

## **COUNCIL ACTION FORM**

Meeting Date: January 13, 2020

Staff Contact: John Sullivan, Public Works Director

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Agenda Item: Council Consideration authorizing the Mayor to execute Public Works Service Agreement Addendum's for the City of Mission Woods and the City of Westwood Hills.

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

Each year the Public Works Service Agreements with the City of Mission Woods and the City of Westwood Hills is reviewed and revised as needed. The hourly wages have been adjusted to reflect budgeted 2020 wages and benefit rates.

### **Staff Recommendation:**

Staff recommends Council authorize the Mayor to execute the Public Works Service Agreement Addendum's for FY 2020 for the City of Mission Woods and the City of Westwood Hills.

**PUBLIC WORKS SERVICE AGREEMENT ADDENDUM  
WESTWOOD HILLS, KANSAS  
CHARGES AND TERMS FOR SERVICE**

**EFFECTIVE DATE OF THIS ADDENDUM JANUARY 1, 2020  
(to apply until a subsequent Addendum is executed)**

**For Service provided and attributable to Westwood Hills:**

1. **Snow Removal**  
95.33 per hour
2. **De-icing**  
95.33 per hour  
Current market price to Westwood per ton for material  
19.64 per ton loading fee
3. **Other requested services**  
Hourly reimbursement for time spent by the following individuals:  
62.74 per hour straight time; -Director of Public Works  
33.78 per hour straight time; 50.24 per hour overtime-Superintendent of Public Works  
31.03 per hour straight time; 42.22 per hour overtime-Maintenance Worker III  
36.98 per hour-Loader  
40.97 per hour-Chipper  
33.51 per hour-Truck  
8.38 per hour-Car  
10.50 per hour-Miscellaneous Tool Charges  
10.50 per hour-Trailer

**Costs of Materials are at cost to the City of Westwood**

4. Any costs may be adjusted on an item-by item basis and mutual agreement as appropriate under the circumstances.
5. Payment will be due after receipt of itemized invoice. Normally, if an invoice is received by the Wednesday before the second Monday of the month, a warrant for payment will be presented and approved by the Westwood Hills Council on that second Monday; and payment will be made within 7 days thereafter.
6. If an invoice remains unpaid 90 days after presentation, Westwood may decline further service under this Agreement until the delinquency is cured.

IN WITNESS WHEREOF, the Mayor of Westwood, Kansas, has signed this Agreement on behalf of the City of Westwood, Kansas and the Mayor of Westwood Hills, Kansas, has signed this Agreement on behalf of the City of Westwood Hills, Kansas.

**CITY OF WESTWOOD, KANSAS**

**CITY OF WESTWOOD HILLS, KANSAS**

By: \_\_\_\_\_  
David Waters, Mayor

By: \_\_\_\_\_  
Paula Schwach, Mayor

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Frederick Sherman, City Clerk

\_\_\_\_\_  
Beth O'Bryan, City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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Ryan Denk, City Attorney

\_\_\_\_\_  
James Orr, City Attorney

**PUBLIC WORKS SERVICE AGREEMENT ADDENDUM  
MISSION WOODS, KANSAS  
CHARGES AND TERMS FOR SERVICE**

**EFFECTIVE DATE OF THIS ADDENDUM, JANUARY 1, 2020  
(to apply until a subsequent Addendum is executed)**

For Service provided and attributable to Mission Woods:

1. **Street Cleaning**  
120.36 per hour,  
19.64 per ton loading fee  
51.00 per ton for disposal of material
2. **Snow Removal**  
95.33 per hour
3. **De-icing**  
95.33 per hour  
Current market price to Westwood per ton for material  
19.64 per ton loading fee
4. **Other requested services**  
Hourly Reimbursement for Time Spent by the Following Individuals:  
62.74 per hour straight time -Director of Public Works  
33.78 per hour straight time; 50.24 per hour overtime-Superintendent of Public Works  
31.03 per hour straight time; 42.22 per hour overtime-Maintenance Worker III  
36.98 per hour-Loader  
40.97 per hour-Chipper  
33.51 per hour-Truck  
8.38 per hour-Car  
10.50 per hour-Miscellaneous Tool Charges  
10.50 per hour-Trailer

Costs of Materials are at cost to the City of Westwood

5. Any costs may be adjusted on an item-by item basis and mutual agreement as appropriate under the circumstances.
6. Payment will be due after receipt of itemized invoice. Normally, if an invoice is received by the Wednesday before the first Tuesday of the month, a warrant for payment will be presented and approved by the Mission Woods Council on that first Tuesday; and payment will be made within 7 days thereafter.
7. If an invoice remains unpaid 90 days after presentation, Westwood may decline further service under this Agreement until the delinquency is cured.

IN WITNESS WHEREOF, the Mayor of Westwood, Kansas, has signed this Agreement on behalf of the City of Westwood, Kansas and the Mayor of Mission Woods, Kansas, has signed this Agreement on behalf of the City of Mission Woods, Kansas.

CITY OF WESTWOOD, KANSAS

CITY OF MISSION WOODS, KANSAS

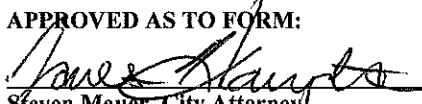
By: \_\_\_\_\_  
David Waters, Mayor

By:   
Darrell Franklin, Mayor

ATTEST:  
  
\_\_\_\_\_  
Frederick Sherman, City Clerk

ATTEST:  
  
Shelley Floyd, City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Ryan Denk, City Attorney

APPROVED AS TO FORM:  
  
Steven Maurer, City Attorney