000.0	3100
Concrete Pavement 8"	S.Y.	149.5	70.0	\$ 10,465.00	130.0	19435	150.0	22425
Asphalt Pavement (Full Depth)	S.Y.	25.0	44.5	\$ 1,112.50	150.0	3750	200.0	5000
8" Gravel	S.Y.	5.7	8.0	\$ 45.60	200.0	1140	500.0	2850
<b>4 Storm Sewers</b>								
4" HDPE Pipe in Gravel trench w/ Fabric	LF	100.0	30	\$ 3,000.00	55	5500	150	15000
12" AdvanEDGE Drain (includes fittings)	LF	18.0	40	\$ 720.00	60	1080	100	1800
Remove and Replace Curb Inlet Lid and Throat	Each	1.0	\$ 2,500.00	\$ 2,500.00	5,000	5000	4,500	4500
<b>5 Landscape</b>								
Sodding disturbed areas	S.Y.	108	\$ 6.00	\$ 646.86	45	4851.45	50	5390.5
			<b>\$166,985.96</b>		<b>\$150,690.45</b>		<b>\$222,503.50</b>	

**Project #2 Totals**

Engineer's Estimate (Plus Contingency)	183,684.56
J.M. Fahey Construction	\$150,690.45
McAnany Construction	\$222,503.50



**Segment #3**  
**Westwood Hills Alley**  
**Westwood, Kansas**

ITEM	UNITS	QUANTITY	Engineer's Estimate		J.M. Fahey Construction		McAnany Construction	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<b>1 Clearing &amp; Demolition</b>								
Mobilization	L.S.	1.00	3500 \$	3,500.00	1200 \$	1,200.00	3000 \$	3,000.00
Traffic Control	L.S.	1.00	2500 \$	2,500.00	600 \$	600.00	3000 \$	3,000.00
Construction Staking	L.S.	1.00	1250 \$	1,250.00	300 \$	300.00	3000 \$	3,000.00
Remove Curb and Gutter	L.F.	14.00	10 \$	140.00	12 \$	168.00	200 \$	2,800.00
Remove Asphalt Pavement	S.Y.	128.90	15 \$	1,933.50	12 \$	1,546.80	50 \$	6,445.00
Remove Concrete Pavement	S.Y.	16.50	18 \$	297.00	17 \$	280.50	200 \$	3,300.00
<b>2 Erosion Control</b>								
Erosion Control	L.S.	1.00	200 \$	200.00	500 \$	500.00	500 \$	500.00
<b>3 Streets &amp; Driveways</b>								
Concrete Curb and Gutter	L.F.	14.00	25 \$	350.00	64 \$	896.00	200 \$	2,800.00
Concrete Pavement 8"	S.Y.	40.00	70 \$	2,800.00	130 \$	5,200.00	200 \$	8,000.00
Concrete Alley 8"	S.Y.	122.20	70 \$	8,554.00	200 \$	24,440.00	200 \$	24,440.00
<b>5 Landscape</b>								
Sodding disturbed areas	S.Y.	34.30	6 \$	205.80	45 \$	1,543.50	100 \$	3,430.00
			\$	21,730.30	\$	36,674.80	\$	60,715.00

**Project #3 Totals**

<b>Engineer's Estimate (Plus Contingency)</b>	<b>\$23,903.33</b>
<b>J.M. Fahey Construction</b>	<b>\$36,674.80</b>
<b>McAnany Construction</b>	<b>\$60,715.00</b>



**Project #4**  
**C.A.R.S. #320001349**  
**State Line Rd:48th Terrace to 50th Terrace**  
**Westwood Hills, Kansas**

ITEM	UNITS	QTY		Engineer's Estimate		J.M. Fahey Construction		McAnany Construction		QTY		Engineer's Estimate		J.M. Fahey Construction		McAnany Construction	
		WESTWOOD QTY	KS UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	KCMO QTY	MO UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<b>1 Clearing &amp; Demolition</b>																	
Mobilization	L.S.	\$ 1.00	2,500.00	\$2,500.00	1,200.00	\$1,200.00	1,500.00	\$1,500.00	1.0	\$2,750.00	\$2,750.00	1,200.00	\$1,200.00	1,500.00	\$1,500.00	1,500.00	\$1,500.00
Traffic Control	L.S.	\$ 1.00	2,500.00	\$2,500.00	1,300.00	\$1,300.00	1,500.00	\$1,500.00	1.0	\$2,750.00	\$2,750.00	1,300.00	\$1,300.00	1,500.00	\$1,500.00	1,500.00	\$1,500.00
Construction Staking	L.S.	\$ 1.00	1,250.00	\$1,250.00	300.00	\$300.00	1,500.00	\$1,500.00	1.0	\$1,375.00	\$1,375.00	300.00	\$300.00	1,500.00	\$1,500.00	1,500.00	\$1,500.00
3" Asphalt Mill	S.Y.	\$ 2,372.80	3.00	\$7,118.40	4.50	\$10,677.60	6.00	\$14,236.80	2,084.3	\$3.30	\$6,878.19	4.50	\$9,379.35	6.00	\$12,505.80	6.00	\$12,505.80
<b>2 Erosion Control</b>																	
Erosion Control	L.S.	\$ 1.00	0.0	\$0.00	250.00	\$250.00	1,000.0	\$1,000.00	1.0	\$0.00	\$0.00	250.00	\$250.00	1,000.0	\$1,000.00	1,000.0	\$1,000.00
<b>3 Streets &amp; Driveways</b>																	
3" Asphalt Overlay	S.Y.	\$ 2,372.80	21.0	\$49,828.80	12.50	\$29,660.00	18.0	\$42,710.40	2,084.3	\$23.10	\$48,147.33	12.50	\$26,053.75	18.0	\$37,517.40	18.0	\$37,517.40
Concrete Curb and Gutter	L.F.	\$ 122.20	25.0	\$3,055.00	64.00	\$7,820.80	60.0	\$7,332.00	0.0	\$27.50	\$0.00	64.00	\$0.00	60.0	\$0.00	60.0	\$0.00
Pavement Markings, Yellow 4"																	
Thermoplastic -Lane Lines	LF	\$ 791.00	2.3	\$1,779.75	1.30	\$1,028.30	5.0	\$3,955.00	791.0	\$2.48	\$1,957.73	1.30	\$1,028.30	5.0	\$3,955.00	5.0	\$3,955.00
Pavement Markings, White 4"																	
Thermoplastic -Lines	LF	\$ 230.00	2.3	\$517.50	3.15	\$724.50	10.0	\$2,300.00	182.0	\$2.48	\$450.45	3.15	\$573.30	10.0	\$1,820.00	10.0	\$1,820.00
Pavement Markings, White 24"																	
Thermoplastic -Stop Bar	LF	\$ 18.00	24.0	\$432.00	24.25	\$436.50	50.0	\$900.00	30.0	\$26.40	\$792.00	24.25	\$727.50	50.0	\$1,500.00	50.0	\$1,500.00
Pavement Markings, White																	
Thermoplastic -Turn Arrow	Each	\$ 1.00	125.0	\$125.00	425.00	\$425.00	500.0	\$500.00	1.0	\$137.50	\$137.50	425.00	\$425.00	500.0	\$500.00	500.0	\$500.00
Reuse CARS signs from previous																	
WWH CARS Project	Each	\$ 2.00	500.0	\$1,000.00	800.00	\$1,600.00	1,000.0	\$2,000.00	0.0	\$550.00	\$0.00	800.00	\$0.00	1,000.0	\$0.00	1,000.0	\$0.00
				<b>\$70,106.45</b>	<b>55,422.70</b>		<b>\$79,434.20</b>						<b>\$65,238.20</b>	<b>\$41,237.20</b>		<b>\$63,298.20</b>	

**Project #4 Totals**

<b>Engineer's Estimate (Plus Contingency)</b>	<b>\$ 148,879.11</b>
<b>J.M. Fahey Construction</b>	<b>\$ 96,659.90</b>
<b>McAnany Construction</b>	<b>\$142,732.40</b>



Project Totals				Project #1 - WW/KCMO SLR			Project #2 - WW Streets			Project #3 - WWH Alley			Project #1 - WW/KCMO SLR			Project Totals		
	Westwood KS (\$)	Kansas City, MO (\$)	Total	Westwood (\$)	Westwood Hills (\$)	Westwood Hills KS (\$)	Kansas City, MO (\$)	Total										
Engineer's Estimate (Plus Contingency)	\$79,523.62	\$65,913.12	\$145,436.74	166985.96	\$ 21,730.30	\$77,117.10	\$71,762.01	\$148,879.11									\$483,032.11	
J.M. Fabey Construction	\$60,038.87	\$37,019.68	\$97,058.55	150690.45	\$ 36,674.80	\$55,422.70	\$41,237.20	\$96,659.90									\$381,083.70	
McAnany Construction	\$90,040.80	\$57,976.60	\$148,017.40	222503.5	\$ 60,715.00	\$79,434.20	\$63,298.20	\$142,732.40									\$573,968.30	



**BID**

**2021 PROJECTS  
CITY OF WESTWOOD,  
JOHNSON COUNTY, KANSAS**

Name of Bidder J.M. Fahey Construction Company

Address of Bidder 408 High Grove Road, Grandview, MO 64030

Telephone Number of Bidder ( 816 ) 763-3010

To the CITY OF WESTWOOD, KANSAS

THE UNDERSIGNED BIDDER, having examined the Plans, Specifications, Regulations of the Contract, Special Conditions and other proposed Contract Documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by the Proposal; (b) the location, arrangement, and specified requirements for the proposed work; (c) the location, character and conditions of existing streets, pavements, surfacing's, walks, curbs, gutters, trees, sewers, utilities, drainage courses and structures, and other installations, both surface and underground which may affect or be affected by the proposed work; (d) the nature and extent of the excavations to be made and the type, character and general condition of materials to be excavated; (e) the necessary handling and rehandling of excavated materials; (f) the location and extent of necessary or probable dewatering requirements; (g) the difficulties and hazards to the work which might be caused by storm and floodwater; (h) local conditions relative to labor, transportation, hauling, and rail delivery facilities; and (i) all other factors and conditions affecting or which may be affected by the work,

HEREBY PROPOSES to mobilize and furnish all required materials, supplies, transportation, equipment, tools and plant; to perform all necessary labor and supervision; and to construct, install, erect, and complete all work stipulated in, required by, and in accordance with, the proposed Contract Documents and the drawings, Specifications, and other documents referred to therein (as altered, amended, or modified by addenda), in the manner and time prescribed, and that they will accept in full payment sums determined by applying to the quantities of the following items, the following unit prices and/or any lump sum payments provided, and they understand that the quantities herein given are those that will be used to determine the contract amount.

**Project #1, C1 Sheets (State Line Road, Westwood Kansas and Kansas City Missouri)**

ITEM	UNITS	KANSAS UNIT PRICE	WESTWOOD QTY	WESTWOOD TOTAL (\$)	MISSOURI UNIT COST	KCMO QTY	KCMO TOTAL (\$)	PROJECT QTY	PROJECT TOTAL (\$)	
<b>Clearing &amp; Demolition</b>										
1 Mobilization	L.S.	1200.-	1.00	1200.-	1200.-	1.00	1200.-	2.0	2400.-	
2 Traffic Control	L.S.	1300.-	1.00	1300.-	1300.-	1.00	1300.-	2.0	2600.-	
3 Construction Staking	L.S.	300.-	1.00	300.-	300.-	1.00	300.-	2.0	600.-	
4 Remove Curb and Gutter	L.F.	12.-	26.00	312.-	-	-	-	26.0	312.-	
5 Remove Concrete Sidewalk	S.Y.	80.-	5.00	400.-	-	-	-	5.0	400.-	
6 3" Asphalt Mill	S.Y.	4.50	2,247.20	10,112.40	4.50	1,849.90	8,324.50	4,097.1	18,436.95	
7 Remove Concrete Pavement	S.Y.	17.-	46.90	797.30	-	-	-	46.9	797.30	
<b>Sub Total</b>					<b>Sub Total</b>					

<b>Erosion Control</b>										
8 Erosion Control	L.S.	250.-	1.0	250.-	250.-	1.0	250.-	2.0	500.-	
<b>Sub Total</b>					<b>Sub Total</b>					

<b>Streets &amp; Driveways</b>										
9 3" Asphalt Overlay	S.Y.	12.50	2,247.2	28,090.-	12.50	1,849.9	23,123.75	4,097.1	51,213.75	
10 Concrete Curb and Gutter	L.F.	64.-	122.2	7,820.80	-	-	-	122.2	7,820.80	
11 Concrete Sidewalk	S.Y.	125.-	5.0	625.-	-	-	-	5.0	625.-	
12 Concrete Pavement 8"	S.Y.	130.-	46.9	6,097.-	-	-	-	46.9	6,097.-	
13 Pavement Markings, Yellow 4" Thermoplastic -Lane Lines	LF	1.10	1,119.2	1,231.12	1.10	1,145.8	1,260.38	2,265.0	2,491.50	
14 Pavement Markings, White 24" Thermoplastic -Stop Bar	LF	24.25	29.0	703.25	24.25	52.0	1,261.-	81.0	1,964.25	
15 C.A.R.S. Sign	Each	800.-	1.0	800.-	-	-	-	1.0	800.-	
<b>Sub Total</b>					<b>Sub Total</b>					

<b>Project #1 Total Costs</b>	<b>60,038.87</b>	<b>Total</b>	<b>37,019.68</b>	<b>Total</b>	<b>97,058.55</b>
-------------------------------	------------------	--------------	------------------	--------------	------------------



**Project #2, C2 Sheets (Westwood Street 47th Terrace, 48th Street and Alleys, Westwood Kansas)**

ITEM	UNITS	UNIT COST	QUANTITY	TOTAL (\$)
<b>Clearing &amp; Demolition</b>				
16 Mobilization	L.S.	2500.-	1	2500.-
17 Traffic Control	L.S.	2200.-	1	2200.-
18 Construction Staking	L.S.	1500.-	1	1500.-
19 Remove Curb and Gutter	L.F.	12.-	600.5	7,206.-
20 2" Asphalt Mill	S.Y.	2.75	5776	15,884.-
21 Remove Concrete Sidewalk	S.Y.	100.-	3.1	310.-
22 Remove Concrete Pavement	S.Y.	17.-	23.3	396.10
23 Remove Asphalt Pavement	S.Y.	12.-	281.4	3376.80

Sub Total

<b>Erosion Control</b>				
23 Erosion Control	L.S.	\$ 100.00	1	1,000.-

Sub Total

<b>Streets &amp; Driveways</b>				
24 2" Asphalt Overlay	S.Y.	8.75	5776	50,540.-
25 Concrete Curb and Gutter	L.F.	64.-	384.9	24,633.60
26 Concrete Sidewalk	S.Y.	125.-	3.1	387.50
27 Concrete Pavement 8"	S.Y.	130.-	149.5	19,435.-
28 Asphalt Pavement (Full Depth)	S.Y.	150.-	25.0	3,750.-
29 8" Gravel	S.Y.	200.-	5.7	1,140.-

Sub Total

<b>Storm Sewers</b>				
28 4" HDPE Pipe in Gravel trench w/ Fabric	LF	55.-	100	5,500.-
29 12" AdvanEDGE Drain (includes fittings)	LF	60.-	18	1,080.-
30 Remove and Replace Curb Inlet Lid and Throat	Each	5,000.-	1.0	5,000.-

Sub Total

<b>Landscape</b>				
31 Sodding disturbed areas	S.Y.	45	107.81	4851.45

Sub Total

Project #2 Total Costs	150,690.45	Total	-	Total	150,690.45
------------------------	------------	-------	---	-------	------------



**Project #3, C3 Sheets (Westwood Hills Alley)**

	ITEM	UNITS	UNIT COST	QUANTITY	TOTAL
<b>Clearing &amp; Demolition</b>					
32	Mobilization	L.S.	1,200.-	1	1,200.-
33	Traffic Control	L.S.	600.-	1	600.-
34	Construction Staking	L.S.	300.-	1	300.-
35	Remove Curb and Gutter	L.F.	12.-	14	168.-
36	Remove Asphalt Pavement	S.Y.	12.-	128.9	1,546.80
37	Remove Concrete Pavement	S.Y.	17.-	16.5	280.50

Sub Total

<b>Erosion Control</b>					
38	Erosion Control	L.S.	500.-	1	500.-

Sub Total 200.00 AF

<b>Streets &amp; Driveways</b>					
39	Concrete Curb and Gutter	L.F.	64.-	14	896.-
40	Concrete Pavement 8"	S.Y.	130.-	40	5,200.-
41	Concrete Alley 8"	S.Y.	200.-	122.2	24,440.-

Sub Total

<b>Landscape</b>					
42	Sodding disturbed areas	S.Y.	45.-	34.3	1,543.50

Sub Total

<b>Project #3 Total Costs</b>	<b>36,674.80</b>	<b>Total</b>	<b>-</b>	<b>Total</b>	<b>36,674.80</b>
-------------------------------	------------------	--------------	----------	--------------	------------------



**Project #4 (State Line Road, Westwood Hills Kansas and Kansas City Missouri)**

ITEM	UNITS	KANSAS UNIT COST	WESTWOOD HILLS QTY	WESTWOOD HILLS TOTAL	MISSOURI UNIT COST	KCMO QTY	KCMO TOTAL	PROJECT QTY	PROJECT TOTAL	
<b>Clearing &amp; Demolition</b>										
43 Mobilization	L.S.	1200.-	1.00	1200.-	1200.-	1.00	1200.-	2.0	2400.-	
44 Traffic Control	L.S.	1300.-	1.00	1300.-	1300.-	1.00	1300.-	2.0	2600.-	
45 Construction Staking	L.S.	300.-	1.00	300.-	300.-	1.00	300.-	2.0	600.-	
46 3" Asphalt Mill	S.Y.	4.50	2,372.80	10,677.60	4.50	2,084.30	9,519.35	4,457.1	20,056.95	
Sub Total					Sub Total					
<b>Erosion Control</b>										
47 Erosion Control	L.S.	250.-	1.0	\$0.00	250.-	1.0	250.-	2.0	500.-	
Sub Total				250.-	Sub Total					
<b>Streets &amp; Driveways</b>										
48 3" Asphalt Overlay	S.Y.	12.50	2,372.8	29,666.-	12.50	2,084.3	26,053.75	4,457.1	55,713.75	
49 Concrete Curb and Gutter	L.F.	69.-	122.2	7820.80	-	0.0	-	122.2	7820.80	
50 Pavement Markings, Yellow 4" Thermoplastic -Lane Lines	LF	1.30	791.0	1,028.30	1.30	791.0	1,028.30	1,582.0	2,056.60	
51 Pavement Markings, White 4" Thermoplastic -Lines	LF	3.15	230.0	729.50	3.15	182.0	573.30	412.0	1,297.80	
52 Pavement Markings, White 24" Thermoplastic -Stop Bar	LF	24.25	18.0	436.50	24.25	30.0	727.50	48.0	1,164.-	
53 Pavement Markings, White Thermoplastic -Turn Arrow	Each	425.-	1.0	425.-	425.-	1.0	425.-	2.0	850.-	
54 Reuse/Relocate WWH C.A.R.S. Sign	Each	800.-	2.0	1,600.-	-	0.0	-	2.0	1,600.-	
Project #3 Total Costs				55,422.90	Total		-	Total	96,657.90	

41,237.20



**Project Totals**

	Westwood KC (\$)	Westwood Hills (\$)	Kansas City, MO (\$)	Total
Project #1 Westwood-KCMO SLR	60,038.87	-	37,019.68	97,058.55
Project #2 Westwood Streets	150,690.45	-	-	150,690.45
Project #3 Westwood Hills Alley	-	36,674.80	-	36,674.80
Project #4 Westwood Hills-KCMO SLR	-	55,422.70	41,237.20	96,659.90
<b>Project Total</b>	<b>210,729.32</b>	<b>92,097.50</b>	<b>78,256.88</b>	<b>381,083.70</b>



PROPOSAL QUANTITIES

The contractor shall be paid the said unit prices listed in the proposal. The contractor shall make his own evaluation of the quantities required to complete the work. In the event the contractor evaluation of quantities is different from those listed in the proposal they may adjust his unit price bid up or down to cover his complete cost for performing the work. Quantities will not be changed after the bid is accepted by the city.

The unit price bid for each item shall include all of the contractors cost and profit including equipment, labor, supervision, material and all incidentals necessary to furnish the work complete and ready for use.

PROPOSAL ABBREVIATIONS

- SF – SQUARE FEET
- LF - LINEAR FEET
- CF – CUBIC FEET
- CY - CUBIC YARDS
- SY – SQUARE YARDS
- LS – LUMP SUM
- EA – EACH

The undersigned as a bidder declares:

That they have been regularly engaged in contract work of the class required by the specifications for 50 years, and respectfully invites your attention to the following work that has been completed under his direction:

See attached project list

---

---

That they have personally examined the location of the proposed work and determined the amount and character of the proposed work, and the material and equipment necessary to complete the same in compliance with the accompanying contract, plans and specifications.

Neither the Collaboration nor City Engineer shall be responsible for the accuracy, completeness, or sufficiency of any bid documents obtained from any source other than the source indicated above. Obtaining copies of plans, specifications, bid documents and other contract documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

The undersigned proposes and agrees, if this bid proposal is accepted, to mobilize and to provide all necessary materials, supplies, transportation, machinery, tools, equipment, plant and other means of construction, and to do all the work specified in the documents of the contract in the manner therein prescribed and according to the requirements of the Engineer as therein set forth.

The undersigned further agrees to begin work upon the date stated in the Notice to Proceed, and to complete all work, if this bid is accepted, within Sixty (60) consecutive calendar days. The undersigned also declares that he/she understands that liquidated damages based on the full bid price of the Contract shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-44 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion time.

Addendum Receipt:

The undersigned Bidder acknowledges receipt of the following addenda to the Contract Documents:

*2021 Projects – WW SLR – WW Annex – WH Alley – WH SLR  
City of Westwood, Kansas – City of Westwood Hills, Kansas – City of Kansas City, Missouri*

## J.M. FAHEY CONSTRUCTION COMPANY

### ACTIVE PROJECTS IN EXCESS OF \$1,000,000

PROJECT	CONTRACT AMOUNT	STATUS	OWNER - CONTACT
NW 72nd St. Improvements	\$2,894,261.40	Close Out	KCMO - Kim Pemberton - (816) 513-2741
19-2 Resurface Designated Streets	\$3,458,444.00	Close Out	KCMO - Garrett Ross - (816) 513-4701
19-3 Resurface Designated Streets	\$3,421,794.00	Close Out	KCMO - Garrett Ross - (816) 513-4701
2019 Street Resurfacing	\$2,788,750.00	Active	UG - Brandon Grover - (913) 573-5704
2020 Street Resurfacing	\$4,241,650.00	Active	UG - Brandon Grover - (913) 573-5704
20-2 Resurface Designated Streets	\$3,285,651.00	Active	KCMO - Garrett Ross - (816) 513-4701
20-3 Resurface Designated Streets	\$3,275,321.00	Active	KCMO - Garrett Ross - (816) 513-4701
Mission Rd.	\$9,219,842.85	Close Out	Leawood - Michelle Sherry - (913) 663-9135
Route 150, Jackson County	\$1,419,919.79	Active	MODOT - James Pflum - (816) 353-8353
Wyandotte County Milling and HMA Overlay	\$1,884,737.81	Active	KDOT, Jerry Thomas - (913) 942-3040

### ACTIVE PROJECTS LESS THAN \$1,000,000

PROJECT	CONTRACT AMOUNT	STATUS	OWNER - CONTACT
43rd Street & Clare Road	\$136,372.25	Active	Shawnee - Ernie Longoria - (913) 742-6009
2020 Hickman Mills Asphalt Improvements	\$522,875.00	Active	Hickman Mills School District - Marquis Canon - (913) 342-1150
Pflumm Road Improvements	\$281,082.75	Active	Shawnee - Ernie Longoria - (913) 742-6009
Wolcott WWTP - 95th and Main	\$236,589.80	Active	Garney Companies, Inc. - Jared Keating - (913) 515-4982
Pedestrian & Bicycle Paths UG/WYCO	\$439,959.75	Active	KDOT, Jerry Thomas - (913) 942-3040
K-7 & 43rd Street Road Improvements	\$319,486.20	Active	Shawnee - Ernie Longoria - (913) 742-6009

### COMPLETED PROJECTS IN EXCESS OF \$1,000,000

PROJECT	CONTRACT AMOUNT	STATUS	OWNER - CONTACT
2018 NSRP #2	\$1,718,221.15	Closed	UG - Brandon Grover - (913) 573-5704
135th St. Improvements	\$2,449,963.36	Closed	KCMO - Kim Pemberton - (816) 513-2741
2017 NSRP #2	\$1,564,312.68	Closed	UG - Brandon Grover - (913) 573-5704
2017 Paving & CARS Program	\$2,475,000.00	Closed	Prairie Village - Melissa Prenger - (913) 385-4655
17-2 Resurface Designated Streets	\$3,339,864.55	Closed	KCMO - Kerry Kanatzar - (816) 513-4743
17-3 Resurface Designated Streets	\$2,543,550.96	Closed	KCMO - Kerry Kanatzar - (816) 513-4743
58 Highway	\$1,400,513.60	Closed	Raymore - Mike Krass - (816) 892-3017
JOCO Airport	\$4,199,559.75	Closed	Johnson County
Main St. Phase 4	\$1,960,154.01	Closed	City of Grandview
Hook Rd. Shoulders	\$1,399,234.50	Closed	Lee's Summit - Steven Proudfit - (816) 969-1800
2019 CARS Program	\$1,426,399.75	Closed	Prairie Village - Melissa Prenger - (913) 385-4655
179th St. Improvements	\$1,273,963.81	Closed	Overland Park - Kasim Azhar - (913) 895-6052
I-49 Outer Road	\$1,779,888.00	Closed	Belton - Nikia Freiburger - (816) 331-4331
18-2 Resurface Designated Streets	\$5,098,061.90	Closed	KCMO - Kerry Kanatzar - (816) 513-4743
Winn Rd. Phase II	\$176,942.75	Closed	KCMO - Mario Vasquez - (816) 513-6984

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

The undersigned, as Bidder, hereby declares that the only person or firms interested in the Proposal as principal or principals is or are named herein and that no other persons or firms than herein mentioned have any interest in this Proposal or in the Contract to be entered into; and this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that is in all respects fair and in good faith, without collusion or fraud.

The undersigned agrees and assures the Owner that if awarded this Contract, they will fully abide by the requirements of these Contract Documents.

In submitting this bid, the undersigned declares that it is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that they have not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for his object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the Contract or any part of the subject matter of the bid or bids or of the profits thereof, and that they have not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.

The undersigned further declares that they have carefully examined the Notice to Bidders, Instructions to Bidders and other Contract Documents, and it has inspected the actual location of the work, together with the local sources of supply, and has satisfied himself as to all conditions and quantities, and understands that in signing this Bid they waive all right to plead any misunderstanding regarding the same.

The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute an Agreement within ten (10) calendar days from and after notice of the award of the Contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.

It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the Architect/ Engineer and further approved by the City representative for the project, all as provided in the Contract Documents.

The undersigned agrees that the accompanying bid deposit shall become the property of the Owner, should they fail or refuse to execute the Contract or furnish the Bond as called in the Specifications within the time provided.

Enclosed is a certified check, cashier's check or bid bond in the amount of \_\_\_\_\_

Five percent of the total bid amount \_\_\_\_\_ DOLLARS

(\$ 5% \_\_\_\_\_), made payable to the City of Westwood, Kansas, which the undersigned agrees is subject to being forfeited to and becoming the property of the City of Westwood as liquidated damages and not as penalty, together with other legal remedies the City may choose to invoke, all as set forth in the Instructions to Bidders Section IB-9, should this Bid be accepted and the Contract be awarded to this bidder and they should fail to enter into an Agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the bid security shall be returned to the undersigned upon signing of the Agreement and delivery of the approved bonds and other required documents to the City of Westwood, Kansas.

DATED this 5th day of August, 2021.

Signature of Bidder: \_\_\_\_\_

If an individual: \_\_\_\_\_

Doing business as: \_\_\_\_\_

If a Partnership: \_\_\_\_\_

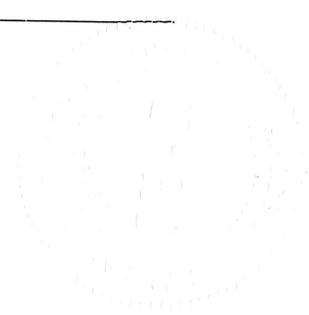
By \_\_\_\_\_, member of firm

If a corporation: \_\_\_\_\_

By Andrew M. Fahey

Title Vice President

SEAL



Business Address of Bidder: 408 High Grove Road

Grandview, MO 64030

Telephone Number: 816-763-3010

Fax Number: 816-763-3862

E-mail Address: bids@jmfahey.com

If bidder is a corporation, supply the following information:

State in which incorporated Missouri

Name and business address of its:

President Kevin Fahey

408 High Grove Road, Grandview, MO 64030

Secretary Andrew Fahey

408 High Grove Road, Grandview, MO 64030

Date August 5, 2021

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

J.M. Fahey Construction Company  
408 High Grove Road  
Grandview, MO 64030

### SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

City of Westwood, Kansas  
4700 Rainbow Boulevard  
Westwood, KS 66205

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

2021 Projects; Mill & Overlay, Curb & Gutter, Concrete Pavement, Storm Sewer, Pavement Marking

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of August, 2021

  
(Witness) KEVIN FAHEY, PRESIDENT

J.M. Fahey Construction Company  
(Principal) \_\_\_\_\_ (Seal)

By:   
(Title) ANDREW FAHEY, VICE PRES.

Travelers Casualty and Surety Company of America  
(Surety) \_\_\_\_\_ (Seal)

By:   
(Title) C. Stephens Griggs, Attorney-in-Fact

Surety Phone No. 860-277-0111



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **C. Stephens Griggs** of **KANSAS CITY**, Missouri, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

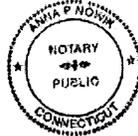
City of Hartford ss.

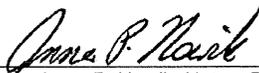
By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

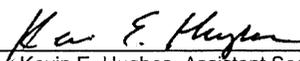
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **5th** day of **August**, 2021



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**CITY OF WESTWOOD, KANSAS  
RESOLUTION NO. 85-2020**

**A RESOLUTION OF THE CITY OF WESTWOOD, KANSAS, ADOPTING A COMPLETE STREETS POLICY THAT SUPPORTS EASE OF USE AND SAFETY FOR ALL USERS OF TRANSPORTATION SYSTEMS WITHIN THE CITY OF WESTWOOD.**

**WHEREAS**, the concept of "Complete Streets" is to design and build streets that balance the safety and convenience of vehicular traffic with the needs of others, such as pedestrians, bicyclists and people of all ages and abilities;

**WHEREAS**, the Complete Streets concept does not prescribe a singular design for all streets, instead each street is considered to be unique and expected to respond to the needs of the community within the context of its link within the overall street system;

**WHEREAS**, the City of Westwood recognizes the importance of creating "Complete Streets" that enable safe travel by all users, including pedestrians, bicyclists, public transportation riders and drivers and people of all ages and abilities, including children, youth, families, older adults, and individuals with disabilities;

**WHEREAS**, increasing walking and bicycling offers the potential for greater health of the population, and more livable communities; and

**WHEREAS**, Complete Streets support economic growth and community stability by providing accessible and efficient connections between home, school, work, recreation and retail destinations by improving the pedestrian and vehicular environments throughout communities; and

**WHEREAS**, the City of Westwood recognizes the importance of street infrastructure and modifications such as sidewalks, crosswalks, shared use paths, bicycle lanes, signage, narrow vehicle lanes and accessible curb ramps, that enable safe, convenient, and comfortable travel for all users.

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

**SECTION 1.** The City of Westwood, does hereby adopt the Complete Streets Policy attached hereto as Exhibit A and incorporated herein by reference in its entirety.

**ADOPTED by the Governing Body of the City of Westwood, Kansas, this 8<sup>th</sup> day of October, 2020.**

  
David E. Waters, Mayor

ATTEST:

  
Leslie Herring, City Clerk

APPROVED AS TO FORM AND LEGALITY

  
Ryan B. Denk, City Attorney



### **Vision and Intent**

**Vision:** Complete Streets are designed and operated to provide safety and accessibility for all users of our roadways and trails systems, including pedestrians, bicyclists, motorists, emergency vehicles, freight and commercial vehicles, and people of all ages and abilities. Furthermore, Complete Streets principles contribute toward the safety, health, equity, economic viability, and quality of life in a community by providing accessible and efficient connections between home, school, work, recreation, and retail destinations by improving the transportation environments throughout the community.

**Intent:** It is the intent of Westwood to formalize the planning, design, operation, and maintenance of streets so they are safe for individuals of all ages and abilities and provide a multimodal transportation network.

The purpose of Westwood's Complete Streets policy is to accommodate all road users by creating a road, sidewalk, and trail network that meets the needs of individuals by utilizing a variety of transportation needs. Furthermore, this policy directs decision makers to consistently plan, design, construct, and maintain streets to accommodate all road users, including, but not limited to pedestrians, bicyclists, motorists, emergency vehicles, and freight and commercial vehicles. The City of Westwood recognizes that all these users are legitimate users of the transportation network and deserve safe facilities. "All users" includes users of all ages and abilities.

Because Westwood's transportation system serves not only Westwood residents, but also users from Wyandotte County, other northeast Johnson County cities, and beyond on a regular basis, the City of Westwood must work to build a transportation system that serves residents while also aiding other users of the network.

The City of Westwood also recognizes that all projects: new, maintenance, or reconstruction, are opportunities to apply Complete Streets design principles. Furthermore, the City of Westwood will, to the maximum extent practical, design, construct, maintain, and operate all streets to provide a comprehensive and integrated street network of facilities for people of all ages and abilities.

Complete Streets Policy  
City of Westwood, Kansas

**Implementation**

The City of Westwood shall make Complete Streets practices a routine part of everyday operations when feasible, shall approach every transportation project and program as an opportunity to improve streets and the transportation network for all users, and shall work in coordination with other departments, agencies, and jurisdictions to achieve Complete Streets.

The City of Westwood, by way of adoption of this policy, establishes the following criteria by which to evaluate transportation infrastructure projects to encourage funding prioritization for Complete Streets implementation:

- Connectivity – connecting existing infrastructure to existing infrastructure and creating additional connections to community assets (including, but not limited to, businesses, schools, medical facilities, parks, or libraries)
- Multimodality – implementing projects that expand infrastructure for modes of transportation other than the car
- Economic Development – proposed project supports broader efforts to enhance economic development
- Equity – project will broaden transportation needs for neighborhoods with limited connectivity to community assets

While any such Complete Streets projects are being constructed or repaired, the City of Westwood shall make every effort to ensure that appropriate accommodations are provided to support the safe, reliable movement of all road users within the project area, regardless of their preferred mode of transportation.

Complete Streets design recommendations, as set forth in the City's Complete Streets Plan, shall be incorporated into all publicly and privately funded projects, as appropriate. All transportation infrastructure and street design projects requiring funding or approval by the City of Westwood, as well as projects funded by the State and/or Federal government, shall adhere to Westwood's Complete Streets policy, with exclusions detailed herein.

The Complete Streets policy shall apply, from the date of adoption, to future transportation projects located within the City of Westwood, with certain exclusions permitted. Transportation infrastructure projects may be excluded upon approval of the City of Westwood where documentation and data indicate that:

1. Costs or impacts of accommodation are excessively disproportionate to the need or probable use or future use;
2. Such facilities may create unsafe conditions or are prohibited by law; or
3. Other policies, regulations, or requirements contradict or preclude implementation of Complete Streets principles.

Introduction and review of transportation infrastructure and street design project plans and exclusions are to include the Westwood Public Works Committee who will apply Complete Streets policy principles and bring recommendations to the full Council for approval of plans and any exceptions.

Complete Streets Policy  
City of Westwood, Kansas

**Best Practices**

The Westwood Complete Streets Plan focuses on developing a connected, integrated network that serves all road users. Complete Streets will be integrated into policies, planning, and design of all types of public and private projects, including new construction, reconstruction, rehabilitation, repair, and maintenance of transportation facilities on streets and redevelopment projects.

Implementation of the Westwood Complete Streets policy will be carried out cooperatively within all relevant departments in the City of Westwood and, to the greatest extent possible, among private developers, and state, regional, and federal agencies.

Westwood recognizes that Complete Streets may be achieved through single elements incorporated into a particular project or incrementally through a series of smaller improvements or maintenance activities over time.

In carrying out the work of the City's Comprehensive Plan and transportation related projects not included in the Comprehensive Plan, Westwood's community context including physical, economic, and social setting, shall continue to be a factor in decision making. The context-sensitive approach will include a range of goals by giving significant consideration to stakeholder and community values. The overall goal of this approach is to preserve and enhance scenic, aesthetic, historic, and environmental resources while improving or maintaining safety, mobility, and infrastructure conditions in conformance with Westwood's Comprehensive Plan.

To the greatest extent possible, when implementing this policy, the City of Westwood shall work to identify and mitigate unintended consequences, such as involuntary displacement due to rising costs of living. Further, while this policy applies throughout the community, Westwood shall develop plans and set goals to identify, prioritize, and ensure successful implementation of Complete Streets to address now and in the future areas that might be impacted by historic disinvestment, poor health outcomes, or diminished access to transportation options.

The following design guidance, standards, and recommendations are currently used in the design of future projects and will continue to be used in the implementation of the Complete Streets policy:

- American Association of State Highway Transportation Officials (AASHTO)
- The United States Department of Transportation Federal Highway Administration's Manual of Uniform Traffic Design Controls (MUTCD)
- National Association of City Transportation Officials Design Guides, including Urban Street Stormwater Guide (NACTO)
- Small City and Rural Design Guide, Federal Highway Administration (FHWA)
- United States Access Board Guidelines and Standards, Americans with Disabilities Standards for Accessible Design, and Public Rights of Way Access Guidelines (ADA)
- The City of Westwood 2017 Master Plan
- 2018 47<sup>th</sup> Street Complete Street Plan

The list of resources listed above shall be updated at least once every five (5) years.

Complete Streets Policy  
City of Westwood, Kansas

**Performance Measures**

In order to monitor and fully understand progress that is being made towards the implementation of Complete Streets, the Westwood Public Works Committee shall work to establish performance standards that are specific, equitable, and available to the public within six (6) months of adoption of this Complete Streets policy. It will be the purview of the Public Works Committee, in partnership with appropriate City staff, to collect data on the performance measures and release a public report biannually in conformance with this Complete Streets policy.

Anticipated internal/organizational and external/community-facing metrics categories could possibly include:

- Policy
- Personnel
- Safety
- Infrastructure/Single Element
- National or Regional Designations
- Community Engagement

To the extent practical, the data related to external-facing performance measures outlined within this policy shall be disaggregated to measure how implementation affects identified underrepresented populations and those residents with income, racial, vehicle access, and/or language disparities.

In order to more effectively support community engagement in the evaluation of City Council-approved, budgeted Complete Streets projects as well as projects recently completed; stakeholder groups will at times be convened to more thoroughly understand the impacts of Complete Streets projects, when appropriate. These groups shall be coordinated by the Public Works Committee, and shall be: provided specific, attainable objectives; comprised of appropriate members of the community based on stated objective; time-bound; tasked with specifying how they will overcome barriers to engagement for underrepresented communities; and directed as to how the Public Works Committee will incorporate deliverables into its recommendations to the City Council and independent decision-making.

Stakeholder groups should strive for representation from at least the following areas:

- Westwood resident,
- Westwood business owner/operator,
- One stakeholder who represents an organization from the nonprofit sector in a field related to the stated objective of the group,
- One stakeholder who represents a significant employer, and
- Westwood View Elementary School/Shawnee Mission School District representative.



Complete Streets Policy:  
Implementation Plan

**Background**

The City of Westwood adopted a Complete Streets Policy by Resolution 85-2020 on October 8, 2020 and by that policy was directed to develop an implementation plan to work toward the community’s goals to make Westwood a safe and attractive place for all transportation users.

This Complete Streets Implementation Plan is the product of a six-week City-led process. In the spring of 2021, the City of Westwood created a Complete Streets Task Force to take on the work of developing this Plan. The Task Force was comprised of eleven members and staffed by the City’s Administration, Public Works, and Public Safety Departments. The Task Force included representation from all of the following vantage points:

- City Council
- Planning Commission
- Youth
- Senior
- Resident
- Non-resident
- Transportation design
- Private development
- Neighborhood school
- Major employer
- Local business
- Public transit
- Active transportation
- Low-vision/ disabilities advocacy

The Task Force was asked to develop the following deliverables in support of this Implementation Plan:

- A. Map/Plan of desired Complete Streets applications
- B. Identification of diverse users – areas of disadvantage, disparities, and underrepresentation
- C. Performance measures

The result of the Task Force’s work on these items is presented in this Complete Streets Implementation Plan and its process is illustrated in Exhibit E to this document.

**Existing Conditions**

During the course of the Task Force meetings, City staff identified for Task Force members certain existing conditions in order to provide context for the Task Force about how the City’s transportation network has come to look and feel the way that it does today. The following considerations were shared by staff and are enumerated here for future reference when using and referencing this Plan:

- a. **The City of Westwood is not a planned community and was not developed with Complete Streets concepts in mind, unlike newer, planned communities.** Westwood developed from being a primarily rural area at the intersection of two state highways to an incrementally denser and denser residential area. The houses built in Westwood were not all built at the same time (or even in the

## City of Westwood, Kansas

### Complete Streets Policy: Implementation Plan

same generation), the streets were not all constructed at the same time, and the neighborhoods were not all developed by the same builder. As such, Westwood has come together as a community in a more piecemeal way as compared to other newer, planned communities and neighborhoods and, as a result, the City essentially fits additional bicycle and pedestrian facilities and accommodations into a transportation network that did not originally contemplate complete bicycle and pedestrian connections.

- b. **Right-of-way is a major factor in the City's ability to achieve traditional Complete Streets concepts.** A right-of-way (ROW) is a right to make a way over a piece of land, usually to and from another piece of land. A right-of-way is a type of easement granted or reserved over the land for transportation purposes, such as a highway, public footpath, rail transport, canal, as well as electrical transmission lines, oil and gas pipelines. A right-of-way can be used to build a bike trail. A right-of-way is reserved for the purposes of maintenance or expansion of existing services with the right-of-way. In the case of an easement, it may revert to its original owners if the facility is abandoned.

In Westwood, there are both City ROW and State/KDOT ROW. Complete Street concepts, including sidewalks, bike lanes (or wide paved shoulders), special bus lanes, comfortable and accessible public transportation stops, frequent and safe crossing opportunities, median islands, accessible pedestrian signals, curb extensions, narrower travel lanes, and roundabouts, are all built within a ROW. Although it is possible to acquire additional ROW than what is currently in place, that can be a long and costly process (compensation of property owners, reedeeding property, utility relocations, disruption of low native stone walls and mature trees, etc.).

- c. **Generally, large projects take multiple years to budget for, plan, design, align outside funding when possible, and to construct.** The City plans for transportation projects using a five-year Capital Improvement Plan (CIP). The City uses a CIP to budget and prepare for large projects. In order for City staff and officials to add projects to the CIP, the projects must have a general or specific scope of work (what's included in the project) in order to know how much the project might cost, how much engineering will be involved, and how long it will take to complete.
- d. **Transportation projects are timed with external conditions in mind to maximize City resources and to reduce negative impacts on adjoining property owners and transportation network users.** When major private redevelopment projects are anticipated, projects in other jurisdictions adjoining Westwood streets or transportation facilities are planned, or ongoing redevelopment is occurring in any particular area, the City considers when to program projects to ensure that when roads are reconstructed, the likelihood of heavy or harmful use by construction equipment is mainly over, that projects of property owners are foreseen and contemplated so that new curb and pavement doesn't need to be removed and replaced, and so that construction and traffic management doesn't negatively impact road users.

### Map/Plan of Desired Complete Streets Applications

The Task Force worked to identify priority connections, existing and proposed sidewalk locations, and locations for bicycle facilities. The result of that work is shown in Exhibits A – C to this document.

## City of Westwood, Kansas

### Complete Streets Policy: Implementation Plan

#### Identification of Diverse Users and Performance Measures

The Task Force identified the following diverse users of Westwood’s transportation network:

- Youth
- Seniors
- People with disabilities
- Low-income individuals

To work toward a transportation network that is safer and more attractive for these diverse users – as well as for all transportation users – the Task Force identified the performance metrics identified in Exhibit D to this document. These performance measures are centered around the following core values identified by the Task Force:

Safety

Complete Connections

Community

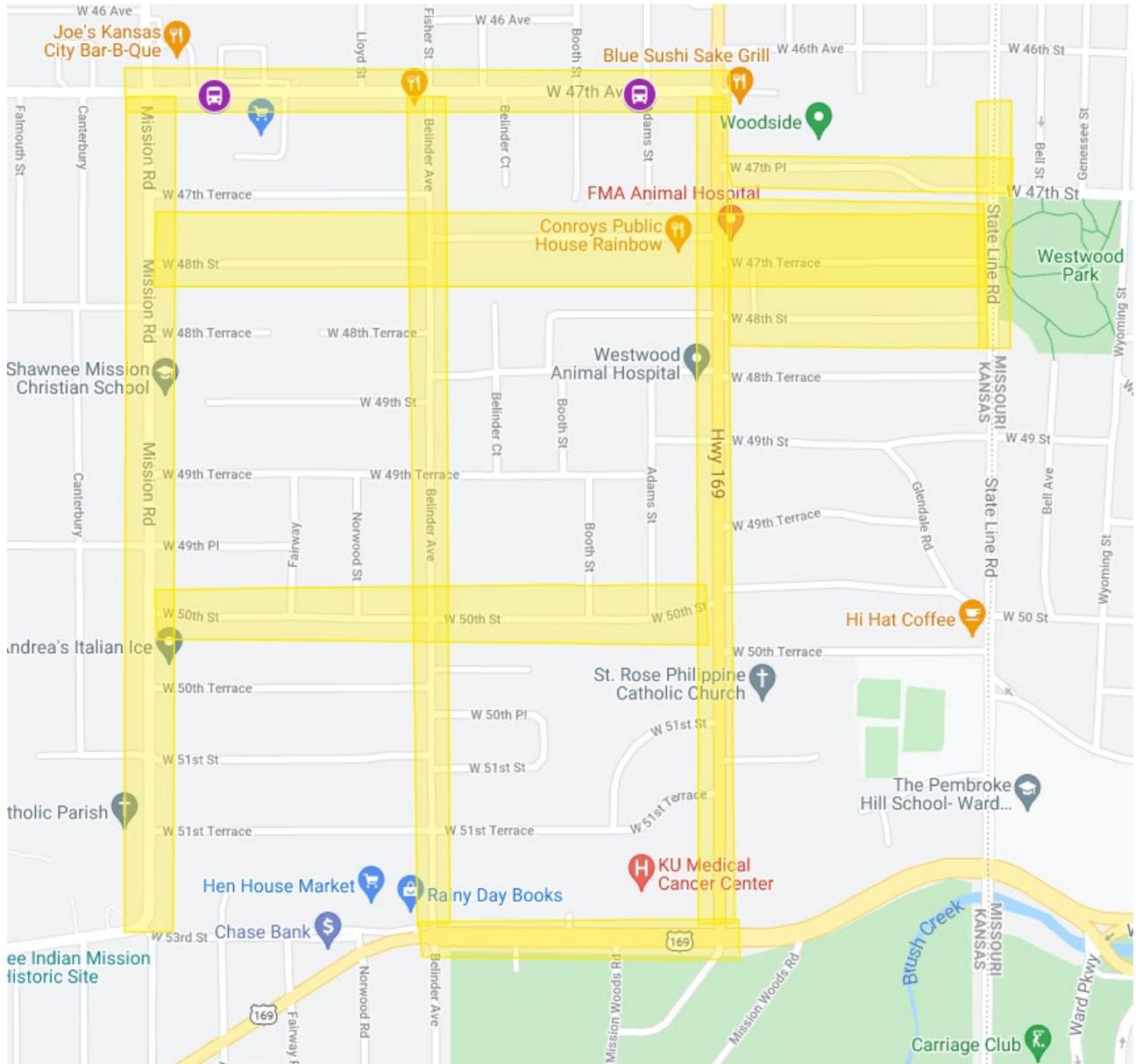
#### Implementation Steps

The City of Westwood anticipates the following implementation steps for this work:

1. Continue work with private developers and in current and planned public projects to specify how transportation project will serve current and future land use.
2. Update the following documents within one year of adoption of this Implementation Plan, in part to support Complete Streets:
  - City comprehensive plan
  - City zoning regulations
  - City strategic plan
  - City municipal code through a recodification process
  - City procedures for developing the Capital Improvement Plan
  - City procedures for managing resident concerns and complaints about the transportation network
3. Provide workshops and training opportunities for the Planning Commission, City Council, City staff, and residents to become familiar with the City’s work and goals about building out Complete Streets in the community.
4. Convene the Complete Streets Task Force at least every other year to review the City’s progress on its goals, projects, and performance measures. Although the individuals serving on the Task Force may change over time, the City will strive for a make-up including the vantage points represented on this initial Task Force, as identified earlier in this document.
5. Consult the Complete Streets Plan and Policy when considering and approving transportation projects with the involvement of City staff, the Public Works Committee, the City Council, and the Planning Commission.

# City of Westwood, Kansas

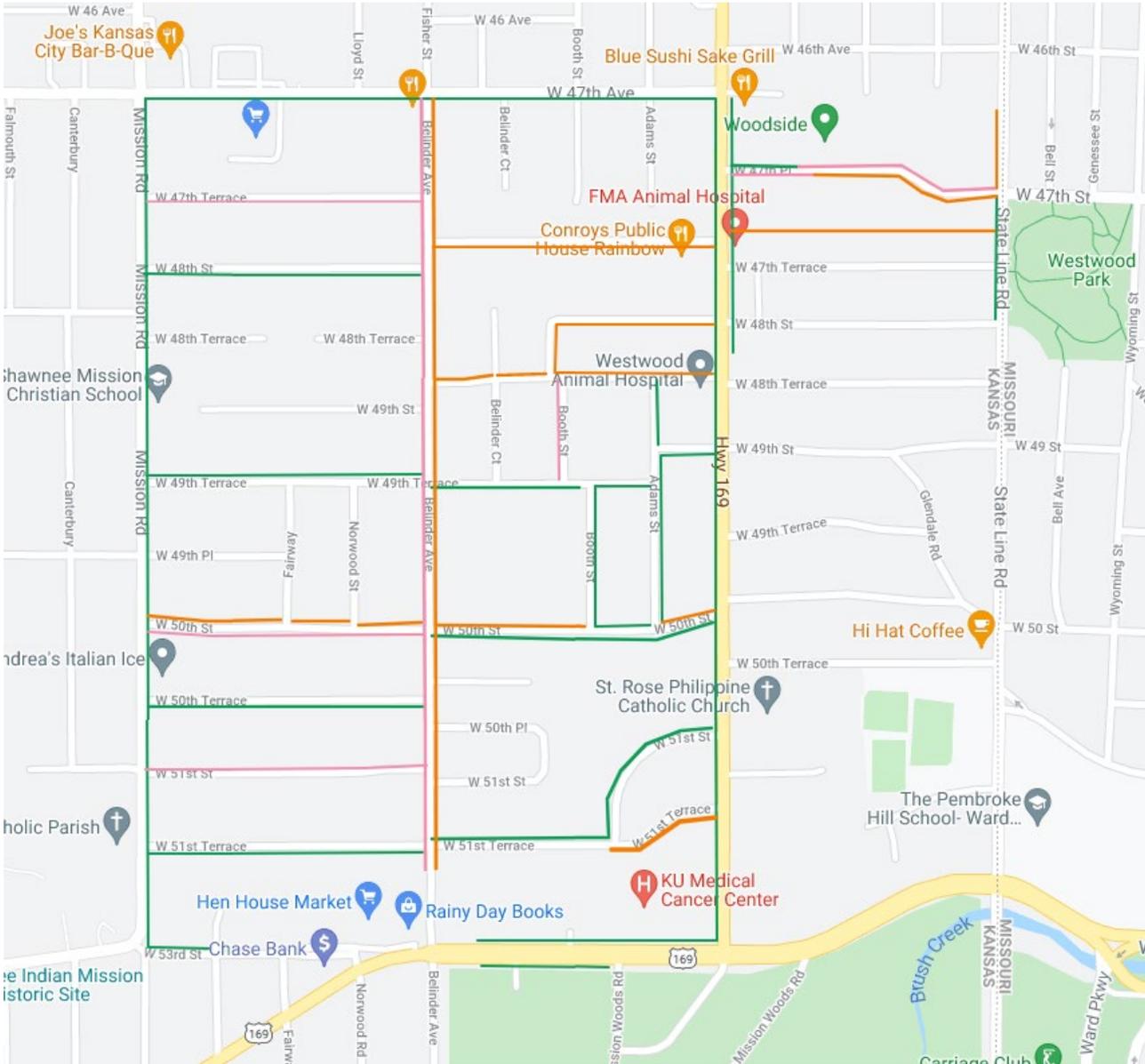
## Complete Streets Policy: Implementation Plan Exhibit A Priority Connections



# City of Westwood, Kansas

## Complete Streets Policy: Implementation Plan Exhibit B

### Existing and Proposed Sidewalk Locations

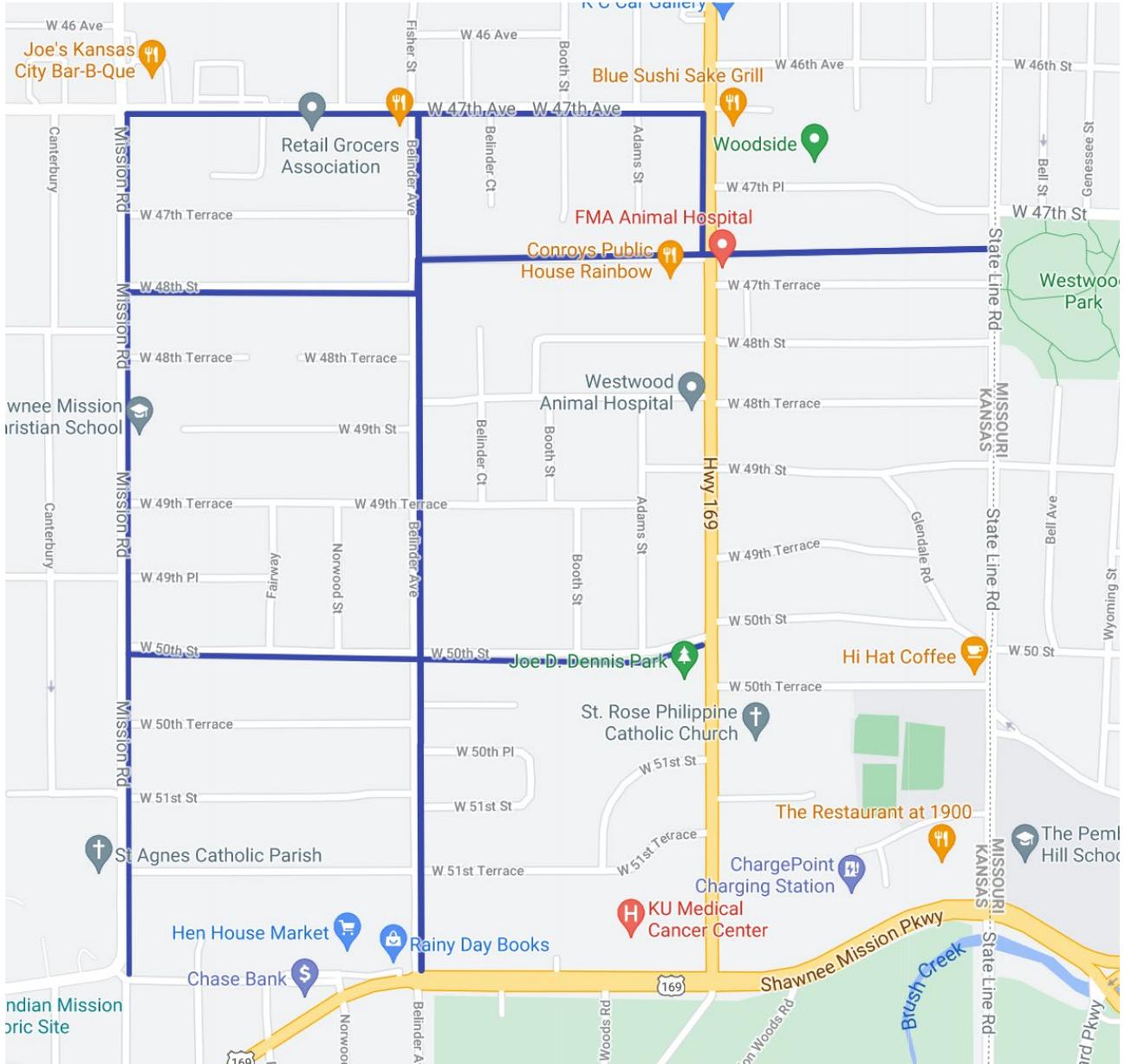


- Existing sidewalk (5' wide)
- Existing sidewalk (4' wide)
- Planned sidewalk\*

\*All new sidewalks and replacements should be 5' wide or wider.

# City of Westwood, Kansas

## Complete Streets Policy: Implementation Plan Exhibit C Locations to Support Bicycle Facilities



City of Westwood, Kansas

Complete Streets Policy:  
Implementation Plan  
Exhibit D  
Performance Measures

Goal: <b>Safety</b>	
Measure	Metric
Adequate Signalization & Lighting	<ul style="list-style-type: none"> <li>• Percent of street lights and traffic signals functioning as designed, including ADA signalization</li> <li>• Percent complete of City’s pedestrian-scale street lighting master plan</li> </ul>
Speed	<ul style="list-style-type: none"> <li>• Match between posted speed and 85th percentile on select study streets</li> <li>• Count of instances of temporary or permanent activities or installations attempted to increase safety</li> </ul>
Crashes	<ul style="list-style-type: none"> <li>• Number of crashes</li> <li>• Number of serious injuries suffered by all users</li> </ul>
Personal Security	<ul style="list-style-type: none"> <li>• Percent of intersections and crossings free from obstructions to pedestrian line of sight</li> <li>• Number of sidewalks and bicycle facilities cleared of obstructions (i.e. treated for ice and snow, cleared of leaves and debris, cleared of trash carts) during regular study periods</li> <li>• Percent of community survey respondents who feel safe on City streets when not in a vehicle</li> </ul>

Goal: <b>Complete Connections</b>	
Measure	Metric
Sidewalk Facilities	<ul style="list-style-type: none"> <li>• Count of new or refurbished facilities by type (e.g., sidewalks, marked crosswalks, islands, curb extensions, countdown signals, Leading Pedestrian Intervals, accessible curb ramps, Accessible Pedestrian Signals)</li> <li>• Percent of intersections with marked crosswalks, islands, curb extensions, countdown signals, Leading Pedestrian Intervals, accessible curb ramps, Accessible Pedestrian Signals</li> <li>• Percent complete of sidewalk build out as identified in this Plan</li> </ul>

City of Westwood, Kansas

Complete Streets Policy:  
Implementation Plan

Bicycle Facilities	<ul style="list-style-type: none"> <li>• Count of new or refurbished facilities by type (e.g., bike lane (and type), advanced stop lines or bike boxes, bike signal heads, bike racks)</li> <li>• Percent of intersections with advanced stop lines or bike boxes, painted bike lanes through the intersection, bicycle signal heads, bicycle loop detectors</li> <li>• Percent complete of adding bicycle facilities in areas identified in this Implementation Plan</li> </ul>
Transit Facilities	<ul style="list-style-type: none"> <li>• Number of improvements made to accommodations for passengers at stops</li> <li>• Presence of wayfinding and system information at transit stops</li> <li>• Percent complete of building out facilities identified by RideKC for implementation in Westwood</li> </ul>

Goal: <b>Community</b>	
Measure	Metric
Resident Engagement	<ul style="list-style-type: none"> <li>• Number of resident complaints received relating to adverse traffic conditions that make active transportation feel unsafe</li> <li>• Number of community events/programmed activities related to encouraging active transportation or traffic calming</li> </ul>
Quality of Pedestrian Environment	<ul style="list-style-type: none"> <li>• Percentage of transportation network where pedestrian separation from traffic is in accord with volume, speed of cars and with land use</li> <li>• Percentage of sidewalk facilities with good pavement condition</li> <li>• Number of new or refurbished native, well-maintained landscaping installed along sidewalks</li> </ul>
Quality of Bicycling Environment	<ul style="list-style-type: none"> <li>• Percentage of transportation network where cyclist separation from traffic is in accord with volume, speed of cars and with land use</li> <li>• Percentage of bicycling facilities with good pavement condition</li> <li>• Number of wayfinding signs, bike route signs, and maps</li> </ul>
Investments from Other Sectors	<ul style="list-style-type: none"> <li>• Number of trees or other native plant species planted by residents and private property owners along bicycle and pedestrian facilities</li> </ul>

Complete Streets Policy:  
Implementation Plan  
Exhibit E  
Task Force Participation and Process

**Task Force Members**

- Kevin Breer, Westwood Planning Commission
- Justin Bridges, resident
- Jessica Brockmeier, Westwood View Teacher
- Trent Dansel, resident
- Ruth Holliday, youth representative
- Linda Horn, resident
- Natalie Phillips, Mid-America Regional Council
- Kevin Rowald, University of Kansas
- Laura Steele, Westwood City Council
- Sheila Styron, The Whole Person
- Mark Swails, resident

**Meeting Dates**

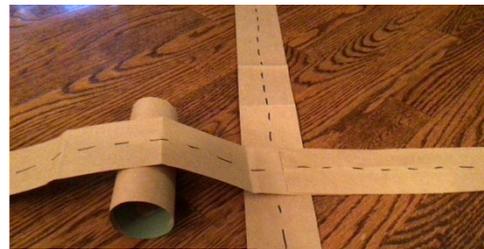
May 5, 2021	May 19, 2021	June 2, 2021
May 12, 2021	May 26, 2021	June 16, 2021

**Illustrations of Collaborative Work**



**Facilities**

What infrastructure did you encounter?



**Core Values**

What feelings did you experience?



**Improvement Preferences Survey**

Westwood Complete Streets Task Force  
May 26, 2021

