



CITY OF WESTWOOD, KANSAS

CITY COUNCIL MEETING

4700 RAINBOW BLVD. WESTWOOD, KS 66205

Thursday, December 12, 2024 at 7:00 PM

AGENDA

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

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

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.

A. Letter of Support for City Council

IV. PRESENTATIONS AND PROCLAMATIONS

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 November 14, 2024 City Council meeting minutes

B. Consider approval of November 20, 2024 City Council special meeting minutes

C. Consider approval of Appropriations Ordinance 769

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 Ordinance No. 1046 relating to regulations concerning Johnson County sanitary and aquatic health code
- [B.](#) Consider Resolution No. 136-2024 adopting a Governing Body Strategic Plan
- [C.](#) Consider Resolution No. 137-2024 adopting a Communications Strategic Plan
- [D.](#) Consider authorization of purchase of 2024 Dodge Durango & related equipment to replace 2017 police fleet vehicle
- [E.](#) Consider 2025 Addendum to Public Works Agreement with the City of Mission Woods
- [F.](#) Consider 2025 Addendum to Public Works Agreement with the City of Westwood Hills
- [G.](#) Consider Interlocal Agreement with Unified Government for CCLIP Funds for 47th & Rainbow Blvd. Intersection
- [H.](#) Consider Agreement with KDOT and the UG for CCLIP funding of improvements to the intersection of W. 47th Street and Rainbow Boulevard
- [I.](#) Consider Agreement with Johnson County, Fairway, and Roeland Park for 2025 CARS Project Mission Road from W. 53rd Street to W. 47th Street
- [J.](#) Consider approval of survey and preliminary engineering expenses related to Complete Streets improvements on W. 47th Place to be covered by Woodside CID2 proceeds
- [K.](#) Consider various agreements relating to redevelopment at and around 50th & Rainbow Blvd.

XI. ANNOUNCEMENTS/GOVERNING BODY COMMENTS

XII. EXECUTIVE SESSION

- A. Consultation with the City Attorney on matters relating to real property located at and around 4700 Rainbow Blvd. which would be deemed privileged in the attorney-client relationship

- B. Consultation with the City Attorney regarding petitions, litigation related thereto, and elections which would be deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2)
- C. Possible action by City Council in open session following executive session

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 Thursday, January 9, 2025, at 7:00 PM at Westwood City Hall. The City Calendar may be accessed at www.westwoodks.org. To receive further updates and communications, please see or sign up for the following:

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

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

Westwood City Council
4700 Rainbow Blvd
Westwood, KS 66205

Dear City Council Members,

We, the undersigned, as proud members of the Westwood and neighboring community, are looking forward to a future that includes an expanded park at the former Westwood View Elementary site. This project honors our values by balancing family-centered recreation, environmental integrity, and the historic location of Westwood View Elementary. We stand behind the council's decisions and their steadfast commitment to a development plan that brings new opportunities for gathering, play, and community for all Westwood residents.

Why We Support This Development

- **A Space That Reflects Our Community Values:** The new park will be designed with the needs of Westwood's families and children at its heart. Dedicated play areas, natural green spaces, and accessible, welcoming amenities will create a space where everyone—of all ages—can enjoy the outdoors safely and comfortably. Community feedback has shown a shared enthusiasm for updated play areas and natural elements that support a family-friendly atmosphere right here in Westwood.
- **Preserving Green Spaces & Enhancing Safety:** Our council's careful planning reflects Westwood's commitment to preserving mature trees and green spaces while prioritizing safety and accessibility. Parents and residents have voiced their appreciation for a project that thoughtfully incorporates safe pedestrian pathways and traffic improvements, making Westwood a place where everyone can enjoy their neighborhood on foot or bicycle. This initiative builds a stronger, more connected community.
- **Supporting Westwood's Economic and Community Growth:** By expanding our green spaces and investing in the future of our neighborhood, this development benefits the local economy, providing resources that will help keep Westwood strong. The tax revenue generated from this development will directly support Westwood's schools, parks, streets and essential services, securing a sustainable future for our community and a lasting legacy for future generations.

We recognize that any new development will raise important questions, and the council has taken community feedback into consideration every step of the way.

We urge the council to maintain its commitment to address traffic concerns by continued support of the Rainbow Boulevard Complete Streets and Traffic Management Plan while it is under review by partner stakeholders. We also encourage future study of other traffic calming measures on residential streets.

We further urge the School Board of Shawnee Mission School District to continue its participation and patience as the City of Westwood works through this process.

This letter represents a shared vision for Westwood's future that values progress and preservation, making a lasting difference for the children, families, and neighbors who call Westwood home.

Sincerely,

Westwood Residents and Neighbors in Support of Our Future

List of Co-signers

	Name		Name		Name		Name
1	Spencer Day	41	Sam Mellinger	81	Cheryl Vaiknoras	121	Jessica Leonard
2	Kris Boyle	42	Kathryn Mellinger	82	Evan Boyle	122	Brandon Joiner
3	Ian Boyle	43	Aaron Duff	83	Katherine Vollet	123	Julie Joiner
4	Kelly Boyle	44	Jennifer Wetzel	84	Sarah Brown	124	Lauren Ruder
5	Lynne Thomson	45	Lara Krug	85	Carmody Ward	125	John Borders
6	Katie Hirleman	46	Lucas Wetzel	86	John Elliott	126	Matthew Ruder
7	Blair Hannaman	47	Julie Kline	87	Abram Jenkins	127	William Klem
8	Stephani Baxter	48	Lisa Cummins	88	Erin Kimmons	128	Beth Benedict Borders
9	Kristin Fulghum	49	Steven M Velasquez	89	Stephanie Campbell	129	Chelsea Klem
10	Colt McArthur	50	Erika Mendence	90	Joselyn Verschelden	130	Leonard Popplewell
11	Joe Hirleman	51	Phil Torpey	91	Stuart Hanson	131	Kelli Breer
12	Caroline Hirleman	52	Saad Janjua	92	Steven Patterson	132	Anna Phares
13	Jeff Hirleman	53	Christopher Burns	93	Kristina Bridges	133	Andrew Weathers
14	Courtney Falk	54	Carly Elliott	94	Suzanne Wessel	134	Chris Ross
15	Lindsay Sproul	55	Jon Inwood	95	Bella Wessel	135	Sharon Rodriguez-Burns
16	Lance Armor	56	David Kelman	96	Aurora Wessel	136	Elizabeth Newkirk
17	Phil Wimer	57	ALICIA PETERSON	97	Leighton Fulghum	137	Taryn Malewitz
18	Laura Buckman	58	Jocelyn Gunter	98	Emily Day	138	Carolyn Duff
19	Nicolas Kline	59	Jeff Holman	99	Karl Phares	139	Brian Gregory
20	Jeff Jenkins	60	Scott Turner	100	Andrew Erpelding	140	Trent M. Anderson
21	Stephanie Becker	61	Christina Twardowski	101	Sally Morrow	141	Trevor Hansen
22	Andrew Becker	62	Clay Fulghum	102	John Major	142	Jessica Hansen
23	Katherine Flanigan	63	Matthew Twardowski	103	Kate Vaiknoras	143	Nicholas Buchanan
24	Jeanne Crane	64	Jamrs Schanbacher	104	Adrian Stryker	144	Chris Thompson
25	Jamie Johnson	65	Johnny Falk	105	Trent Dandel	145	Brian Seymour
26	Jessica Bippen	66	Ann Holliday	106	Shaun Flanigan	146	Jessica Robinson
27	Abigail Crady	67	Erin Turner	107	Milly Guevara	147	Haley Linville
28	Keri Kish	68	Brenda Choi	108	Bentley Vanhorn	148	Nicole Williams
29	Kumud Pyakuryal	69	Heather Torpey	109	Brooke Weathers	149	John Sullivan
30	Bryce Crady	70	Adam Boyd	110	Hayden McGrath	150	Thomas Dowling
31	Andrew Moddrell	71	Todd Wyss	111	Julie Hosley	151	Kevin Breer
32	Missy Moddrell	72	Barbara Lukert	112	Anne Vigliaturo	152	John Lothman
33	John Newkirk	73	Trish French	113	Jason White	153	Kathryn Mullen
34	Jenny Heltzer	74	Lauren Dowling	114	Angela Shipley	154	Liz Barton
35	Nancy Oglesby	75	Vanessa Legler	115	Parker Patton	155	Jessica Moore
36	Katie Seymour	76	James M Vaiknoras	116	Drue Kennedy	156	Elizabeth Dandel
37	Alison Troutwine	77	Andrew Waters	117	Brooke Tuley	157	Erica Hartley
38	Bill Mendence	78	Lyle Niedens	118	Margaret Sieger	158	Mark Lombard
39	Dante Medori	79	Mandy Waters	119	Mia Wimer	159	Conner Spangler
40	Brittany McClitis	80	Greyson Rubin	120	Kaley Ide	160	Clint Spangler

	Name		Name		Name		Name
161	William Thomson	203	Luqman Khan	245	Patricia Hawblitzel	287	Renee Zimmerman
162	Julia Velasquez	204	Scott Griffin	246	Darrica Patterson	288	Samantha Locke
163	Matthew Heltzer	205	Hassan Paria	247	Bobbie Flowers	289	Scott McCracken
164	Mark Neibling	206	sara curran	248	Christopher Rogers	290	David Stevens
165	Lindsey Neibling	207	Diane Gudatis	249	Luis Sanchez	291	James Piepenbring
166	Ramsey Mohsen	208	Stephanie Weaver	250	Jarrood Dover	292	Georgia Nesselrode
167	Zane Rider	209	Emmanuel Birch	251	Kurt Kiebler	293	Patrick Storm
168	Luz gomez	210	Jennifer Sheffield	252	Christine Ye	294	Aviva Shliselberg
169	Ashley Rochelle	211	Kim Obrien	253	Sharee Gomez	295	Cynthia Ross
170	Jeremy Mullen	212	Brenda Shelton	254	Sara Mehdi	296	Beatrice Sawyer
171	Phillip Linville	213	Michael Johnson	255	Carrie Beth Coleman	297	Eva Dyan
172	Jenni Shukert	214	Anthony Bell	256	Jason Akers	298	Melinda Kinnaird
173	Jenna Linder	215	Chris Wilkins	257	Kay Simonsen	299	George Bourlotos
174	Bret Freudenthal	216	Lilly McDonald	258	Ava Simonsen	300	Anthony Martinez
175	Renee Holman	217	Connie Logsdon	259	Jon Simonsen	301	Fred Zimmerman
176	Kouri Linder	218	Michael Brown	260	Maya Quijano	302	Raquel Narvios
177	Gayle Bergman	219	Steve Dziedzic	261	Emma Roth	303	Rachel DeSchepper
178	Patrick Flynn	220	Thomas Gieseke	262	Isabelle Seever	304	Adrienne Kordalski
179	Caitlin Flynn	221	Ann Roewe	263	Miles Carter	305	Sharon Kathrens
180	Liz Remley	222	LeeAnn Trevino	264	Derek Goodhart	306	Behnam Rostami
181	Jaclyn Legg	223	Lee Feinberg	265	Kazzi Allen		
182	Paul Hughes	224	Anjelic LaPoint	266	Gary Coleman		
183	Marie De Hoop	225	Chris Moran	267	Philip Roads		
184	Roxanne Filby	226	Forrest York	268	TONY ATCHITY		
185	Laura Goodhart	227	Bethany Benton	269	Michelle Atchity		
186	Chloe Crooker	228	Jennifer Parks	270	Derrick Hipp		
187	Conner Crooker	229	Lee Henry	271	Brayden Silcox		
188	Christopher Keyser	230	Arturo Flores Babick	272	Shari fox		
189	Alyson Crooker	231	Jessica Hamm	273	Jim Head		
190	Austin Weybrew	232	Terry Cop0oper	274	Matthew Maloney		
191	Rhian Pritchard	233	emily oconnor	275	Stacy Maloney		
192	Austin Casel	234	Julie Squire	276	monica yeager		
193	Laurie Dinsel	235	RUSS CLARK	277	Sabrina Pridemore		
194	Kyle Norton	236	Wendy Couceiro	278	Serenity Hayes		
195	Nicholas Turner	237	Max Barlow	279	Anna Cook		
196	Brook Griffin	238	Robert Tietze	280	Etzar Cisneros		
197	Jim Mendenhall	239	Melissa Quearry	281	Wendy Orlick		
198	Tracy Lamphier	240	Becca Craig	282	Raven Piper		
199	Carrie Lapin	241	Yarely martinez	283	Chris Ledin		
200	Alexis Donley	242	xander roberts	284	Rafael Perez Feliu		
201	Greta Griffin	243	Rebekah Peterson	285	Pamela McKee		
202	Kenneth Mann	244	Enrry Osorio Aldana	286	Whitney Horn		

**City of Westwood, Kansas
City Council Work Session
4700 Rainbow Boulevard
November 14, 2024 – 6:00 PM**

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

Council Absent: None

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

Call to Order

Mayor Waters called the meeting to order at 6:00 p.m. on November 14, 2024. The meeting was held in a hybrid manner with attendees being able to join in person and virtually via Zoom.

New Feature Park Presentation – Public Engagement and Design Scenarios

Receive presentation from Port Architecture and Urbanism, LLC of park design community engagement activities and resulting design approaches

In January 2024, City staff presented a report detailing the history, current status, and future of creating a feature park in Westwood. In June 2024, the City Council approved an agreement with PORT Urbanism, LLC for professional services for park planning and design. Since that time, the process has run [generally] as follows:

- 2024 Q1: Create park steering committee process, draft RFP for review by committee, determine and invite committee members
- 2024 Q2: Park steering committee and RFQ issuance for park planning professional services
- 2024 Q3 – Q4: Park planning and public engagement; park design development

Future steps in the park process are contingent on the City's ability to close on the sale of the City property and purchase of the Shawnee Mission School District property where the former Westwood View Elementary School sits. (Detailed background information is available here, on the City's website: <https://www.westwoodks.org/projects-and-plans/page/5000-rainbow>.) If and only if the property sale/purchase closes between the City, Karbank, and the Shawnee Mission School District, the following steps would then take place (the timeline would be modified depending on when the sale actually closes):

- 2025 Q1: Park design recommendation finalized and submitted to Planning Commission and City Council for acceptance
- 2025 Q2 – Q3: Engineering and site plan submitted for formal review and approval

- 2025 Q4 – 2026 Q1: Construction documents and building permits developed; construction contractor bidding
- 2026 Q2 - 2027 Q3: Construction (construction timeline depends on final design)
- Oktoberfest 2027: Ribbon cutting

The City has continued with park visioning and planning efforts in anticipation of a favorable ruling from the court.

Andrew Moddrell and Sean McKay, PORT Urbanism, LLC (PORT), provided an overview of the public input process conducted by PORT for planning of the new feature park, as well as three preliminary design concepts for the park. The preliminary design concepts can be viewed on www.westwoodspark.org. Site visitors can view the plans and provide feedback on the designs on the website.

Adjournment to Regular Meeting

The work session adjourned to prepare for the regular City Council meeting.

**City of Westwood, Kansas
City Council Meeting
November 14, 2024 – 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
Ryan Denk, City Attorney
Abby Schneweis, City Clerk
John Sullivan, Public Works Director

Call to Order

Mayor Waters called the meeting to order at 7:00 p.m. on November 14, 2024. 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 Agenda

Mayor Waters noted Agenda Item XII. C., an executive session regarding a matter of non-elected personnel relating to the annual performance review of the City Administrator, will be removed from the agenda for consideration. Motion by Councilmember Harris to approve the November 14, 2024 City Council meeting agenda with the aforementioned change. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

Public Comment

No comments were made by the public.

Presentations and Proclamations

2025 UCS Human Services Fund presentation

Christina Ashie Guidry, United Community Services of Johnson County (UCS), provided an overview of UCS's operations and offered to answer any questions.

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 October 10, 2024, City Council Meeting Minutes
- B. Consider Appropriations Ordinance 768

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

Mayor's Report

Mayor Waters provided an overview of events he attended and plans to attend as Mayor.

Councilmember Reports

Councilmember Harris thanked staff for accommodating the Johnson County Election Office workers during early and election day voting for the November 5, 2024 general election.

Councilmember Hannaman said the park design concepts created by PORT are posted on www.westwoodspark.org and encouraged the community to review the design concepts and provide feedback on the available web form.

Staff Reports

Administrative Report

Ms. Herring provided an overview of the November 2024 Administrative Report included in the agenda packet and offered to answer questions.

Public Works Report

Mr. Sullivan provided an overview of the October and November 2024 Public Works Reports included in the agenda packet and offered to answer questions.

Public Safety Report

Chief Mansell provided an overview of the October 2024 Public Safety Report included in the agenda packet and offered to answer questions.

Treasurer's Report

The October 2024 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

Consider Resolution No. 134-2024 Adopting a Master Fee Schedule

In January 2023 the City engaged in a recodification process for the City Code. As part of the recodification process, which is expected to conclude before the end of 2024, all fee amounts have been removed and language has been added to adopt such fees by Resolution.

Currently there is no comprehensive document listing various fees collected by the City. The change in the language in the City Code to adopt fees by a Resolution will allow the City to update fees on a more regular basis and keep up with the local market.

Staff have been researching fee schedules for neighboring cities to prepare the proposed fee schedule. If approved, the fee schedule would be effective starting January 1, 2025. Staff plans to review and update the fee schedule on a yearly basis during the budget adoption process.

Motion by Councilmember Hannaman to approve Resolution No. 134-2024 adopting a fee schedule for fiscal year 2025. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

New Business

Consider Resolution No. 135-2024 appointing Leslie Greathouse 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.

Following Robert Thompson's move outside of Westwood earlier this year, the Mayor issued an open call for candidates. Statements of interest from two (2) residents were received. Following review of those statements of interest, Mayor David Waters and Westwood Foundation President Justin Bridges conferred, and the Mayor is recommending the Governing Body consent to the appointment of Leslie Greathouse.

Leslie Greathouse is a 12-year resident of Westwood. She is an attorney, specializing in business law, and is able to bring that important expertise to the Foundation. She has served in a variety of board roles including most recently on the Kansas Bar Association's Ethics Advisory Committee and on her firm's charitable giving committee, where she supports the arts in Kansas City and regularly reviews local art grant requests. Her son was a previous recipient of the Westwood Foundation scholarship.

Motion by Councilmember Wimer to adopt Resolution No. 135-2024 confirming the appointment of Leslie Greathouse to the Westwood Foundation Board of Directors. Second by Councilmember Buckman. Motion carried by a 5-0 voice vote.

Consider Fence Variance Request – 4720 Rainbow Blvd.

On October 28, 2024, City staff received an application for a fence variance at 4720 Rainbow Blvd. Gaylyn Gorup, Director of Facilities for University of Kansas Health System, has applied for a building permit to replace an existing 6' wood privacy fence with an 8' wood privacy fence which is separating the medical office from the residence at 2400 W. 47th Ter. This application requires a variance for Westwood Zoning Ordinance 4.3.9.B.1. limiting fences to 6' in height. The City Council may approve fence variances pursuant to Westwood Zoning Ord. Section 4.3.9.F.

Pursuant to previous City Council direction on fence variances, City staff evaluated the following factors:

- a. Neighbor acknowledgement/consent – The fence lines only one property, that of the 2400 W. 47th Ter.; this resident has complained to KUHS that headlights are shining into his home
- b. ROW impediment – No;
- c. Established tree impact/removal – No; and
- d. Resulting sight lines issues - No.

Motion by Councilmember Hannaman to approve the requested fence variance at 4720 Rainbow Blvd. to allow an 8' high fence on the property as described in the application. Second by Councilmember Wimer. Ms. Schneweis conducted a roll call vote. Motion carried 5-0.

Consider approving Letter of Understanding with Johnson County for participation in the Utility Assistance Program for 2025

Johnson County, through its Department of Aging and Human Services, provides the Utility Assistance Program to county residents. This program provides financial assistance to avoid utility disconnection to income-qualifying residents. The assistance is available for past due utility bills or assistance with payment plans and the amount is a limited dollar amount annually per household and varies based on funding levels. The assistance is available for electric, water, gas, wastewater and propane utility bills and is not on-going.

Data provided by Johnson County's Department of Aging and Human Services indicates that Westwood residents have been participating in this program even though the City has not been contributing financially. In 2024 alone, four (4) Westwood households received assistance through the program, with a total of \$2,191 being distributed in the city. Assistance was provided for electricity, gas, wastewater, and water bills. From data older than 2024, in general this program serves two to four Westwood residents per year. By the City contributing matching funds to the program, the County is able to distribute more financial assistance within Westwood by using both County and City funds.

Given the City's survey findings this summer that suggest a majority of residents would welcome programs to help reduce the cost burden of owning and maintaining their home, and the City's FY2025 earmark of \$1,312.81 for the proposed Homelessness Services Center (HSC) (which proposal has since been abandoned), City staff recommend redirecting the amount set aside in the 2025 City budget for the HSC to the Utility Assistance Fund. Signing a Letter of Understanding for 2025 does not commit the City to participate in the program in future years, and the amount the City desires to contribute as a match for Westwood residents receiving assistance can vary from year to year, based on usage rates and City budget capacity.

Joann Heybrook and Megan Lahey, Johnson County Aging and Human Services, provided an overview of the Johnson County Utility Assistance Program and offered to answer any questions.

Motion by Councilmember Harris to authorize the City Administrator to execute the Letter of Understanding with Johnson County Aging & Human Services for administration of the Utility Assistance Program for the 2025 program year. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

Consider Renewal of IT Services Agreement with Johnson County Government

Since January 2016, the City of Westwood has contracted with Johnson County's Department of Technology and Innovation (DTI) for technology support services for the Police Department, alone. The Administration and Public Works Departments were added to the support services agreement in 2023, with implementation completed in 2024.

The 2025 contract amount is \$30,198.92. This is 9.5% above the 2024 contract amount of \$27,371.71, which was 7.5% above the 2023 contract amount of \$25,335.44. This amount has been budgeted in the FY 2025 General Fund. Pursuant to the City's Financial and Purchasing Policy, since this agreement commits more than \$25,000, staff is bringing it before the Governing Body for review and approval.

Motion by Councilmember Buckman to authorize the City Administrator to execute the Renewal of Information Technology Services Agreement between the Board of County Commissioners of Johnson

County, Kansas and the City of Westwood for the 2025 calendar year. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

Consider Allowing the Consumption of Alcoholic Beverages at City Hall for 2024 Staff Holiday Dinner

City staff members have been working to plan a holiday dinner at City Hall on Saturday, December 7th. The evening will include a catered meal in the Community Room at City Hall. Guests invited to this gathering will include staff, the Governing Body, and their guests. A request has been made by the planning team to allow staff members to bring their own alcoholic beverages to the gathering. Article 12-206(3) of the Westwood Municipal Code allows for alcoholic beverages on City grounds with the approval of the Governing Body. Staff recommend that the City Council grant a special exception to allow the provision and consumption of alcoholic beverages on City grounds on the dates identified above.

Motion by Councilmember Harris to approve the possession and consumption of alcoholic beverages on City-owned property at 4700 Rainbow Blvd. on Saturday, December 7th from 5:00 p.m. to 9:00 p.m. for a staff holiday party at City Hall. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

Announcements/Governing Body Comments

No announcements were made.

Executive Session

Consultation with the City Attorney on matters relating to real property located at and around 4700 Rainbow Blvd., which would be deemed privileged in the attorney-client relationship

Motion by Councilmember Hannaman to adjourn into Executive Session for 30 minutes for consultation with the City Attorney on matters relating to real property located at and around 4700 Rainbow Blvd. which would be deemed privileged in the attorney-client relationship under K.S.A. 75-4319(b)2 present will be the members of the Governing Body, the City Administrator, and the City Attorney. The regular meeting will resume at 8:20 p.m. Second by Councilmember Harris. Motion carried by a 4-0 voice vote.

At 8:20 p.m. the Governing Body returned to the dais. Mayor Waters said no action was taken during the Executive Session.

Motion by Councilmember Hannaman to adjourn into Executive Session for 30 minutes for consultation with the City Attorney on matters relating to real property located at and around 4700 Rainbow Blvd. which would be deemed privileged in the attorney-client relationship under K.S.A. 75-4319(b)2 present will be the members of the Governing Body, the City Administrator, and the City Attorney. The regular meeting will resume at 8:50 p.m. Second by Councilmember Steele. Motion carried by a 4-0 voice vote.

At 8:50 p.m. the Governing Body returned to the dais. Mayor Waters said no action was taken during the Executive Session.

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

Motion by Councilmember Hannaman to adjourn into Executive Session for 10 minutes for 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 under K.S.A. 75-4319(b)2 present will be the members of the Governing Body, the City Administrator, and the City Attorney. The regular meeting will resume at 9:01 p.m. Second by Councilmember Harris. Motion carried by a 4-0 voice vote.

At 9:01 p.m. the Governing Body returned to the dais. Mayor Waters said no action was taken during the Executive Session.

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 9:01 p.m.

APPROVED: _____
David E. Waters, Mayor

ATTEST: _____
Abby Schneweis, City Clerk

DRAFT

**City of Westwood, Kansas
Special City Council Meeting
November 20, 2024 – 5:00 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
Ryan Denk, City Attorney
Abby Schneweis, City Clerk
John Sullivan, Public Works Director

Call to Order

Mayor David E. Waters called the meeting to order at 5:00 p.m. on November 20, 2024. 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.

Executive Session

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

Motion by Councilmember Hannaman to adjourn into Executive Session for 1 hour for 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 under K.S.A. 75-4319(b)2 present will be the members of the Governing Body, the City Administrator, and the City Attorney. The regular meeting will resume at 6:03 p.m. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

At 6:03 p.m. Councilmembers Buckman, Hannaman, Harris, Steele and Mayor Waters returned to the dais. Mayor Waters said no action was taken during the Executive Session.

Motion by Councilmember Hannaman to adjourn into Executive Session for 15 minutes for 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 under K.S.A. 75-4319(b)2 present will be the members of the Governing Body, the City Administrator, and the City Attorney. The regular meeting will resume at 6:18 p.m. Second by Councilmember Harris. Motion carried by a 4-0 voice vote.

At 6:18 p.m. the Governing Body returned to the dais. Mayor Waters said no action was taken during the Executive Session.

Adjournment

Motion by Councilmember Hannaman to adjourn the meeting. Second by Councilmember Steele. Motion carried by a 5-0 voice vote. The meeting was adjourned at 6:18 p.m.

APPROVED: _____
David E. Waters, Mayor

ATTEST: _____
Abby Schneewis, City Clerk

DRAFT

**City of Westwood, Kansas
Appropriation Ordinance No. 769**

AN ORDINANCE APPROPRIATING CITY EXPENDITURES FOR THE PERIOD OF NOVEMBER 1, 2024 -NOVEMBER 30, 2024 AND SUMMARIZING SAID EXPENDITURE HEREIN.

	General Month Ending 11/30/2024	Capital Improvements Month Ending 11/30/2024	Equipment Reserve Month Ending 11/30/2024	Stormwater Month Ending 11/30/2024	Special Highway Month Ending 11/30/2024	Woodside TIF/CID Month Ending 11/30/2024	Debt Service Month Ending 11/30/2024	Total All Funds Month Ending 11/30/2024
Expenditures								
Salary & Benefits	146,711.39	0.00	0.00	0.00	0.00	0.00	0.00	146,711.39
Employee Expenses	1,314.55	0.00	0.00	0.00	0.00	0.00	0.00	1,314.55
Professional Fees	13,664.47	107,982.00	0.00	0.00	0.00	0.00	0.00	121,646.47
General Operating Expenses	9,753.25	0.00	0.00	0.00	0.00	0.00	0.00	9,753.25
Utilities	24,310.90	0.00	0.00	0.00	0.00	0.00	0.00	24,310.90
Equipment and Maintenance	45,923.59	5,260.00	0.00	0.00	0.00	0.00	0.00	51,183.59
Street and Stormwater	0.00	0.00	0.00	3,278.77	0.00	0.00	0.00	3,278.77
Park and Events	6,265.83	0.00	0.00	0.00	0.00	0.00	0.00	6,265.83
Miscellaneous	0.00	0.00	0.00	0.00	0.00	20,265.98	0.00	20,265.98
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	247,943.98	113,242.00	0.00	3,278.77	0.00	20,265.98	0.00	384,730.73

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 2024 are consistent with that budget and are hereby authorized, ratified and approved.

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

ADOPTED this 12th day of December, 2024.

MAYOR

ATTEST: CITY CLERK



City Administrator's Report

December 2024

To: Mayor and City Council
From: Leslie Herring, City Administrator
Date: December 12, 2024
RE: Update on some of the key areas of focus of the Administration Department

Current Priorities

4th Quarter (October) 2024 through 1st Quarter (March) 2025

- *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 15th.
 - ✓ 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 is engaging in negotiations with the two highest ranking of the four development teams to achieve a final recommendation to the Governing Body based on the Review Committee's guidance.
 - It is anticipated that a public presentation by the successful team will be held at the February regular City Council meeting.
- *Develop and Implement Interim Plan for Vacant Building Official/Codes Administrator Position*
 - ✓ As of August 29th, the City has been unexpectedly without a Building Official/Codes Administrator and the City Clerk and City Administrator have been covering the duties with outside assistance from the City of Roeland Park through an active mutual aid agreement.
 - ✓ As of September 26th, the City Administrator engaged GBA, though an existing on-call professional services agreement to take over plan review and inspections. This relationship is expected to continue through the end of the year and will be monitored and assessed to determine long-term feasibility of contracting for services.
 - ✓ An agreement with Roeland Park for Code Enforcement services was executed in October 2024. This relationship is expected to continue through the end of the year and will be monitored and assessed to determine long-term feasibility of contracting for services.
 - Westwood currently provides Building Official and Codes Enforcement services to the cities of Mission Woods and Westwood Hills through a formal agreement. These

relationships are being reconsidered in light of the possibility that Westwood does not currently have an in-house Building Official/Codes Administrator and is exploring indefinitely contracting-out this work.

- The budgeted and approved seasonal/part-time position in the Administration Department is being crafted with this personnel development in mind. It is expected this position will be developed in Q4 and posted and hired in Q1.
- Building Official services are finally now working smoothly with GBA and the City of Roeland Park. There has been interest from three (3) individuals to fill the vacant Building Official position. None of these individuals is certified nor has experience as a building inspector/official and would have to be trained on-the-job. Posting the position and conducting on-the-job training is a possible outcome to be pursued over the next month.

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 has concluded and CivicPlus has all they need to finalize the Municipal Code for consideration and adoption by the Governing Body.
 - CivicPlus should have the final product to the City by February for formal City action.
 - The Code should be active on the City's website within 2025 Q1.

Lingering Priorities

- *Close on Sale of 5000 Rainbow*
 - The Kansas Court of Appeals ruling was issued on November 15, 2024. The course of action from here is actively being determined by the Governing Body with guidance from City staff and the City Attorney.
- *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.

Building Permits

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

Residential

New Construction:

- 2900 W. 47th Ter. – Accessory Dwelling Unit

Additions: None

Alterations

- 2805 W. 49th St. – Basement remodel
- 2808 W. 50th Ter. – Kitchen remodel

Demolition:

- 4831 Booth St. – Demolish single family house (Waiver & Exception application set for January public hearing at Planning Commission)

Misc: None

Commercial







Alterations

- 4711 Rainbow Blvd. – Tenant finish for new retail (former LUNA space)

Westwood

SF Residential Property by Year Built

Legend

-  Cities outline
-  Current Permits or Pre-application
-  Residential Property
- Year Built**
-  0 - 2004
-  2005 - 2014
-  2015 - 2024

JOHNSON COUNTY
KANSAS
AIMS GIS & Mapping



MAP DATA DISCLAIMER: It is understood that, while the information on this map was derived from sources believed to be reliable, the provider makes no representation or warranty, including but not limited to, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY, AND THE USER ASSUMES ALL LIABILITY FOR ANY USE OF THIS INFORMATION. SERVICE FURNISHED HEREIN.



November 18, 2024

Item A. Section VIII, Item



WESTWOOD
COURT SUMMARY
NOVEMBER, 2024

COURT DATE	ARRAIGNMENTS	TRIALS	FINES	LETTERS	WARRANTS
November 01, 2024	41	00	\$6,355.00	13	10
November 15, 2024	44	07	\$2,745.00	21	13
TOTALS					
November, 2024	85	07	\$ 9,100.00	34	23
November, 2023	86	12	\$ 7,877.00	45	27
			TOTAL (9,100.00) less		
			* Kansas DL fees:	\$0.00	
			* Judges Training Fund:	\$ 20.00	
			* LET Training Fund:	\$ 405.00	
			* Comm Corrections:	\$ 0.00	
			* Seat Belt Safety Fund:	\$100.00	
			November, 2024 TOTAL:	\$ 8,575.00	

Y.T.D. TOTALS 2024		Y.T.D. TOTALS 2023	
ARRAIGNMENTS:	874	ARRAIGNMENTS:	810
TRIALS	120	TRIALS:	94
LETTERS:	304	LETTERS:	364
WARRANTS:	269	WARRANTS:	254
FINES:	\$99,671.00	FINES:	\$89,232.00
KS DL FEES:	\$447.00	KS DL FEES:	\$812.00
JUDGES FUND:	\$300.50	JUDGES FUND:	\$192.00
L.E.T.FUND:	\$6,630.00	L.E.T FUND:	\$4,310.00
COMM CORRECT FUND:	\$0.00	COMM CORRECT FUND:	\$250.00
SEATBELT SAFETY FUND:	\$1,180.00	SEATBELT SAFETY FUND:	\$500.00

Westwood Public Works Monthly Report

TO: GOVERNING BODY
FROM: JOHN SULLIVAN, DIRECTOR OF PUBLIC WORKS
RE: MONTHLY REPORT, NOVEMBER 2024
DATE: DECEMBER 10, 2024

Some of the activities for Public Works in November 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 Directors Meeting – In person – 2 hrs.
 - Turkey & Brush Creek 2D Modeling Meeting – Virtual - .5 hrs.
 - 5600 Meeting – In person – 2.5 hrs.
 - 2026 FWC Transportation Meeting – Virtual – 1.3 hrs.
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 patched potholes.
17. We irrigated various locations as needed by hand watering.
18. We mowed, trimmed and edged various city properties.
19. We swept the streets in Westwood.
20. We picked up barricades for 4 block party events.
21. We picked up barricades from the Westwood Hills Halloween event.

22. We continued our annual leaf pickup program.
23. We replaced streetlight ballasts on Rainbow.
24. We replaced the streetlight fixture on W. 47th Terrace.
25. We removed the snowplows from storage and serviced them.

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

Westwood Public Works

To: Governing Body
From: John Sullivan, Director of Public Works
Date: December 10, 2024
Re: Monthly Status Report

- CCLIP funding: The KDOT and Interlocal agreement will be considered at the December 12, 2024 Council Meeting.
- Storm Debris Removal: This project is complete. Further disposal information has been submitted to the EPA and we are awaiting a decision on the outcome of the disposal site.
- Public Works Replacement Vehicle: I still have the warning lights to install.
- Repairs to Signals, W. 47th Street and W. 47th Place and Rainbow: On May 19th the Video detection system associated with these intersections was struck by lightning destroying a camera, video detection controller, load switch and 4 pedestrian push buttons at W. 47th Place. We currently have working signals and video detection, but we do not have correctly working push buttons at the intersections. Currently all the ped signals are on continuous call until we receive the parts needed to place the buttons in operation. This may take up to 60 days to receive the parts to finish this project. We still have not received the parts.
- Street Light Pole Knockdown, 4700 Rainbow Blvd.: We received the pole and fixture late last week. We will be installing after leaf pickup is over.
- Rapid Flash Pedestrian Signal at W. 47th Street and Fisher: A tractor trailer loaded with asphalt paving equipment tried to make a right-hand turn from Fisher onto W. 47th Street and destroyed the entire signal and the pole base to the streetlight. I have received payment for the damage and the parts are ordered. A contractor is under contract to make the repairs once the parts arrive.
- Leaf Pickup Program: The program is working very well with the new vacuum. We are also sweeping streets, which is something we have not been able to do in years past. I think the city is looking better than it has in as long as I have been here. We are most likely going to continue pickup up leaves with out last past expected to begin December 26th.

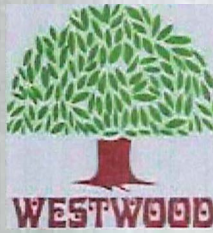
Westwood Police Department Westwood City Council Report

Item C. Section VIII, Item

11/1/2024



11/30/2024



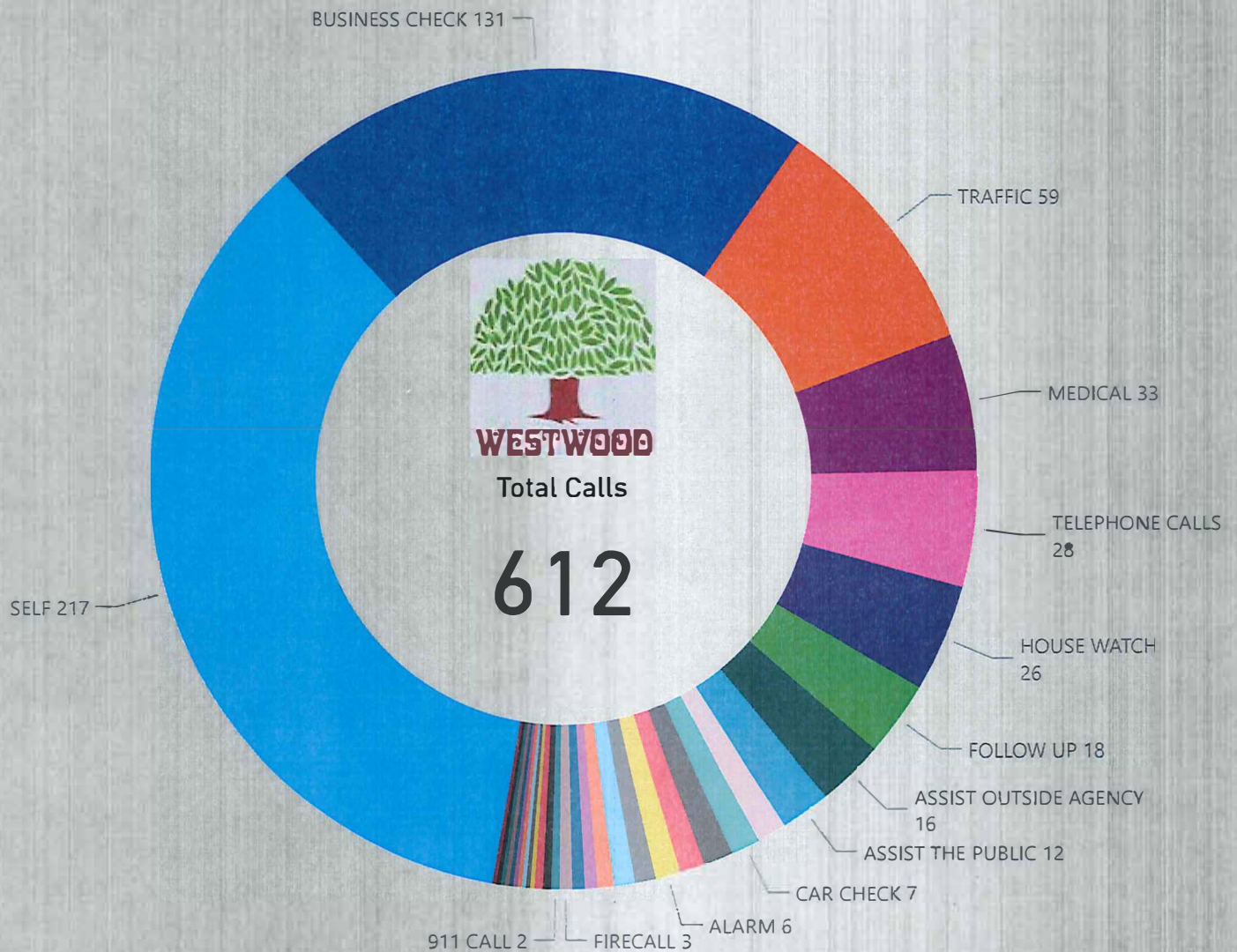
Westwood Police Department City Council Report

Item C. Section VIII, Item

11/1/2024



11/30/2024



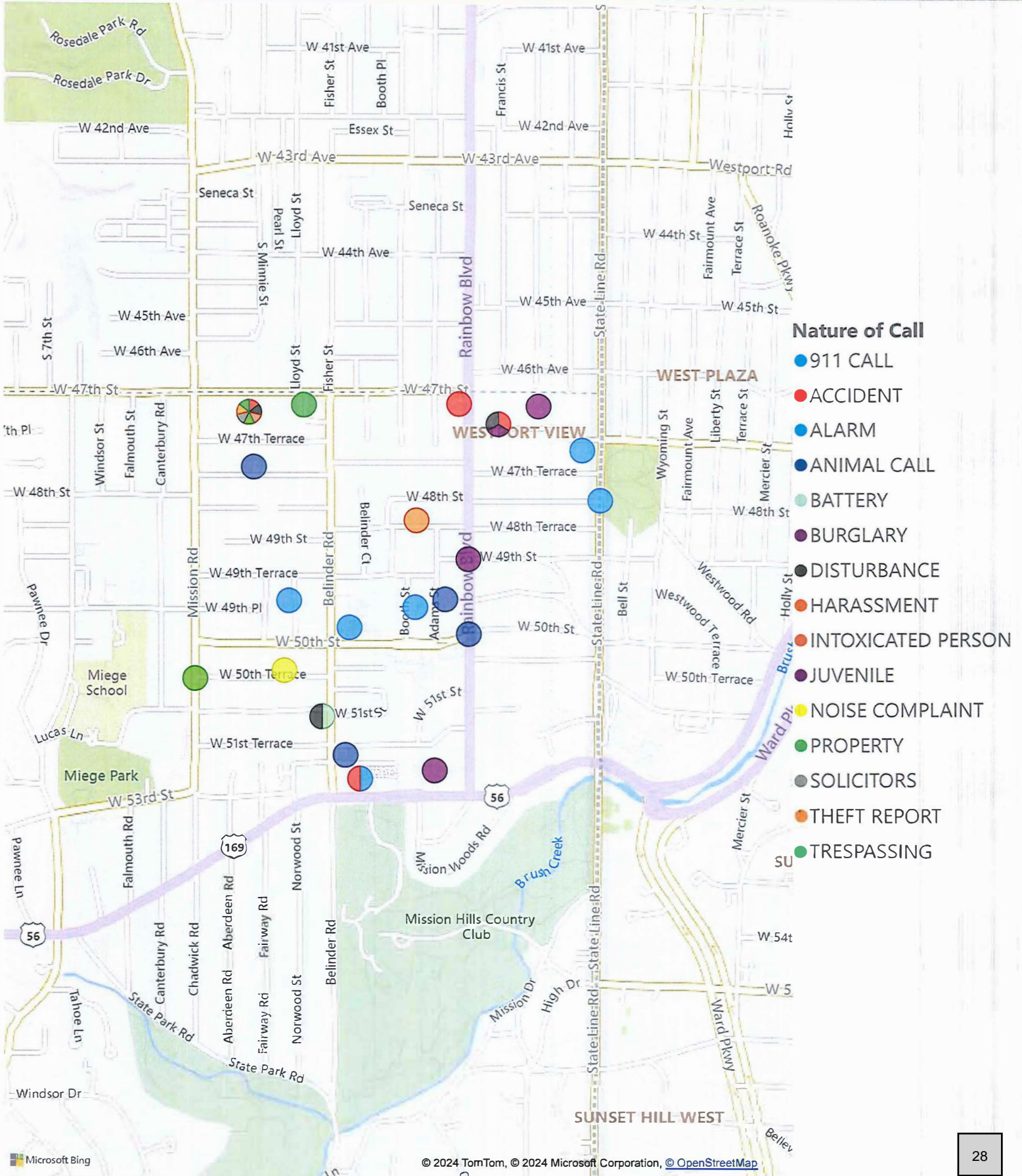
Westwood Police Department Westwood City Council Report

Item C. Section VIII, Item

11/1/2024



11/30/2024



Westwood Police Department Westwood City Council Report

Item C. Section VIII, Item

11/1/2024



11/30/2024



Case Number	Nature of Call	Summary
20240428	PROPERTY	Reporting officer took a criminal damage to property report. An individual struck another person's vehicle with a shopping cart causing damage.
20240431	WARRANT SERVICE	Served a warrant on a subject who was detained by Overland Park Police Department for a Westwood warrant. The suspect posted a reduced bond and was given a new court date.
20240432	TELEPHONE CALLS	Faxed Westwood warrant from a county arrest on a traffic stop.
20240433	TELEPHONE CALLS	Reporting officer faxed a Westwood warrant to be served at the Johnson County ADC.
20240436	TELEPHONE CALLS	Reporting officer served a Westwood warrant to an individual on a traffic stop with Prairie Village.
20240438	TRAFFIC	Reporting officer found marijuana in a vehicle with an expired MO tag.
20240439	ASSIST OUTSIDE AGENCY	Vehicle 1 was traveling south on Neosho LN, when it left the roadway and struck a tree.
20240441	BURGLARY	Officer responded to burglary to auto report. There is video of the incident and follow up is being conducted.
20240442	HARASSMENT	The RP has received repeated calls from the offender asking her to pay him money she says she does not owe him. He continues to call her after she has told him not to call her.
20240444	BURGLARY	Officer responded in reference to burglary to storage units. Officer arrived and found three storage units with the locks cut off and items all over the floor. Johnson County Crime Scene assisted in processing the scene. The investigation is ongoing.
20240445	WARRANT SERVICE	Reporting officer faxed a Westwood Warrant to the Johnson County Adult Detention Center for service.
20240446	ACCIDENT	Officer responded to a private property accident where a vehicle struck a Johnson County Sheriff's CSI van. Striking vehicle driver notified CSI officers about the incident and called Westwood PD to work the accident.
20240447	WARRANT SERVICE	Reporting officer responded to the station to confirm two Westwood warrants. They were confirmed and faxed to Olathe ADC central booking.
20240449	STATION REPORT	RP reports her license plate was stolen while she was parked in the back parking lot of Velvet Creme Popcorn Company
20240450	TRAFFIC	Reporting officer conducted traffic on a vehicle without headlights activated. The driver had a Johnson County warrant. Driver was arrested and transported to Olathe ADC.
20240451	TRAFFIC	A traffic stop for tail light out, showed the driver had no license and had an arrest warrant out of Lenexa, who came and took him into custody.
20240456	WARRANT SERVICE	Reporting officer confirmed a Westwood warrant. Olathe PD had subject on a traffic stop. Subject was transported by Olathe PD to central booking and the warrant was faxed.

Westwood Police Department Westwood City Council Report

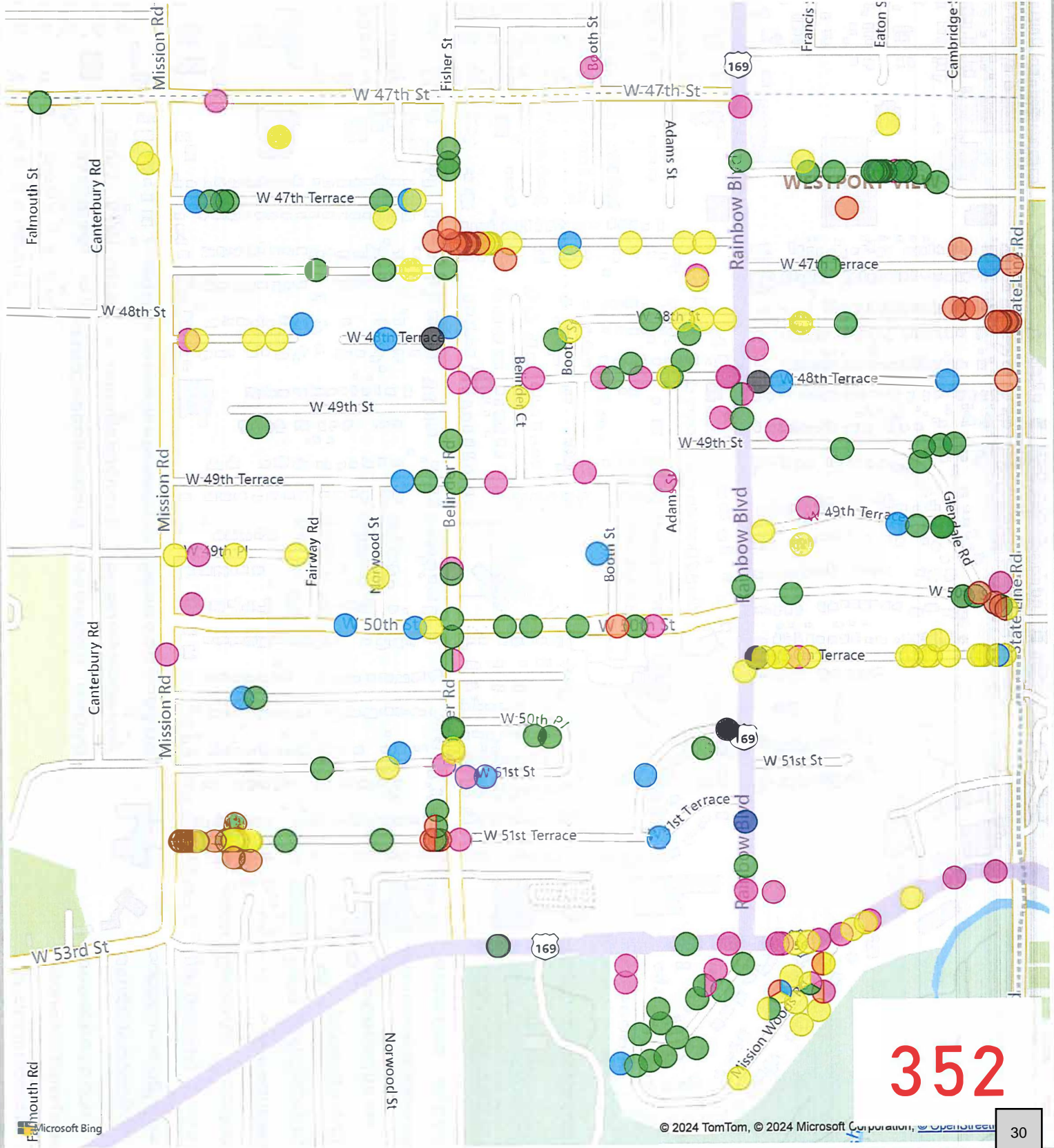
Item C. Section VIII, Item

11/1/2024

11/30/2024

Area Checks by Officer

● CHASE METCALF ● CHRISTOPHER BI... ● GIANFRANCO ... ● KURTIS STONE ● MARCUS BU... ● SHARON T... ● TIMOTHY FIL...



352

**City of Westwood
Treasurer's Report
11/30/24**

1. Balance Sheet by Fund – shows overall ending cash balances for the City by Fund.
 - a. Ending unencumbered cash through 11/30/24 was \$4,182,113. The 11/30/2023 balance was \$3,454,978. This is an increase in cash of \$727,135.
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 \$203,803. Total Revenue received through November 30, 2024, was \$3,464,709. The prior year revenue to date was \$3,030,803. Current year to date revenue is greater than the prior year revenue by \$443,906.
 - i. Taxes – Sales tax revenue received in November 2024 was \$96,920. Year to date tax revenue has increased over the prior year by \$42,522.
 - ii. Building permits revenue received in November were \$3,531. Building permit revenue is greater in 2024 by \$22,059 as noted in October.
 - iii. Municipal Court Fines collected by the City in November were \$7,041. The overall revenue collected in 2024 is greater by \$11,706.
 - iv. The City received interest income of \$4,971 in November. This is an increase of \$12,923 in 2024.
 - b. November expenditures totaled \$247,944. The year-to-date expenditures are \$3,334,455. This is an increase of \$811,640 over the prior year. The majority is due to transfers to other funds of \$689,637 completed prior to waiting until December.
 - i. General Overhead expenditures have an increase in current year expenditures by \$84,379 which is reflected in the professional fees up by \$14,510, Utilities increased by \$21,900 and the reimbursement of the sales tax on the TIF of \$50,346 which was expected.
 - ii. Public works has an increase in expenditures in November due to work on streets of \$25,332 and other repairs of \$22,200. Overall expenditures for equipment and maintenance is up \$58,262.
 - iii. Police department had an increase in expenditures of \$74,416 in 2024 to date – the majority of this increase is in salary and benefits along with the increase in the computer expenditures which were previously noted in prior months.
 - c. Net Receipts Over Expenditures in the General Fund are \$130,254 for the year.
4. Other Funds – Current Month and Year to Date
 - a. CIP – Sales tax collections were \$33,448 for November. Total professional fees in November were \$107,982 which is \$38,982 for the Mission Road project and \$69,000 for Phase 1 and Phase 2 of the Park Visioning and planning services.
 - b. Woodside TIF and CID fund received income of \$33,401. The payments made were \$20,266.

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 November 30, 2024, 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

December 6, 2024



City of Westwood, Kansas
Statement of Assets, Liabilities and Fund Balance by Fund - Regulatory Basis
 As of November 30, 2024

	General Fund	Capital Improvements Fund	Equipment Reserve Fund	Stormwater Fund	Special Highway Fund	Woodside TIF/CID Fund	Debt Service Fund	All Funds
	11/30/2024	11/30/2024	11/30/2024	11/30/2024	11/30/2024	11/30/2024	11/30/2024	11/30/2024
Assets								
Current Assets								
Cash In Bank	419,927.07	104,086.62	27,072.85	279,590.15	230,636.08	389,133.89	170,739.39	1,621,186.05
Cash In Bank - Bond Fund	36,582.96	0.00	0.00	0.00	0.00	0.00	0.00	36,582.96
Cash In Bank - Woodside Village Acct	9.62	0.00	0.00	0.00	0.00	0.00	0.00	9.62
Petty Cash	339.00	0.00	0.00	0.00	0.00	0.00	0.00	339.00
Cash Charles Schwab 2843	3,535.65	0.00	0.00	0.00	0.00	0.00	0.00	3,535.65
Cash Charles Schwab 3099	64.17	192.51	64.17	32.09	0.00	128.33	0.00	481.27
Investment Charles Schwab 2843	1,010,019.67	0.00	0.00	0.00	0.00	0.00	0.00	1,010,019.67
Investment Charles Schwab 3099	200,824.10	604,215.90	201,405.30	100,702.65	0.00	402,810.60	0.00	1,509,958.55
Total Current Assets	1,671,302.24	708,495.03	228,542.32	380,324.89	230,636.08	792,072.82	170,739.39	4,182,112.77
Total Assets	\$ 1,671,302.24	\$ 708,495.03	\$ 228,542.32	\$ 380,324.89	\$ 230,636.08	\$ 792,072.82	\$ 170,739.39	\$ 4,182,112.77
Liabilities and Fund Balance								
Current Liabilities								
Woodside Village Deposits	9.19	0.00	0.00	0.00	0.00	0.00	0.00	9.19
Refundable Bond Deposits	35,649.99	0.00	0.00	0.00	0.00	0.00	0.00	35,649.99
Total Current Liabilities	35,659.18	0.00	0.00	0.00	0.00	0.00	0.00	35,659.18
Total Liabilities	35,659.18	0.00	0.00	0.00	0.00	0.00	0.00	35,659.18
Fund Balance								
Fund Balance	1,505,389.06	306,229.94	346,488.84	189,217.42	169,092.79	602,665.66	144,556.17	3,263,639.88
Fund Balance - Current Year	130,254.00	402,265.09	(117,946.52)	191,107.47	61,543.29	189,407.16	26,183.22	882,813.71
Total Fund Balance	1,635,643.06	708,495.03	228,542.32	380,324.89	230,636.08	792,072.82	170,739.39	4,146,453.59
Total Liabilities and Fund Balance	\$ 1,671,302.24	\$ 708,495.03	\$ 228,542.32	\$ 380,324.89	\$ 230,636.08	\$ 792,072.82	\$ 170,739.39	\$ 4,182,112.77

See accountants' compilation report.



City of Westwood, Kansas

Statement of Cash Flow - Regulatory Basis

For the One Month Ended November 30, 2024

	General Fund Month Ending 11/30/2024	Capital Improvements Fund Month Ending 11/30/2024	Equipment Reserve Fund Month Ending 11/30/2024	Stormwater Fund Month Ending 11/30/2024	Special Highway Fund Month Ending 11/30/2024	Woodside TIF/CID Fund Month Ending 11/30/2024	Debt Service Fund Month Ending 11/30/2024	All Funds Month Ending 11/30/2024
Unencumbered Cash, Beginning Period	1,714,143.67	786,031.76	227,789.97	383,227.48	230,636.08	777,432.66	170,739.39	4,290,001.01
Receipts								
Taxes	96,920.10	33,448.24	0.00	0.00	0.00	0.00	0.00	130,368.34
Fees and Licenses	52,189.88	0.00	0.00	0.00	0.00	0.00	0.00	52,189.88
Building Permits	3,565.95	0.00	0.00	0.00	0.00	0.00	0.00	3,565.95
Intergovernmental	26,793.28	0.00	0.00	0.00	0.00	0.00	0.00	26,793.28
Restricted Use	0.00	0.00	0.00	0.00	0.00	33,401.45	0.00	33,401.45
Fines	7,041.00	0.00	0.00	0.00	0.00	0.00	0.00	7,041.00
Interest Earnings	4,970.78	2,257.03	752.35	376.18	0.00	1,504.69	0.00	9,861.03
Miscellaneous	12,321.56	0.00	0.00	0.00	0.00	0.00	0.00	12,321.56
Total Receipts	203,802.55	35,705.27	752.35	376.18	0.00	34,906.14	0.00	275,542.49
Expenditures								
Salary & Benefits	146,711.39	0.00	0.00	0.00	0.00	0.00	0.00	146,711.39
Employee Expenses	1,314.55	0.00	0.00	0.00	0.00	0.00	0.00	1,314.55
Professional Fees	13,664.47	107,982.00	0.00	0.00	0.00	0.00	0.00	121,646.47
General Operating Expenses	9,753.25	0.00	0.00	0.00	0.00	0.00	0.00	9,753.25
Utilities	24,310.90	0.00	0.00	0.00	0.00	0.00	0.00	24,310.90
Equipment and Maintenance	45,923.59	5,260.00	0.00	0.00	0.00	0.00	0.00	51,183.59
Street and Stormwater	0.00	0.00	0.00	3,278.77	0.00	0.00	0.00	3,278.77
Park and Events	6,265.83	0.00	0.00	0.00	0.00	0.00	0.00	6,265.83
Miscellaneous	0.00	0.00	0.00	0.00	0.00	20,265.98	0.00	20,265.98
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	247,943.98	113,242.00	0.00	3,278.77	0.00	20,265.98	0.00	384,730.73
Adjustments								
Increase / (Decrease) in Refundable Bond Deposits	1,300.00	0.00	0.00	0.00	0.00	0.00	0.00	1,300.00
Total Adjustments	1,300.00	0.00	0.00	0.00	0.00	0.00	0.00	1,300.00
Ending Cash	\$ 1,671,302.24	\$ 708,495.03	\$ 228,542.32	\$ 380,324.89	\$ 230,636.08	\$ 792,072.82	\$ 170,739.39	\$ 4,182,112.77

CITY OF WESTWOOD, KANSAS

Supplementary Information



City of Westwood, Kansas
Statement of Receipts and Expenditures - Regulatory Basis
 General Fund
 For The Eleven Months Ended November 30, 2024 and 2023

	Month Ending	Year To Date	Year To Date	Year Ending	
	11/30/2024	11/30/2024	11/30/2023	12/31/2024	12/31/2024
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
Receipts					
Taxes	\$ 96,920.10	\$ 2,107,168.44	\$ 2,041,377.99	\$ 2,110,854.00	\$ (3,685.56)
Fees and Licenses	52,189.88	420,678.93	435,089.10	472,200.00	(51,521.07)
Building Permits	3,565.95	89,071.81	67,013.19	160,000.00	(70,928.19)
Intergovernmental	26,793.28	295,856.82	282,386.76	325,100.00	(29,243.18)
Restricted Use	0.00	345,242.10	0.00	0.00	345,242.10
Fines	7,041.00	99,735.00	88,029.33	80,000.00	19,735.00
Reimbursements	0.00	5,945.88	498.67	0.00	5,945.88
Interest Earnings	4,970.78	52,647.84	39,725.06	50,000.00	2,647.84
Miscellaneous	12,321.56	46,424.27	76,682.94	5,250.00	41,174.27
Interfund Transfers	0.00	1,938.05	0.00	0.00	1,938.05
Total Receipts	203,802.55	3,464,709.14	3,030,803.04	3,203,404.00	261,305.14
Expenditures					
General Overhead					
Salary & Benefits	2,524.20	31,859.05	39,140.98	45,940.68	(14,081.63)
Employee Expenses	313.72	5,015.03	3,620.56	9,000.00	(3,984.97)
Professional Fees	6,453.65	241,875.93	227,366.41	260,250.00	(18,374.07)
General Operating Expenses	2,755.04	54,469.72	32,181.32	30,000.00	24,469.72
Utilities	20,272.52	230,858.65	208,955.23	287,295.60	(56,436.95)
Equipment and Maintenance	(1,986.61)	167.09	286.84	0.00	167.09
Park and Events	5,200.00	12,637.62	12,864.20	14,750.00	(2,112.38)
Miscellaneous	0.00	50,346.24	0.00	30,000.00	20,346.24
Intergovernmental	0.00	0.00	18,434.00	20,000.00	(20,000.00)
Interfund Transfers	0.00	414,637.10	0.00	268,830.00	145,807.10
Total General Overhead	35,532.52	1,041,866.43	542,849.54	966,066.28	75,800.15
Administrative					
Salary & Benefits	31,827.78	408,033.30	487,010.71	480,100.00	(72,066.70)
Employee Expenses	230.63	13,814.08	6,903.24	14,500.00	(685.92)
Professional Fees	5,847.00	42,652.85	37,901.70	48,000.00	(5,347.15)
General Operating Expenses	0.00	1,367.95	2,971.29	2,500.00	(1,132.05)
Interfund Transfers	0.00	5,000.00	0.00	5,000.00	0.00
Total Administrative	37,905.41	470,868.18	534,786.94	550,100.00	(79,231.82)
Public Works					
Salary & Benefits	37,139.06	394,137.75	359,519.65	432,000.00	(37,862.25)
Employee Expenses	30.60	6,782.45	4,181.92	7,900.00	(1,117.55)
Professional Fees	0.00	1,180.00	30,480.00	17,000.00	(15,820.00)
General Operating Expenses	4,027.91	20,550.24	18,606.10	27,550.00	(6,999.76)
Utilities	1,591.49	9,468.49	14,385.04	19,580.00	(10,111.51)
Equipment and Maintenance	47,599.32	85,305.42	27,043.03	60,500.00	24,805.42
Interfund Transfers	0.00	200,000.00	0.00	200,000.00	0.00
Total Public Works	90,388.38	717,424.35	454,215.74	764,530.00	(47,105.65)
Police					
Salary & Benefits	75,220.35	886,808.34	840,414.99	999,500.00	(112,691.66)

See accountants' compilation report.



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

For The Eleven Months Ended November 30, 2024 and 2023

	Month Ending 11/30/2024	Year To Date 11/30/2024	Year To Date 11/30/2023	Year Ending 12/31/2024	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
Employee Expenses	739.60	12,372.13	20,258.09	27,000.00	(14,627.87)
Professional Fees	1,363.82	13,419.40	12,102.80	34,000.00	(20,580.60)
General Operating Expenses	2,833.07	51,847.86	40,022.88	67,100.00	(15,252.14)
Utilities	510.94	2,834.40	2,502.40	4,500.00	(1,665.60)
Equipment and Maintenance	310.88	12,412.67	8,939.03	10,500.00	1,912.67
Park and Events	0.00	1,229.46	1,100.00	1,200.00	29.46
Interfund Transfers	0.00	70,000.00	0.00	70,000.00	0.00
Total Police	80,978.66	1,050,924.26	925,340.19	1,213,800.00	(162,875.74)
Parks & Rec					
General Operating Expenses	137.23	1,278.69	2,220.00	3,000.00	(1,721.31)
Utilities	1,935.95	22,350.52	23,501.18	30,000.00	(7,649.48)
Equipment and Maintenance	0.00	2,797.47	14,071.18	10,000.00	(7,202.53)
Park and Events	1,065.83	26,945.24	15,367.13	28,250.00	(1,304.76)
Total Parks & Rec	3,139.01	53,371.92	55,159.49	71,250.00	(17,878.08)
Non-Departmental					
Salary & Benefits	0.00	0.00	(9,233.04)	0.00	0.00
Equipment and Maintenance	0.00	0.00	(1,475.00)	0.00	0.00
Street and Stormwater	0.00	0.00	(4,868.00)	0.00	0.00
Miscellaneous	0.00	0.00	26,038.73	0.00	0.00
Total Non-Departmental	0.00	0.00	10,462.69	0.00	0.00
Total Expenditures	247,943.98	3,334,455.14	2,522,814.59	3,565,746.28	(231,291.14)
Receipts Over (Under) Expenditures	\$ (44,141.43)	\$ 130,254.00	\$ 507,988.45	\$ (362,342.28)	\$ 492,596.28

See accountants' compilation report.



City of Westwood, Kansas
Statement of Receipts and Expenditures - Regulatory Basis
 Other Funds
 For The One Month Ended November 30, 2024

Other Funds

	Capital Improvements Fund Month To Date 11/30/2024 Actual	Equipment Reserve Fund Month To Date 11/30/2024 Actual	Stormwater Fund Month To Date 11/30/2024 Actual	Special Highway Fund Month To Date 11/30/2024 Actual	Woodside TIF/CID Fund Month To Date 11/30/2024 Actual	Debt Service Fund Month To Date 11/30/2024 Actual
Receipts						
Taxes						
City Sales & Use Tax - Special	\$ 33,448.24	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Taxes	33,448.24	0.00	0.00	0.00	0.00	0.00
Restricted Use						
WV CID-1	0.00	0.00	0.00	0.00	21,415.17	0.00
WV CID-2	0.00	0.00	0.00	0.00	11,986.28	0.00
Interest Earnings	2,257.03	752.35	376.18	0.00	1,504.69	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	35,705.27	752.35	376.18	0.00	34,906.14	0.00
Expenditures						
Professional Fees	107,982.00	0.00	0.00	0.00	0.00	0.00
Equipment and Maintenance						
Stone Wall Repairs	5,260.00	0.00	0.00	0.00	0.00	0.00
Street and Stormwater						
Stormwater Expense	0.00	0.00	3,278.77	0.00	0.00	0.00
Miscellaneous						
UMB CID Payment	0.00	0.00	0.00	0.00	20,265.98	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	113,242.00	0.00	3,278.77	0.00	20,265.98	0.00
Receipts Over (Under) Expenditures	\$ (77,536.73)	\$ 752.35	\$ (2,902.59)	\$ 0.00	\$ 14,640.16	\$ 0.00

See accountants' compilation report.



City of Westwood, Kansas
Statement of Receipts and Expenditures - Regulatory Basis
 Other Funds
 For The Eleven Months Ended November 30, 2024

Other Funds

	Capital Improvements Fund Year To Date 11/30/2024 Actual	Equipment Reserve Fund Year To Date 11/30/2024 Actual	Stormwater Fund Year To Date 11/30/2024 Actual	Special Highway Fund Year To Date 11/30/2024 Actual	Woodside TIF/CID Fund Year To Date 11/30/2024 Actual	Debt Service Fund Year To Date 11/30/2024 Actual
Receipts						
Taxes						
Ad Valorem Tax	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 19,181.65
City Sales & Use Tax - Special	343,500.58	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Tax	0.00	0.00	0.00	0.00	0.00	1,478.09
Restricted Use						
Stormwater Utility Fee	0.00	0.00	244,006.18	0.00	0.00	0.00
State Hwy Maintenance	0.00	0.00	0.00	14,830.20	0.00	0.00
Special Highway Fund Revenue	0.00	0.00	0.00	46,974.47	0.00	0.00
WV Ad Valorem Tax	0.00	0.00	0.00	0.00	488,381.00	0.00
WV CID-1	0.00	0.00	0.00	0.00	249,902.28	0.00
WV CID-2	0.00	0.00	0.00	0.00	114,206.38	0.00
Reimbursements	9,786.00	0.00	0.00	0.00	0.00	0.00
Interest Earnings	5,302.89	1,767.63	883.82	0.00	3,535.26	0.00
Interfund Transfers	345,242.10	325,000.00	0.00	0.00	0.00	237,911.00
Total Receipts	703,831.57	326,767.63	244,890.00	61,804.67	856,024.92	258,570.74
Expenditures						
Professional Fees	109,032.00	0.00	0.00	0.00	0.00	0.00
Equipment and Maintenance						
Repairs & Maint Leaf Truck	0.00	0.00	213.15	0.00	0.00	0.00
Repairs & Maint Streets	0.00	0.00	0.00	261.38	0.00	0.00
Stone Wall Repairs	16,640.00	0.00	0.00	0.00	0.00	0.00
Machinery & Equipment Purchase	0.00	444,415.99	0.00	0.00	0.00	0.00
Street and Stormwater						
Capital Improvement Expense	0.00	0.00	0.00	0.00	0.00	19,800.00
Stormwater Expense	0.00	0.00	9,904.30	0.00	0.00	0.00
Miscellaneous						
UMB TIF Payment	0.00	0.00	0.00	0.00	454,134.33	0.00
UMB CID Payment	0.00	0.00	0.00	0.00	211,887.10	0.00
Interest on GO Bond	0.00	0.00	0.00	0.00	0.00	72,587.52
Principal on GO Bond	0.00	0.00	0.00	0.00	0.00	140,000.00
Interfund Transfers	175,894.48	298.16	43,665.08	0.00	596.33	0.00
Total Expenditures	301,566.48	444,714.15	53,782.53	261.38	666,617.76	232,387.52
Receipts Over (Under) Expenditures	\$ 402,265.09	\$ (117,946.52)	\$ 191,107.47	\$ 61,543.29	\$ 189,407.16	\$ 26,183.22

See accountants' compilation report.



City of Westwood, Kansas
Summary of Expenditures - Actual and Budget
Regulatory Basis
For The Eleven Months Ended November 30, 2024

	<u>Certified Budget</u>	<u>Expenditures Chargeable to Current Year</u>	<u>Difference Over/(Under)</u>
Expenditures			
General Fund	\$ 3,565,746.28	\$ 3,334,455.14	\$ (231,291.14)
Capital Improvements Fund	\$ 361,976.00	\$ 301,566.48	\$ (60,409.52)
Equipment Reserve Fund	\$ 741,414.00	\$ 444,714.15	\$ (296,699.85)
Stormwater Fund	\$ 194,516.00	\$ 53,782.53	\$ (140,733.47)
Special Highway Fund	\$ 10,000.00	\$ 261.38	\$ (9,738.62)
Woodside TIF/CID Fund	\$ 623,562.00	\$ 666,617.76	\$ 43,055.76
Debt Service Fund	\$ 231,837.50	\$ 232,387.52	\$ 550.02
Total Expenditures	\$ 5,729,051.78	\$ 5,033,784.96	\$ (695,266.82)

See accountants' compilation report.

COUNCIL ACTION FORM

Meeting Date: December 12, 2024

Staff Contact: Leslie Herring

Agenda Item: Consider Ordinance No. 1046 relating to regulations concerning Johnson County sanitary and aquatic health code

Background/Description of Item

In 2004, the City adopted the Johnson County Environmental Code. The City does not regulate, inspect or issue permits for sanitary sewer systems, including on-site sanitary sewer systems (septic tanks), nor does the City regulate or inspect public or semi-public swimming pools. The adoption of the Johnson County Environmental Code gave Johnson County Health and Environment the authority to regulate, inspect, and issue permits for these activities in the City of Westwood.

Johnson County has adopted new Environmental Codes effective January 1, 2025, and in order for the County to continue regulating sanitary sewer systems and public and semi-public swimming pools in the City of Westwood, the City needs to adopt these new codes.

Staff Comments/Recommendation

The most significant change between the 2004 Environmental Code and the 2025 Code is the splitting of the sanitary sewer and pools into separate codes: Johnson County Sanitary Code and Johnson County Aquatic Health Code, respectively. The Aquatic Health Code is based on the “2023 Model Aquatic Health Code, 4th Edition” and regulates public and semi-public pools, not private or residential swimming pools. The Sanitary Code regulates sanitary sewer systems, including on-site sanitary sewer systems (septic tanks). While the City does not permit the installation of septic tanks for new development, the replacement of existing tanks is allowed, provided that the replacement meets Johnson County requirements.

There are no known septic tanks still existing in Westwood. The pools at Woodside are considered semi-public pools for purposes of these regulations; there are no other pools in Westwood subject to this Code.

Budget Impact

None.

Suggested Motion

I move to approve Ordinance No. 1046 relating to regulations concerning Johnson County sanitary and aquatic health code

ORDINANCE NO. 1046

AN ORDINANCE AMENDING CHAPTER 8 – HEALTH AND WELFARE REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF WESTWOOD, KANSAS CONCERNING JOHNSON COUNTY AQUATIC HEALTH CODE AND JOHNSON COUNTY SANITARY CODE.

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

SECTION 1. Chapter 8 – Health and Welfare Regulations of the Code of Ordinances, City of Westwood, Kansas, is hereby amended by adding the following:

ARTICLE 16. ENVIRONMENTAL SANITARY AND AQUATIC HEALTH CODES

Sec. 8-1601. Johnson County Sanitary Code.

The Johnson County Sanitary Code, as published by Johnson County Health and Environment and amended over time, is hereby adopted and incorporated by reference. At least one copy of said Johnson County Sanitary Code marked or stamped "official copy as incorporated by Ordinance No. _____," with an attached a copy of the incorporating ordinance shall filed with the city clerk to be open to inspection and available to the public during reasonable business hours.

Note: The City of Westwood requires new development to connect to a public wastewater system. New development cannot connect to an onsite wastewater treatment and disposal systems.

Sec. 8-1602. Johnson County Aquatic Health Code

The Johnson County Aquatic Health Code, as published by Johnson County Health and Environment and amended over time, is hereby adopted and incorporated by reference. At least one copy of said Johnson County Aquatic Health Code marked or stamped "official copy as incorporated by Ordinance No. _____," with an attached a copy of the incorporating ordinance shall filed with the city clerk to be open to inspection and available to the public during reasonable business hours.

SECTION 2. If any part or parts of this Ordinance shall be held to be invalid, such invalidity shall not affect the validity of the remaining parts of this Ordinance. The Governing Body hereby declares that it would have passed the remaining parts of this Ordinance if it would have known that such part or parts thereof would be declared invalid.

SECTION 3. Neither the adoption of this Ordinance, nor the future repeal or amendment of any section or part or portion thereof be construed as a waiver of any license, fee or penalty at said effective date and unpaid under either Ordinance, nor be construed as affecting any of the provisions of these Ordinances relating to the collection of any such license, fee or penalty, or the penal provisions applicable to any violation thereof, and all rights and obligations thereunder shall continue in full force and effect.

SECTION 4. Those sections of Chapter 8 – Health and Welfare Regulations, of the Code of Ordinances, City of Westwood, Kansas not heretofore repealed and shall remain in full force and effect.

SECTION 5. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the official City newspaper, but not prior to January 1, 2025, all as provided by law.

PASSED by the Governing Body this 12th day of December, 2024.

APPROVED AND SIGNED by the Mayor this 12th day of December, 2024.

David E. Waters, Mayor

ATTEST:

Abby Schneweis, City Clerk

Approved as to form:

Ryan B. Denk, City Attorney

COUNCIL ACTION FORM

Meeting Date: December 12, 2024

Staff Contact: Leslie Herring, City Administrator

Agenda Item: Consider Resolution No. 136-2024 adopting a Governing Body Strategic Plan

Background/Description of Item

The Governing Body is creating a strategic plan to provide formal direction to staff for work activities, budgeting, and for the development of performance metrics. This plan is intended to ensure a framework for accountability, responsiveness, and efficient use of tax-payer resources. Performance metrics, communications objectives, and strategic priority identification are all anticipated outcomes of this Governing Body Strategic Plan creation process, which has been taking place throughout 2024 and was kicked off ten months ago.

The Governing Body Strategic Plan is based on the results of a statistically-valid city-wide survey. The Mayor and City Council worked with PorchLight Insights to develop topics and questions to include on the survey at its February 8, 2024 City Council meeting work session. The survey results were then compiled and analyzed by ETC Institute, which is one of the nation's leading firms in the field of local government research. For Westwood's survey, ETC partnered with PorchLight Insights, a consulting firm that specializes in data-driven decision making, and that team is also aiding the Governing Body and staff in the creation of their Strategic Plan.

The survey was mailed to all Westwood addresses – both residential and commercial – and responses were accepted by pre-paid return mail and online. Up to two responses per address were accepted and survey responses will remain confidential.

The resident survey was open from May 15 - July 12, 2024 and 306 completed surveys were received. There was a margin of error: +/- 4.4% at the 95% level of confidence, indicating that findings of the resident survey have a very high degree of statistical significance.

The survey results were presented to the Governing Body on August 8, 2024 and a strategic planning session facilitated by PorchLight Insights was held on August 24th. The ETC presentation, full report, and PorchLight Insight's analysis presentation are all available on the City's website at: <https://www.westwoodks.org/projects-and-plans/page/2024-governing-body-strategic-plan>.

Staff Comments/Recommendation

The Governing Body Strategic Plan is now ready for Council consideration and is included in the meeting packet. Staff recommend adoption by resolution.

Budget Impact N/A

Suggested Motion

I move to approve Resolution No. 136-2024 adopting a Governing Body Strategic Plan for the City of Westwood.

**CITY OF WESTWOOD, KANSAS
RESOLUTION NO. 136-2024**

A RESOLUTION OF THE CITY OF WESTWOOD, KANSAS, ADOPTING A GOVERNING BODY STRATEGIC PLAN.

WHEREAS, the City of Westwood believes that the development of a specific mission, vision, goals, strategies to achieve those goals, and performance metrics is vital to planning for the future of the community;

WHEREAS, the Governing Body of the City of Westwood has developed a mission and vision statement, a series of goals for the City of Westwood, and performance metrics for 2025 – 2027 through a strategic planning process which included the development and deployment of a statistically-valid survey tool to every Westwood address, a strategic planning Governing Body retreat, and several Governing Body work sessions, and which also included input and collaboration from a professional consultant and facilitator, the City Administrator, and the city department heads; and

WHEREAS, the establishment of these mission, vision, and goals provides the framework for the development of the City of Westwood and gives city staff both direction and a sense of purpose to the actions of the community and its organizations.

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

SECTION 1. The City Council does hereby adopt the attached 2025 – 2027 Governing Body Strategic Plan.

SECTION 2. The City Administrator shall begin collecting certain data and complete certain missing data as indicated in the performance metrics and shall work with the Governing Body in 2025 to determine the appropriate 2027 targets where indicated.

SECTION 3. The Resolution shall take effect upon its approval by the City Council.

ADOPTED by the Governing Body of the City of Westwood, Kansas, this 12th day of December, 2024.

David E. Waters, Mayor

ATTEST:

Abby Schneweis, City Clerk

APPROVED AS TO FORM AND LEGALITY

Ryan B. Denk, City Attorney



City Council Strategic Plan

City of Westwood, Kansas

Mission

The City of Westwood manages public and financial resources to provide reliable, responsive services aligned with residents' evolving expectations and future needs. Our leaders and professional staff are open and accessible, building relationships and trust within our community. Together, we protect and advance what makes Westwood special and unique.

Vision

Westwood is a unique and charming community, one that is both historic yet dynamic and progressive. Our residents develop deep connections with their neighbors, homes, schools and businesses.

Goals and Strategies

Community Redevelopment

Goal Statement:

By 2027, the Westwood City Council will have considered and encouraged opportunities to diversify our economic activity by choosing redevelopment projects that maintain community fiscal health and the unique and historic character of Westwood.

Proposed Metrics:

Measure	2024 Actual	2027 Target
Percent of property tax revenue generated by properties other than single-family detached lots	Data requested from County	50%
Dollar value of commercial permits filed	\$2,682,555	\$5,000,000
General fund balance (reserve over five-year projection)	26.6%	30%
Resident satisfaction with shopping and restaurants (rating of excellent or good)	56%	61%
Resident satisfaction with how well Westwood is planning for growth (<i>question to be added to survey</i>)	--	TBD

Proposed Strategies:

- By 2025, the city will complete the RFP process for City Hall redevelopment with emphasis on the need for community space and overall fiscal sustainability.
- Through the end of this Strategic Plan in 2027, the Westwood City Council and City Administrator will seek to communicate regularly with property owners to partner in maximizing strategic site opportunities.

Housing

Goal Statement:

Over the next three years, the Westwood City Council and City Administrator will be open to and supportive of different types of housing that provide options for existing and new residents by evaluating each new residential housing project in the context of Westwood's community character, housing needs and resident input in accordance with the 2017 Comprehensive Land Use Plan.

Proposed Metrics:

Measure	2024 Actual	2027 Target
Resident satisfaction with availability of different types of housing (rating of excellent or good)	42%	45%
Number of residential units permitted by housing type:		
Single family	7	7 (7.4 = 1% of existing housing stock)

Measure	2024 Actual	2027 Target
Other (e.g. townhomes, ADUs, apartments, condos, patio homes, cottage courts, etc.)	1	10 units

Proposed Strategies:

- By the end of 2025, the City Administrator will explore opportunities to support creative and diverse housing options for Westwood that reflect evolving housing preferences by revisiting zoning regulations.
- In 2025, for the 2026 budget, Westwood staff and Council will explore new programs to assist residents with the cost of housing, including fee waivers for improvement permits, tax rebate program for low-income households, utility assistance, and home improvement grants.
- By the end of 2025, the City will aim to consider the 2024 International Code Council code set in coordination with the Johnson County Building Officials Association to ensure alignment with best practices in codes and standards.

Transportation and Infrastructure

Goal Statement:

By the end of 2026, the Westwood City Council and City Administrator will have identified and pursued a sustainable funding plan to implement capital plan priorities that improve upon and preserve infrastructure and address deferred maintenance.

Proposed Metrics:

Measure	2024 Actual	2027 Target
Percent of capital maintenance plan funded (by asset type):		
Streets	To be added in 2025	TBD
Sidewalks	To be added in 2025	TBD
Stormwater infrastructure	To be added in 2025	TBD
Streetlights	To be added in 2025	TBD
City buildings	0%	TBD
Percent of capital maintenance plan completed since 2019 (by asset type):		
Streets	51%	67%
Sidewalks	56%	70%
Stormwater infrastructure (by project)	18%	41%
Streetlights	45%	70%
City buildings (percentage of maintenance identified in 2022 City Facilities Assessment)	0%	TBD

Proposed Strategies:

- During 2025, the City Administrator will take action to analyze the revenue generation impact of potential best fit tax increases to support infrastructure investment for inclusion in the FY2026 budget.

- In 2025, for the 2026 budget, the City will create a feasible funding strategy for streetlight plan implementation.
- In 2025, the City will adopt a plan for improvements to the public works facility and identify a funding strategy to pursue in future years.

Safety and Law Enforcement

Goal Statement:

Over the next three years, the Westwood City Council, City Administrator and Chief of Police will support the just enforcement of city laws and codes, revisit and revise laws and codes as necessary, and be responsive to community concerns in order to preserve community safety.

Proposed Metrics:

Measure	2024 Actual	2027 Target
Resident satisfaction with feelings of safety in Westwood (rating of excellent or good)	95%	95%
Number of reports of property crime:		
Burglary to building	3	>2
Burglary to vehicle	18*	>24
Vehicle theft	6	>2
All other theft	41 (30 at Walmart)	>12 (excluding Walmart)
Percent of single-family residential properties with reported property maintenance code violations	Data collection beginning 2025	>3%

*2024 represents a five-year low

Proposed Strategies:

- Throughout the life of this Strategic Plan, the City Council will collaborate with the Westwood Police Department through the City Administrator and Police Chief to review data and understand crime activity trends and be transparent with residents about enforcement actions taken.
- On an ongoing basis, the City will communicate to residents about ways to mitigate or prevent crime activity in the community as new trends emerge (including potentially a regular message in the Buzz).
- By the end of 2025, the City will explore opportunities and best practices for crime prevention and implement best practices that best meet the needs of Westwood’s residents and businesses (including ideas such as neighborhood watch or Crime Prevention Through Environmental Design (CPTED) strategies).

City Communication and Engagement

Goal Statement:

Over the next three years, the Westwood City Council and city staff will maintain a high level of communication with residents and enhance the usefulness and availability of information to keep our residents informed about developing issues, City news and opportunities for community input.

Proposed Metrics:

Measure	2024 Actual	2027 Target
Resident satisfaction with communications from the city (rating of excellent or good)	81%	85%
Counts of resident participation/engagement in communication channels:		
Email newsletter subscribers	1,150	1,600
Email newsletter open / read rate	68%	75%
City website visits / clicks	Data collection beginning 2025	3,000/month
Followers on Facebook	895	1,600
Engagements on Facebook	>1%	5%

Proposed Strategies:

- On an ongoing basis, the City will create opportunities for two-way communication and engagement between residents and City/Council to create a feedback loop twice per year such as “Coffee with the Council” or “Coffee with a Cop.”
- In 2025, the City will implement the Strategic Communications Plan created to enhance Communities for All Ages goals, in support of the City’s Gold-level program recognition by Mid-America Regional Counsel.

Community Amenities

Goal Statement:

Over the next three years, the Westwood City Council will foster and maintain strong partnerships to encourage community amenities that support walkability and community connections that sustain the unique character of Westwood.

Proposed Metrics:

Measure	2024 Actual	2027 Target
Resident satisfaction with connections to your neighbors and community (rating of excellent or good)	80%	85%
Resident satisfaction with tree canopy (rating of excellent or good)	90%	90%
Resident satisfaction with gathering spaces for the community (rating of excellent or good)	59%	65%

Proposed Strategies:

- Over the next three years, the City will maintain existing partnerships and be proactive in seeking new partnerships that provide community amenities that align with community priorities (ideas include: improve working relationship with KU Health Systems; re-formalize Councilmember responsibility for community relationships; maintain relationship with Woodside).
- By early 2025, the City will determine the feasibility of targeted small business grants that will attract and retain businesses that align with the priorities of the community.

- By the end of 2026, the City will establish tree canopy goals, including exploring opportunities to preserve and enhance the tree canopy.
- In 2025, the City will support the development of a visionary park that provides the amenities that will best meet the needs of the community.

COUNCIL ACTION FORM

Meeting Date: December 12, 2024

Staff Contact: Leslie Herring, City Administrator

Agenda Item: Consider Resolution No. 137-2024 adopting a Communications Strategic Plan

Background/Description of Item

The City of Westwood has been recognized for its work to create a Community for All Ages. Westwood received Gold level recognition in November 2023, which acknowledges the work the City has done to become more age friendly. This Gold level award follows the City's recognition as a Bronze level City in October 2022 and as a Silver level City in April 2023.

The Communities for All Ages (CFAA) recognition program was developed by the First Suburbs Coalition and KC Communities for All Ages — two groups convened by the Mid-America Regional Council (MARC) to develop programs and tools to support first-tier suburbs, help communities respond to a rapid increase in the older adult population, and make communities more welcoming for all age groups. The program is available to all jurisdictions in the nine-county MARC region. Since the program started, 24 local jurisdictions have been recognized for their efforts to make their communities more age friendly.

The program's three sequential levels of achievement reflect increasing degrees of commitment to becoming a CFAA. The Bronze Level recognizes heightened age awareness and requires a resolution or commitment by the city's elected body, along with community presentations and public engagement. The Silver Level adds the completion of an assessment process and requires the community to appoint a resident-based committee to assess related city activities and investments. Gold, the highest level, recognizes communities that formally adopt a CFAA plan based on the assessment completed at the Silver Level. Communities can maintain their recognition status by advancing to higher levels or, once the Gold Level is achieved, continuing to implement new elements of their plans. The program encourages communities to respond positively to changing demographics and adopt policy and program approaches that make the region a great place to live and age well.

Staff Comments/Recommendation

City staff with the assistance of Gather Media created the Communications Strategic Plan based on the findings and recommendations of the CFAA Bronze and Silver level activities and will implement this Strategic Plan once formally adopted by Resolution 137-2024. The adoption of both a Governing Body Strategic Plan and the Communications Strategic Plan follow a community-wide survey and Governing Body Strategic Planning retreat conducted earlier this year.

The Communications Strategic Plan spans 2025 – 2027 and City staff will begin to implement adopted.

Budget Impact

None.

Suggested Motion

I move to approve Resolution No. 137-2024 adopting a Communications Strategic Plan for the City of Westwood.

**CITY OF WESTWOOD, KANSAS
RESOLUTION NO. 137-2024**

A RESOLUTION OF THE CITY OF WESTWOOD, KANSAS, ADOPTING A STRATEGIC COMMUNICATIONS PLAN.

WHEREAS, the City of Westwood was recognized in 2024 for being a Gold level Community for All Ages by the Mid-America Regional Council following a 2023 City resident task force’s assessment of the community and resulting recommendation from that resident task force that the City be more strategic in its communications to residents;

WHEREAS, the Governing Body of the City of Westwood underwent strategic planning over the course of 2024 to develop and deploy a statistically-valid survey tool to every Westwood address, held a strategic planning Governing Body retreat and several Governing Body work sessions, and which also included input and collaboration from a professional consultant and facilitator, the City Administrator, and the city department heads resulting in the development of Governing Body goals, including goals related to communications;

WHEREAS, one of the Governing Body’s goals and objectives was in alignment with the Communities for All Ages task force recommendation to establish more consistent community outreach and engagement efforts in the form of a Strategic Communications Plan and its implementation;

WHEREAS, to assist with development of the Strategic Communications Plan, the City Administrator engaged the services of Gather Media, a consulting firm specializing in communications, marketing and outreach focused on the needs of government agencies;

WHEREAS, the Governing Body’s strategic focus also provides a clear message to City staff as to what the Council aims to accomplish in the upcoming three-year period;

WHEREAS, this plan provides valuable direction for objectives, key messages, strategies and tactics for City staff to deploy; and,

WHEREAS, the plan is a living document, meant to guide our work, and is both actionable and aspirational, in order to meet our immediate and long-term goals to optimize strategies on an ongoing basis to ensure the community is receiving the information it needs to work together with the City, and ultimately, fulfill the vision set out in the 2024 Governing Body Strategic Plan.

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

SECTION 1. The City Council does hereby adopt the attached Strategic Communications Plan.

SECTION 2. City staff shall begin deploying the Strategic Communications Plan in 2025.

SECTION 3. The Resolution shall take effect upon its approval by the City Council.

ADOPTED by the Governing Body of the City of Westwood, Kansas, this 12th day of December, 2024.

David E. Waters, Mayor

ATTEST:

Abby Schneweis, City Clerk

APPROVED AS TO FORM AND LEGALITY

Ryan B. Denk, City Attorney



CITY OF WESTWOOD

Strategic Communications Plan

INTRODUCTION

About Westwood

The City of Westwood, Kansas was incorporated on June 8, 1949 and is governed by a Mayor and five Council members. The City was excited to celebrate its 75th anniversary in June of 2024.

Westwood is both a residential community of approximately 1,800 people, and a city of business and commerce as it is home to several University of Kansas Hospital facilities, and other corporate office and retail businesses like the Midwest Transplant Network and Woodside, a luxury health club. In addition, Westwood boasts two different schools, the newly constructed Westwood View Elementary, in the Shawnee Mission School District, and Olivet Baptist church with its own school.

Plan Purpose and Vision

The City of Westwood is committed to:

- Transparent communications.
- Telling the story of the why and how behind key city initiatives.
- Proactively engaging with the mission of Communities for All Ages; an age-friendly initiative that helps increase awareness in local jurisdictions of the impact of a growing older population.
- Increasing communication efforts and frequency.
- Understanding residents' communication needs better through data collection.

Westwood has always valued effective communication. As the City continues to move forward through commercial development, capital improvement projects, enhanced community programs and other initiatives, it is more important than ever before that the City places an even greater emphasis on strategic communications. This initiative aims to plan ahead in order to provide proactive communications to residents, businesses and City stakeholders.

This plan outlines efforts for the next three years. It is intended to be updated and refined as new information becomes available. For example, the City executed a City-wide survey in 2024 with specific communication questions created defined City Council goals through the creation of a Governing Body Strategic Plan. Those results and goals are incorporated into the plan and are crucial in informing continued communication efforts.

PLAN OUTLINE

The following sections can be found in further detail throughout this document:

- Communication Goals
- City Council Goals
- Communication Survey Data
- Target Audiences
- Key Messages
- Strategy, Tactics, Key Performance Indicators (“KPI”s; goal setting metrics) by Channel
- Implementation

COMMUNICATION GOALS

The City has outlined three major communication goals:

1. Establish greater awareness and understanding of City programs and initiatives through more effective usage of City communication vehicles.
2. Proactively and transparently tell the story of the City’s advancement plans.
3. Be the leading source of information for all City and local government news to all of the City’s target audiences e.g. Communities for All Ages programming, development plans, resident resource news like trash, snow removal, tax rebate programs, and more.

CITY COUNCIL GOALS

Mission

The City of Westwood manages public and financial resources to provide reliable, responsive services aligned with residents' evolving expectations and future needs. Our leaders and professional staff are open and accessible, building relationships and trust within our community. Together, we protect and advance what makes Westwood special and unique.

Vision

Westwood is a unique and charming community, one that is both historic yet dynamic and progressive. Our residents develop deep connections with their neighbors, homes, schools and businesses.

Community Redevelopment

Goal Statement:

By 2027, the Westwood City Council will have considered and encouraged opportunities to diversify our economic activity by choosing redevelopment projects that maintain community fiscal health and the unique and historic character of Westwood.

Housing

Goal Statement:

Over the next three years, the Westwood City Council and City Administrator will be open to and supportive of different types of housing that provide options for existing and new residents by evaluating each new residential housing project in the context of Westwood's community character, housing needs and resident input in accordance with the 2017 Comprehensive Land Use Plan.

Transportation and Infrastructure

Goal Statement:

By the end of 2026, the Westwood City Council and City Administrator will have identified and pursued a sustainable funding plan to implement capital plan priorities that improve upon and preserve infrastructure and address deferred maintenance.

Safety and Law Enforcement

Goal Statement:

Over the next three years, the Westwood City Council, City Administrator and Chief of Police will support the just enforcement of city laws and codes, revisit and revise laws and codes as necessary, and be responsive to community concerns in order to preserve community safety.

Community Amenities

Goal Statement:

Over the next three years, the Westwood City Council will foster and maintain strong partnerships to encourage community amenities that support walkability and community connections that sustain the unique character of Westwood.

City Communication and Engagement

Goal Statement:

Over the next three years, the Westwood City Council and city staff will maintain a high level of communication with residents and enhance the usefulness and availability of information to keep our residents informed about developing issues, City news and opportunities for community input.

Proposed Metrics:

Measure	2024 Actual	2027 Target
Resident satisfaction with communications from the city (rating of excellent or good)	81%	85%
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Proposed Strategies:

- On an ongoing basis, the City will create opportunities for two-way communication and engagement between residents and City/Council to create a feedback loop twice per year such as “Coffee with the Council” or “Coffee with a Cop.”
- On an ongoing basis, the City will communicate to residents about ways to mitigate or prevent crime activity in the community as new trends emerge (including potentially a regular message in the Buzz).

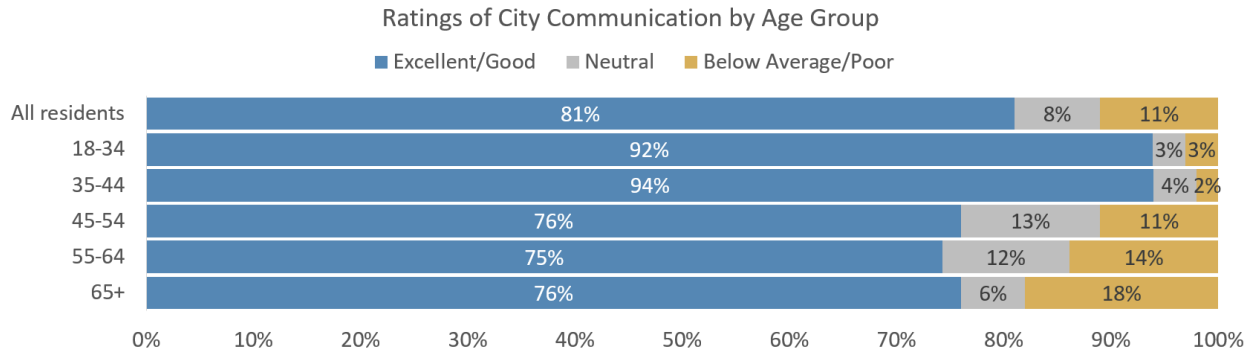
SURVEY DATA

- **Westwood Community Survey Key Insights: [Linked Here](#)**
- **2024 ETC Community Survey: [Linked Here](#)**
- **2024 Community Survey Findings Report: [Linked Here](#)**

Ratings of Communications and Customer Service from the City



Ratings of city communications and city customer service are both higher for younger age groups / lower for older age groups



Those who **do not** read the quarterly newsletter or the weekly email Buzz have **less positive** ratings of communications

Those who have **attended a Planning Commission** meeting have **higher negative ratings** of customer service

Preferences for communication are relatively consistent across age, except that **65+ has a stronger preference for print**

TARGET AUDIENCES

The City will focus on forming a deeper connection and stronger communication with these stakeholders.

- Residents/Citizens of all ages.
- Business Community.
- Visitors of businesses located within the City.
- Community organizations, local and regional agencies, nonprofit/ education groups and state and federal government agencies.

KEY MESSAGES

The City will use these messages as the guide for transparent and effective communication.

1. The City is proud of the community that has been created and aims to help it continue to thrive and grow through strategic development planning.
2. The City is a well-run government operation that is here to serve its citizens, providing an extensive array of resources that are available and accessible to everyone who resides within City limits.
3. The City proactively plans, considers and accommodates both the desires and needs of all to ensure people can live and thrive here with a special lens on Communities for All Ages.
4. The City encourages resident feedback and is looking for increased civic/community engagement.
5. The City always strives to use taxpayers' resources in the most efficient way possible with the highest level of responsiveness and transparency.

STRATEGY + TACTICS

Use a variety of communication channels to deliver information in a timely and thoughtful manner that clearly tells a story and delivers important messaging. The content mix between digital, print and in-person ensures residents of all ages can engage and garner information in ways that meet their needs.

Channel: Website

<p>Content / Usage</p>	<ul style="list-style-type: none"> -Dedicated landing page for Communities for All Ages information. -Dedicated landing pages for all development projects and capital improvement projects -Short and concise news alerts for breaking and important City news. -Meeting recaps. -Events calendar. -All City information and news should live on the website and be easily accessible, findable and understandable.
<p>Frequency</p>	<ul style="list-style-type: none"> -The website should be updated weekly and, in some cases, daily. -Landing pages for programs like Communities for All Ages should be updated monthly with links to resources, new programming and ways for residents to get involved/ benefit from the initiative. -News alerts should be posted weekly. -All media releases should be posted on the website as they are drafted.
<p>KPIs</p>	<ul style="list-style-type: none"> -Unique and returning visitors. -Page Views. -Top Pages. -Time on page/ bounce rate. -Yearly/monthly usage comparisons.

Channel: Social Media

Content / Usage	<ul style="list-style-type: none"> -Use social media pages to post short, concise information not only on every day City services but also on key community programs like Communities for All Ages as well as development projects. -The City will share relevant information from other agencies as well as Westwood businesses pertaining to information that will be helpful and relevant to its target audiences. -The City will link back to longer form information on the website for target audiences to learn more.
Frequency	<ul style="list-style-type: none"> -Social media pages should be updated 2x-3x per week depending on City announcements. -The content should be a mix of breaking news, with community news, reminders and information on Communities for All Ages. -Share news from other organizations weekly.
KPIs	<ul style="list-style-type: none"> -Number of Followers. -Engagement. -Top Posts. -Link Clicks. -Competitor Reporting.

Channel: Email Newsletter

Content / Usage	<ul style="list-style-type: none"> -Highlight the top news and events for the week. -Link back to the website for more detailed information. -Include a weekly Communities for All Ages engagement section for residents to read/learn more from. -Spotlight Westwood businesses e.g. openings, celebrations, special offers and more.
Frequency	<ul style="list-style-type: none"> -Send 1x per week.
KPIs	<ul style="list-style-type: none"> -Number of Subscribers. -Open Rates. -Click Through Rates.

Channel: Printed Newsletter

Content /	<ul style="list-style-type: none"> -Highlight the top news and events quarterly.
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Usage	<ul style="list-style-type: none"> -Create short links or QR codes that link back to the website for more detailed information. -Include a Communities for All Ages engagement section for residents to read/learn more from. -Spotlight Westwood businesses e.g. openings, celebrations, special offers and more.
Frequency	-Quarterly (4x a year)
KPIs	<ul style="list-style-type: none"> -Distribution Rates. -Include a quarterly survey question and monitor online / mail-in responses. (micro-responses)

Channel: Media

Content / Usage	<ul style="list-style-type: none"> -Write/send media releases as hard-hitting news occurs on development projects, City awards and any news that features Westwood as the first, the only or the best. -Media releases should also be posted across all other communications channels.
Frequency	-As news occurs.
KPIs	-Media Placements.

Channel: Meetings

Content / Usage	<ul style="list-style-type: none"> -Use in-person events to communicate important City news and programming. -Use City Council Meetings to allow community leaders and organizations to present, such as important stakeholders that are a part of the Communities for All Ages program. -Plan informal events like the egg hunt, coffee meet-ups and other get-togethers to continue to foster community / civic engagement.
Frequency	-1x per quarter.
KPIs	-Attendance Rates.

Channel: Signage

Content / Usage	-Use temporary signage including yard signs, banners, and sandwich board placement to communicate important City news, events and programming. -Place signage in high-traffic City areas. -Ensure different promotions are highlighted like civic, community and City service news.
Frequency	-As needed.
KPIs	-Call-to-action measurement from signage e.g. event attendance, QR code scans and more.

IMPLEMENTATION

The following timeline was developed to guide the City on execution.

Now / Top Priority:

- Create a baseline KPI report by marketing channel.
- Create a monthly communications calendar by topic/initiative to ensure a content mix is being created.
- Determine staffing needs and assign communication task owners.
- Explore opportunities to use machine learning (aka Artificial Intelligence) for content creation and sharing.

Next 6 Months:

Meet with communication task owners monthly to discuss content and frequency by channel. Discuss target audience feedback and course correct as needed.

Continue to create a monthly communications calendar by topic/initiative to ensure a diverse content mix is being created.

Report on KPIs quarterly and include qualitative resident feedback.

Within 1-3 Years:

Establish monthly, and quarterly protocols and standard communications operating procedures based on learnings from the previous year.

Review and update the strategic communications plan.

Create a year-over-year communications report for a deeper understanding of whether goals and KPIs were achieved.

COUNCIL ACTION FORM

Meeting Date: December 12, 2024
 Staff Contact: Curtis Mansell, Chief of Police

Agenda Item: Consider Authorization of Purchase of 2024 Police Dodge Durango & Related Equipment

Background/Description of Item

Staff recommends that the Governing Body approve an expenditure to purchase of a 2024 Dodge Durango Police Cruiser and related equipment as listed in the 2025 Equipment Replacement Plan. Funds used are identified within the Equipment Reserve Fund. This vehicle would replace an existing 2017 Ford Police Interceptor.

The vehicle would be delivered & upfitted by Superior Emergency Response Vehicles (SERV, LLC), a company located in Andover, KS. The list of equipment to be installed along with pricing for decommissioning our current vehicle is itemized on the attached quote from SERV, LLC.

SERV, LLC has pre-negotiated contracts for upfitting and equipment for numerous public safety agencies in Kansas. They also act as a “pass-through” for delivering police vehicles based on contract pricing. Most notably for the Dodge Durango via the Kansas Highway Patrol contract.

Staff Comments/Recommendation

Staff recommends that the City Council authorize the purchase of the Dodge Durango Police Cruiser from SERV, LLC in the amount of \$45,160.00 and to accept the quote for equipment and upfitting of the new vehicle from SERV, LLC, in the amount of \$14,796.17, to be paid from the Equipment Reserve Fund allocated in FY25.

Budget Impact

Funds for the purchase have been allocated in the 2025 Equipment Reserve Fund in the amount of \$68,250, representing \$52,500 for the vehicle purchase in addition to \$15,750 in related equipment.

Pursuant to the City’s Financial and Purchasing Policy, for purchases over \$10,000, three (3) price quotes are generally required unless there is a pre-negotiated contract through another governmental agency for the product. The State of Kansas has a contract in place for Police Dodge Durangos running through 01/31/2028. This particular contract (51156) also allows availability at contract pricing to other political subdivisions and state agencies.

The anticipated total expenditure is expected to be significantly less than the total budgeted amount of \$68,250. However, there may be some contingency expenditures that exceed the attached equipment quote based on the condition of any equipment currently owned that is planned for re-use.

Suggested Motion

I move to authorize the purchase of the Dodge Durango Police Cruiser from Superior Emergency Response Vehicles in the amount of \$45,160.00 to be paid from the Equipment Reserve Fund in 2025.

I move to accept the quote for the related equipment and upfitting for the 2024 Dodge Durango Police Cruiser from Superior Emergency Response Vehicles in the amount of \$14,796.17, to be paid from the Equipment Reserve Fund in 2025.

Superior Emergency Response Vehicles

12548 SW Highway 54
 P.O. Box 965
 Andover, KS. 67002

Item D. Section X, Item

Estimate

Date	Estimate #
12/10/2024	4085

Customer Name
Westwood Police Department 4700 Rainbow Blvd. Westwood, KS 66205



www.SERVLLC.com 316-733-2223 Email:andy@servllc.com

Description	Qty	Rate	Total
2024 Dodge Durango Pursuit AWD V8 - Destroyer Gray	1	45,160.00	45,160.00
Remove Equipment From Decommissioned Emergency Vehicle	1	450.00	450.00
Unity Driver Side LED Spot Light - Durango	1	560.00	560.00
Whelen 54" Legacy WC D/E/D/E Lightbar, RW/BW/RW/BW	1	1,950.00	1,950.00
Whelen Cencom Core WCX Control Center	1	965.00	965.00
Whelen SA315U 100w Siren Speaker w/Bracket	1	203.00	203.00
Whelen Howler Low Frequency Siren System - DURANGO	1	565.00	565.00
Whelen ION Universal - Red	3	95.00	285.00
Whelen ION Universal - Blue	3	95.00	285.00
Whelen ION T-Series - Red	2	102.50	205.00
Whelen ION T-Series - Blue	2	102.50	205.00
Whelen LINSV2R - Red -Under-Mirror Light w/Bracket	1	191.00	191.00
Whelen LINSV2B - Blue - Under-Mirror Light w/Bracket	1	191.00	191.00
Setina PB450LR2 Light Ready Push Bumper, 2021-2024 Durango (Whelen)	1	675.00	675.00
425-6706 Jotto Durango Max Depth Console	1	525.00	525.00
425-3704 Jotto Dual ABS Cupholder	1	48.00	48.00
425-6651 Jotto 12V 3 Plug Faceplate	1	48.00	48.00
Pro-Gard P1000 Pro-Cell Prisoner Transport System - Durango	1	2,960.00	2,960.00
Pro-Gard Dual Weapon Gun Lock - Pro-Cell Mount	1	460.00	460.00
SC Universal Shotgun Rack	1	365.00	365.00
H-C-PKG-PSM-345 Havis Premium Passenger Side Mount - Durango & Grand Cherokee	1	653.60	653.60
Antenna Coax/Antenna Kit	1	75.00	75.00
Circuit Breaker	1	51.50	51.50
75-100AMP Accessory Relay	1	56.21	56.21
Blue Sea Fuse Block 12 Split	2	61.93	123.86
Shop Supplies - Wiring, Connectors, Securement Items, Brackets, Etc.	1	250.00	250.00
Professional Installation / Upfitting	1	2,450.00	2,450.00

		Sales Tax (0.0%)	\$0.00
AUTHORIZED CUSTOMER SIGNATURE		Total	\$59,956.17
DATE			

By signing this estimate, Customer authorizes SERV to provide products and services as listed. Customer also agrees to our Standard Terms and Conditions as set forth on our "Terms and Conditions" page.

Thank you for considering SERV!

Council Action Form

Meeting Date: December 12, 2024

Staff Contact: John Sullivan, Public Works Director

Agenda Item: 2025 Addendum to Public Works Agreement with the City of Mission Woods

Background / Description of Item

An annual review of the services provided to the City of Mission Woods is being carried out to determine any adjustments to the costs of the various services provided as well as any adjustments to the employees' wages and benefits.

Staff Comments/Recommendation

This year I have included an across the board increase of 3.48 percent based on the various services provided. You will also see that the wages have changed to reflect pay adjustments and benefit costs. I have also noted in the addendum that all services do not include employee time or costs, which is not new but this hopefully makes it clear of that fact.

Suggested Motion

I move to authorize the Mayor to execute the 2025 addendum to the existing Agreement between the City of Mission Woods Kansas and the City of Westwood, Kansas, for the Public Works Services.

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

**EFFECTIVE DATE OF THIS ADDENDUM: JANUARY 1, 2025
(to apply until a subsequent Addendum is executed)**

For Service provided and attributable to Mission Woods:

- 1. **Street Cleaning***
124.55 per hour,
20.32 per ton loading fee
72.30 per ton for disposal of material
- 2. **Snow Removal***
98.65 per hour
- 3. **De-icing***
98.65 per hour
Current market price to Westwood per ton for material
20.32 per ton loading fee
- 4. **Leaf Pickup***
180.55 per hour-Leaf Vacuum
Tipping Fee 125.00 per load
- 5. **Other requested services**
Hourly Reimbursement for Time Spent by the Following Individuals:
83.95 per hour straight time -Director of Public Works
45.06 per hour straight time; 67.60 per hour overtime-Superintendent of Public Works
44.13 per hour straight time; 66.20 per hour overtime-Maintenance Worker III
38.27 per hour-Loader
42.40 per hour-Chipper
34.68 per hour-Truck
10.86 per hour-Miscellaneous Tool Charges
10.86 per hour-Trailer

Costs of Materials are at cost to the City of Westwood

*Service charge does not reflect the hourly rate for the employee performing the service, which is assessed separately.

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

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

CITY OF WESTWOOD, KANSAS

CITY OF MISSION WOODS, KANSAS

By: _____
David E. Waters, Mayor

By: _____
Robert Tietze, Mayor

ATTEST:

ATTEST:

Abby Schneweis, City Clerk

Shelley Floyd, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

APPROVED AS TO FORM:

Jeff Deane, City Attorney

Council Action Form

Meeting Date: December 12, 2024

Staff Contact: John Sullivan, Public Works Director

Agenda Item: 2025 Addendum to Public Works Agreement with the City of Westwood Hills

Background / Description of Item

An annual review of the services provided to the City of Westwood Hills is being carried out to determine any adjustments to the costs of the various services provided as well as any adjustments to the employees' wages and benefits.

Staff Comments/Recommendation

This year I have included an across the board increase of 3.48 percent based on the various services provided. You will also see that the wages have changed to reflect pay adjustments and benefit costs. I have also noted in the addendum that all services do not include employee time or costs, which is not new but this hopefully makes it clear of that fact.

Suggested Motion

I move to authorize the Mayor to execute the 2025 addendum to the existing Agreement between the City of Westwood Hills Kansas and the City of Westwood, Kansas, for the Public Works Services.

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

**EFFECTIVE DATE OF THIS ADDENDUM JANUARY 1, 2025
(to apply until a subsequent Addendum is executed)**

For Service provided and attributable to Westwood Hills:

- 1. **Snow Removal***
98.65 per hour
- 2. **De-icing***
98.65 per hour
Current market price to Westwood per ton for material
20.32 per ton loading fee
- 3. **Leaf Pickup***
180.55 per hour-Leaf Vacuum
Tipping Fee 125.00 per load
- 4. **Other requested services**
Hourly Reimbursement for Time Spent by the Following Individuals:
83.95 per hour straight time -Director of Public Works
45.06 per hour straight time; 67.60 per hour overtime-Superintendent of Public Works
44.13 per hour straight time; 66.20 per hour overtime-Maintenance Worker III
38.27 per hour-Loader
42.40 per hour-Chipper
34.68 per hour-Truck
10.86 per hour-Miscellaneous Tool Charges
10.86 per hour-Trailer

Costs of Materials are at cost to the City of Westwood

*Service charge does not reflect the hourly rate for the employee performing the service, which is assessed separately.

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

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

CITY OF WESTWOOD, KANSAS

CITY OF WESTWOOD HILLS, KANSAS

By: _____
David E. Waters, Mayor

By: _____
Rosemary Podrebarac, Mayor

ATTEST:

ATTEST:

Abby Schneweis, City Clerk

Beth O'Bryan, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Ryan Denk, City Attorney

James Orr, City Attorney

Council Action Form

Meeting Date: December 12, 2024

Staff Contact: John Sullivan, Public Works Director

Agenda Item: Interlocal Agreement with the Unified Government for the 2026 Pavement Reconstruction and Repair of the intersection at W. 47th Street and Rainbow Boulevard

Background / Description of Item

The intersection at W. 47th Street and Rainbow Boulevard is failing. The intersection is shared equally with the Unified Government and is also a KDOT highway: US-169. The intersection is eligible for City Connecting Link Improvement Program (CCLIP) funding in 2026 which was applied for by Westwood and the UG and approved by KDOT. Agreement No. 151-24 details the responsibilities for funding from KDOT. The interlocal agreement outlines the responsibilities for each party as it relates to funding and governance.

Staff Comments/Recommendation

CCLIP funding for a community of our size means that the City of Westwood will not be responsible for the following costs to include design, construction and construction inspection unless the project exceeds the total cost of the funding allocated. The allocated funding is \$400,000. The UG is responsible for some costs of this project and in this case, they will be responsible for the engineering costs. The Interlocal Agreement clearly defines each entity's responsibilities for project costs and governance. As noted in the Interlocal Agreement, should the bid exceed the amount allocated by KDOT or the engineering design costs exceed the amount allocated, then the UG could end the project. The same would be true for Westwood.

Suggested Motion

I move to authorize the Mayor to execute the Interlocal Agreement between the Unified Government and the City of Westwood for KDOT Agreement No. 151-24, Project No. 169-106 KA-7263-01 subject to review by the City Attorney.

AGREEMENT AMONG

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

THIS AGREEMENT made and entered into this ____ day of _____, 2024, by and among the City of Westwood, Kansas, a Municipal Corporation ("Westwood"), and the Unified Government of Wyandotte County / Kansas City, Kansas ("Unified Government" or "U.G."), (collectively referred to as "Parties"), each party having been duly organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, the Cities desire to improve the pavement at the intersection of 47th Street and Rainbow; and

WHEREAS, the Cities wish to engage in a general project scope to include a full depth reconstruction at the intersection as well as an ADA ramp at the southwest ("Project"); and

WHEREAS, Westwood submitted a bid to the Kansas Department of Transportation ("KDOT") requesting grant funding for the Project and was awarded a grant identified by KDOT as Project Number: 169-106 KA-7263-01;

WHEREAS, KDOT will be responsible for and pay 100% of the costs of construction and Construction Engineering up to a maximum of \$400,000 ("Maximum Amount") and the Unified Government will be responsible for and pay 100% of the Preliminary Engineering; and

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

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

1. **RATIFICATION OF KDOT AGREEMENT:** The Parties recognize and acknowledge that the KDOT Agreement entered into by Westwood and the Unified Government identified as Exhibit A, has been entered into for the mutually beneficial purpose of completion of the Project. Accordingly, with respect to such KDOT Agreement, the Unified Government does hereby agree to perform all acts necessary to enable the City of Westwood to comply with the terms and conditions of such KDOT Agreement. The Unified Government does hereby authorize Westwood and its agents, representatives and employees to take such action on its behalf as is necessary to ensure compliance with Exhibit A and to ensure completion of the Project.

2. **ESTIMATED PROJECT COST AND FUNDING OF THE PROJECT:**

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

i. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

ii. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

iii. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.

iv. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

B. **Construction.** Each party shall have the exclusive control of the scope of Construction of the Project within such party’s jurisdiction, provided that the scope of construction must be sufficient to meet the grant requirements which are attached hereto as Exhibit B.

C. **KDOT Funding.** Pursuant to the agreement with KDOT attached hereto as Exhibit A, KDOT has agreed to provide Project Construction funding in an amount not to exceed \$400,000.00. The parties recognize that Construction costs may exceed the funding provided by KDOT. Westwood shall be responsible for the any Construction costs that exceed KDOT’s funding.

D. **Westwood Funding.** If the sum of construction based on the low bid received and the cost plus net fee estimate for Construction Engineering exceeds the Maximum Amount, the scope of work will be reduced so as not to exceed the Maximum Amount, or the Project will be rescinded.

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

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

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

CITY OF WESTWOOD, KANSAS

Mayor David E. Waters

ATTEST:

City Clerk, Abby Schneweis

Approved as to form:

City Attorney, Ryan Denk

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/
KANSAS CITY, KANSAS

David Johnston, County Administrator

Clerk, Monica Sparks

Approved as to form:

Unified Government Counsel

PROJECT NO. 169-106 KA-7263-01
ACSTP-A726(301)
PAVEMENT RECONSTRUCTION AND REPAIR
CITY OF WESTWOOD, KANSAS
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY AND KANSAS CITY, KANSAS

PROJECT AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (“Secretary”) and the **City of Westwood, Kansas** (“Westwood”), the **Unified Government of Wyandotte County and Kansas City, Kansas** (“UG”), collectively, the “Parties.”

RECITALS:

- A. Westwood has applied for and the Secretary has approved a CCLIP (PR) Project, as further described in this Agreement.
- B. The CCLIP (PR) Project involves the intersection of US-169 and 47th Avenue, which borders Westwood and UG, therefore requiring this multiparty Agreement.
- C. The Secretary, Westwood, and UG are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of City Connecting Links of the State Highway System through Westwood and UG.
- D. Westwood desires to construct the Project on Rainbow Boulevard (US-169), a City Connecting Link for the State Highway System, which borders Westwood and UG.
- E. The Secretary desires to enter into an Agreement with the Westwood and UG to participate in the cost of the Project by use of local, state, and federal funds, or a combination thereof.
- F. This Agreement does not preclude Westwood and UG from making separate agreements together in authorizing, collaborating, or sharing their responsibilities in this Agreement to complete this project in a cohesive and timely manner.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS. These defined terms as used in this Agreement have the following designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, including those incorporated by reference, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **“CCLIP (PR/GI) Resurfacing Program”** means a City Connecting Link Improvement Program (CCLIP (PR/GI)) that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be one hundred percent (100%) for cities with a population between 0 to 2,499, ninety-five percent (95%) for cities with a population between 2,500 to 4,999, ninety percent (90%) for cities with a population between 5,000 to 24,999, eighty-five percent (85%) for cities with a population between 25,000 to 49,999, eighty percent (80%) for cities with a population between 50,000 to 99,999, and seventy-five percent (75%) for cities with a population equal to or greater than 100,000, up to a maximum of \$1,500,000.00 per fiscal year of state funds. The CCLIP (SP) Resurfacing Program is for contract maintenance only.
3. **“Westwood”** means the City of Westwood, Kansas, with its place of business at 4700 Rainbow Blvd., Westwood, Kansas 66205.
4. **“City Connecting Link”** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designated as part of the national system of Interstate and defense highways.
5. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
6. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.
7. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Project.
8. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
9. **“Design Plans”** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
10. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
11. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other

private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

12. **“Fiscal Year (FY)”** means the state’s fiscal year which begins July 1 and ends on June 30 of the following calendar year.
13. **“Geometric Improvements” or “GI”** means projects intended to address a safety, capacity, or operational need that can be addressed by changing the roadway geometrics. Examples of projects under this category include, but are not limited to, intersection reconstruction to reduce encroachments over the curb from off-tracking of turning trucks; addition or extension of turn lanes; widening of the roadway to accommodate larger vehicles; or sight distance improvements.
14. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.
15. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.
16. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
17. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
18. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
19. **“Pavement Restoration” or “PR”** means a project intended to address deficiencies in the road surface that are too extensive or expensive to be addressed by the measures under the CCLIP Surface Preservation (SP) category. Actions under this category could include full-depth pavement replacement of the entire driving surface or extensive pavement

rehabilitation. Other related improvements, such as curb and gutter repair/replacement, storm sewer, parking lanes, or sidewalk construction may be included.

20. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
21. **“Project”** means **pavement restoration or reconstruction, and ramp improvements, at the intersection of US-169 at W 47th Avenue intersection that borders Westwood, Kansas, and Kansas City, Kansas**, and is the subject of this Agreement.
22. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
23. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
24. **“Right of Way”** means the real property and interests therein necessary for the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
25. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.
26. **“Surface Preservation” or “SP”** means a fund category, previously known as KLINK, intended to address deficiencies in or extend the life of the driving surface.
27. **“UG”** means the Unified Government of Wyandotte County, Kansas and Kansas City, Kansas, with its place of business located at 701 N. 7th Street, Kansas City, KS 66101.
28. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all unforeseeable elements of cost within the defined project scope identified after the Construction phase commences (“Construction Contingency Items”). The Parties agree contributions are to be used for encumbrance purposes and may be subject

to change. **Westwood agrees to notify the Bureau of Local Projects if costs increase more than ten percent (10%) over the estimate.**

Party	Responsibility
Secretary	0% of Preliminary Engineering (PE) 100% of Participating Costs of Construction, and Construction Engineering (CE), not to exceed \$400,000.00.
Westwood	100% of Participating Costs of PE (see Art. II, 2, below) 0% of Participating Costs of Construction and CE until Secretary’s funding limit is reached. 100% of Costs of Construction and CE after Secretary’s funding limit is reached. 100% of Costs of Right of Way and Utility Adjustments. 100% Non-Participating Costs
UG	No Funding Responsibilities

2. **Westwood and UG Funding.** Westwood will be responsible for one hundred percent (100%) of PE. However, no provision within this Agreement shall preclude Westwood and UG from entering into a separate agreement regarding which of the two parties shall fund the PE.

ARTICLE III

SECRETARY RESPONSIBILITIES:

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

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

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

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

ARTICLE IV

WESTWOOD RESPONSIBILITIES:

1. **Secretary Authorization.** Westwood authorizes the Secretary to undertake the Project on its behalf. All things hereinafter done by the Secretary in connection with the Project are authorized, adopted, ratified, and confirmed by Westwood to the same extent and with the same effect as though done directly by Westwood acting in its own individual capacity. The Secretary is authorized by Westwood to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of state aid and the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** By his or her signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for Westwood to enter into this Agreement on its behalf. Westwood agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** Westwood shall be responsible to design or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, AASHTO A Policy on Geometric Design of Highways & Streets, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design’s road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Traffic Engineering’s Traffic

Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions required by the Secretary or by Westwood with the Secretary's concurrence, and with the rules and regulations of the FHWA pertaining to the Project. Westwood will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed ineligible or Non-Participating items by the Secretary for reimbursement purposes.

4. **Submission of Design Plans to Secretary.** Upon their completion, Westwood shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article IV, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

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

(a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(b) **Progress Reports.** Language requiring the Consultant to submit to Westwood (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) **Third-Party Beneficiary.** Language making the Secretary a third-party beneficiary in the agreement between Westwood and the Consultant. Such language shall read:

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

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

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

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

8. **Right of Way.** Westwood agrees to the following with regard to Right of Way within Westwood’s jurisdiction:

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

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

requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

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

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

(e) Trails and Sidewalks on KDOT Right of Way. With regard to any bike or pedestrian paths or sidewalks (“Trail/Sidewalk”) constructed on state highway right of way, if any, pursuant to the Design Plans, Westwood agrees as follows:

- (i) City Responsible for Repairs and Providing Alternative Accessible Routes. Westwood agrees that the primary purpose of KDOT Right of Way is for the construction and maintenance of US-169. If the construction or maintenance of US-169 reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, Westwood shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of US-169 construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, Westwood will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.
- (ii) Interference with KDOT Right of Way. If the Secretary, in the Secretary’s sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, Westwood will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.
- (iii) Incorporation of Trail/Sidewalk into Local Transportation System. Westwood agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being

primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. § 771.135.

- (iv) **Maintenance.** When the Project is completed and final acceptance is issued, Westwood, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, Westwood will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of Westwood's absolute duty and obligation to maintain the Trail/Sidewalk.

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

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

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

11. **Utilities.** Westwood agrees to the following with regard to Utilities within Westwood's jurisdiction:

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

(b) **Status of Utilities.** Westwood shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the

same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. Westwood will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. Westwood shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by Westwood as to when, prior to the scheduled Letting and Construction, Utilities will be moved. Westwood shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in Westwood's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. Westwood will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

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

(e) Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, Westwood will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

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

12. Hazardous Waste. Westwood agrees to the following with regard to Hazardous Waste within Westwood's jurisdiction:

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

Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

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

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

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

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

14. Traffic Control. Westwood agrees to the following with regard to traffic control for the Project within Westwood's jurisdiction:

(a) Temporary Traffic Control. Westwood shall provide a temporary traffic control plan within the Design Plans, which includes Westwood's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. Westwood's temporary traffic control plan must be in conformity with the latest version of the MUTCD, as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the

same. The Secretary or the Secretary's authorized representative may act as Westwood's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify Westwood of the determinations made pursuant to this section.

(b) **Permanent Traffic Control.** Westwood must ensure the location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

(c) **Parking Control.** Westwood shall prohibit parking of vehicles on Westwood Connecting Link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

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

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

16. **Remittance of Estimated Share.** Westwood shall either 1) deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities or, 2) provide billing and payment documentation to the Secretary of any Preliminary Engineering costs incurred by Westwood for the Project that Westwood has paid. If the total amount expended by Westwood for its Preliminary Engineering costs does not equal its total financial obligation, as described in Article II, then Westwood shall deposit with the Secretary the difference. If Westwood chooses to forego providing Preliminary Engineering documentation to the Secretary, Westwood will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by Westwood from the Secretary. The date indicated for Westwood to deposit its estimated share of the total Project expenses or provide Preliminary Engineering documentation is fifty (50) days after the Letting date.

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

18. **Audit.**

(a) **Audit Requirements for Federal Awards.** All local governmental units, state agencies or instrumentalities, non-profit organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as the “Supercircular”). The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

(b) **Agency Audit.** The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, Westwood will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by Westwood for items considered Non-Participating Costs, Westwood shall promptly reimburse the Secretary for such items upon notification by the Secretary.

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

20. **Cancellation by Westwood.** If Westwood cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. Westwood agrees to reimburse the Secretary within thirty (30) days after receipt by Westwood of the Secretary’s statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE V

UG RESPONSIBILITIES:

1. **Secretary Authorization.** UG authorizes the Secretary to undertake the Project on its behalf. All things hereinafter done by the Secretary in connection with the Project are authorized, adopted, ratified, and confirmed by UG to the same extent and with the same effect as though done directly by UG acting in its own individual capacity. The Secretary is authorized by UG to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of state aid and the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** By his or her signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for UG to enter into this Agreement on its behalf. UG agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

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

4. **Right of Way.** UG agrees to the following with regard to Right of Way within UG's jurisdiction:

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

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

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

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

(k) Trails and Sidewalks on KDOT Right of Way. With regard to any bike or pedestrian paths or sidewalks (“Trail/Sidewalk”) constructed on state highway right of way, if any, pursuant to the Design Plans, UG agrees as follows:

- (iii) City Responsible for Repairs and Providing Alternative Accessible Routes. UG agrees that the primary purpose of KDOT Right of Way is for the construction and maintenance of US-169. If the construction or maintenance of US-169 reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, UG shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of US-169 construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, UG will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.
- (iv) Interference with KDOT Right of Way. If the Secretary, in the Secretary’s sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, UG will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.
- (iii) Incorporation of Trail/Sidewalk into Local Transportation System. UG agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. § 771.135.
- (iv) Maintenance. When the Project is completed and final acceptance is issued, UG, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, UG will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of UG’s absolute duty and obligation to maintain the Trail/Sidewalk.

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

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

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

7. **Utilities.** UG agrees to the following with regard to Utilities within its jurisdiction:

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

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

(i) Time of Relocation. UG will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. UG shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by UG as to when, prior to the scheduled Letting and Construction, Utilities will be moved. UG shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in UG's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. UG will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

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

(k) Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, UG will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

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

8. **Hazardous Waste.** UG agrees to the following with regard to Hazardous Waste within UG's jurisdiction:

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

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

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

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

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

9. **Traffic Control.** UG agrees to the following with regard to traffic control for the Project within its jurisdiction:

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

(f) **Permanent Traffic Control.** UG must ensure the location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

(g) **Parking Control.** UG shall prohibit parking of vehicles on UG Connecting Link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

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

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

11. **Audit.**

(c) **Audit Requirements for Federal Awards.** All local governmental units, state agencies or instrumentalities, non-profit organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as the “Supercircular”). The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

(d) **Agency Audit.** The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, UG will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by UG for items considered Non-Participating Costs, UG shall promptly reimburse the Secretary for such items upon notification by the Secretary.

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

13. **Cancellation by UG.** If UG cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. UG agrees to reimburse the Secretary within thirty (30) days after receipt by UG of the Secretary’s statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE VI

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **City Connecting Link.** The Parties entered into an agreement covering routine maintenance of the City Connecting Link for portions of US-169 within the city limits. It is the Parties’ intention that the agreement for routine maintenance shall remain in full force and effect and the mileage set out in the City Connecting Link maintenance agreement is not affected by this Agreement.

3. **FHWA Approval.** Decisions as to what Project Costs are federal Participating Costs will be made by the Secretary in accordance with the requirements of the FHWA.

4. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

5. **Project Modification.** Any of the following Project changes require Westwood and/or UG to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be Let
- b. Project length
- c. Project location
- d. Project scope

Items b, c, and d require an attached map to scale.

It is further mutually agreed during Construction, Westwood and UG shall notify the Secretary of any changes in the plans and specifications.

6. **Civil Rights Act.** The **Civil Rights Attachment**, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

7. **Contractual Provisions.** The Provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are incorporated into and made a part of this Agreement.

8. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

9. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

10. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, Westwood, and UG, and their successors in office.

11. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

12. **Suspension and Debarment.** If the total value of this Agreement exceeds \$25,000.00, this Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and 1200. Therefore, Westwood and UG verify that neither it nor its principals or agents is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency. 2 C.F.R. § 200.214.

13. **Buy America Compliance.** The Parties agree to comply with the Buy America requirements of 23 CFR § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

14. **Prohibited Use of Certain Technologies.** All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds, if any, to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

15. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

16. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

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

ATTEST:

CITY OF WESTWOOD, KANSAS

CLERK (Date)

MAYOR (Date)

(SEAL)

ATTEST:

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY AND KANSAS
CITY, KANSAS

CLERK (Date)
Unified Government of Wyandotte County
and Kansas City, Kansas

ADMINISTRATOR (Date)
Unified Government of Wyandotte County
and Kansas City, Kansas

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____

Greg M. Schieber, P.E. (Date)

Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

Civil Rights Act Attachment
Contractual Provisions Attachment (Form DA-146a)

**KANSAS DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS ACT ATTACHMENT**

PREAMBLE

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

CLARIFICATION

The term “Contractor” is understood to include the Contractor, the Contractor’s assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

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

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

State of Kansas
 Department of Administration DA-146a
 (Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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

47th & Rainbow Budget						City Shares					
Item #	Item Description	Unit	Quantity	Unit Price	Total	Westwood - 0% match		UG - 25% match			
						Westwood	UG	KDOT * 1.00	Ww * 0.00	KDOT * 0.75	UG * 0.25
1	Replace 10 inch Stamped Concrete	SY	403	\$ 270.00	\$ 108,810.00	\$ 54,405.00	\$ 54,405.00	\$ 54,405.00	\$ -	\$ 40,803.75	\$ 13,601.25
2	Remove 10 inch Stamped Concrete	SY	403	\$ 108.00	\$ 43,524.00	\$ 21,762.00	\$ 21,762.00	\$ 21,762.00	\$ -	\$ 16,321.50	\$ 5,440.00
3	R&R 10-inch Asphalt	SY	438	\$ 144.00	\$ 63,072.00	\$ 56,160.00	\$ 6,912.00	\$ 56,160.00	\$ -	\$ 5,184.00	\$ 1,728.00
4	Mobilization	LS	1	\$ 21,252.00	\$ 21,252.00	\$ 10,626.00	\$ 10,626.00	\$ 10,626.00	\$ -	\$ 7,969.50	\$ 2,656.50
5	Traffic Control	LS	1	\$ 25,470.72	\$ 25,470.72	\$ 12,735.36	\$ 12,735.36	\$ 12,735.36	\$ -	\$ 9,551.52	\$ 3,183.84
6	R&R Handicap Ramp	EACH	1	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00		\$ 6,500.00	\$ -		
7	Pavement Markings	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 5,625.00	\$ 1,875.00
Subtotal					\$ 283,628.72	\$ 169,688.36	\$ 113,940.36	\$ 169,688.36	\$ -	\$ 85,455.27	\$ 28,484.59
Total Construction Share					\$ 283,628.72			\$ 255,143.63			\$ 28,484.59
Design (PE) @ 10% of Const.					\$ 28,362.87			\$ 25,514.36			\$ 2,848.46
Insp. (CE) @ 15% of Const.					\$ 42,544.31			\$ 38,271.54			\$ 4,272.69
Total of Const., PE & CE					\$ 354,535.90			\$ 318,929.54			\$ 35,605.74
Project Grand Total								\$ 382,898.77			

47th & Rainbow Budget					
Item #	Item Description	Unit	Quantity	Unit Price	Total
1	Replace 10 inch Stamped Concrete	SY	403	\$ 270.00	\$ 108,810.00
2	Rremove 10 inch Stamped Concrete	SY	403	\$ 108.00	\$ 43,524.00
3	R&R 10-inch Asphalt	SY	438	\$ 144.00	\$ 63,072.00
4	Mobilization	LS	1	\$ 21,252.00	\$ 21,252.00
5	Traffic Control	LS	1	\$ 25,470.72	\$ 25,470.72
6	R&R Handicap Ramp	EACH	1	\$ 6,500.00	\$ 6,500.00
7	Pavement Markings	LS	1	\$ 15,000.00	\$ 15,000.00
Subtotal of Construction					\$ 283,628.72
Design (PE) @ 10% of Const.					\$ 28,362.87
Insp. (CE) @ 15% of Const.					\$ 42,544.31

	Total of Const., PE & CE				\$ 354,535.90
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Usage Instructions

This form should be completed electronically and printed.

Many of the data fields have pulldown lists to use for data entry. When you place your mouse cursor over a data field, a small down arrow will appear to the right of the data field. Now "Click" on the small down arrow. "Click" on the desired value in the list and your selection will be input into the data field.

If you have any questions please contact your Bureau of Local Projects (BLP) Project Manager or

Revision Notes:

Rev01: First Draft

Rev02: Unlocked the Coordination Information text box.

Inserted inflation rate formula to calculate inflation based upon program year.

Added error message if participating costs are entered in non-eligible categories

Rev03: Corrected the Local Match calculations.

Rev03a: Corrected the LPePlans email address.

Rev04: Adjusted inflation formula (FY 2018).

Rev05: Added City Connecting Link checking

Rev06: Removed inflation calculations

Rev07: Revised program maximums to \$400k & \$1.5m. (8/10/22)

or in the data field and "Click", you
row and the pulldown list will appear.

call (785) 296-3861.

Project Types	Programs	Years
Grading	Surface Preservation (SP)	2025
Grading and Surfacing	Pavement Restoration (PR)	2026
Surfacing (Asphalt)	Geometric Improvement (GI)	2027
Surfacing (Concrete)		2028
Bridge(s)		2029
Fencing		2030
Seeding		2031
Sodding		2032
Roadside Improvement		2033
General Building		2034
Lighting		2035
Traffic Signalization		
Signing and Pavement Marking		
Culvert		
Guardrail		
Special		
Pedestrian/Bike Path		
Other		

RR Yes/No

Yes

No

Crossbucks

Flashing Lights

Flashing Lights and Gates

None

Counties

Allen
Anderson
Atchison
Barber
Barton
Bourbon
Brown
Butler
Chase
Chautauqua
Cherokee
Cheyenne
Clark
Clay
Cloud
Coffey
Comanche
Cowley
Crawford
Decatur
Dickinson
Doniphan
Douglas
Edwards
Elk
Ellis
Ellsworth
Finney
Ford
Franklin
Geary
Gove
Graham
Grant
Gray
Greeley
Greenwood
Hamilton
Harper
Harvey
Haskell
Hodgeman
Jackson
Jefferson
Jewell
Johnson

Kearny
Kingman
Kiowa
Labette
Lane
Leavenworth
Lincoln
Linn
Logan
Lyon
Marion
Marshall
McPherson
Meade
Miami
Mitchell
Montgomery
Morris
Morton
Nemaha
Neosho
Ness
Norton
Osage
Osborne
Ottawa
Pawnee
Phillips
Pottawatomie
Pratt
Rawlins
Reno
Republic
Rice
Riley
Rooks
Rush
Russell
Saline
Scott
Sedgwick
Seward
Shawnee
Sheridan
Sherman
Smith
Stafford

Stanton
Stevens
Sumner
Thomas
Trego
Wabaunsee
Wallace
Washington
Wichita
Wilson
Woodson
Wyandotte

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

CITY CONNECTING LINK IMPROVEMENT PROGRAM (CCLIP) APPLICATION

Program Category:	Pavement Restoration (PR)	
Program Fiscal Year:	2023	
Submittal Date:	4/13/2018	

Name of City:	Emerald
County of Project Location:	Johnson
Population of City:	2500
State Highway of Project:	K-10

Primary Contact Name and Title:	John Doe, City Engineer		
Contact Address:	123 Acme Way, Emerald City, KS 65555		
Phone:	(913) 555-1234		
E-mail Address:	Jdoe@xyz.org		
<u>Date of City Connecting Link (CCL) Resolution:</u>	2/1/1964		
Is the CCL resolution accurate?	<input type="checkbox"/> Yes, it matches our current city limits	<input checked="" type="checkbox"/> No, our city limits have changed	

Project Location:
Improve K-999 from the W. city limits of Emerald City to the E. city limits of Emerald City.
Project Scope:
Pavement rehabilitation, curb and gutter repair/replacement, storm sewer, and sidewalk.
Project Length: 3.142 miles

RR within 1/2 mile?	RR Company Name	No. of Tracks	Existing Crossing Protection
Yes	B&O Railroad	1	Crossbucks

Project Cost Estimate				
	Participating	Non-Participating	Total	Comments
Preliminary Engineering (Design)	\$ 80,000.00	\$ -	\$ 80,000.00	
CE (Inspection)	\$ 80,000.00	\$ -	\$ 80,000.00	
Right of Way	\$ 10,000.00	\$ -	\$ 10,000.00	***
Utility Adjustments	\$ -	\$ 15,000.00	\$ 15,000.00	
Construction Total	\$ 775,000.00	\$ -	\$ 775,000.00	
Grading	\$ 225,000.00	\$ -	\$ 225,000.00	
Surfacing (Asphalt)	\$ 325,000.00	\$ -	\$ 325,000.00	
Surfacing (Concrete)	\$ 100,000.00	\$ -	\$ 100,000.00	
Signing and Pavement Marking	\$ 50,000.00	\$ -	\$ 50,000.00	
Lighting	\$ 50,000.00	\$ -	\$ 50,000.00	
Seeding	\$ 25,000.00	\$ -	\$ 25,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
Total Estimated Project Cost	\$ 945,000.00	\$ 15,000.00	\$ 960,000.00	

Program Maximum:	\$ 1,500,000.00
Allowable Project Maximum:	\$ 1,578,947.37 to not exceed Program Maximum
Local Share Percentage:	5% KDOT Share Percentage: 95%

Local Match (5%)	\$ 47,250.00
Local Match over the Max	\$ -
Non-Participating	\$ 15,000.00

***** Participation is not eligible for this Program Category!**

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

CITY CONNECTING LINK IMPROVEMENT PROGRAM (CCLIP) APPLICATION

Program Category:	Pavement Restoration (PR)	
Program Fiscal Year:	2023	
Submittal Date:	4/13/2018	

Total Local Share	\$ 62,250.00
Total Requested from KDOT	\$ 897,750.00

Coordination Information:	
Describe any known KDOT or other projects that may need coordination:	
None.	
Has the proposed project been discussed or reviewed by any KDOT field staff? (Yes or No)	Yes
If so, who?	John Smith

Attachment Checklist:

- a. Project Map
- b. Detailed cost estimate

Completed applications should be emailed to:

KDOT.LPePlans@ks.gov

To confirm receipt, if you do not receive an email response, please follow up with a call to the Bureau of Local Projects at (785)

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

CITY CONNECTING LINK IMPROVEMENT PROGRAM (CCLIP) APPLICATION

Program Category:	Pavement Restoration (PR)	
Program Fiscal Year:	2026	
Submittal Date:	3/22/2023	

Name of City:	City of Westwood/Unifided Government
County of Project Location:	Johnson/Wyandotte
Population of City:	1739/154,545
State Highway of Project:	US 169 HWY

Primary Contact Name and Title:	John Sullivan, Director of Public Works, Westwood, KS	
Contact Address:	2545 W. 47th Street, Westwood, KS 66205	
Phone:	913-432-1550	
E-mail Address:	john.sullivan@westwoodks.org	
Date of City Connecting Link (CCL) Resolution:	7/19/1979	
Is the CCL resolution accurate?	<input checked="" type="checkbox"/> Yes, it matches our current city limits <input type="checkbox"/> No, our city limits have changed	

Project Location:
Intersection of US 169 HWY (Rainbow Boulevard) and W. 47th St/Ave
Project Scope:
Remove and replace existing concrete intersection, Handicap ramp on southwest corner of intersection. Remove and replace asphalt pavement.
Project Length: 0.013 miles

RR within 1/2 mile?	RR Company Name	No. of Tracks	Existing Crossing Protection

Project Cost Estimate				
	Participating	Non-Participating	Total	Comments
Preliminary Engineering (Design)	\$ 12,532.00	\$ -	\$ 12,532.00	
CE (Inspection)	\$ 18,798.48	\$ -	\$ 18,798.48	
Right of Way	\$ -	\$ -	\$ -	
Utility Adjustments	\$ -	\$ -	\$ -	
Construction Total	\$ 156,654.00	\$ -	\$ 156,654.00	
Grading	\$ -	\$ -	\$ -	
Surfacing (Asphalt)	\$ 4,320.00	\$ -	\$ 4,320.00	
Surfacing (Concrete)	\$ 152,334.00	\$ -	\$ 152,334.00	
Signing and Pavement Marking	\$ -	\$ -	\$ -	
Lighting	\$ -	\$ -	\$ -	
Seeding	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
Total Estimated Project Cost	\$ 187,984.48	\$ -	\$ 187,984.48	

Program Maximum:	\$ 1,500,000.00
Allowable Project Maximum:	\$ 2,000,000.00 to not exceed Program Maximum
Local Share Percentage:	25%
KDOT Share Percentage:	75%

Local Match (25%)	\$ 46,996.12
Local Match over the Max	\$ -
Non-Participating	\$ -

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

CITY CONNECTING LINK IMPROVEMENT PROGRAM (CCLIP) APPLICATION

Program Category:	Pavement Restoration (PR)	
Program Fiscal Year:	2026	
Submittal Date:	3/22/2023	

Total Local Share	\$ 46,996.12
Total Requested from KDOT	\$ 140,988.36

Coordination Information:	
Describe any known KDOT or other projects that may need coordination:	
This project is half in the City of Westwood and half in the Unified Government. Because the population of Westwood is 1,739 and the population of Unified Government is 154,545 I believe the Westwood portion has not cost to Westwood and the Unified Government would be responsible for there half or \$23,498.06. I believe this would change the local match to \$23,498.06 and the total requested from KDOT to \$164,486.40.	
Has the proposed project been discussed or reviewed by any KDOT field staff? (Yes or No)	No
If so, who?	

Attachment Checklist:

- a. Project Map
- b. Detailed cost estimate

Completed applications should be emailed to:

KDOT.LPePlans@ks.gov

To confirm receipt, if you do not receive an email response, please follow up with a call to the Bureau of Local Projects at (785)

Council Action Form

Meeting Date: December 12, 2024

Staff Contact: John Sullivan, Public Works Director

Agenda Item: 2026 Agreement with KDOT and the Unified Government for Pavement Reconstruction and Repair of the intersection at W. 47th Street and Rainbow Boulevard

Background / Description of Item

The intersection at W. 47th Street and Rainbow Boulevard is failing. The intersection is shared equally with the Unified Government and is also a KDOT highway US-169. The intersection is eligible for City Connecting Link Improvement Program (CCLIP) funding in 2026 which was applied for and approved by KDOT. Agreement No. 151-24 details the responsibilities for funding from KDOT.

Staff Comments/Recommendation

CCLIP funding for a community of our size means that the City of Westwood will not be responsible for the following costs to include design, construction and construction inspection unless the project exceeds the total cost of the funding allocated. The allocated funding is \$400,000. The UG is responsible for some costs of this project and in this case, they will be responsible for the engineering costs.

Suggested Motion

I move to authorize the Mayor to execute Agreement No. 151-24, Project No. 169-106 KA-7263-01, between the Secretary of Transportation, Kansas Department of Transportation and the City of Westwood, Kansas, and the Unified Government of Wyandotte County and Kansas City, Kansas, collectively.

PROJECT NO. 169-106 KA-7263-01
ACSTP-A726(301)
PAVEMENT RECONSTRUCTION AND REPAIR
CITY OF WESTWOOD, KANSAS
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY AND KANSAS CITY, KANSAS

PROJECT AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (“Secretary”) and the **City of Westwood, Kansas** (“Westwood”), the **Unified Government of Wyandotte County and Kansas City, Kansas** (“UG”), collectively, the “Parties.”

RECITALS:

- A. Westwood has applied for and the Secretary has approved a CCLIP (PR) Project, as further described in this Agreement.
- B. The CCLIP (PR) Project involves the intersection of US-169 and 47th Avenue, which borders Westwood and UG, therefore requiring this multiparty Agreement.
- C. The Secretary, Westwood, and UG are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of City Connecting Links of the State Highway System through Westwood and UG.
- D. Westwood desires to construct the Project on Rainbow Boulevard (US-169), a City Connecting Link for the State Highway System, which borders Westwood and UG.
- E. The Secretary desires to enter into an Agreement with the Westwood and UG to participate in the cost of the Project by use of local, state, and federal funds, or a combination thereof.
- F. This Agreement does not preclude Westwood and UG from making separate agreements together in authorizing, collaborating, or sharing their responsibilities in this Agreement to complete this project in a cohesive and timely manner.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS. These defined terms as used in this Agreement have the following designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, including those incorporated by reference, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **“CCLIP (PR/GI) Resurfacing Program”** means a City Connecting Link Improvement Program (CCLIP (PR/GI)) that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be one hundred percent (100%) for cities with a population between 0 to 2,499, ninety-five percent (95%) for cities with a population between 2,500 to 4,999, ninety percent (90%) for cities with a population between 5,000 to 24,999, eighty-five percent (85%) for cities with a population between 25,000 to 49,999, eighty percent (80%) for cities with a population between 50,000 to 99,999, and seventy-five percent (75%) for cities with a population equal to or greater than 100,000, up to a maximum of \$1,500,000.00 per fiscal year of state funds. The CCLIP (SP) Resurfacing Program is for contract maintenance only.
3. **“Westwood”** means the City of Westwood, Kansas, with its place of business at 4700 Rainbow Blvd., Westwood, Kansas 66205.
4. **“City Connecting Link”** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designated as part of the national system of Interstate and defense highways.
5. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
6. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.
7. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Project.
8. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
9. **“Design Plans”** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
10. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
11. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other

private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

12. **“Fiscal Year (FY)”** means the state’s fiscal year which begins July 1 and ends on June 30 of the following calendar year.
13. **“Geometric Improvements” or “GI”** means projects intended to address a safety, capacity, or operational need that can be addressed by changing the roadway geometrics. Examples of projects under this category include, but are not limited to, intersection reconstruction to reduce encroachments over the curb from off-tracking of turning trucks; addition or extension of turn lanes; widening of the roadway to accommodate larger vehicles; or sight distance improvements.
14. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.
15. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.
16. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
17. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
18. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
19. **“Pavement Restoration” or “PR”** means a project intended to address deficiencies in the road surface that are too extensive or expensive to be addressed by the measures under the CCLIP Surface Preservation (SP) category. Actions under this category could include full-depth pavement replacement of the entire driving surface or extensive pavement

rehabilitation. Other related improvements, such as curb and gutter repair/replacement, storm sewer, parking lanes, or sidewalk construction may be included.

20. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
21. **“Project”** means **pavement restoration or reconstruction, and ramp improvements, at the intersection of US-169 at W 47th Avenue intersection that borders Westwood, Kansas, and Kansas City, Kansas**, and is the subject of this Agreement.
22. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
23. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
24. **“Right of Way”** means the real property and interests therein necessary for the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
25. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.
26. **“Surface Preservation” or “SP”** means a fund category, previously known as KLINK, intended to address deficiencies in or extend the life of the driving surface.
27. **“UG”** means the Unified Government of Wyandotte County, Kansas and Kansas City, Kansas, with its place of business located at 701 N. 7th Street, Kansas City, KS 66101.
28. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all unforeseeable elements of cost within the defined project scope identified after the Construction phase commences (“Construction Contingency Items”). The Parties agree contributions are to be used for encumbrance purposes and may be subject

to change. **Westwood agrees to notify the Bureau of Local Projects if costs increase more than ten percent (10%) over the estimate.**

Party	Responsibility
Secretary	0% of Preliminary Engineering (PE) 100% of Participating Costs of Construction, and Construction Engineering (CE), not to exceed \$400,000.00.
Westwood	100% of Participating Costs of PE (see Art. II, 2, below) 0% of Participating Costs of Construction and CE until Secretary’s funding limit is reached. 100% of Costs of Construction and CE after Secretary’s funding limit is reached. 100% of Costs of Right of Way and Utility Adjustments. 100% Non-Participating Costs
UG	No Funding Responsibilities

2. **Westwood and UG Funding.** Westwood will be responsible for one hundred percent (100%) of PE. However, no provision within this Agreement shall preclude Westwood and UG from entering into a separate agreement regarding which of the two parties shall fund the PE.

ARTICLE III

SECRETARY RESPONSIBILITIES:

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

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

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

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

ARTICLE IV

WESTWOOD RESPONSIBILITIES:

1. **Secretary Authorization.** Westwood authorizes the Secretary to undertake the Project on its behalf. All things hereinafter done by the Secretary in connection with the Project are authorized, adopted, ratified, and confirmed by Westwood to the same extent and with the same effect as though done directly by Westwood acting in its own individual capacity. The Secretary is authorized by Westwood to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of state aid and the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** By his or her signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for Westwood to enter into this Agreement on its behalf. Westwood agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** Westwood shall be responsible to design or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, AASHTO A Policy on Geometric Design of Highways & Streets, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design’s road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Traffic Engineering’s Traffic

Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions required by the Secretary or by Westwood with the Secretary's concurrence, and with the rules and regulations of the FHWA pertaining to the Project. Westwood will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed ineligible or Non-Participating items by the Secretary for reimbursement purposes.

4. **Submission of Design Plans to Secretary.** Upon their completion, Westwood shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article IV, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

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

(a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(b) **Progress Reports.** Language requiring the Consultant to submit to Westwood (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) **Third-Party Beneficiary.** Language making the Secretary a third-party beneficiary in the agreement between Westwood and the Consultant. Such language shall read:

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

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

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

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

8. **Right of Way.** Westwood agrees to the following with regard to Right of Way within Westwood's jurisdiction:

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

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

requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

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

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

(e) Trails and Sidewalks on KDOT Right of Way. With regard to any bike or pedestrian paths or sidewalks (“Trail/Sidewalk”) constructed on state highway right of way, if any, pursuant to the Design Plans, Westwood agrees as follows:

- (i) City Responsible for Repairs and Providing Alternative Accessible Routes. Westwood agrees that the primary purpose of KDOT Right of Way is for the construction and maintenance of US-169. If the construction or maintenance of US-169 reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, Westwood shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of US-169 construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, Westwood will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.
- (ii) Interference with KDOT Right of Way. If the Secretary, in the Secretary’s sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, Westwood will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.
- (iii) Incorporation of Trail/Sidewalk into Local Transportation System. Westwood agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being

primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. § 771.135.

- (iv) **Maintenance.** When the Project is completed and final acceptance is issued, Westwood, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, Westwood will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of Westwood's absolute duty and obligation to maintain the Trail/Sidewalk.

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

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

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

11. **Utilities.** Westwood agrees to the following with regard to Utilities within Westwood's jurisdiction:

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

- (b) **Status of Utilities.** Westwood shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the

same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. Westwood will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. Westwood shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by Westwood as to when, prior to the scheduled Letting and Construction, Utilities will be moved. Westwood shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in Westwood's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. Westwood will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

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

(e) Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, Westwood will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

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

12. Hazardous Waste. Westwood agrees to the following with regard to Hazardous Waste within Westwood's jurisdiction:

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

Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

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

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

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

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

14. Traffic Control. Westwood agrees to the following with regard to traffic control for the Project within Westwood's jurisdiction:

(a) Temporary Traffic Control. Westwood shall provide a temporary traffic control plan within the Design Plans, which includes Westwood's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. Westwood's temporary traffic control plan must be in conformity with the latest version of the MUTCD, as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the

same. The Secretary or the Secretary's authorized representative may act as Westwood's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify Westwood of the determinations made pursuant to this section.

(b) **Permanent Traffic Control.** Westwood must ensure the location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

(c) **Parking Control.** Westwood shall prohibit parking of vehicles on Westwood Connecting Link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

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

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

16. **Remittance of Estimated Share.** Westwood shall either 1) deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities or, 2) provide billing and payment documentation to the Secretary of any Preliminary Engineering costs incurred by Westwood for the Project that Westwood has paid. If the total amount expended by Westwood for its Preliminary Engineering costs does not equal its total financial obligation, as described in Article II, then Westwood shall deposit with the Secretary the difference. If Westwood chooses to forego providing Preliminary Engineering documentation to the Secretary, Westwood will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by Westwood from the Secretary. The date indicated for Westwood to deposit its estimated share of the total Project expenses or provide Preliminary Engineering documentation is fifty (50) days after the Letting date.

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

18. **Audit.**

(a) **Audit Requirements for Federal Awards.** All local governmental units, state agencies or instrumentalities, non-profit organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as the “Supercircular”). The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

(b) **Agency Audit.** The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, Westwood will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by Westwood for items considered Non-Participating Costs, Westwood shall promptly reimburse the Secretary for such items upon notification by the Secretary.

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

20. **Cancellation by Westwood.** If Westwood cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. Westwood agrees to reimburse the Secretary within thirty (30) days after receipt by Westwood of the Secretary’s statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE V

UG RESPONSIBILITIES:

1. **Secretary Authorization.** UG authorizes the Secretary to undertake the Project on its behalf. All things hereinafter done by the Secretary in connection with the Project are authorized, adopted, ratified, and confirmed by UG to the same extent and with the same effect as though done directly by UG acting in its own individual capacity. The Secretary is authorized by UG to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of state aid and the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** By his or her signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for UG to enter into this Agreement on its behalf. UG agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

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

4. **Right of Way.** UG agrees to the following with regard to Right of Way within UG's jurisdiction:

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

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

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

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

(k) Trails and Sidewalks on KDOT Right of Way. With regard to any bike or pedestrian paths or sidewalks (“Trail/Sidewalk”) constructed on state highway right of way, if any, pursuant to the Design Plans, UG agrees as follows:

- (iii) City Responsible for Repairs and Providing Alternative Accessible Routes. UG agrees that the primary purpose of KDOT Right of Way is for the construction and maintenance of US-169. If the construction or maintenance of US-169 reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, UG shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of US-169 construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, UG will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.
- (iv) Interference with KDOT Right of Way. If the Secretary, in the Secretary’s sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, UG will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.
- (iii) Incorporation of Trail/Sidewalk into Local Transportation System. UG agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. § 771.135.
- (iv) Maintenance. When the Project is completed and final acceptance is issued, UG, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, UG will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of UG’s absolute duty and obligation to maintain the Trail/Sidewalk.

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

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

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

7. **Utilities.** UG agrees to the following with regard to Utilities within its jurisdiction:

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

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

(i) Time of Relocation. UG will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. UG shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by UG as to when, prior to the scheduled Letting and Construction, Utilities will be moved. UG shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in UG’s certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. UG will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

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

(k) Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, UG will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

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

8. Hazardous Waste. UG agrees to the following with regard to Hazardous Waste within UG's jurisdiction:

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

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

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

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

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

9. **Traffic Control.** UG agrees to the following with regard to traffic control for the Project within its jurisdiction:

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

(f) **Permanent Traffic Control.** UG must ensure the location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

(g) **Parking Control.** UG shall prohibit parking of vehicles on UG Connecting Link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

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

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

11. **Audit.**

(c) **Audit Requirements for Federal Awards.** All local governmental units, state agencies or instrumentalities, non-profit organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as the “Supercircular”). The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

(d) **Agency Audit.** The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, UG will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by UG for items considered Non-Participating Costs, UG shall promptly reimburse the Secretary for such items upon notification by the Secretary.

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

13. **Cancellation by UG.** If UG cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. UG agrees to reimburse the Secretary within thirty (30) days after receipt by UG of the Secretary’s statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE VI

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **City Connecting Link.** The Parties entered into an agreement covering routine maintenance of the City Connecting Link for portions of US-169 within the city limits. It is the Parties’ intention that the agreement for routine maintenance shall remain in full force and effect and the mileage set out in the City Connecting Link maintenance agreement is not affected by this Agreement.

3. **FHWA Approval.** Decisions as to what Project Costs are federal Participating Costs will be made by the Secretary in accordance with the requirements of the FHWA.
4. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.
5. **Project Modification.** Any of the following Project changes require Westwood and/or UG to send a formal notice to the Secretary for approval:
 - a. Fiscal year the Project is to be Let
 - b. Project length
 - c. Project location
 - d. Project scope

Items b, c, and d require an attached map to scale.

It is further mutually agreed during Construction, Westwood and UG shall notify the Secretary of any changes in the plans and specifications.

6. **Civil Rights Act.** The **Civil Rights Attachment**, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
7. **Contractual Provisions.** The Provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are incorporated into and made a part of this Agreement.
8. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.
9. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
10. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, Westwood, and UG, and their successors in office.
11. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

12. **Suspension and Debarment.** If the total value of this Agreement exceeds \$25,000.00, this Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and 1200. Therefore, Westwood and UG verify that neither it nor its principals or agents is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency. 2 C.F.R. § 200.214.

13. **Buy America Compliance.** The Parties agree to comply with the Buy America requirements of 23 CFR § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

14. **Prohibited Use of Certain Technologies.** All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds, if any, to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

15. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

16. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

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

ATTEST:

CITY OF WESTWOOD, KANSAS

CLERK (Date)

MAYOR (Date)

(SEAL)

ATTEST:

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY AND KANSAS
CITY, KANSAS

CLERK (Date)
Unified Government of Wyandotte County
and Kansas City, Kansas

ADMINISTRATOR (Date)
Unified Government of Wyandotte County
and Kansas City, Kansas

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

Civil Rights Act Attachment
Contractual Provisions Attachment (Form DA-146a)

**KANSAS DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS ACT ATTACHMENT**

PREAMBLE

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

CLARIFICATION

The term “Contractor” is understood to include the Contractor, the Contractor’s assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

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

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

State of Kansas
 Department of Administration DA-146a
 (Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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

Council Action Form

Meeting Date: December 12, 2024

Staff Contact: John Sullivan, Public Works Director

Agenda Item: Johnson County CARS 2025 Funding Agreement – Mission Road, W. 53rd Street to W. 47th Street

Background / Description of Item

Mission Road will undergo resurfacing and geometric improvements in 2025, including a two-inch mill and overlay and a Complete Streets redesign. This is a joint project with the City of Roeland Park and the City of Fairway. The total project cost is currently estimated to be \$2,814,432, with the total cost to Westwood estimated to be under \$472,347, ¹.

As a designated County Assistance Road System ("CARS") Program Road, this work on Mission Road qualifies for up to 50% financial assistance from Johnson County. Since the roadway is located within three jurisdictions, Westwood will be reimbursing the City of Roeland Park for the work performed within Westwood and for half of the street lighting costs of which most lay within the City of Roeland Park. Enclosed is the agreement for Johnson County CARS funding for the Mission Road work.

Staff Comments/Recommendation

The engineering/design phase for this project is wrapping up and we are currently reviewing the plans and working toward a December 18th letting (construction contract competitive bidding process). As such, the plans submitted to the cities in November illustrate the [pretty close to] final design for the project and highlights are presented in your packet materials for your information and for you to have an opportunity to ask questions about the project and what can be expected upon project construction and completion next year.

Budget Impact

Westwood has \$571,524 budgeted in the Capital Improvement (CIP) Fund for this project between 2024 design engineering and 2025 construction.

Suggested Motion

I move to authorize the Mayor to execute the Agreement between Johnson County, Kansas, and the City of Westwood, Kansas, for the 2025 Public Improvement of Mission Road, W. 53rd Street to W. 47th Street.

¹ This project is being funded by multiple partners including The City of Roeland Park, The City of Fairway and Johnson County.

**Agreement among Johnson County, Kansas,
the City of Roeland Park, Kansas,
the City of Westwood, Kansas, and the City of Fairway, Kansas,
for the Public Improvement of
Mission Road from 47th Street to 53rd Street
(320001515)**

THIS AGREEMENT, made and entered into this _____ day of _____, 202_, by and among the Board of County Commissioners of Johnson County, Kansas ("Board"), the City of Roeland Park, Kansas ("Roeland Park"), the City of Westwood, Kansas ("Westwood"), and the City of Fairway, Kansas ("Fairway"). Roeland Park, Westwood and Fairway are collectively referred to as the "Cities".

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public improvements to Mission Road from 47th Street to 53rd Street (the "Project"); and

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter into this Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-2908 and K.S.A. 68-169, and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the Board as an eligible project under the County Assistance Road System ("CARS") Program; and

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to execute any and all Agreements for County participation in any CARS Program project which has been approved and authorized pursuant to the CARS Program Policies and Administrative Procedures for the CARS Program, adopted by the Board and available on the Johnson County website (the "Policies and Procedures"), for which funding has been authorized and budgeted; and

WHEREAS, the governing body of Roeland Park did approve and authorize its Mayor to execute this Agreement by official vote of said body on the 2 day of December, 2024.

WHEREAS, the governing body of Westwood did approve and authorize its Mayor to execute this Agreement by official vote of said body on the _____ day of _____, 202_.

WHEREAS, the governing body of Fairway did approve and authorize its Mayor to execute this Agreement by official vote of said body on the _____ day of _____, 202_.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties agree as follows:

- 1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe, and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.

- 2. **Estimated Cost and Funding of Project**
 - a. The estimated cost of the Project ("Project Costs"), a portion of which is reimbursable under this Agreement is Two Million Eight Hundred Fourteen Thousand Four Hundred Thirty Two Dollars (\$2,814,432).
 - b. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.
 - c. The Project Costs shall be allocated between the parties as follows:
 - i. The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed One Million Two Hundred Eighty Three Thousand Dollars (\$1,283,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the Cities may be reimbursed through any source other than the general residents or taxpayers of the Cities. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:
 - 1. Land acquisition, right-of-way acquisition, or utility relocation;

2. Legal fees and expenses, design engineering services, Project administration, or financing costs;
3. Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
4. Project overruns;
5. Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and
6. Minor change orders which are not separately and specifically approved and authorized by the Director of Public Works & Infrastructure of Johnson County, Kansas ("Public Works Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the Policies and Procedures adopted by the Board.

It is further understood and agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.

- ii. The Cities shall pay One Hundred Percent (100%) of all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

3. **Financing**

- a. The Board shall provide financial assistance, as provided in Paragraph 2.c. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are on-hand in deposits of Johnson County, Kansas. This paragraph shall not be construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.
 - b. The Cities shall pay their portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing bodies of the Cities.

- 4. **Administration of Project.** The Project shall be administered by Roeland Park acting by and through its designated representative who shall be the Cities' public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:
 - a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the necessary costs and expenses of the Project Costs.
 - b. Submit a copy of the plans and specifications for the Project to the Public Works Director for review prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Public Works Director or his designee shall review the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
 - c. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City of Roeland Park. If the Project is located in more than one city, then the Project Administrator shall be responsible for determining proper publication. In the solicitation of bids, the appropriate combination of best bids shall be determined by the Project Administrator.
 - d. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.

- e. Submit to the Public Works Director a statement of actual costs and expenses, in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the month in which costs and expenses have been paid. The Public Works Director shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas (“Finance Director”), cause payment to be made to the Project Administrator of the Board's portion of the Project Costs within thirty (30) days after receipt of such statement or payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board make payment prior to construction or at times other than set forth in this subsection, the Public Works Director and Finance Director may authorize such payment.
- f. Except when doing so would violate a state or federal rule or regulation, cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Public Works Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all costs and expenses incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.c. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.

It is further understood and agreed by the City that to the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County

which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policies and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

In addition, the Cities shall, and hereby agree to, insert as a special provision of its contract with the general contractor ("Project Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

5. Acquisition of Real Property for the Project

- a. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- b. Each City shall be responsible for the acquisition of any real property, together with improvements thereon, located within such City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. Duration and Termination of Agreement

- a. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.b. hereinbelow. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The Project Administrator shall provide a copy of the Project Administrator's certification to both the Public Works Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.
- b. It is understood and agreed that the Public Works Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project. In the event that the Public Works Director determines that satisfactory progress is not being made on the Project due to one or both of the Cities' breach of this Agreement by not meeting the agreed upon project deadlines or otherwise not complying with the terms of this Agreement, the Public Works Director is authorized to notify the City that has breached the Agreement that it shall have thirty (30) days from receipt of such notification to take steps to cure the breach (the "Cure Period"). It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Public Works Director, that satisfactory progress is not being made on the Project and that the Cities have not taken sufficient steps to cure the breach during the Cure Period. Should the Board exercise its option as provided herein, it shall send written notice of the same to the Cities and the Board shall have no further liability or obligation under this Agreement.

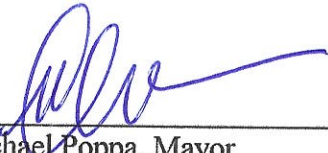
7. **Placing Agreement in Force.** The attorney for the Cities shall cause sufficient copies of this Agreement to be executed to provide each party hereto with a duly executed copy of this Agreement for its official records.

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

Board of County Commissioners of Johnson County, Kansas

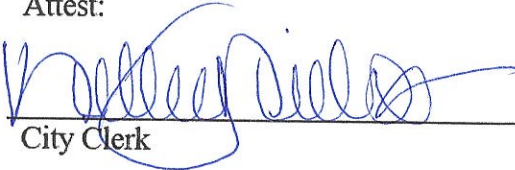
City of Roeland Park, Kansas

Mike Kelly, Chairman



Michael Poppa, Mayor

Attest:

Attest:



City Clerk

Lynda Sader
Deputy County Clerk

Approved as to form:

Approved as to form:

Scott Abbott
Assistant County Counselor



City Attorney

City of Westwood, Kansas

City of Fairway, Kansas

David E. Waters, Mayor

Melanie Hepperly, Mayor

Attest:

Attest:

City Clerk

City Clerk

Approved as to form:

Approved as to form:

City Attorney

City Attorney

Council Action Form

Meeting Date: December 12, 2024

Staff Contact: John Sullivan, Public Works Director

Agenda Item: Consider an agreement for the preliminary design for a Complete Streets Project on W. 47th Place utilizing Woodside CID2 proceeds

Background / Description of Item

West 47th 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 47th 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.

In order to secure CARS funding for a 2026 construction project, the City would need to submit an application and estimate of probable cost to the County in February 2025. The agreement before you with our City Engineer, UHL Engineering, is for preliminary design work to provide a realistic project figure for the CARS application. 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 Administrator has presented this information to Mr. Tanner and has informed him that in order to submit a funding application to the County by February 2025, the preliminary engineer and survey work quoted in the attachment from Uhl Engineering must be approved in December 2024 at the latest. Should City staff and Mr. Tanner not be able to agree on the City's use of CID2 proceeds for this engineering work, the City will delay this work another year or until the parties can come to an agreement.

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 preliminary design and survey work from the CID Fund, using CID2 funds. Should the City not receive the coordinated communication needed from Mr. Tanner, City staff does 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 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 Preliminary Design Agreement with UHL Engineering for the preliminary design of Complete Street improvements to W. 47th Place in the amount of \$52,535 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 _____, 2024, in Johnson County, Kansas, by and between the City of Westwood, Kansas (“City”), and Uhl Engineering, Inc. (“Professional”)

SECTION 1 – PROFESSIONAL’S DUTIES

Professional shall provide services pursuant to these Exhibits:

- Exhibit A – Project Limits**
- Exhibit B – Design Narrative**
- Exhibit C – Fee**

SECTION II – COMPENSATION

City shall pay Professional *Fifty-Two Thousand Five Hundred Thirty-Five (\$52,535)* on the basis and breakdown shown in **Exhibit C – Fee** 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.

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

5. 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.

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 Clerk

APPROVED AS TO FORM:

Ryan Denk
City Attorney

Professional:
Uhl Engineering, Inc.

By: _____

Title: President
Address: 7211 West 98th Terrace,
Suite 110
Overland Park, KS 66212

Exhibit A – Project Limits



Exhibit B - Design Narrative
47th Place Rehabilitation
City of Westwood, Kansas

(a) Preliminary Estimate of Construction Costs

Based on the scope as defined below, the deliverable to the City under this agreement shall be a Preliminary Estimate of Construction Cost that can be included in the submittal to Johnson county, Kansas for participation in the County Assistance Road System (CARS) program.

A Preliminary Plan shall accompany the Preliminary Estimate of Construction costs.

(b) Field Survey

Field survey work shall consist of gathering information on physical features along this street corridor and identifying property corners to the extent possible. Surveys shall extend beyond property lines as necessary to gather information on each property to establish details for any driveways including those to be removed and replaced. Topographic surveys shall be performed by a sub consultant(s) under this contract. Johnson County AIMS Mapping shall be used in conjunction with field surveys for the design of street and storm sewer rehabilitation to the extent possible. Construction staking is not included.

Note: The location of required easements will be noted on the Preliminary Plan, but no attempt to secure those easements are included in the Phase..

(c) Road Design

The road design for this segment will adhere to a 'complete street' cross section as defined by the City, including a standard sidewalk on the north side and a sidewalk or trail on the south side (pending available ROW). Investigative geotechnical engineering will be conducted to determine subsoil structural conditions and potential rock locations. The road section will specify asphalt courses (base and surface), and base rock thickness to be placed on a compacted soil subgrade and pavement markings. Street light layout with anticipated control equipment shall be located along the street. Light fixtures to match the fixtures most recently used at the new construction at the NE corner of Rainbow and 47th Place (a short pedestrian style fixture). Signage type and location shall be indicated.

We will notify necessary utilities of the proposed plans so that any anticipated upgrades can happen prior to or coinciding with the future construction.

The proposed design will be based on maintain the existing right-of-way width of fifty feet (50').

The proposed design may also include additional crosswalk(s), Rectangular Rapid Flash Beacons (RRFB) and/or raised crosswalks

(d) Storm Design

To the extent possible, the design will investigate reusing the existing storm sewer pipes and structures. However, if the roadway is relocated or the width reduced, it may not be possible to reuse any or all of the pipes or inlets. All storm drainage design shall meet the requirements of the American Public Works Association (Kansas City Metro Chapter).

(e) Sanitary Sewer Relocation

Based on preliminary research, there appear to be no sanitary sewers in conflict with the improvements / modifications being considered at this time. We will review the proposed storm system and note any conflicts requiring rerouting of the sanitary system including cost associated with those relocations. No design of the sanitary sewers will be done in this phase.

(f) Project Bidding

As this is Preliminary Engineering and Estimate of Construction Costs, there will be no bidding under this agreement.

(g) Final Design and Construction Phase Services

Project final design and construction will be deferred to mid / late 2025 & 2026 respectively, prior to that time a change order will be prepared and submitted to provide the required biddable Construction Documents and Construction Phase services.



Exhibit C: Fee
47th Place Rehabilitation
City of Westwood, Kansas

Meetings & Coordination	\$	4,975.00
Preliminary Road Design	\$	15,095.00
Preliminary Storm Drainage Design	\$	6,225.00
Preliminary Estimate of Construction Costs	\$	3,700.00
Sub Total	\$	29,995.00
Sub Consultants:		
Surveying	\$	10,500.00
Preliminary Street Light Design	\$	4,500.00
Geotechnical Engineering	\$	4,000.00
Preliminary Traffic Engineering	\$	3,540.00
Total	\$	52,535.00

Excluded Items:

- 1 Construction Drawings
- 2 Construction Phase Services
- 3 Sanitary Sewer Relocation or Modification
- 4 Projects Bidding Services
- 5 Preparation of Easements
- 6 Landscape Architecture design
- 7 Modifications to the floodway or floodplain, letters of map revision, conditional letters of map revision, or other analysis, modeling or study of FEMA designated floodplain or floodway.
- 8 Public infrastructure improvements beyond this corridor. If the City determines that other improvements are required, Uhl Engineering shall amend this contract/scope to include the services to design said improvement.



COUNCIL ACTION FORM

Meeting Date: December 12, 2024

Staff Contact: Ryan Denk

Agenda Item: Consider various agreements relating to redevelopment at and around 50th & Rainbow Blvd.

Background/Description of Item

On March 9, 2023, the City and Karbank Real Estate entered into a Funding and Exclusivity Agreement to explore Karbank's proposal to the Westwood City Council for redevelopment of the Rainbow Blvd. frontage between 50th and 51st Street, which property is owned by the City of Westwood. Following that initial presentation and Agreement execution, on June 8, 2023, the Shawnee Mission School District and the City of Westwood entered into a Purchase Agreement to leverage its option to purchase the former Westwood View Elementary School located at 2511 W. 50th St. and, that same night, the City of Westwood and Karbank entered into a Purchase Agreement for Karbank to acquire the City's Rainbow Blvd. frontage property parcels, subject to the terms of those agreements.

Thereafter, Karbank submitted an application for and received conditional approval in October 2023 from the Governing Body of the necessary associated rezoning, development plan, and platting to construct the mixed-use redevelopment project. Commensurate with the Governing Body's approval of these land entitlements, the City Council approved several documents setting out terms and conditions for the agreement between the City of Westwood and Karbank. These agreements included:

- a. Development Agreement;
- b. Donation Agreement (Covenants & Restrictions are set out in an exhibit to this document); and
- c. First Rights Agreement.

In December 2023, upon authority granted by the City Council at the November 9, 2023 regular City Council meeting, Mayor Waters executed amendments to such agreements to extend the contractual deadlines. On June 13, 2024, the City Council extended the agreements by way of a second amendment. Now again, extensions to such agreements are sought to lengthen the due diligence period prescribed for the City to convey to Karbank fee simple title to City-owned property located at 5000 Rainbow Blvd.

Staff Comments/Recommendation

Staff recommends that the City Council consider [re]approving the following slate of documents:

1. Third Amendment to Real Estate Purchase Agreement with Shawnee Mission School District for real property at 2511 W. 50th St.
2. Third Amendment to Real Estate Contract Modification Agreement with Karbank Holdings, LLC for real property at 5000 Rainbow Blvd. and 5050 Rainbow Blvd.
3. Second Amendment to Development Agreement with Karbank Holdings, LLC
4. Third Amendment to Funding and Exclusive Rights Agreement with Karbank Holdings, LLC

Budget Impact

All expenses incurred relating to these documents since the Governing Body's October 12, 2023 initial approvals have been borne by the City and funded from the General Overhead Department of the General Fund. These expenses are unbudgeted.

Suggested Motions

I move to authorize the Mayor to execute the Third Amendment to Real Estate Purchase Agreement with Shawnee Mission School District for real property at 2511 W 50th Street.

I move to authorize the Mayor to execute:

- *the Third Amendment to the Real Estate Contract Modification Agreement with Karbank Holdings LLC for real property at 5000 Rainbow Boulevard;*
- *the Second Amendment to Development Agreement with Karbank Holdings LLC; and*
- *the Third Amendment to Funding and Exclusive Rights Agreement with Karbank Holdings LLC.*

THIRD AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

THIS THIRD AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT (this "Amendment"), is made this _____ day of December, 2024 by and between the **CITY OF WESTWOOD, KANSAS**, a political subdivision organized and existing under the laws of the State of Kansas with a notice address of 4700 Rainbow Boulevard, Westwood, KS 66205 ("Buyer"), and **SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512**, a nonprofit unified school district organized and existing under the laws of the State of Kansas with a notice address of 8200 West 71st Street, Shawnee Mission, Kansas 66204 ("Seller") (Buyer and Seller may be collectively referred to as the "Parties").

RECITALS:

WHEREAS, Seller is the owner of those certain tracts, pieces or parcels of improved land in the City of Westwood, Johnson County, Kansas and legally described in **Exhibit "A"** annexed hereto and made a part hereof, comprising approximately 4.97 acres of land more or less (the "Land"), together with building thereon containing approximately 26,257 sq ft. (the "Building", together with the Land and all other improvements on the Land and all appurtenant easements and any other rights and appurtenances, and all right, title and interest of Seller in and to any streets, alleys, public ways or parking lots adjacent to the Land, and together with all strips and gores and all appurtenances, fixtures and other equipment attached to the Land or the Building, collectively the "Property"); and

WHEREAS, the Property is commonly known as 2511 West 50th Street, Westwood, Kansas 66205 and comprises Johnson County, Kansas parcels RP270000000008 (Quick Ref R168789) and RP300000010012A (Quick Ref R168897); and

WHEREAS, the Parties entered into a Real Estate Purchase Agreement dated June 8, 2023 relating to the sale of the Property ("Purchase Agreement");

WHEREAS, the Parties entered into an Amendment to Real Estate Purchase Agreement dated November 13, 2023 relating to the sale of the Property ("First Amendment");

WHEREAS, the Parties entered into a Second Amendment to Real Estate Purchase Agreement dated June 13, 2024 relating to the sale of the Property ("Second Amendment");

WHEREAS, the Parties now deem it necessary to further extend the due diligence and closing deadlines within the original Purchase Agreement as amended by the First Amendment and by the Second Amendment;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows and the following Sections of the original Purchase Agreement are amended as follows:

3.1 The consummation of the transaction contemplated hereby ("Closing") shall take place at 10:00 a.m. at the offices of the Title Company, on or before July 1, 2025 (the "Revised Closing Date"). All references in the original Purchase Agreement to "Closing Date" shall be defined as the "Revised Closing Date" as described herein.

3.2 During the time period beginning on the Effective Date until the date occurring thirty (30) days prior to the Revised Closing Date (such time period, the "Revised Due Diligence Period"), Buyer and its agents, contractors and invitees shall have the right to enter onto the Property from time to time through Closing, but only upon prior notice to and approval by Seller (which Seller shall not unreasonably withhold, condition or delay), for the purpose of inspecting the Property and making such investigations and tests as Buyer may require. If Buyer's inspections involve any physical disturbance of the Property, Buyer shall return the Property to the condition existing but for such inspections. Seller shall cooperate with Buyer in making the Property available for such investigations and tests during normal business hours, and Buyer shall indemnify and hold Seller harmless from and against any injury to persons or damage to property arising from such investigations.

3.3 If Buyer determines that Buyer does not wish to purchase the Property, for any reason or for no reason at all, in its sole and absolute discretion, then Buyer shall provide written notice ("Buyer's Termination Notice") to Seller on or before the expiration of the Revised Due Diligence Period. In the absence of the timely delivery of Buyer's Termination Notice, the inspection condition set forth in Section 3.2 hereof shall be deemed satisfied.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be executed as of the day and year first above written.

CITY OF WESTWOOD, KANSAS

as Buyer

By: _____
David E. Waters, Mayor

Date: _____

ATTEST:

By: _____
Abby Schneweis, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Ryan B. Denk, City Attorney

Date: _____

SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512

as Seller

By: _____

Date: _____

Printed Name: _____

Title: _____

Table of Exhibits

Exhibit A: Legal Description of the Land

EXHIBIT "A"
LEGAL DESCRIPTION OF THE LAND

Legal Description to the Developed by Survey

TRACT 1:

THE WEST TWO HUNDRED FIFTY-EIGHT AND ONE-TENTH (258.1) FEET OF THE SOUTH HALF (1/2) OF LOT EIGHT (8), HOMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, IN JOHNSON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

AND ALSO:

THE NORTH HALF OF LOT 8, HOLMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS EXCEPT THE EAST 286.58 FEET THEREOF, AND THE WEST 258.1 THEREOF.

AND ALSO:

ALL THAT PART OF THE EAST 286.58 FEET OF THE NORTH 1/2 OF LOT 8, HOLMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE AND 286.58 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH, ALONG A LINE 286.58 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 8, A DISTANCE OF 165.39 FEET, TO THE SOUTH LINE OF THE N 1/2 OF SAID LOT 8; THENCE EAST, ALONG THE SOUTH LINE OF THE N 1/2 OF SAID LOT 8, A DISTANCE OF 1.28 FEET, TO THE NORTHEAST CORNER OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS; THENCE NORTHEASTERLY, TO A POINT ON THE NORTH LINE AND 271.28 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 15.30 FEET, TO THE POINT OF BEGINNING.

EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS AND PUBLIC RIGHTS

OF WAY. TRACT 2:

ALL OF LOTS 4 THROUGH 14, BOTH INCLUSIVE, BLOCK 1, SWATZELL ADDITION, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS.

TRACT 3:

THE EAST 112.3 FEET OF THE NORTH HALF OF LOT 9, HOLMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS.

TRACT 4:

ALL OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, EXCEPT THE FOLLOWING TRACT OF LAND:

ALL THAT PART OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION OF LAND IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTHEASTERLY, ALONG THE EASTERLY LINE OF SAID LOT 12, TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTHWESTERLY, ALONG THE SOUTHERLY LINE OF SAID LOT 12, A DISTANCE OF 16.87 FEET THENCE NORTHWESTERLY, TO THE POINT OF BEGINNING.

THIRD REAL ESTATE CONTRACT MODIFICATION AGREEMENT

THIS AGREEMENT, made as of December __, 2024 (this "Agreement"), between **KARBANK HOLDINGS LLC**, a Delaware limited liability company ("Buyer"); and **CITY OF WESTWOOD, KANSAS**, a political subdivision organized and existing under the laws of the State of Kansas ("Seller"),

W-I-T-N-E-S-S-E-T-H:

WHEREAS, pursuant to that certain Real Estate Purchase Agreement, dated June 8, 2023 (as amended by a Real Estate Contract Modification Agreement, dated December 1, 2023 and by a Second Real Estate Contract Modification Agreement dated as of June 13, 2024, the "Contract"), between Buyer and Seller, Buyer agreed to purchase, from Seller, those certain parcels of real property (the "Property") described in the Contract and located on or near Rainbow Boulevard between 50th and 51st Street in Westwood, Kansas; and

WHEREAS, pursuant to Section 3.2 of the Contract, Buyer's due diligence deadline under the Contract (the "Due Diligence Deadline") is January 3, 2025, and pursuant to Section 3.1 of the Contract, closing under the contract ("Closing") is scheduled for February 3, 2025 (the "Closing Date"); and

WHEREAS, Buyer and Seller wish to extend the Due Diligence Deadline and the Closing Date in order to allow Seller to fulfill certain conditions to Closing and in order to allow Buyer certainty regarding Seller's ability to close under the Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Buyer and Seller hereby agree as follows (a capitalized term contained herein but not defined herein shall have the meaning ascribed to it in the Contract, and in the event of any conflict between the terms of the Contract and the terms of this Agreement, the terms of this Agreement shall control):

1. **Ratification of the Contract.** Buyer and Seller hereby confirm that the Contract remains in full force and effect subject, however, to the terms and conditions of this Agreement.
2. **Extension of the Due Diligence Deadline and the Closing Date.** The Due Diligence Deadline is hereby extended to May 30, 2025 and the Closing Date is hereby extended to July 1, 2025.
3. **Counterparts; Facsimile Execution and Delivery.** This Agreement may be executed in several counterparts, each of which shall be deemed an original. Such counterparts shall constitute but one and the same instrument. This Agreement may be executed and delivered by the

electronic transmission of signatures, each of which shall be deemed to be an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the day and year first above written.

BUYER: KARBANK HOLDINGS LLC

By: _____
Neil D. Karbank, a Manager

Date: December __, 2024
Time:

CITY OF WESTWOOD, KANSAS
as Seller

By: _____
David E. Waters, Mayor

Date: December __, 2024
Time:

ATTEST:

By: _____
Abby Schneweis, City Clerk

APPROVED AS TO FORM:

By: _____
Ryan Denk, City Attorney

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of December __, 2024 (this “Agreement”), between **KARBANK HOLDINGS LLC**, a Delaware limited liability company (“Developer”); and **CITY OF WESTWOOD, KANSAS**, a political subdivision organized and existing under the laws of the State of Kansas (“Westwood”),

W-I-T-N-E-S-S-E-T-H:

WHEREAS, pursuant to that certain Development Agreement, dated December 1, 2023 (as amended by an Amendment to Development Agreement dated as of June 13, 2024, the “Development Agreement”), between Developer and Westwood, Developer and Westwood agreed on a plan (the “Development Plan”) for certain parcels of real estate located in Westwood, Kansas (such parcels are collectively the “Property”); and

WHEREAS, the Development Plan sets forth the understandings between Westwood and Developer as to the Development Plan’s intent, timeline, milestones, considerations and other matters as to Developer’s and Westwood’s acquisition and ultimate use of the Property; and

WHEREAS, Developer has acquired a portion of the Property and has undertaken steps and has achieved several approvals, from Westwood, including approval of the Rezoning, the Replatting, the Preliminary Development Plan and the Final Development Plan (each as defined in the Development Agreement); and

WHEREAS, one or more citizens of Westwood have sought, in Johnson County, Kansas District Court case #24CV272 and Kansas Court of Appeals case 24-127371-A (collectively with any subsequent appeal or proceeding, the “Litigation”) to prohibit Westwood from conveying, to Developer, a portion of the Property known as the “Joe Dennis Parcel”, and the Litigation has in fact impaired Westwood’s ability to convey, to Developer, marketable fee simple title to the Joe Dennis Parcel; and

WHEREAS, since the Litigation has further delayed the Development Plan, Developer and Westwood wish to revise certain dates contained in Development Agreement so that the Development Plan can proceed once the Litigation has been completed and Westwood is able to convey the Joe Dennis Parcel to Developer.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Developer and Westwood hereby agree as follows (a capitalized term contained herein but not defined herein shall have the meaning ascribed to it in the Development Agreement, and in the event of any conflict between the terms of the Development Agreement and the terms of this Agreement, the terms of this

Agreement shall control):

1. **Ratification of the Development Agreement.** Developer and Westwood hereby confirm that the Development Agreement remains in full force and effect subject, however, to the terms and conditions of this Agreement.

2. **Extension of the Certain Deadlines.** Certain deadlines contained in the Development Agreement are hereby revised as follows (section numbers refer to the Development Agreement's sections):
 - **1.1.13.1 Development commencement:**
January 31, 2027
 - **2.1.1 Funding of School District Parcels acquisitions:**
May 19, 2025
 - **2.1.2 Funding of Rushton School demolition:** August 4, 2025
 - **8.2 Deadline for abandonment of the Development Plan:** May 19, 2025

3. **Counterparts; Facsimile Execution and Delivery.** This Agreement may be executed in several counterparts, each of which shall be deemed an original. Such counterparts shall constitute but one and the same instrument. This Agreement may be executed and delivered by the electronic transmission of signatures, each of which shall be deemed to be an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Developer and Westwood have executed this Agreement as of the day and year first above written.

DEVELOPER: KARBANK HOLDINGS LLC

By: _____
Neil D. Karbank, a Manager

CITY OF WESTWOOD, KANSAS

By: _____
David E. Waters, Mayor

Date: December __, 2024

ATTEST:

By: _____
Abby Schneweis, City Clerk

APPROVED AS TO FORM:

By: _____
Ryan Denk, City Attorney

**THIRD AMENDMENT TO
FUNDING AND EXCLUSIVE RIGHTS AGREEMENT**

THIS AGREEMENT, made as of December __, 2024 (this “Agreement”), between **KARBANK HOLDINGS LLC**, a Delaware limited liability company (“Developer”); and **CITY OF WESTWOOD, KANSAS**, a political subdivision organized and existing under the laws of the State of Kansas (“Westwood”),

W-I-T-N-E-S-S-E-T-H:

WHEREAS, pursuant to that certain Funding and Exclusive Rights Agreement, dated March 9, 2023 (as amended December 1, 2023 and June 13, 2024, the “Funding Agreement”), between Developer and Westwood, Westwood and Developer undertook certain obligations in connection with the planning, zoning, subdivision and certain matters concerning certain parcels of real property (the “Property”) described in the Funding Agreement and located on or near Rainbow Boulevard between 50th and 51st Street in Westwood, Kansas (such activities are collectively the “Project”); and

WHEREAS, pursuant to Section 5 of the Funding Agreement, as amended, the Funding Agreement’s term (the “Term”) shall expire on March 9, 2025 (the “Expiration Date”); and

WHEREAS, one or more citizens of Westwood have sought, in Johnson County, Kansas District Court case #24CV272 and in Kansas Court of Appeals case 24-127371-A (collectively with any subsequent appeal or proceeding, the “Litigation”) to prohibit Westwood from conveying, to Developer, a portion of the Property known as the “Joe Dennis Parcel”, and the Litigation has in fact impaired Westwood’s ability to convey, to Developer, marketable fee simple title to the Joe Dennis Parcel; and

WHEREAS, because the Litigation has further delayed the Project, Developer and Westwood wish to revise certain dates contained in Funding Agreement so that the Project can proceed once the Litigation has been terminated and Westwood is able to convey, to Developer, the Joe Dennis Parcel; and

WHEREAS, Sections 2 and 3 of the Funding Agreement provide for Developer’s payment or reimbursement of Westwood’s expenses incurred in connection with the Project, and Westwood and Developer wish to confirm that Westwood’s expenses incurred in connection with confirming Westwood’s ability to convey title to all or part of the Property, including without limitation any and all of

Westwood's attorneys' fees and costs associated with the Litigation, shall be borne exclusively by Westwood and not by Developer.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Developer and Westwood hereby agree as follows (a capitalized term contained herein but not defined herein shall have the meaning ascribed to it in the Funding Agreement, and in the event of any conflict between the terms of the Funding Agreement and the terms of this Agreement, the terms of this Agreement shall control):

1. Ratification of the Funding Agreement Estoppel.

- 1.1** Developer and Westwood hereby confirm that the Funding Agreement remains in full force and effect subject, however, to the terms and conditions of this Agreement.
- 1.2** Developer confirms that to the best of its knowledge, Westwood has fulfilled all of its obligations under the Funding Agreement and that as of this date hereof there are no defenses, offsets or counterclaims which Developer has against the enforcement of the Funding Agreement by Westwood.
- 1.3** Westwood confirms that Developer has timely paid all sums billed to date to Developer pursuant to Sections 2 and 3 of the Funding Agreement, and Westwood confirms that to the best of its knowledge, Developer has fulfilled all of its obligations under the Funding Agreement and that as of this date hereof are no defenses, offsets or counterclaims which Westwood has against the enforcement of the Funding Agreement by Developer.

2. Extension of the Expiration Date. Pursuant to Section 5(b) of the Funding Agreement, the Expiration Date is hereby extended to September 9, 2025.

3. Matters Concerning Title to the Property or Authority to Convey Title. Westwood hereby confirms that Westwood, and not Developer, shall continue to bear all of the costs and expenses of assuring that Westwood can convey marketable fee simple title, to Developer, in the Property, including (without limitation) by undertaking to completion any and all statutory procedures or litigation, including without limitation the Litigation, which would confirm Westwood's ability to convey marketable fee simple title to the Property.

4. **Counterparts; Facsimile Execution and Delivery.** This Agreement may be executed in several counterparts, each of which shall be deemed an original. Such counterparts shall constitute but one and the same instrument. This Agreement may be executed and delivered by the electronic transmission of signatures, each of which shall be deemed to be an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Developer and Westwood have executed this Agreement as of the day and year first above written.

KARBANK HOLDINGS LLC

By: _____
Neil D. Karbank, a Manager

CITY OF WESTWOOD, KANSAS
as Westwood

By: _____
David E. Waters, Mayor

ATTEST:

By: _____
Abby Schneweis, City Clerk

APPROVED AS TO FORM:

By: _____
Ryan Denk, City Attorney

Date: _____, 2024
Time: