



# CITY OF WESTWOOD, KANSAS

## CITY COUNCIL MEETING

4700 RAINBOW BLVD. WESTWOOD, KS 66205

Thursday, April 10, 2025 at 7:00 PM

### AGENDA

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Welcome to your Westwood City Council meeting. This meeting may be attended remotely via Zoom:

**Access Online:** <https://us02web.zoom.us/j/89908289796>

**Access by Phone:** (312) 626-6799 / **Webinar ID:** 899 0828 9796

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

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#### REGULAR MEETING AGENDA

##### I. CALL TO ORDER

##### II. APPROVAL OF THE AGENDA

##### III. PUBLIC COMMENT

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

##### IV. PRESENTATIONS AND PROCLAMATIONS

A. Proclamation of Arbor Day

##### V. CONSENT AGENDA

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

A. Consider approval of March 13, 2025 City Council meeting minutes

B. Consider approval of Appropriations Ordinance 773

##### VI. MAYOR'S REPORT

## VII. CITY COUNCILMEMBER REPORTS

## VIII. STAFF REPORTS

- A. Administrative Report (City Administrator Leslie Herring)
- B. Public Works Report (Public Works Director John Sullivan)
- C. Police Report (Police Chief Curt Mansell)
- D. City Treasurer Report (City Treasurer Michelle Ryan)
- E. City Attorney Report (City Attorney Ryan Denk)

## IX. OLD BUSINESS

## X. NEW BUSINESS

- A. Consider solid waste residential disposal services contract for 2026 – 2030
- B. Consider approval of agreement with UHL for design engineering services related to Complete Streets improvements on W. 47th Pl.
  
- C. Consider consenting to ownership modification for Woodside Village North for refinance

## XI. ANNOUNCEMENTS/GOVERNING BODY COMMENTS

## XII. EXECUTIVE SESSION

- A. *Consultation with the City Attorney on matters relating to real property located at and around 5000 Rainbow Blvd. which would be deemed privileged in the attorney-client relationship*

## XIII. ADJOURNMENT

### UPCOMING MEETINGS

Regular meetings of the Westwood City Council are held at 7:00 PM on the second Thursday of each month. The next regular meeting of the Westwood City Council will be held May 8, 2025, at 7:00 PM at Westwood City Hall. The City Calendar may be accessed at [www.westwoodks.org](http://www.westwoodks.org). To receive further updates and communications, please see or sign up for the following:

**Westwood Buzz Email:** <https://bit.ly/3wA4DWx>

**Facebook:** [City of Westwood Kansas-Government](#)  
[Westwood, KS Police Department](#)

# CITY OF WESTWOOD PROCLAMATION

## ARBOR DAY

**WHEREAS**, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and,

**WHEREAS**, this holiday called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and,

**WHEREAS**, Arbor Day is now observed throughout the nation and the world; and,

**WHEREAS**, trees can reduce the erosion of precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and,

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuels for our fires and countless other wood products; and,

**WHEREAS**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and,

**WHEREAS**, trees are a source of joy and spiritual renewal; and,

**WHEREAS**, Westwood, Kansas has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways,

**NOW, THEREFORE**, I, David E. Waters, Mayor of Westwood, do hereby proclaim Friday, April 25, 2025, as ARBOR DAY in the City of Westwood, Kansas and urge all citizens to support efforts to care for our trees and woodlands and to support our city's community forestry program, and

**FURTHER**, I urge all citizens to plant trees to gladden the hearts and promote the wellbeing of present and future generations.

**IN WITNESS WHEREOF**, I have hereunto set my hand and have affixed the Official Seal of Westwood.

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David E. Waters, Mayor

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Abby Schneweis, City Clerk

**City of Westwood, Kansas  
City Council Work Session  
4700 Rainbow Boulevard  
March 13, 2025 – 6:00 PM**

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

Council Absent: None

Staff Present: Leslie Herring, City Administrator  
Curtis Mansell, Police Chief  
John Sullivan, Public Works Director  
Abby Schneweis, City Clerk

**Call to Order**

Mayor Waters called the meeting to order at 6:00 p.m. on March 13, 2025. The meeting was held in a hybrid manner with attendees being able to join in person and virtually via Zoom.

**2025 Westwood Complete Streets Projects: Review and Overview**

Ms. Herring and Mr. Sullivan provided an overview of current and upcoming Complete Streets projects on Mission Road, Rainbow Boulevard, and 47<sup>th</sup> Place. Ms. Herring shared plans for potential road safety improvements for residential streets.

**Adjournment to Regular Meeting**

The Work session adjourned at 6:53 p.m. to prepare for the regular City Council meeting.

**City of Westwood, Kansas  
City Council Meeting  
March 13, 2025 – 7:00 p.m.**

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

Council Absent: None

Staff Present: Leslie Herring, City Administrator  
Curtis Mansell, Police Chief  
John Sullivan, Public Works Director  
Ryan Denk, City Attorney  
Abby Schneweis, City Clerk

**Call to Order**

Mayor Waters called the meeting to order at 7:00 p.m. on March 13, 2025. Ms. Schneweis called the roll. A quorum was present. The evening's meeting was held in a hybrid manner, with attendees joining both in person and via Zoom.

**Approval of the Agenda**

Motion by Councilmember Harris to approve the March 13, 2025, agenda as submitted. Second by Councilmember Buckman. Motion carried by a 5-0 voice vote.

**Public Comment**

David Gomoletz, 2427 W 48<sup>th</sup> Street, said he hope the City would use diligence in whatever capacity the Kansas State Statutes allow to inform voters about the Karbank proposal. Mr. Gomoletz said he was concerned about the messaging coming from those opposed to the proposal.

Steve Platt, 4910 Glendale, Westwood Hills, read a written statement he prepared and submitted for the record. The document is included in these minutes document.

**Presentations and Proclamations**

Tom Franzen, Johnson County Treasurer, provided an overview of a tax relief program for seniors and disabled veterans.

**Consent Agenda**

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

- A. Consider February 13, 2025 City Council Meeting Minutes
- B. Consider February 24, 2025 City Council – Planning Commission Joint Work Session Minutes

C. Consider Appropriations Ordinance 772

Motion by Councilmember Harris to approve the Consent Agenda as submitted. Second by Councilmember Steele. Ms. Schneweis conducted a roll call vote. Motion carried by a 5-0 vote.

**Mayor's Report**

Mayor Waters reminded the community to vote in the spring 2025 special election.

**Councilmember Reports**

Councilmember Hannaman reminded the community that ballots are due by noon on April 1<sup>st</sup> for the spring 2025 special election.

**Staff Reports**

**Administrative Report**

Ms. Herring provided an overview of the March 2025 Administrative Report included in the agenda packet and offered to answer questions.

**Public Works Report**

Mr. Sullivan provided an overview of the February and March 2025 Public Works Reports included in the agenda packet and offered to answer questions.

**Public Safety Report**

Chief Mansell provided an overview of the February 2025 Public Safety Report included in the agenda packet and offered to answer questions.

**Treasurer's Report**

The February 2025 Treasurer's Report was included in the agenda packet, no questions or comments were made about the report.

**City Attorney's Report**

Mr. Denk did not have any items to report.

**Old Business**

No old business items were considered during the meeting.

**New Business**

**Consider Resolution No. 140-2025 appointing Jay Corazza to the board of the Westwood Foundation**

The Westwood Foundation is a Kansas not-for-profit corporation organized and existing as an instrumentality of the City of Westwood, Kansas and is governed in the conduct of its affairs by its Board of Directors, its articles of incorporation, and its bylaws. The Westwood Foundation bylaws as amended state that residents of the City of Westwood, Kansas may be appointed by the Mayor and confirmed by a resolution adopted by a majority of the members of the Westwood City Council to serve terms of four (4) years on the Westwood Foundation Board of Directors.

Board member Kumud Pyakuryal moved from Westwood earlier this year, creating a vacancy on the Board. Mr. Pyakuryal's term ends in May of 2027. Around the same time, the Mayor issued an open call for candidates for the Planning Commission. Following interviews of Planning Commission candidates, Mayor David Waters is recommending one of those candidates – Jay Corazza – to fill the vacancy.

Jay Corazza is a 2-year resident of Westwood. His wife grew up in Westwood in the house next door to their current home, where his mother-in-law still resides. Jay retired in 2018 from a varied career as a pilot, highway construction executive, partner in a wholesale pipe valve and fitting business, and sales manager for a manufacturing company. He is interested in serving on the Westwood Foundation to have a hand in helping to shape Westwood's future.

Motion by Councilmember Wimer to adopt Resolution No. 140-2025 confirming the appointment of Jay Corazza to the Westwood Foundation Board of Directors. Second by Councilmember Buckman. Motion carried by a 5-0 voice vote.

**Consider Resolution No. 141-2025 approving a five-year Johnson County CARS program**

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

The recommended roadways for the City of Westwood for calendar years 2026 to 2030 is as follows:

Year    Project

2026    W. 47th Place, Rainbow Boulevard to State Line Road

Motion by Councilmember Steele to approve Resolution No. 141-2025 approving the City of Westwood's 2026 – 2030 projects for inclusion in the County Assistance Road System (CARS) Program. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

**Consider non-conforming signage package for commercial business Blair & Blythe, 4812 Rainbow Blvd.**

Sarah Brown, organizing member of property owner Iris Holding Company, LLC has renovated a former fur retail space at 4812 Rainbow Blvd. into Blair & Blythe, a home goods retailer, zoned C-1 Commercial – Mixed Use. Exterior signage changes are part of this renovation.

The Westwood Zoning Ordinance Section provides:

9.2.1.D

If the Building Official determines that the proposed sign is not in compliance with all requirements of this chapter or any other laws or any other ordinances of the City, the Building Official shall not issue the requested permit, and shall notify the applicant of such denial and the reason therefore within fourteen days of the application being completed and filed with the City.

9.2.1.F

Any applicant aggrieved by a decision of the Building Official shall be entitled to an appeal to have said decision reviewed by the Governing Body. Said appeal must be taken within thirty days of the decision from which an appeal is taken. The Governing Body shall hear such appeal at the earlier of its next regularly scheduled meeting or the passage of twenty days from the decision from which an appeal is taken.

The desired signage package does not meet the requirements of the applicable provisions within Article 9 of the Westwood Zoning Code relating to signs and is, therefore, before the Governing Body for consideration on appeal.

The submitted signage application is to install (3) signs to the front/east facade of the building. These signs will say 'tabletop' (42.5"W x 8.25" H) 'Blair & Blythe' (185.5" W x 20"H) and 'interiors' (45.5" W x 6.5"). These signs will be 1" thick aluminum letters painted black, elevated off the face of the building 1" and backlit in the evening.

The signs will be installed in the middle of the two brick ledges, centered on the building. The brick ledges are 4" each and rest right above the installed awning and below the window ledges. The installation space is 28" in height. The signage letters will be sitting between 6-8 inches above the installed awning.

The window decal with the lettering Blair & Blythe approved as part of the temporary signage package approved by the Planning Commission for installation throughout construction is also to be left up. The temporary signage indicating "coming soon" and the large picture decals have already been removed. An illustration is provided below.

In order for staff to permit the signage application, the applicant needs approval from the Governing Body to install the "Blair & Blythe" channel cut letters, which constitute the one (1) allowed façade sign and exceed the 20 sqf. Maximum allowable size by 5'9" as well as the smaller signage outside of the "Blair & Blythe" channel cut letters and the window decal, which result in more than one (1) façade sign on the east façade of the building.

This application was originally published for a March 3, 2025 public hearing by the Westwood Board of Zoning Appeals, and notices of the public hearing were mailed to all property owners in Westwood within 200' of the property and to property owners outside Westwood within 1,000' of the property. The Board of Zoning Appeals determined that, pursuant to the Westwood Zoning Ordinance, the application was outside of their jurisdiction and should be considered on appeal to the Governing Body pursuant to provisions 9.2.1 D and F. Although there were three requests from those within the notice area to review the requested signage, there were no objections nor concerns stated either before or at the Board of Zoning Appeals meeting.

Motion by Councilmember Wimer to approve the submitted signage package for the commercial business Blair & Blythe located at 4812 Rainbow Blvd. Second by Councilmember Hannaman. Motion carried by a 5-0 voice vote.

**Consider application of Wulff Building & Additions on behalf of property owner Kei Kamara to plat property at 4810 Belinder Ct.**

A plat is a document recorded with a property parcel that establishes lot lines as well as areas intended for public use, if any. Westwood has a mixture of platted, partially platted, and unplatted lots. The subject parcel of this application is comprised of two parcels and a total of three tracts of land. The two parcels are taxed separately. A majority of the larger, southern parcel is platted, while the northern portion of the site is unplatted. Illustrations of the existing condition are provided below.

Section 1.5 of the Westwood Zoning Ordinance specifies the procedures and requirements for the consideration of a final plat, which include submission to the Planning Commission for review and approval and then submission to the Governing Body for acceptance/approval. Following approval by both the Planning Commission and Governing Body, the plat shall be recorded with the County Register of Deeds.

At its March 3, 2025 regular meeting, the Planning Commission was reviewed by the Planning Commission and forwarded to the Governing Body for consideration and approval. There were no Platted Not Platted Taxing Parcel A Taxing Parcel B conditions nor concerns voiced relating to the plat. This matter was heard in conjunction with the review and subsequent approval of a waiver/exception application by the property owner to construct a new house on the property.

The submitted final plat creates one (1) lot on the subject property. The entirety of that proposed Lot 1 is currently owned by Kei Kamara. No additional right-of-way nor public easements are being dedicated on the property.

Staff review of the application submittal – including review by the City’s attorney supporting the Planning Commission – concludes that the plat as submitted complies with applicable laws and requirements to be accepted by the City and recorded with Johnson County.

Motion by Councilmember Buckman to approve the plat for 4810 Belinder Ct. as provided by the applicant and included in the meeting packet. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

**Consider agreement with Johnson County, KS for the 2025 Stormwater Best Management Practices (BMP) cost-share program**

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

Motion by Councilmember Harris to authorize the Mayor to execute the 2025 Agreement for Stormwater BMP Cost-Share Program with Johnson County. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

**Consider Agreement with the City of Roeland Park, KS for the operations and maintenance of streetlighting systems (Mission Road)**

As part of the Mission Road improvement from W. 53rd Street to W. 47th Street, the streetlighting system is to be improved for the benefit of both parties. The new streetlighting system will be located within the City of Roeland Park and as such will be owned by the City of Roeland Park. With Mission Road being a shared corridor, both cities will benefit from streetlighting and as such Westwood will agree to fund 50% of the operation and maintenance to include insurance claims related deductibles, electrical energy costs, maintenance costs and replacement costs needed to keep the Streetlighting System operating as designed. Roeland Park will provide the personnel either with its own force or through contract with an outside vendor to perform the maintenance as required for the system. The rates shown in Appendix “A” represent the costs paid by Roeland Park under an annual contract to a maintenance contractor, per pole, for routine maintenance. The monthly maintenance rates may not include non-routine service, such as knockdowns, fire repairs, luminaire replacement, underground cable repair, and major modifications. Actual costs for non-routine service shall be shared proportionately Fifty percent (50%) by each city. The maintenance and operation of the Streetlighting System shall be administered by Roeland Park acting by and through its Director of Public Works.

Roeland Park is anticipating October 1, 2025, beginning operation of the new system which is reflected in Appendix "A" of the Agreement. Staff recommend the City Council authorize the mayor to sign the agreement.

The cost of the electricity and maintenance should be comparable to the current expense we outlay for the street lighting that is being replaced. The schedule in Appendix "A" reflect the estimated amount of expense to operate the system annually. Westwood is responsible for Fifty percent (50%).

Motion by Councilmember Hannaman to authorize the mayor to execute the Agreement between the City of Roeland Park, Kansas, and the City of Westwood, Kansas, for the operation and maintenance of Streetlighting Systems. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

**Announcements/Governing Body Comments**

Councilmember Buckman encouraged the community to vote I the spring 2025 special election.

**Executive Session**

No Executive Session was held during this meeting.

**Adjournment**

Motion by Councilmember Hannaman to adjourn the meeting. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote. The meeting was adjourned at 8:13 p.m.

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

ATTEST: \_\_\_\_\_  
Abby Schneweis, City Clerk

**Appendix A**  
**Document submitted for Public Comment**

I am Stephen Platt, and I live at 4910 Glendale in the neighboring Westwood Hills.

I would like to know who wrote the supplemental answers to questions regarding the upcoming election. It is blatant electioneering with misdirection, deception, half-truths, and omissions.

My time is limited to refute.

From the start, the City's narrative has been to move the conversation away from a large office complex to be built on Joe D. Dennis Park. The approved planned development allows residential use and 140,000 square feet of buildings. Do you believe Karbank won't threaten to sue or bypass the local planning commission if a special use permit is not granted to build more, or include residential, in an approved planned development that has not been maxed out.

The benefits are a half truth. They should be offset by the value of the rezoned land of \$5.5 million to \$6.5 million being given away. This is more than Karbank is contributing. Quoting the Multistudio value is intentionally misleading. It is 4.25 acres being given away not 3. Truthfully, it is a benefit to the developer of \$1 million to \$2.5 million dollars and not to the city.

Calling the bond proceeds of 4.5 million a benefit is a stretch. This money must be repaid with interest and there is no guarantee Karbank will cover it in its entirety.

Don't fool the residents that you have not decided whether the bonds will be general obligation or special obligation. Was Karbank asked if they would support special obligation bonds? Karbank does have the first crack at buying the bonds.

Last month, factual evidence was used to show the Columbia Capital Memo projection was optimistic. The supplemental Q&A discussion of class A building rates is nonsense and completely dismisses the financial advisor's memo. The fact that the leasable space projection was wrong was completely overlooked in the rebuttal.

The TIF is deception by over projection and electioneering. It is the same reason Kansas City continues to pay a developer to cover shortfalls in revenue from the Power and Light district. With a general obligation bond component, the tax paying residents are ultimately responsible.

The supplement Q&A creates confusion using the term lien on the remaining interest in the 8 acres instead of a right of first refusal for its purchase.

Here's the worst-case scenario. Karbank buys the general obligation bonds. The TIF revenues fall short. The city now has to use tax dollars to pay off the bond's principal and interest to the developer. Let's say Karbank offers to pay off the bonds for the park interest. The payoff would be the right of first refusal.

Couldn't happen, you ask? Check out the recently heard Kansas Supreme Court case - Karbank Holdings versus Regional Evangelical Alliance of Churches. The claim is that Karbank has the right of first refusal to buy property price set by the sale value of the mortgage value instead of having to match an offer to purchase reported to have come from Kenny Block. \$1.2 million of the Church's equity is at stake.

The Karbank proposal has been a bad deal from the start, it favors the developer and puts the city residents at risk. All along the way the city has overridden objections to the project ignoring, intimidating, threatening lawsuits, and bullying residents and surrounding neighbors.

Benefits, TIF, Right of First Refusal. Only highlights to refuting the 10 page Q&A. Be honest and be fair.

Last point, If the residents vote NO the city gets a chance for a do over. The planning commission and city council must be firm and limit any request especially in height, size, and safety impact to be compatible with the surrounding residential neighborhood.

Vote NO and give the Mayor and City Council another chance to get this one right.

City of Westwood, Kansas  
 Appropriation Ordinance No. 773

AN ORDINANCE APPROPRIATING CITY EXPENDITURES FOR THE PERIOD OF March 1, 2025 - March 31, 2025 AND SUMMARIZING SAID EXPENDITURE HEREIN.

	General Month Ending 3/31/2025	Capital Improvements Month Ending 3/31/2025	Equipment Reserve Month Ending 3/31/2025	Stormwater Month Ending 3/31/2025	Special Highway Month Ending 3/31/2025	Woodside TIF/CID Month Ending 3/31/2025	Debt Service Month Ending 3/31/2025	Total All Funds Month Ending 3/31/2025
<b>Expenditures</b>								
Salary & Benefits	163,830.41	0.00	0.00	0.00	0.00	0.00	0.00	163,830.41
Employee Expenses	3,562.98	0.00	0.00	0.00	0.00	0.00	0.00	3,562.98
Professional Fees	15,712.96	0.00	0.00	0.00	0.00	0.00	0.00	15,712.96
General Operating Expenses	13,474.69	0.00	0.00	0.00	0.00	0.00	0.00	13,474.69
Utilities	19,823.15	0.00	0.00	0.00	0.00	0.00	0.00	19,823.15
Equipment and Maintenance	2,759.15	0.00	0.00	0.00	0.00	0.00	0.00	2,759.15
Street and Stormwater	0.00	0.00	0.00	3,675.00	0.00	0.00	0.00	3,675.00
Park and Events	15.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00
Miscellaneous	54,600.02	0.00	0.00	0.00	0.00	331,286.41	0.00	385,886.43
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>273,778.36</b>	<b>0.00</b>	<b>0.00</b>	<b>3,675.00</b>	<b>0.00</b>	<b>331,286.41</b>	<b>0.00</b>	<b>608,739.77</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 2025 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 10th day of April, 2025.

\_\_\_\_\_  
 MAYOR

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



## City Administrator's Report

April 2025

To: Mayor and City Council  
From: Leslie Herring, City Administrator  
Date: April 10, 2025  
RE: Update on some of the key areas of focus of the Administration Department

### Current Priorities

2<sup>nd</sup> Quarter (April) 2025 through 3<sup>rd</sup> Quarter (September) 2025

- W. 47<sup>th</sup> Place Complete Streets Project
  - ✓ In December 2024, the City and Woodside developer came to an agreement to use CID2 revenues accruing since 2018 to serve as the local match for a funding application to the Johnson County CARS program to implement the recommendations in the 2021 MARC PSP to reimagine W. 47<sup>th</sup> Place between Rainbow Blvd. and State Line as a Complete Street.
  - Over the past two months, the City worked with our Engineer, Woodside, and met with a small working group of other stakeholders in the corridor to get direction on a scope of work to develop an engineer's estimate of probable cost to submit to the County for CARS funding (resolution on this month's Council meeting agenda). The application was submitted on March 3<sup>rd</sup> and is a subject of the work session on this month's Council meeting agenda. If funded, this would be a 2025 design and 2026 construction project.
- *Financial Review and Planning*
  - ✓ The 2024 fiscal year audit is underway and is expected to be completed and presented by the City's independent financial auditor at the May 2025 regular City Council meeting.
  - The 2026 budget process is beginning and staff is working on a number of preparations to ensure a comprehensive and smooth budget process during summer 2025, including:
    - Comprehensive evaluation of City staff wages and benefits
    - Creation of a comprehensive Capital Improvement Plan (CIP) funding recommendation
    - Integration of the 2024 community priorities survey findings and recommendations

### Priorities Closing Out

- *Recodify Municipal Code*
  - ✓ In January 2023, CivicPlus (which acquired MuniCode) embarked on a recodification of the Westwood Municipal Code. City staff provided access to all necessary City materials and CivicPlus went to work reviewing and preparing the Code for public, searchable online access.

- ✓ In February 2024, City staff received the Code sections for review and have since been working with CivicPlus staff, the City Attorney, and the Governing Body and Planning Commission to review and tweak the City Code to prepare it for final review and adoption.
- ✓ In October 2024, the City role in review of the Code sections concluded and CivicPlus has all they need to finalize the Municipal Code for consideration and adoption by the Governing Body.
- Once CivicPlus receives the approved ordinance, they will activate the online, searchable City Code on the City's website.
- *Select Prime Developer for 4700 Rainbow Blvd.*
  - ✓ Staff conducted a work session with the Governing Body at the May regular City Council meeting to discuss parameters and guidance for building this process and RFP.
  - ✓ The Mayor and City Administrator worked together to draft an RFQ/P document, which was provided in draft form to the City Council and was posted to invite responses on Monday, July 15<sup>th</sup>.
  - ✓ The RFQ Review Committee interviewed four team in September and invited all to move forward to the RFP phase of the selection process.
  - ✓ RFP responses were received in October and team interviews were conducted the first week of November. A recommendation was prepared in November by the RFQ/P Review Committee for City Council consideration.
  - City staff, Councilmember Hannaman, and City Attorney Denk engaged in negotiations with the two highest ranking of the four development teams. KU Health Systems continues to work through its steps to consider the terms of agreeing to disposition of their real property.
  - It is anticipated that a public presentation by the successful team will be held at an upcoming regular City Council meeting, once the City, Westwood Foundation, and KU Health Systems are aligned on a final recommendation.

### Lingering Priorities

- *Implement Rainbow Blvd. Complete Streets Plan*
  - Both KDOT and KU Health Systems are engaging additional engineering study before committing to the scope of implementation of the recommendations of the planning study that concluded in June 2024. This additional engineering study is anticipated to be completed within 2025 Q2.
- *W. 47<sup>th</sup> Place Complete Streets Project*
  - ✓ In December 2024, the City and Woodside developer came to an agreement to use CID2 revenues accruing since 2018 to serve as the local match for a funding application to the Johnson County CARS program to implement the recommendations in the 2021 MARC PSP to reimagine W. 47<sup>th</sup> Place between Rainbow Blvd. and State Line as a Complete Street.
  - ✓ During the months of January and February, City staff worked with the City Engineer, Woodside, and met with a small working group of other stakeholders in the corridor to get direction on a scope of work to develop an engineer's estimate of probable cost to

submit to the County for CARS funding (resolution on this month's Council meeting agenda).

- The CARS funding application was submitted in March 2025. Staff anticipates a funding award announcement to be made by Johnson County this spring. If funded, this would be a 2025 design and 2026 construction project.

### **Building Permits**

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

#### *Residential*

New Construction: None

Additions: None

Alterations: None

Demolition: None

Misc: None

#### *Commercial*

Alterations

- 4701 Mission Rd. (Walmart Neighborhood Market) – General remodeling

## Westwood Public Works Monthly Report

**TO: GOVERNING BODY**  
**FROM: JOHN SULLIVAN, DIRECTOR OF PUBLIC WORKS**  
**RE: MONTHLY REPORT, MARCH 2025**  
**DATE: APRIL 8, 2025**

Some of the activities for Public Works in March 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 service 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:
  - Public Works Director's Meeting – In Person Meeting – 1.5 hrs.
  - SMAC Meeting - In Person Meeting – 2 hrs.
  - Turkey & Brush Creeks 2D Modeling Meeting – 1.5 hrs.
  - Tree City Awards – In Person Meeting – 7 hrs.
  - Monthly EM 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 performed monthly safety checks at all City properties as well as monthly fire extinguisher inspections.
15. Mitch attends monthly Safety Committee Meetings.
16. We repaired potholes.
17. We repaired streetlights.
18. We swept the streets in Westwood.
19. I prepared the CARS application and submitted it for funding.

20. We applied de-icing treatments to certain streets, serviced the truck when complete.
21. We picked up numerous branches and sticks from the various windstorms over the month.
22. We repaired the pedestrian sign in front of the club.
23. We reset the various time clocks for daylight saving time.
24. We trimmed back the ornamental grasses, various locations.
25. Cleaned up a hydraulic leak from what is assumed to be a trash truck on Booth at W. 48<sup>th</sup> Terrace.
26. We removed the holiday lights at City Hall.
27. We obtained some free wall blocks for a project at the Public Works building.
28. We placed the speed and vehicle monitoring trailer at various locations to gather data for an upcoming study.
29. We repaired a STOP sign at W. 48<sup>th</sup> Terrace and Booth Street.
30. We performed a spring leaf pickup. We collected 50 Cubic Yards of Leaves.
31. We cleaned up and trimmed the beds on W. 47<sup>th</sup> Street.
32. We began mulching various City Properties.
33. We began mowing various City Properties.
34. We cleaned the City Hall roof drains.

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

**Westwood Public Works**

To: Governing Body  
From: John Sullivan, Director of Public Works  
Date: April 8, 2025  
Re: Monthly Status Report

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- CCLIP funding: The project plans are being developed. The survey is complete.
- Storm Debris Removal: FEMA came back wanting more information which I supplied. I think it has now gone to the Kansas Department of Emergency Management for approval which I did not know was in the plan.
- Public Works Replacement Vehicle: The warning lights have been installed but are not wired yet. I will be working on getting this completed.
- Repairs to Signals, W. 47<sup>th</sup> Street and W. 47<sup>th</sup> Place and Rainbow: I have made an inquiry as to the status of the parts and repair. Our contractor dropped the ball on this project. The parts are ordered and will be installed as soon as they are received.
- Leaf Pickup Program: We conducted a one-time pass beginning on March 24<sup>th</sup> as a spring leaf cleanup. We collected 50 Cubic Yards of leaves.
- Mission Road Project, 2025: This project has not had a preconstruction meeting yet and a construction schedule has not been provided as of yet. The Gas Company is still working on main and service replacements. We have now been informed that the water district would like to replace 500 feet of main on the Westwood side of Mission Road from W. 53<sup>rd</sup> Street to W. 50<sup>th</sup> Terrace. We are working with both utilities to determine how this might impact on our Mission Road project.
- W. 47<sup>th</sup> Place Complete Street Project: This evening I will be presenting for your consideration a final design and construction engineering contract with Uhl Engineering. The project if approved to move forward will be constructed in 2026.

**WESTWOOD  
COURT SUMMARY  
MARCH, 2025**

<b>COURT DATE</b>	<b>ARRAIGNMENTS</b>	<b>TRIALS</b>	<b>FINES</b>	<b>LETTERS</b>	<b>WARRANTS</b>
March 07, 2025	40	05	\$ 7,224.00	09	12
March 14, 2025	42	12	\$ 5,790.00	10	17
<b>TOTALS</b>					
March 2025	82	17	\$13,014.00	19	29
March 2024	81	15	\$12,102.00	27	16
			<b>TOTAL (\$13,014.00) less</b>		
			* Kansas DL fees:		\$ 244.00
			* Judges Training Fund:		\$ 24.00
			* LET Training Fund:		\$ 540.00
			* Comm Corrections Fee:		\$ 0.00
			* Seat Belt Fund:		\$40.00
<b>March 2025 TOTAL:</b>					\$12,166.00

<b>Y.T.D. TOTALS 2025</b>		<b>Y.T.D. TOTALS 2024</b>	
ARRAIGNMENTS:	238	ARRAIGNMENTS:	221
TRIALS	39	TRIALS:	35
LETTERS:	84	LETTERS:	81
WARRANTS:	74	WARRANTS:	88
FINES:	\$29,050.00	FINES:	\$24,440.00
KS DL FEES:	\$325.00	KS DL FEES:	\$325.00
JUDGES FUND:	\$68.00	JUDGES FUND:	\$65.50
L.E.T.FUND:	\$1,575.00	L.E.T FUND:	\$1502.50
COMM CORRECTIONS:	\$ 0.00	COMM CORRECTIONS:	\$0.00
SEAT BELT FUND:	\$200.00	SEAT BELT FUND:	\$140.00

# Westwood Police Department Westwood City Council Report



3/1/2025

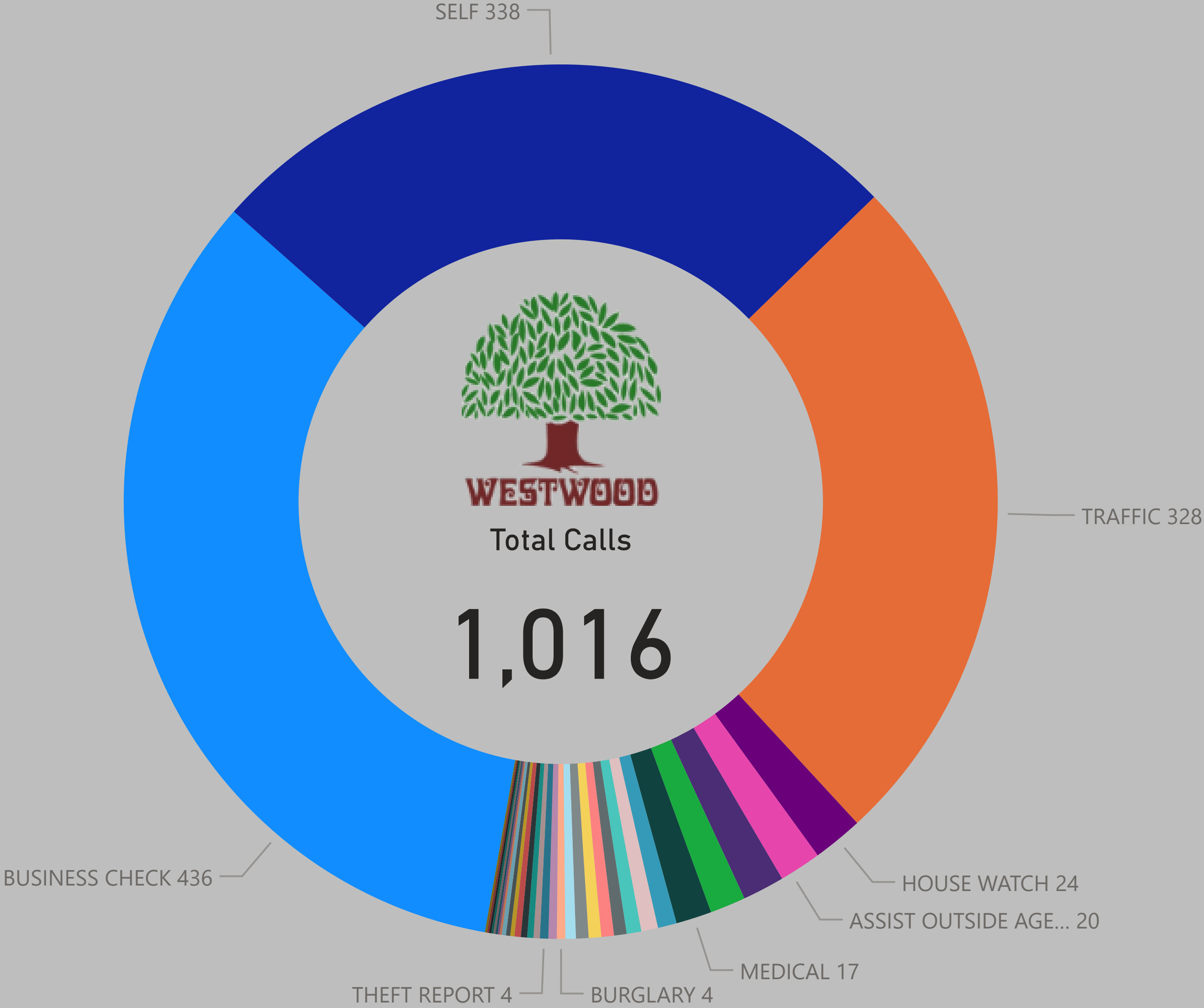


3/31/2025



# Westwood Police Department City Council Report

3/1/2025  3/31/2025 





# Westwood Police Department Westwood City Council Report

3/1/2025



3/31/2025



Case Number	Report Type	Summary
20250081	Drugs/Narcotics	Traffic stop for traffic violation, and the driver was in possession of Marijuana and drug paraphernalia. He was issued citations and released with a court date.
20250083	Warrant	Reporting party was dispatched to confirm a Westwood warrant. Roeland Park PD transported the subject to the Westwood Police Department where the warrant was served. The subject paid his fine and was released from custody.
20250084	Theft	Employee of Walamrt stole approximately \$11,000 dollars from the registers in a two month period of time
20250087	Criminal Damage to Property	Reporting officer responded to 4820 Rainbow Blvd, in reference to an attempted burglary. Business had window broken and no entry was made.
20250088	Burglary	Reporting officer responded to a burglary of two businesses. Both businesses, Expert Alterations and Mulligan's Country Club, had windows broken. The investigation is on going.
20250091	Warrant	Reporting officer arrested a subject at municipal court for a felony warrant issued by Kansas City PD. The subject was transported to Johnson County Adult Detention Center in Olathe for housing
20250096	Auto Theft	The reporting party called to report someone had stolen her vehicle. She thought the same person left a stolen vehicle next to where her vehicle was parked.
20250097	Auto-Abandoned/Recovery	Reporting officer responded to the Midwest Transplant Network in reference to a stolen vehicle. Upon investigation, the suspect abandoned a Kia Optima stolen out of Kansas City, Missouri. The vehicle was processed and released to the owner on scene.
20250099	Auto Burglary	The reporting officer responded to the KU Cancer Center where three auto burglaries occurred in the parking garage. Possible suspect vehicle description was obtained.
20250100	Identity Theft	Reporting officer took a report for identity theft. The victim had two phones and activation purchased in his name. No suspect information at the time of report.
20250102	Theft	The reporting party purchased a laptop on line and the delivery service delivered it to the wrong address.
20250104	Theft	Reporting officer responded to the station for a walk in report. The victim had his license plate stolen off his truck. Another license plate was put on his vehicle. The license plate was recovered and placed into evidence.
20250105	Warrant	Reporting officer confirmed a Westwood warrant for PVPD. The warrant was served and the suspect was transported to the jail for processing.
20250110	Warrant	Reporting officer responded to Leawood Municipal Court to serve a Westwood warrant. Subject paid the fine amount and was released at the scene.
20250113	Theft	Reporting officer responded to Walmart for a push out theft of \$828. A vehicle and suspect description were obtained. The investigation is ongoing.
20250114	Auto Theft	Reporting officer responded to Midwest Transplant Network in Westwood for a stolen Kia Sorento. No suspect info for now.
20250117	Auto Theft	Victim had her vehicle stolen by her passenger, who she arrived with, while picking up door dash at Lulu's Bistro.

# Westwood Police Department Westwood City Council Report

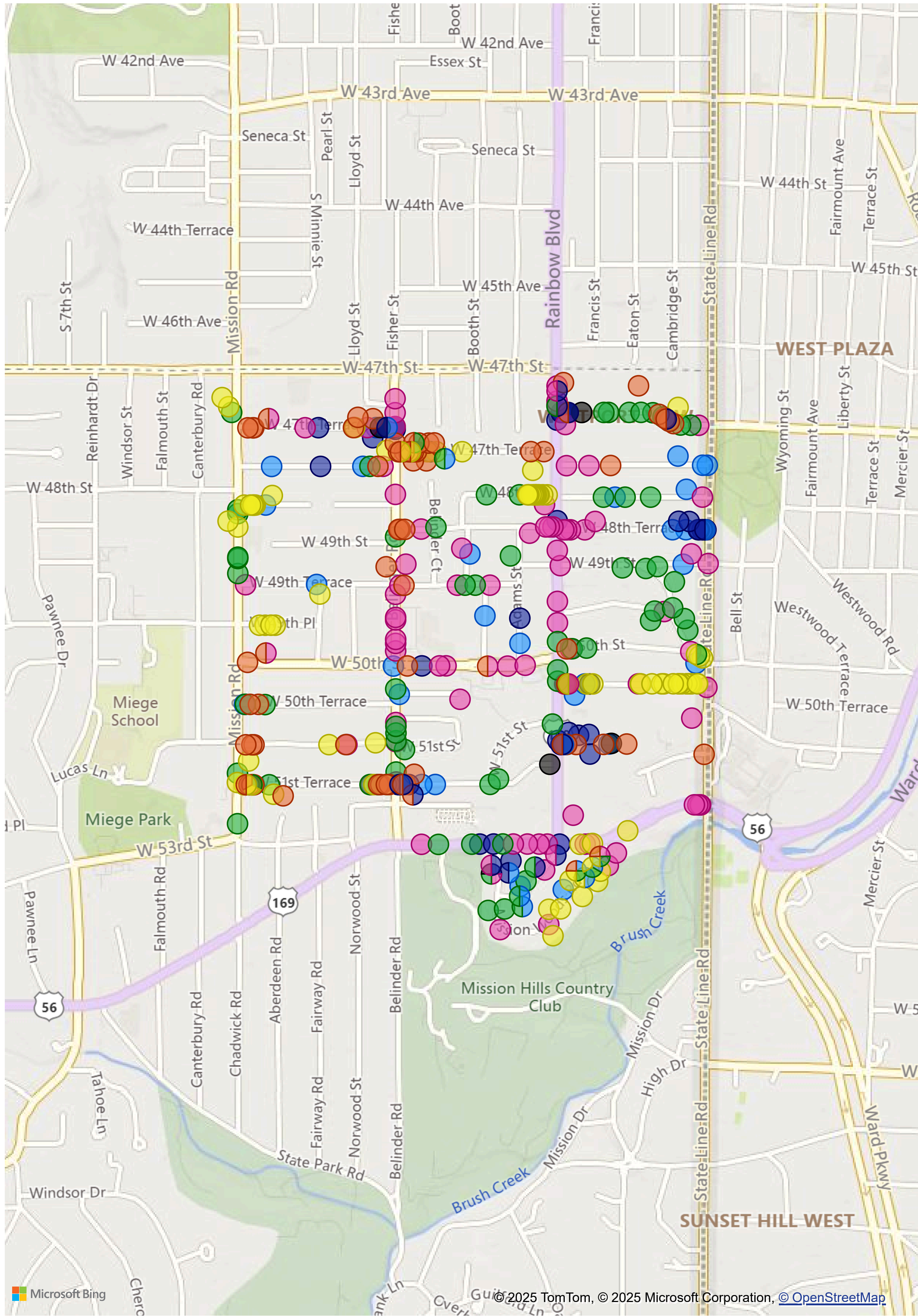
3/1/2025



3/31/2025



## Area Checks by Officer



- CHASE METCALF
- CHRISTOPHER BISHOP
- GIANFRANCO ROQUE
- KURTIS STONE
- MARCUS BURKE
- SHARON TAYLOR
- TIMOTHY FILSON

# 586

**City of Westwood  
Treasurer's Report  
March 31, 2025**

1. Balance Sheet by Fund – shows overall ending cash balances for the City by Fund.
  - a. Ending unencumbered cash through 3/31/2025 was \$4,923,615. The 3/31/2024 balance was \$3,749,300. This is an increase in cash of \$1,174,315.
2. Cash Flow – shows beginning cash by fund and associated revenues and expenditures for each fund in a more summarized format.
3. Statement of Operations – General Fund
  - a. Revenue received for the month was \$338,979. Total Revenue received through March 31, 2025, was \$1,219,784. The prior year revenue to date was \$1,122,119. Current year to date revenue is greater than the prior year revenue by \$97,665.
    - i. Tax revenue for the year is \$71,601 higher than last year due to Ad Valorem taxes received in January being higher.
    - ii. Fees and Licenses revenue has increased over the prior year by \$19,804 due to Utility Franchise Fees.
  - b. March expenditures totaled \$273,778. The year-to-date expenditures are \$721,661. This is a difference of less than \$1,000 from the prior year.
    - i. Professional Fees are lower due to legal fees and insurance.
    - ii. Administrative Salaries and Benefits have decreased \$7,129 from the prior year. During 2025 there has been one less employee than last year.
    - iii. Public Works Salaries and Benefits are \$35,217 more than last year partially due to having an additional part time employee.
    - iv. For the YTD expenses, a miscellaneous expense for WV TIF is recorded in different places in each year as of March 31<sup>st</sup>. The amount in 2024 was corrected later in the year.
  - c. Net Receipts Over Expenditures are \$97,4333 more in the General Fund for the year compared to 2024.
4. Statement of Operations - Other Funds
  - a. Equipment Reserve Fund hasn't expended anything in 2025, compared to \$288,233 in 2024 for Machinery & Equipment Purchases.
  - b. Woodside TIF and CID fund has expended \$45,315 for Professional Fees for 47<sup>th</sup> Place during 2025.

I am happy to answer any questions upon request.

Michelle Ryan  
City of Westwood Treasurer

## ACCOUNTANTS' COMPILATION REPORT

To the City Council  
**City of Westwood, Kansas**  
Westwood, Kansas

Management is responsible for the accompanying financial statements of **City of Westwood, Kansas** (a municipal entity), which comprises the statement of assets, liabilities and fund balance by fund – regulatory basis and the statement of cash flow – regulatory basis as of and for the one month ended March 31, 2025, in accordance with the regulatory basis of accounting, and for determining that the regulatory basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

The financial statements are prepared in accordance with the regulatory basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all the disclosures ordinarily included in financial statements prepared in accordance with the regulatory basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the City's assets, liabilities, fund balance, receipts, and expenditures. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

We are not independent with respect to **City of Westwood, Kansas**.



**ADAMSBROWN, LLC**  
Certified Public Accountants  
Overland Park, Kansas

April 4, 2025



**City of Westwood, Kansas**  
**Statement of Assets, Liabilities and Fund Balance by Fund - Regulatory Basis**  
 As of March 31, 2025

	General Fund 03/31/2025	Capital Improvements Fund 03/31/2025	Equipment Reserve Fund 03/31/2025	Stormwater Fund 03/31/2025	Special Highway Fund 03/31/2025	Woodside TIF/CID Fund 03/31/2025	Debt Service Fund 03/31/2025	All Funds 03/31/2025
<b>Assets</b>								
Current Assets								
Cash In Bank	630,176.11	461,206.56	130,457.85	301,635.58	245,824.25	387,219.98	173,741.30	2,330,261.63
Cash In Bank - Bond Fund	37,570.46	0.00	0.00	0.00	0.00	0.00	0.00	37,570.46
Cash In Bank - Woodside Village Acct	9.66	0.00	0.00	0.00	0.00	0.00	0.00	9.66
Petty Cash	339.00	0.00	0.00	0.00	0.00	0.00	0.00	339.00
Cash Charles Schwab 2843	21,306.13	0.00	0.00	0.00	0.00	0.00	0.00	21,306.13
Cash Charles Schwab 3099	112.85	338.51	112.82	56.44	0.00	225.68	0.00	846.30
Investment Charles Schwab 2843	1,005,477.53	0.00	0.00	0.00	0.00	0.00	0.00	1,005,477.53
Investment Charles Schwab 3099	203,203.53	611,354.25	203,784.76	101,892.37	0.00	407,569.48	0.00	1,527,804.39
Total Current Assets	1,898,195.27	1,072,899.32	334,355.43	403,584.39	245,824.25	795,015.14	173,741.30	4,923,615.10
<b>Total Assets</b>	<b>\$ 1,898,195.27</b>	<b>\$ 1,072,899.32</b>	<b>\$ 334,355.43</b>	<b>\$ 403,584.39</b>	<b>\$ 245,824.25</b>	<b>\$ 795,015.14</b>	<b>\$ 173,741.30</b>	<b>\$ 4,923,615.10</b>
<b>Liabilities and Fund Balance</b>								
Current Liabilities								
Encumbrances	78.52	0.00	0.00	0.00	0.00	0.00	0.00	78.52
Woodside Village Deposits	9.19	0.00	0.00	0.00	0.00	0.00	0.00	9.19
Refundable Bond Deposits	36,499.99	0.00	0.00	0.00	0.00	0.00	0.00	36,499.99
Total Current Liabilities	36,587.70	0.00	0.00	0.00	0.00	0.00	0.00	36,587.70
Total Liabilities	36,587.70	0.00	0.00	0.00	0.00	0.00	0.00	36,587.70
Fund Balance								
Fund Balance	1,363,484.37	973,938.59	332,209.23	252,304.48	230,636.08	802,800.44	170,739.39	4,126,112.58
Fund Balance - Current Year	498,123.20	98,960.73	2,146.20	151,279.91	15,188.17	(7,785.30)	3,001.91	760,914.82
Total Fund Balance	1,861,607.57	1,072,899.32	334,355.43	403,584.39	245,824.25	795,015.14	173,741.30	4,887,027.40
<b>Total Liabilities and Fund Balance</b>	<b>\$ 1,898,195.27</b>	<b>\$ 1,072,899.32</b>	<b>\$ 334,355.43</b>	<b>\$ 403,584.39</b>	<b>\$ 245,824.25</b>	<b>\$ 795,015.14</b>	<b>\$ 173,741.30</b>	<b>\$ 4,923,615.10</b>

Item D. Section VIII, Item

See accountants' compilation report.



# City of Westwood, Kansas

## Statement of Cash Flow - Regulatory Basis

For the One Month Ended March 31, 2025

	General Fund Month Ending 03/31/2025	Capital Improvements Fund Month Ending 03/31/2025	Equipment Reserve Fund Month Ending 03/31/2025	Stormwater Fund Month Ending 03/31/2025	Special Highway Fund Month Ending 03/31/2025	Woodside TIF/CID Fund Month Ending 03/31/2025	Debt Service Fund Month Ending 03/31/2025	All Funds Month Ending 03/31/2025
<b>Unencumbered Cash, Beginning Period</b>	1,864,359.90	1,008,963.74	333,550.05	379,215.72	245,824.25	1,059,130.37	173,124.57	5,064,168.60
<b>Receipts</b>								
Taxes	246,656.28	61,519.43	0.00	0.00	0.00	0.00	616.73	308,792.44
Fees and Licenses	43,076.13	0.00	0.00	0.00	0.00	0.00	0.00	43,076.13
Building Permits	1,069.33	0.00	0.00	0.00	0.00	0.00	0.00	1,069.33
Intergovernmental	31,380.76	0.00	0.00	0.00	0.00	0.00	0.00	31,380.76
Restricted Fees	0.00	0.00	0.00	27,640.97	0.00	65,560.42	0.00	93,201.39
Fines	9,581.00	0.00	0.00	0.00	0.00	0.00	0.00	9,581.00
Reimbursements	1,459.66	0.00	0.00	0.00	0.00	0.00	0.00	1,459.66
Interest Earnings	5,707.30	2,416.15	805.38	402.70	0.00	1,610.76	0.00	10,942.29
Miscellaneous	48.44	0.00	0.00	0.00	0.00	0.00	0.00	48.44
<b>Total Receipts</b>	<b>338,978.90</b>	<b>63,935.58</b>	<b>805.38</b>	<b>28,043.67</b>	<b>0.00</b>	<b>67,171.18</b>	<b>616.73</b>	<b>499,551.44</b>
<b>Expenditures</b>								
Salary & Benefits	163,830.41	0.00	0.00	0.00	0.00	0.00	0.00	163,830.41
Employee Expenses	3,562.98	0.00	0.00	0.00	0.00	0.00	0.00	3,562.98
Professional Fees	15,712.96	0.00	0.00	0.00	0.00	0.00	0.00	15,712.96
General Operating Expenses	13,474.69	0.00	0.00	0.00	0.00	0.00	0.00	13,474.69
Utilities	19,823.15	0.00	0.00	0.00	0.00	0.00	0.00	19,823.15
Equipment and Maintenance	2,759.15	0.00	0.00	0.00	0.00	0.00	0.00	2,759.15
Street and Stormwater	0.00	0.00	0.00	3,675.00	0.00	0.00	0.00	3,675.00
Park and Events	15.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00
Miscellaneous	54,600.02	0.00	0.00	0.00	0.00	331,286.41	0.00	385,886.43
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>273,778.36</b>	<b>0.00</b>	<b>0.00</b>	<b>3,675.00</b>	<b>0.00</b>	<b>331,286.41</b>	<b>0.00</b>	<b>608,739.77</b>
<b>Adjustments</b>								
Increase / (Decrease) in Payables	(32,365.17)	0.00	0.00	0.00	0.00	0.00	0.00	(32,365.17)
Increase / (Decrease) in Refundable Bond Deposits	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00
<b>Total Adjustments</b>	<b>(31,365.17)</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>(31,365.17)</b>
<b>Ending Cash</b>	<b>\$ 1,898,195.27</b>	<b>\$ 1,072,899.32</b>	<b>\$ 334,355.43</b>	<b>\$ 403,584.39</b>	<b>\$ 245,824.25</b>	<b>\$ 795,015.14</b>	<b>\$ 173,741.30</b>	<b>\$ 4,923,611.08</b>

Item D. Section VIII, Item

**CITY OF WESTWOOD, KANSAS**

Supplementary Information



**City of Westwood, Kansas**  
**Schedule of Receipts and Expenditures - Regulatory Basis**  
 General Fund

For The One and Three Months Ended March 31, 2025 and March 31, 2024

	Month Ending	Year To Date	Year To Date	Year Ending	
	03/31/2025	03/31/2025	03/31/2024	12/31/2025	12/31/2025
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
<b>Receipts</b>					
Taxes	\$ 246,656.28	\$ 935,340.34	\$ 863,739.47	\$ 2,235,147.00	\$ (1,299,806.66)
Fees and Licenses	43,076.13	127,048.16	107,244.22	444,124.00	(317,075.84)
Building Permits	1,069.33	14,601.83	15,535.83	85,000.00	(70,398.17)
Intergovernmental	31,380.76	92,983.26	83,578.18	372,500.00	(279,516.74)
Fines	9,581.00	25,531.00	23,619.00	100,000.00	(74,469.00)
Reimbursements	1,459.66	4,073.18	11,286.03	0.00	4,073.18
Interest Earnings	5,707.30	18,315.51	13,745.48	50,000.00	(31,684.49)
Miscellaneous	48.44	1,890.58	3,370.76	5,250.00	(3,359.42)
<b>Total Receipts</b>	<b>338,978.90</b>	<b>1,219,783.86</b>	<b>1,122,118.97</b>	<b>3,292,021.00</b>	<b>(2,072,237.14)</b>
<b>Expenditures</b>					
<b>General Overhead</b>					
Salary & Benefits	3,796.70	10,352.60	10,375.45	50,400.00	(40,047.40)
Employee Expenses	510.85	4,013.08	2,834.66	14,000.00	(9,986.92)
Professional Fees	9,876.44	41,046.43	70,861.66	270,750.00	(229,703.57)
General Operating Expenses	2,680.13	3,327.59	9,931.28	1,145,350.00	(1,142,022.41)
Utilities	18,151.61	39,076.85	50,752.33	289,753.00	(250,676.15)
Equipment and Maintenance	66.75	66.75	0.00	0.00	66.75
Park and Events	15.00	6,215.00	4,275.00	14,500.00	(8,285.00)
Miscellaneous	54,600.02	54,600.02	0.00	50,000.00	4,600.02
Intergovernmental	0.00	0.00	0.00	20,000.00	(20,000.00)
Interfund Transfers	0.00	0.00	0.00	383,487.00	(383,487.00)
<b>Total General Overhead</b>	<b>89,697.50</b>	<b>158,698.32</b>	<b>149,030.38</b>	<b>2,238,240.00</b>	<b>(2,079,541.68)</b>
<b>Administrative</b>					
Salary & Benefits	34,461.82	99,926.29	107,054.57	509,068.00	(409,141.71)
Employee Expenses	1,392.23	2,551.22	2,644.13	21,000.00	(18,448.78)
Professional Fees	4,831.60	12,052.64	7,726.54	50,000.00	(37,947.36)
General Operating Expenses	4,675.43	4,781.38	4,517.13	2,500.00	2,281.38
Interfund Transfers	0.00	0.00	0.00	5,000.00	(5,000.00)
<b>Total Administrative</b>	<b>45,361.08</b>	<b>119,311.53</b>	<b>121,942.37</b>	<b>587,568.00</b>	<b>(468,256.47)</b>
<b>Public Works</b>					
Salary & Benefits	42,553.45	135,607.74	100,391.29	490,793.00	(355,185.26)
Employee Expenses	34.95	2,514.95	2,529.07	8,200.00	(5,685.05)
Professional Fees	0.00	0.00	0.00	17,000.00	(17,000.00)
General Operating Expenses	565.10	1,945.04	1,784.21	27,550.00	(25,604.96)
Utilities	1,122.84	2,000.98	2,446.88	19,580.00	(17,579.02)
Equipment and Maintenance	2,439.60	18,445.40	15,891.69	60,500.00	(42,054.60)
Interfund Transfers	0.00	0.00	0.00	30,000.00	(30,000.00)
<b>Total Public Works</b>	<b>46,715.94</b>	<b>160,514.11</b>	<b>123,043.14</b>	<b>653,623.00</b>	<b>(493,108.89)</b>
<b>Police</b>					
Salary & Benefits	83,018.44	260,854.90	249,220.17	1,034,175.00	(773,320.10)
Employee Expenses	1,624.95	6,639.06	5,798.28	28,000.00	(21,360.94)
Professional Fees	1,004.92	1,650.94	2,405.72	51,900.00	(50,249.06)

See accountants' compilation report.



**City of Westwood, Kansas**  
**Schedule of Receipts and Expenditures - Regulatory Basis**  
 General Fund

For The One and Three Months Ended March 31, 2025 and March 31, 2024

	<u>Month Ending</u> <u>03/31/2025</u>	<u>Year To Date</u> <u>03/31/2025</u>	<u>Year To Date</u> <u>03/31/2024</u>	<u>Year Ending</u> <u>12/31/2025</u>	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
General Operating Expenses	5,554.03	10,399.57	8,709.43	72,100.00	(61,700.43)
Utilities	255.50	255.50	0.00	4,500.00	(4,244.50)
Equipment and Maintenance	252.80	1,000.72	6,921.29	12,000.00	(10,999.28)
Park and Events	0.00	1,100.00	1,217.52	1,500.00	(400.00)
Interfund Transfers	0.00	0.00	0.00	30,000.00	(30,000.00)
<b>Total Police</b>	<u>91,710.64</u>	<u>281,900.69</u>	<u>274,272.41</u>	<u>1,234,175.00</u>	<u>(952,274.31)</u>
<b>Parks &amp; Rec</b>					
General Operating Expenses	0.00	0.00	0.00	3,000.00	(3,000.00)
Utilities	293.20	861.03	605.57	30,000.00	(29,138.97)
Equipment and Maintenance	0.00	0.00	1,656.19	10,000.00	(10,000.00)
Park and Events	0.00	374.98	532.19	15,750.00	(15,375.02)
<b>Total Parks &amp; Rec</b>	<u>293.20</u>	<u>1,236.01</u>	<u>2,793.95</u>	<u>58,750.00</u>	<u>(57,513.99)</u>
<b>Non-Departmental</b>					
Miscellaneous	0.00	0.00	50,346.24	0.00	0.00
<b>Total Non-Departmental</b>	<u>0.00</u>	<u>0.00</u>	<u>50,346.24</u>	<u>0.00</u>	<u>0.00</u>
<b>Total Expenditures</b>	<u>273,778.36</u>	<u>721,660.66</u>	<u>721,428.49</u>	<u>4,772,356.00</u>	<u>(4,050,695.34)</u>
<b>Receipts Over (Under) Expenditures</b>	<u><b>\$ 65,200.54</b></u>	<u><b>\$ 498,123.20</b></u>	<u><b>\$ 400,690.48</b></u>	<u><b>\$ (1,480,335.00)</b></u>	<u><b>\$ 1,978,458.20</b></u>

See accountants' compilation report.



**City of Westwood, Kansas**  
**Schedule of Receipts and Expenditures - Regulatory Basis**  
 Other Funds  
 For The One Month Ended March 31, 2025

**Other Funds**

	<b>Capital Improvements Fund Month To Date 03/31/2025 Actual</b>	<b>Equipment Reserve Fund Month To Date 03/31/2025 Actual</b>	<b>Stormwater Fund Month To Date 03/31/2025 Actual</b>	<b>Special Highway Fund Month To Date 03/31/2025 Actual</b>	<b>Woodside TIF/CID Fund Month To Date 03/31/2025 Actual</b>	<b>Debt Service Fund Month To Date 03/31/2025 Actual</b>
<b>Receipts</b>						
Taxes						
Ad Valorem Tax	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 484.65
City Sales & Use Tax - Special	61,519.43	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Tax	0.00	0.00	0.00	0.00	0.00	132.08
<b>Total Taxes</b>	<b>61,519.43</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>616.73</b>
Restricted Fees						
Stormwater Utility Fee	0.00	0.00	27,640.97	0.00	0.00	0.00
WV CID-1	0.00	0.00	0.00	0.00	43,036.52	0.00
WV CID-2	0.00	0.00	0.00	0.00	22,523.90	0.00
Interest Earnings	2,416.15	805.38	402.70	0.00	1,610.76	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Receipts</b>	<b>63,935.58</b>	<b>805.38</b>	<b>28,043.67</b>	<b>0.00</b>	<b>67,171.18</b>	<b>616.73</b>
<b>Expenditures</b>						
Street and Stormwater						
Stormwater Expense	0.00	0.00	3,675.00	0.00	0.00	0.00
Miscellaneous						
UMB TIF Payment	0.00	0.00	0.00	0.00	266,123.69	0.00
UMB CID Payment	0.00	0.00	0.00	0.00	65,162.72	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>3,675.00</b>	<b>0.00</b>	<b>331,286.41</b>	<b>0.00</b>
<b>Receipts Over (Under) Expenditures</b>	<b>\$ 63,935.58</b>	<b>\$ 805.38</b>	<b>\$ 24,368.67</b>	<b>\$ 0.00</b>	<b>\$ (264,115.23)</b>	<b>\$ 616.73</b>

See accountants' compilation report.



**City of Westwood, Kansas**  
**Schedule of Receipts and Expenditures - Regulatory Basis**  
 Other Funds  
 For The Three Months Ended March 31, 2025

**Other Funds**

	<b>Other Funds</b>					
	<b>Capital Improvements Fund</b>	<b>Equipment Reserve Fund</b>	<b>Stormwater Fund</b>	<b>Special Highway Fund</b>	<b>Woodside TIF/CID Fund</b>	<b>Debt Service Fund</b>
	<b>Year To Date 03/31/2025</b>	<b>Year To Date 03/31/2025</b>	<b>Year To Date 03/31/2025</b>	<b>Year To Date 03/31/2025</b>	<b>Year To Date 03/31/2025</b>	<b>Year To Date 03/31/2025</b>
	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>
<b>Receipts</b>						
Taxes						
Ad Valorem Tax	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 12,481.60
City Sales & Use Tax - Special	92,522.12	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Tax	0.00	0.00	0.00	0.00	0.00	420.31
Restricted Fees						
Stormwater Utility Fee	0.00	0.00	153,881.80	0.00	0.00	0.00
State Hwy Maintenance	0.00	0.00	0.00	3,725.25	0.00	0.00
Special Highway Fund Revenue	0.00	0.00	0.00	11,520.78	0.00	0.00
WV CID-1	0.00	0.00	0.00	0.00	330,654.66	0.00
WV CID-2	0.00	0.00	0.00	0.00	33,869.05	0.00
Interest Earnings	6,438.61	2,146.20	1,073.11	0.00	4,292.40	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Receipts</b>	<u>98,960.73</u>	<u>2,146.20</u>	<u>154,954.91</u>	<u>15,246.03</u>	<u>368,816.11</u>	<u>12,901.91</u>
<b>Expenditures</b>						
Professional Fees	0.00	0.00	0.00	0.00	45,315.00	0.00
Equipment and Maintenance						
State Highway Maintenance	0.00	0.00	0.00	57.86	0.00	0.00
Street and Stormwater						
Capital Improvement Expense	0.00	0.00	0.00	0.00	0.00	9,900.00
Stormwater Expense	0.00	0.00	3,675.00	0.00	0.00	0.00
Miscellaneous						
UMB TIF Payment	0.00	0.00	0.00	0.00	266,123.69	0.00
UMB CID Payment	0.00	0.00	0.00	0.00	65,162.72	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<u>0.00</u>	<u>0.00</u>	<u>3,675.00</u>	<u>57.86</u>	<u>376,601.41</u>	<u>9,900.00</u>
<b>Receipts Over (Under) Expenditures</b>	<u>\$ 98,960.73</u>	<u>\$ 2,146.20</u>	<u>\$ 151,279.91</u>	<u>\$ 15,188.17</u>	<u>\$ (7,785.30)</u>	<u>\$ 3,001.91</u>

See accountants' compilation report.



**City of Westwood, Kansas**  
 Summary of Expenditures - Actual and Budget  
 Regulatory Basis  
 For The Three Months Ended March 31, 2025

	Certified Budget	Expenditures Chargeable to Current Year	Difference Over/(Under)
<b>Expenditures</b>			
General Fund	\$ 4,772,356.00	\$ 721,660.66	\$ (4,050,695.34)
Capital Improvements Fund	\$ 723,382.00	\$ 0.00	\$ (723,382.00)
Equipment Reserve Fund	\$ 88,250.00	\$ 0.00	\$ (88,250.00)
Stormwater Fund	\$ 169,516.00	\$ 3,675.00	\$ (165,841.00)
Special Highway Fund	\$ 200,000.00	\$ 57.86	\$ (199,942.14)
Woodside TIF/CID Fund	\$ 768,677.00	\$ 376,601.41	\$ (392,075.59)
Debt Service Fund	\$ 436,688.00	\$ 9,900.00	\$ (426,788.00)
<b>Total Expenditures</b>	<b>\$ 7,158,869.00</b>	<b>\$ 1,111,894.93</b>	<b>\$ (6,046,974.07)</b>

Item D. Section VIII, Item

See accountants' compilation report.

**COUNCIL ACTION FORM**

Meeting Date: April 10, 2025

Staff Contact: Leslie Herring, City Administrator

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 Agenda Item: Consider solid waste residential disposal services contract for 2026 – 2030
 

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**Background / Description of Item:**

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

As the Agreement term ends December 31, 2025, the City Administrators for the three cities began several months ago to discuss the performance of GFL and establish whether there is a mutual interest in continuing GFL's service beyond 2025. Through a series of meetings with GFL and city representatives, terms of renewal were developed that are agreeable to all parties. Changes to the current contract are summarized in the attached Notice of MARC/KCRPC Contract Renewal letter attached.

**Staff Comments/Recommendation:**

Staff believe that a negotiated renewal with GFL is the best approach to arriving at terms representative of current market conditions, reflective of opportunities to enhance operating efficiencies and to achieve sustained high-quality service. The cities have enjoyed consistent service quality from GFL during the past contract period. The rates enjoyed under this joint contract have been and will continue to be among the best value in the region. To this end, Roeland Park City Administrator Keith Moody conducted and shared the following research:

CPI for garbage was 3.6% in 2024, 7.28% in 2023, 5.17% in 2022, 4.74% in 2021, 3.49% in 2020 (4.86% annual average for the past five years). The average annual rate increase [we] experienced for this same five-year period was 1.56%.

Merriam solicited bids the first quarter of 2025 for solid waste services starting in 2026. The scope of service is similar to that provided to [us]. They received proposals from 4 haulers with the monthly fee per residence ranging from \$35.75 (Waste Management) to \$19.50 (GFL). All firms were well above the \$17.50/month rate [we] would pay under the renewal in 2026. [The cities' 2025 rate is \$16.65]

Mission went out to bid for solid waste services and selected GFL in 2020. The 2025 rate

charged [to] Mission by GFL is \$18.62 (a 3% increase from their 2024 rate); well above the \$17.50 rate [we] would pay under the renewal in 2026. Mission's average annual increase between 2020 and 2025 is 3.64% (Roeland Park experienced 1.56% during the same period). Mission's contract with GFL was for an initial 5- year term, with two five-year renewal options for a total of 15 years.

Prairie Village went out for bid for solid waste services within the past 10 years and selected Republic. Prairie Village's 2025 rate is \$20.67 (also well above the \$17.50 proposed in this renewal for 2026).

[We are] charged \$16.65/month in 2025 under the current contract. A 2026 rate of \$17.50 is a 5.15% increase but remains well below the rate being paid in 2025 by neighboring communities with similar contract provisions.

The key changes between our current service agreement and the renewal proposed are summarized below:

1. Extends the contract to 2026 through 2030 with the opportunity for an annual rate increase based upon the CPI for Trash Collection with a cap of 3% per year. The 2026 rate would be \$17.50/month/household.
2. Existing carts will continue to be used, and GFL will be responsible for replacing them as needed.
3. Limit of 10 bags/bundles/containers of yard waste per household per week. 20 bags/bundles/containers of yard waste allowed per household during spring and fall amnesty weeks.
4. 3 bulk items allowed on 1 collection day each month per household.
5. Rebate is provided to each City for materials diverted from GFL collection streams. For Westwood, it will include the curbside leaf collection program.
6. GFL agrees to participate in an assessment of AI systems with on-board GPS, video, routing and service delivery monitoring systems in concert with the cities to determine the capabilities and costs of such systems and how they may improve safety, service quality/reliability and achieve cost savings.

**Recommended Motion:**

*I move to authorize David Warm, Executive Director of Mid-America Regional Council, to execute the Solid Waste Residential Disposal Services contract with GFL Environmental, Inc. for a contract period of January 1, 2026 to December 31, 2030.*



**NOTICE OF MARC/KCRPC CONTRACT RENEWAL  
DATED: March 17, 2025**

Bid Title: Solid Waste Residential Disposal Services  
Bid/Contract No. RFP 78 (2R)  
Contract Modification No.: 2  
Contract Period: January 1, 2018 to December 31, 2020  
Renewal Period: January 1, 2021 to December 31, 2025  
Renewal Period: January 1, 2026 to December 31, 2030

**CONTRACTOR:**

Mr. Tom Coffman Phone: 816-787-2382  
GFL Environmental Inc. Email: tcoffman@gflenv.com  
22820 S. State Route 291  
Harrisonville, Mo., 64701

**RENEWAL OPTION:**

MARC/KCRPC and Participants do hereby accept your offer to renew the contract with the proposed pricing and terms dated Nov. 1, 2024. The renewal includes a five-year term beginning Jan. 1, 2026, at a monthly rate of \$17.50 per household, and ending Dec. 31, 2031. MARC/KCRPC and Participants reserve the right to negotiate an additional five-year renewal prior to the expiration date of Dec. 31, 2031.

GFL Environmental Inc. agrees to:

- A five-year agreement with the 2026 monthly rate of \$17.50 per household and annual increases not to exceed the Consumer Price Index (CPI) for Trash and Trash Collection percentage (capped at 3 percent). Existing carts will be used. GFL may request additional rate and price adjustments on a quarterly basis, based on unusual changes in the cost of operations, such as revised laws, ordinances or regulations, changes in location of disposal sites or changes in disposal charges; 30 percent increases in the price of #2 diesel fuel over any six-month rolling period; and similar operational changes.
- Existing 22-gallon recycling bins will continue to be collected, but bins will not be distributed at new addresses
- Collection of up to 10 bags, bundles and/or rigid containers of yard waste weekly
- Residents will be able to set out up to 20 items during spring and fall yard waste amnesty weeks
- GFL will provide each city up to \$1 per household annually to subsidize municipal waste diversion activities for communities that do not participate in the rebate program
- Provide collection of up to three (3) bulk items on one collection day each month
- Residents may contract separately for an extra trash cart at a rate of \$10 monthly
- Trash overage stickers will be available at a cost of \$2 each (\$10 per sheet of 5)
- Weekly trash and recycling collection from city facilities at no charge

- Roll off containers for leaf collection and storm debris will be hauled at \$295 plus composting fee
- Roll off containers for solid waste will be billed \$295 per haul plus \$45 per ton
- White goods collected for \$60 each (must be certified free of CFCs)
- New Year’s Day, Thanksgiving and Christmas holidays will be observed
- Yard Waste and Glass Diversion Rebate Program  
GFL will provide credit on the December service invoice to a City engaged in programs that divert residential glass or yard waste from these collection streams. The credit will only be available if the program generates accurate actual weights or volumes of the diverted materials during the prior 12-month period from that City's residents.

Weight and volume reports shall be provided to GFL in a form meeting their approval and be certified as accurate by the City. The diversion volumes will be multiplied by the disposal rate GFL would have otherwise paid to dispose of those material weights or volumes to arrive at the annual credit to be applied to the December service invoice. As an example, leaves collected as part of a city administered curbside leaf collection program would be eligible for a credit at a rate of \$4.12 per cubic yard or \$156 per load. Another example, glass collected curbside by a contractor of the city would be eligible for the credit at a rate of \$28.50 per ton.

The credit will not be available to diversions through subscription services secured on an individual property basis (i.e. if a resident subscribed to a food compost service that is not under contract with the city) nor would storm debris disposal via city crews or a contractor be eligible for the credit.

- Service Delivery Systems Study  
GFL agrees to participate in a comprehensive review and assessment of AI systems with on-board GPS, video, routing, and service delivery monitoring systems in concert with Fairway, Roeland Park and Westwood officials. The intent is to determine capabilities of such systems, their cost as well as to identify safety improvements, operational efficiency improvements, service-dependability improvements and cost reductions such systems could afford GFL the affected communities. All parties will conduct the study in good faith with a goal of completion by the end of 2026.

Each of the Participants will issue a sub-agreement and request the dual-obligee bond continuations, under the MARCs master agreement.

By: \_\_\_\_\_  
David A. Warm  
Executive Director  
Mid-America Regional Council (MARC)

By: \_\_\_\_\_  
Tom Coffman  
Government Contracts Manager  
GFL Environmental Inc.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Copy: Contractor  
MARC File – KCRPC Program Coordinator  
Roeland Park, Kan.  
Westwood, Kan.  
Fairway, Kan.

Attachment: Pricing sheet

## Council Action Form

Meeting Date: April 10, 2025

Staff Contact: John Sullivan, Public Works Director

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Agenda Item: Consider an agreement for the Final design and Construction Engineering for a Complete Streets Project on W. 47<sup>th</sup> Place utilizing Woodside CID2 proceeds and CARS funding for construction and construction engineering.

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### Background / Description of Item

West 47<sup>th</sup> Place between Rainbow Blvd. and State Line Rd. underwent a PSP Study in 2021 specifically investigating a possible Complete Streets Project. Over the past couple years, Woodside owner Blair Tanner has expressed interest in the City making Complete Streets improvements – specifically pedestrian safety enhancements – within the right of way between his north and south Club facilities.

### Staff Comments/Recommendation

Improvements to 47<sup>th</sup> Place are needed and had been included in the City's 2030 Capital Improvement Plan. This section of roadway is a CARS route, making it eligible for County cost-share funding. The City does not currently have the resources to expedite this project, as desired by Mr. Tanner; however, in an attempt to be responsive to pedestrian safety concerns (mainly created because of the location of the Woodside Club facilities on both the north and south sides of the public roadway), City staff suggested to Mr. Tanner that the local funding match required by the CARS be covered by revenues accruing in the Woodside CID2 account.

The city has applied for CARS funding for a 2026 construction project, and we are expecting to receive between 40 and 50 percent match to the Woodside CID2 revenues. The agreement before you with our City Engineer, UHL Engineering, is for final design work and construction engineering. We will be implementing as many of the design initiatives as possible from the PSP study, including:

- streetlighting,
- a shared use path,
- a new 6-foot sidewalk,
- 3 marked crosswalks with RRFB's,
- new curb & gutter,
- 2-inch mill and overlay or full depth replacement of driving surface,
- relocation of stormwater inlets,
- realignment of some driveway approaches, and
- a walking trail and some landscaping.

The City's bond counsel and City Attorney have both reviewed the use of the CID2 proceeds in this way and see no issue with this approach.

**Budget Impact**

Currently there is over \$700,000 in CID2 proceeds which the city has been collecting since 2018. The City continues to receive monthly distributions from this Community Improvement District on the Club facility and has begun moving these funds to an investment account, as they are idle. There have been no eligible expenses submitted by Mr. Tanner to date to expend these funds on eligible improvements to the Club facilities. As the development agreement between Woodside and the City has expired and since Mr. Tanner has no immediate plans to make improvements to the Club facility that would constitute an eligible expense, the City is seeking to use the proceeds of this additional sales tax on public improvements benefiting the Club.

The City would seek to cover the cost of this final design and construction engineering from the CID Fund, using CID2 funds. Should the City not receive the coordinated communication needed from Mr. Tanner, City staff do not recommend using funds from any other City sources on this work at this time and would delay this work and project until such time as the City and Mr. Tanner can reach an agreement.

Such agreement and expenditure of funds would require a budget amendment in fiscal year 2025, as these expenses are not currently budgeted.

**Suggested Motion**

*I move to authorize the Mayor to execute the Final Design and Construction Engineering Agreement with UHL Engineering for the Final design and Construction Engineering of Complete Street improvements to W. 47<sup>th</sup> Place in the amount of \$184,145 from fiscal year budget 2025 subject to use of CID2 revenues to cover the full cost of the contract upon consent of the Woodside Club owner.*

**PROFESSIONAL SERVICES AGREEMENT**  
47th Place – Rainbow Boulevard to State Line Road  
City of Westwood, Kansas

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2025, in Johnson County, Kansas, by and between the City of Westwood, Kansas (“City”), and Uhl Engineering, Inc. (“Professional”)

**SECTION I – PROFESSIONAL’S DUTIES**

Professional shall provide services pursuant to these Exhibits:

**Exhibit A – Project Limits & Typical Roadway Section**

**Exhibit B – Design Narrative**

**Exhibit C – Fee Schedule**

**Exhibit D - Manhours by Phase and Task**

**SECTION II – COMPENSATION**

City shall pay Professional *One Hundred Eighty Four Thousand, One Hundred and Forty Five dollars (\$184,145)* on the basis and breakdown shown in **Exhibit C: Fee Schedule** attached hereto and incorporated herein by reference. City agrees to remit such payment to Professional within 30 days of invoice.

**SECTION III – TERM OF AGREEMENT**

This agreement shall have a duration until acceptance of the work performed or completion of the construction contract, whichever is longer.

**SECTION IV – SCOPE OF SERVICES**

*Refer to **Exhibit B** : Design Narrative*

**SECTION V – TERMINATION**

Either party may terminate this Agreement for its convenience upon seven (7) days written notice to the other party, provided, however, that Professional may not terminate the Agreement without completing any Project Segment delivered to it prior to said notice of termination. Upon termination, Professional shall return all documents and pending reports to City and City shall, within 30 days of receipt of a final invoice from Professional, pay Professional for sums for work incurred prior to the date of termination.

**SECTION VI – INSURANCE**

Professional shall maintain throughout the duration of this Agreement, insurance in, at a minimum, the amounts specified below, unless waived in writing by the City. The City will only accept coverage from an insurance carrier offering proof that the carrier is licensed to do business in Kansas; carries a Best’s Policyholder rating of A-X or better or otherwise approved by the City; and carries at least a class X financial rating. The Professional is required to carry insurance while performing the proposed work for the City. The Professional will furnish a Certificate of Insurance to the City as Part of their proposal. All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the City. With the exception of professional liability, the Professional shall name the City as an additional insured in the amount of \$500,000 for all claims determined to be subject to the Kansas Tort Claims Act. With the exception of professional liability, the Professional shall name the City as an additional insured for all other claims set forth below:

1. Professional Liability

Consulting Professional shall maintain insurance coverage for two (2) years beyond the term of this Agreement, Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000), each claim/aggregate, and shall provide City with certification thereof.

2. General Liability

- (a) General Aggregate.....\$2,000,000.00
- (b) Personal and Advertising Injury (Each Person).....\$1,000,000.00
- (c) Each Occurrence.....\$1,000,000.00

Policy MUST include the following conditions: (a) Broad Form Contractual/ Contractually Assumed Liability; and (b) Independent Contractors; (c) explosion, collapse and underground.

- (c) Each Occurrence.....\$1,000,000.00

3. Automobile Liability

Policy shall protect the Professional against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either (a) Any Auto; or (b) All Owned Autos, Hired Autos, and Non-Owned Autos.

- (a) All autos Combined Single Limits (CSL).....\$1,000,000.00
- (b) Uninsured motorists..... \$1,000,000.00
- (c) Excess Liability..... Their Limit

Umbrella policy may be used to meet coverage limits.

Policy shall protect the Professional against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles and must include protection for either of the above-specified amounts. Limits of liability protection are the same as the limits for the General Liability section.

4. Workers Compensation (includes "all states" insurance)

- (a) Workers Compensation..... Statutory
- (b) Professional shall also be protected against claims for disease, injury, or death of employees, which, for any reason, may not fall within the provisions of a Workers Compensation Law.

(c) Employer's Liability:

- Bodily Injury by Accident \$500,000 each accident
- Bodily Injury by Disease \$500,000 policy limit
- Bodily Injury by Disease \$500,000 each employee

Sub-consultant's Insurance. If any part of this Agreement is to be sublet, the

Professional shall either:

- (a) Cover all sub-Professionals under their insurance policies; or
- (b) Require each sub-Professional not so covered to secure insurance which will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, unless waived by the City.

#### 6. Notice of Claim Reduction of Policy Limits

The Professional, upon receipt of notice of any claim in connection with the Proposal, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Professional shall promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate more than \$100,000.00, whether such impairment came about as a result of this Contract.

In the event the City shall determine that the Professional's aggregate limits of protection shall have been impaired or reduced to such an extent that the City shall determine such limits inadequate for the balance of the project, the Professional shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

### **SECTION VII - INDEMNITY**

The Professional shall defend, indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees from and against damages, liability, losses, costs, expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of or resulting from the negligence, in whole or in part, of the Professional, its employees, agents, or sub-consultants, or others for whom the Professional is legally liable.

### **SECTION VIII – ASSIGNMENT**

The parties hereto agree that neither shall assign, sublet, delegate or transfer their interest or duties in this Agreement without the written consent of the other party and further agree that this Agreement binds the parties, and their heirs and successors.

Policy shall protect the Professional against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles and must include protection for either of the above-specified amounts. Limits of liability protection are the same as the limits for the General Liability section.

### **SECTION IX – PRIOR STATEMENTS NOT BINDING**

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior written or verbal statements of any representative of the parties hereto and such statements form no part of this Agreement. The parties acknowledge that this Agreement may not be amended or modified except in writing signed by both parties hereto.

### **SECTION X – INDEPENDENT PROFESSIONAL**

Professional is an independent Professional and as such is not an employee of City. Professional is responsible for any and all federal, state and local taxes.

**SECTION XI – EQUAL OPPORTUNITY**

Professional shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, disability, national origin or ancestry; in all solicitations Professional shall include the phrase, "equal opportunity employer"; if Professional fails to comply with the manner in which Professional reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Professional shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by City; if Professional is found guilty of a violation of the Kansas act against discrimination or any other act banning discrimination or retaliation, under a decision or order of the commission which has become final, Professional shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by City; and Professional shall include the provisions of this paragraph in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

**SECTION XII – LIEN WAIVERS**

The Professional will provide the City with a list of any subcontractors or others performing work on this project and the Professional Contractor will not use any other subcontractors or others on the project. The Professional Contractor will provide a lien waiver from any such subcontractor. Such waivers will hold the City free from any liens for work or materials and must be received by the City prior to final payment to the Professional Contractor.

**SECTION XIII – APPLICABLE LAW**

This Agreement shall be construed under the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date above written.

City of Westwood:

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

Attest:

By: \_\_\_\_\_  
Leslie Herring, City Manager

APPROVED AS TO FORM

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

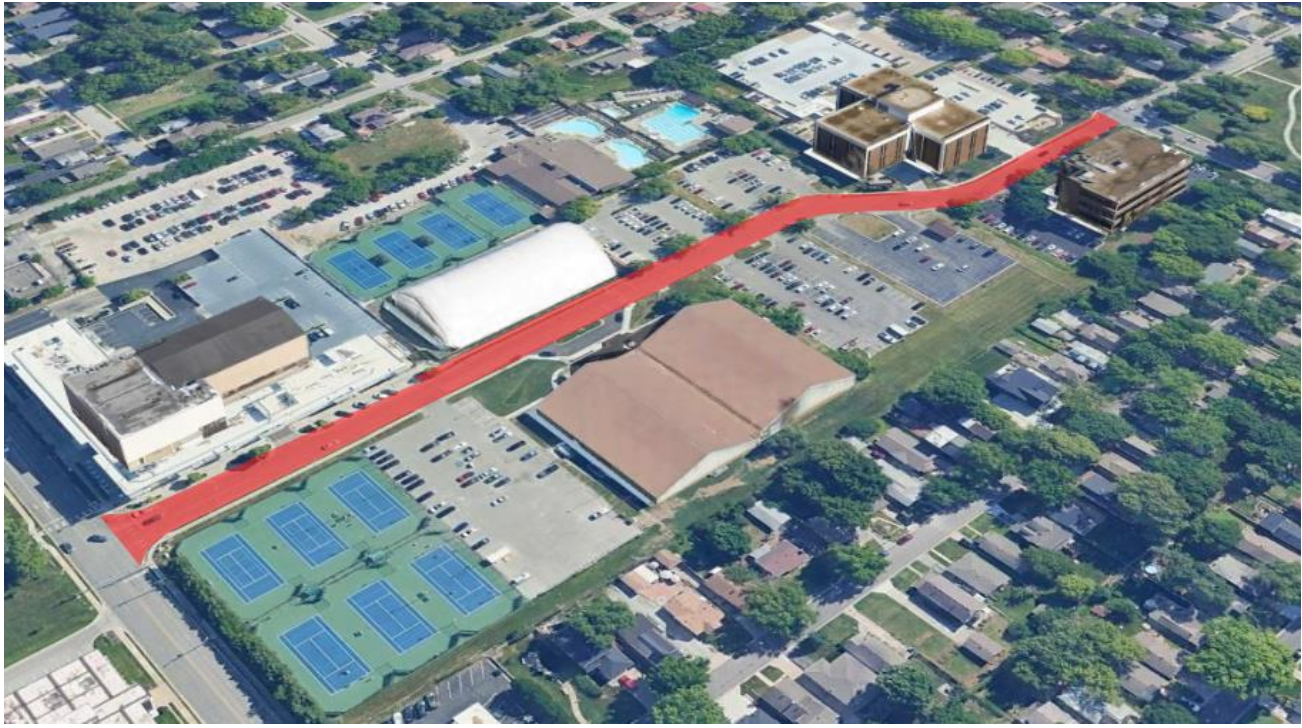
Professional:  
Uhl Engineering, Inc.

By: Terry S. Uhl  
Title: President  
Address: 7211 W. 98th Terrace, Ste. 110  
Overland Park, Kansas 66212

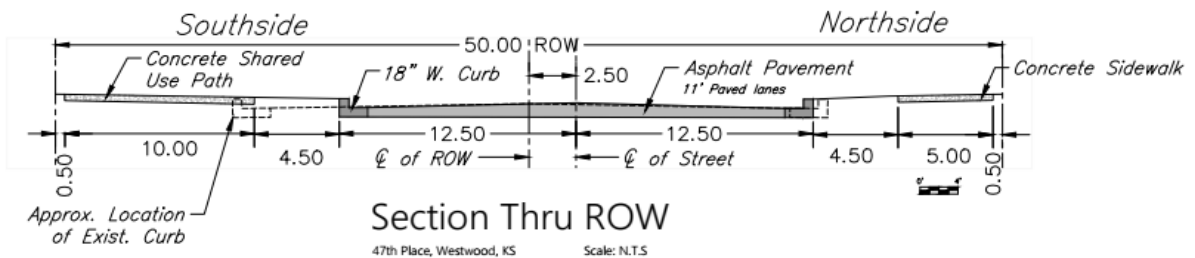
# Exhibit A – Project Limits & Typical Roadway Section

47th Place – Rainbow Boulevard to State Line Road  
City of Westwood, Kansas

Item B. Section X, Item



## 47th Place – Rainbow Boulevard to State Line Road



## Proposed Typical Section



**Exhibit B – Design Narrative**  
47th Place – Rainbow Boulevard to State Line Road  
City of Westwood, Kansas

**(a) Field Survey**

A field survey was performed for the preliminary design. At the east end of the double cell reinforced concrete box culvert (RCB) the pavement and soil shall be removed to expose the top of the RCBs and verify the alignment and depth of the existing connection of curb inlets to that system. A survey crew will be mobilized to field verify the coordinates of those details. Johnson County AIMS Mapping shall be used in conjunction with field surveys for the design of street and storm sewer rehabilitation. The contractor may elect to use the survey company that has prepared the design survey. The digital base files will be provided to the contractor for their use in staking out the project.

**(b) Road Design**

A portion of the existing asphalt pavement will be salvaged. The remainder will require full depth removal and replacement. Per the 'Proposed Typical Section' (under Exhibit A), the centerline of the roadway typical section will be offset by 2.5 feet from the centerline of the right of way. The typical detail will specify asphalt base and surface courses, respectively, to be placed on a compacted soil subgrade. A line item for soil stabilization was included in the preliminary estimate of construction. If it becomes apparent that the existing soils are not suitable for the placement of new asphalt, soil stabilization is required. Erosion Control Plans will be developed in conjunction with the road design. A Traffic Detour Plan shall be include in the plan set, but the Traffic Control Plans (within the project limits) will be developed by the Contractor, but coordinated closely with the City and the property Owners along the route. A Land Disturbance permit (Notice of Intent) SHALL BE required from the Kansas Department of Health and Environment (more than one acre disturbed).

**(c) Easements**

It is assumed that Temporary Construction Easements will be required on 4 properties along this street segment to allow for the removal and replacement of driveways as dictated by the road design. No permanent drainage easements are anticipated.

**(d) Storm Design**

Generally, the storm existing storm sewer pipe system and curb inlets along the north curb line will remain in place, with new curb inlets along the south curb line. Some storm sewer pipes may be shortened, others lengthen to match the existing and proposed storm sewer system. Design will be pursuant to the American Public Works Association (Kansas City Metro Chapter). Due to the complexity and uncertainty of the connection of existing and proposed drainage structures and the double cell reinforced concrete box culvert system that carries flows to Missouri at State Line Road, field adjustments are anticipated as described in (a) Field Survey above.

Neither stormwater detention or stormwater treatment are required.

**(e) Sanitary Sewer Relocate**

It is anticipated that no sanitary sewers will be in conflict with the proposed improvements; therefore, no sanitary sewer relocations are required.

**(f) Project Bidding**

The entire set of improvements will be bid as one package. A select group of contractor's will be invited to bid the project.

**(g) Construction Phase Services**

Per agreement with the Public Works Department, construction observation shall be limited to approximately 15 hours per week over the projected project duration of 80 working days. Full time resident inspection is not required or included in this scope of services. Time has been included for field inspections in the Construction Administration category. Materials testing during construction shall be performed by a sub consultant under this contract.

**Other**

- 1 No modifications to the flood plain, letters of map revision, conditional letters of map revision, or other analysis, modeling or study are required or included within the scope of work of this proposal.
- 2 No other public infrastructure improvements are anticipated. If the City determines that other improvements are required, Uhl Engineering shall amend this contract/scope to include the services to design said improvement.



## Exhibit C: Fee Schedule

47th Place – Rainbow Boulevard to State Line Road  
City of Westwood, Kansas

Item B. Section X, Item
-------------------------

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
	Field Survey	Structural	Road Design	Storm Design	Geo- technical	Bidding & Close-out	Construc- tion Phase Services	Totals
<b>Firm</b>								
Uhl Engineering, Inc.	\$ -	\$ -	\$ 58,927	\$ 20,092	\$ -	\$ 10,046	\$ 44,580	\$ 133,645
						(**)	(*)	
Anderson Surveying	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000
Field verify RCB alignment								
Structural	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Integral Wall and Special Boxes		(****)						
Alpha-Omega	\$ -	\$ -	\$ -	\$ -	\$ 6,500	\$ -	\$ 24,000	\$ 30,500
Geotechnical Engineering							(***)	
Lightworks	\$ -	\$ -	\$ 6,000	\$ -	\$ -	0	\$ -	\$ 6,000
Street Lights								
Priority Engineering	\$ -	\$ -	\$ 4,000	\$ -	\$ -	0	\$ -	\$ 4,000
Signing, striping and RRFB								
Subtotal Fees	\$ 4,000	\$ 5,000	\$ 68,927	\$ 20,092	\$ 6,500	\$ 10,046	\$ 68,580	\$ 183,145
							<b>Subtotal Fee</b>	<b>\$ 183,145</b>
							<b>Reimbursable Expenses</b>	<b>\$ 1,000</b>
							<b>Total</b>	<b>\$ 184,145</b>

**Notes:**

Estimated as follows on 16 weeks (80 working days @ 5 work days per week); if the contractor extends beyond 16 weeks, fee adjustments will be submitted.

- (\*) Reference item (4) Construction Observation under Exhibit D = \$ 44,580
- (\*\*) Reference item (3) Construction Bidding and Close-out under Exhibit D = \$ 10,046
- (\*\*\*) Material Testing: Estimated at \$1,500 per week for 16 weeks = \$ 24,000
- (\*\*\*\*) Structural design as required during construction to repair openings in RCB as revealed; design and detail for proposed openings to receive flow from proposed drainage structures. = \$ 5,000



**Exhibit D - Manhours by Phase & Task**  
 47th Place – Rainbow Boulevard to State Line Road  
 Westwood, Kansas

TASK NO.	DESCRIPTION	PRINCIPAL & PROJECT MANAGER	PROJECT ENGINEER
<b>1</b>	<b>Roadway Plans</b>		
a	Cover Sheet	1	6
b	General Layout	6	20
c	Demo Plan	2	10
d	Site Plans	18	70
e	Site Grading Plan	8	30
f	Driveway Enlarged Plans	4	20
g	Site Details	12	24
h	Quantities and General Notes	6	12
i	Traffic Signage	4	8
j	Temp Const Easement Locations & documents	8	6
k	Landscape	2	12
l	Erosion and Sediment Control	2	6
	SUB TOTAL HOURS	73	224
	HOURLY RATE	\$215.00	\$193.00
	SUB TOTAL THIS PHASE		<b>\$58,927.00</b>
<b>2</b>	<b>Storm Drainage</b>		
a	Storm Drainage Plans	8	24
b	Storm Drainage Details/Sections	2	12
c	Special Details at State Line Road to connect to existing double RCBs	24	24
d	KS DHE NOI submittal	2	4
	SUB TOTAL HOURS	36	64
	HOURLY RATE	\$215.00	\$193.00
	SUB TOTAL THIS PHASE		<b>\$20,092.00</b>
<b>3</b>	<b>Construction Bidding and Close-out</b>		
b	Attend Bid Opening	2	2
c	Evaluate Bids & Recommend	4	4
d	Respond to contractor/bidder questions	8	16
f	Two site visits -prelim and final punch list	4	10
	SUB TOTAL HOURS	18	32
	HOURLY RATE	\$215.00	\$193.00
	SUB TOTAL THIS PHASE		<b>\$10,046.00</b>
<b>4</b>	<b>Construction Observation</b>		
a	On-Site Observation	12	240
	SUB TOTAL HOURS	12	240
	HOURLY RATE	\$215.00	\$175.00
	SUB TOTAL THIS PHASE		<b>\$44,580.00</b>

