

**MERRIAM CITY COUNCIL AGENDA
CITY HALL
9001 WEST 62ND STREET
April 8, 2019
7:00 P.M.**

<p>If you require any accommodation (i.e. qualified interpreter, large print, reader, hearing assistance) in order to attend this meeting, please notify the Administrative Office at 913-322-5500 no later than 24 hours prior to the beginning of the meeting.</p>
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I. CALL TO ORDER - PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. PUBLIC ITEMS

Members of the public are encouraged to use this time to make comments about matters that do not appear on the agenda. Comments about items on the regular agenda will be taken as each item is considered. ***Please note: individuals making Public Comments will be limited to 5 minutes.***

IV. CONSENT AGENDA

All items listed under the heading are considered to be routine by the City Council and may be enacted by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which case that item will be removed from the Consent Agenda and considered separately.

1. Consider approval of the minutes of the City Council meeting held March 25, 2019.

V. MAYOR'S REPORT

1. Stuart Little - Legislative Update.
2. Fire Department Annual Report.
3. National League of Cities report - Councilmember Neal

VI. COUNCIL ITEMS

A. Finance and Administration

1. Consider approval of an ordinance authorizing the sale, consumption and possession of alcoholic liquor during the Merriam Drive Live Special Event.

2. Consider approval of an ordinance renewing the franchise with Unite Private Networks. (first reading)
3. Community Center Update.
4. Monthly Finance Report.

B. Community Development/Public Works/CIP

1. CIP Update.

VII. STAFF ITEMS

VIII. NEW BUSINESS

IX. EXECUTIVE SESSION

X. ADJOURNMENT

Respectfully submitted,

Juliana Pinnick

Juliana Pinnick
City Clerk

**MERRIAM CITY COUNCIL MINUTES
CITY HALL
9001 WEST 62ND STREET
March 25, 2019
7:00 P.M.**

I. CALL TO ORDER - PLEDGE OF ALLEGIANCE

Mayor Ken Sissom called the meeting to order at 7:00 pm.

II. ROLL CALL

Scott Diebold
Al Frisby
Chris Evans Hands
Nancy Hupp
Bryan Knaff
David Neal
Bob Pape

Staff present: Chris Engel, City Administrator; Meredith Hauck, Assistant City Administrator; Nicole Proulx Aiken, City Attorney; Todd Allen, Acting Police Chief; Anna Slocum, Parks and Recreation Director; Cindy Ehart, Finance Director; Jenna Gant, Communication and Public Engagement Manager; Bryan Dehner, Fire Chief; Bryan Dyer, Community Development Director and Juli Pinnick, City Clerk.

III. PUBLIC ITEMS

Members of the public are encouraged to use this time to make comments about matters that do not appear on the agenda. Comments about items on the regular agenda will be taken as each item is considered. ***Please note: individuals making Public Comments will be limited to 5 minutes.***

There were no Public Comments.

IV. CONSENT AGENDA

All items listed under the heading are considered to be routine by the City Council and may be enacted by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which case that item will be removed from the Consent Agenda and considered separately.

1. Consider approval of the minutes of the City Council Meeting held March 11, 2019.

2. Consider the acceptance of easements dedicated on Merriam Pointe Seventh Plat at 7050 W. Frontage Road - located in a PUD-G (Planned Unit Development-General) District.

COUNCILMEMBER HANDS MOVED THAT THE COUNCIL APPROVE CONSENT AGENDA ITEMS 1-2. COUNCILMEMBER HUPP SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

V. PLANNING COMMISSION

1. Consider approval of a Change in Use for 6209 Grandview Street - located in a PUD-G (Planned Unit Development-General) District.

Community Development Director Bryan Dyer provided the background for this item.

The applicant and property owner, David Johnson, is in the process of completing the sale of 6209 Grandview Street to Group 1 Automotive. Group 1 Automotive owns the adjacent Baron BMW and Mini automobile dealerships and is representing the property owner for this application.

The applicant is requesting approval of a change in use to add automotive sales and service (no outside service) as an approved use to the subject property's PUD-G zoning. Group 1 Automotive intends to utilize the property as part of the Baron BMW and Mini dealerships. At this time, no changes are proposed for the existing building. The submitted plan adds additional landscaping and irrigation to the property.

On March 6, 2019, the Planning Commission held a public hearing, there were no comments, and based on information supplied by the applicant, as well as the criteria outlined in the Merriam Code and Kansas law as outlined in the Planning Commission Staff Report, unanimously recommended approval of the rezoning and associated preliminary development plan.

COUNCILMEMBER HANDS MOVED THAT THE COUNCIL CONCUR WITH THE PLANNING COMMISSION'S RECOMMENDATION AND APPROVE, WITH CONDITIONS, THE REQUEST FOR CHANGE IN USE TO ADD THE USE OF AUTOMOBILE SALES AND SERVICE TO THE PLANNED UNIT DEVELOPMENT-GENERAL DISTRICT AND THE ASSOCIATED DEVELOPMENT PLAN FOR 6209 GRANDVIEW STREET, AND AUTHORIZE THE MAYOR TO SIGN THE EFFECTUATING ORDINANCE. COUNCILMEMBER DIEBOLD SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

VI. MAYOR'S REPORT

1. Presentation of the American Council of Engineering Companies of Kansas (ACEC-KS) Engineering Excellence Award for Johnson Drive to Merriam city limits.

Rick Worhl, National Director, American Council of Engineering Companies of Kansas, commented that the Johnson Drive Project was selected for the award based on 5 criteria and evaluated projects across the state based on those criteria. The 5 criteria include uniqueness and innovation, innovative application of existing technologies, enhanced public awareness, socio-economic and sustainable development, complexity of the project and successful fulfillment of the need.

The Johnson Drive project scored high in all areas but, really excelled in the enhanced public awareness. Communication with the public included a robust communication plan including press releases with specific detour maps, communication with businesses to help customers reach the businesses during construction, message boards to alert drivers to changing traffic patterns, two public meetings, and several individual meetings with residents and business owners along the corridor. The result of this comprehensive effort was that there were no complaints received during the construction of the project.

The complexity category was the second category the committee noted. The committee acknowledged that the variety of stakeholders of the project including residential and business owners along the project area elevated the complexity of the project. Most properties along the corridor have direct access to Johnson Drive that would be very disruptive during a construction project, if the project lasted a long time. This project was limited to 14 days and the Johnson/ Merriam Drive intersection was open to north and south bound traffic in less than 7 days. Part of the construction phasing plan utilized an alley to allow access to businesses during construction at the east end of the project.

The improvements enhance the western gateway to Merriam by enhancing safety, enhancing the look and feel of the corridor and providing a catalyst for economic growth. One of the most important elements of the \$1.4 million project is that it came in 10% under budget.

Mr. Wohrl presented the award to Mayor Sissom, CIP Project Coordinator Carl Sanders and project engineer Kristin Leathers.

Fire Chief Bryan Dehner announced that Fire Captain Chris Palmer will be taking over the duties of Captain Doug Crockett who retired after 32 of service. Chief Dehner provided a short bio for Captain Palmer and introduced him to the council.

VII. COUNCIL ITEMS

A. Finance and Administration

1. Consider approval of an ordinance amending sections of the Merriam City Code concerning alcoholic liquor and cereal malt beverages (CMBs).

COUNCILMEMBER HANDS MOVED THAT THE COUNCIL APPROVE AN ORDINANCE AMENDING THE CITY CODE REGARDING ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGES. COUNCILMEMBER HUPP SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

2. Consider approval of an ordinance authorizing the sale, consumption and possession of alcoholic liquor during the Merriam Drive Live Special Event.(first reading)

Parks and Recreation Director Anna Slocum provided the background for this item.

Merriam Drive Live debuted in 2018 as a new event in downtown Merriam. The goal of the event is to provide an opportunity to build community among residents as well as provide an example of how the land at 5701 Merriam Drive could be utilized. Although weather was less than desirable in 2018, event organizers implemented a weather plan that proved successful for the 325 enthusiastic attendees. This year, the event is scheduled for Saturday, October 5 from 11 am – 6 pm with two stages featuring a variety of musical performances, children’s activities, yard games, food trucks and a Kansas licensed caterer serving beer and wine. In order for beer and wine to be sold and participants not be confined to a specific space, an ordinance is required to allow the sale, consumption and possession of alcoholic liquor on streets and sidewalks within the boundaries permitted. The boundaries, outlined, were displayed.

There will be one change to the ordinance being considered, as there is a change in legislation at the state level going on that will change the statute number listed in the agenda material. At the next meeting, which will be the second reading, that information will be updated to reflect changes at the state level.

Councilmember Frisby inquired about other cities events and if those events sell alcohol where children also attend the events.

Director Slocum commented that many area cities host family events where alcohol is served.

Mayor Sissom asked if there were any issues last year regarding the alcohol sales and families.

Director Slocum commented that while last year the attendance was not as expected due to rainy weather, she was unaware of any alcohol issues related to the event. The event caterer, who sells and serves the alcohol has very strict guidelines regarding alcohol sales and she did not hear any reports of any issues from the caterer or the police department who had officers at the event.

3. Consider approval of waiving the Caterers License fee for Merriam Drive Live vendor.

Parks and Recreation Director Anna Slocum provided the background for this item.

The City Code allows for the license fee for a caterer license to be waived for a City sponsored and funded event. The caterer's license is a \$500 license and the caterer would be selling alcoholic liquor for the Merriam Drive Live event.

Councilmember Hands commented that it seems a little soon to be approving this item before the ordinance is approved.

Director Slocum indicated that the item could be moved to the April 8th meeting if desired.

COUNCILMEMBER HANDS MOVED THAT THE COUNCIL WAIVE THE LICENSE FEE AS ALLOWED BY MERRIAM CITY CODE SECTION 5-191 AND 192 WHICH ALLOWS FOR WAIVING THE LICENSE TAX ASSOCIATED WITH A CATERER'S LICENSE FOR A CITY SPONSORED AND FUNDED EVENT. COUNCILMEMBER HUPP SECONDED AND THE MOTION WAS APPROVED. COUNCILMEMBER FRISBY VOTED NAY.

4. Consider approval to authorize the creation and hiring of a Facility Operation Supervisor position.

Parks and Recreation Director Anna Slocum provided the background for this item.

The maintenance needs of the new community center facility will be considerably different from the current facility. The location of the new facility expands the municipal campus. Maintenance is a shared need, which led to the exploration of restructuring City-wide building maintenance. Currently, the existing community center has two full-time facility maintenance workers budgeted within the Parks and Recreation budget. Public Works has one full-time staff member dedicated to City Hall, Visitors Bureau and Police Department.

The concept of combining into one work force, in one department, would provide for an efficiency of labor and resources. The creation of this position will eliminate a vacant facility maintenance position within the Parks and Recreation Department. The new position will be part of the Public Works department and will exercise supervision over the Facility Maintenance staff, Landscape Technician and contract laborers. The general purpose will be to perform a variety of professional, technical and skilled duties in monitoring City-wide facility maintenance operations. The salary range for this position will be \$49,431 – \$74,146 plus benefits. Annual cost of salaries and benefits is estimated to be \$72,320. (Previous years \$55,000 has been budgeted in salaries/benefits in Parks and Recreation.)

The goal is to fill the position by the end of summer to allow time to learn existing facility systems before the installation of systems begins in the new community center. The supervisor can assist with the creation of maintenance and equipment replacement plans to help maximize their life expectancies.

COUNCILMEMBER HUPP MOVED THAT THE COUNCIL AUTHORIZE THE CREATION AND HIRING OF A FACILITY OPERATIONS SUPERVISOR POSITION. COUNCILMEMBER KNAFF SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

5. Consider approval of budget adjustments from Parks & Recreation and General Fund Contingency to Public Works.

Parks and Recreation Director Anna Slocum provided the background for this item.

With the creation of the Facility Operations Supervisor and authorization to hire this position in 2019, it is necessary to identify a funding source. The expected hiring range is \$49,431 – \$54,374 plus benefits. The total requested budget adjustment for the remainder of 2019 is \$37,500.

Since the position will eliminate the vacated facility maintenance position budgeted for the current fiscal year in Parks and Recreation budget, there is some funding available within this salary line for the new position. The budget adjustment form included in the agenda packet proposes funds be transferred from two sources:

First, a transfer of funds from Parks and Recreation salaries/benefits to Public Works salaries/benefits. Second, the remaining funds be transferred from General Fund Contingency to Public Works salaries/benefits. The Finance Director has reviewed and City Administrator have approved this budget adjustment.

COUNCILMEMBER FRISBY MOVED THAT THE COUNCIL APPROVE THE BUDGET ADJUSTMENT OF \$23,000 FROM PARKS AND REC SALARIES/BENEFITS AND \$14,500 FROM GENERAL FUND CONTINGENCY TO PUBLIC WORKS SALARIES/BENEFITS. COUNCILMEMBER PAPE SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

B. Community Development/Public Works/CIP

1. Consider approval of a Professional Services Agreement (PSA) with Confluence for Comprehensive Plan updates.

Community Development Director Bryan Dyer provided the background for this item. The Five Year Capital Improvement Program (CIP) budgets \$250,000 for the updating of the Merriam Comprehensive Land Use Plan. The allocation is \$125,000 for 2019 and \$125,000 for 2020.

To initiate this project, the City published a Request for Proposal (RFP) for services related to updating the comprehensive plan. The city received six responses to the RFP. A Selection Group consisting of Brian Knaff, Council Member; Bill Bailey, Planning Commissioner; Chris Engel, City Administrator; Holland Schellhase, Administration Intern; John Hollis, Planner; and Bryan Dyer, Community Development Director, reviewed and rated the responses.

Following the review and rating the responses the Selection Group identified three firms to interview. Four of members of the Selection Group (Brian Knaff, Chris Engel, John Hollis, and Bryan Dyer) conducted the interviews. Following the interviews, the Selection Group identified

Confluence as the firm it would recommend to the City Council to perform the Comprehensive Plan Update.

The recommendation is based a number of factors, including Confluence's project team, methodology and approach and their experience with Comprehensive Plans, the City of Merriam, and the Kansas City Metro area.

The City has worked with Confluence on several projects in the past, so staff was familiar with their work.

Councilmember Hands asked Councilmember Knaff to provide any additional feedback on the selection process.

Councilmember Knaff commented that it was a good process and all six submittals were competent. He personally spent a lot of time going through the resumes. Two firms really stood out from the competition and Confluence was the selected company based on prior experience and their plan to have a very interaction website to reach out to folks that may not be able to attend the public meetings.

COUNCILMEMBER KNAFF MOVED THAT THE COUNCIL CONCUR WITH THE SELECTION GROUP'S RECOMMENDATION TO ENGAGE CONFLUENCE FOR PROFESSIONAL SERVICES RELATED TO THE UPDATING OF THE MERRIAM COMPREHENSIVE LAND USE PLAN AND AUTHORIZE THE MAYOR TO SIGN THE PROFESSIONAL SERVICES AGREEMENT. COUNCILMEMBER HANDS SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

2. Presentation on Merriam Town Center allowable uses.

Mayor Sissom commented that he asked the Community Development Director to provide this information to the council as he has had many inquiries from the public asking to get certain businesses in the center. They also had concerns about other types of businesses location in the center. Residents don't always understand that the city has very little power to bring businesses into a city. Merriam Town Center is privately owned and leased by the owner and while we may want a certain business in the center it is ultimately the owner and leasing agent of the center that can bring businesses to the center.

Community Development Director Bryan Dyer presented information on allowable uses for businesses in Merriam Town Center. Mr. Dyer explained that there are two factors that dictates the types of businesses allowed in Merriam Town Center. The first factor is the City Code which is related to the zoning of a property. Merriam Town Center is zoned Planned Unit Development General (PUD-G). PUD-G zoning does allow the planning commission and council to place additional restrictions on properties during

the re-zoning process, if desired. For Merriam Town Center, no additional city restrictions were placed on the zoning. Zoning violations are enforced by the city.

In addition to allowable uses under the City zoning code, developments can have their own Private Reciprocal Easement and Operation Agreement (REA). An REA is similar to a homeowners association's covenants and restrictions. An REA can be amended and it is not required to notify the city if the REA is changed. Merriam Town Center has a REA document that is very large and very complex.

The REA for Merriam Town Center has specific restrictions for certain buildings and sites that do not apply to the center as a whole. There are a few buildings within the site that are owned by the tenant and those owned building have certain restrictions. The out lots have certain restrictions that the interior main buildings do not, which makes the REA a rather complicated document.

Mr. Dyer displayed a list of allowable uses under the current PUD-G zoning for Merriam Town Center. He then displayed a list of REA restricted uses. The REA allows for amendments which require certain anchor tenants to agree to before it can be amended. Mr. Dyer noted that while some sites and buildings are tenant owned, the majority of the center is owned by Site Development which was formerly DDR. The ownership of the center has not changed, just the name.

City Administrator Chris Engel commented that this information is very helpful to help the council and the public understand the level of control the city has over the site. In addition, some retailers have their own restrictions on where stores can be located or they require a companion retailer be located at the same site. They may not locate within a certain number of miles of a similar type business or within a certain distance of their own stores. Retailers are able to dictate a lot of restrictions on locations and competitors when deciding on a site and this can make it difficult to get the types of retailers folks want at a certain location.

3. Community Development Update.

Community Development Director Bryan Dyer provided the following development updates:

The lot next to Infinity continues along with the relocation of the sanitary sewer. The weather this winter has really slowed that project down, however, it is still moving forward.

The B.E. Smith Center at the hospital should be completed by the end of March.

The hospital parking garage is going up very quickly; using tilt-up concrete helps project go up fast.

The Audi dealership is moving along well and is nearly complete and is very visible from I-35.

The first application for the exterior grant program has been completed.

Freddy's Steak burgers has submitted a building permit for the old Winsted's restaurant. There will be visible activity at that location soon.

4. Consider the approval of purchases necessary to install 16 residential streetlights.

City Administrator Chris Engel provided the background for this item.

Staff has determined 16 new residential (brushed aluminum) streetlights can be on Switzer from 69th street to 75th street for a total cost of \$69,800. This is a portion of street lights that were omitted from the approval at the last city council meeting. As part of the joint project with Shawnee to overlay Switzer the city will be installing new street lights along the Merriam side.

COUNCILMEMBER HANDS MOVED THAT THE COUNCIL APPROVE THE PURCHASE AND INSTALLATION OF 16 STREETLIGHTS NOT TO EXCEED \$69,800. COUNCILMEMBER HUPP SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

VIII. STAFF ITEMS

City Administrator Chris Engel commented that the CIP tour will be held on Friday April 19th. Staff will send out an invitation with additional information.

The 5701 Merriam Drive Committee met last Monday and that information will be posted to the website by tomorrow.

Councilmember Hupp commented that a group of residents did a trail clean up over the weekend. She let Public Works Director Bruemmer know where they placed the trash bags so public works staff could go retrieve them for disposal.

Councilmember Neal asked about the meeting schedule for the public on the Sidewalk Infill project, and when those meetings are scheduled to provide council a copy so they can relay the information to residents who contact them.

Councilmember Frisby asked if councilmember Neal could provide a briefing of his trip to the National League of Cities. Mayor Sissom commented that he could provide that at the next council meeting.

VII. NEW BUSINESS

IX. EXECUTIVE SESSION

IX. ADJOURNMENT

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COUNCIL, COUNCILMEMBER PAPE MOVE TO ADJOURN AT 8:25 PM. COUNCILMEMBER DIEBOLD SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

Respectfully submitted,

Juliana Pinnick

Juliana Pinnick
City Clerk

2018

ANNUAL



REPORT



CELEBRATING
100 YEARS OF
SERVICE





Welcome



Watch "Chief Dehner's Welcome Message."

Chief Bryan Dehner has been with Overland Park Fire for 25 years and has led the department since 2005.

Our Mission: *The Overland Park Fire Department is a value driven team of dedicated professionals committed to providing emergency, educational and specialized services for the purpose of saving lives and reducing property loss for the community we serve.*

We're entering our 100th year! Established as a volunteer department in 1919, The Overland Park Fire Department (OPFD) operated as an all volunteer department until hiring James G. Broockered as its first paid fire chief in 1962. Over the next 30 years, the Elmhurst, South Park and Stanley Fire Departments merged with the OPFD and the department migrated to fully paid firefighters.



In 2003, OPFD became a municipal fire department. We enjoy a unique partnership with Johnson County Med-ACT that puts Advanced Life Support (ALS) ambulances in each of our fire stations. In 2015 the Merriam Fire Department merged with the OPFD and we now provide fire protection for the City of Merriam, Kansas.

We're blessed with fantastic neighbors and excellent Automatic-Aid-Agreements which dispatch the closest units on emergent calls, regardless of jurisdiction. This county-wide coordination is managed by our amazing Johnson County Emergency Communications Center.

All of these factors combine to help us attain our Insurance Services Office (ISO) 1 Rating and our Accredited Agency status with the Commission on Fire Accreditation International (CFI).



[Contact](#)



opkansas.org



[@OPFDMedia](https://twitter.com/OPFDMedia)



[OPFDMedia](#)

Watch our videos on **Smoke Alarms & Home Escape**



Celebrating  Years of Service



Who We Serve



MERRIAM

Overland Park provides fire protection services for our neighbors to the north in **Merriam, Kansas**

Click on the station links for descriptions.



- ✓ **Overland Park, Kansas is located in Johnson County**
- ✓ **Landmass 75.6 square miles**
- ✓ **Population 195,040**
- ✓ **Assessed Valuation 2.63 Billion Dollars**
- ✓ **Mill Levy Rate 13.566 (Lowest in county)**
- ✓ **Median Household Income \$73,441**
- ✓ **Avg. appraised value of home \$249,070**
- ✓ **Triple A Bond Rating**
- ✓ **First Class City**
- ✓ **ISO Rating 1**



We're lean & mean. With six fire stations, one squad house & a training center we protect the second largest city in the state!





Our Numbers



Despite being the second largest city in the state, Overland Park has the lowest mill levy rate of any city in Johnson County. You might say fiscal stewardship is in our DNA. Along these lines, our fire department budget for 2018 was almost \$24 million dollars. While that's a big number, it boils down to only about \$120 for each of our 195,00 residents. If you would like to dive deeper into our finances, here's a link to [Overland Park Budgets](#).

So what do people get for \$120? They get fire and emergency medical services, including Advanced Life Support (ALS) first response. They get Special Operations Teams, including Hazardous Materials response and Technical Rescue. They get fire Prevention and Public Education services. They get the best possible rating (ISO 1) from the Insurance Services Office. They get a department accredited by the Commission on Fire Accreditation International (CFAI). Additionally, they get one of the best sudden cardiac arrest save rates in the nation. Thanks to well trained responders, aggressive public education, amazing 9-1-1 dispatchers and phenomenal health care providers, the 2018 save rate for witnessed sudden cardiac arrest in Overland Park was 50%! That's amazing, considering nationally only 10% of sudden cardiac arrest victims survive. While rescuing people from fires gets a lot of attention, the fact is we saved 16 people last year from what are typically fatal, medical emergencies. Now that's something you can live with!

As you can see, numbers help us measure our performance. Here are a few more numbers worth mentioning. In 2018, if you called 9-1-1 with an emergency, on average help arrived within 4 minutes and 43 seconds of dispatch!



EMS Related Calls
18,261

**2018 Total Calls
For Service**
22,358



Fire Related Calls
4,059



Watch "Proud To Serve"

Personnel:

- ✓ Total Paid Employees 184
- ✓ Firefighters, Firemedic & Paramedics 114
- ✓ Battalion Chiefs 6
- ✓ Captains 18
- ✓ Lieutenants 22
- ✓ Administrative Staff 24
- ✓ Volunteer Firefighters 3



Stories To Tell



We're blessed to work for a city that provides the resources we need to help people effectively. That being said, our people are our best resources. Each year we attempt to capture some of the amazing things they do and share their stories. 2018 was no exception.



When Captain Murry and crew pulled up to a terrible car wreck on the highway, they felt there was little chance the victims would survive. Watch this story and you'll better understand why emergency responders struggle against all odds for people in need.

With three major school districts in Overland Park, there are literally dozens of high school football games in our city each year. See how we work to better understand commonly used equipment and procedures so that we're on the same page with athletic training staffs in the unfortunate event of an injury.



Each year, during their off season, the folks at Worlds of Fun open the Fury of the Nile ride for our Water Rescue Team to train. The environment simulates waterways in Overland Park after heavy rains and provides an excellent training opportunity for these high-risk/low-frequency events.



Check out more great stories on our "OPFDMedia" YouTube channel!



Public education is part of our mission and our media partners are an important part of the equation. Working with them helps us reach a wider audience. These two reports alone reached more than 120-thousand people.

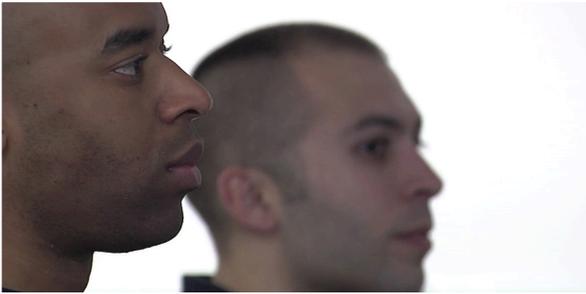




New Faces



Each year we welcome new family members to the OPFD and 2018 was no exception. The year's first two academies hatched small batches. We welcomed two new firefighters, one existing paramedic who moved into the role of firemedic and one new straight role paramedic. Small, but mighty, check out their Academy Videos to learn more about these four.



Watch OPFD Academy February 2018

(Left to right.) Patrick Nelson & Mark Wolf.



Watch OPFD Academy June 2018

(Left to right.) Kip Sanchez & Brian Wells

In the Fall of 2018 we conducted another academy for four new firefighters and one existing paramedic moving into a firemedic role. See how our Training Division put these recruits through the paces to teach them the OPFD way!



Watch OPFD Academy Fall 2018

(Left to right.) Will Klem, Dylan St Jean, Josh Grauer, Dawson Gatzemeyer & Ian Stich



Farewells

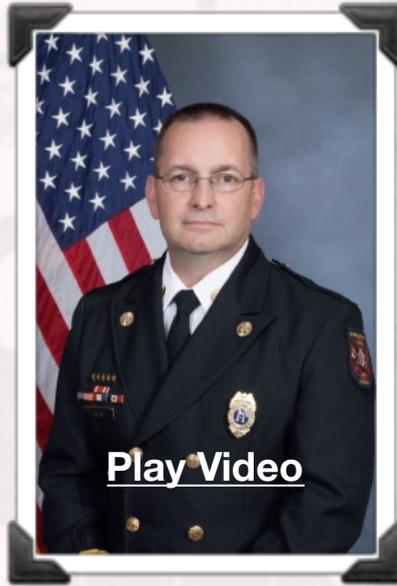


When someone joins the OPFD we hope they're with us for a twenty-year career as an occupational athlete. Many surpass that goal, amassing a wealth of knowledge and experience. In 2018 we said goodbye to three such family members.

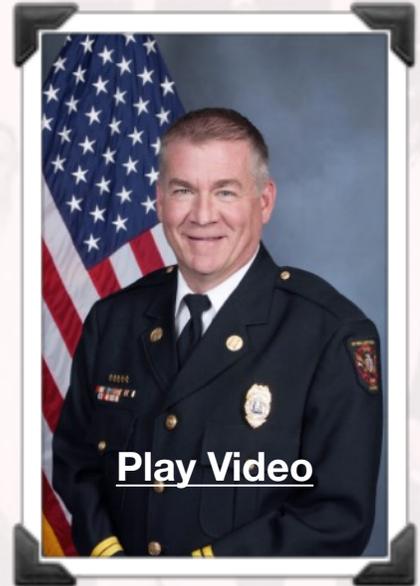
Fortunately, before they go, some record their words of wisdom for the younger responders. Check out their stories and hear how these public servants attained such longevity in a field that demands much of the mind and body.



Jim Callanan
Volunteer
20 Years Of Service

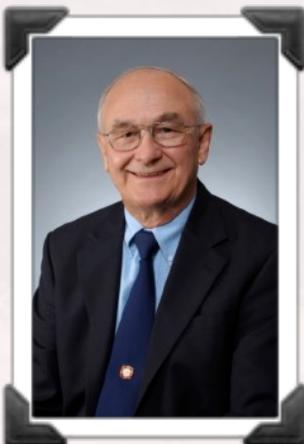


Doug Crocket
Captain
32 Years Of Service



Tom Loats
Captain
31 Years Of Service

We wish these retirees well in their next chapters. They have undoubtedly touched thousands of lives and our community is indebted for their service. They will always be members of the OPFD family.

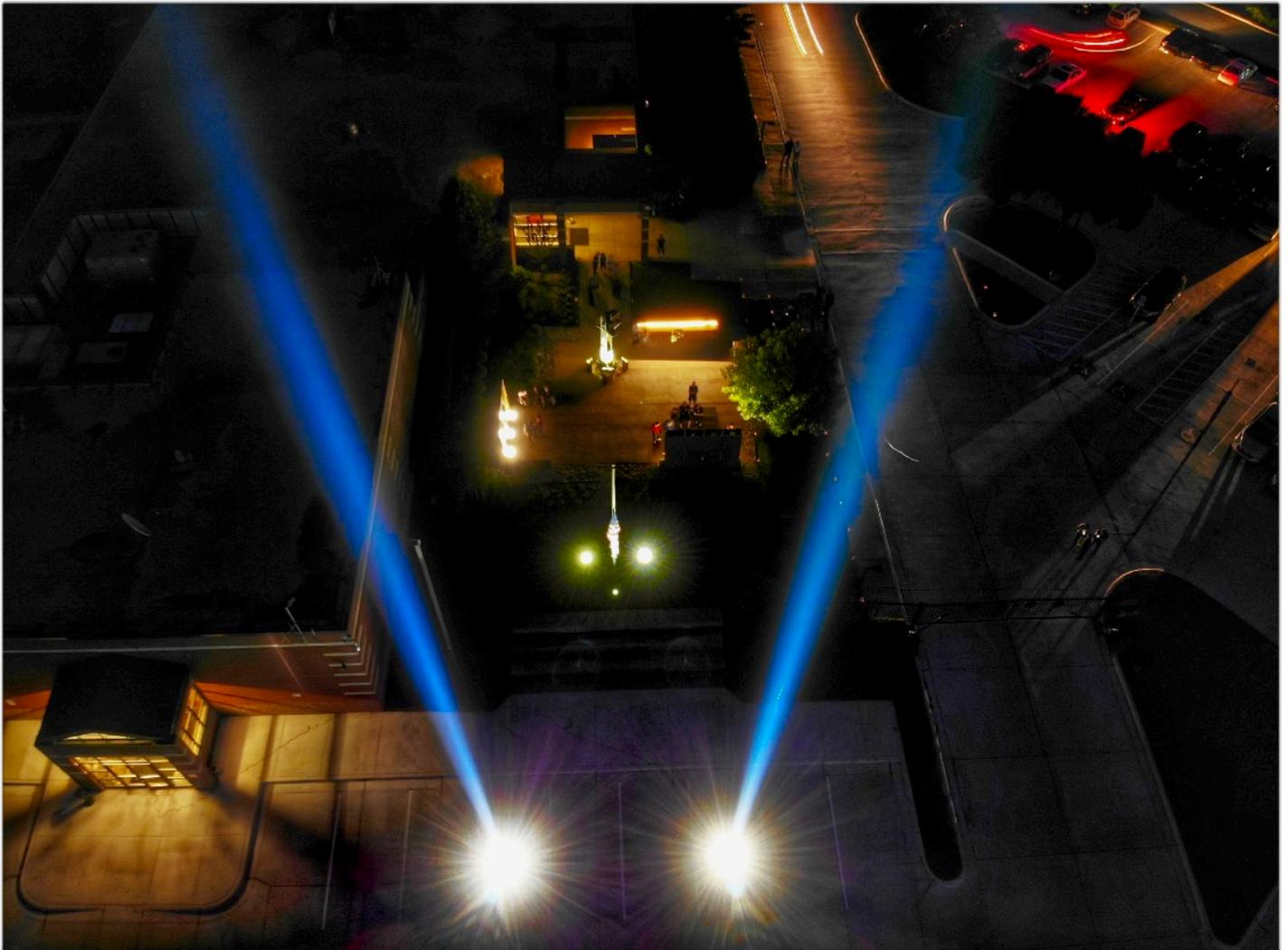


In loving memory of volunteer photographer, Noel Klein. Noel passed away in April of 2018. He helped document the history of emergency services in Johnson County for more than 30 years. Noel was a respected member of the family of first responders and is greatly missed.





Closing Shot



9/11 Memorial In Overland Park September 11th, 2018
Photo by: Nlsuelo Carrillo

Each year, on the anniversary of the 2001 attacks on our nation, the Overland Park Fire Department stations two spotlights at the 9/11 Memorial. This mirrors the display at Ground Zero in New York. During the display in 2018, volunteer photographer Nlsuelo Carrillo captured this image from his drone. He donated the photo to the OPFD. This amazing memorial, which was built entirely with private donations, has become an icon in the community. Thanks to all who helped bring the 9/11 Memorial to Overland Park and who work to keep alive the memories of those lost.



To learn more about the 9/11 Memorial in Overland Park, visit artsandrec-op.org



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Consider approval of an ordinance authorizing the sale, consumption and possession of alcoholic liquor during the Merriam Drive Live Event according to K.S.A. 41-719 and amendments thereto.

SUBMITTED BY: Anna Slocum, director Parks and Recreation

MEETING DATE: March 25, 2019

PROJECT BACKGROUND/DESCRIPTION:

Merriam Drive Live debuted in 2018 as a new event in downtown Merriam. The goal of the event is to provide an opportunity to build community among residents as well as provide an example of how the land at 5701 Merriam Drive could be utilized. Although weather was less than desirable in 2018, event organizers implemented a weather plan that proved successful for the 325 enthusiastic attendees.

This year, the event is scheduled for Saturday, October 5 from 11 am – 6 pm with two stages featuring a variety of musical performances, children’s activities, yard games, food trucks and a Kansas licensed caterer serving beer and wine. In order for beer and wine to be sold and participants not be confined to a specific space, an ordinance is required to allow the sale, consumption and possession of alcoholic liquor on streets and sidewalks within the boundaries permitted. The boundaries, outlined in Exhibit A, would be as follows: west edge of the Farmers’ Market Pavilion; east edge of the Irene B. French Community Center; 57th Street on the north end and 58th Street on the south end. The boundaries of the area will be clearly marked by signs and a map of the area will be posted where the sale of alcohol occurs.

CITY COUNCIL GOALS AND OBJECTIVES

Enhance Community Identity and Connections

FINANCIAL IMPACT

Amount of Request/Contract:	NA
Amount Budgeted:	\$5,500
Funding Source/Account #:	Transient Guest - 204.5010.450.85.49

SUPPORTING DOCUMENTS

Merriam Drive Live Event Ordinance
Exhibit A – Boundary Map

ACTION NEEDED/STAFF RECOMMENDATION

Staff recommends approval of an ordinance authorizing the sale, consumption and possession of alcoholic liquor during the Merriam Drive Live Event according to K.S.A. 41-719(a)(2).

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SALE, CONSUMPTION, AND POSSESSION OF ALCOHOLIC LIQUOR DURING THE MERRIAM DRIVE LIVE EVENT.

WHEREAS, K.S.A. 41-719 and amendments thereto requires the governing body of the City of Merriam, Kansas (“Governing Body”) to approve the consumption of alcoholic liquor at an event held on public streets and sidewalks.

WHEREAS, the City of Merriam, Kansas is sponsoring such an event, Merriam Drive Live, on October 5, 2019, from 11 am to 7 pm in which a caterer, pursuant to K.S.A. 41-719 and amendments thereto and the Merriam City Code, intends to offer for sale, sell, and serve alcoholic liquor for consumption at the event.

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

SECTION 1: In accordance with K.S.A. 41-719 and amendments thereto, the Governing Body hereby approves the consumption of alcoholic liquor on the street and sidewalks within the boundaries of the permitted area designated on the attached Exhibit A, during the Merriam Drive Live event from 11 am to 7 pm on Saturday, October 5, 2019.

SECTION 2: During said periods when consumption of alcoholic liquor is hereby authorized, the areas of the public street designated within the boundaries of the permitted area designated on the attached Exhibit A shall be and are hereby directed to be closed to vehicular traffic.

SECTION 3: During said periods when consumption of alcoholic liquor is hereby authorized, the boundaries of the permitted area designated on the attached Exhibit A shall be clearly marked by signs, a posted map, or other means which reasonably identify the area in which alcoholic liquor may be possessed or consumed at such event.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval and publication in the official City newspaper, all as provided by law.

PASSED by the Governing Body this _____ day of _____, 2019.

APPROVED AND SIGNED by the Mayor this _____ day of _____, 2019.

Ken Sissom, Mayor

ATTEST:

Juliana Pinnick, City Clerk

APPROVED AS TO FORM:

Nicole Proulx Aiken, City Attorney



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Consider approval of an ordinance granting Unite Private Networks, LLC a contract franchise to construct, operate, and maintain a telecommunications system in the City of Merriam, Kansas.

SUBMITTED BY: Nicole Proulx Aiken, city attorney

MEETING DATE: April 8, 2019

PROJECT BACKGROUND/DESCRIPTION:

On June 8, 2015, the governing body approved Ordinance 1732, which granted Unite Private Networks, LLC (UPN) a contract franchise to construct, operate, and maintain a telecommunications system in the City of Merriam. That contract franchise is about to expire. This Ordinance, drafted by the city attorney, repeals Ordinance 1732 and grants UPN a new contract franchise so the company may continue to construct, operate, and maintain a telecommunications system in the city.

State law requires the governing body consider franchises on a competitively neutral and nondiscriminatory basis. The City can deny a request for a franchise only after reasonable notice and opportunity to be heard, and then only if the Governing Body reasonably determines denial is necessary to protect the public health and safety of the public.

Below is information UPN provided to the City that describes the company and the services it offers.

Unite Private Networks (UPN) provides high-bandwidth, fiber-based communications networks and related services to schools, governments, carriers, data centers, hospitals, and enterprise business customers throughout the United States. Service offerings include dark and lit fiber, private line, optical Ethernet, Internet access, data center services, and other customized solutions.

UPN currently serves over 300 communities across 21 states, with 8,500 metro fiber route miles, and over 6,000 on-net buildings.

UPN has a proven history of successful completion of large and complex fiber-optic construction projects, on time and on budget. Customer relationships typically include long-term agreements (10-20 years) for fiber-optic connectivity between multiple facility locations. UPN manages all phases of the customer relationship, including RFP response, construction management, network reliability, technical assistance, and customer service, to facilitate a long-term partnership with the customer. UPN also has significant experience working with federal E-Rate program guidelines for K-12 school districts.

*Current Customer
Drury Hotels Company, LLC*

CITY COUNCIL GOALS AND OBJECTIVES

IV. Maintain Economic Vitality

FINANCIAL IMPACT

Amount of Request/Contract: \$0
Amount Budgeted: \$0
Funding Source/Account #: _____

SUPPORTING DOCUMENTS

The Ordinance containing the contract franchise.

ACTION NEEDED/STAFF RECOMMENDATION

Staff recommends the first reading of this Ordinance.

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO UNITE PRIVATE NETWORKS, LLC A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF MERRIAM, KANSAS AND PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE; REPEALING ORDINANCE NO. 1732.

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

SECTION 1. DEFINITIONS.

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

- a. "Access line" - shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations served by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.
- b. "Access line count" - means the number of access lines serving consumers within the corporate boundaries of the City on the last day of each month.
- c. "Access line fee" - means a fee determined by the City, up to a maximum as set out in K.S.A. 12-2001(c)(3), and amendments thereto, to be used by Grantee in calculating the amount of Access line remittance.
- d. "Access line remittance" - means the amount to be paid by Grantee to City, the total of which is calculated by multiplying the Access line fee, as determined in the City, by the number of Access lines served by Grantee within the City for each month in that calendar quarter.
- e. "City" - means the City of Merriam.
- f. "Contract franchise" - means this Ordinance granting the right, privilege and franchise to Grantee to provide telecommunications services within the City.
- g. "Facilities" - means telephone and telecommunication lines, conduits, manholes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, and all equipment used to provide telecommunications services.

- h. "Grantee" – means Unite Private Networks, LLC, a telecommunications service provider providing service and/or operating facilities within the City. References to Grantee shall also include as appropriate any and all successors and assigns.
- i. "Gross Receipts" - shall mean only those receipts collected from within the corporate boundaries of the City and which are derived from the following: (1) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (2) Recurring local exchange access line services for pay phone lines provided by Grantee to all pay phone service providers; (3) Local directory assistance revenue; (4) Line status verification/ busy interrupt revenue; (5) Local operator assistance revenue; (6) Nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills; and (7) Revenue received by Grantee from resellers or others which use Grantee's Facilities. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If Grantee offers additional services of a wholly local nature which if in existence on or before July 1, 2002 would have been included with the definition of Gross Receipts, such services shall be included from the date of the offering of such services within the City.
- j. "Local exchange service" - means local switched telecommunications service within any local exchange service area approved by the state Corporation Commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.
- k. "Public right-of-way" - means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.
- l. "Telecommunications services" - means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

SECTION 2. GRANT OF CONTRACT FRANCHISE.

- a. There is hereby granted to Grantee this nonexclusive Contract franchise to construct, maintain, extend and operate its Facilities along, across, upon or under any Public right-of-way for the purpose of any Telecommunications services or system, including but not limited to, supplying Telecommunications services to the consumers or recipients of such service located within the corporate boundaries of the City, for the term of this Contract franchise, subject to the terms and conditions of this Contract franchise.

- b. The grant of this Contract franchise by the City shall not convey title, equitable or legal, in the Public right-of-way, and shall give only the right to occupy the Public right-of-way, for the purposes and for the period stated in this Contract franchise. This Contract franchise does not:
- (1) Grant the right to use Facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;
 - (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public right-of-way, specifically including, but not limited to, parkland property, City Hall property or public works facility property; or
 - (3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its Facilities on the Facilities owned or controlled by the City or a third-party.
- c. As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the Kansas Corporation Commission (KCC). Grantee shall also comply with all applicable laws, statutes and/or city regulations (including, but not limited to those relating to the construction and use of the Public right-of-way or other public property).
- d. Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this Contract franchise, and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In particular, this Contract franchise does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Grantee agrees that this franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.
- e. This authority to occupy the Public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.

- (a) Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Contract Franchise, Grantee shall have the right to construct, maintain and operate its Facilities along, across, upon and under the Public Right-of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use of such public ways by other utilities.
- (b) Grantee's use of the Public Right-of-Way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City.

The City may exercise its home rule powers in its administration and regulation related to the management of the Public Right-of-Way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Public Right-of-Way, including, but not limited to Chapter 59, Article III of the Code of Ordinances of the City of Merriam, Kansas, and amendments thereto.

- (c) Grantee shall participate in the Kansas One Call utility location program.

SECTION 4. COMPENSATION TO THE CITY.

- a. In consideration of this Contract franchise, Grantee agrees to remit to the City a franchise fee of 5% of Gross Receipts. To determine the franchise fee, Grantee shall calculate the Gross Receipts and multiply such receipts by 5%. Thereafter, subject to subsection (b) hereafter, compensation for each calendar year of the remaining term of this Contract franchise shall continue to be based on a sum equal to 5% of Gross Receipts, unless the City notifies Grantee prior to ninety days (90) before the end of the calendar year that it intends to switch to an Access line fee in the following calendar year; provided, such Access line fee shall not exceed the maximum Access line fee allowed by Kansas Statute. In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back; provided the City notifies Grantee prior to ninety days (90) before the end of the calendar year.
- b. Beginning January 1, 2004, and every 36 months thereafter, the City, subject to the public notification procedures set forth in K.S.A. 12-2001 (m), and amendments thereto, may elect to adopt an increased Access line fee or gross receipts fee subject to the provisions and maximum fee limitations contained in K.S.A. 12-2001, and amendments thereto, or may choose to decline all or any portion of any increase in the Access line fee.
- c. Grantee shall pay on a quarterly basis without requirement for invoice or reminder from the City, and within 45 days of the last day of the quarter for which the payment applies franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.
- d. Upon written request by the City, but no more than once per quarter, Grantee shall submit to the City a certified statement showing the manner in which the franchise fee was calculated.
- e. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.

- f. The City shall have the right to examine, upon written notice to Grantee no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Grantee.
- g. Unless previously paid, within sixty (60) days of the effective date of this Contract Franchise, Grantee shall pay to the City a one-time application fee of One Thousand Dollars (\$1000.00). The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Contract Franchise.
- h. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001 and 17-1902, and amendments thereto. The franchise fee is compensation for use of the Public right-of-way and shall in no way be deemed a tax of any kind.
- i. Grantee shall remit an access line (franchise) fee or a gross receipts (franchise) fee to the City on those access lines that have been resold to another telecommunications local exchange service provider, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter a contract franchise ordinance. Such access line (franchise) fee or gross receipts (franchise) fee shall be in the same amount or percentage as the franchise fee set forth in subsection 4a. hereinabove.

SECTION 5. INDEMNITY AND HOLD HARMLESS.

It shall be the responsibility of Grantee to take adequate measures to protect and defend its Facilities in the Public right-of-way from harm or damage. If Grantee fails to accurately or timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by their negligence or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Grantee's Facilities.

Grantee shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of Grantee, any agent, officer, director, representative, employee, affiliate or subcontractor of Grantee, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public right-of-way.

The indemnity provided by this subsection does not apply to any liability resulting from the negligence of the City, its officers, employees, contractors or subcontractors. If Grantee and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This section is solely for the benefit of the City and Grantee and does not create or grant any rights, contractual or otherwise, to any other person or entity. Grantee or City shall promptly advise the other in writing of any known claim or demand against Grantee or the City related to or arising out of Grantee's activities in the Public right-of-way.

SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND

- a. During the term of this Contract franchise, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the state of Kansas. Should Grantee elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Grantee shall provide not less than the following insurance:
 - (1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
 - (2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this Contract franchise.
- b. As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and as such Grantee has the ability to provide coverage in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused or occurred.
- c. Grantee shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without first giving the City thirty (30) days prior written notice. Grantee shall make available to the City on request the policy declarations page and a certified copy of the policy in effect, so that limitations and exclusions can be evaluated for appropriateness of overall coverage.
- d. Grantee shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond in the amount of \$50,000, payable to the City to ensure the appropriate and timely performance in the construction and maintenance of Facilities located in the Public right-of-way. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the City Attorney in form and substance.

SECTION 7. REVOCATION AND TERMINATION.

In case of failure on the part of Grantee to comply with any of the provisions of this Contract franchise, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract franchise, Grantee shall forfeit all rights, privileges and

franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate and become null and void, and this Contract franchise shall be deemed revoked or terminated, provided that said revocation or termination, shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Contract franchise, it shall first serve a written notice upon Grantee, setting forth in detail the neglect or failure complained of, and Grantee shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Contract franchise. If at the end of such sixty (60) day period the City deems that the conditions have not been complied with, the City shall take action to revoke and terminate this Contract franchise by an affirmative vote of the City Council present at the meeting and voting, setting out the grounds upon which this Contract franchise is to be revoked and terminated; provided, to afford Grantee due process, Grantee shall first be provided reasonable notice of the date, time and location of the City Council's consideration, and shall have the right to address the City Council regarding such matter. Nothing herein shall prevent the City from invoking any other remedy that may otherwise exist at law. Upon any determination by the City Council to revoke and terminate this Contract franchise, Grantee shall have thirty (30) days to appeal such decision to the District Court of Johnson County, Kansas. This Contract franchise shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Grantee has instituted such an appeal. If Grantee does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of Grantee to comply with any of the provisions of this Contract franchise or the doing or causing to be done by Grantee of anything prohibited by or in violation of the terms of this Contract franchise shall not be a ground for the revocation or termination thereof when such act or omission on the part of Grantee is due to any cause or delay beyond the control of Grantee or to bona fide legal proceedings.

SECTION 8. RESERVATION OF RIGHTS.

- a. The City specifically reserves its right and authority as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Grantee's rates and services to ensure the rendering of efficient Telecommunications service and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.
- b. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its Home Rule powers and other authority established under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- c. In entering into this Contract franchise, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Contract franchise, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances, and/or rulings.

SECTION 9. FAILURE TO ENFORCE.

The failure of either the City or the Grantee to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Contract franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been

made by the City or the Grantee unless said waiver or relinquishment is in writing and signed by both the City and the Grantee.

SECTION 10. TERM AND TERMINATION DATE.

- a. This Contract franchise shall be effective for a term beginning on the effective date of this Contract franchise and ending on April 1, 2021. Thereafter, this Contract franchise will automatically renew for up to eight additional two (2) year terms, unless either party notifies the other party of its intent to terminate the Contract franchise at least one hundred and eighty (180) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract franchise and not as a new franchise or amendment.
- b. Upon written request of either the City or Grantee, this Contract franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Contract franchise granted to Grantee or the compensation to be received by the City hereunder.
- c. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Grantee may elect to terminate the entire Contract franchise. In the event of such invalidity, if Grantee is required by law to enter into a Contract franchise with the City, the parties agree to act in good faith in promptly negotiating a new Contract franchise.
- d. Amendments under this Section, if any, shall be made by contract franchise ordinance as prescribed by statute. This Contract franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.
- e. In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this Contract franchise upon the termination date of this Contract franchise, the parties by written mutual agreement may extend the termination date of this Contract franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract franchise and not as a new contract franchise ordinance or amendment.

SECTION 11. POINT OF CONTACT AND NOTICES

Grantee shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Grantee in the event of an emergency. Grantee shall provide the City with said local contact's name, address, telephone number, fax number and e-mail address.

Emergency notice by Grantee to the City may be made by telephone to the City Clerk or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail, return receipt requested, or by facsimile. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. Any notice given by facsimile is deemed received by the next business day. "Business day" for purposes of this section shall mean Monday through Friday, City and/or Grantee observed holidays excepted.

The City:

City of Merriam
9001 W. 62nd Street
Merriam, Kansas 66202
Attn: City Clerk

Grantee:

Charlene White
General Counsel
7200 NW 86th St.
Suite M
KC, MO 64153

or to replacement addresses that may be later designated in writing.

SECTION 12. TRANSFER AND ASSIGNMENT.

This Contract franchise is granted solely to the Grantee and shall not be transferred or assigned without the prior written approval of the City; provided that such transfer or assignment may occur without written consent of the City to a wholly owned parent or subsidiary, or between wholly owned subsidiaries, or to an entity with which Grantee is under common ownership or control, upon written notice to the City. In the event of any transfer or assignment of either this Contract franchise or Grantee's business or assets, Grantee shall: timely notify the City of the successor entity; provide a point of contact for the successor entity; and advise the City of the effective date of the transfer or assignment. In addition, Grantee's obligations under this Contract franchise with regard to indemnity, bonding, and insurance shall continue until the transferee or assignee has taken the appropriate measures necessary to assume and replace the same, the intent being that there shall be no lapse in any coverage as a result of the transfer or assignment.

SECTION 13. CONFIDENTIALITY.

Information provided to the City under K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215 and 66-1220a, et seq., and amendments thereto. Grantee agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorney's fees, arising from the actions of Grantee, or of the City at the written request of Grantee, in seeking to safeguard the confidentiality of information provided by Grantee to the City under this Contract franchise.

SECTION 14. ACCEPTANCE OF TERMS.

Grantee shall have sixty (60) days after the final passage and approval of this Contract franchise to file with the City Clerk its acceptance in writing of the provisions, terms and conditions of this Contract franchise, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so accepted, this Contract franchise and acceptance shall constitute a contract between the City and Grantee subject to the provisions of the laws of the state of Kansas, and shall be deemed effective on the later of the date Grantee files acceptance with the City or publication of this Contract franchise in accordance with Kansas Statute (the "Effective Date").

SECTION 15. PAYMENT OF COSTS.

In accordance with statute, Grantee shall be responsible for payment of all costs and expense of publishing this Contract franchise, and any amendments thereof.

SECTION 16. SEVERABILITY.

If any clause, sentence, or section of this Contract franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Grantee may elect to declare the entire Contract franchise is invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the Contract franchise.

SECTION 17. FORCE MAJEURE.

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Grantee’s or the City’s control.

SECTION 18. REPEAL

City Ordinance No. 1732 is hereby repealed.

SECTION 19. PUBLICATION

The City Clerk is hereby directed to publish this Ordinance once in the official city newspaper.

PASSED by the Governing Body of the City of Merriam this ____ day of _____.

APPROVED by the Mayor this ____ day of _____.

Ken Sissom, Mayor

ATTEST:

APPROVED AS TO FORM:

Juliana Pinnick, City Clerk

Nicole Proulx Aiken, City Attorney

CITY OF MERRIAM, KANSAS

MONTHLY FINANCIAL REPORT

Finance Department



City of Merriam, KS
Monthly Financial Report - Executive Summary
March 2019

Revenues

	Current Month Actual	YTD Actual	YTD Budget/Est	Over/(Under) YTD Budget/Est
<i>Various Funds:</i>				
1% City Sales Tax	\$ 512,063	\$ 512,063	\$ 595,634	\$ (83,571)
1/4% City Sales Tax-Storm/Street	133,669	133,669	155,377	(21,708)
1/4% City Sales Tax-Rec. Facilities	133,669	133,669	155,377	(21,708)
City Use Tax	72,636	72,636	43,333	29,303
County Sales Taxes - All	147,949	147,949	171,417	(23,468)
Real Property Taxes - Gen Fund	\$ 180,421	\$ 3,066,660	\$ 2,144,736	\$ 921,925
Transient Guest Tax	-	-	102,041	(102,041)
Franchise Fees	156,986	312,425	362,873	(50,447)
Court Fines	61,245	190,006	231,250	(41,244)

Expenditures

<i>General Fund - only:</i>	Current Mo. Actual	Monthly Bud/Est	Over/(Under) Bud/Est	Year to Date Actual	Year to Date Bud/Est	Over/(Under) YTD Bud/Est
Salaries and Benefits	\$ 855,888	\$ 694,317	\$ 161,571	\$ 2,267,099	\$ 2,082,951	\$ 184,148
Contractual Services:						
OP Fire Services	-	216,369	(216,369)	-	649,108	(649,108)
Utilities	15,844	38,403	(22,559)	52,058	115,210	(63,152)
Legal	4,231	6,250	(2,019)	10,705	18,750	(8,045)
Property Maint	36,531	58,850	(22,318)	108,805	176,549	(67,744)
Specific Contractual*	(4,457)	20,651	(25,108)	39,112	61,954	(22,842)
Other Contractual	49,735	79,324	(29,589)	83,188	237,973	(154,784)
Commodities:						
Gasoline/Diesel Fuel	8,670	12,952	(4,281)	20,238	38,855	(18,617)
Other Commodities	49,301	46,968	2,333	105,903	140,905	(35,002)

*Specific Contractual includes: specific ongoing outside contractors (Judge, Prosecutor, Auditor, prisoner care, Information Services, legislative monitor, payroll processing, and animal care). The City Attorney is included under the Legal line item.

Comments:

- Sales and use tax collections now reflect 2019 budgets and variations.
- Year-to-date 1% and ¼% City sales taxes are 1.90% (\$15,078) less than prior year actual.
 - Auto sales only are 7.68% less than prior year actual.
 - Merriam Town Center/Johnson Drive sales only 15.36% more than prior year actual due to timing of certain 2018 receipts.
 - Other categories are 2.37% less than prior year actual.
- Salaries and Benefits expenditures are over budget for the month and year due to three payrolls being processing during the month.
- OP Fire Services for first quarter 2019 will be paid in April.

City of Merriam, KS
Monthly Financial Report - Executive Summary
March 2019

Equipment Purchases >\$5,000

Month	Description	Amount
January	Fire – Aerial Fire Truck	\$893,718
February	Police – 2019 Toyota Camry	\$25,300
	Public Works – pressure washer	\$8,274
March	None	\$0

Cash and Investment Balances

FHLB = Federal Home Loan Bank	14,259,000	25%
FHLMC = Federal Home Loan Mortgage Corp.	6,190,000	11%
FNMA = Federal National Mortgage Assn.	1,775,000	3%
FFCB = Federal Farm Credit Bank	3,950,000	7%
US Treasury Bills	16,595,000	30%
Municipal Bonds	340,000	1%
NOW Account	5,632,609	9%
TD Ameritrade MMA	903,977	2%
Total Investments	49,645,586	88%
US Bank Cash Account	6,537,752	12%
Total Cash plus Investments	56,183,338	100%

City of Merriam, KS
Monthly Financial Report - Executive Summary
March 2019

FAQ's

Question: What is the City Sales Tax rate effective January 1, 2019?

Answer: **9.475%** (6.500% to the State of Kansas; 1.475% to Johnson County; 1.50% to Merriam)

Question: How much does the City owe for general obligation bonds?

Answer: **\$2,680,000** is the current balance for the Series 2012 and **\$18,905,000** for Series 2018.

Question: What is the City's bond rating?

Answer: S & P Global Ratings rates the City's debt as "**AAA (Stable)**"

Question: What is the City's current mill levy?

Answer: **27.880 mills** (2018 levy supporting 2019 budgets)

Question: What is the City's assessed property valuation?

Answer: **\$201 million** per Johnson County Clerk as of November 1, 2018

Question: How much of the City's assessed property valuation is for Residential, Commercial, and Other?

Answer: **\$82 million** or 41% for Residential (including apartments);
\$112 million or 56% for Commercial;
\$7 million or 3% for Other (including vacant land, personal property, utilities)

Question: How many households are in the City?

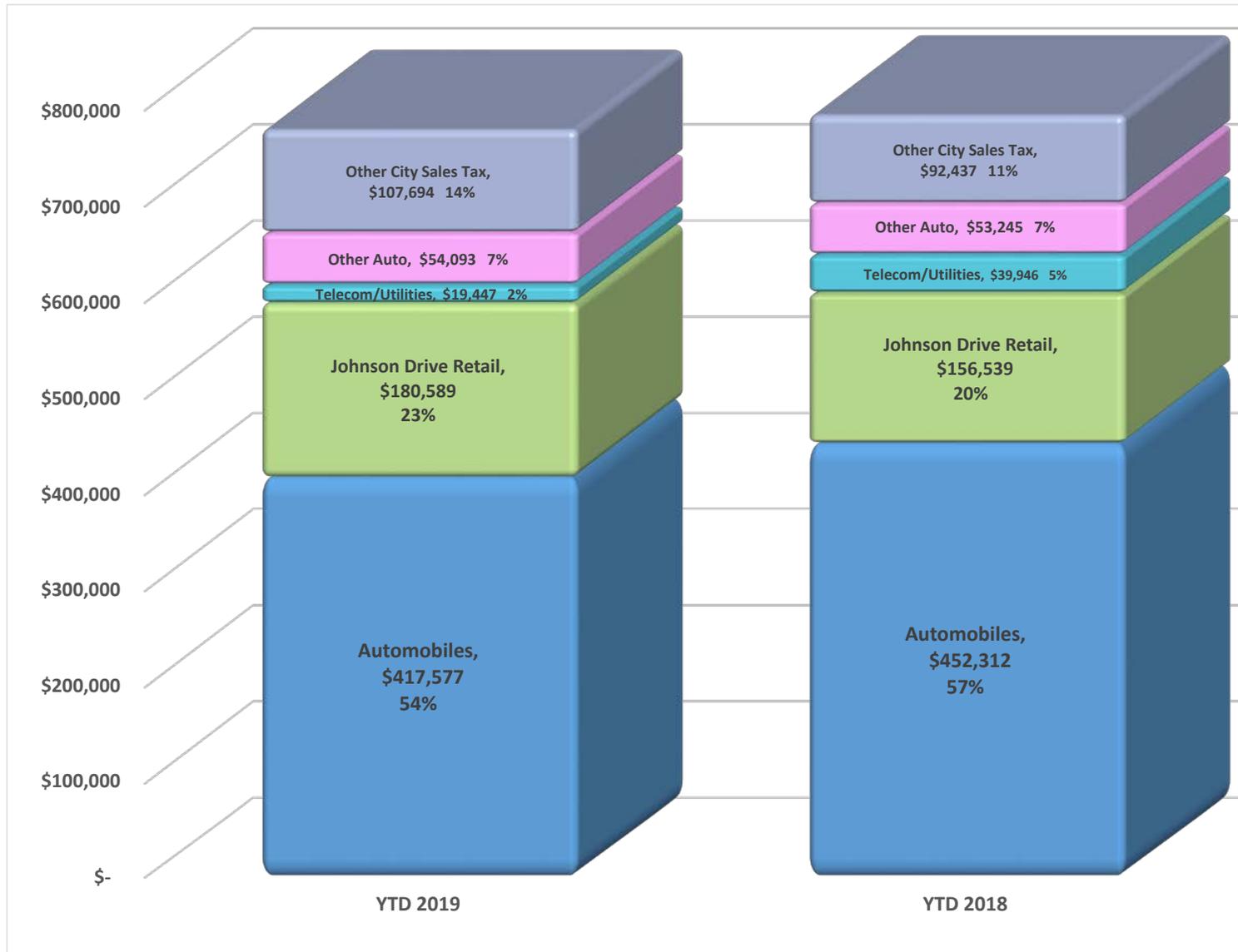
Answer: **5,224 households** (homes and apartments) per the 2010 U.S. Census Bureau

Question: What is the City's "pull factor" and what does this mean?

Answer: **4.89** is the City's pull factor per the Kansas Department of Revenue (December 2017 report). The term refers to how many non-residents a community "pulls" for shopping purposes. A pull factor greater than 1.00 indicates the community attracts more retail sales than it loses when residents shop outside the city. Merriam's is currently the highest in the State of Kansas.

City of Merriam Sales Tax Comparison - 1.50%

YTD 2019 vs 2018



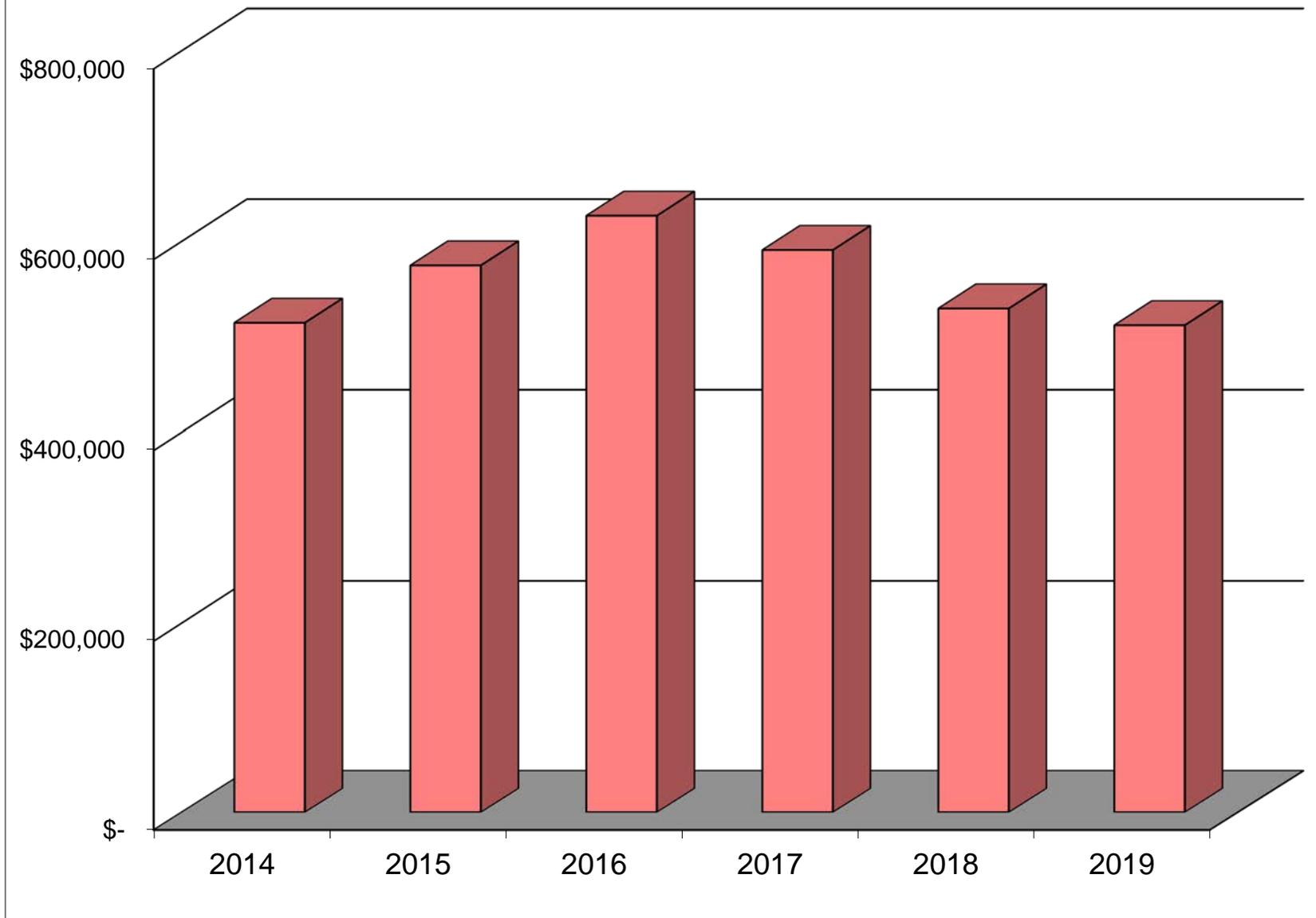
**CITY SALES TAX
(Regular 1%)**

Through: March 2019

Month Collected/Received	2014	2015	2016	2017	2018	2019	Comparison 2018 and 2019	Average 2014-2018
Jan/Mar	514,624	574,826	626,971	590,980	529,653	512,063	(17,590)	567,411
Feb/Apr	474,790	540,376	584,229	553,045	610,842			552,657
Mar/May	524,471	642,235	642,086	652,197	607,156			613,629
Apr/Jun	567,008	595,856	592,501	563,111	659,115			595,518
May/Jul	581,045	660,892	716,216	649,771	639,703			649,525
Jun/Aug	563,690	633,770	647,874	674,524	682,140			640,400
Jul/Sep	615,287	731,544	699,215	689,032	639,170			674,849
Aug/Oct	678,215	661,643	700,659	684,371	678,628			680,703
Sep/Nov	586,979	629,899	649,729	616,925	559,224			608,551
Oct/Dec	542,114	635,858	620,828	671,424	608,523			615,749
Nov/Jan	615,561	581,579	637,878	605,124	581,531			604,335
Dec/Feb	651,082	560,790	709,381	646,873	586,944			631,014
Total	6,914,867	7,449,269	7,827,566	7,597,377	7,382,628	512,063	(17,590)	7,434,341
YTD	2014	2015	2016	2017	2018	2019		
March 2019	514,624	574,826	626,971	590,980	529,653	512,063		

Average Collections Between 2014-2018	\$ 7,434,341
Estimated 2019	7,147,612
Estimate Based on Current Collection Rate	6,144,757
Over/(Under) at Current Collection Rate	\$ (1,002,855)

1% City Sales Tax Year to Date Comparison 2014-2019 (use tax not included)



CITY SALES TAX
(1/4% - Stormwater & Streets, effective Jan 1, 2011, ending Dec 31, 2020)

Through: March 2019

Month							Comparison	Average
Collected/Received	2014	2015	2016	2017	2018	2019	2018 and 2019	2014-2018
Jan/Mar	128,656	152,492	164,631	154,253	132,413	133,669	1,256	146,489
Feb/Apr	118,698	141,914	152,386	144,300	164,546			144,369
Mar/May	131,118	169,300	168,082	170,416	159,202			159,624
Apr/Jun	141,752	156,225	154,910	147,382	170,844			154,223
May/Jul	145,261	174,068	186,266	169,174	165,851			168,124
Jun/Aug	140,922	166,285	168,850	174,953	176,365			165,475
Jul/Sep	153,822	192,521	183,734	181,187	166,252			175,503
Aug/Oct	169,554	175,751	183,791	179,181	179,911			177,638
Sep/Nov	156,019	164,616	168,726	160,589	146,113			159,212
Oct/Dec	144,999	165,560	161,727	174,106	157,815			160,842
Nov/Jan	163,812	152,292	166,504	157,629	151,339			158,315
Dec/Feb	171,669	147,535	184,485	168,684	153,380			165,151
Total	1,766,283	1,958,559	2,044,092	1,981,855	1,924,031	133,669	1,256	1,934,964
YTD	2014	2015	2016	2017	2018	2019		
March 2019	128,656	152,492	164,631	154,253	132,413	133,669		

Average Collections Between 2014-2018	\$ 1,934,964
Estimated 2019	1,864,529
Estimate Based on Current Collection Rate	1,604,032
Over/(Under) at Current Collection Rate	\$ (260,497)

CITY SALES TAX
(1/4% - Recreational Facilities, effective Jan 1, 2018, ending Dec 31, 2027)

Through: March 2019

Month Collected/Received	2018	2019
Jan/Mar	132,413	133,669
Feb/Apr	164,546	
Mar/May	159,202	
Apr/Jun	170,844	
May/Jul	165,851	
Jun/Aug	176,365	
Jul/Sep	166,252	
Aug/Oct	179,911	
Sep/Nov	146,113	
Oct/Dec	157,815	
Nov/Jan	151,339	
Dec/Feb	153,380	
Total	1,924,031	133,669
 YTD	 2018	 2019
March 2019	132,413	133,669

Estimated 2019	\$ 1,864,529
Estimate Based on Current Collection Rate	1,604,032
Over/(Under) at Current Collection Rate	\$ (260,497)

CITY USE TAX *
(1.50% effective Jan 1, 2018, 1.25% prior years)

Through: March 2019

Month Collected/Received	2014	2015	2016	2017	2018	2019	Comparison 2018 and 2019	Average 2014-2018
Jan/Mar	77,095	38,593	39,717	41,068	55,165	72,636	17,470	50,328
Feb/Apr	75,466	47,210	36,535	41,117	44,762			49,018
Mar/May	96,096	58,503	48,686	46,167	72,113			64,313
Apr/Jun	68,701	45,793	49,281	40,197	78,365			56,467
May/Jul	159,678	48,767	28,682	39,300	53,770			66,039
Jun/Aug	102,766	51,635	48,787	45,665	53,546			60,480
Jul/Sep	85,830	45,551	44,854	41,455	56,892			54,916
Aug/Oct	63,160	45,296	39,447	46,047	55,103			49,810
Sep/Nov	133,417	30,449	44,789	52,239	47,492			61,677
Oct/Dec	75,031	42,577	37,236	41,623	54,762			50,246
Nov/Jan	80,456	38,250	40,162	52,663	63,649			55,036
Dec/Feb	104,997	43,804	49,866	52,544	72,797			64,802
Total	1,122,693	536,426	508,042	540,085	708,417	72,636	17,470	683,132
YTD	2014	2015	2016	2017	2018	2019		
March 2019	77,095	38,593	39,717	41,068	55,165	72,636		

Average Collections Between 2014-2018	\$ 683,132
Estimated 2019	520,000
Estimate Based on Current Collection Rate	871,627
Over/(Under) at Current Collection Rate	\$ 351,627

* Kansas imposes a use tax on items purchased outside of Kansas for use in Kansas. The rate is identical to the sales tax rate in effect where the customer takes delivery.

**JOHNSON COUNTY SALES AND USE TAX
(City Share of Regular .5% County Sales/Use Tax)**

Through: March 2019

Month Collected/Received	2014	2015	2016	2017	2018	2019	Comparison 2018 and 2019	Average 2014-2018
Jan/Mar	84,640	89,078	87,153	88,372	93,979	84,542	(9,437)	88,645
Feb/Apr	83,785	83,842	86,603	90,888	85,503			86,124
Mar/May	91,006	92,338	96,963	99,332	102,037			96,335
Apr/Jun	93,916	93,747	94,086	89,784	97,820			93,870
May/Jul	93,614	95,251	90,716	96,393	102,354			95,665
Jun/Aug	98,416	100,839	100,524	104,034	105,830			101,929
Jul/Sep	92,813	99,163	100,059	98,683	94,908			97,125
Aug/Oct	94,308	97,123	99,175	101,126	100,533			98,453
Sep/Nov	94,498	97,609	101,810	103,264	94,055			98,247
Oct/Dec	88,106	96,733	93,738	94,396	93,218			93,238
Nov/Jan	94,962	96,928	94,754	98,071	104,279			97,799
Dec/Feb	111,858	103,793	114,670	112,411	108,479			110,242
Total	1,121,922	1,146,444	1,160,251	1,176,755	1,182,993	84,542	(9,437)	1,157,673
YTD	2014	2015	2016	2017	2018	2019		
March 2019	84,640	89,078	87,153	88,372	93,979	84,542		

Average Collections Between 2014-2018	\$ 1,157,673
Estimated 2019	1,175,000
Estimate Based on Current Collection Rate	1,014,506
Over/(Under) at Current Collection Rate	\$ (160,494)

**JOHNSON COUNTY PUBLIC SAFETY TAX
(City Share of 1/4% County Sales/UseTax - effective Jan 1, 1995) ***

Through: March 2019

Month Collected/Received	2014	2015	2016	2017	2018	2019	Comparison 2018 and 2019	Average 2014-2018
Jan/Mar	21,160	22,270	21,788	22,093	23,495	21,136	(2,359)	22,161
Feb/Apr	20,946	20,961	21,651	22,722	21,376			21,531
Mar/May	22,751	23,085	24,241	24,833	25,509			24,084
Apr/Jun	23,476	23,437	23,522	22,446	24,455			23,467
May/Jul	23,404	23,813	22,679	24,098	25,588			23,916
Jun/Aug	24,604	25,210	25,131	26,009	26,458			25,482
Jul/Sep	23,203	24,791	25,015	24,671	23,727			24,281
Aug/Oct	23,577	24,281	24,794	25,282	25,133			24,613
Sep/Nov	23,625	24,402	25,452	25,816	23,514			24,562
Oct/Dec	22,027	24,183	23,434	23,599	23,305			23,310
Nov/Jan	23,741	24,195	23,689	24,518	26,070			24,442
Dec/Feb	27,965	25,912	28,667	28,103	27,120			27,553
Total	280,478	286,539	290,064	294,189	295,749	21,136	(2,359)	289,404
YTD	2014	2015	2016	2017	2018	2019		
March 2019	21,160	22,270	21,788	22,093	23,495	21,136		

Average Collections Between 2014-2018	\$ 289,404
Estimated 2019	294,000
Estimated Collection Rate	253,627
Over/(Under) at Current Collection Rate	\$ (40,373)

* This County special "Jail Tax" has no sunset date.

JOHNSON COUNTY PUBLIC SAFETY TAX
(City Share of 1/4% County Sales/Use Tax - effective Jan 1, 2009) *

Through: March 2019

Month							Comparison	Average
Collected/Received	2014	2015	2016	2017	2018	2019	2018 and 2019	2014-2018
Jan/Mar	21,160	22,270	21,788	22,093	23,495	21,136	(2,359)	22,161
Feb/Apr	20,946	20,961	21,651	22,722	21,376			21,531
Mar/May	22,751	23,085	24,241	24,833	25,509			24,084
Apr/Jun	23,479	23,437	23,522	22,446	24,455			23,468
May/Jul	23,404	23,813	22,679	24,098	25,588			23,916
Jun/Aug	24,604	25,210	25,131	26,009	26,458			25,482
Jul/Sep	23,203	24,791	25,015	24,671	23,727			24,281
Aug/Oct	23,577	24,281	24,794	25,282	25,133			24,613
Sep/Nov	23,625	24,402	25,452	25,816	23,514			24,562
Oct/Dec	22,027	24,183	23,434	23,599	23,305			23,310
Nov/Jan	23,741	24,232	23,689	24,518	26,070			24,450
Dec/Feb	27,965	25,948	28,667	28,103	27,120			27,561
Total	280,481	286,612	290,064	294,189	295,749	21,136	(2,359)	289,419
YTD	2014	2015	2016	2017	2018	2019		
March 2019	21,160	22,270	21,788	22,093	23,495	21,136		

Average Collections between 2014-2018	\$ 289,419
Estimated 2019	294,000
Estimate Based on Current Collection Rate	253,627
Over/(Under) at Current Collection Rate	\$ (40,373)

* This County special Public Safety tax has no sunset date.

JOHNSON COUNTY PUBLIC SAFETY TAX
(City Share of 1/4% County Sales/Use Tax - effective April 1, 2017) *
(Used for CIP Projects)

Through: March 2019

Month Collected/Received	2017	2018	2019	Comparison 2018 and 2019	Average 2017-2018
Jan/Mar	n/a	23,457	21,135	n/a	n/a
Feb/Apr	n/a	21,336			n/a
Mar/May	n/a	25,421			n/a
Apr/Jun	22,395	24,397			23,396
May/Jul	24,062	25,526			24,794
Jun/Aug	25,932	26,387			26,159
Jul/Sep	24,642	23,727			24,184
Aug/Oct	25,225	25,133			25,179
Sep/Nov	25,776	23,514			24,645
Oct/Dec	23,564	23,305			23,435
Nov/Jan	24,388	26,990			25,689
Dec/Feb	27,991	27,120			27,555
Total	223,974	296,313	21,135	-	225,036

YTD	2017	2018	2019
March 2019	n/a	23,457	21,135

Average Collections Between 2017-2018	\$	225,036
Estimated 2019		294,000
Estimate Based on Current Collection Rate		253,623
Over/(Under) at Current Collection Rate	\$	(40,377)

* This County special "Courthouse" tax will expire March 31, 2027.

**March 2019
REVENUE SUMMARY BY FUND**

Fund Number	Revenues	Budget/Est.	YTD Actual	Monthly Collections	Balance	YTD % Budget/Est.
001	General Fund	\$ 17,569,400	\$ 4,709,626	\$ (422,360)	\$ 12,859,774	26.81%
201	Special Highway Fund	304,870	1,052	(76,020)	303,818	0.34%
202	Special Alcohol Fund	24,944	5,535	5,510	19,409	22.19%
203	Special Park & Rec	24,944	5,523	5,508	19,421	22.14%
204	Transient Guest Tax	474,150	21,607	(102,686)	452,543	4.56%
221	Risk Management Reserve	7,000	5,225	4,427	1,775	74.64%
222	Equipment Reserve Fund	740,000	204,033	61,149	535,967	27.57%
301	Capital Improvement Fund		1,304,647	167,900		
303	I-35 District CIP Fund		39,488	13,206		
401	Bond and Interest Fund	3,224,423	577,481	(65,757)	2,646,942	17.91%
402	TIFA-Merriam Town Center		-	-		
403	TIFB-I35 District		2,161,469	268,907		
702	Special Law Enforcement-State/Local		113	55		
TOTAL		\$ 22,369,731	\$ 9,035,798	\$ (140,160)	\$ 16,839,650	

Average Rate of Sales Tax Collections Should Be:	8.33%
Average Rate of Other Collections Should Be:	25.00%

**March 2019
EXPENDITURE SUMMARY BY FUND**

Fund Number	Expenditures	Budget/Est. *	YTD Actual	Monthly Expenditures	Encumbrances	Balance	YTD % Budget/Est.
001	General Fund	\$ 18,876,122	\$ 3,893,300	\$ 1,383,395	\$ 679,964	\$ 14,302,858	24.23%
201	Special Highway Fund	565,000	4,032	2,443	1,056	559,912	0.90%
202	Special Alcohol Fund	27,000	8,551	1,713	-	18,449	31.67%
203	Special Park & Rec	33,000	3,779	3,358	-	29,221	11.45%
204	Transient Guest Tax	610,471	120,213	49,267	11,170	479,088	21.52%
221	Risk Management Reserve	30,000	8,816	3,755	11,598	9,586	68.05%
222	Equipment Reserve Fund	1,751,014	927,291	-	151,311	672,412	61.60%
301	Capital Improvement Fund		1,093,330	166,019	727,774		
303	I-35 District CIP Fund		1,058,623	673,819	-		
401	Bond and Interest Fund	3,191,150	495,575	495,575	-	2,695,575	15.53%
402	TIFA-Merriam Town Center		-	-	-		
403	TIFB-I35 District		1,230,240	-	-		
702	Special Law Enforcement-State/Local		1,455	1,455	-		
TOTAL		\$ 25,083,757	\$ 8,845,206	\$ 2,780,798	\$ 1,582,873	\$ 18,767,101	

Average Expenditure Rate Should Be:	25.00%
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* Excludes budgeted reserves and contingencies

March 2019
EXPENDITURE SUMMARY BY DEPARTMENT
GENERAL FUND - YEAR-TO-DATE

<u>Department</u>	<u>2019</u>			<u>2018</u>	<u>Actual 2019</u>
	<u>Annual Budget/Est.</u>	<u>Year-to-date Actual</u>	<u>% of Budget Used</u>	<u>Year-to-date Actual</u>	<u>Over/(Under) Actual 2018</u>
City Council	\$ 84,020	\$ 18,755	22.32%	\$ 17,412	\$ 1,343
Administration	1,131,434	310,547	27.45%	297,385	13,162
Municipal Court	344,967	80,124	23.23%	77,159	2,965
Info Services	474,172	107,886	22.75%	101,212	6,673
General Overhead					
General	306,200	93,083	30.40%	94,864	(1,780)
Utilities	263,728	31,060	11.78%	46,939	(15,878)
Property Maintenance	274,001	17,653	6.44%	25,157	(7,503)
Risk Management	191,275	-	0.00%	803	(803)
Legal	81,742	12,146	14.86%	16,060	(3,914)
Employee Benefits	47,225	6,889	14.59%	6,754	134
Interfund Transfers	4,671,806	1,160,208	24.83%	1,181,091	(20,883)
Contingency Usage *	-	-	0.00%	-	-
Police	4,190,673	1,091,408	26.04%	1,083,996	7,412
Fire	2,763,181	(24,466)	-0.89%	(29,423)	4,957
Public Works	2,319,435	601,706	25.94%	543,857	57,849
Parks & Rec	898,238	177,988	19.82%	185,557	(7,570)
Aquatic Center	39,015	-	0.00%	5,727	(5,727)
Community Dev	795,009	208,312	26.20%	196,720	11,592
Total General Fund	<u>\$ 18,876,121</u>	<u>\$ 3,893,300</u>	<u>20.63%</u>	<u>\$ 3,851,270</u>	<u>\$ 42,030</u>

Average Expenditure Rate Should Be:	25.00%
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* Excludes budgeted reserves and contingencies

A large, stylized number '7' is the central graphic. The top and bottom strokes are light yellow. A horizontal blue bar crosses the middle, containing the text 'INVESTMENT REPORT'. Below the blue bar is a decorative horizontal band with a repeating pattern of triangles in shades of orange and yellow. The right side of the '7' tapers to a point.

INVESTMENT REPORT

**Investment Listing by Maturity Date
3/31/2019**

Type	Location	Purchase Date	Par Amount	Maturity Date	Yield	Monthly Subtotal
NOW	Morrill & Janes	12/20/06	5,632,609	N/A	1.250%	\$ 5,632,609
Treasury MMA	TD Ameritrade	09/01/16	903,977	N/A	0.010%	\$ 903,977
AGENCY-FHLB	TD Ameritrade	07/26/17	1,000,000	04/26/19	1.450%	
AGENCY-FNMA	TD Ameritrade	11/14/18	500,000	04/26/19	2.500%	
AGENCY-FHLB	TD Ameritrade	03/29/19	2,009,000	04/30/19	2.390%	
TBILL	TD Ameritrade	07/13/17	1,000,000	04/30/19	1.250%	
TBILL	TD Ameritrade	09/28/18	10,610,000	04/30/19	2.430%	\$ 15,119,000
AGENCY-FNMA	TD Ameritrade	11/01/18	500,000	05/24/19	2.552%	
AGENCY-FHLMC	TD Ameritrade	11/19/18	400,000	05/30/19	2.532%	
AGENCY-FHLB	TD Ameritrade	01/31/19	2,720,000	05/31/19	2.443%	\$ 3,620,000
AGENCY-FFCB	TD Ameritrade	06/20/16	500,000	06/20/19	1.210%	
TBILL	TD Ameritrade	01/31/19	3,000,000	06/27/19	2.447%	
AGENCY-FHLB	Country Club	11/02/17	400,000	06/28/19	1.553%	\$ 3,900,000
AGENCY-FHLB	Country Club	07/25/17	300,000	07/12/19	1.380%	
AGENCY-FHLMC	Country Club	10/25/18	675,000	07/19/19	2.580%	
AGENCY-FHLMC	TD Ameritrade	07/17/18	100,000	07/30/19	2.393%	
TBILL	TD Ameritrade	07/13/17	500,000	07/31/19	1.353%	\$ 1,575,000
MUNICIPAL BOND	TD Ameritrade	02/23/17	100,000	08/01/19	1.500%	
AGENCY-FHLMC	TD Ameritrade	11/08/16	200,000	08/15/19	1.200%	
AGENCY-FHLB	TD Ameritrade	08/15/18	500,000	08/15/19	2.479%	
AGENCY-FNMA	TD Ameritrade	08/31/17	525,000	08/23/19	1.466%	\$ 1,325,000
MUNICIPAL BOND	TD Ameritrade	09/15/17	140,000	09/01/19	1.500%	
AGENCY-FHLMC	TD Ameritrade	07/13/17	1,000,000	09/20/19	1.535%	
AGENCY-FFCB	Country Club	10/06/17	300,000	09/26/19	1.489%	
AGENCY-FHLMC	TD Ameritrade	07/13/17	500,000	09/27/19	1.499%	
AGENCY-FNMA	TD Ameritrade	09/30/16	250,000	09/30/19	1.250%	
TBILL	TD Ameritrade	02/07/19	1,000,000	09/30/19	2.500%	\$ 3,190,000
AGENCY-FHLMC	Country Club	04/18/18	300,000	10/28/19	2.369%	
AGENCY-FHLMC	TD Ameritrade	10/30/17	750,000	10/30/19	1.650%	
AGENCY-FHLB	TD Ameritrade	01/31/18	190,000	10/30/19	2.165%	\$ 1,240,000
AGENCY-FFCB	Country Club	07/28/17	700,000	12/26/19	1.450%	
AGENCY-FHLMC	TD Ameritrade	06/30/16	500,000	12/30/19	1.100%	\$ 1,200,000
AGENCY-FHLB	TD Ameritrade	09/07/18	570,000	01/23/20	2.613%	
AGENCY-FFCB	Country Club	05/25/18	350,000	01/30/20	2.430%	\$ 920,000
TBILL	Country Club	08/15/18	242,500	02/15/20	1.250%	
TBILL	Country Club	08/15/18	242,500	02/15/20	1.250%	\$ 485,000
AGENCY-FHLB	Country Club	03/09/18	350,000	03/06/20	2.268%	
AGENCY-FHLB	Country Club	03/13/18	520,000	03/13/20	2.312%	

**Investment Listing by Maturity Date
3/31/2019**

Type	Location	Purchase Date	Par Amount	Maturity Date	Yield	Monthly Subtotal
AGENCY-FHLB	TD Ameritrade	11/08/16	300,000	03/13/20	1.409%	
AGENCY-FHLB	TD Ameritrade	03/28/19	500,000	03/18/20	2.431%	
AGENCY-FHLB	TD Ameritrade	03/27/18	300,000	03/27/20	2.420%	\$ 1,970,000
AGENCY-FFCB	TD Ameritrade	10/03/17	500,000	04/03/20	1.680%	
AGENCY-FFCB	Country Club	01/25/19	650,000	04/24/20	2.560%	
AGENCY-FHLB	TD Ameritrade	10/30/17	500,000	04/30/20	1.750%	\$ 1,650,000
AGENCY-FHLMC	TD Ameritrade	05/17/18	500,000	05/15/20	2.661%	\$ 500,000
AGENCY-FHLB	TD Ameritrade	11/08/18	500,000	06/12/20	2.910%	\$ 500,000
AGENCY-FHLB	TD Ameritrade	07/13/17	1,000,000	07/13/20	1.750%	
AGENCY-FFCB	TD Ameritrade	12/28/17	550,000	07/27/20	2.081%	\$ 1,550,000
MUNICIPAL BOND	TD Ameritrade	10/10/17	100,000	08/01/20	1.870%	\$ 100,000
AGENCY-FHLB	TD Ameritrade	03/14/19	500,000	09/14/20	2.584%	
AGENCY-FHLB	TD Ameritrade	09/28/17	750,000	09/28/20	1.889%	\$ 1,250,000
AGENCY-FFCB	Country Club	03/08/19	400,000	10/26/20	2.490%	
AGENCY-FHLB	TD Ameritrade	02/01/17	100,000	10/30/20	1.800%	\$ 500,000
AGENCY-FHLMC	TD Ameritrade	06/08/18	250,000	11/25/20	2.770%	\$ 250,000
AGENCY-FHLB	TD Ameritrade	11/28/17	500,000	01/19/21	1.956%	\$ 500,000
AGENCY-FHLMC	TD Ameritrade	03/14/17	500,000	02/26/21	1.356%	
AGENCY-FHLMC	TD Ameritrade	11/16/17	515,000	02/26/21	2.000%	\$ 1,015,000
AGENCY-FHLB	TD Ameritrade	11/30/17	500,000	04/28/21	1.820%	\$ 500,000
AGENCY-FHLB	TD Ameritrade	03/14/18	250,000	06/14/21	2.509%	\$ 250,000
				Weighted Yield	1.864%	<u>\$ 49,645,586</u>



INTEROFFICE MEMORANDUM



TO: MAYOR AND CITY COUNCIL
FROM: CARL SANDERS, CIP PROJECT COORDINATOR
SUBJECT: FEBRUARY CIP UPDATE
DATE: APRIL 8, 2019

HIGHLIGHTS

2018 Storm Drain Repairs

Our contractor has started backfilling, place asphalt wedging and restoration near the repaired curb inlets. Staff is working on punch list items with the contractor before final acceptance.

2019 Sidewalk In-Fill

Our Public Meeting will be on May 9th, 2019, 6:00 p.m. to 7:00 p.m., at City Hall Community Training Room. Advertise for bids in May and anticipate construction to start in June.

2019 CARS 67th Street Improvements

Affinis continues to work on the design of pedestrian access to the walking trail east of Turkey Creek. Staff anticipates preliminary plans for review to be completed late April.

Switzer Mill and Overlay

Limits of this project will be on Switzer Road from 47th Street to 55th Street, and 69th Street to 75th Street. The current construction scheduled is to begin on the north portion of Switzer Road in June 2019. The south portion is anticipated to begin in August 2019.

Capital Improvement Active Project List

Last Updated 4/3/2019

PROJECT NAME	FUNDING SOURCES	BUDGETED CONSTRUCTION COST	ACTUAL CONSTRUCTION COST	STATUS	DESIGN CONSULTANT	PUBLIC MEETING #1	PUBLIC MEETING #2	PUBLIC MEETING #3	ENGINEER'S ESTIMATE	BID OPENING	AWARD AT COUNCIL	CONTRACTOR	CONTRACT AMOUNT	NOTICE TO PROCEED	PROJECTED SUBSTANT COMPLETION DATE
2018															
2018 Storm Drain Repairs	General CIP	\$138,247	\$137,120.00	Construction	City					8/31/18	10/8/18	V.F. Anderson, Builders	\$123,600.00	12/11/18	1/18/19
2019															
2019 Sidewalk In-Fill	Special Sales Tax Street/Stormwater	\$495,000		Design	GBA	5/9/19									
67th Street Rehabilitation (2019 CARS)	CARS/Special Sales Tax Street/Stormwater	\$1,810,190		Design	Affinis	1/30/19									
Shawnee Mission Parkway Bridge Repairs over Turkey Creek	Special Sales Tax Street/Stormwater	\$210,923		Design	GBA										
Switzer Road (47th St. to 55th St. and 69th St. to 75th St.)	General CIP/ PW Special Highway	\$750,000		Construction	City of Shawnee							Pheonix Construction and Underground	\$508,848.00		

CITY COUNCIL SUGGESTED MOTIONS FOR YOUR CONSIDERATION

CONSENT AGENDA

1. Move that the council approve Consent Agenda item 1.

MAYOR'S REPORT

1. No motion.
2. No motion.
3. No motion.

FINANCE AND ADMINISTRATION

1. Move that the council approve an ordinance authorizing the sale, consumption and possession of alcoholic liquor during the Merriam Drive Live Event.
2. No motion.(first reading)
3. No motion.
4. No motion.

COMMUNITY DEVELOPMENT/PUBLIC WORKS

1. No motion.

STAFF ITEMS

EXECUTIVE SESSION

1. Move that the city council recess into executive session to discuss personnel matters of non-elected personnel as justified by K.S.A. 75-4319(b)(1), which allows the city council to recess into executive session to discuss personnel matters of nonelected personnel to protect the privacy of such personnel. Present will be the City Administrator, City Attorney and Governing Body. The open meeting will resume in the council chambers at _____.

West Vernon place residents
Signature list

Address, name

- 1) 6612 MASTIN ROCK JASO
- 2) 6631 Mastin Cal Shupp
- 3) 6630 Mastin St. Lall Wight
- 4) 6643 Mastin Dr. Heidi Maycraft
- 5) 6607 MASTIN DR. ALBERT T. REED
- 6) ↳ + 1 across street David Reed, son
- 7) 6520 Mastin Dr 66203
- 8) 6519 MASTIN Dr 66203
- 9) ✓ 492 C 5th dr
- 10) ✓ 10121 C 5th dr
- 11) ✓ 10118 W 65th Dr Maryfer
- 12) 10113 WEST Dr
- 13) 10117 W 65th Dr Kay Saucha
- 14) 10114 W 65th Dr
- 15) 10110 W 65th Dr [Signature]
- 16) 9925 W. 65th PLACE Kelly + Jim Ndam
- 17) 9921 W 65th Place Tam Bertonein

18) 9928 ~~Al~~ ~~65th~~ Pl. ~~Plano.~~

19) 9928 W 65th Pl. ~~Olson~~ Hanson / wing

20) 9925 65th Dr. ~~Olson~~ E Hardeman

21) 10102 W 65th St. ~~Olson~~ Hendrix

22) For 10107 ~~Olson~~ ~~Olson~~ ~~Olson~~

23) NO!! 6501 W 65th ~~Olson~~ ~~Olson~~

24) No " ~~Olson~~ Pat Willcutt

25) 6500 Mastin Dave + Ada Owen

26) 10128 65th Se Schrieber

27) 6504 Mastin Dr. Carla + Danny Erzell

28)

29)

30)

31)

32)

33)

34)

35)

36)