MERRIAM CITY COUNCIL AGENDA
CITY HALL
9001 WEST 62ND STREET
JANUARY 14, 2019
7:00 P.M.

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.

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 December 10, 2018.

2. Consider approval of an interlocal agreement with Johnson County CARS for 67th St. Antioch Rd. to west city limits project.

3. Consider approval of a Cooperative Agreement with Mid-America Regional Council (MARC) for operation and maintenance of the Operation Green Light (OGL) Traffic Control System.

4. Consider approval of the purchase of a fire truck.

5. Consider approval of the 2019 Super Pass agreement.

V. MAYOR'S REPORT

1. Swearing in Police Officers Nick Mouler and Kaleb Bryant.

2. Presentation of Life Saving Award to April Gebke.

VI. COUNCIL ITEMS

A. Finance and Administration

1. Consider approval of a non-discrimination ordinance.
2. Community Center Update.
3. Consider approval of pool features at the New Community Center.
4. Consider approval of 2019 Legislative Priorities.
5. Monthly Finance Report. (included in packet)

B. Community Development/Public Works/CIP

1. CIP Update. (included in packet)

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
DECEMBER 10, 2018
7:00 P.M.

I. CALL TO ORDER - PLEDGE OF ALLEGIANCE

Mayor 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
Robert Weems

Staff present: Chris Engel, City Administrator; Meredith Hauck, Assistant City Administrator; Kevin Bruemmer, Public Works Director; Nicole Proulx Aiken, City Attorney; Mike Daniels, Police Chief, Bryan Dehner, Fire Chief; Anna Slocum, Parks and Recreation Director; Cindy Ehart, Finance Director; 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 November 26, 2018.

2. Consider confirmation of the Drug and Alcoholism Council of Johnson County funding recommendations for 2019.

3. Consider Approval of Merriam Farmers' Market 2019 Schedule.

4. Consider final acceptance of Sidewalk Infill Phase II and 2018 Mill and Overlay project.

5. Confirm the re-appointment of Leah Ann McCormick to the Planning Commission for the term expiring December 31, 2021.

6. Confirm the re-appointments of Cole Stephens and Joseph Kronawitter to the Board of Zoning Appeals for the terms expiring December 31, 2021.

7. Confirm the re-appointments of LaVera Howard, Katie Leary, Grant Getzlow and Billy Crook to the Parks and Recreation Advisory Board for the terms expiring December 31, 2020.

Councilmember Hands asked that item 3 be removed.

COUNCILMEMBER FRISBY MOVED THAT THE COUNCIL APPROVE CONSENT AGENDA ITEMS 1-7 EXCLUDING ITEM 3. COUNCILMEMBER HANDS SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

Councilmember Hands asked which account the funding source was coming from and how eliminating the Wednesday Market will affect the budget, specifically staff time and advertising.

Parks and Recreation Director Anna Slocum stated that the funding source for the Farmers Market is the Transient Guest Tax fund. Regarding the staffing and advertising budget, there will be minimal impact to the budget. Staff savings is estimated at $800 and there is no change to the advertising/programming. It previously had been increased to accommodate the Wednesday Farmers Market for entertainment, while some entertainment on Saturdays was eliminated to balance out the increase. Advertising will remain the same as the Saturday and Wednesday Farmers Market were both listed in all advertising.

COUNCILMEMBER HANDS MOVED THAT THE COUNCIL APPROVE CONSENT AGENDA ITEM 3. COUNCILMEMBER PAPE SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

Mayor Sissom commented that in regard to Consent Agenda items 5-7, there are some of those folks in attendance. He thanked those board members for their past service and willingness and commitment to continue to serve on those boards in a volunteer capacity.

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V. MAYOR'S REPORT

1. Recognition of retiring Captain Doug Crockett for 32 years of fire service.

   Fire Chief Bryan Dehner commented that the citizens of Merriam and Overland Park have been very fortunate to have Captain Crockett for the past 32 years. He has been a great asset to the community as a whole and thanked him for his service.

   Captain Crockett commented that he has had a great career with both Merriam and Overland Park. Working with great staff at both cities has made that career enjoyable and he appreciated all the support from both cities. He thanked everyone for that support.

   Mayor Sissom commented that Captain Crockett has been a fixture at City Hall for many years and thanked him for his service.

2. Recognition of Carol Whitlock for 31 years of volunteer service to the Merriam Planning Commission.

   Mayor Sissom commented that at 6:00 this evening folks were invited to a recognition ceremony for Carol Whitlock. While she was unable to stay for the City Council meeting, he wanted to be sure to thank her for her service to Merriam.

3. Confirm the appointment of Cole Stephens to the Planning Commission for the term expiring December 31, 2021.

   COUNCILMEMBER PAPE MOVED THAT THE COUNCIL CONFIRM THE APPOINTMENT OF COLE STEPHENS TO THE PLANNING COMMISSION FOR THE TERM EXPIRING DECEMBER 31, 2021. COUNCILMEMBER HANDS SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

VI. COUNCIL ITEMS

A. Finance and Administration

1. Consider approval of a non-discrimination ordinance (first reading).

   City Attorney Nicole Proulx Aiken commented that rather than going over the entire ordinance, there are few areas she feels are important for the council to be aware of. This ordinance is very similar to other non-discrimination ordinances passed by other area cities. She reviewed the following sections of the ordinance that she felt is likely to need further discussion or consideration.

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The definition of Employer: means any individual or entity (*i.e.* corporation, partnership, limited liability company, association, labor organization, mutual company, joint-stock company, trust, unincorporated organization) employing four or more employees, the city (including all departments, boards, agencies), and any city contractor. For purposes of this article, no religious organization or non-profit fraternal or social association/corporation shall be considered to be an employer.

The reason four or more employees was chosen was because that is what the state law is for discrimination complaints, and the federal law under Title VII is 15 employees. So, four employees were selected to align with state law. This definition also includes the city and any city contractors. The definition exempts religious and fraternal or social clubs and state law also exempts these types of organizations from their discrimination statues. Federal law exempts fraternal organizations as employers.

The definition of public accommodation exempts also exempts (1) a religious organization; (2) any hotel, motel, restaurant or theater operated by a nonprofit fraternal or social association/corporation that restricts its facilities and services to the members of such association/corporation and their guests; or (3) any nonprofit fraternal or social association/corporation, or bona fide civic, political, or religious organization, when the profits of such association/corporation or organization, above reasonable and necessary expenses, are solely for its benefit or mission. Again, these types of organizations are exempt under state discrimination laws.

The definition of rental housing means: any real property, consisting of more than four dwelling units, which is required to obtain a license or permit pursuant to the provisions of Chapter 14 of the Merriam Code. The four dwelling units was selected as it too is defined this way under state discrimination laws.

The enforcement of this ordinance is outlined in the ordinance to allow a complaint to be filed with the city and investigated. As sample compliant form was included in the Agenda Packet. The investigator would be appointed by the Mayor with council approval. The investigator would investigate the claim and decide if a violation occurred. If it is determined that a discrimination violation occurred, then the investigator would ask for conciliation and settlement. The parties would try to mediate and come to an agreement. If no agreement can be made then the violation would require a hearing where the hearing officer would make a decision on the case. All decisions can be appealed to Johnson County District Court.

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Any fees charged by the investigator would be split equally by the parties, unless the investigator determines the fees should be paid by one party over the other. If the complaint requires a hearing because one party refuses to participate in conciliation and settlement, or a settlement is not executed within 30 days, then the investigator's fees for the hearing and the hearing officer's fees will be assessed to the non-prevailing party. At the hearing and appeal level each party bears their own attorney fees.

Councilmember Pape asked who would be the investigator, hearing officer etc. in these cases.

Attorney Aiken responded it could be the city prosecutor or a third-party individual, such as an attorney with experience in this area would be hired for these cases. She further commented that the ordinance requires a third-party investigator be hired if the city is a party to the complaint, as we would not be allowed to use someone within our organization.

Mayor Sissom indicated that it would be his preference to hire a third-party individual who is not connected with the city.

Councilmember Frisby asked about the damages and civil penalty amount of $500 and commented that other cities have that penalty amount at $1,000. He asked if that could be increased as he feels the higher amount may be more of a deterrent.

He also voiced concerns about the section of the ordinance regarding the appeal process that requires the prevailing party to pay court costs and reasonable attorney fees which may cause a hardship to someone with low income and they may drop the case because they are not financially able to afford to pursue an appeal.

Attorney Aiken responded that the ordinance does says the court may require that, it is not for sure that it would actually happen and this is a typical practice on all appeal cases.

Councilmember Neal voiced concerns about the assessment of the investigators fees and feels the language could be clearer and better defined.

Attorney Aiken commented that there are state statutes that are more defined as it relates to assessing these types of fees. However, there is an advantage to giving more discretion to the investigator as an example, if an employer is being uncooperative with the investigation or not following procedures, meeting deadlines etc. this language gives the investigator the option to assess the fees to the uncooperative party solely. The other side

of this could be that the claim is false, not brought in on good faith and is simply wasting everyone's time, then the fees could be assessed against the complaining party. The language, as written, gives that flexibility to the investigator.

City Administrator Chris Engel indicated that staff is preparing a postcard to notify businesses in the city with four or more employees that the council is considering this ordinance. Providing some advanced notice will allow for feedback from the businesses.

There was some discussion regarding the fine of $500 or $1,000, whichever is determined to be the fee and the issue of unlawful termination of an employee due to discrimination. While the fee would be assessed if it was found a discriminatory act occurred, including unlawful termination, it is unclear if the employer would be required to hire the individual back.

Attorney Aiken commented that if a party was found in violation of the ordinance, actual damages could be assessed which could include the back pay of the terminated employee however, she would need to research if there would be any way this ordinance would require the employer to give the employee their job back.

Mayor Sissom commented that an individual has the right to file a lawsuit against their employer for wrongful termination for whatever reason. Those cases are heard through the district court and there is a remedy for this at a higher level than city court. A finding through the city's complaint process and hearing that discrimination occurred would very likely cause someone to sue that employer on a higher level so he feels that this ordinance at the city level may not be the best place to offer the remedy of getting an individual's job back.

Mayor Sissom concluded that based on the discussion, there are a few items that the City Attorney will further research, and will provide an updated draft ordinance for further consideration. He asked if there were any members of the audience who would like to make comments on the ordinance.

Billy Crook, 6633 Wedd St., commented that he feels the ordinance is pretty good so far and reminded the council how Merriam has a rich history of leading the way for civil rights. He feels that an exception in the ordinance for religious organizations may lead to abuse of this ordinance. He understands that even Title VII has exceptions but, does not feel the two are similar enough to allow that exception in the non-discrimination ordinance.

Christopher Leach, 8600 W. 60th St., commented that he supports adopting this ordinance. There are no federal protections for LGBTQ individuals and 32 states have failed to implement those protections as well. He feels that since the at the federal level these protections are not being met it is imperative that these protections come at the local level. Non-discrimination does not mean people won't discriminate and does not mean inclusion, but he feels it is a step in the right direction and feels it makes good business sense. Many major employers have extended verbal protections for LGBTQ employees and customers, and train their staff to be welcoming and inclusive to all customers. He feels that passing this ordinance shows a commitment to the general welfare of all residents of Merriam. These ordinances are not seeking special protections or discrete privilege for a particular population group but allows all people to live and prosper accordingly.

Brian Chapley, 8824 W. 49th Ter., commented that he has previously spoke on this issue at a past city council meeting. Tonight, he wanted to comment that this ordinance is needed and no one is asking for special rights. This ordinance is intended to cover everyone equally. He commented that LBGTQ youth are three times more likely to attempt suicide, and 43% of homeless youth identify themselves as LGBTQ. Of that group, 70% have said that the rejection of their family and community is the reason they are homeless. When the family and community of the transgender youth is accepting of them, it saves lives.

Regarding the ordinance, the broad spectrum of the investigator and having certain guidelines in sync with state law is understandable, but the state of Kansas has made it fairly clear that they will not offer the same protections to all citizens. So rather that being in-line with state law, maybe being very specific would offer better protections. He expressed that he is very pleased with the ordinance as a whole. However, the section that requires both parties to bear the cost of the attorneys regardless of the outcome, and other financial responsibilities based on the outcome he feels may be a burden on those individuals who are impoverished and are most likely the ones who will bring a complaint forward. Maybe they have lost their job or housing, and that aspect of the ordinance may be the one thing that would keep them from bringing a complaint forward because they simply can't afford to.

Una Allen, 9521 Granada, commented that as a transgender individual, global technology lead with Black and Veatch and president of 90.1 FM KKFI radio, she has a strong passion to uplift, represent, fight for and serve the underserved members of the community. This ordinance, she feels will

help with the underserved and under represented in the community who need these protections. She further commented that this ordinance is needed to protect the LGBTQ community from discriminatory practices. While some folks may say it is not needed because there are no complaints regarding this happening to people, the reason people don't complain is because there are no laws protecting them so there is no point to complain. She feels that passing this ordinance gives a message of hope in the LGBTQ community in Merriam and Johnson County. She feels this is the right thing to do for all Americans.

Laticia Harmon, Policy Director, ACLU Kansas, commented that her colleague presented information at a previous city council meeting but she wanted to confirm the support of the ACLU Kansas for this ordinance. She voiced concerns regarding the section of the ordinance (5 (j)) which would require each party to bear their own attorneys fees. She feels this would be burdensome from those with lower income and discourage them from seeking justice. She suggested amending this so that the non-prevailing party bear those costs. She encouraged the council to approve the ordinance to assure protection for citizens for housing, employment and public accommodations, that the state will not offer.

Emily McDaniel, 215 W. Pershing Rd., commented that as she grew up in Springfield, MO, attended college at MU and now lives in Kansas City, MO. The cities of Columbia and Kansas City have laws that protect LGBTQ individuals from discrimination. The city of Springfield, MO does not. She deals with worry a lot because of who she is; worry about losing a job, even though you are really good at it; worry about getting evicted from housing, even though you pay your rent on time. She feels that the council has an opportunity to better people's lives with this ordinance.

Mayor Sissom commented that he receives emails from people who do not attend these meetings, but want to be heard and share their opinions. One individual expressed opposition to this ordinance mostly due to concerns and her fear of transgender individuals and the use of bathrooms.

Another individual expressed expanding this ordinance to include disabled persons. There are other laws that cover individuals with disabilities.

Another email expressed that this ordinance should cover individuals with medical issues and conditions as these folks can also struggle with employment and housing due to a certain medical condition.

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Mayor Sissom commented that this will conclude the first reading of this ordinance and it will advance to the second reading with a few edits to be made by the City Attorney.

2. Community Center Update.

Assistant City Administrator Meredith Hauck provided the monthly Community Center Update.

Demolition is nearly finished and grading will begin soon on the site. The city has a You Tube channel that shows videos of the progress monthly. Tonight, the council will be asked to approve Bid Packet #2, in February Bid Packet #3 will be ready for approval. Bid Packet #3 will have the Guaranteed Maximum Price (GMP). In the spring, after foundation work is complete, pre-formed cast walls will be placed for the parking structure.

The Design Committee will meet this Wednesday to decide what "fun features" will go in the pools. Once that is decided by the committee, the council will be making the final decision of the design of the pools in January.

The public art portion of the project is moving along with the Public Art Committee selecting a public art consultant, Designing Local. This firm was selected due to their experience with city planning and landscape architecture as well as public art expertise. The committee felt their additional background in those two areas was a great asset to add to the project.

3. Consider approval of Bid Package #2 with McCarthy.

Assistant City Administrator Meredith Hauck provided the background for this item.

The approval of Bid Package # 2 authorizes funds to allow McCarthy to enter into subcontracts for the following scopes of work: Foundations/Site Concrete, Structural Steel, Elevator, HVAC, and Electrical. It also authorizes funds for the General Requirements and General Conditions associated with this bid package; as well as "Indirects and Fees", which are based on a percentage of the total bid package and include items such as insurance, bond payments, associated contingency, etc.

Bid Package #3 will come with the adoption of the final Guaranteed Maximum Price (GMP) in February 2019.

The City previously approved the following with McCarthy:
McCarthy Base Contract: March 12, 2018

Change Order #1 for Aquatic Consultant: May 14, 2018

Charge Order #2 for Updated Schedule and Related Fees: June 25, 2018

Change Order #3 for Parking Structure Design and Pre-Construction Fees: June 25, 2018

Change Order #4 for Bid Package #1: September 24, 2018

Brad Schoen, Pre-construction Director, McCarthy Construction, commented that the steel package included in this bid received favorable pricing on the steel. Locking in those contracts before the end of the year should not affect the pricing. However, there is an amount of $50,000 being held back as contingency in case there are additional tariffs imposed.

COUNCILMEMBER HANDS MOVED THAT THE COUNCIL APPROVE BID PACKAGE #2 WITH MCCARTHY. COUNCILMEMBER HUPP SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

4. Monthly Finance Report.

   Finance Director Cindy Ehart presented the finance report for the month of November.

5. Consider approval of a resolution amending the Employee Handbook to add a Volunteer Policy.

   City Administrator Chris Engel provided the background for this item.

   Each year city staff receive multiple employee requests for time off for the purpose of volunteering. Also, each year the city is approached by organizations sharing other volunteer opportunities. Examples of where these opportunities exist include the Johnson County Christmas Bureau, local elementary schools, Johnson County Household Hazardous Waste, or Johnson County Elections. Many of those opportunities occur during the work day and are often only a few hours in duration. There is no current policy providing guidance on this issue. But current practice is to grant limited paid time-off for those volunteer opportunities that promote our values or reinforce the greater mission to serve the public.

   If approved, the proposed policy would annually allow employees up to the 24 hours of paid time off to support a nonprofit organization(s) of their choosing. It describes how new employees will be granted volunteer time, the process by which that time be requested, and the determinants for

approval of their request. In short, the proposed policy would formalize our current practice and make it uniform.

If approved, this policy would become part of the Employee Handbook. The Employee Handbook is designed to provide information about working conditions, employee benefits, and policies affecting employment with the city. The city develops these policies for the purpose of promoting fair and consistent practices by managers and employees. The last update to the handbook was in July 2016.

As volunteer time would only be granted after consideration of business / operational needs and occur during a normal work day it is anticipated the approval of this policy would have a negligible impact on the budget

COUNCILMEMBER HANDS MOVED THAT THE COUNCIL APPROVE A RESOLUTION AMENDING THE EMPLOYEE HANDBOOK TO ADD A VOLUNTEER POLICY. COUNCILMEMBER HUPP SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

B. Community Development/Public Works/CIP

1. CIP Update. (included in packet)

VII. STAFF ITEMS

Councilmember Hands commented that she had the pleasure recently to attend an awards ceremony for the “2018 When Work Works” award from the Women’s Foundation, The City of Kansas City, Missouri and the Society for Human Resource Management of Greater Kansas City. There were three awards presented from 1,500 applications and Merriam was the only city to receive the award.

VIII. NEW BUSINESS

IX. EXECUTIVE SESSION

X. ADJOURNMENT

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COUNCIL, COUNCILMEMBER HANDS MOVED TO ADJOURN AT 9:08 PM. COUNCILMEMBER HUPP SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

Respectfully submitted,

Juliana Pinnick

Juliana Pinnick
City Clerk

DRAFT

AGENDA ITEM INFORMATION FORM

AGENDA ITEM:	Execute an Inter-Local Agreement with Johnson County for Johnson County's County Assistance Road System (CARS) funding of the public improvements to 67th Street from Antioch Road to West City Limits.
SUBMITTED BY:	Kevin Bruemmer, Public Works Director
MEETING DATE:	January 14, 2019

PROJECT BACKGROUND/DESCRIPTION:

Staff requested funding from Johnson County's County Assistance Road System (CARS) program for the 67th Street Improvements from Antioch Road to West City Limits. The Johnson County Board of County Commissioners adopted the project for construction in 2019.

The estimated Project cost is $2,251,531, a portion of which is CARS eligible. The CARS eligible portion (construction and construction engineering) is estimated to be $1,991,209, CARS will fund 50% of eligible costs up to a maximum of $996,000.

CITY COUNCIL GOALS AND OBJECTIVES

3.2 Sustain capital improvement efforts.

FINANCIAL IMPACT

Amount of Request/Contract:	
Amount Budgeted:	$2,251,531, CARS eligible $1,991,209, maximum CARS reimbursement $996,000
Funding Source/Account #:	CARS/Special Sales Tax

SUPPORTING DOCUMENTS

CARS Interlocal Agreement

ACTION NEEDED/STAFF RECOMMENDATION

Recommend that City Council authorize the Mayor to sign the Inter-Local Agreement with Johnson County for the County's CARS program on the 67th Street Improvements from Antioch Road to West City Limits.

Agreement between Johnson County, Kansas, and the City of Merriam, Kansas, for the Public Improvement of 67th St from Antioch Rd to West City Limits (320001307)

THIS AGREEMENT, made and entered into this _____ day of _____, 2019 by and between the Board of County Commissioners of Johnson County, Kansas ("Board") and the City of Merriam, Kansas ("City").

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public improvements to 67th St from Antioch Rd to West City Limits (the "Project"); and

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

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

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

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to execute any and all Agreements for County participation in any CARS Program project which has been approved and authorized pursuant to the Policies and Guidelines adopted by the Board and for which funding has been authorized and budgeted therefore; and

WHEREAS, the governing body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the _____ day of _____, 2019.

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

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

2. **Estimated Cost and Funding of Project**

   a. The estimated cost of the Project ("Project Costs"), a portion of which is reimbursable under this Agreement, is Two Million Two Hundred Fifty One Thousand Five Hundred Thirty One Dollars ($2,251,531).

   b. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.

   c. The Project Costs shall be allocated between the parties as follows:

      i. The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed Nine Hundred Ninety Six Thousand Dollars ($996,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the City may be reimbursed through any source other than the general residents or taxpayers of the City. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:

         1. Land acquisition, right-of-way acquisition, or utility relocation;
         2. Legal fees and expenses, design engineering services, Project administration, or financing costs;

3. Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
4. Project overruns;
5. Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and;
6. Minor change orders which are not separately and specifically approved and authorized by the Director of Public Works & Infrastructure of Johnson County, Kansas ("Public Works Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the CARS Program Policies and Guidelines and administrative procedures thereto adopted by the Board.

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

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

3. **Financing**

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

b. The City shall pay its portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing body of the City.

4. **Administration of Project.** The Project shall be administered by the City, acting by and through its designated representative who shall be the City public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:

a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the Project Costs.

b. Submit a copy of the plans and specifications for the Project to the Johnson County Public Works Director for review, prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Public Works Director or his designee shall review the copy of the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.

c. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City. In the solicitation of bids, the appropriate combination of best bids shall be determined by the City.

d. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.

e. Submit to the Public Works Director a statement of actual costs and expenses in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the

month in which costs and expenses have been paid. The Public Works Director shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas, ("Finance Director") cause payment to be made to the City of the Board's portion of the Project Costs within thirty (30) days after receipt of such payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board make payment prior to construction or at times other than set forth in this subsection, the Public Works Director and the Finance Director may authorize such payment.

f. Except when doing so would violate a state or federal rule or regulation, cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Public Works Director.

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

It is further understood and agreed by the City that to the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

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

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

> The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City of Merriam harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.
>
> The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

5. **Acquisition of Real Property for the Project**

   a. The Board shall not pay any costs for acquisition of real property in connection with the Project.

   b. The City shall be responsible for the acquisition of any real property, together with improvements thereon, located within the City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. **Duration and Termination of Agreement**

a. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.b. herein below. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The City shall provide a copy of the Project Administrator's certification to both the Public Works Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.

b. It is understood and agreed that the Public Works Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project by the City. In the event that the Public Works Director determines that satisfactory progress is not being made on the Project due to the City's breach of this Agreement by not meeting the agreed upon project deadlines or otherwise not complying with the terms of this Agreement, the Public Works Director is authorized to notify the City that it shall have thirty (30) days from receipt of such notification to take steps to cure the breach (the "Cure Period"). It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Public Works Director, that satisfactory progress is not being made on the Project and that the City has not taken sufficient steps to cure the breach during the Cure Period. Should the Board exercise its option as provided herein, it shall send written notice of the same to the City and the Board shall have no further liability or obligation under this Agreement.

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

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

Board of County Commissioners of Johnson County, Kansas

Ed Eilert, Chairman

Attest:

Lynda Sader
Deputy County Clerk

Approved as to form:

Robert A. Ford
Assistant County Counselor

City of Merriam, Kansas

Ken Sissom, Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

AGENDA ITEM INFORMATION FORM

AGENDA ITEM:	Consider approval of a Cooperative Agreement with Mid-America Regional Council (MARC) for operation and maintenance of the Operation Green Light (OGL) Traffic Control System
SUBMITTED BY:	Kevin Bruemmer, Public Works Director
MEETING DATE:	January 14, 2019

PROJECT BACKGROUND/DESCRIPTION:

Operation Green Light (OGL) is a regional effort to improve traffic flow and reduce vehicle emissions by reducing travel delays and congestion. MARC worked with federal, state, and local agencies to develop and implement a system that will coordinate traffic signal timings plans and communication between traffic signal equipment across jurisdictional boundaries. All the participating City of Merriam signals received hardware upgrades to communicate directly with the MARC Control Center for optimal traffic signal timing.

Attached is an agreement between MARC and the City of Merriam. Generally, the participating corridors include Shawnee Mission Parkway – Mastin to Craig, Johnson Drive – Merriam Drive to Antioch, 75th Street – Switzer to Antioch, Antioch Road – I-35 to 55th Terrace and Antioch Road – Johnson Drive to Shawnee Mission Parkway. There are 23 participating intersections, some of which are shared with adjacent cities. The City of Merriam has Eighteen (18) intersections currently entered into the agreement.

By entering into this agreement with MARC, operation and maintenance of communication facilities necessary for coordination and monitoring of these corridors occurs from the Regional Traffic Management Center (RTMC).

In Exhibit 3: Compensation of the Agreement is a summary of contract amount per year. The MARC OGL has received federal subsidy to supplement local agencies share of the costs. The actual cost per signal under OGL is $1200.00 However, Federal Surface Transportation funding covers 50% of per signal cost.

Total cost for 2019-2020 is $21,600.00 for which the City will be billed $10,800 annually. The City Attorney has reviewed this agreement.

CITY COUNCIL GOALS AND OBJECTIVES

FINANCIAL IMPACT

Amount of Contract:	$10,800.00 annually
Amount Budgeted:	$14,400.00
Funding Source/Account #:	001.1520.419.43.16

SUPPORTING DOCUMENTS

Cooperative Agreement

ACTION NEEDED/STAFF RECOMMENDATION

Approve and authorize the Mayor to sign a Cooperative Agreement with MARC for operation and maintenance of the Operation Green Light (OGL) Traffic Control System for years 2019-2020 for $21,600.00

OPERATION GREENLIGHT
TURNING STOP LIGHTS INTO GO LIGHTS

WHAT IS OGL?

Operation Green Light (OGL) is a regional effort to improve traffic flow and reduce vehicle emissions in the Kansas City area. Coordinated through the Mid-America Regional Council (MARC), it is supported by local agencies, driven by their expert staff, and powered by technology

WHAT WE DO

OGL works with federal, state, and local agencies to develop and implement a regional network of signals. This system provides uniform traffic management across jurisdictional boundaries in Kansas City allowing for better collaboration among all agencies.

The system coordinates traffic signal timing plans and communication between traffic signal equipment, improving the flow of traffic in the region.

OGL tracks signal-related malfunctions in the field and provides improved maintenance and infrastructure to partner jurisdictions.

OGL is paving the way in the traffic sector within the Kansas City region through innovation and collaboration.

ANNUAL BENEFITS

220 MILLION
FEWER VEHICLE STOPS

1.9 MILLION
HOURS SAVED

1.8 MILLION
GALLONS SAVED

3,000 TONS
OF POLLUTANTS AVOIDED

$35.2 MILLION
DOLLARS SAVED

FAST FACTS

700+ Traffic Signals

200+ Roadway Miles

1.6 Million Trips/Day

50/50 Local Agency/ Federal Funding

$600 Local Agency Annual Cost Per Signal

MOVING FORWARD

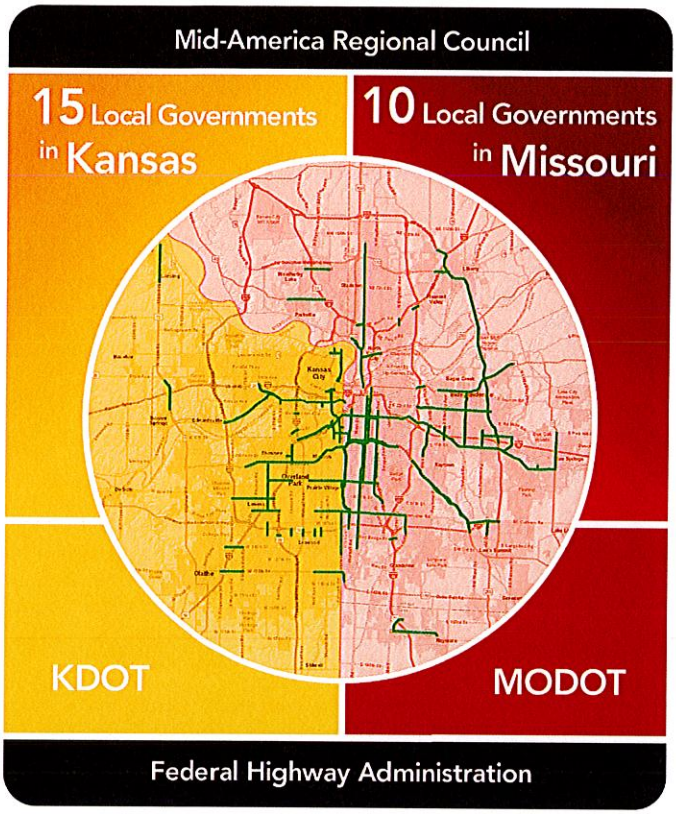
OGL is constantly working with partner agencies to look for new and innovative strategies that can be implemented within the Kansas City region to further improve traffic conditions. Some of the strategies and technologies we are currently investigating and implementing include:

- Arterial diversion routes for incidents occurring on interstates
- Adaptive and responsive signal control
- Use of crowd-sourced data in decision making
- Actively preparing for the integration of connected and automated vehicles

www.marc.org/transportation/commuting

MARC MID-AMERICA REGIONAL COUNCIL | OPERATION GREENLIGHT TURNING STOP LIGHTS INTO GO LIGHTS

AGENCIES & PARTNERS



BENEFITS OF PARTICIPATION

There are many benefits to partnering in the OGL program. OGL staff coordinate better traffic flow along every corridor by constantly monitoring real-time operations, assisting with timing changes for roadwork projects and incidents, and supporting agency traffic signal maintenance activities. OGL partners often pursue additional funding for traffic signal system improvements together, increasing the chances of being selected. OGL paves the way by providing leadership and coordination in the evaluation of new strategies and technologies to improve the system and benefit every Kansas City area traveler.

Data Sources: Traffic volume data on designated OGL corridors from MoDOT and KDOT published AADT reports. Population estimates from most recent US Census. Timing benefits averaged from all measured initial corridor timings from 2008 through 2015, including calculated values for delays, fuel, pollution, and the value of time.

COOPERATIVE AGREEMENT
FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT
TRAFFIC CONTROL SYSTEM

THIS COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROLS SYSTEM (this "Agreement") is made and entered into by and between Mid-America Regional Council ("MARC"), a consortium of cities in the nine county Kansas City Metropolitan Area, a Regional Planning Commission and a Missouri not for profit corporation and the City of Bonner Springs, Kansas; the City of Fairway, Kansas; the City of Lansing, Kansas; the City of Leavenworth, Kansas; the City of Leawood, Kansas; the City of Lenexa, Kansas; the City of Merriam, Kansas; the City of Mission, Kansas; the City of Mission Woods, Kansas; the City of Olathe, Kansas; the City of Overland Park, Kansas; the City of Prairie Village, Kansas; the City of Shawnee, Kansas; the City of Westwood, Kansas; and the Unified Government of Wyandotte County, Kansas City, Kansas (collectively, the "Member Agencies" or "Member Agency").

WHEREAS, MARC performed a feasibility study "*Operation Green Light Feasibility Report, June 2000*" (the "Feasibility Report"), which created a regional arterial traffic signal coordination system known as "Operation Green Light" ("OGL"), for the Kansas City Urban Area; and

WHEREAS, the Strategic Plan 2017-2020 established the vision, mission, objectives, and goals of the program; and

WHEREAS, improvement in traffic operational efficiency, air quality, and monetary savings to the Member Agencies and the public can be realized from a consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency; and

WHEREAS, several Missouri agencies and political subdivisions are contracting with MARC to participate in OGL for coordination in the Missouri portions of the Kansas City Urban Area; and

WHEREAS, the Kansas Department of Transportation ("KDOT") is also contracting with MARC to participate in OGL; and

WHEREAS, the Member Agencies which are political subdivisions or agencies of the State of Kansas are authorized pursuant to the provisions of Section 12-2908 of the Kansas Statutes Annotated to enter into cooperative agreements for the purpose of coordinating traffic signals between and within the Jurisdictional Boundaries of the Member Agencies; and

WHEREAS, each Member Agency has agreed to enter into an agreement to fund the cost of operating such a Regional Traffic Control System, and to mutually cooperate regarding the operation of the same; and

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, MARC and the Member Agencies (collectively, the "Parties") mutually agree as follows:

Sec. 1. STATUTORY AUTHORITY. Pursuant to the authority set forth in K.S.A. 12-2908 the parties enter into this Agreement for the funding of the operations of the Regional Traffic Control System for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a regional perspective.

Sec. 2. DEFINITIONS. As used in this Agreement, and Exhibit 1 through Exhibit 6, attached hereto and incorporated herein by this reference, the following words shall have the meanings set forth herein:

Exhibit 1 – Steering Committee Document

Exhibit 2 – Scope of Services

Exhibit 3 – Compensation

Exhibit 4 – Insurance Requirements

Exhibit 5 – Ownership Matrix

Exhibit 6 – Concept of Operations

Communications Network – all telecommunication infrastructure between Regional Traffic Management Centers and Traffic Signal Controllers which are a part of the Regional Traffic Control System.

Jurisdictional Boundaries – the geographical boundaries of the governmental entities acting as political subdivisions of the States of Kansas.

Jurisdictional Control Center – the site or location designated by the Member Agency containing various equipment, computer hardware, and computer software capable of controlling and coordinating all Traffic Signal Controllers located within the Jurisdictional Boundaries of the Member Agency.

Member Agencies – agencies that have entered into an agreement with MARC to participate in funding the cost of design, construction, and operations of the Regional Traffic Control System.

Private Firms – any private firm or firms engaged by MARC to perform or provide any services, directly or indirectly, related to the operations of the Regional Traffic Control System (including, without limitation, design services provided for on-going operations), as more particularly set forth in Exhibit 2.

Regional Traffic Control System – an array of components including Traffic Signal Controllers, wireless and wireline telecommunications equipment, interface units, computer hardware and software, digital storage media, operator's console, peripherals, and other related devices designed to monitor, control, and coordinate traffic movements at signalized intersections according to a given or developed plan.

Regional Traffic Management Center – the site or location designated by the Steering Committee containing various equipment, computer hardware, and computer software capable of controlling and coordinating the Regional Traffic Control System. The

Regional Traffic Management Center is sometimes referred to herein and in the Exhibits as the Traffic Operations Center ("TOC").

Steering Committee – that committee created for the purpose of assisting and advising MARC with respect to the plans, specifications, construction, installation, and operation of the Regional Traffic Control System and consisting of voting representatives from the Member Agencies, KDOT and participating agencies and political subdivisions of the State of Missouri which have entered into similar agreements with MARC regarding OGL. The membership structure and policy are set forth in Exhibit 1.

Traffic Signal Controller – a complete electrical mechanism responsible for traffic signal control and operation at an individual intersection.

Sec. 3. RESPONSIBILITIES OF PARTIES.

(a) MARC. MARC is hereby designated the administrator and is by virtue of this designation responsible for administering this cooperative undertaking. As administrator, MARC shall perform or cause to be performed the services set forth in Exhibit 2.

(b) Member Agencies. In addition to the obligations set forth in this Agreement, the Member Agencies shall each also perform all the obligations set forth in the document entitled "OGL Concept of Operations: Roles and Responsibilities", attached hereto as Exhibit 6. Furthermore, the Member Agencies each individually agree that they shall not interfere with MARC's exercise of its obligations under this Agreement, including, but not limited to MARC's deployment of the regional signal timing and on-going operations of the Regional Traffic Control System.

Sec. 4. SHARE OF COSTS. Subject to the conditions set forth in this Agreement, the Member Agencies shall each make payment to MARC the sum set forth in Exhibit 3, which is attached hereto and incorporated by reference as if fully set forth herein. The cost associated with Member Agencies represent each individual agency's share of the cost for the maintenance and operation of the Regional Traffic Control System, as set forth in said Exhibit 3. The "Operation Green Light Location/ Ownership Matrix" set forth in Exhibit 5 identifies the location and ownership of the software, hardware, and other components comprising the Regional Traffic Control System.

Sec. 5. SHARING INFORMATION. MARC shall share information related to the maintenance and operation of the Regional Traffic Control System with the Member Agencies, KDOT and participating agencies and political subdivisions of the State of Missouri and the Member Agencies shall cooperate in sharing information among themselves, KDOT, with the participating agencies and political subdivisions of the State of Missouri and with MARC necessary for the on-going maintenance and operation of the Regional Traffic Control System.

Sec. 6. SEVERABILITY. Should any provision hereof for any reason be deemed or ruled illegal, invalid, or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

Sec. 7. AUTONOMY. No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

Sec. 8. EFFECTIVE DATE. The effective date of this Agreement shall be upon complete execution by the Parties.

Sec. 9. TERMINATION FOR CONVENIENCE. Any party to this Agreement may terminate this Agreement by giving one hundred eighty (180) days' written notice to the other party. Financial obligations will be honored up to the effective date of termination. A Member Agency that terminates this Agreement may no longer be granted access to the Regional Traffic Control System. Costs may be incurred by the Member Agency terminating the Agreement for MARC to uninstall or transfer ownership of network equipment owned by MARC.

Any party or parties' unilateral decision to terminate their participation in this Agreement shall not affect the rights of the other parties to continue cooperation under this Agreement, and this Agreement shall continue to be in effect for all parties not-exercising rights to terminate their participation in this Agreement.

Sec. 10. MERGER. This Agreement constitutes the entire agreement between the parties with respect to this subject matter.

Sec. 11. NO AUTHORITY ON BEHALF OF OTHER PARTIES. This agreement does not give any party hereto authority to take any action or execute any documents on behalf of any other party to this Agreement.

Sec. 12. COMPLIANCE WITH LAWS. All parties to this Agreement shall comply with and shall require any Private Firms contracted pursuant to this Agreement to comply with all federal, state, and local laws, ordinances, and regulations applicable to the work and this Agreement.

Sec. 13. DEFAULT AND REMEDIES. If any party of this Agreement is in Default or breach of any provision of this Agreement, any non-defaulting party may terminate their participation and cooperation in this Agreement, withhold payment, or invoke any other legal or equitable remedy after giving written notice and opportunity to correct such default or breach within thirty (30) days of receipt of such notice; provided, however, if such default or breach cannot be cured within thirty (30) days, then any non-defaulting party shall notify the party in default in writing and commence to cure within thirty (30) days.

Any party or parties' unilateral decision to terminate their participation in this Agreement shall not affect the rights of the other parties to continue cooperation under this Agreement, and this Agreement shall continue to be in effect for all parties not-exercising rights to terminate their participation in this Agreement.

Sec. 14. WAIVER. Waiver by the any party to this Agreement of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of all of the Parties to this Agreement, and forbearance or indulgence by any party to this Agreement in any regard whatsoever shall not constitute a waiver of same to be

performed by said party to which the same may apply and, until complete performance of the term, covenant, or condition, the Parties to this Agreement shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 15. MODIFICATION. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified, or amended except in writing signed by each party to this Agreement; provided, however, the Exhibits to this Agreement may be modified by agreement of a majority vote of the Steering Committee without each Member Agency approving and executing an amendment to this Agreement.

Sec. 16. HEADINGS; CONSTRUCTION OF AGREEMENT. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine, or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 17. AUDIT. Each Member Agency shall have the right to audit this Agreement and all books, documents, and records relating thereto upon written request to MARC. MARC shall maintain all its books, documents, and records relating to this Agreement and any contract during the period of this Agreement for three (3) years after the date of final payment of the contract or this Agreement, whichever expires last. The books, documents, and records shall be made available for any and each of the Member Agencies' review within fifteen (15) business days after the written request is made.

Sec. 18. AFFIRMATIVE ACTION; NON-DISCRIMINATION.

(a) MARC shall require Private Firms to establish and maintain for the term of this Agreement an Affirmative Action Program in accordance with the provisions of Title VI of the Civil Rights Act of 1964, as amended. More specifically, any third party firm will comply with the applicable regulations of the U. S. Department of Transportation ("USDOT") relative to non-discrimination in federally assisted programs of the USDOT, as contained in 49 C.F.R. 21 through Appendix H and 23 C.F.R. 710.405, which are herein incorporated by reference and made a part of this Agreement.

(b) During the performance of this Agreement or any subcontract resulting thereof, MARC, Private Firms, and all subcontractors and vendors (the Private Firms, together with all subcontractors and vendors, shall for purposes of this Section 18 be collectively referred to as the "Other Contractor Parties") shall observe the provisions of the Kansas Acts Against Discrimination (K.S.A. 44-1001 et seq.) and Title VII of the Civil Rights Act of 1964 as amended and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, national origin, age, disability, ancestry, veteran status, or low income. In all solicitations or advertisements for employees, MARC and the Other Contractor Parties shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission"). If MARC fails to comply with the manner in which MARC reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, or if MARC is found guilty of a violation

of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, MARC shall be deemed to have breached this Agreement, and this Agreement may be canceled, terminated, or suspended, in whole or in part, by any of the Member Agencies.

(c) MARC shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.), as well as all other federal, state, and local laws, ordinances, and regulations applicable to this project, and shall furnish any certification required by any federal, state, or local laws, ordinances, and regulations applicable to this project and shall furnish any certification required by any federal, state, or local governmental agency in connection therewith.

(d) MARC shall include the provisions of paragraphs (b) through (c) above in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

Sec. 19. ASSIGNABILITY OR SUBCONTRACTING. MARC shall not subcontract, assign, or transfer any part or all of MARC's obligations or interests without the Member Agencies prior approval which shall not be unreasonably delayed or withheld. If MARC shall subcontract, assign, or transfer any part or all of MARC's interests or obligations under this Agreement without the prior approval of the Member Agencies, it shall constitute a material breach of this Agreement.

Sec. 20. CONFLICTS OF INTEREST. MARC shall require its Private Firms to certify that no officer or employee of any of the Member Agencies, or no spouse of such officer or employee, has or will have a direct or indirect financial or personal interest in this Agreement or any other related agreement, and that no officer or employee of any of the Member Agencies, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of MARC or its Private Firms in this Agreement or any other related agreement.

Sec. 21. RULES OF CONSTRUCTION. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Agreement.

Sec. 22. NOTICE. Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address, as the party shall designate in writing:

MARC
Attention: Director, Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, Missouri 64105

For notices to each Member Agency, see the signature page(s) as they relate to each Member Agency.

Sec. 23. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the law of the State of Kansas. Any action in regard to this Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Kansas, and in

no other. The Parties submit to the jurisdiction of the courts of the State of Kansas and waive venue.

Sec. 24. INDEMNIFICATION BY PRIVATE FIRMS. MARC shall require its Private Firms (including, without limitation, any design professionals) to defend, indemnify, and hold harmless the Member Agencies and any of its agencies, officials, officers, agents or employees from and against all claims, damages, liabilities, losses, costs, and expenses, including reasonable attorney fees, arising out of any negligent acts or omissions in connection with the services preformed pursuant to this Agreement (including, without limitation, professional negligence), caused by a Private Firm, its employees, agents, contractors, or caused by others for whom the Private Firm is liable. Notwithstanding the foregoing, the Private Firm is not required under this section to indemnify the Member Agencies for the negligent acts of a Member Agency or any of its agencies, officials, officers, or employees.

Sec. 25. INSURANCE. MARC and any Private Firms retained by MARC shall maintain the types and amounts of insurance set forth in Exhibit 4; provided, however, the limits set forth in Exhibit 4 are the minimum limits and MARC may carry higher limits as it may deem necessary, in its discretion, or as may be required by other Member Agencies.

Sec. 26. INITIAL TERM; RENEWAL OF TERM. The initial term of this Agreement shall be two (2) years ("Term") unless sooner terminated in accordance with Section 9 of this Agreement. The Term of this Agreement shall automatically renew for one (1) additional two (2) year period (the "Renewal Term") on the same terms and conditions as set forth herein; provided, the Term shall not automatically renew as to each individual member agency if such member agency provides written notice to MARC of its intention not to renew within one hundred eighty (180) days prior to the expiration of the Term.

Sec. 27. CASH BASIS LAW & UNFUNDED OBLIGATIONS. This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto as it applies to Member Agencies which are agencies or political subdivisions of the State of Kansas. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Member Agencies. This Agreement shall be construed and interpreted so as to ensure that the Member Agencies shall at all times stay in conformity with such laws and, as a condition of this Agreement, each member agency reserves the right to unilaterally sever, modify, or terminate its participation in this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of the Kansas Cash Basis Law to the extent it prohibits unfunded obligations. The Member Agencies are obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during the Member Agencies' current budget year, or (b) funds made available from any lawfully operated revenue producing source.

Sec. 28. EXECUTION IN MULTIPLE COUNTER PARTS. This Agreement may be executed by the parties in multiple counterparts which shall be taken together as one complete document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each party hereto has executed this Agreement on the day and year herein written.

MID-AMERICA REGIONAL COUNCIL

By: _____

Title: EXECUTIVE DIRECTOR

Date: 12-4-18

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 4 day of DECEMBER, 2018, before me, the undersigned, a Notary Public, appeared DAVID A. WARM, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Executive Director of Mid-America Regional Council ("MARC") and that this foregoing instrument was signed and sealed on behalf of MARC by authority of its Board, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of MARC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____

Printed Name Nancy Weitzel Burry
Notary Public - State of Missouri
Commissioned in Jackson County

My commission expires:

NANCY WEITZEL-BURRY
Notary Public, State of Missouri
Jackson County
Commission # 13414121
My Commission Expires July 28, 2021

EXHIBIT 1

OPERATION GREEN LIGHT COMMITTEE

Role, Responsibility, and Organizational Structure

1.1.1 *Responsibilities: The Operation Green Light Steering Committee shall serve to approve budgets, procurement and staffing recommendations to the Mid-America Regional Council Board of Directors and to make other technical and policy decisions concerning the development, deployment and operation of the Operation Green Light regional traffic signal coordination program, including:* approve the program's upcoming annual budget during the final meeting of the calendar year. Purchases and contracts shall follow MARC's established threshold guidelines as well as the following: amounts of $15,000-$25,000 shall be reported to the committee; amounts of $25,001 or more shall be voted on and approved by the Steering Committee before purchase or contract is sent to MARC's Board of Directors for approval.

1.1.2 Participate in program decision-making at key points by reviewing and providing comments on project deliverables and by approving or rejecting technical and policy recommendations;

1.1.3 Participate in the development of inter-jurisdictional agreements for the construction, operation, maintenance and other activities of the regional traffic signal coordination system; and

1.2 Call upon committee members to participate in Task Force work groups as technical issues rise requiring additional effort than time allows during a Steering Committee meeting. The Task Force shall submit to the Steering Committee recommendations based on its discussions.

1.3 Membership and Meetings: The Steering Committee shall be composed of representatives from participating agencies in the following manner:

(The following table is a current list as of September 2018.)

	Participating Agency Non-Funding Agency in Bold	**Membership (voting)**
1	Blue Springs	1
2	Bonner Springs	1
3	Fairway	1
4	FHWA – MO & KS	Ex Officio
5	Gladstone	1
6	Grandview	1
7	Independence	1
8	Kansas City, MO	1
9	KCScout	Ex Officio
10	KDOT	1
11	Lansing	1
12	Leavenworth	1
13	Leawood	1
14	Lee's Summit	1
15	Lenexa	1
16	Liberty	1
17	MARC	1
18	Merriam	1
19	Mission	1
20	Mission Woods	1
21	MoDOT	1

22	North Kansas City	1
23	Olathe	1
24	Overland Park	1
25	Prairie Village	1
26	Raymore	1
27	Shawnee	1
28	Unified Government/KCK	1
29	Westwood	1

Each representative shall have a designated alternate with full authority to act in the absence of the representative. The Steering Committee may be expanded to include other additional members as approved by majority vote of the members of the existing Steering Committee.

The Steering Committee shall meet minimally on a quarterly basis but may meet more frequently if the business of the Steering Committee necessitates. The final meeting of the calendar year shall be designed to report on the State of the Operation Green Light Program including Budget reporting and approval of the future budget and election of the next vice-chairperson.

The chairperson of the Steering Committee shall have the authority to call a meeting of the Committee with a minimum of seven (7) calendar days' notice to all the members. Notice is deemed to have occurred from the date that it is deposited with the United States Postal Service, postage prepaid; distributed via Facsimile; OR distributed vie E-mail addressed to the members of the Steering Committee. The chairperson and vice-chairperson shall help develop meeting agendas prior to meeting notices and shall preside over the meetings.

1.4 Chairperson and Vice-Chairperson: The Steering Committee members shall elect by majority vote of all of the voting members of the Committee, from amongst the members of the Committee, a vice-chairperson who will serve a one-year term. Said election will occur at the final regularly scheduled meeting of the calendar year of the Steering Committee prior to the expiration of the chairperson's one-year term. The vice-chairperson shall assume the responsibilities of the chairperson at the end of the chairperson's term and any time the chairperson is unable to attend committee meetings. Kansas and Missouri shall be represented in these positions in alternating years.

1.5 Quorum and Voting: All members of the Steering Committee shall be entitled to one vote on all matters submitted to the Committee for vote.

Any **six** of the voting members of the Steering Committee, including at least **one** member from Kansas City, Missouri, the Missouri Department of Transportation, Unified Government/Kansas City, Kansas, or Overland Park, Kansas, (based on the four largest agencies by signal count at the beginning of the current Operations contract term) shall constitute the quorum necessary to convene the meeting of the Committee. All official actions by the Steering Committee shall require a majority vote of the members present at the meeting.

All votes shall be taken and recorded in the minutes by roll call. Each member shall have the ability to recall any matter voted upon during his or her absence providing said member notifies in writing the committee chairperson or co-chairperson within 7 calendar days of when the meeting minutes are posted to the MARC website and/or delivered to committee members via email. Within 3 business days of being notified, the chairperson or co-chairperson shall collaborate with OGL staff to present the issue for a reconsideration of the vote via email to all committee members who will be asked to respond within 10 calendar days. If a response is not received by close of business on the 10th day, the member's previously cast vote shall be counted in the same manner.

3. Operations and Maintenance

3.1. Computer Software and Databases

MARC will procure all required software and may engage a private firm or firms selected by the project Steering Committee to provide technical support and maintain computer software and databases at the Operation Green Light Traffic Operations Center. MARC staff shall be responsible for providing day-to-day maintenance of the computer software and databases including but not limited to data entry, backups, upgrades, etc., at the Operation Green Light Traffic Operations Center.

3.2. Computer Network

MARC will procure all required hardware and software. Any equipment (e.g. switches, routers, hubs, etc.) that is used for the field communication back bone will be considered part of the computer network. MARC may engage a private firm or firms selected by the Steering Committee to provide technical support and maintain the Operation Green Light computer network.

3.3. Field Communications System

All field communications equipment purchased by MARC will be maintained by MARC. The city will maintain any pre-existing, city-owned equipment that is utilized as part of the OGL field communication system. MARC staff will monitor the field communication system through monitoring software which is purchased by MARC. MARC may engage a private firm or firms selected by the project Steering Committee to maintain the regional field communications system. The scope of services for this work will be developed with and approved by the Steering Committee.

3.4. Traffic Signal Controllers

Each member agency shall be responsible for all maintenance to the traffic signal controllers. MARC responsibility will be limited to maintaining the regional field communication system and will terminate at the traffic controller unless otherwise specified. Traffic signal controllers and cabinets that have been purchased and/or installed as part of the OGL controller upgrade project will also be owned and maintained by the local jurisdiction once they have been received and/or accepted, and the local jurisdiction will be responsible for purchasing and installing replacement controllers that are compatible with the OGL system should the MARC-purchased controller fail.

Notices: Notices pursuant to this Agreement to MERRIAM, KS shall be sent to:

City of Merriam
Attention: Public Works Director
9000 W 62nd Terr.
Merriam, KS 66202-2815

EXECUTION OF AGREEMENT

MERRIAM, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

_____
Clerk

APPROVED AS TO FORM:

_____

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____
Printed Name:_____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

_____

EXHIBIT 3

COMPENSATION

A. The amount each Member Agency will pay MARC under this contract will not exceed the amount listing in the below table. This amount represents the Member Agency share of the total project cost as shown in this Exhibit. The Member Agency shall pay MARC, upon invoice, for the actual costs incurred for MARC on a yearly basis.

REVENUE SOURCES FOR OPERATION GREEN LIGHT
FOR OPERATING YEARS 2019-2020
LOCAL GOVERNMENTS

	Agency	Locations weighted by % ownership	2019 Cost per signal at $600/year	2020 Cost per signal at $600/year
1	BONNER SPRINGS	4	$ 2,400.00	$ 2,400.00
2	FAIRWAY	2	$ 1,200.00	$ 1,200.00
3	LANSING	4	$ 2,400.00	$ 2,400.00
4	LEAVENWORTH	1	$ 600.00	$ 600.00
5	LEAWOOD	11.25	$ 6,750.00	$ 6,750.00
6	LENEXA	35	$ 21,000.00	$ 21,000.00
7	MERRIAM	18	$ 10,800.00	$ 10,800.00
8	MISSION	2.75	$ 1,650.00	$ 1,650.00
9	MISSION WOODS	0.75	$ 450.00	$ 450.00
10	OLATHE	15	$ 9,000.00	$ 9,000.00
11	OVERLAND PARK	44.75	$ 26,850.00	$ 26,850.00
12	PRAIRIE VILLAGE	6.75	$ 4,050.00	$ 4,050.00
13	SHAWNEE	14.5	$ 8,700.00	$ 8,700.00
14	UGOVT/KCK	64	$ 38,400.00	$ 38,400.00
15	WESTWOOD	1.25	$ 750.00	$ 750.00
	TOTALS	225	**$ 135,000.00**	**$ 135,000.00**

B. It shall be a condition precedent to payment of any invoice from MARC that MARC is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by a Member Agency as a result of breach or default by MARC, the Member Agency may withhold payment(s) to MARC for the purpose of set off until such time as the exact amount of damages due the Member Agency from MARC may be determined.

C. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Agreement.

D. A Member Agency is not liable for any obligation incurred by MARC except as approved under the provisions of this Agreement.

Exhibit 4

INSURANCE REQUIREMENTS

A. MARC shall procure and maintain and shall cause any Private Firm it engages to perform services under this Agreement to procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. MARC shall not accept insurance policies from any Private Firm containing a Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of $500,000 per occurrence and $2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be $2,000,000

d. No Contractual Liability Limitation Endorsement

e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory
Employers Liability
$100,000 accident with limits of:
$500,000 disease-policy limit
$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with $500,000 per claim up to $2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance (only applicable for Private Firms that are design professionals or other types of professionals that can carry professional liability insurance): with limits Per Claim/Annual Aggregate according to the following schedule:

Fee Minimum Limits	Professional Liability Minimum
Less than $25,000	$100,000
$25,000 or more, but less than $50,000	$500,000
$50,000 or more	$1,000,000

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to MARC and the City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that MARC and the City and their agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Private Firms engaged by MARC shall provide to MARC and the City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Kansas to do business in Kansas and by the State of Missouri to do business in Missouri.

D. Regardless of any approval by MARC or the City, it is the responsibility of the Private Firms to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of a Private Firm's failure to maintain the required insurance in effect, MARC may order the Private Firm to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

EXHIBIT 5

Operation Green Light Location / Ownership Matrix

Component	Location	Purchased By	Owned By	Maintained By	Comments
Software/Firmware					
TransSuite & Associated Software	OGL TOC	MARC	MARC	MARC*	
Genetec Video System	OGL TOC	MARC	MARC	MARC*	Available for use by local agencies
Other software used by MARC staff	OGL TOC	MARC	MARC	MARC*	
Computer Hardware					
OGL TOC Servers	OGL TOC	MARC	MARC	MARC*	
OGL TOC Workstations	OGL TOC	MARC	MARC	MARC*	
Agency TOC Servers	Local Agency	Local Agency	Local Agency	Local Agency	
Agency TOC Workstations	Local Agency	Local Agency	Local Agency	Local Agency	
Field Hardware					
OGL Field Network Equipment	Field	MARC	MARC	MARC*	
Local Agency Field Network Equipment	Field	Local Agency	Local Agency	Local Agency	Extention of City network
Existing Closed-Loop fiber re-tasked to OGL Network	Field	Local Agency	Local Agency	Local Agency	OGL owns switches to manage
Traffic Signal Controllers	Field	MARC/Local Agency	Local Agency	Local Agency	OGL purchased controllers only for original build-out
OGL-purchased Closed Circuit Camera	Field	MARC	Local Agency	Local Agency	
Miscellaneous					
OGL TOC Office	MoDOT KC District	MoDOT	MoDOT	MoDOT	
OGL TOC Phone System	OGL TOC	MoDOT	MoDOT	MoDOT	
OGL TOC Office Furniture & Equipment	OGL TOC	MARC	MARC	MARC*	
OGL Vehicles & Mobile Equipment	OGL TOC	MARC	MARC	MARC*	

* MARC maintained components to be maintained by joint-funded agreement

Exhibit 6
OGL Concept of Operations: Roles and Responsibilities

Introduction

Operation Green Light (OGL) is a regional initiative to improve traffic flow and reduce vehicle emissions by coordinating traffic signals on major roadways in the Kansas City metropolitan area. OGL is a cooperative effort of the Mid-America Regional Council (MARC), state departments of transportation and local agencies working together to coordinate traffic signal timing plans and communication between traffic signal equipment across jurisdictional boundaries.

The concept of operations provides a high-level overview of the roles and responsibilities of the agencies participating in the operation and management of OGL. The concept of operations is intended to balance the need for standardization and uniformity of operations on OGL routes with the need to be responsive to the unique needs and circumstances of the agencies participating in OGL.

Signal Timing

Initial Deployment of Regional Timing Plans

The member agencies will partner with MARC and each other in developing regional traffic signal timing plans. In order to facilitate this work each member agency will provide MARC traffic counts and other relevant, available data for traffic signals that are part of regionally significant traffic corridors that pass through adjacent cities. This information may include;

- Existing timing plans and data in the existing traffic controller (controller data sheets)
- Intersection geometry via aerial mapping
- Signal phasing information (or policy)
- Historical traffic count information available
- Approved yellow and all-red clearance intervals (or policy)
- Pedestrian timing (or policy)
- Signal phasing policy (lead only/lead-lag/vary lead-lag by time-of-day)
- Historical citizen complaints on the intersection operation as needed

After providing data to MARC, each member agency will then work with MARC to cooperatively develop regionally optimized timing plans. The member agency will continue to be responsible for maintenance of timing plans for traffic signals that lie wholly within the member agency's jurisdictional boundaries and are not on OGL corridors unless the member agency decides to contract this work to MARC. The steps involved in the development of regional timing plans are:

- The member agency will either collect traffic counts on the arterials for signals maintained by the member agency and provide this information to MARC OR will contract with MARC to collect traffic counts as needed.
- In conjunction with member agency staff, MARC will conduct travel-time studies and speed profile studies on the arterial prior to implementation of the timing plans
- MARC may hold design meetings with representatives from the member agencies and other impacted agencies. At the first of these meetings the following items will be established
    - Number of timing plans and time of use (i.e., am, noon, pm, off-peaks, etc.)
    - Critical intersections of a corridor
    - An initial common corridor cycle length for each of the plans identified (i.e. am,

pm, etc.) [Note: this cycle length may need to be revisited after developing the regional timing plan.]

- The member agency will then develop the following initial parameters for individual signals maintained by the member agency for each of the timing plans to be developed, and submit them to MARC for review and incorporation into regional plans for the OGL corridor;
    - phase sequencing
    - splits
    - offsets
- MARC will develop initial splits and offsets for any remaining signals and incorporate member agency developed timing plans into regional plans for the OGL corridor.
- MARC may then incorporate the regional plans into mutually agreed upon software as needed for review by the member agencies.
- At the second meeting, MARC and the member agencies will;
    - Review the regional timing plans developed
    - Review any software models developed
    - Determine if any changes to initial timings need to be made to optimize the operation of the corridor
- Once the member agencies have agreed on the different timing plans developed, they will download the timing plans into signal controllers maintained by each member agency OR will request MARC to provide signal timing plans and download to local controllers.
- In conjunction with member agency staff, MARC will field-monitor each arterial after a timing plan has been downloaded and will work with the member agency to make any additional changes to further optimize the flow of traffic if necessary.
- In conjunction with member agency staff, MARC will conduct travel-time and speed profile studies on arterials after implementation of the optimized signal timing plans

Providing Maintenance Timing Plans

As part of a regional effort, MARC will on a regular basis, or as requested, examine the operations of signals that are part of regionally significant traffic corridors that pass through the member agency and adjacent cities and determine if optimization is necessary. If minor changes to splits and offsets are to be made to individual signals along an OGL corridor the following steps will be followed:

- In conjunction with MARC, member agency staff will field-monitor the affected corridor or intersection(s)
- MARC will meet with affected member agencies if needed
- MARC will collect traffic counts as necessary OR the member agency will collect traffic counts at member agency maintained traffic signals
- The member agency will develop timing plans for member agency maintained signals and download them to controllers as necessary in coordination with MARC OR MARC will develop and provide revised arterial timing plans as needed
- In conjunction with member agency staff, MARC will field-monitor each arterial after timing plan download and provide further optimization if necessary by submitting updated timing plans for agency consideration and download

If major changes, such as changes to cycle lengths, phase sequencing and major changes to splits, are to be made along an OGL corridor, the process described above for initial deployment of regional timing plans may be used.

Incident Management

The member agency will work with MARC and other member agencies to identify locations along the regionally significant arterials and interstate highways where incidents are prone to happen and have major impact on traffic flow. These locations may be manually forced to run special plans when an incident is observed at the TOC. The following steps shall be followed for planned, recurring, and anticipated incident response:

- MARC and member agencies will identify incident-prone locations
- MARC will meet with affected member agencies to discuss solutions
- MARC will develop signal timing plans for the incident
- MARC will submit such plans for review by member agencies
- MARC and member agencies will jointly determine the parameters required for invoking such a plan by the TOC
- Once the plan has been invoked (when the required parameters are met) MARC will inform the affected agencies immediately
- After the incident has been cleared, MARC will put signals back on their regular plans and inform member agencies

The member agency will inform MARC about construction and roadway closures and may request signal timing plan adjustments. MARC will provide special timing plans when requested to optimize traffic flow for agency consideration and download.

Citizen Complaints

Member agencies will route/report citizen complaints/requests on OGL signals to the TOC and MARC, in cooperation with the member agency, will respond to the complaint/request in a timely manner. MARC will also route/report received citizen complaints to the member agencies and maintain a response log.

Dispute Resolution

In the event that satisfactory agreement cannot be reached between member agencies on timing plans or incident plans developed for OGL, the dispute will be referred to the OGL Steering Committee, which will provide recommendations for resolution. Unless the responsible engineer for a member agency determines that such plans will create an unsafe condition within their jurisdiction, the member agency will implement the plans recommended by the Committee

Emergency Provisions

In the event of an emergency not already covered under a pre-arranged incident-management plan, the member agency will take any steps it considers necessary to manage traffic signals within its jurisdiction to ensure the safety of the traveling public. The member agency will notify MARC of any emergency changes made to OGL traffic signal timing plans in a timely manner and will work expeditiously with MARC to restore all OGL corridors within its jurisdiction to normal operation when the emergency subsides.

Field Communication Operation and Maintenance

MARC will be responsible for maintenance and replacement of all wireless communication infrastructure that is installed as a result of OGL initiated construction projects. Member agencies that have the capability to maintain their own communication infrastructure may do by separate agreement with MARC.

Controller Upgrades and Work inside the Traffic Controller Cabinet

MARC will, with the applicable member agencies, upgrade traffic controllers that are incapable of communicating with the central system software. When work is performed that involves the opening of a traffic controller cabinet, the member agency will coordinate with the contractor and have a representative in the field. The member agency will test and approve/disapprove the work performed by the contractor and inform MARC of the fact. MARC will be responsible for administration and final approval of all OGL initiated construction projects. Member agencies are responsible for notifying and coordinating with OGL when undertaking traffic signal system construction projects on OGL corridors.

Technical Support for OGL Computer Network

MARC will provide technical support for the central system software and the laptop version of the central system software. MARC will also maintain the computer network hardware along with all network components such as network switches, routers, licensed and unlicensed radios, modems etc.

The Traffic Operations Center

MARC will staff OGL operations at the Traffic Operations Center (TOC). The TOC is currently co-located with the KC Scout program and offices in the MoDOT KC District offices.

The TOC will be staffed as determined by MARC. MARC expects to coordinate with Kansas City Scout and use the video monitoring capabilities available at the KC Scout TOC to alleviate congestion along arterials. It is recommended that member agencies with traffic management centers, at a minimum, staff their centers to operate on a schedule concurrent with OGL.

The staff will interact with citizens and the media and provide answers to traffic signal timing questions on OGL signals.

AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Consider purchase of Velocity 107' Aerial fire apparatus plus cost to equip

SUBMITTED BY: Bryan Dehner, OPFD Chief; Cindy Ehart, Finance Director

MEETING DATE: January 14, 2019

PROJECT BACKGROUND/DESCRIPTION:

The City's fire service provider, Overland Park Fire Department "OPFD", recommends a 12-year replacement cycle for aerial platforms to provide up-to-date firefighting capabilities while improving upon safety features and mechanical efficiencies. Merriam's 2004 Aerial E-One "ladder truck" is 15 years old and is scheduled for replacement in 2019. Staff is requesting replacement with a Velocity 107' aerial fire apparatus or "quint".

If approved, the quint will be purchased through Mid-America Regional Council's Houston Galveston Area Contract (HGAC), a nationwide government cooperative that strives to make the process more efficient by satisfying requirements for competitive bids, providing volume discounts, and access to hundreds of contractors. The City of Merriam's purchasing policy allows for purchases through such cooperatives.

OPFD is facilitating the proposed purchase for the City and they have secured the attached quote using HGAC rates from the local Pierce Manufacturing dealer, Conrad Fire Equipment. The City will receive $115,000 in trade-in allowance for the 2004 ladder truck, which will remain in service until the November 2019 delivery. The bid also reflects a prepayment discount of $37,057. Upon execution of a purchase order, Conrad will deliver a performance bond in favor of the City to secure the prepayment and delivery of the quint.

OPFD will separately purchase equipment as necessary to outfit the quint through Conrad or other vendors for a total not to exceed $42,948.

CITY COUNCIL GOALS AND OBJECTIVES

Goal 2. Provide Exceptional Service Delivery

FINANCIAL IMPACT

Amount of Request/Contract:	$893,718 (net of trade-in) for fire apparatus; $1,000 for HGAC contract fee; up to $43,948 for equipment
Amount Budgeted:	$938,666
Funding Source/Account #:	Equipment Reserve Fund – account # 222.2210.422.74.20

SUPPORTING DOCUMENTS

- HGAC quote and specifications
- Sample Performance and Payment Bond

ACTION NEEDED/STAFF RECOMMENDATION

Staff recommends acceptance of the quote from Conrad Fire Equipment for purchase of one Velocity 107' aerial fire apparatus for $893,717.88; payment of HGAC contract fee of $1,000; purchase of necessary equipment not to exceed $43,948.

Proposal Option List

11/30/2018

Customer:	Overland Park, KS.	**Bid Number:**	370
Representative	Schultz, Karl	**Job Number:**	
Organization:	Conrad Fire Equipment	**Number of Units:**	1
Requirements Manager:		**Bid Date:**	12-14-2018
Description:	Overland Park 107	**Stock Number:**	
Body:	Aerial, HD Ladder 107' ASL Single, PUC, Quint, Alum Body	**Price Level:**	37 (Current: 37)
Chassis:	Velocity Chassis, Aerials, Single Axle, Ascendant PUC (Med Block)		

Line	Option	Type	Option Description	Qty
1	0010012		No Boiler Plates requested	1
2	0018180		Single Source Compliance, Aerials	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
7	0533351		Quint Fire Apparatus	1
8	0588612		Vehicle Certification, Aerial w/Pump	1
9	0681278		Agency, Apparatus Certification, Aerial w/Pump, U.L.	1
10	0536644		Customer Service Website	1
11	0620362		Consortium, HGAC	1
12	0537375		Unit of Measure, US Gallons	1
13	0529326		Bid Bond, 10%, Pierce Built Chassis	1
14	0050066		Performance Bond, 100% Req'd (Statement by Rep)	1
15	0000007		Approval Drawing	1
16	0002928		Electrical Diagrams	1
17	0612099		Velocity Chassis, Aerials, Single Axle, Ascendant PUC (Med Block)	1
18	0021007		Maximum Overall Height	1
			Size - 11'7.5" See notes in workflow. I have worked with Collin Rice on this height.	
19	0000110		Wheelbase	1
			Wheelbase - 237.5"	
20	0000070		GVW Rating	1
			GVW rating - 56,300# POUNDS	
21	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	1
22	0604483		Frame Liner, Inv "L" 12.68" x 3.00" x .25", AXT/Vel/Imp, 107' ASL, 56" Qval	1
23	0508849		Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Imp/Vel	1
24	0051595		Suspension, Front TAK-4, 22,800 lb, 3" Jounce, AXT/Vel/Imp/DCF/Enf	1
25	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
26	0000322		Oil Seals, Front Axle	1
27	0691711		Tires, Front, Goodyear, G296 MSA, 445/65R22.50, 20 ply	1
28	0091794		Wheels, Front, 22.50" x 13.00", Steel, Hub Pilot	1
29	0598516		Axle, Rear, Meritor RS30-185, 33,500 lb, Imp/Vel/DCF	1
30	0601733	SP	Axle Ratio, Rear Axle, (6.14), Electronically Limited Top Speed, 59 MPH	1
31	0122073		Suspen, Rear, Standens, Spring, 33,500 lb, Imp/Vel/Dash CF/Enf	1
32	0000485		Oil Seals, Rear Axle	1
33	0772524	SP	Modification, Rear Axle Spacer, 1.25" Overall Reduction	1
34	0585004		Tires, Rear, Goodyear, G289 WHA, 315/80R22.50, 20 ply, Single	1
35	0693623		Wheels, Rear, 22.50" x 9.00", Steel, Hub Pilot, Single	1
36	0568081		Tire Balancing, Counteract Beads	1
37	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 4	
38	0647315	SP	Location, Solenoid for Tire Chains	1
			Location - Hydraulic compartment under R1	
39	0057936		Covers, Lug Nut, Chrome	1
40	0002045		Mud Flaps, w/logo front & rear	1
41	0011930		Tire, "Crossfire" Air Pressure Equalization	1
42	0760675		Chains, Onspot, Automatic Tire, Custom	1
43	0544802		Chocks, Wheel, SAC-44-E, Folding	1
			Qty, Pair - 01	

Line	Option	Type	Option Description	Qty
44	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Compt	
45	0010670		ABS Wabco Brake System, Single rear axle	1
46	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
47	0000740		Brakes, Meritor, Cam, Rear, 16.50 x 8.63"	1
48	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
49	0000786		Brake Reservoirs, Four	1
50	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
51	0000790		Brake Lines, Nylon	1
52	0000856		Air Inlet, with Kussmaul Air Eject	1
			Location, Air Coupling(s) - f) DS Bumper extension	
			Qty, Air Coupling (s) - 1	
53	0642325		Outlet, Air, with shut off valve, Milton "M" Fittings	1
			Location, Air Coupling(s) - h) DS Pump Panel	
			Qty, Air Coupling (s) - 1	
54	0638997	SP	Hose, Air 25' length, w/air chuck, Milton M Fittings	1
			Qty, - 1	
55	0690889		All Wheel Lockup (Aerial/Tanker Chassis), Aerial Master Activation	1
56	0000845		Air Tank, Additional for Extra Capacity	1
57	0011835		Guard, U-Bolt over "Parking Brake" Knob	1
			Qty, - 01	
			Location, driver's/passenger's/center - Driver's	
58	0012034		Moisture Ejector, Manual, Remote Mounted	5
			Location - TBD	
			Qty, Man. Moist Ejector - 5	
59	0795323		Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2017, REPTO, Imp/Vel	1
60	0001244		High Idle w/Electronic Engine, Custom	1
61	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
62	0552334		Clutch, Fan, Air Actuated, Horton Drive Master	1
63	0123135		Air Intake, w/Ember separator, Imp/Vel	1
64	0794761		Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	1
65	0606409	SP	Diffuser, Exhaust, Modified For Extraction, 4"x5"x7"x5", Flush w/Rub Rail	1
66	0787999		Radiator, Impel/Velocity	1
67	0616439		Cooling Hoses, Gates Silicone	1
68	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
69	0001129		Lines, Fuel	1
70	0595087		DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle	1
			Door, Material & Finish, DEF Tank - Brushed Stainless	
71	0552793		Not Required, Fuel Priming Pump	1
72	0552567		Shutoff Valve, Fuel Line @ Fuel Tank	1
73	0553019		Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	1
74	0690880		No Selection Required From This Category	1
75	0642572		Trans, Allison 5th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
76	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
77	0517604		Transmission Programming, Park to Neutral, PUC	1
78	0684459		Transmission Oil Cooler, Modine, External	1
79	0539711		Label, TRANSynd Transmission Fluid Only	1
80	0024895		Mode, Downshift, Aggressive downshift to 2nd, w/engine brake, 5 speed	1
81	0683847		Fluid, 3000 Series Transmission, TES-295 TranSynd synthetic, IPOS, Custom	1
82	0001370		Driveline, Spicer 1710	1
83	0526744		Shield, Grease for Drive Shaft Slip Joint	1
84	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
85	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
86	0509230		Steering Wheel, 4 Spoke without Controls	1
87	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - OPFD	
			Text, Row (2) Two - Serving	
			Text, Row (3) Three - Merriam	
88	0098717		Filters, Spare Set, w/Complete List, Part number and Description of All Filters	1

Line	Option	Type	Option Description	Qty
89	0034671		Lube System, Vogel, 22 Point, w/TAK-4 Suspension	1
			Location - Under Cab Area Match 27221	
90	0536235		Bumper, 19" Extended, Steel Painted, Imp/Vel	1
91	0616491		Tray, Hose, Center, 19" Bumper, Outside Air Horns, Rolled Edge, Imp/Vel	1
			Grating, Bumper extension - Grating, Aluminum	
			Capacity, Bumper Tray - 84) 125' of 1.75 & 50' of 1" Forestry	
92	0630809		Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray, Notched	1
			Stay arm, Tray Cover - b) Pneumatic Stay Arm	
93	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
94	0061058		Tow Eyes, Below Deck, S/S	1
95	0516238		Partition, Adjustable, Aluminum in Hose Tray, Qty, Location	1
			Location - Center bumper tray. Adjustable side to side.	
			Qty, - 01	
96	0630700	SP	Trim, Hose Tray, Bumper, S/S Front Edge	1
			Location - Center Tray	
			Qty, - 01	
97	0630300		Coating, Top Flange, Front Bumper, Outside Exterior, Pierce Polyurea, Black	1
98	0647239		Cab, Velocity FR, 7000, PUC	1
99	0668309		Engine Tunnel, ISL and DD13, Impel/Velocity FR	1
100	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
101	0122466		Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel	1
102	0550323		Label For Cab Tilt Height, With Cab Fully Raised	1
			Location - on reservoir	
103	0550320		Label For Cab Lift Reservoir Full Level	1
104	0123176		Grille, Bright Finished, Front of Cab, Impel/Velocity	1
105	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
106	0527032		Trim, S/S Band, Across Cab Face, Rect Lights, Velocity	1
			Material Trim/Scuffplate - c) S/S, Polished	
			Turnsignal Covers - Polished S/S Covers	
107	0015440		No Chrome Molding, On side of cab	1
108	0032129		Mirrors, Moto-Plus, Heated/Remote, w/Convex	1
109	0072188		Mirror, Down View, Passenger Side for Driver, 8" Round	1
110	0651321		Door, Full Height, Velocity FR 4-Door Cab, Level Roof	1
			Key Model, Cab Doors - 751	
111	0655511		Door Panel, Brushed Stainless Steel, Impel/Velocity 4-Door Cab	1
112	0667905		Storage Pockets w/ Elastic Cover, Recessed, Impel/Velocity FR	1
113	0667902		Controls, Electric Windows, All Cab Doors, Impel/Velocity FR	1
114	0512419		Electric Door Locks, Cab Doors, Imp/Vel	1
115	0512420		Key Pad, Electric Door locks, DS & PS, Imp/Vel	1
116	0555485		Steps, 4-Door Full Tilt Cab, Imp/Vel	1
117	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
118	0697689		Steps, Stirrup, Formed w/Grip Strut, Cab & Crew Cab Doors	1
			Light, Step, Additional - P25 LED	
119	0509649		Lights, Cab and Crew Cab Access Steps, P25, LED w/Bezel, 1Lt Per Step	1
120	0002140		Fenders, S/S on Cab	1
121	0673394		Handrail, Extra - 15-20" Long	2
			Location - One (1) each side on the angled portion of the EMS compartment in crew cab. MATCH 25788	
			Qty, - 02	
122	0122479		Window, Side of C/C, Fixed, Velocity	1
123	0552935		Trim, Cab Side Windows, Velocity	1
124	0509286		Not Required, Windows Rear of Crew Cab, Imp/Vel	1
125	0558334		Not Required, Trim, Cab Rear Windows, No Rear Windows	1
126	0123686		Drip Rail, Cab Roof, Impel/Velocity/Velocity SLT	1
127	0784212	SP	Bracket, Air Bottle, Zico, KD-UH-6-SF, Mounted	1
			Location - ON Peg board IN CREW CAB. EXACT LOCATION AT Final INSPECTION	
			Qty, - 01	
128	0657891		Mounting Plate, 3/16" Aluminum, Pegboard, Cab Interior	3
			Location - Need peg board mounted DS forward facing wall from floor to ceiling, as well as adjacent wall next to cab door and on EMS cabinet.	

Line	Option	Type	Option Description	Qty
128			Qty, - 03 Size - * Mounting Provision Spacing - Material Finish, Cab Interior - Painted	
129	0657842		Mounting Provisions, 3/16" Alum, Pegboard, Rear Engine Tunnel, Vel/Imp Mounting Provision Spacing - 3" Material Finish, Cab Interior - Painted	1
130	0667945		Cab Interior, Vinyl, Velocity FR, CARE Color, Cab Interior Vinyl/Fabric - a) Silver/Gray	1
131	0667943		Cab Interior, Paint Color, Impel/Velocity FR Color, Cab Interior Paint - a) gray	1
132	0509532		Floor, Rubber Padded Cab & Crew Cab, Imp/Vel, Dash CF	1
133	0667936		Heater/defroster, Dual Zone Control, Impel/Velocity FR	1
134	0603347		Air Conditioning, Dual Zone Control, Impel/Velocity FR Paint Color, A/C Condenser - Cover/Mounts Match Roof	1
135	0640814		Dual Condensate Drain Tubes for A/C Drip Pan, Imp/Vel FR	1
136	0770956		HEPA Filter, Air-Conditioning/Defroster, Impel/Velocity, CARE	1
137	0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer Sun Visor Retention - Thumb Latch	1
138	0548173		Grab Handles, Driver and Passenger Door Post, Imp/Vel	1
139	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim Qty, - 01	1
140	0122516		Fluid Check Access, Imp/Vel	1
141	0583042		Side Roll and Frontal Impact Protection	1
142	0622618		Seating Capacity, 5 Seats	1
143	0697008		Seat, Driver, Pierce PS6, Base, Air Ride, High Back, Safety	1
144	0696994		Seat, Officer, Pierce PS6, Premium, Air Ride, SCBA, Safety	1
145	0002517		Not Required, Radio Compartment	1
146	0122183		Seat, Rear Facing C/C, DS Outboard, Pierce PS6, Premium, SCBA, Safety	1
147	0102783		Not Required, Seat, Rr Facing C/C, Center	1
148	0122186		Seat, Rear Facing C/C, PS Outboard, Pierce PS6, Premium, SCBA, Safety	1
149	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
150	0758480	SP	Cabinet, Forward Facing, Center, 39 W x 36 H x 24 D, Roll, LS Offset Mtg,Imp/Vel False Floor, EMS Cabinet - No False Floor Light, Short Cabinet - Pierce, Interior, Right Side and Pierce, Interior, Left Side Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip Door, Cab Interior Cabinet - Rollup, ROM Series IV, Anodized, Non-Locking Louvers, Cabinet - 0-No Louvers	1
151	0122729		Seat, Forward Facing C/C, PS Outboard, Pierce PS6, Premium, SCBA, Safety	1
152	0042264		Shelf, Adjustable, EMS Compt, 1.25" Lip Qty, Shelf - 02 Location, Shelf, EMS - (2) Ctr Fwd Fcng Cabinet	2
153	0042359		Upholstery, Seats In Cab, All Vinyl, CARE Color, Cab Interior Vinyl/Fabric - c) Black Qty, - 05	5
154	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 04	4
155	0603867		Seat Belt, ReadyReach Seat Belt Color - Red	1
156	0604864		Seat Belt Height Adjustment, 5 Seats, Imp/Vel, Dash CF	1
157	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
158	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	1
159	0628472		Light, Map, Overhead, Peterson M371S LED, Rectangular w/Switch 2lts 12vdc power from - Battery switched	1

Line	Option	Type	Option Description	Qty
160	0555812		Handlts, (2) Streamlight, Fire Vulcan, 44451 C4 LED, Tail lights, 12v, Orange	1
			Location, Lights - 1 under the forward facing PS fold down seat. 1 to be shipped loose.	
161	0568369		Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Velocity 2010, Dash CF	1
162	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
163	0032602		Speedometer, Class 1 w/LED, Officer Overhead	1
164	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
165	0509042		Messages, Open Door/Do Not Move Truck, MUX w/Color Display	1
166	0611681		Switching, Cab, Membrane, Impel/Velocity/Quantum, Dash CF, AXT WiFi MUX	1
			Location, Emerg Sw Pnls - Driver's Side Overhead	
167	0555915		Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	1
168	0002565		Hourmeter, Aerial Inside Cab	1
169	0002615		Switch, Aerial 12V Master	1
170	0002617		PTO switch, w/light - aerial	1
171	0548006		Wiring, Spare, 15 A 12V DC 2nd	2
			Qty, - 02 12vdc power from - Battery direct Wire termination - 10-Place Bus Bar w/Cover Location - one on the driver's side between the front seat and rear facing seat. and the other one on the passenger side same location	
172	0548009		Wiring, Spare, 20 A 12V DC 1st	1
			Qty, - 01 12vdc power from - Battery direct Wire termination - 10-Place Bus Bar w/Cover Location, Spare Wiring - EMS Compt	
173	0548004		Wiring, Spare, 15 A 12V DC 1st	2
			Qty, - 02 12vdc power from - Battery direct Wire termination - Butt Splice Location, Spare Wiring - Officer Dash	
174	0797189		Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st	2
			Qty, - 02 12vdc power from - Battery direct Location - Dash area so the driver and officer can reach. 1 on the rear engine tunnel.	
175	0548007		Wiring, Spare, 15 A 12V DC 3rd	2
			Qty, - 02 12vdc power from - Battery direct Wire termination - 15 amp power point plug Location - Dash area so the driver and officer can reach. 1 on the rear engine tunnel.	
176	0548013		Wiring, Spare, 20 A 12V DC 2nd	1
			Qty, - 01 12vdc power from - Battery direct Wire termination - 10-Place Bus Bar w/Cover Location - Either side wall of compartment P5	
177	0566101		Recess, Dash Panel, Officer Side, Vel/Imp	1
178	0536357		Modification, PUC Gauges, Pump Pressure, Water Level & Foam, Special Location	1
			Location - Switch panel #8 per the switch panel layouts.	
179	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX	1
			System Of Measurement - US Customary	
180	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
181	0601946		Intercom, Firecom 5100D Single Radio, 1 Wireless Base Station, (D,O,4C,Wired)	1
			Location - TBD Location, Intercom, C Cab - 4) 2 forward & 2 rearward facing seats	
182	0006240		Cable, Radio to Intercom Interface, Firecom, 1 Radio	1
			Radio, First Two-Way Make - Motorola High Power Radio, First, Two-Way Model - TBD	
183	0681413		Headset, Firecom, FH-51 Over Head, Radio Transmit	2
			Qty, - 02 Location, Headset - Driver Seat and Officer Seat	
184	0602376		Headset, Firecom, Wireless, UHW-505 Under Helmet, Radio Transmit	1
			Qty, - 01	

Line	Option	Type	Option Description	Qty
184			Location, Headset -	
185	0681396		Headset, Firecom, FH-52 Over Head, Intercom Only	3
			Qty, - 03	
			Location, Headset - DS Outbrd, Rear Fcng Seat, PS Outbrd, Fwrd Fcng Seat and PS Outbrd, Rear Fcng Seat	
186	0681408		Hangers For Headsets, NFPA, Each	5
			Qty, - 05	
			Location, Headset Hangers - Driver Seat, Officer Seat, DS Outbrd, Rear Fcng Seat, PS Outbrd, Fwrd Fcng Seat and PS Outbrd, Rear Fcng Seat	
187	0640653		Cable, Firecom Radio Interface Extension, 15'	1
			Location - TBD	
			Qty, - 1	
188	0003757		Antenna, Std and Add'l Mts Only, 2-way Radio,Cust,Spl Cable Routing	1
			Location - One each side of cab roof	
			Qty, - 01	
			Location 1 - routed to the center instrument panel	
189	0540118		Camera, Safety Vision, Driver Mux, Rear Camera Only	1
			Camera System Audio - Speaker on Instrument Panel	
190	0523921		Recess, Rear Vision Camera	1
			Location, Camera, Recessed - Passenger Side	
191	0793397	SP	Guard, 4-Way, Side Vision Camera	2
			Qty, - 02	
			Location - STABILIZER PLACEMENT CAMERAS	
192	0615100		Pierce Command Zone, Advanced Electronics & Control System, Diag LEDs, Vel, WiFi	1
193	0624254		Electrical System, Velocity	1
194	0079166		Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1
195	0008621		Battery System, Single Start, All Custom Chassis	1
196	0123174		Battery Compartment, Imp/Vel	1
197	0579436		Charger, Sngl Sys, Kussmaul, 1200, 091-187-12-Remote, 40 Amp	1
198	0539734		Location, Charger, Cab Behind Driver Seat	1
199	0530951		Location, Bat Chrg Ind, DS Behind Cab Door	1
200	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01	
			Color, Kussmaul Cover - b) red	
			Shoreline Connection - Battery charger and shoreline powered receptacles	
201	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Cab Side	
202	0036800		Switch, Auto Transfer, Up to 30Amp, Gen Shoreline	1
			Connection, Transfer Switch - All Interior Receptacles	
203	0121711		Alternator, 320 amp, Leece-Neville 4962PA, Sgl Sys	1
204	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
205	0783157		Headlights, Rect LED, JW Spkr Evo 2, Heat, AXT/DCF/Enf/Imp/Sab/Vel	1
			Color, Headlight Bez - Chrome Bezel	
206	0648425		Light, Directional, Wln 600 Cmb, Cab Crn, Imp/Vel/AXT/Qtm/DCF	1
			Color, Lens, LED's - m)match LED's	
207	0648258		Light, Directional, Wln M6T LED Arrow, 15 Degree Angle Bracket, Additional	2
			Location, Lights - These lights shall be mounted low on the back wall of the crew cab	
			Qty, - 02	
208	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
209	0648074		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	1
210	0511569		Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts	1
			Light Guard - Without Guard	
211	0524895		Not Required, Light, Marker End Outline	1
212	0517025		Lights, Tail, Wrap-around, Stop/Tail, Turn & Backup LED, Tri-Cluster	1
213	0085910		Lights, Backup Included in Signal Cluster	1
214	0663884		Bracket, License Plate & Light, P25 LED, Temp Under Tailbrd	1
			Location - under tailboard	
215	0589905		Alarm, Back-up Warning, PRECO 1040	1

Line	Option	Type	Option Description	Qty
216	0614309		Synchronize, Wln Warning Lights, 1st	10
			Location - TBD	
			Qty, - 10	
			Location 1 - *	
			Location 2 - *	
217	0564535		Light, Marker, Britax Rubber Arm, Model L427.203.L12 LED, Red/Amb, Qty/Loc	1
			Location, Lights - Rear side corners of body	
			Qty, Lights (pair) - 1	
218	0757409	SP	Lights, Cornering/Scene, Wln M6BUW LED, M6P15C, Switches 1st	2
			Location - 1 each side of the bumper extension and 1 each side above rear wheel well	
			Qty, Lights, Pair - 2	
			Switch, Lt Control 1 DC,1 - n) Other Scene Lt Control	
			Switch, Lt Control 2 DC,2 - e) No Control	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - Parking brake, when in reverse, and when blinkers are activated	
219	0692974	SP	Lights, Perimeter Cab, Truck-Lite 44308C LED 4Dr, Grommet Mt w/Dir Cir	1
220	0617863		Lights, Perimeter Pump House, Wln 20C0CDCD LED 2lts	1
221	0768498		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 1lt, Turntable Access	1
			Control, Perimeter Lts - Parking Brake Applied	
222	0663909	SP	Switching, Special, Perimeter Lights, Battery Master and Switch	1
223	0554185		Lights, Step, P25 LED, Aerial With Pump, Aerial Master	1
224	0586888		Bracket, Alum. Trdplate, 12V Recessed Flood Lights, Compt Top, Each	2
			Location - 1 each side of truck, see drawing for the two whelen PFS2 lights	
			Qty, - 02	
225	0640629		Light, Wln, 12V PCPSM1* Pioneer LED Fld/Spt, Surface Mount 1st	1
			Location, Lights - Driver side of cab as high and rearward as possible.	
			Qty, - 01	
			Switch, Lt Control 1 DC,1 - n) Other Scene Lt Control	
			Switch, Lt Control 2 DC,2 - e) No Control	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
			Color, Wln Lt Housing - Chrome Flange	
226	0632401		Light, Wln, 12V PCPSM1* Pioneer LED Fld/Spt, Surface Mount 3rd	1
			Location, Lights - Pass side of cab as high and rearward as possible.	
			Qty, - 01	
			Switch, Lt Control 1 DC,1 - n) Other Scene Lt Control	
			Switch, Lt Control 2 DC,2 - e) No Control	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
			Color, Wln Lt Housing - Chrome Flange	
227	0640627		Light, Wln, 12V PCPSM1* Pioneer LED Fld/Spt, Surface Mount 2nd	2
			Location, Lights - 1 each side on the rear as high as possible	
			Qty, - 02	
			Switch, Lt Control 1 DC,1 - Park Brake	
			Switch, Lt Control 2 DC,2 - c) DS Rear of Apparatus	
			Switch, Lt Control 3 DC,3 - a) DS Switch Panel	
			Switch, Lt Control 4 DC,4 - f) PS Switch Panel	
			Color, Wln Lt Housing - Chrome Flange	
228	0565198		Not Required, Deck Lights, Other Hose Bed & Rear Lighting, Aerial	1
229	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips	1
			Control, Hose Bed Lts - Cup Switch At Rear	
230	0645678		Lights, Not Required, Rear Work, Alt. 120/240 Volt Lights At Rear Body	1
231	0709438		Light, Walking Surf, FRP Flood, LED	1
232	0541559	SP	Switch, 12VDC, 3-way, Connect to Opticom, MUX Only	1
233	0776373		Light, Wln, 12V P*H2* Pioneer LED, 2nd	1
			Location, Lights - Centered over D3	
			Qty, - 01	
			Color, Wln Lt Housing - White Paint	
			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS and Cab Sw Panel PS	
			Scene Light Optics - Flood/Spot	

Line	Option	Type	Option Description	Qty
233			Mount, Wln - Semi-recessed Chrome 15 deg P**2	
234	0776383		Light, Wln, 12V P*H2* Pioneer LED, 1st	1
			Location, Lights - Centered above P3	
			Qty, - 01	
			Color, Wln Lt Housing - White Paint	
			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS and Cab Sw Panel PS	
			Scene Light Optics - Flood/Spot	
			Mount, Wln - Semi-recessed Chrome 15 deg P**2	
235	0638557		Switch, Master, 12 Volt Scene Lights	2
			Location - See instrument panel layout	
			Qty, - 02	
			Fill in Blank - Control all 12v scene lights	
236	0771191	SP	Light, Visor, Wln S30M**, 30", Brkt, Cnt Feature	1
			Qty, - 01	
			Location, driver's/passenger's/center - 1 Centered on Roof	
			Color, Wln Lt Housing - White Paint	
			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS and Cab Sw Panel PS	
			Color, LEDs, Visor Warn Spot, LS Outside - White	
			Color, LEDs, Visor Warn Spot, RS Outside - White	
237	0764643	SP	Lights, Wln, S091M* 9" 12VDC LED, 1st	2
			Location - Mounted at 45 degree angles on DS forward of condenser. PS directly across. (See job 31255 to match)	
			Qty, - 02	
			Color, Wln Lt Housing - White Paint	
			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS and Cab Sw Panel PS	
238	0612611		Aerial, HD Ladder 107' ASL Single, PUC, Quint, Alum Body	1
239	0554271		Body Skirt Height, 20"	1
240	0552511		Tank, Water, 500 Gallon, Poly, Ascendant Single Axle, PAL, PUC	1
241	0003405		Overflow, 4.00" Water Tank, Poly	1
242	0028104		Foam Cell Required	1
243	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
244	0003429		Not Required, Direct Tank Fill	1
245	0624711		Hose Bed, Alum, LS/RS, Ascendant Single Axle	1
246	0003492		Hose Bed Capacity, Special Amount, Ascendant, PAP, PAL	1
			Capacity, Hosebed - 1000' of 4.00" on right side and 300' of 2.5" on driver's side pre-connected MATCH PREVIOUS UNIT 22958	
247	0063099		Cross-Divider, Fixed, In Hose Bed, Ascendant, PAL/PAP	1
			Location - See Prelim drawing	
			Qty, - 01	
248	0009898		Divider, Adjustable, In Hose Bed, PAL/PAP	1
249	0581819		Hose Restraint, Hose Bed, Vinyl, Top, Aerial	1
			Color, Vinyl Cover - a) red	
			Type of fastener - Velcro - Sides of Hosebed	
			Type of fastener, Front - Velcro - Front Hosebed	
250	0532261		Running Boards, PUC, Aerials	1
251	0601894		Turntable Steps-Morton Cass, Swing-Down, LS Only, Non-TCO, Ascendant SA	1
252	0554001		Lights, Step (3), P25 LED, Swing Down Access Steps, One Side	1
253	0690023		Wall, Rear, Smooth Aluminum	1
254	0074515		Tow Eyes (2), Ascendant 100' Aerial Tower, Ascendant Single Axle, 75' HAL	1
255	0624701		Construction, Compt, Alum, 3rd Gen, Ascendant Single Axle	1
256	0610141		Compt, LS F/H, Lap Drs, Ascendant Single Axle	1
257	0614991		Compt, LS Turntable, F/H, Lap Dr, Ascendant Single Axle	1
258	0023672		Compt, IPO Stairs, Not Required, LS	1
259	0610140		Compt, RS F/H, Lap Drs, Ascendant Single Axle	1
260	0614988		Compt, RS Turntable, F/H, Lap Dr, Ascendant Single Axle	1
261	0607982		Compt, IPO Stairs RS, Lap Door, Ascendant Single Axle	1
262	0624691		Compt, Rear, Amdor Rollup Door, Narrow, Ascendant Single Axle	1
			Color, Roll-up Door - AMDOR Satin Aluminum	
			Latch, Roll-up Door - Non-Locking Liftbar	
263	0666824		Doors, Lap w/"D" Handle, Aluminum, Side Compartments	1

Line	Option	Type	Option Description	Qty
264	0624690		Bumper, Rear, Aluminum Rub Rail, Ascendant Single Axle	1
265	0518559		Keyed Locks for Roll-Up Doors, Key Style 751	2
			Qty, Door Accessory - 02	
			Location, Door Accessory - Rear door and pump panel	
266	0505888		Keyed Locks for Latches, Lap Doors (#751 Lock)	7
			Qty, Door Accessory - 07	
			Location, Door Accessory - D1, D2, P1, P2, P3, two ladder storage doors	
267	0620239	SP	Washer, Added to Clevis Pin, Lap Doors	4
			Qty, Door Accessory - 04	
			Location, Door Accessory - vertically hinged doors	
268	0603083		Lights, Compt,Pierce LED,Dual Light Strips,Each Side Dr,Ascend TA,75'HAL,PAP,HDL	11
			Qty, - 11	
			Location, Compartment Lights - All Body Compts	
269	0655467		Lights, Compt, Pierce, LED Light Strip, 9" IPOS	2
			Location, Lights - D6, P6 BOOM SUPPORT COMPARTMENTS	
			Qty, - 02	
270	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
271	0600289		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations, Aerial	10
			Qty, Shelf - 10	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - .Location To Be Determined	
272	0603179		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G, Ascendant Single Axle	3
			Qty, - 03	
			Location, Tray Slide-Out, Floor Mounted - RS1, LS1 and LS4	
			Material Finish, Tray - Painted - Spatter Gray	
273	0544614		Toolboard, Swing-out, Alum, .188", Peg Board, 3G	1
			Qty - 1	
			Location, Pivot - Front	
			Mounting, Toolboard - Adjustable Frt-back	
			Hole Diameter, Pegboard/Toolboard - .203" diameter	
			Finish, Pegboard/Toolboard - Painted - Spatter Gray	
			Location, Toolboard -	
274	0782559	SP	Toolboard, Swing-Out, 60 Degree Locking Position	1
			Location - P3	
			Qty, - 01	
275	0647081	SP	Pegboard, 3/16" Alum, Upper Back Wall Compt, w/Track	4
			Location - D1, D4, P1, P4	
			Qty, Comp. Accessory - 04	
			Hole Diameter, Pegboard/Toolboard - .203" diameter	
			Finish, Pegboard/Toolboard - Painted - Spatter Gray	
276	0061917		Rub Rail, Aluminum Extruded, 3.12", Side of Body	1
277	0565606		Fender Crowns, Rear, S/S, w/Removable Fender Liner, Aerial, 3rd Gen	1
278	0519849		Not Required, Hose, Hard Suction	1
279	0527021		Handrails Located @ Front Body	1
280	0074030		Compt, Air Bottle, Dbl, in Fender Panel, Alum, 3rd Gen.	4
			Qty, Air Bottle Comp - 4	
			Location, Air Bottle - (1) LS Ahead Rr Wheel, (1) LS Behind Rr Wheel, (1) RS Ahead Rr Wheel and (1) RS Behind Rr Wheel	
			Door Finish, Fender Compt - Brushed	
			Latch, Air Bottle Compt - Flush Lift & Turn	
			Insert, Air Bottle Compt - Rubber Matting	
281	0004220		Ladder, 35' Duo-Safety 1225-A 3-Sect	1
282	0600821		Ladder, 24' Duo-Safety 900A 2-Section, Ascendant Single Axle, 75' HAL	1
			Qty, - 01	
			Location, Extension Ladder - ladder storage	
283	0004232		Ladder, (2) 16' Duo-Safety 875A Roof	1
284	0024233		Not Required, Attic Extension Ladder	1
285	0600819		Ladder, 10' Duo-Safety Folding, 585A, Ascendant Single Axle, 75' HAL	1
			Qty, - 01	
			Location, Folding Ladder Aerial - ladder storage	
286	0624687		Ladders Stored at Rear, Ascendant Single Axle, Smooth Aluminum Doors	1
287	0709970		Lights, Ladder Storage, Truck-Lt 44042C, LED Round, Ascendant Single, 75' HAL	1

Line	Option	Type	Option Description	Qty
288	0004998		Pike Pole, 12' Nupla, Fiberglass, I Beam, SPD-12	1
			Qty, - 01	
289	0548193		Pike Pole, 8' Nupla, Fiberglass, I Beam, SPD-8	1
			Qty, Pike Poles - 1 Location - TBD	
290	0044348		Pike Pole, 6' Nupla, I Beam, Aerial	1
			Qty, - 1	
291	0044344		Pike Pole, 3' Nupla, I Beam, w/D Handle	1
			Qty, - 01	
292	0770578		Pike Pole Tubes, in Torque Box/Ladder Storage, ABS	5
			Qty, - 05	
293	0525745	SP	Bell, Mounting Only, Customer Installed	1
			Location, Acc. Misc. - b) passenger's side	
294	0786731	SP	Steps, Folding, Front Bulkhead Aerial PUC, w/ Special DS Mounting, Trident	1
			Coating, Step - black	
295	0515695		Pump, Pierce, 1500 GPM, Single Stage, PUC	1
296	0515822		Seal, Mechanical, Silicon Carbide, PUC Pump	1
297	0515705		Gear Case, Pierce Pump, REPTO-Clutch Drive	1
298	0521309		Pumping Mode, Pump and Roll/Stationary, Basic, PUC	1
299	0658980		Pump Shift, Sure-Shift, Additional Switch, Pump Operator's Panel	1
300	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
301	0515835		Auxiliary Cooling System, PUC	1
302	0014486		Not Required, Transfer Valve, Stage Pump	1
303	0777650		Valve, Relief Intake, Akron, w/Pressure Features	1
			Pressure Setting - 125 psig	
304	0515838		Controller, Pressure, Pierce, PUC	1
305	0072153		Primer, Trident, Air Prime, Air Operated	1
306	0044552		Line, 0.50" Recirculating w/Check Valve	1
307	0667819	SP	Pump Oil Drain, Modified	1
			location - Extend to the left side (DS) of the exhaust and secure, also mark as PUC Oil Drain.	
308	0658276		Thermal Relief Valve, w/Amber Warning Light, PUC Pump	1
			Location, Thermal Relief Discharge - Ground	
309	0780359		Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1
310	0602496		Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
311	0795135		Plumbing, Stainless Steel, w/Foam System	1
312	0517852		Inlets, 6.00" - 1500 GPM, Pierce PUC Pump	1
313	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
314	0587931		Valve, w/Relief, RS Inlet, 6", Waterous Electric Cntrl, LED, Manual Override,PUC	1
315	0084610		Valves, Akron 8000 series- All	1
316	0004660		Inlet, Left Side, 2.50"	1
317	0029147		Not Required, Inlet, Right Side	1
318	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC	1
			Qty, Inlets - 1	
319	0065730		Adapter, Side Inlet, 6" FNST x 4" Storz W/ Cap	1
			Qty, Adapter for Inlet - 1 Location, driver's/passenger's/center -	
320	0521137		Anode, Zinc, Pair, Pump Inlets, PUC	1
321	0004700		Control, Inlet, at Valve	1
322	0092569		No Rear Inlet (Large Dia) Requested	1
323	0092696		Not Required, Cap, Rear Inlet	1
324	0064116		No Rear Inlet Actuation Required	1
325	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
326	0092568		No Rear Auxiliary Inlet Requested	1
327	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
328	0520277		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
329	0601687		Outlet, Tank Fill, 2", PUC	1
330	0516755		Outlet, Left Side, 2.50" (2), PUC	1
331	0092570		Not Required, Outlets, Left Side Additional	1
332	0766761		Outlet, Right Side, 2.50", (1), Electric Akron 9335 Controller, PUC	1
			Qty, Discharges - 01	

Line	Option	Type	Option Description	Qty
333	0092571		Not Required, Outlets, Right Side Additional	1
334	0766992		Outlet, Right Side, 4" w/4" Valve, Akron 9335 Elec Controller, PUC	1
335	0648906		Outlet, Front, 2.50" w/2.50" Plumbing	1
			Fitting, Outlet - 2.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - top of right bumper	
336	0092575		Not Required, Outlet, Rear	1
337	0092574		Not Required, Outlet, Rear, Additional	1
338	0588480		Outlet, Front HB, 2.50" w/2.50" Plumbing, HAL	1
			Location - DS	
			Qty, Discharges - 01	
339	0085076		Caps for 1.50" to 3.00" Discharge, VLH	1
340	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
341	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
342	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
343	0021134		Not Required, Elbow, Right Side Outlets	1
344	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
345	0045099		Not Required, Elbow, Rear Outlets	1
346	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
347	0005094		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 4.00" Storz	1
348	0766941		Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC	1
349	0029106		Not Required, Deluge Outlet	1
350	0029302		No Monitor Requested	1
351	0029304		No Nozzle Req'd	1
352	0029107		No Deluge Mount	1
353	0527482		Waterway Outlet & Control, PUC	1
354	0689926	SP	Crosslays, Low Mount, (1) 2.50", Spl. Cap, Poly Trays, PUC	1
			Capacity, Special Xlay - 250' of 2.5"	
355	0696648		Crosslay, (2) 1.50" Spl. Cap, W/ Poly Tray, High Mount, Full Width, PUC	1
			Capacity, Special Xlay - TBD	
356	0029260		Not Required, Speedlays	1
357	0588430		Hose Restraint, Crosslay/Deadlay, Bar and Hook, Heavy Nylon Web, Each Side, PUC	2
			Qty, - 02	
			Type of fastener - 1" cam buckle	
			Nylon Web Color - Black	
358	0565780	SP	Deadlay (1) No Plumbing, Special Capacity, W/Poly Tray, PUC	1
			Capacity, Special Xlay - 50' OF 4.00" WITH STORZ COUPLINGS TO THE FRONT OF THE LOWER CROSSLAY	
359	0522721		90 Degree Swivel Elbow, Special Location	3
			Location - Chicksan to not come out in middle of each tray, would like them to be towards the rear of each poly tray	
			Qty, - 03	
360	0696894		Lights, Crosslay, Wln PSC0CDCR Strip Light, 45 Deg Brckt	2
			Location - One in each crosslay area	
			Qty, - 02	
			Switch, 1 Scene Cntrl - dspp) DS Pump Pnl	
361	0630714	SP	Support Floor, Poly Tray, Removeable, PUC	4
			Location - All 3 crosslays and the deadlay	
			Qty, - 04	
362	0676021		Foam Sys, Husky 3, Single Agent, PUC, Multi Select Feature	1
			Discharge, Foam Locations - Crosslay Lower Rear, Crosslay Lower Front, Crosslay Upper Front, Front Bumper Center and Front of Hose Bed Left Side	
			Discharge, Foam Locations - Crosslay Lower Rear, Crosslay Lower Front, Crosslay Upper Front, Front Bumper Center and Front of Hose Bed Left Side	
363	0012126		Not Required, CAF Compressor	1
364	0592527		Refill, Foam Tank, Integral, Husky 3	1
365	0031896		Demonstration, Foam System, Dealer Provided	1
366	0530519		Foam Cell, 30 Gallon, Not Reducing, PUC	1
			Type of Foam - Class "A"	
			Foam, Brand Name - Chemguard Class A Plus	

Line	Option	Type	Option Description	Qty
367	0697589		Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn	1
368	0091079		Not Required, Foam Tank #2	1
369	0091112		Not Required, Foam Tank #2 Drain	1
370	0553873		Pump Operators Panel & Module, Aluminum, Control Zone, Ascendant/PAL/PAP PUC	1
371	0519215		Pump Panel Configuration, Control Zone, Special Layout Information	1
			Fill in Blank - pump panel to be as close as possible to previous unit 27221	
372	0579538		Step, Slide-Out/Fold-Out, Pump Operator Platform, Aerial PUC, w/Enclosure	1
373	0667184		Light, Slide-Out Pump Operator Step, Wln 01-066D068-00, 3.00" LED, Short Step	1
374	0516975		Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	1
375	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
376	0520016		Not Required, Pumphouse Structure, PUC	1
377	0618458		Light, Pump Compt, Wln 3SC0CDCR LED White, PUC	1
			Qty, - 01	
378	0516983		Gauges, Engine, Included With Pierce Pressure Controller, PUC	1
379	0005601		Throttle Included w/ Pressure Controller	1
380	0549333		Indicators, Engine, Included with Pressure Controller	1
381	0553643		Control, Air Horn at Pump Panel w/Red Switch	1
382	0001750		Tag, Special Colors	3
			Qty, Gauges/Disc. - 03 Color, Discharge Tag - TBD	
383	0521055		Gauges, 6.00" Master, Class 1, 30"-0-600psi, PUC	1
384	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
385	0517009		Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC	1
			Activation, Water Level G - pg) pump in gear	
386	0060753		Water Level Gauge, Wln PSTANK, LED 1-Light, 4-Level	2
			Qty, - 02 Activation, Water Level G - pg) pump in gear Location, Water Level Gauge - Each Side Custom Cab	
387	0517012		Gauge, Foam Level, Pierce, PUC, PP and Mini in Cab	1
			Activation, Foam Level Gauge - pump in gear	
388	0653081		Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH Chr Cvr	1
389	0606694		Air Horns, (2) Hadley, 6" Round, In Bumper	1
390	0606834		Location, Air Horns, Bumper, Each Side, Outside Frame, Inboard (Pos #2 & #6)	1
391	0006064		Control, Air Horn, DS & PS Foot Sw	1
392	0525667		Siren, Wln 295SLSA1, 100 or 200 Watt	1
393	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, Above Eng Tunnel DS	
394	0006145		Control, Elec Siren, Horn Ring, PS Foot Sw	1
395	0601304		Speaker, (2) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
396	0601559		Location, Speaker, Frt Bumper, Recessed, Each Side, Inside Frame (Pos 3 & 5)	1
397	0016080		Siren, Federal Q2B	1
398	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
399	0026163		Control, Mech Siren, DS & PS Foot Sw	1
400	0006086		Switch, Second Siren Brake	1
401	0605615		Lightbar, Wln, Freedom IV-Q, 2-21.5", RRWWR RWWRR, 30 Deg	1
			Filter, Whl Freedom Ltbrs - No Filters	
402	0691544		Light, GTT, 794* LED Opticom Emitter, Remote Mounted on Cab Roof	1
			Location - DS as shown on drawing Opticom Priority - b) High Opticom Activation - Cab Switch & E-Master Momentary Opticom Activation - DS & PS Switch	
403	0579105	SP	Light, Front Zone, Wln M6* LED, All Split Color, Clear Lens, 4lts Q Bezel	1
			Color, Lt DS Frnt Out Spl - b) Red and Blue Color, Lt PS Frnt Out Spl - b) Red and Blue Color, Lt DS Frnt Ins Spl - aa) White and Red Color, Lt PS Frnt Ins Spl - aa) White and Red	
404	0558676		Daytime Running Lights, Headlights, Qtm, Vel/Imp, Enf/AXT-MUX, DCF (Low Beam)	1

Line	Option	Type	Option Description	Qty
405	0556802		Lights, Side Zone Lower, Wln M6# LED, Split Color 3pr, Ovr 25	1
			Location, Lights Mid - Behind crew cab doors	
			Location, Lights Rear - above rear wheels	
			Location, Lights Front Side - b)each side bumper	
			Color, Lt Side Frnt Split - Red and Blue	
			Color, Lt Side Mid Split - Red and Blue	
			Color, Lt Side Rear Split - Red and Blue	
406	0680983		Lights, Door Interior Flash, 4 Dr Cab, Weldon 8401-0000-20 LED Strip Light Ovr W	1
407	0553353		Lights, Side, Wln M6* LED, Split Color, Clear Lens	2
			Location, Lights - tbd on bumper	
			Qty, - 02	
			Control, Light - b) side warning	
			Color, Lt Side Split - Red and Blue	
408	0553453		Lights, Rear Zone Lower, Wln M6# LED, Split Color	1
			Color, Lt DS Rear Splt - a) Red and Blue	
			Color, Lt PS Rear Splt - a) Red and Blue	
409	0647827		Light, Rear Zone Upper, Wln B63M7**, Rota-Beam & M7** LED Lt	1
			Color, Lens, LED's - m)match LED's	
			Color, Beacon, DS LED's - Red	
			Color, Beacon, PS LED's - Amber	
			Color, Lt Rer Low DS - DS Rear Lower Red	
			Color, Lt, Rear Lower PS - PS Rear Lower Blue	
410	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
411	0791501		Light, Traffic Directing, Wln TAL65, 36" Long LED, Aerials	1
			Activation, Traffic Dir L - Aux Flash with Rear Zone Up and Park Brake	
412	0530074		Location, Traf Dir Lt, On Top of Body Below Turntable w/Trdplt Box	1
413	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
414	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	2
			Qty, - 02	
			Location 1 - P5 and P4 compartments	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior Red Plastic Wall Plates(s)	
415	0519934		Not Required, Brand, Hydraulic Tool System	1
416	0649753		Not Required, PTO Driven Hydraulic Tool System	1
417	0649750		Not Required, Hydraulic Reels	1
418	0786787		Aerial, 107' ASL Single Axle, Active Damping System, 750/500 Tip, 35 MPH Wind	1
419	0000042		Boom Support, Rear of the Chassis Cab	1
420	0762413		Light, Boom Support, Amdor AY-LB-12HW012, 12" LED	1
421	0799599		Boom Support Compartment, Rear of Cab, PUC	1
			Material Boom Support Compt - aluminum treadplate	
422	0680821		Boom Panel, Pair	1
			Paint Color, Predefined - #90 Red	
423	0526885		Indicator, Extension, Inside and Outside Handrails, Every 10'	1
			Color - 1) black	
424	0591645		Steps, Folding, Four, Aerial Device, Trident	1
			Coating, Step - luminescent	
425	0688232		Rung Covers, Aerial Device	1
			Rung Cover Color - Photoluminescent	
426	0663692		Brackets Only, Roof Ladder, Base Section, Inboard of Boom Panel, Narrow Mounting	1
			Qty, - 01	
			Location, Aerial Device - left side	
			Roof Ladder, Make/Model, Multi-Select - 16' Duo-Safety 875-A	
427	0678641		Brackets Only, Pike Pole, Aerial Fly Section	1
			Qty, - 01	
			Pike Pole Make/Model - Nupla 8' Pike Pole	
428	0678815		Brackets Only, Axe, 6lb or 8lb, Aerial Fly Section	1
429	0678711		Brackets, Stokes Storage, Base Section, Inboard of Boom Panel	1
			Qty, - 01	
			Location, Aerial Device - right side	
430	0601972		Lights, Turntable Walkway, P25, LED	1
431	0601949		Light, Turntable Console, TecNiq T-10, LED Strip Light	1
432	0624684		Control Stations, ASL Single Axle, MUX, Color Display	1

Line	Option	Type	Option Description	Qty
433	0606235		Remote Pump Panel Control, Ladder, 105' MUX/ASL	1
434	0624682		Stabilizers, One Set, Ascendant Single Axle	1
			Material, Stabilizer Pad - Composite	
435	0798201		Door, Stabilizer Control Box, Smooth Aluminum	1
			Latch, Stabilizer Door - Lift and Turn Latch, Flush	
436	0615058		Stabilizer Placement, Cameras w/Command Zone Color Display, 1 Set	1
437	0624678		Hydraulic System, Ascendant Single Axle	1
438	0615180		Swivels, w/Encoder, ASL Single Axle, (28 Collector Rings)	1
439	0624676		Electrical System, ASL Single Axle, MUX	1
440	0773017		Lights, Wln MPB* Micro Trk 2lts, P*H1P* LED Tip 2lts, (PAL/HAL/SBoom)	1
			Location, Sw, Arl DC Lts - m) 2 locations Scene Lt Optics LH Fly - Combination Scene Lt Optics RH Fly - Combination Scene Lt Optics LH Base - Flood and Spot Scene Lt Optics RH Base - Flood and Spot Color, Wln Lt Housing Tip - White Color, Wln Lt Housing Track - White	
441	0540725		Lights, Stabilizer Warn (1) Set, Wln M6* LED, Rear Colored Lens	1
			Color, Lt Rr Stabilzr Pan - r) Pan Light Red	
442	0617469		Lights, Wln T0R00FRR LED 2", Stabilizer Beam (1) Set, Ascendant	1
443	0768550		Lights, Stabilizer Scene, Amdor AY-LB-12HW012, 12", 3lts LED, Ascendant Single	1
444	0006929		Not Required, 120v To Tip	1
445	0594648		Intercom, 2-Way Fire Research ICA900 Hands Free	1
446	0796756		Camera System, One (1), At Tip of MUX Aerial, Wireless Fixed Camera to Console	1
447	0540895		Not Required, Breathing Air to Tip, Aerial Ladder	1
448	0024742		Not Required, Mask, Breathing Air To Tip	1
449	0610887		Aerial Pedestal, Ascendant Single Axle	1
450	0604457		Lifting Eye Assembly, Rope Rescue Attachment, ASL	1
451	0530826		Turntable Access, ManSaver Bars, Yellow	1
452	0624672		Waterway, High Flow, 1500 GPM, ASL	1
453	0632855		Monitor, Akron 3480 StreamMaster II Electric w/Extended Vertical Travel	1
			Nozzle, Monitor 1 PAL - Akron 5178 Electric 2000 gpm	
454	0542307		Remote Monitor Control @ Pump Panel, Aerial	1
455	0010758		Flow Meter, Waterway, PAL, 110' Ascendant, MUX	1
456	0624671		Inlet, 5.00" w/5.00" Aluminum, Plumbing at Rear, Ascendant Single Axle	1
457	0673128		Quick-Lock Waterway Locking System, 100' HDL/MDL, 105' HDL, ASL	1
458	0518550		Outlet, 2.50" Auxiliary, LHS, Aerial Tip	1
459	0047897		Tools, Aerial	1
460	0559494		Manuals and Training, 3 Consecutive Days, Ascendant Ladder, PAL	1
461	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
462	0602497		NFPA Required Loose Equipment, Quint, NFPA 2016, Provided by Fire Department	1
463	0610106		Soft Suction Hose, Provided by Fire Department, Quint ULC Classification	1
464	0027023		No Strainer Required	1
465	0602534		Extinguisher, Dry Chemical, Quint NFPA 2016, Provided by Fire Department	1
466	0602352		Extinguisher, 2.5 Gal. Pressurized Water, Quint, NFPA 2016,Provided by Fire Dept	1
467	0007482		Not Required, Crowbars	1
468	0007484		Not Required, Claw Tools	1
469	0602883		Axe, Flathead, Quint NFPA 2016, Provided by Fire Department	1
470	0602670		Axe, Pickhead, Quint NFPA 2016, Provided by Fire Department	1
471	0007494		Not Required, Sledgehammers	1
472	0559573		Paint, Single Color, Custom	1
			Paint Color, Predefined - #90 Red	
473	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Lower Job Color	
474	0693798		Paint, Front Wheels	1
			Paint, Wheels -	
475	0693793		Paint, Rear Wheels, Single Axle	1
			Paint, Wheels -	
476	0007230		Compartment, Painted, Spatter Gray	1
477	0792617		Aerial Ladder Paint, ASL-Single Axle, E-Coat	1
			Paint Color, Aerial Device - Bright Silver Metallic 224	

Line	Option	Type	Option Description	Qty
477			Paint Color, Egress - #50 Red Paint Color, Turntable - Silver/gray metallic 224 Paint Color, Boom Support - gloss black primer Paint Color, Cylinders - bright silver metallic 224 Paint Color, Aerial Control Console - bright silver metallic 224	
478	0544111		Reflective Band, 10"	1
			Color, Reflect Band - A - a) white	
479	0510041		Reflective across Cab Face, Imp/Vel	1
480	0624670		Stripe, Chevron, Rear, Diamond Grade, Aerial, Ascendant Single Axle	1
			Color, Rear Chevron DG - yellow	
481	0598747		Stripe, Reflective/Diamond Grade, Chevron Stripes, Two (2) Stabilizers	1
			Color, Reflect Band - A - r) red diamond grade Color, Reflect Chev - A - u) yellow diamond grade Size, Stripe - a) 4.00"	
482	0669646		Stripe, Reflective, Inside Aluminum Rub Rail, DOT Red/White Style	4
			Qty, - 04	
483	0545179		Stripe, Diamond Grade, Chevron, Front Bumper	1
			Size, Chevron Striping - 06 Color, Chevron DG - Yellow Color, Chevron DG - B - Red	
484	0552453		Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Diamond Grade	1
			Color, Reflect Band - A - q) yellow diamond grade Size, Chevron Striping - 02 Color, Reflect Chev - A - r) red diamond grade	
485	0033179		Lettering Specifications, Reflective	1
486	0686159		Lettering, Reflective, 3.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
487	0576370	SP	Graphics Package, Overland Park, KS, Aerial	1
488	0529225		Manuals, Two (2) CD, Fire Apparatus Parts, Custom Chassis	1
489	0531636		Manual, Two (2) CD, Chassis Service, Custom	1
490	0531638		Manual, Two (2) CD, Chassis Operation, Custom	1
491	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
492	0611136		Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
493	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
494	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
495	0595767		Warranty, Frame, 50 Year, Velocity/Impel, Dash CF, WA0038	1
496	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
497	0777368		Warranty, Axle, 2 Year, Meritor, General Service, WA0328	1
498	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
499	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
500	0595813		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
501	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
502	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
503	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
504	0685945		Warranty, Transmission Cooler, WA0216	1
505	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
506	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
507	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
508	0516693		Warranty, Pump, Pierce, PUC, 6 Year Parts, 1 Year Labor, WA0039	1
509	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
510	0657990		Warranty, Foam System, Husky 3, WA0231	1
511	0006999		Warranty, Structure, 20 Year, Aerial Device, WA0052	1
512	0687388		Warranty, Swivels, 5 Year, Aerial Device, WA0197	1
513	0685727		Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200	1
514	0687327		Warranty, Waterway, 10 Year, Aerial Device, WA0198	1
515	0595860		Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	1
516	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
517	0595412		Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1
518	0683627		Certification, Vehicle Stability, CD0156	1
519	0608290		Certification, Engine Installation, Imp/Vel, Cummins L9, 2017, CD0152/CD0159	1
520	0686786		Certification, Power Steering, CD0098	1
521	0667417		Certification, Cab Integrity, Velocity FR, CD0009	1

Line	Option	Type	Option Description	Qty
522	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
523	0548967		Certification, Windshield Wiper Durability, Impel/Velocity, CD0005	1
524	0667411		Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1
525	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
526	0667416		Certification, Cab Heater and Defroster, Velocity/Impel FR, CD0015	1
527	0667415		Certification, Cab Air Conditioning Performance, Velocity/Impel FR, CD0016	1
528	0545073		Amp Draw Report, NFPA Current Edition	1
529	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
530	0799248		Appleton/Florida BTO	1
531	0000049		Ascendant BODY	1
532	0000012		PIERCE CHASSIS	1
533	0004713		ENGINE, OTHER	1
534	0046395		EVS 3000 Series TRANSMISSION	1
535	0520324		PIERCE PUMP, PUC	1
536	0020009		POLY TANK	1
537	0028048		FOAM SYSTEM	1
538	0020006		SIDE CONTROL	1
539	0020007		AKRON VALVES	1
540	0020015		ABS SYSTEM	1
541	0658751		Manufacturing Attribute	1

CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:	FS12-17	Date Prepared:	12/20/18

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Merriam, KS	**Contractor:**	Pierce-Conrad Fire
Contact Person:	Mike Casey (OPFD)	**Prepared By:**	
Phone:	913-526-5011	**Phone:**	
Fax:		**Fax:**	
Email:	michael.p.casey@opkansas.org	**Email:**	

Product Code:	**TA03**	**Description:**	**Pierce Custom Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Rear-Mounted Telescoping Ladder** Reference Specifications of Bid Number 370

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $841,352.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$198,134.00
		Subtotal B:	$198,134.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$56,079.34
		Subtotal C:	$56,079.34

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 5.39%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	**X Subtotal of A + B + C:**	1095565.339	=	**Subtotal D:**	$1,095,565.34

E. H-GAC Order Processing Charge (Amount Per Current Policy) **Subtotal E:** $1,000.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Chassis Pre-Payment Discount		**Unpublished Options Discount**	-$50,790.34
100% Pre-Payment Discount	**-$37,057.12**	**Trade-in Allowance**	-$115,000.00
		Subtotal F:	-$202,847.46

Delivery Date:	**Nov-19**	**G. Total Purchase Price (D+E+F):**	$893,717.88

HGACBuy THE SMART PURCHASING SOLUTION

SAMPLE

Bond No. _____

(Surety Company Address/Logo as applicable)

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, _____
_____
(hereinafter called Principal), as Principal and (Name and Address of Surety), a corporation organized and existing under the laws of the State of (Surety State) with its principal office in the City of (Where), (hereinafter called Surety) as Surety are held and firmly bound unto _____
_____
(hereinafter called the Owner) and to all persons who furnish labor or material directly to the Principal for use in the prosecution of the work hereinafter named, in the just and full sum of _____
_____ Dollars ($_____)
to the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____ , _____, for _____
_____
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall fully indemnify the Owner from and against any failure on his/her part faithfully to perform the obligations imposed upon him/her under the terms of said contract free and clear of all liens arising out of claims for labor and material entering into the work, and if the said Principal shall pay all persons who shall have furnished labor or material directly to the Principal for use in the prosecution of the aforesaid work, each of which said persons shall have a direct right of action on this instrument in his/her own name and for his/her own benefit, subject, however, to the Owner's priority, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that no action, suit or proceeding shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within two years after completion of the work mentioned in said contract, whether such work be completed by the Principal, Surety or Owner; but if there is any maintenance or warranty period provided in the contract for which said Surety is liable, an action for such maintenance or warranty may be brought within two years from the expiration of said maintenance or warranty period, but not afterwards.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument this _____ day of _____, _____.

_____ _____
Witness: Principal

_____ **Name of Surety**
Witness: Surety

By: _____
Attorney-In-Fact

AGENDA ITEM INFORMATION FORM

AGENDA ITEM:	Consider Approval of Interlocal Agreement with Cities of Fairway, Leawood, Prairie Village, Roeland Park, Mission and Johnson County Park and Recreation District for 2019 Use of Swimming Pool Facilities
SUBMITTED BY:	Anna Slocum, Director Parks and Recreation
MEETING DATE:	January 14, 2019

PROJECT BACKGROUND/DESCRIPTION:

Merriam will not have an outdoor pool facility in 2019. To accommodate Merriam pass holders, staff approached other Super Pass cities to create an interlocal agreement modeled after the Super Pass agreement that allows our residents to utilize their swimming pools.

In 2019, Merriam pass holders will still need to purchase a City of Merriam season pass and staff intends to still track member sales by residency category (household, youth, adult, senior). However, this year the City will provide every pass holder a Super Pass sticker at no charge. The sticker will allow access to any/all of the other Super Pass pools for the entire 2019 pool season.

As in years past, all participating cities will track Super Pass visitors from other cities. At the end of the season, City of Merriam membership sales will be used to pay for our share of Super Pass stickers with any remaining revenue distributed proportionally to each City based on our attendance at their facilities.

Merriam will retain no revenue from the sale of 2019 pool passes.

CITY COUNCIL GOALS AND OBJECTIVES

Enhance Community Identity and Connections

FINANCIAL IMPACT

Amount of Request/Contract:	Based on Membership Sales / by visits to each city
Amount Budgeted:	$39,015
Funding Source/Account #:	001.5030.450.39.99 (General Fund Aquatic Center Other Contractual Services)

SUPPORTING DOCUMENTS

Interlocal Super Pass Agreement

ACTION NEEDED/STAFF RECOMMENDATION

Approval of Interlocal Agreement with Cities of Fairway, Leawood, Merriam, Mission, Prairie Village, Roeland Park and Johnson County Park and Recreation District for the 2019 Use of Outdoor Swimming Pool Facilities.

AGREEMENT BY AND AMONG THE CITY OF FAIRWAY, KANSAS, THE CITY OF LEAWOOD, KANSAS, THE CITY OF MERRIAM, KANSAS, THE CITY OF MISSION, KANSAS, THE CITY OF PRAIRIE VILLAGE, KANSAS, THE CITY OF ROELAND PARK, KANSAS, AND JOHNSON COUNTY PARK AND RECREATION DISTRICT FOR USE OF SWIMMING POOL FACILITIES

This Agreement made and entered into as of the effective date specified herein by and among the City of Fairway, Kansas ("Fairway"), the City of Leawood, Kansas ("Leawood"), the City of Merriam, Kansas ("Merriam"), the City of Mission, Kansas ("Mission"), the City of Prairie Village, Kansas ("Prairie Village"), the City of Roeland Park, Kansas ("Roeland Park"), and Johnson County Park and Recreation District ("JCPRD") as operator of the Roeland Park swimming pool facility.

RECITALS

A. The cities of Fairway, Leawood, Mission, Prairie Village and Roeland Park (each a "City" and collectively the "Cities") and JCPRD as operator of the swimming pool facility for Roeland Park, operate the public outdoor swimming pool facilities ("Pool Facilities") described in Exhibit A.

B. The Cities, JCPRD, and Merriam desire to enter into this Agreement to allow qualified patrons, as defined below, the opportunity to use the Pool Facilities during the 2019 swim season while Merriam constructs a new community center with indoor / outdoor aquatics.

C. K.S.A. § 12-2908 authorizes the Cities, JCPRD, and Merriam to enter into this Agreement.

NOW, THEREFORE, pursuant to, and in accordance with, the statutory authority invested in the parties to this Agreement, and in consideration of the mutual advantage received by each party, the parties hereto enter into this Agreement upon, and subject to, the following terms and conditions:

I. PURPOSE AND INTENT.

The purpose of this Agreement is to establish cooperation among the Cities, Merriam, and JCPRD, as operator of the Roeland Park pool facility, by making all of the Pool Facilities available for use by the qualified patrons of Merriam with the purchase of a pass ["Super Pool Pass"] during the 2019 swim season, which commences approximately May 26, 2019 and ends approximately September 2, 2019.

II. EFFECTIVE DATE AND TERM.

This Agreement shall become effective upon its adoption by each participating jurisdiction and shall remain in full force and effect for a term of one (1) year from the effective date hereof.

III. COOPERATION USE OF POOL FACILITIES.

As part of its program for use of the Pool Facilities during the 2019 swim season, Merriam will sell memberships to qualified patrons that will include a Super Pool Pass at no additional charge. For purposes of this Agreement, "qualified patrons" means (a) residents of Merriam, or (b) non-residents of Merriam who purchased a Merriam season pass in 2018.

a. Pool membership fees for Merriam will be:

	Resident	Non-Resident
Household	$105	$180
Youth (17 & under)	$55	$85
Adult	$70	$105
Senior (60+)	$55	$85

b. The Super Pool Pass will be designated with a high quality, not easily reproducible sticker added to the seasonal pass card of qualified patrons. The Cities and Merriam will agree in advance on the form and cost of the sticker. The cost of Merriam's stickers will be funded by membership fees collected by Merriam. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2019 swim season.

c. Merriam will keep track of the sales of membership by category. Each city will track the number of times each day a Merriam Super Pool Pass is used to enter any of its Pool Facilities and how many individuals are admitted for each use of a family Super Pool Pass; and report these counts by email at the end of the season to the Director of Parks and Recreation at Merriam. Merriam will email the tally to all of the Cities promptly upon receipt of the tallies from all Cities.

d. Merriam will retain no revenue from the passes sold. The revenues will be held in suspense until the end of the season.

e. The revenue will be summed and used initially to pay for the cost of Merriam's stickers. The remaining pooled revenue will then be distributed proportionally to each City based on the Merriam Super Pool Pass use count at the City's Pool Facilities divided by the total use count of the Merriam Super Pool Pass at all facilities. The calculation will be used to determine the transfer of funds to Cities based on money collected and due each entity. For example, if at the end of the 2019 swim season Merriam Super Pool Passes were used on 500 occasions at all Pool Facilities, and 100 occasions were at the Mission Pool Facilities, Mission would receive $1/5^{th}$ of the revenue collected.

IV. POOL SAFETY STANDARDS

Each City and Merriam and JCPRD agree to operate and maintain its Pool Facility in compliance with safety standards generally applicable to municipal pool facilities in Kansas, including, but not limited to, the following practices:

a. All Pool Facilities must comply with federal regulations contained in the Virginia Graeme-Baker Act.

b. All Pool Facilities must be municipally owned and either (a) operated by municipal staff, (b) operated by a professional pool management company engaged by the city, or (c) operated by JCPRD.

c. All Pool Facilities must meet facility standards in regards to proper placement of guards, number of guards on duty and facility readiness standards as published by the American Red Cross, Ellis and Associates, or Starguard.

d. All lifeguards must receive lifeguard certification from an accredited association.

e. All Pool Facilities must comply with the Kansas Amusement Ride Act, K.S.A. 44-1601 *et seq.*, and amendments thereto.

V. LIABILITY

The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the

parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto on the day and year indicated by each signature.

[signature pages follow]

CITY OF FAIRWAY, KANSAS

_____

By Melanie Hepperly, Mayor

Attest:

_____

City Clerk

Approved as to Form:

_____

City Attorney

CITY OF LEAWOOD, KANSAS

_____

By Peggy Dunn, Mayor

Attest:

_____

City Clerk

Approved as to Form:

_____

City Attorney

CITY OF MERRIAM, KANSAS

Attest:

By Ken Sissom, Mayor

City Clerk

Approved as to Form:

City Attorney

CITY OF MISSION, KANSAS

Attest:

By Ron Appletoft, Mayor

City Clerk

Approved as to Form:

City Attorney

CITY OF PRAIRE VILLAGE, KANSAS

Attest:

By Laura Wassmer, Mayor

City Clerk

Approved as to Form:

City Attorney

CITY OF ROELAND PARK, KANSAS

By Mike Kelly, Mayor

City Clerk

Approved as to Form:

City Attorney

JOHNSON COUNTY PARKS AND
RECREATION DISTRICT

Attest:

_____

By Nancy Wallerstein, Board Chair

_____

Steven L. Baru, Secretary

Approved as to Form:

_____

Ernie Ballweg, District Legal Counsel

Exhibit A

CITY	OUTDOOR POOL FACILITIES
Fairway	6136 Mission Road Fairway, KS 66205
Leawood	10601 Lee Boulevard Leawood, KS 66206
Mission	6090 Woodson Road Mission, KS 66202
Prairie Village	7711 Delmar Street Prairie Village, KS 66208
Roeland Park/Parks and Recreation District	4843 Rosewood Drive Roeland Park, KS 66205

MERRIAM

AGENDA ITEM INFORMATION FORM

AGENDA ITEM:	Consider approval of an ordinance prohibiting discrimination in employment, housing, and public accommodations
SUBMITTED BY:	Nicole Proulx Aiken, city attorney
MEETING DATE:	January 14, 2019

PROJECT BACKGROUND/DESCRIPTION:

At the December 10, 2018 city council meeting, the governing body discussed this ordinance and recommended further research and possible changes. This agenda form discusses staff's follow-up research and recommendations.

1. Section 4, subsection (a): What is a "valid business necessity" and is the phrase required?

Staff recommends keeping "valid business necessity" as a defense for employers in the ordinance. Section 4, subsection (a) of the ordinance prohibits two forms of discrimination. First, it makes it unlawful for employers to intentionally discriminate against individuals because of their sexual orientation or gender identity. Second, it prohibits employers from following any employment procedures or practices that have a disparate impact on individuals because of their sexual orientation or gender identity unless there is a valid business necessity.

Typically, employment practices and procedures are neutral in their treatment of different groups. On occasion, however, an otherwise neutral-looking policy turns out to be harsher on certain groups. Such practices and procedures lead to a disparate impact (sometimes called unintentional discrimination). For example, an employer may have a policy requiring employees to lift 50 pounds. This policy may impact certain protected groups and lead to unintentional discrimination. If an employee sues the employer arguing the policy is discriminatory because it is harsher on a certain group, the employer can defend its policy by showing the policy is a valid business necessity. This defense is permitted under federal and state law and it is staff's recommendation the council provide this defense to employers.

2. Section 5, subsections (h) and (j): Should these sections further clarify how the investigator and hearing officer may assess their fees?

After carefully considering the matter, staff is not recommending any changes to how an investigator or hearing officer assess their fees. While the ordinance appears to grant the investigator and hearing officer broad authority, attempting to clarify or limit that authority will likely cause more disputes between the parties. Surrounding cities use similar language in their ordinances. Competent and ethical investigators and hearing officers will not abuse their authority when assessing fees.

3. Section 5, subsection (j): Can we increase the civil penalty to $1,000?

Yes, staff increased the civil penalty to $1,000.

4. Does the City have the authority to require an employer to reinstate an employee? Do other Kansas cities provide this remedy?

Yes, the city council can approve an ordinance requiring an employer to reinstate an employee. Staff could not find a law or regulation that prohibited a city from enforcing this type of remedy. Thus, under the city's constitutional home rule authority, the city council may include reinstatement as a remedy. The city of Lawrence is the only Kansas city staff could find that provides such a remedy.

Although reinstatement is a possible remedy, staff recommends a remedy of actual damages or a civil penalty in the amount of $1,000, whichever is greater. This remedy is similar to the remedy provided in other Johnson County cities. Below is a list of remedies other Kansas cities provide.

Remedies in Other Kansas Cities

Manhattan: A civil penalty up to $500.

Roeland Park: Actual damages or a civil penalty in the amount of $500, whichever is greater

Prairie Village: Actual damages or a civil penalty up to $1,000, whichever is greater

Mission: Actual damages or a civil penalty in the amount of $1,000, whichever is greater

Lawrence: Section 10-108.15(A) of the Lawrence City Code provides:

> "(1) in employment complaints, the hiring, reinstatement and/or upgrading of employees, with or without back pay, with or without retroactive benefits, and the admission or restoration to membership in any respondent labor organizations . . . including a requirement for report of the matter in compliance.
>
> (2) in public accommodations complaints, the admission to and full and equal use and enjoyment of the goods, services, facilities, and accommodations . . . including a requirement for report of the manner of compliance; or
>
> (3) in housing complaints, the selling or renting or assigning of specified housing/real property and the lending of money for the acquisition, construction, rehabilitation, repair or maintenance of housing/real property, or the granting of loans or other financial assistance secured by housing/real property . . . including a requirement for report of the manner of compliance."

In addition, remedies for violating the city of Lawrence's provisions on unlawful housing/real property practices include actual damages, including damages caused by pain, suffering, and humiliation. The city of Lawrence also assesses civil penalties up to $10,000 for a first violation, up to $25,000 if it is a respondent's second violation in five years, and up to $50,000 if the respondent has committed two or more violations in a seven-year period. Such civil penalties are credited to the city of Lawrence's general fund.

CITY COUNCIL GOALS AND OBJECTIVES

1.0 Enhance Community Identity and Connections

FINANCIAL IMPACT

Amount of Request/Contract:	$0
Amount Budgeted:	$0
Funding Source/Account #:	001-1535-419-3325 – General Legal Services

SUPPORTING DOCUMENTS

Non-Discrimination Ordinance (clean copy), Non-Discrimination Ordinance (redline copy)

ACTION NEEDED/STAFF RECOMMENDATION

Staff recommends the city council approve this ordinance concerning discrimination in employment, housing, and public accommodations.

ORDINANCE NO. _____

AN ORDINANCE CONCERNING DISCRIMINATION IN EMPLOYMENT, HOUSING, AND PUBLIC ACCOMMODATIONS; AMENDING CHAPTER 35 OF THE CODE OF ORDINANCES OF THE CITY OF MERRIAM, KANSAS CONCERNING HUMAN RESOURCES AND SOCIAL SERVICES BY ADDING ARTICLE III – DISCRIMINATION IN EMPLOYMENT, HOUSING, AND PUBLIC ACCOMMODATIONS PROHIBITED AND SECTIONS 35-50, 35-51, 35-52, AND 35-53.

WHEREAS, The City of Merriam is a community that respects and actively seeks to welcome and protect all those who reside, visit, or do business in our community; and

WHEREAS, the governing body finds that providing protection against wrongful discrimination contributes to the creation of a diverse, welcoming community that promotes harmony and mutual respect, and otherwise promotes the health, safety, and welfare of the citizens of Merriam; and

WHEREAS, the governing body finds that discrimination based on age, race, religion, color, sex, sexual orientation, national origin or ancestry, gender identity, disability, military status, genetic information, marital status, or familial status is wrongful discrimination and inconsistent with the community's goals and values; and

WHEREAS, local, state, and federal laws provide protection against discrimination against certain classes of individuals in housing and state and federal laws provide protection against discrimination against certain classes of individuals in employment and public accommodations, and such laws provide a complaint and enforcement process for parties who allege discrimination in violation of local, state, or federal law; and

WHEREAS, in some instances, current state and federal employment, housing, and public accommodation laws have been interpreted to exclude protection against discrimination and retaliation on the basis of sexual orientation and gender identity, thereby precluding the use of the complaint and enforcement process outlined therein; and

WHEREAS, The City of Merriam desires to extend the law to prohibit discrimination and retaliation based upon sexual orientation and gender identity, giving these characteristics the same protection state and federal law already consistently provide with respect to age, race, religion, color, sex, national origin or ancestry, disability, military status, genetic information, marital status, and familial status, and to provide a complaint and enforcement process to effectuate such protection.

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

SECTION 1. That the Code of Ordinances, City of Merriam, Kansas, is hereby amended by adding Chapter 35, Article III to be named, "Discrimination in Employment, Housing, and Public Accommodations Prohibited."

SECTION 2. That the Code of Ordinances, City of Merriam, Kansas, is hereby amended by adding a section to be numbered 35-50, which the section reads as follows:

Sec. 35-50. – Definitions.

Except to the extent they are in conflict with the definitions below, the definitions contained within the Kansas Act Against Discrimination, K.S.A. 44-1001 et seq., the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 et seq., and the Discrimination Against Military Personnel Act, K.S.A. 44-1125 et seq., and amendments thereto, shall be applicable under this article. For purposes of this article, certain terms shall be interpreted or defined as follows unless the context clearly indicates otherwise.

(a) ***Days*** means calendar days. If a deadline falls on a day city hall is not open (*i.e.* a weekend, a holiday recognized by the city, emergency closure) the deadline will be extended to the day city hall is open.

(b) ***Employee*** means any individual employed by an employer, but does not include any individual employed by such individual's parents, spouse, or child or in the domestic service of any individual. Employee also does not include an independent contractor.

(c) ***Employer*** means any individual or entity (*i.e.* corporation, partnership, limited liability company, association, labor organization, mutual company, joint-stock company, trust, unincorporated organization) employing four or more employees, the city (including all departments, boards, agencies), and any city contractor. For purposes of this article, no religious organization or non-profit fraternal or social association/corporation shall be considered to be an employer.

(d) ***Gender identity*** means the actual or perceived gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics of an individual, regardless of the individual's designated sex at birth.

(e) ***Hearing officer*** means an individual appointed by the mayor, with the consent of the city council, who is charged with determining the validity of alleged violations of this article, and upon determining that a violation has occurred, assessing appropriate damages, penalties, and/or costs, as provided in this article.

(f) ***Investigator*** means an individual(s) appointed by the mayor, with the consent of the city council, who shall be charged with investigating alleged violations of this article.

(g) ***Nonprofit fraternal or social association/corporation*** means an association or corporation that meets all of the following requirements: (1) it is organized in good faith

for social or fraternal purposes; (2) membership entails the payment of bona fide initiation fees or regular dues; (3) there exists a regularly established means of self-government by the members; (4) there is a regularly established means of and criteria for admitting members and for expulsion of members by the existing membership or by their duly elected or appointed delegates; and (5) it is not operated, directly or indirectly for purposes of profit for any individual or groups of individuals other than the membership as a whole.

(h) ***Place of public accommodation*** shall include every establishment within the city that is open to the public and offers any product, service, or facility. The term "place of public accommodation" shall include, but not be limited to, all taverns, hotels, motels, apartment hotels, apartment houses with more than four tenant units, restaurants or any place where food or beverages are sold, retail and wholesale establishments, hospitals, theaters, motion picture houses, museums, bowling alleys, golf courses and all public conveyances, as well as the stations or terminals thereof. The term "place of public accommodation" shall not, however, include: (1) a religious organization; (2) any hotel, motel, restaurant or theater operated by a nonprofit fraternal or social association/corporation that restricts its facilities and services to the members of such association/corporation and their guests; or (3) any nonprofit fraternal or social association/corporation, or bona fide civic, political, or religious organization, when the profits of such association/corporation or organization, above reasonable and necessary expenses, are solely for its benefit or mission.

(i) ***Religious organization*** means a church, mosque, synagogue, temple, nondenominational ministry, interdenominational and ecumenical organization, mission organization, faith-based social agency, or other entity principally devoted to the study, practice, or advancement of religion.

(j) ***Rent*** means to lease, to sublease, to let, or otherwise to grant for a consideration the right to occupy a premises not owned by the occupant.

(k) ***Rental housing*** means any real property, consisting of more than four dwelling units, which is required to obtain a license or permit pursuant to the provisions of Chapter 14 of the Merriam Code.

(l) ***Respondent*** means the individual or entity against whom a complaint alleging discrimination or retaliation has been filed with the city.

(m) ***Sexual orientation*** means an individual's perceived or actual emotional, romantic, or sexual attraction to other people. It can be described as, but not limited to, heterosexual, homosexual, bisexual, or asexual.

SECTION 3. That the Code of Ordinances, City of Merriam, Kansas, is hereby amended by adding a section to be numbered 35-51, which the section reads as follows:

Sec. 35-51. – Declaration of Policy.

(a) The right of an otherwise qualified individual to be free from discrimination because of that individual's age, race, religion, color, sex, sexual orientation, national origin or ancestry, gender identity, disability, military status, genetic information, marital status, or

familial status is hereby recognized. This right shall include, but not be limited to, any of the following:

1. The right to pursue and hold employment and the benefits associated therewith without wrongful discrimination.
2. The right to the full enjoyment of any of the services, advantages, or privileges of any place of public accommodation without wrongful discrimination.
3. The right to engage in property transactions, including obtaining housing for rent or sale and credit therefor, without wrongful discrimination.
4. The right to exercise any right granted under this ordinance without retaliation.

(b) To protect these rights, it is hereby declared to be the purpose of this article to extend the law to prohibit discrimination and retaliation based upon sexual orientation and gender identity and to provide a local process for the acceptance, investigation, and resolution of complaints of discrimination and retaliation relating to sexual orientation and/or gender identity arising hereunder.

SECTION 4. That the Code of Ordinances, City of Merriam, Kansas, is hereby amended by adding a section to be numbered 35-52, which the section reads as follows:

Sec. 35-52. – Unlawful Practices.

(a) **Employment**. It shall be an unlawful discriminatory practice for an employer, because of the sexual orientation or gender identity of any individual to refuse to hire or employ such individual, to bar or discharge such individual from employment, or to otherwise discriminate against such person in compensation or in terms, conditions, or privileges of employment; to limit, segregate, separate, classify, or make any distinction in regards to employees; or to follow any employment procedure or practice which, in fact, results in discrimination, or segregation without a valid business necessity.

(b) **Housing**. It shall be an unlawful discriminatory practice for an individual or entity to discriminate against any individual in the terms, conditions, or privileges of sale or lease of real property or lease of rental housing, or in the provision of services or facilities in connection therewith, because of sexual orientation or gender identity or to discriminate against any individual in such individual's use or occupancy of rental housing because of the sexual orientation or gender identity with whom such individual associates.

(c) **Public Accommodation**. It shall be an unlawful discriminatory practice for the owner, operator, lessee, manager, agent, or employee of any place of public accommodation to refuse, deny, or make a distinction, directly or indirectly, in offering its goods, services, facilities, privileges, advantages, and accommodations to any individual because of sexual orientation or gender identity.

(d) Nothing in this article shall:

(1) prohibit an employer from requiring an employee, during the employee's hours at work, to adhere to reasonable dress or grooming standards not prohibited by other provisions of federal, state, or local law.

(2) prohibit a religious organization from limiting the sale, rental, or occupancy of real property which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons. Nor shall anything in this article prohibit a nonprofit fraternal or social association/corporation in fact not open to the public, which as an incident to its primary purpose or purposes provides lodgings that it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.

(3) be construed to prohibit an employer from requiring all of its employees, as a condition of employment, to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace. The fact that an employer requires an employee to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace shall not, in itself, be deemed a violation of this article. However, an employee may simultaneously file a complaint with the city as provided in this ordinance; completion of the employer's procedures is not a pre-requisite to filing a complaint with the city.

(4) be construed to require any entity subject to this article to make changes requiring a building permit to any existing facility, except as otherwise required by law.

(5) be construed to make it lawful to discriminate or retaliate against individuals on the basis of age, race, religion, color, sex, national origin or ancestry, disability, military status, genetic information, marital status, or familial status. Such discrimination and retaliation are not addressed in this article because federal and state law consistently address unlawful discriminatory and retaliatory practices related to those characteristics and provide a complaint, investigation, and enforcement process for such discrimination and retaliation.

SECTION 5. That the Code of Ordinances, City of Merriam, Kansas, is hereby amended by adding a section to be numbered 35-53, which the section reads as follows:

Sec. 35-53. – Enforcement.

(a) An aggrieved individual may file a written complaint with the city clerk that the individual has been, or is being, subject to an alleged unlawful discriminatory practice set forth in this article personally or through an attorney (or if a minor, through the minor's parent, legal guardian or attorney) by completing and signing the form provided by the city. The complaint form shall state the names and contact information of the aggrieved individual, the individual(s) and/or entity/entities alleged to have committed the unlawful discriminatory practice(s), a description of the alleged unlawful conduct and all other information as may be required by the form provided the city. The city will provide the complaint form without charge.

(b) The complaint form shall be submitted to the investigator and shall be considered complete if all information required by the city's form has been provided to the extent such requested information is reasonably available to the aggrieved individual.

(c) A completed complaint form must be filed within 60 days of the alleged unlawful discriminatory practice, unless the act complained of constitutes a continuing pattern or practice of discrimination, in which event it must be filed within 60 days of the last act of discrimination.

(d) Upon receipt of a completed complaint, the investigator shall notify the respondent(s) of the complaint, providing sufficient details related to the complaint so that the respondent(s) may respond. The investigator shall give the respondent(s) 30 days to file a written answer to the complaint and provide any documentation or evidence related to the complaint. The investigator may, at the request of the respondent(s), extend the answer period for an additional 30 days. If the respondent(s) charged with violating the provisions of this article is the city, the city will engage an independent investigator who shall not otherwise be an employee, agent, or contractor of the city and shall not have any association with the complainant or the respondent(s).

(e) Following the conclusion of the answer period, the investigator may initiate an investigation period, requesting that the complainant and/or respondent(s) provide additional information, documentation, or testimony as needed to facilitate the investigation of the complaint. This investigation period shall be completed within a reasonable period of time following the submission of additional information, documentation, or testimony.

(f) Upon the conclusion of the investigation period, the investigator will review all evidence received during the investigation and make a determination whether probable cause exists that the respondent(s) committed an unlawful discriminatory practice.

(g) If the investigator finds that probable cause does not exist, then the investigator shall notify the complainant and respondent(s) and no further action shall be taken by the city. The complainant may appeal the investigator's determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within 30 days of service of notice of the appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the city shall transmit to the court a certified copy of the investigator's written determination and a certified copy of all evidence received by the investigator during the investigation.

(h) If the investigator finds that probable cause exists that an unlawful discriminatory practice was committed by respondent(s), the investigator shall notify the complainant and respondent(s) and request conciliation and settlement. If a party refuses to participate in conciliation and settlement, or if a settlement agreement is not executed within 60 days of the date of the finding of probable cause, the matter shall be referred to the hearing officer for a hearing. The investigator may extend the time for signing a settlement agreement for good cause and with written notice to the parties. Any fees charged by the investigator for investigating alleged violations of this article shall be split equally between the parties, unless the investigator determines that the circumstances warrant assessing the costs in some other manner.

(i) Upon referral to the hearing officer, the hearing officer shall schedule a hearing on the complaint. The parties shall be given at least ten days' written notice via certified mail of the date, time, and place of the hearing. At such hearing, the parties and the investigator shall

be entitled to call witnesses and to present such other evidence as appropriate. The hearing shall be conducted in accordance with such procedures as may be established by the hearing officer, but the rules of evidence used in courts of law need not be strictly enforced. Following the conclusion of the hearing, the hearing officer may announce a determination or may take the matter under advisement for determination at a later date.

(j) Any determination of the hearing officer shall be in writing, shall be based upon the preponderance of the evidence, and shall set forth the essential elements of the determination. If the hearing officer finds that a violation of this article has occurred, the hearing officer may award to the complainant actual damages, or a civil penalty in the amount of ~~$500.00~~ $1000.00, whichever is greater, for each violation. Each party is to bear their own attorneys' fees, if any. The investigator's fees for participating in the hearing and the hearing officer's fees, if any, shall be assessed to the non-prevailing party unless the hearing officer determines that the circumstances warrant assessing the costs in some other manner.

(k) Any person aggrieved by a determination of the hearing officer under this section may appeal that determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within 30 days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the city shall transmit to the court a certified copy of the written determination of the hearing officer and a certified copy of all the evidence presented at the hearing. On appeal, the district court may enter such order or judgment as justice shall require, and may award court costs and reasonable attorney fees incurred to prosecute or defend the appeal to the prevailing party.

(l) The filing of a complaint for an alleged violation of this article shall in no way preclude any individual from seeking other relief under state or federal law.

SECTION 6. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance and the Governing Body hereby declares that it would have passed the remaining portions of this Ordinance if it would have known that such part or parts thereof would be declared invalid.

SECTION 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED by the City Council this ____day of _____, 2019.

APPROVED by the Mayor this ____ day of _____, 2019.

_____
Ken Sissom, Mayor

ATTEST:

_____
Juliana Pinnick, City Clerk

APPROVED BY:

_____
Nicole Proulx Aiken, City Attorney

ORDINANCE NO. _____

AN ORDINANCE CONCERNING DISCRIMINATION IN EMPLOYMENT, HOUSING, AND PUBLIC ACCOMMODATIONS; AMENDING CHAPTER 35 OF THE CODE OF ORDINANCES OF THE CITY OF MERRIAM, KANSAS CONCERNING HUMAN RESOURCES AND SOCIAL SERVICES BY ADDING ARTICLE III – DISCRIMINATION IN EMPLOYMENT, HOUSING, AND PUBLIC ACCOMMODATIONS PROHIBITED AND SECTIONS 35-50, 35-51, 35-52, AND 35-53.

WHEREAS, The City of Merriam is a community that respects and actively seeks to welcome and protect all those who reside, visit, or do business in our community; and

WHEREAS, the governing body finds that providing protection against wrongful discrimination contributes to the creation of a diverse, welcoming community that promotes harmony and mutual respect, and otherwise promotes the health, safety, and welfare of the citizens of Merriam; and

WHEREAS, the governing body finds that discrimination based on age, race, religion, color, sex, sexual orientation, national origin or ancestry, gender identity, disability, military status, genetic information, marital status, or familial status is wrongful discrimination and inconsistent with the community's goals and values; and

WHEREAS, local, state, and federal laws provide protection against discrimination against certain classes of individuals in housing and state and federal laws provide protection against discrimination against certain classes of individuals in employment and public accommodations, and such laws provide a complaint and enforcement process for parties who allege discrimination in violation of local, state, or federal law; and

WHEREAS, in some instances, current state and federal employment, housing, and public accommodation laws have been interpreted to exclude protection against discrimination and retaliation on the basis of sexual orientation and gender identity, thereby precluding the use of the complaint and enforcement process outlined therein; and

WHEREAS, The City of Merriam desires to extend the law to prohibit discrimination and retaliation based upon sexual orientation and gender identity, giving these characteristics the same protection state and federal law already consistently provide with respect to age, race, religion, color, sex, national origin or ancestry, disability, military status, genetic information, marital status, and familial status, and to provide a complaint and enforcement process to effectuate such protection.

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

SECTION 1. That the Code of Ordinances, City of Merriam, Kansas, is hereby amended by adding Chapter 35, Article III to be named, "Discrimination in Employment, Housing, and Public Accommodations Prohibited."

SECTION 2. That the Code of Ordinances, City of Merriam, Kansas, is hereby amended by adding a section to be numbered 35-50, which the section reads as follows:

Sec. 35-50. – Definitions.

Except to the extent they are in conflict with the definitions below, the definitions contained within the Kansas Act Against Discrimination, K.S.A. 44-1001 et seq., the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 et seq., and the Discrimination Against Military Personnel Act, K.S.A. 44-1125 et seq., and amendments thereto, shall be applicable under this article. For purposes of this article, certain terms shall be interpreted or defined as follows unless the context clearly indicates otherwise.

(a) ***Days*** means calendar days. If a deadline falls on a day city hall is not open (*i.e.* a weekend, a holiday recognized by the city, emergency closure) the deadline will be extended to the day city hall is open.

(b) ***Employee*** means any individual employed by an employer, but does not include any individual employed by such individual's parents, spouse, or child or in the domestic service of any individual. Employee also does not include an independent contractor.

(c) ***Employer*** means any individual or entity (*i.e.* corporation, partnership, limited liability company, association, labor organization, mutual company, joint-stock company, trust, unincorporated organization) employing four or more employees, the city (including all departments, boards, agencies), and any city contractor. For purposes of this article, no religious organization or non-profit fraternal or social association/corporation shall be considered to be an employer.

(d) ***Gender identity*** means the actual or perceived gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics of an individual, regardless of the individual's designated sex at birth.

(e) ***Hearing officer*** means an individual appointed by the mayor, with the consent of the city council, who is charged with determining the validity of alleged violations of this article, and upon determining that a violation has occurred, assessing appropriate damages, penalties, and/or costs, as provided in this article.

(f) ***Investigator*** means an individual(s) appointed by the mayor, with the consent of the city council, who shall be charged with investigating alleged violations of this article.

(g) ***Nonprofit fraternal or social association/corporation*** means an association or corporation that meets all of the following requirements: (1) it is organized in good faith

for social or fraternal purposes; (2) membership entails the payment of bona fide initiation fees or regular dues; (3) there exists a regularly established means of self-government by the members; (4) there is a regularly established means of and criteria for admitting members and for expulsion of members by the existing membership or by their duly elected or appointed delegates; and (5) it is not operated, directly or indirectly for purposes of profit for any individual or groups of individuals other than the membership as a whole.

(h) ***Place of public accommodation*** shall include every establishment within the city that is open to the public and offers any product, service, or facility. The term "place of public accommodation" shall include, but not be limited to, all taverns, hotels, motels, apartment hotels, apartment houses with more than four tenant units, restaurants or any place where food or beverages are sold, retail and wholesale establishments, hospitals, theaters, motion picture houses, museums, bowling alleys, golf courses and all public conveyances, as well as the stations or terminals thereof. The term "place of public accommodation" shall not, however, include: (1) a religious organization; (2) any hotel, motel, restaurant or theater operated by a nonprofit fraternal or social association/corporation that restricts its facilities and services to the members of such association/corporation and their guests; or (3) any nonprofit fraternal or social association/corporation, or bona fide civic, political, or religious organization, when the profits of such association/corporation or organization, above reasonable and necessary expenses, are solely for its benefit or mission.

(i) ***Religious organization*** means a church, mosque, synagogue, temple, nondenominational ministry, interdenominational and ecumenical organization, mission organization, faith-based social agency, or other entity principally devoted to the study, practice, or advancement of religion.

(j) ***Rent*** means to lease, to sublease, to let, or otherwise to grant for a consideration the right to occupy a premises not owned by the occupant.

(k) ***Rental housing*** means any real property, consisting of more than four dwelling units, which is required to obtain a license or permit pursuant to the provisions of Chapter 14 of the Merriam Code.

(l) ***Respondent*** means the individual or entity against whom a complaint alleging discrimination or retaliation has been filed with the city.

(m) ***Sexual orientation*** means an individual's perceived or actual emotional, romantic, or sexual attraction to other people. It can be described as, but not limited to, heterosexual, homosexual, bisexual, or asexual.

SECTION 3. That the Code of Ordinances, City of Merriam, Kansas, is hereby amended by adding a section to be numbered 35-51, which the section reads as follows:

Sec. 35-51. – Declaration of Policy.

(a) The right of an otherwise qualified individual to be free from discrimination because of that individual's age, race, religion, color, sex, sexual orientation, national origin or ancestry, gender identity, disability, military status, genetic information, marital status, or

familial status is hereby recognized. This right shall include, but not be limited to, any of the following:

1. The right to pursue and hold employment and the benefits associated therewith without wrongful discrimination.
2. The right to the full enjoyment of any of the services, advantages, or privileges of any place of public accommodation without wrongful discrimination.
3. The right to engage in property transactions, including obtaining housing for rent or sale and credit therefor, without wrongful discrimination.
4. The right to exercise any right granted under this ordinance without retaliation.

(b) To protect these rights, it is hereby declared to be the purpose of this article to extend the law to prohibit discrimination and retaliation based upon sexual orientation and gender identity and to provide a local process for the acceptance, investigation, and resolution of complaints of discrimination and retaliation relating to sexual orientation and/or gender identity arising hereunder.

SECTION 4. That the Code of Ordinances, City of Merriam, Kansas, is hereby amended by adding a section to be numbered 35-52, which the section reads as follows:

Sec. 35-52. – Unlawful Practices.

(a) **Employment**. It shall be an unlawful discriminatory practice for an employer, because of the sexual orientation or gender identity of any individual to refuse to hire or employ such individual, to bar or discharge such individual from employment, or to otherwise discriminate against such person in compensation or in terms, conditions, or privileges of employment; to limit, segregate, separate, classify, or make any distinction in regards to employees; or to follow any employment procedure or practice which, in fact, results in discrimination, or segregation without a valid business necessity.

(b) **Housing**. It shall be an unlawful discriminatory practice for an individual or entity to discriminate against any individual in the terms, conditions, or privileges of sale or lease of real property or lease of rental housing, or in the provision of services or facilities in connection therewith, because of sexual orientation or gender identity or to discriminate against any individual in such individual's use or occupancy of rental housing because of the sexual orientation or gender identity with whom such individual associates.

(c) **Public Accommodation**. It shall be an unlawful discriminatory practice for the owner, operator, lessee, manager, agent, or employee of any place of public accommodation to refuse, deny, or make a distinction, directly or indirectly, in offering its goods, services, facilities, privileges, advantages, and accommodations to any individual because of sexual orientation or gender identity.

(d) Nothing in this article shall:

(1) prohibit an employer from requiring an employee, during the employee's hours at work, to adhere to reasonable dress or grooming standards not prohibited by other provisions of federal, state, or local law.

(2) prohibit a religious organization from limiting the sale, rental, or occupancy of real property which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons. Nor shall anything in this article prohibit a nonprofit fraternal or social association/corporation in fact not open to the public, which as an incident to its primary purpose or purposes provides lodgings that it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.

(3) be construed to prohibit an employer from requiring all of its employees, as a condition of employment, to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace. The fact that an employer requires an employee to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace shall not, in itself, be deemed a violation of this article. However, an employee may simultaneously file a complaint with the city as provided in this ordinance; completion of the employer's procedures is not a pre-requisite to filing a complaint with the city.

(4) be construed to require any entity subject to this article to make changes requiring a building permit to any existing facility, except as otherwise required by law.

(5) be construed to make it lawful to discriminate or retaliate against individuals on the basis of age, race, religion, color, sex, national origin or ancestry, disability, military status, genetic information, marital status, or familial status. Such discrimination and retaliation are not addressed in this article because federal and state law consistently address unlawful discriminatory and retaliatory practices related to those characteristics and provide a complaint, investigation, and enforcement process for such discrimination and retaliation.

SECTION 5. That the Code of Ordinances, City of Merriam, Kansas, is hereby amended by adding a section to be numbered 35-53, which the section reads as follows:

Sec. 35-53. – Enforcement.

(a) An aggrieved individual may file a written complaint with the city clerk that the individual has been, or is being, subject to an alleged unlawful discriminatory practice set forth in this article personally or through an attorney (or if a minor, through the minor's parent, legal guardian or attorney) by completing and signing the form provided by the city. The complaint form shall state the names and contact information of the aggrieved individual, the individual(s) and/or entity/entities alleged to have committed the unlawful discriminatory practice(s), a description of the alleged unlawful conduct and all other information as may be required by the form provided the city. The city will provide the complaint form without charge.

(b) The complaint form shall be submitted to the investigator and shall be considered complete if all information required by the city's form has been provided to the extent such requested information is reasonably available to the aggrieved individual.

(c) A completed complaint form must be filed within 60 days of the alleged unlawful discriminatory practice, unless the act complained of constitutes a continuing pattern or practice of discrimination, in which event it must be filed within 60 days of the last act of discrimination.

(d) Upon receipt of a completed complaint, the investigator shall notify the respondent(s) of the complaint, providing sufficient details related to the complaint so that the respondent(s) may respond. The investigator shall give the respondent(s) 30 days to file a written answer to the complaint and provide any documentation or evidence related to the complaint. The investigator may, at the request of the respondent(s), extend the answer period for an additional 30 days. If the respondent(s) charged with violating the provisions of this article is the city, the city will engage an independent investigator who shall not otherwise be an employee, agent, or contractor of the city and shall not have any association with the complainant or the respondent(s).

(e) Following the conclusion of the answer period, the investigator may initiate an investigation period, requesting that the complainant and/or respondent(s) provide additional information, documentation, or testimony as needed to facilitate the investigation of the complaint. This investigation period shall be completed within a reasonable period of time following the submission of additional information, documentation, or testimony.

(f) Upon the conclusion of the investigation period, the investigator will review all evidence received during the investigation and make a determination whether probable cause exists that the respondent(s) committed an unlawful discriminatory practice.

(g) If the investigator finds that probable cause does not exist, then the investigator shall notify the complainant and respondent(s) and no further action shall be taken by the city. The complainant may appeal the investigator's determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within 30 days of service of notice of the appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the city shall transmit to the court a certified copy of the investigator's written determination and a certified copy of all evidence received by the investigator during the investigation.

(h) If the investigator finds that probable cause exists that an unlawful discriminatory practice was committed by respondent(s), the investigator shall notify the complainant and respondent(s) and request conciliation and settlement. If a party refuses to participate in conciliation and settlement, or if a settlement agreement is not executed within 60 days of the date of the finding of probable cause, the matter shall be referred to the hearing officer for a hearing. The investigator may extend the time for signing a settlement agreement for good cause and with written notice to the parties. Any fees charged by the investigator for investigating alleged violations of this article shall be split equally between the parties, unless the investigator determines that the circumstances warrant assessing the costs in some other manner.

(i) Upon referral to the hearing officer, the hearing officer shall schedule a hearing on the complaint. The parties shall be given at least ten days' written notice via certified mail of the date, time, and place of the hearing. At such hearing, the parties and the investigator shall

be entitled to call witnesses and to present such other evidence as appropriate. The hearing shall be conducted in accordance with such procedures as may be established by the hearing officer, but the rules of evidence used in courts of law need not be strictly enforced. Following the conclusion of the hearing, the hearing officer may announce a determination or may take the matter under advisement for determination at a later date.

(j) Any determination of the hearing officer shall be in writing, shall be based upon the preponderance of the evidence, and shall set forth the essential elements of the determination. If the hearing officer finds that a violation of this article has occurred, the hearing officer may award to the complainant actual damages, or a civil penalty in the amount of $1,000.00, whichever is greater, for each violation. Each party is to bear their own attorneys' fees, if any. The investigator's fees for participating in the hearing and the hearing officer's fees, if any, shall be assessed to the non-prevailing party unless the hearing officer determines that the circumstances warrant assessing the costs in some other manner.

(k) Any person aggrieved by a determination of the hearing officer under this section may appeal that determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within 30 days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the city shall transmit to the court a certified copy of the written determination of the hearing officer and a certified copy of all the evidence presented at the hearing. On appeal, the district court may enter such order or judgment as justice shall require, and may award court costs and reasonable attorney fees incurred to prosecute or defend the appeal to the prevailing party.

(l) The filing of a complaint for an alleged violation of this article shall in no way preclude any individual from seeking other relief under state or federal law.

SECTION 6. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance and the Governing Body hereby declares that it would have passed the remaining portions of this Ordinance if it would have known that such part or parts thereof would be declared invalid.

SECTION 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED by the City Council this ____day of _____, 2019.

APPROVED by the Mayor this ____ day of _____, 2019.

_____
Ken Sissom, Mayor

ATTEST:

_____
Juliana Pinnick, City Clerk

APPROVED BY:

_____
Nicole Proulx Aiken, City Attorney

AGENDA ITEM INFORMATION FORM

AGENDA ITEM:	Consider approval of pool features at the New Community Center
SUBMITTED BY:	Meredith Hauck, Assistant City Administrator
MEETING DATE:	January 14, 2019

PROJECT BACKGROUND/DESCRIPTION:

On December 12, the Community Center Design Committee met to discuss options for fun features to include in the indoor and outdoor pools. The attached document shows the recommended selections for each areas. All of the features recommended fit the available design parameters (pump capacity, flow rates, etc.) and are within the available budget. The Aquatic Design Group (aquatic designer) and Westport Pools (pool contractor) will finalize the design (including final placement in the pool) after City Council approval.

CITY COUNCIL GOALS AND OBJECTIVES

1.2 – Design and construct a Uniquely-Merriam Community Center and Aquatic Center

FINANCIAL IMPACT

Amount of Request/Contract:	N/A
Amount Budgeted:	N/A
Funding Source/Account #:	N/A

SUPPORTING DOCUMENTS

- Pool Fun Feature Presentation

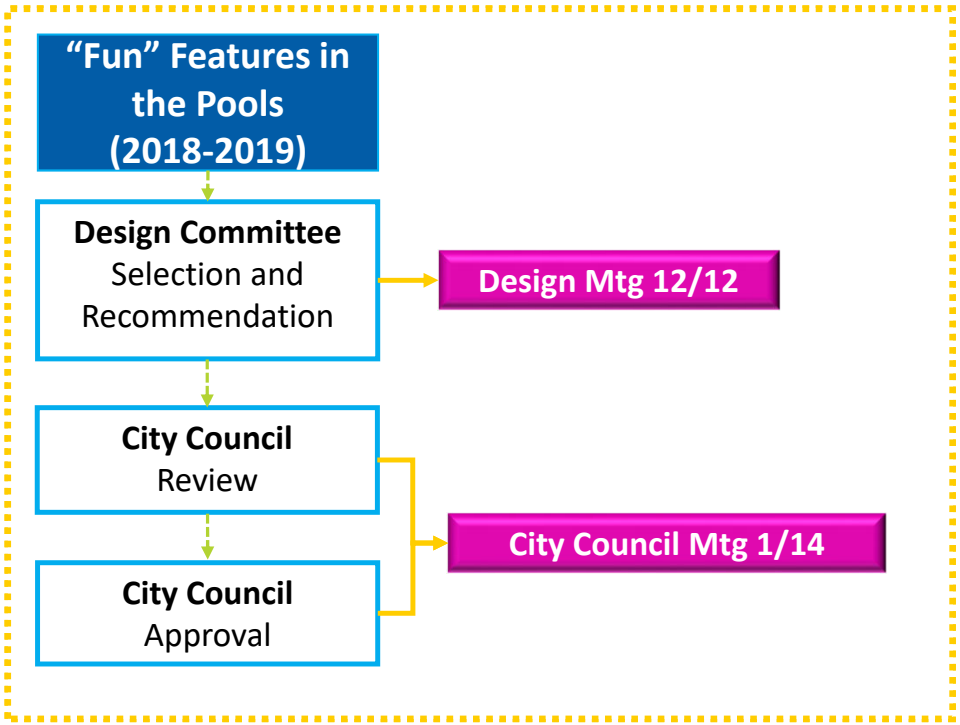
ACTION NEEDED/STAFF RECOMMENDATION

Staff recommends council concur with the recommendation of the Community Center Design Committee and approve this item.

Pool Fun Features

MERRIAM

Process Review

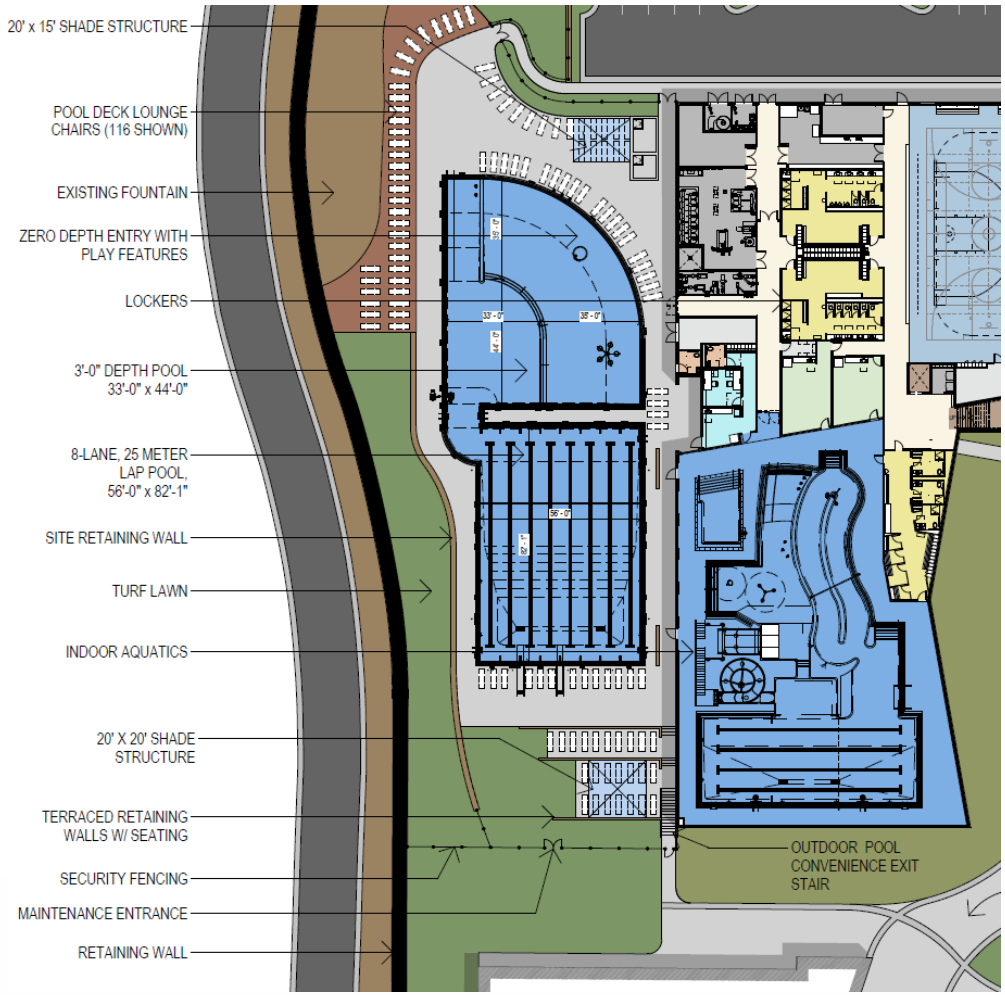


Design Committee Key Takeaways

- Have enough features but not too many – make sure there is space for people who don't want to get wet or splashed. Be particularly mindful about splashing when entering and leaving the pool
- Color/theme coordinate pieces once they are selected
- Make sure water flow to each piece can be controlled independently
- Consider adding a "sensory friendly" swim time where noise can be controlled

MERRIAM

Pool Layout



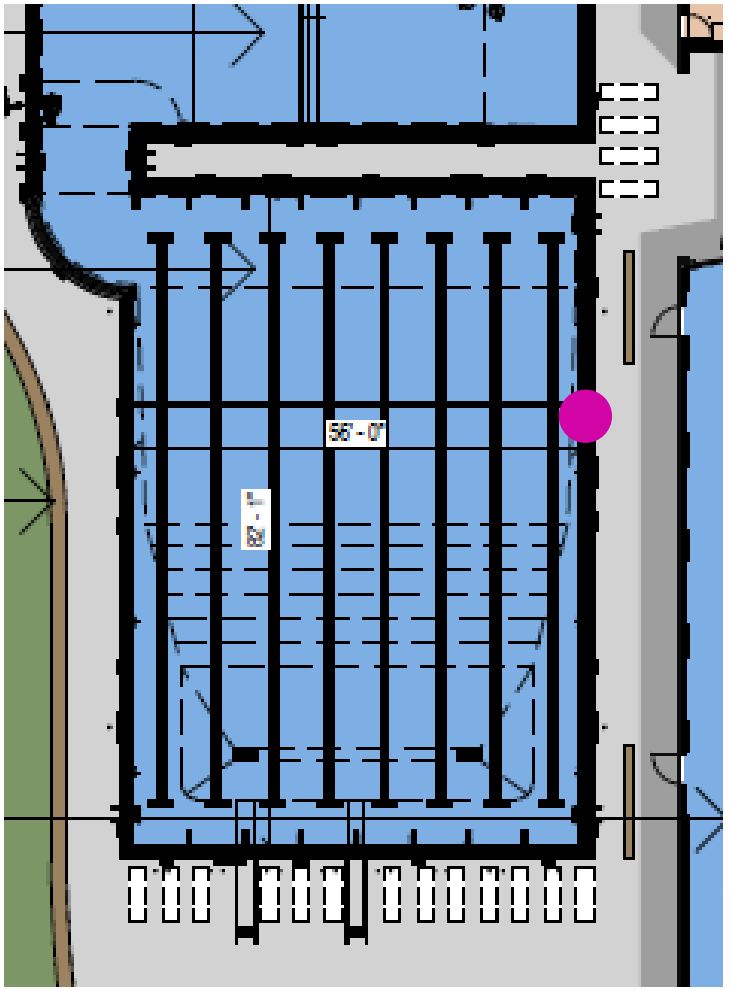
MERRIAM

Outdoor Pool – Deep End

MERRIAM

Aqua ZipN

Video



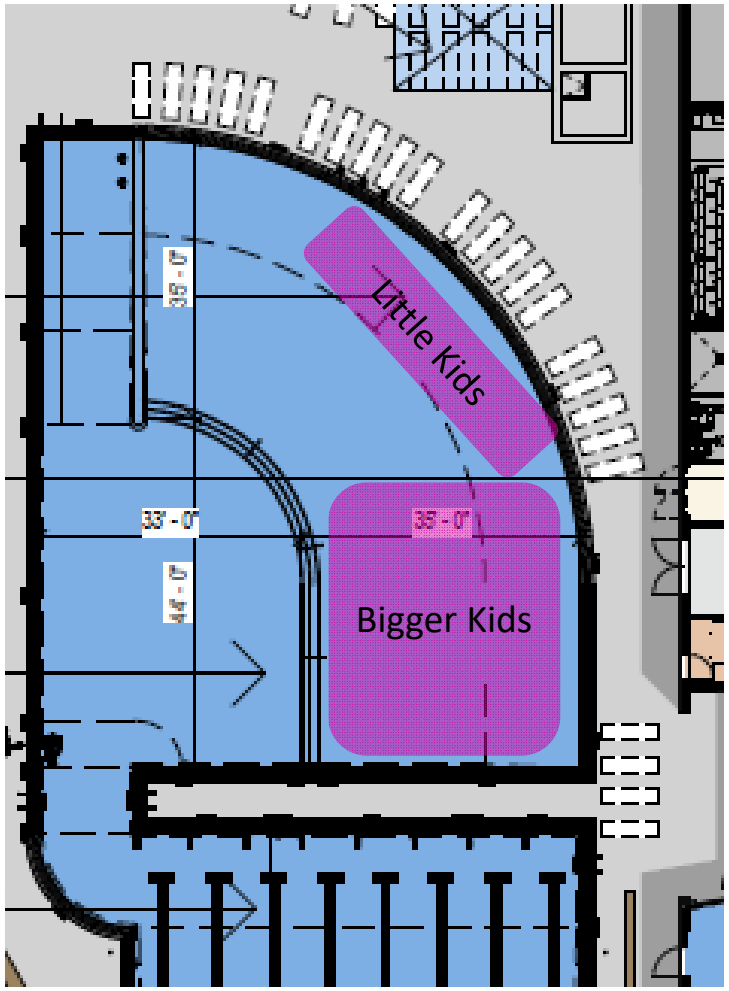
MERRIAM

Outdoor Pool – Play Area

MERRIAM

Zones Considered

- Little Kids
- Big Kids
- Adults who are ok with getting wet
- Adults who don't want to get wet or splashed



MERRIAM

Outdoor Pool – Play Area

Spill Mix

Daisy Raindrop or Aneth Bloom (one outdoor and one indoor)

MERRIAM

Outdoor Pool – Play Area

Mushroom Maze

Pop Drop Grouping

Water Weave

MERRIAM

Outdoor Pool – Play Area

Surf and Sand Stones

MERRIAM

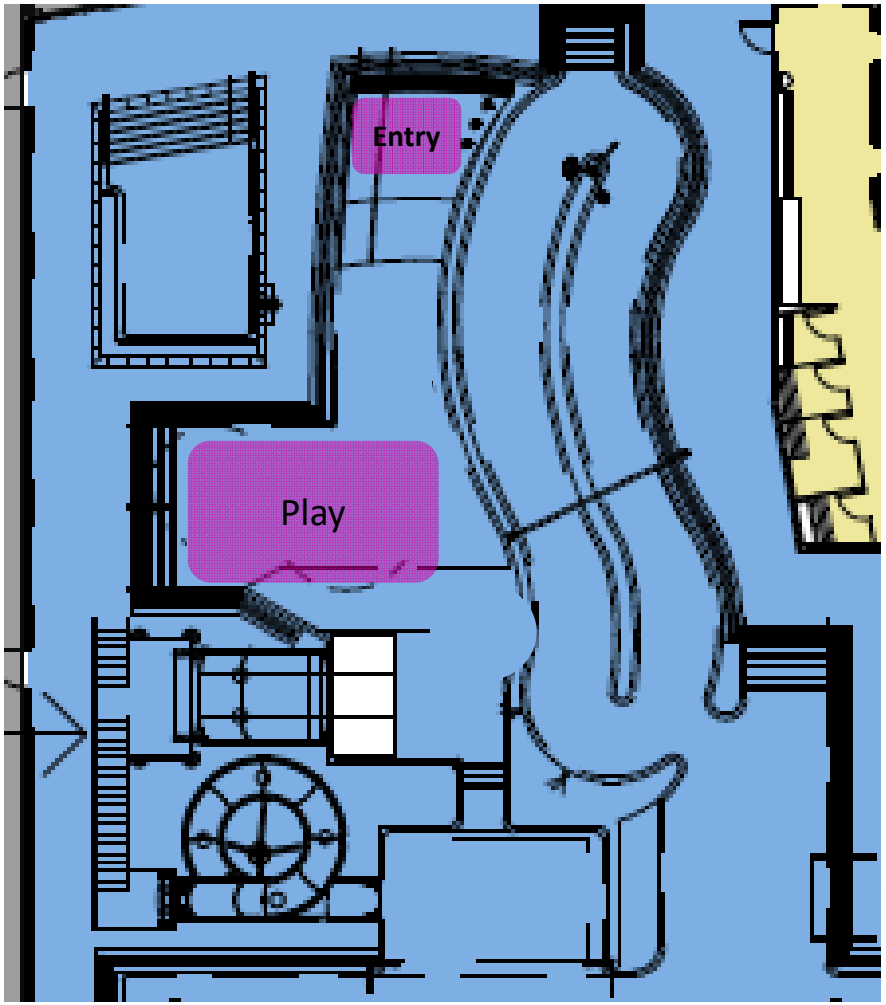
Indoor Pool Entry and Play Area

MERRIAM

Zones to Consider

- Little Kids
- Big Kids
- Adults who are ok with getting wet
- Adults who don't want to get wet or splashed

PLUS: What coordinates well with what we like outside?



MERRIAM

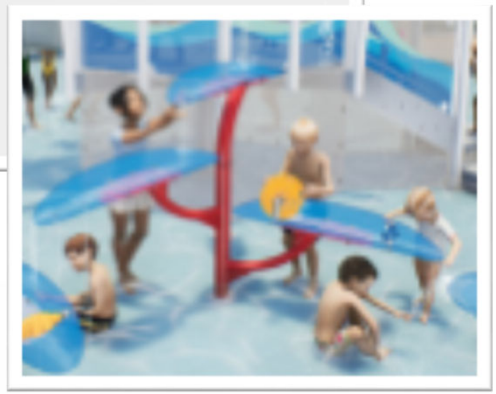
Indoor Pool – Entry

Spray Animals Series

Aqua Arch Grouping

MERRIAM

Indoor Pool – Play Area



Waterfall 3

Daisy Raindrop or Aneth Bloom (one outdoor and one indoor)

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Indoor Pool Lazy River

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Depth Charge

Push the button on the deck

Create a “bump” of bubbles in the water

MERRIAM

Shimmer Sheet

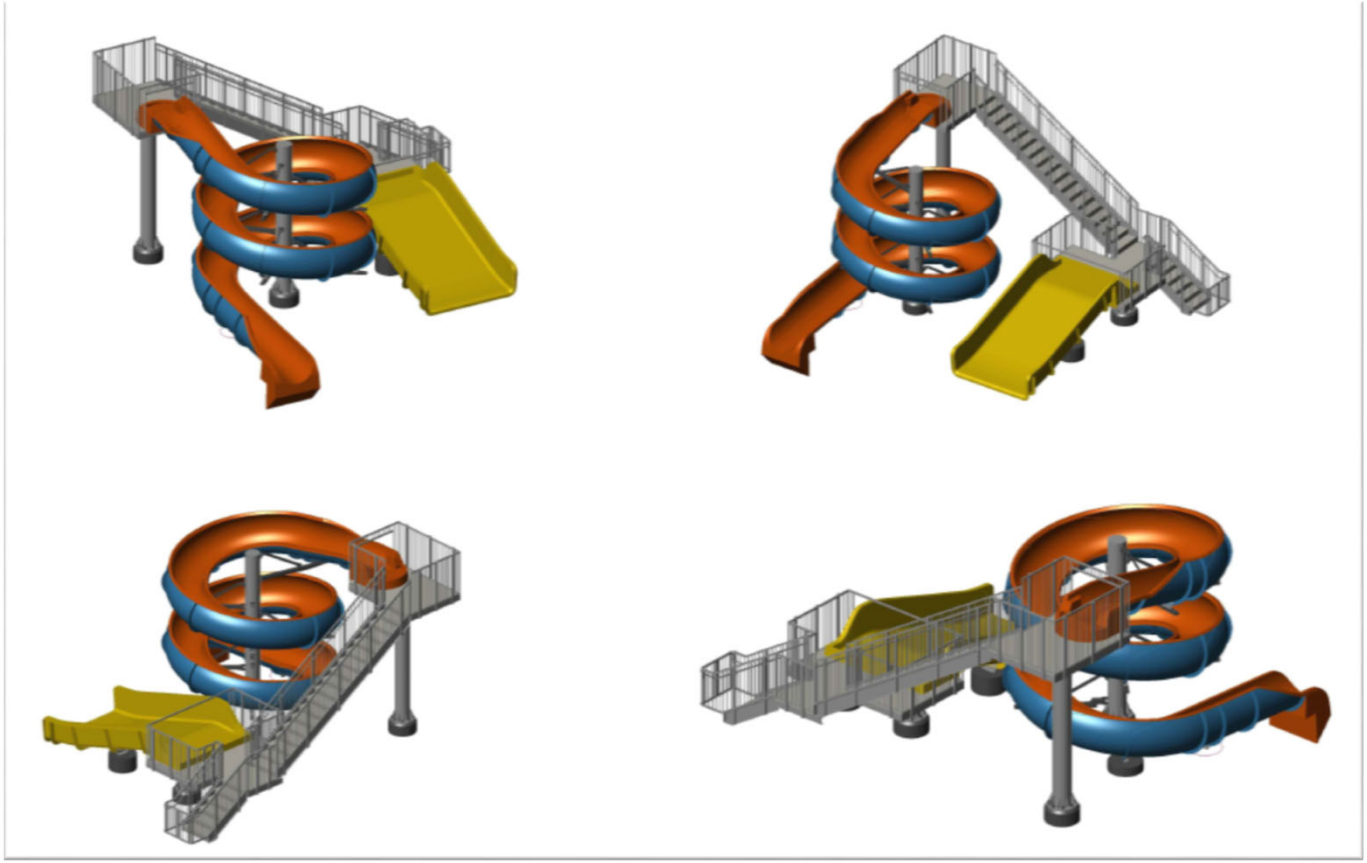
Placed over half of the channel

MERRIAM

Indoor Pool Slide

MERRIAM

Indoor Pool - Slide



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: 2019 Legislative Priorities

SUBMITTED BY: Holland Schellhase, Management Intern

MEETING DATE: January 14, 2019

PROJECT BACKGROUND/DESCRIPTION:

Each year, the City Council adopts a legislative agenda that establishes its legislative priorities. The Board of County Commissioners also annually approves a legislative agenda geared toward the common interests of all Johnson County cities. The joint agenda is the result of meetings with local managers to identify the common interests we should collectively assert in Topeka.

The 2019 Draft Agenda incorporates the following substantive changes from the 2018 Agenda:

- **Non-Partisan Elections – Removed from Agenda.** There is not likely to be sufficient support in the legislature to make elections partisan.
- **Local Control of Right Away – Removed from Agenda**. It is not clear there will be right of way action in 2019, and we do not anticipate it will be a priority issue this session.
- **Internet Sales Tax – Added to Agenda.** An internet sales tax will provide a new opportunity to generate more revenue for cities, counties, and the State. Because consumers' online purchases would be taxed, the internet sales tax could encourage buyers to purchase goods from local businesses.
- **Alternative Property Valuation – Added to Agenda.** If there is legislation allowing alternative property valuation (aka dark store theory valuation), it will negatively impacting schools and increase home owners' property taxes.
- **Repeal of Property Tax Lid – Changed to Adoption of Previous Exemptions to the Property Tax Lid.** Exemptions to the property tax lid is more politically feasible than repealing the property tax lid. Exemptions would include employee benefit costs, KPERS costs, Public Building Commission debt, infrastructure, intellectual and developmental disabilities services, and mental health services.

Merriam Lobbyist Stuart Little has reviewed the proposed 2019 agenda, and he will be at the January 28th City Council meeting. Staff recommends approving the 2019 Legislative Agenda prior to meeting with state representatives on January 23rd.

CITY COUNCIL GOALS AND OBJECTIVES

SUPPORTING DOCUMENTS

- City of Merriam 2019 Legislative Agenda
- City of Merriam 2018 Legislative Agenda

ACTION NEEDED/STAFF RECOMMENDATION

Staff recommends approval of the 2019 Legislative Agenda as presented.

CITY OF MERRIAM 2018 LEGISLATIVE AGENDA

State and local government are partners providing numerous governmental services that are funded and made available to citizens. Local units of government are closest to the citizens and therefore, are extremely well-positioned to represent the interests of citizens in the communities in which they live. The partnership depends upon stable funding, efficient use of citizens' resources, and responsiveness at the city and county level. We support the preservation of local authority, maintenance of local control of local revenue and spending, and oppose the devolution of State duties to local units of government without planning, time and resources. The City of Merriam advocates on the following issues in the interests of our elected representatives and on behalf of the citizens who live in our city.

Approved by the Merriam City Council on: December 11, 2017

SALES TAX COLLECTION ON AUTOMOBILES

We support current laws that govern the collection point and structure for sales taxes collected on automobile sales.

NON-PARTISAN ELECTIONS

We are opposed to any legislation that would require local elections to be conducted with partisan identification, or vacancies in non-partisan elected positions to be filled through partisan means.

REPEAL OF THE PROPERTY TAX LID

We strongly oppose any state-imposed limits on the taxing and spending authority of cities and counties and urge the repeal of the property tax lid legislation passed during the 2015 Session and revised in the 2016 Session. We believe those elected to manage the affairs of cities and counties can be most responsive to the local taxpayers and make budget and tax decisions that are most reflective of the community's needs and financial interests. We note that these same taxing and spending limits on cities and counties were not placed on state government. State government should abide by the same taxing and spending decisions as they impose upon cities and counties.

Absent repeal, the state-imposed tax lid on local governments should be modified to require a public vote based on a protest petition provision. Additionally, the Legislature should review and consider including appropriate exemptions that existed largely under the prior tax lid but were not included in the current law such as employee benefit costs, Kansas Public Employee Retirement System (KPERS), as well as costs for intellectual and developmental disabilities, and mental health services among other items.

K-12 EDUCATION FINANCING

We are supportive of the Kansas Legislature adequately and equitably funding primary and secondary education to a level that places Kansas among the leading states in support of a "world class" education. We support Johnson County schools in their efforts to fund a school finance formula that supports local components and treats local property taxes contributions fairly for local property taxpayers and schools.

TAX POLICY

We support stable revenue sources and urge the Kansas Legislature to avoid applying any further exemptions to the ad valorem property tax base, including exceptions for specific business entities or the state/local sales tax base, as well as industry-specific special tax treatment through exemptions or property classification. The local tax burden has shifted too far to residential property taxes due to state policy changes. We do not support changes in State taxation policy that would narrow the tax base or significantly reduce available funding for key programs. These changes would place Kansas at a further competitive disadvantage with state of Missouri. We do not support a sales tax on professional services.

COMPREHENSIVE TRANSPORTATION PLAN

To ensure the critical well-being of Kansas infrastructure, we urge the Kansas Legislature to follow through on the commitments in the Comprehensive Transportation Plan, also known as T-WORKS. The current funding level is far from adequate to address ongoing statewide infrastructure funding needs in areas of preservation, maintenance, and safety; therefore, it is critical for our state highway funds to be used for the purpose they are collected. Funds should be allocated strategically to ensure there is an identifiable long-term return on investment for the entire state. Additionally, because investment in growth areas is vital to creating a sustainable revenue stream that will address statewide infrastructure needs, we encourage the state to invest in public transportation that specifically demonstrates regional coordination in both rural and urban areas, and to support innovative platforms like ridesharing to increase access to employment and educational opportunities, as well as ease congestion and delay the need for costly road expansion.

STATUTORY PASS-THROUGH FUNDING

We call for the preservation of local government revenues which pass through the State of Kansas' treasury. These funds come from a longstanding partnership between local governments and the State and are generated via economic activity at the local level. Both alcoholic liquor tax funds and the local portion of motor fuels taxes should not be withheld from local governments and siphoned into the State General Fund. The States' use of these local funding sources may benefit the State, but it will increase the local property tax burden to replace the lost revenue or reduce services. Local governments in recent years have had to cope with the Kansas Legislature not funding Local Ad Valorem Tax Reduction (LAVTRF), County City Revenue Sharing (CCRS) demand transfers, and the machinery and equipment property tax "slider" and should not be forced to further aid in balancing the State's budget. Since 1997, more than $2.2 billion in formula demand transfers from the State to local governments have not been made. LAVTR dates back to the 1930s with the existing statutory framework being established in 1965. LAVTR represents the local share of certain cigarette revenue, stamp taxes and cereal malt beverages taxes that the state removed in exchange for the commitment to fund the LAVTR. CCRS was established in 1978 as part of an agreement between the state and local governments regarding a number of different taxes related to cigarette and liquor enforcement.

KPERS FUNDING

We support achieving a fully-funded public employee's retirement system within a reasonable period of time. The Kansas Government should fully fund its portion of the employer contributions at the Actuarial Required Contribution (ARC) levels and at the required times. We support the state making its 2016 and 2017 re-payment with interest as soon as possible. The Fiscal Year (FY) 2019 payment is scheduled to be delayed until 2020 and should be made in 2019. The system should accumulate sufficient assets during members' working lifetimes to pay all promised benefits when members retire. The actuarial levels of the local government assets need to be protected from the state shortfall. Additionally, we support current provisions as they relate to accumulated leave and other human resources policies to determine a retiree's benefit. Possible policy changes could have a negative impact on local government employee recruitment and retention, particularly in competitive employment markets.

STATEWIDE EXPANSION OF MEDICAID

We support Medicaid expansion through KanCare in Kansas. Providing Medicaid is the responsibility of the state and federal government. The decision to limit Medicaid expansion has an impact on the citizens of Merriam. Absent the state's participation in Medicaid expansion, city taxpayers are required to pay for these services that would otherwise be covered by Medicaid. Through local tax revenue, Johnson County provides approximately $6.4 million in charitable care for mental health services and over $2.2 million in uncompensated care for emergency medical care through Medical Action (Med-Act) (approximately 1 mill) that could be significantly reduced by Medicaid expansion.

LOCAL CONTROL OF RIGHT OF WAY

2016 Legislation granting the automatic placement of cell towers in city and county owned right of way, should be repealed. Regulation of the placement of cell towers should be subject to reasonable local zoning processes which review important community values such as safety and neighborhood concerns.

MERRIAM
just right

CITY OF MERRIAM 2019 LEGISLATIVE AGENDA Revised

State and local government are partners providing numerous governmental services that are funded and made available to citizens. Local units of government are closest to the citizens and therefore, are extremely well-positioned to represent the interests of citizens in the communities in which they live. The partnership depends upon stable funding, efficient use of citizens' resources, and responsiveness at the city and county level. We support the preservation of local authority, maintenance of local control of local revenue and spending, and oppose the devolution of State duties to local units of government without planning, time and resources. The City of Merriam advocates on the following issues in the interests of our elected representatives and on behalf of the citizens who live in our city.

SALES TAX COLLECTION ON AUTOMOBILES

We support current laws that govern the collection point and structure for sales taxes collected on automobile sales.

PREVENTION OF ALTERNATIVE PROPERTY VALUATION

We support legislation that prevents the application of alternative property valuation method for commercial properties. This method argues that all property tax values should be calculated as if their stores were vacant or "dark". Application would dramatically slash property tax collections from commercial properties, negatively impact schools and increase home owners' property taxes.

K-12 EDUCATION FINANCING

We are supportive of the Kansas Legislature adequately and equitably funding primary and secondary education to a level that places Kansas among the leading states in support of a "world class" education.

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TAX POLICY

We support stable revenue sources and urge the Kansas Legislature to avoid applying any further exemptions to the ad valorem property tax base, including exceptions for specific business entities or the state/local sales tax base, as well as industry-specific special tax treatment through exemptions or property classification. The local tax burden has shifted too far to residential property taxes due to state policy changes. We do not support changes in State taxation policy that would narrow the tax base or significantly reduce available funding for key programs. These changes would place Kansas at a further competitive disadvantage with state of Missouri. We do not support a sales tax on professional services.

INTERNET SALES TAX

We support the collection of internet sales tax using the current methodology to distribute revenue. In *Wayfair Inc. vs. South Dakota* (2018), the Supreme Court ruled that governments should be able to tax entities regardless of whether or not they have physical presence in the state. By taxing internet sales, this will help state governments collect more sales tax revenue, and more people will be inclined to support their local businesses.

KPERS FUNDING

We support achieving a fully-funded public employee's retirement system within a reasonable period of time. The Kansas Government should fully fund its portion of the employer contributions at the Actuarial Required Contribution (ARC) levels and at the required times. The system should accumulate sufficient assets during members' working lifetimes to pay all promised benefits when members retire. The actuarial levels of the local government assets need to be protected from the state shortfall. Additionally, we support current provisions as they relate to accumulated leave and other human resources policies to determine a retiree's benefit. Possible policy changes could have a negative impact on local government employee recruitment and retention, particularly in competitive employment markets.

COMPREHENSIVE TRANSPORTATION PLAN

To ensure the critical well-being of Kansas infrastructure, we urge the Kansas Legislature to follow through on the recommendations of the Transportation Vision Task Force on issues such as specific and protected revenue sources, funding for highway and bridges, and maintenance and safety goals. The current funding level is far from adequate to address ongoing statewide infrastructure funding needs in areas of preservation, maintenance, and safety; therefore, it is critical for our state highway funds to be used for the purpose they are collected rather than diverted to fund general state operations in prior years. Funds should be allocated strategically to ensure there is an identifiable long-term return on investment for the entire state. Additionally, because investment in growth areas is vital to creating a sustainable revenue stream that will address statewide infrastructure needs, we encourage the state to invest in public transportation that specifically demonstrates regional coordination in both rural and urban areas, and to support innovative platforms like ridesharing to increase access to employment and educational opportunities, as well as ease congestion and delay the need for costly road expansion.

ADOPTION OF PREVIOUS EXEMPTIONS TO THE PROPERTY TAX LID

The Legislature should review and consider including appropriate exemptions that existed largely under the prior tax lid but were not included in the current law such as: employee benefit costs, Kansas Public Employees Retirement System (KPERS) costs, Public Building Commission debt, infrastructure, as well as costs for intellectual and developmental disabilities services and mental health services among other items.

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CITY OF MERRIAM, KANSAS

MONTHLY FINANCIAL REPORT

Finance Department

MERRIAM

Just right.

City of Merriam, KS
Monthly Financial Report - Executive Summary
December 2018

Revenues

Various Funds:	Current Month Actual	YTD Actual	YTD Budget/Est	Over/(Under) YTD Budget/Est
1% City Sales Tax	$ 608,523	$ 6,214,154	$ 6,077,902	$ 136,252
1/4% City Sales Tax-Storm/Street	157,815	1,619,312	1,585,484	33,828
1/4% City Sales Tax-Rec. Facilities	157,815	1,619,312	1,585,484	33,828
City Use Tax	54,762	571,971	416,667	155,305
County Sales Taxes - All	164,596	1,534,424	1,542,750	(8,326)
Real Property Taxes - Gen Fund	$ -	$ 3,990,274	$ 4,027,900	$ (37,626)
Transient Guest Tax	-	314,815	306,124	8,691
Franchise Fees	160,850	1,494,272	1,453,286	40,986
Court Fines	53,002	910,281	900,000	10,281

Expenditures

General Fund - only:	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	$ 534,991	$ 682,099	$ (147,108)	$ 7,860,065	$ 8,185,193	$ (325,128)
Contractual Services:						
OP Fire Services	-	202,485	(202,485)	1,640,575	2,429,818	(789,243)
Utilities	33,638	41,956	(8,318)	411,586	503,469	(91,883)
Legal	6,039	6,958	(920)	75,656	83,500	(7,844)
Property Maint	55,361	57,983	(2,621)	567,163	695,790	(128,627)
Specific Contractual*	15,176	20,799	(5,624)	210,658	249,593	(38,935)
Other Contractual	43,337	70,129	(26,792)	635,793	841,547	(205,754)
Commodities:						
Gasoline/Diesel Fuel	9,897	11,838	(1,941)	111,250	142,050	(30,800)
Other Commodities	52,475	49,470	3,006	412,882	593,637	(180,755)

*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:

- Year-to-date 1% and ¼% City sales taxes are 2.22% better than 2018 budget estimates.
- Additional 2018 sales taxes will be received in January and February 2019.
- Year-to-date 1% and ¼% City sales taxes are 2.09% ($167,456) less than prior year actual.
  - Auto sales only are 4.20% less than prior year actual.
  - Merriam Town Center/Johnson Drive sales only are 3.19% less than prior year actual.
  - Other categories are 5.20% more than prior year actual.
- Additional 2018 expenditures will be recorded and paid through January 2019 as invoices are received.

City of Merriam, KS
Monthly Financial Report - Executive Summary
December 2018

Equipment Purchases >$5,000

Month	Description	Amount
January	None	$0
February	Public Works – Sign Cutting Machine	$6,150
March	Police – Message Trailer	$15,274
	Public Works – Battery Backup System	$8,430
April	Information Services – Audio Visual equipment for Council Chambers	$40,443
	Police – 2018 Toyota Camry Police Vehicle	$25,000
	Public Works – Snow Plow Blade	$7,733
May	Police – 2018 Ford Explorer Police Vehicle	$27,812
	Police – 2018 Ford Explorer Police Vehicle	$27,812
	Public Works – Dump Truck	$90,805
	Public Works – Street Sweeper	$223,575
June	Police – Changeover Equipment for three Police Vehicles	$18,409
July	Parks & Recreation – Concrete for Playground	$19,686
	Parks & Recreation – New Basketball/Pickleball Asphalt at Brown Park	$15,803
August	None	$0
September	City Hall – Electronic Door Locks	$7,780
October	Public Works – Dump Truck Body and Hydraulic Salt Spreader	$73,019
	Parks & Recreation – Waterfall Park Safety surface for Playground	$38,280
November	IT – Desktop Computers (24)	$18,909
	Police – License Plate Readers for five intersections	$30,005
December	IT – Server	$15,872

Cash and Investment Balances

FHLB = Federal Home Loan Bank	10,655,000	18%
FHLMC = Federal Home Loan Mortgage Corp.	6,190,000	10%
FNMA = Federal National Mortgage Assn.	2,725,000	5%
FFCB = Federal Farm Credit Bank	2,900,000	5%
US Treasury Bills	23,860,000	40%
Municipal Bonds	340,000	1%
NOW Account	5,615,284	9%
TD Ameritrade MMA	-	0%
Total Investments	52,285,284	88%
US Bank Cash Account	7,228,760	12%
Total Cash plus Investments	59,514,044	100%

City of Merriam, KS
Monthly Financial Report - Executive Summary
December 2018

FAQ's

Question: What is the City Sales Tax rate effective January 1, 2018?
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

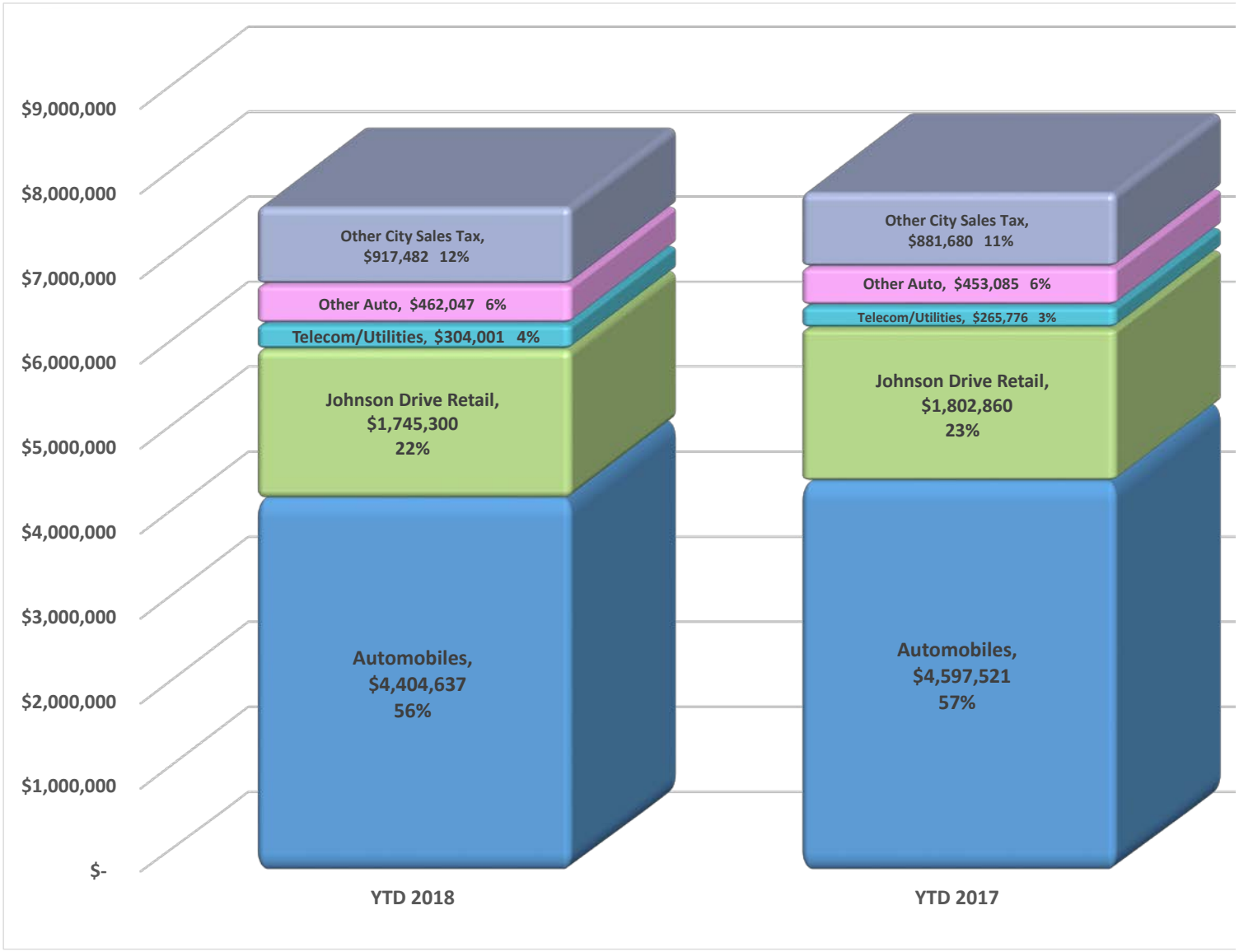
Question: How much of the City's assessed property valuation is for Residential, Commercial, and Other?
Answer: **$82 million** or 41% for Residential (including apartments);
$112 million or 56% for Commercial;
$7 million or 3% for Other (including vacant land, personal property, utilities)

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
(Excludes .25% Recreational Facilities Sales Tax)

YTD 2018 vs 2017



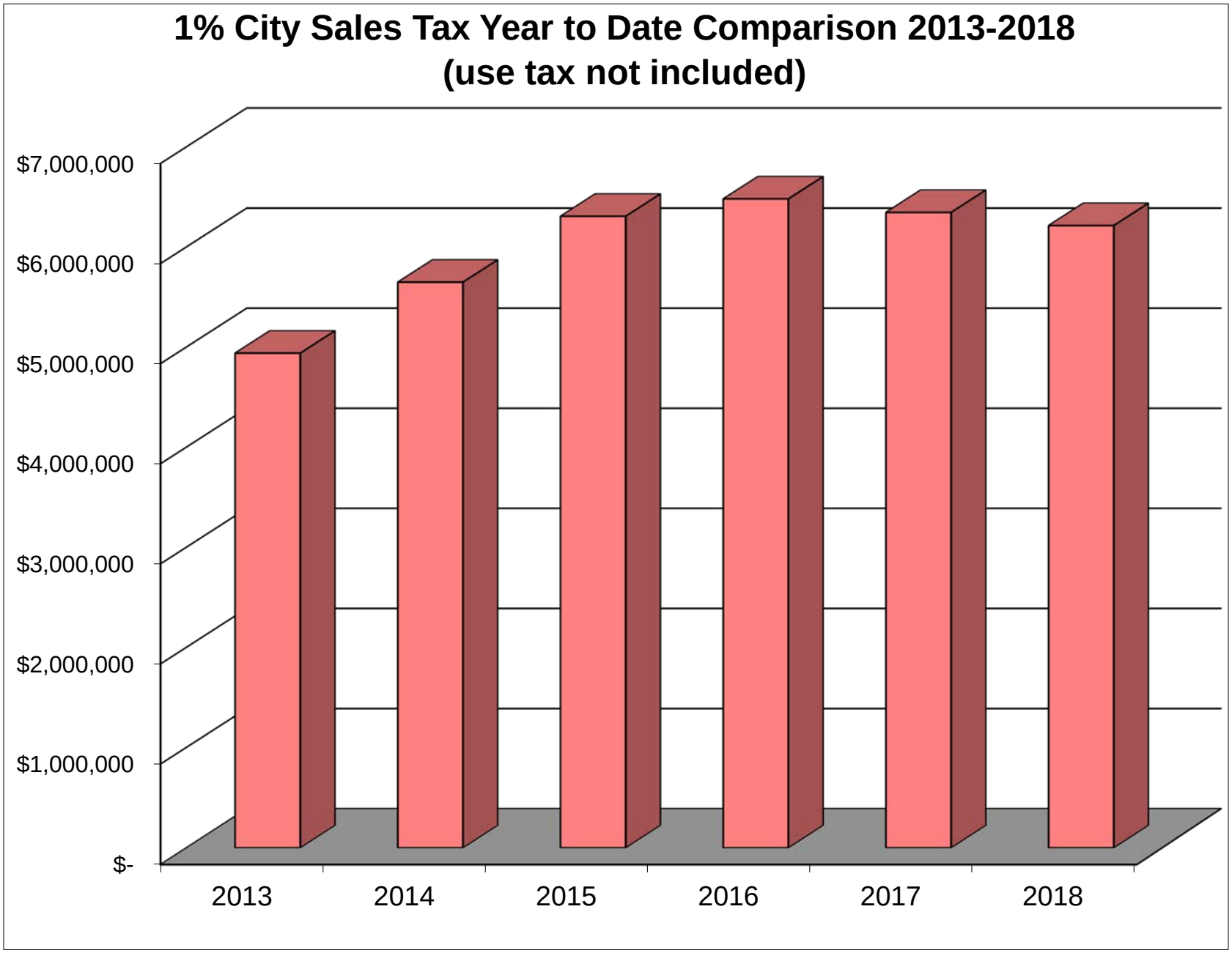
CITY SALES TAX
(Regular 1%)

Through: December 2018

Month Collected/Received	2013	2014	2015	2016	2017	2018	Comparison 2017 and 2018	Average 2013-2017
Jan/Mar	429,808	514,624	574,826	626,971	590,980	529,653	(61,326)	547,442
Feb/Apr	376,885	474,790	540,376	584,229	553,045	610,842	57,797	505,865
Mar/May	463,754	524,471	642,235	642,086	652,197	607,156	(45,041)	584,949
Apr/Jun	456,547	567,008	595,856	592,501	563,111	659,115	96,003	555,005
May/Jul	457,739	581,045	660,892	716,216	649,771	639,703	(10,068)	613,133
Jun/Aug	565,141	563,690	633,770	647,874	674,524	682,140	7,615	617,000
Jul/Sep	562,386	615,287	731,544	699,215	689,032	639,170	(49,862)	659,493
Aug/Oct	597,765	678,215	661,643	700,659	684,371	678,628	(5,743)	664,530
Sep/Nov	495,357	586,979	629,899	649,729	616,925	559,224	(57,701)	595,778
Oct/Dec	533,713	542,114	635,858	620,828	671,424	608,523	(62,901)	600,787
Nov/Jan	568,907	615,561	581,579	637,878	605,124			601,810
Dec/Feb	581,960	651,082	560,790	709,381	646,873			630,017
Total	6,089,964	6,914,867	7,449,269	7,827,566	7,597,377	6,214,154	(131,226)	7,175,808

YTD December 2018	2013	2014	2015	2016	2017	2018
	4,939,096	5,648,224	6,306,900	6,480,307	6,345,380	6,214,154

Average Collections Between 2013-2017	$	7,175,808
Estimated 2018 - Revised		7,293,482
Estimate Based on Current Collection Rate		7,456,984
Over/(Under) at Current Collection Rate	$	163,502


1% City Sales Tax Year to Date Comparison 2013-2018
(use tax not included)
$7,000,000
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$-
2013
2014
2015
2016
2017
2018

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

Through: December 2018

Month Collected/Received	2013	2014	2015	2016	2017	2018	Comparison 2017 and 2018	Average 2013-2017
Jan/Mar	107,452	128,656	152,492	164,631	154,253	132,413	(21,840)	141,497
Feb/Apr	94,221	118,698	141,914	152,386	144,300	164,546	20,246	130,304
Mar/May	115,939	131,118	169,300	168,082	170,416	159,202	(11,214)	150,971
Apr/Jun	114,137	141,752	156,225	154,910	147,382	170,844	23,462	142,881
May/Jul	114,435	145,261	174,068	186,266	169,174	165,851	(3,323)	157,841
Jun/Aug	141,285	140,922	166,285	168,850	174,953	176,365	1,412	158,459
Jul/Sep	140,597	153,822	192,521	183,734	181,187	166,252	(14,934)	170,372
Aug/Oct	149,441	169,554	175,751	183,791	179,181	179,911	730	171,544
Sep/Nov	123,839	156,019	164,616	168,726	160,589	146,113	(14,476)	154,758
Oct/Dec	133,428	144,999	165,560	161,727	174,106	157,815	(16,291)	155,964
Nov/Jan	142,227	163,812	152,292	166,504	157,629			156,493
Dec/Feb	145,490	171,669	147,535	184,485	168,684			163,573
Total	1,522,491	1,766,283	1,958,559	2,044,092	1,981,855	1,619,312	(36,229)	1,854,656

YTD	2013	2014	2015	2016	2017	2018
December 2018	1,234,774	1,430,802	1,658,732	1,693,103	1,655,542	1,619,312

Average Collections Between 2013-2017	$	1,854,656
Estimated 2018 - Revised		1,902,581
Estimate Based on Current Collection Rate		1,943,175
Over/(Under) at Current Collection Rate	$	40,594

CITY SALES TAX
(1/4% - Recreational Facilities, effective Jan 1, 2018, ending Dec 31, 2028)

Through: December 2018

Month Collected/Received	2018
Jan/Mar	132,413
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	
Dec/Feb	
Total	1,619,312

YTD	2018
December 2018	1,461,497

Estimated 2018 - Revised	$	1,902,581
Estimate Based on Current Collection Rate		1,943,175
Over/(Under) at Current Collection Rate	$	40,594

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

Through: December 2018

Month Collected/Received	2013	2014	2015	2016	2017	2018	Comparison 2017 and 2018	Average 2013-2017
Jan/Mar	54,303	77,095	38,593	39,717	41,068	55,165	14,097	50,155
Feb/Apr	44,157	75,466	47,210	36,535	41,117	44,762	3,645	48,897
Mar/May	82,905	96,096	58,503	48,686	46,167	72,113	25,947	66,472
Apr/Jun	58,854	68,701	45,793	49,281	40,197	78,365	38,169	52,565
May/Jul	90,692	159,678	48,767	28,682	39,300	53,770	14,470	73,424
Jun/Aug	89,389	102,766	51,635	48,787	45,665	53,546	7,880	67,649
Jul/Sep	55,464	85,830	45,551	44,854	41,455	56,892	15,437	54,631
Aug/Oct	121,887	63,160	45,296	39,447	46,047	55,103	9,056	63,167
Sep/Nov	73,409	133,417	30,449	44,789	52,239	47,492	(4,747)	66,861
Oct/Dec	61,461	75,031	42,577	37,236	41,623	54,762	13,139	51,586
Nov/Jan	93,439	80,456	38,250	40,162	52,663			60,994
Dec/Feb	64,283	104,997	43,804	49,866	52,544			63,099
Total	890,244	1,122,693	536,426	508,042	540,085	571,970	137,093	719,498

YTD December 2018	2013	2014	2015	2016	2017	2018
	732,522	937,240	454,373	418,014	434,877	571,970

Average Collections Between 2013-2017	$	719,498
Estimated 2018 - Revised		500,000
Estimate Based on Current Collection Rate		686,364
Over/(Under) at Current Collection Rate	$	186,364

* 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: December 2018

Month Collected/Received	2013	2014	2015	2016	2017	2018	Comparison 2017 and 2018	Average 2013-2017
Jan/Mar	80,021	84,640	89,078	87,153	88,372	93,979	5,606	85,853
Feb/Apr	68,406	83,785	83,842	86,603	90,888	85,503	(5,386)	82,705
Mar/May	84,099	91,006	92,338	96,963	99,332	102,037	2,704	92,748
Apr/Jun	82,208	93,916	93,747	94,086	89,784	97,820	8,036	90,748
May/Jul	91,121	93,614	95,251	90,716	96,393	102,354	5,960	93,419
Jun/Aug	87,015	98,416	100,839	100,524	104,034	105,830	1,796	98,166
Jul/Sep	84,080	92,813	99,163	100,059	98,683	94,908	(3,776)	94,960
Aug/Oct	89,418	94,308	97,123	99,175	101,126	100,533	(594)	96,230
Sep/Nov	82,420	94,498	97,609	101,810	103,264	94,055	(9,209)	95,920
Oct/Dec	86,379	88,106	96,733	93,738	94,396	93,218	(1,178)	91,871
Nov/Jan	89,888	94,962	96,928	94,754	98,071			94,921
Dec/Feb	100,822	111,858	103,793	114,670	112,411			108,711
Total	1,025,878	1,121,922	1,146,444	1,160,251	1,176,755	970,234	3,961	1,126,250

YTD December 2018	2013	2014	2015	2016	2017	2018
	835,167	915,102	945,723	950,827	966,273	970,234

Average Collections Between 2013-2017	$	1,126,250
Estimated 2018 - Revised		1,175,000
Estimate Based on Current Collection Rate		1,164,281
Over/(Under) at Current Collection Rate	$	(10,719)

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

Through: December 2018

Month Collected/Received	2013	2014	2015	2016	2017	2018	Comparison 2017 and 2018	Average 2013-2017
Jan/Mar	20,005	21,160	22,270	21,788	22,093	23,495	1,402	21,463
Feb/Apr	17,102	20,946	20,961	21,651	22,722	21,376	(1,346)	20,676
Mar/May	21,025	22,751	23,085	24,241	24,833	25,509	676	23,187
Apr/Jun	20,552	23,476	23,437	23,522	22,446	24,455	2,009	22,687
May/Jul	22,780	23,404	23,813	22,679	24,098	25,588	1,490	23,355
Jun/Aug	21,754	24,604	25,210	25,131	26,009	26,458	449	24,541
Jul/Sep	21,020	23,203	24,791	25,015	24,671	23,727	(944)	23,740
Aug/Oct	22,355	23,577	24,281	24,794	25,282	25,133	(148)	24,058
Sep/Nov	20,605	23,625	24,402	25,452	25,816	23,514	(2,302)	23,980
Oct/Dec	21,595	22,027	24,183	23,434	23,599	23,305	(294)	22,968
Nov/Jan	22,472	23,741	24,195	23,689	24,518			23,723
Dec/Feb	25,206	27,965	25,912	28,667	28,103			27,170
Total	256,470	280,478	286,539	290,064	294,189	242,559	990	281,548

YTD December 2018	2013	2014	2015	2016	2017	2018
	208,792	228,773	236,432	237,708	241,569	242,559

Average Collections Between 2013-2017	$	281,548
Estimated 2018 - Revised		294,000
Estimated Collection Rate		291,071
Over/(Under) at Current Collection Rate	$	(2,929)

* 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: December 2018

Month Collected/Received	2013	2014	2015	2016	2017	2018	Comparison 2017 and 2018	Average 2013-2017
Jan/Mar	20,005	21,160	22,270	21,788	22,093	23,495	1,402	21,463
Feb/Apr	17,102	20,946	20,961	21,651	22,722	21,376	(1,346)	20,676
Mar/May	21,025	22,751	23,085	24,241	24,833	25,509	676	23,187
Apr/Jun	20,552	23,479	23,437	23,522	22,446	24,455	2,009	22,687
May/Jul	22,780	23,404	23,813	22,679	24,098	25,588	1,490	23,355
Jun/Aug	21,754	24,604	25,210	25,131	26,009	26,458	449	24,541
Jul/Sep	21,020	23,203	24,791	25,015	24,671	23,727	(944)	23,740
Aug/Oct	22,355	23,577	24,281	24,794	25,282	25,133	(148)	24,058
Sep/Nov	20,605	23,625	24,402	25,452	25,816	23,514	(2,302)	23,980
Oct/Dec	21,595	22,027	24,183	23,434	23,599	23,305	(294)	22,968
Nov/Jan	22,472	23,741	24,232	23,689	24,518			23,730
Dec/Feb	25,206	27,965	25,948	28,667	28,103			27,178
Total	256,470	280,481	286,612	290,064	294,189	242,559	990	281,563

YTD December 2018	2013	2014	2015	2016	2017	2018
	208,792	228,776	236,432	237,708	241,569	242,559

Average Collections between 2013-2017	$	281,563
Estimated 2018 - Revised		294,000
Estimate Based on Current Collection Rate		291,071
Over/(Under) at Current Collection Rate	$	(2,929)

* 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: December 2018

Month Collected/Received	2017	2018
Jan/Mar	n/a	23,457
Feb/Apr	n/a	21,336
Mar/May	n/a	25,421
Apr/Jun	22,395	24,397
May/Jul	24,062	25,526
Jun/Aug	25,932	26,387
Jul/Sep	24,642	23,727
Aug/Oct	25,225	25,133
Sep/Nov	25,776	23,514
Oct/Dec	23,564	23,305
Nov/Jan	24,388	
Dec/Feb	27,991	
Total	223,974	242,203

YTD December 2018	2017	2018
	n/a	242,203

Estimated 2018 - Revised	294,000
Estimate Based on Current Collection Rate	290,644
Over/(Under) at Current Collection Rate	(3,356)

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

December 2018
REVENUE SUMMARY BY FUND

Fund Number	Revenues	Budget/Est.	YTD Actual	Monthly Collections	Balance	YTD % Budget/Est.
001	General Fund	$ 17,635,883	$ 16,502,288	$ 1,164,135	$ 1,133,595	93.57%
201	Special Highway Fund	300,720	232,941	267	67,779	77.46%
202	Special Alcohol Fund	25,718	23,865	6,193	1,853	92.79%
203	Special Park & Rec	25,718	23,884	6,189	1,834	92.87%
204	Transient Guest Tax	460,250	392,018	1,522	68,232	85.18%
221	Risk Management Reserve	7,000	59,847	308	(52,847)	854.95%
222	Equipment Reserve Fund	745,000	803,816	67,930	(58,816)	107.89%
301	Capital Improvement Fund		32,874,336	2,235,158		
303	I-35 District CIP Fund		1,767,485	12,836		
401	Bond and Interest Fund	902,338	937,780	(1,435,417)	(35,442)	103.93%
402	TIFA-Merriam Town Center		-	-		
403	TIFB-I35 District		4,122,373	-		
702	Special Law Enforcement-State/Local		(2,315)	-		
	TOTAL	**$ 20,102,627**	**$ 57,738,319**	**$ 2,059,119**	**$ 1,126,188**	

Average Rate of Sales Tax Collections Should Be:	**83.33%**
Average Rate of Other Collections Should Be:	**100.00%**

December 2018
EXPENDITURE SUMMARY BY FUND

Fund Number	Expenditures	Budget/Est. *	YTD Actual	Monthly Expenditures	Encumbrances	Balance	YTD % Budget/Est.
001	General Fund	$ 18,916,775	$ 17,005,206	$ 1,155,208	$ 175,174	$ 1,736,395	90.82%
201	Special Highway Fund	515,000	442,647	79,049	57,765	14,588	97.17%
202	Special Alcohol Fund	22,000	22,000	-	-	-	100.00%
203	Special Park & Rec	29,000	24,145	480	-	4,855	83.26%
204	Transient Guest Tax	597,968	548,604	31,342	372	48,992	91.81%
221	Risk Management Reserve	30,000	8,068	2,245	-	21,932	26.89%
222	Equipment Reserve Fund	771,300	676,949	18,030	1,500	92,851	87.96%
301	Capital Improvement Fund		9,468,456	612,821	806,443		
303	I-35 District CIP Fund		454,405	26,738	-		
401	Bond and Interest Fund	916,650	916,650	-		-	100.00%
402	TIFA-Merriam Town Center		-	-	-		
403	TIFB-I35 District		4,119,291	-	-		
702	Special Law Enforcement-State/Local		9,329	-	1,455		
	TOTAL	**$ 21,798,693**	**$ 33,695,751**	**$ 1,925,912**	**$ 1,042,709**	**$ 1,919,613**	

Average Expenditure Rate Should Be:	**100.00%**

*** Excludes budgeted reserves and contingencies**

December 2018
EXPENDITURE SUMMARY BY DEPARTMENT
GENERAL FUND - YEAR-TO-DATE

Department	2018 Annual Budget/Est.	2018 Year-to-date Actual	2018 % of Budget Used	2017 Year-to-date Actual	Actual 2018 Over/(Under) Actual 2017
City Council	$ 76,791	$ 75,610	98.46%	$ 64,343	$ 11,267
Administration	1,076,024	1,019,363	94.73%	945,695	73,668
Municipal Court	344,540	320,162	92.92%	300,718	19,445
Info Services	423,789	367,276	86.66%	368,486	(1,209)
General Overhead					
General	251,381	222,373	88.46%	196,395	25,978
Utilities	265,339	248,247	93.56%	212,384	35,863
Property Maintenance	267,920	202,229	75.48%	216,761	(14,531)
Risk Management	170,886	177,772	104.03%	157,423	20,349
Legal	84,715	76,546	90.36%	64,058	12,489
Employee Benefits	47,525	30,843	64.90%	25,709	5,134
Interfund Transfers	5,099,378	4,990,017	97.86%	5,022,896	(32,879)
Contingency Usage *	-	-	0.00%	17,061	(17,061)
Police	4,024,248	3,908,374	97.12%	3,772,835	135,539
Fire	2,590,601	1,718,995	66.36%	1,654,674	64,321
Public Works	2,297,873	1,957,471	85.19%	1,913,865	43,606
Parks & Rec	820,584	746,383	90.96%	726,676	19,707
Aquatic Center	296,184	240,956	81.35%	253,312	(12,357)
Community Dev	778,997	702,588	90.19%	667,883	34,705
Total General Fund	$ 18,916,775	$ 17,005,206	89.89%	$ 16,581,174	$ 424,033

Average Expenditure Rate Should Be:	**100.00%**

*** Excludes budgeted reserves and contingencies**

INVESTMENT REPORT

Investment Listing by Maturity Date
12/31/2018

Fund	Type	Location	Purchase Date	Par Amount	Maturity Date	Yield	Monthly Subtotal
303/901	NOW	Morrill & Janes	12/20/06	5,615,284	N/A	1.250%	$ 5,615,284
301/901	Treasury MMA	TD Ameritrade	09/01/16	-	N/A	0.010%	$ -
303	AGENCY-FNMA	TD Ameritrade	10/01/18	500,000	01/14/19	2.274%	
301	TBILL	TD Ameritrade	05/16/18	300,000	01/15/19	1.125%	
222	TBILL	Country Club	12/28/18	375,000	01/17/19	2.262%	
301	AGENCY-FNMA	Country Club	12/28/17	200,000	01/25/19	1.794%	
301	AGENCY-FNMA	TD Ameritrade	09/01/16	250,000	01/30/19	0.962%	
301	TBILL	TD Ameritrade	09/28/18	10,590,000	01/31/19	2.280%	$ 12,215,000
301	AGENCY-FHLB	Country Club	12/14/17	375,000	03/08/19	1.720%	
303	AGENCY-FHLB	TD Ameritrade	06/15/18	500,000	03/08/19	2.263%	$ 875,000
303	AGENCY-FHLB	TD Ameritrade	07/26/17	1,000,000	04/26/19	1.450%	
301	AGENCY-FNMA	TD Ameritrade	11/14/18	500,000	04/26/19	2.500%	
303	TBILL	TD Ameritrade	07/13/17	1,000,000	04/30/19	1.250%	
301	TBILL	TD Ameritrade	09/28/18	10,610,000	04/30/19	2.430%	$ 13,110,000
301	AGENCY-FNMA	TD Ameritrade	11/01/18	500,000	05/24/19	2.552%	
301	AGENCY-FHLMC	TD Ameritrade	11/19/18	400,000	05/30/19	2.532%	$ 900,000
301	AGENCY-FFCB	TD Ameritrade	06/20/16	500,000	06/20/19	1.210%	
301	AGENCY-FHLB	Country Club	11/02/17	400,000	06/28/19	1.553%	
901	AGENCY-FHLB	TD Ameritrade	06/28/17	500,000	06/28/19	1.125%	
303	AGENCY-FHLB	TD Ameritrade	07/12/17	400,000	06/28/19	1.612%	$ 1,800,000
301	AGENCY-FHLB	Country Club	07/25/17	300,000	07/12/19	1.380%	
301	AGENCY-FHLMC	Country Club	10/25/18	675,000	07/19/19	2.580%	
303	AGENCY-FHLMC	TD Ameritrade	07/17/18	100,000	07/30/19	2.393%	
303	TBILL	TD Ameritrade	07/13/17	500,000	07/31/19	1.353%	$ 1,575,000
301	MUNICIPAL BOND	TD Ameritrade	02/23/17	100,000	08/01/19	1.500%	
901	AGENCY-FHLMC	TD Ameritrade	11/08/16	200,000	08/15/19	1.200%	
301	AGENCY-FHLB	TD Ameritrade	08/15/18	500,000	08/15/19	2.479%	
901	AGENCY-FNMA	TD Ameritrade	08/31/17	525,000	08/23/19	1.466%	$ 1,325,000
901	MUNICIPAL BOND	TD Ameritrade	09/15/17	140,000	09/01/19	1.500%	
301	AGENCY-FHLMC	TD Ameritrade	07/13/17	1,000,000	09/20/19	1.535%	
222	AGENCY-FFCB	Country Club	10/06/17	300,000	09/26/19	1.489%	
303	AGENCY-FHLMC	TD Ameritrade	07/13/17	500,000	09/27/19	1.499%	
901	AGENCY-FNMA	TD Ameritrade	09/30/16	250,000	09/30/19	1.250%	$ 2,190,000
301	AGENCY-FHLMC	Country Club	04/18/18	300,000	10/28/19	2.369%	
303	AGENCY-FHLMC	TD Ameritrade	10/30/17	750,000	10/30/19	1.650%	
301	AGENCY-FHLB	TD Ameritrade	01/31/18	190,000	10/30/19	2.165%	$ 1,240,000
222/303	AGENCY-FFCB	Country Club	07/28/17	700,000	12/26/19	1.450%	
301	AGENCY-FHLMC	TD Ameritrade	06/30/16	500,000	12/30/19	1.100%	$ 1,200,000
901	AGENCY-FHLB	TD Ameritrade	09/07/18	570,000	01/23/20	2.613%	
221	AGENCY-FFCB	Country Club	05/25/18	350,000	01/30/20	2.430%	$ 920,000
301	TBILL	Country Club	08/15/18	242,500	02/15/20	1.250%	

Investment Listing by Maturity Date
12/31/2018

Fund	Type	Location	Purchase Date	Par Amount	Maturity Date	Yield	Monthly Subtotal
303	TBILL	Country Club	08/15/18	242,500	02/15/20	1.250%	$ 485,000
901	AGENCY-FHLB	TD Ameritrade	04/17/18	350,000	03/05/20	2.124%	
221	AGENCY-FHLB	Country Club	03/09/18	350,000	03/06/20	2.268%	
301	AGENCY-FHLB	Country Club	03/13/18	520,000	03/13/20	2.312%	
901	AGENCY-FHLB	TD Ameritrade	11/08/16	300,000	03/13/20	1.409%	
301	AGENCY-FHLB	TD Ameritrade	03/27/18	300,000	03/27/20	2.420%	$ 1,820,000
301	AGENCY-FFCB	TD Ameritrade	10/03/17	500,000	04/03/20	1.680%	
303	AGENCY-FHLB	TD Ameritrade	10/30/17	500,000	04/30/20	1.750%	$ 1,000,000
301	AGENCY-FHLMC	TD Ameritrade	05/17/18	500,000	05/15/20	2.661%	$ 500,000
301	AGENCY-FHLB	TD Ameritrade	11/08/18	500,000	06/12/20	2.910%	$ 500,000
303	AGENCY-FHLB	TD Ameritrade	07/13/17	1,000,000	07/13/20	1.750%	
301	AGENCY-FFCB	TD Ameritrade	12/28/17	550,000	07/27/20	2.081%	$ 1,550,000
301	MUNICIPAL BOND	TD Ameritrade	10/10/17	100,000	08/01/20	1.870%	$ 100,000
301	AGENCY-FHLB	TD Ameritrade	09/28/17	750,000	09/28/20	1.889%	$ 750,000
301	AGENCY-FHLB	TD Ameritrade	02/01/17	100,000	10/30/20	1.800%	$ 100,000
301	AGENCY-FHLMC	TD Ameritrade	06/08/18	250,000	11/25/20	2.770%	$ 250,000
901	AGENCY-FHLB	TD Ameritrade	11/28/17	500,000	01/19/21	1.956%	$ 500,000
901	AGENCY-FHLMC	TD Ameritrade	03/14/17	500,000	02/26/21	1.356%	
301	AGENCY-FHLMC	TD Ameritrade	11/16/17	515,000	02/26/21	2.000%	$ 1,015,000
901	AGENCY-FHLB	TD Ameritrade	11/30/17	500,000	04/28/21	1.820%	$ 500,000
901	AGENCY-FHLB	TD Ameritrade	03/14/18	250,000	06/14/21	2.509%	$ 250,000
					Weighted Yield	1.853%	$ 52,285,284

MERRIAM

INTEROFFICE MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM: KEVIN BRUEMMER, PUBLIC WORKS DIRECTOR
SUBJECT: JANUARY CIP UPDATE
DATE: JANUARY 14, 2019

HIGHLIGHTS

Johnson Drive Reconstruction (Kessler to West City Limits)
New HAWK pedestrian signals have been placed west of Mastin, and east of Goodman. As soon as KCP&L removes the existing pedestrian signals, the contractor will have to remove & replace some existing sidewalks and curbs at both locations. Staff anticipates this work to be completed by January 31st.

2018 Storm Drain Repairs
The contractor, V.F. Anderson, began structure replacements December 4th with an anticipated completion date of 1/15/19.

2019 Sidewalk In-Fill
GBA continues preliminary design and started doing field checks December 5th. Staff sent project notices out to residents on November 21st.

2019 CARS 67th Street Improvements
Affinis continues with surveying and design.

January 8th
cs

Capital Improvement Active Project List

Last Updated 1/10/2019

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															
Johnson Drive Reconstruction Kessler to West City Limits	CARS/General CIP/Highway	$1,447,640		Construction	Affinis	12/6/17	5/31/18		$1,663,506.00	5/4/18	5/14/18	Freeman Concrete Construction	$1,353,181.60	6/18/18	10/16/18
2018 Mill & Overlay and 2018 Sidewalk Infill	Special Sales Tax Street/Stormwater	$1,452,366		Construction	GBA	3/22/18	5/30/18		$1,648,579.29	5/4/18	5/14/18	Phoenix Concrete and Underground	$1,406,166.90	6/18/18	11/19/18
2018 Storm Drain Repairs	General CIP	$133,958		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										
67th Street Rehabilitation (2019 CARS)	CARS/Special Sales Tax Street/Stormwater	$1,810,190		Design	Affinis										

5701 Steering Committee Meeting
December 17, 2018

Members in attendance: Jacob Laha, Nida Dillon, Staci Chivetta, Larry Cisneros, Carol Whitlock, Fred Tebbenkamp, Sean Zaudke, Stoney Bogan, Billy Crook
Governing Body members: Ken Sissom, David Neal, Chris Evans-Hands
Staff members: Chris Engel, Anna Slocum, Mike Daniels

Mayor Ken Sissom kicked off the meeting welcoming the committee members and summarizing the work that has been done for the last several years to determine a plan for the facility. With the decision that a new community center that would better serve the needs of residents underway, it is now time to determine what is next for the facility. To ensure a public process, the committee was formed carefully selecting members with varying experience. In addition, 2 city council members were selected to serve as liaisons to the Mayor and providing the perspective of the governing body. Lastly, staff will be available to answer questions and provide guidance related to municipal government. The goal of this committee will be at the end of this process be able to provide a recommendation to City Council to consider for this site. It will be City Council's final decision as to what occurs. It is possible that there could be an alternative idea presented. The recommendation should factor in financial cost, impact on business, funding ideas and a workable solution that is best for the City of Merriam.

Each member introduced themselves and their connection to the city.

Chris Engel provided a recap of the comprehensive Susan Richards Johnson study. The public process of that study resulted in the direction of a new community center. To better understand the building layout and complications with current day operations, a tour of the facility was led by Anna Slocum.

After completion of the tour, the committee discussed the next steps needed to achieve the purpose set by the Mayor. Discussion included the project budget of $30,000. The time frame needed to have a placeholder amount in the 2020 budget – budget is approved in August 2019 for 2020, and the need for an impartial facilitator. Comments after the tour included:

- Will all programs move to the new facility? – Yes
- SRJ study was comprehensive, is the base number still adequate to upgrade building? – There have been some maintenance upgrades and the age of the report is several years it would provide a placeholder.
- The study focused on the facility being used as a community center when the study was completed – not everything in the study would be applicable if not a community center. – True but ADA, building systems and life safety would be.
- Were there any needs identified in the survey that were not addressed in the new community center? No, the top 15 needs were met – the other needs had very small interest.

There was discussion of what uses the building could serve and restrictions to consider. Some ideas included:

- Keep the 1911 section and reconfigure to banquet / meeting rooms.
- Reach out to the broader community to make sure it is a good process.
- The flood plain is an issue.
- Amphitheater/gathering space – eliminate everything

- Feasibility of it being added to the Historical Register
    - Interior is likely no eligible – exterior might be depends on how close to original the building is and will remain
    - Tax credits are used toward renovation
    - Require a letter to be written for adaptive reuse
    - Could limit the option with focus on historic preservation – possibly consider a broader element
    - This is a historical building surrounded by industrial
- There is a sentimental value
- Maybe keep one wall "Just off Broadway" Building
- Community needs – possible nontraditional needs

With many ideas, the conversation focused on how to organize thoughts and make the committee productive. Discussion shifted to creating a RFP for a facilitator or if someone on the committee could serve that role. Concern about a committee member serving in that role since they would be capturing ideas and potentially eliminate themselves from the providing a solution. It was decided that it would be best to create a RFP for a facilitator. The facilitator could catch darts and organize thoughts. Discussion of what the RFP should include:

- Utilize a facilitator to decide 3 or 4 feasible ideas then figure out costs with fees
- Facilitator should have a background with experience of reuse
- Scope of work should help focus discussion
- Guide options and provide feedback
- Facilitator should be able to lead discussion – does not need to have experience
- Help determine a placeholder for 2020 CIP budget by August 2019
- Some of the budget should be reserved for polling the public

With the holidays, timing of when to release the RFP, allow for responses, review and interview selection occurred. After discussion, the meeting was set for February 4 at 6:30 at IBFCC, same room location. The timeframe will be for staff to provide a draft RFP for review by end of week with a release of January 4. Interested parties will have until mid-January to submit. Review and selection will occur the end of January with the facilitator available for the February meeting. Anyone interested in serving on the selection committee should reach out to Chris Engel. Before the end of January each committee member needs to select 3 or 4 ideas of what the space could be to allow the facilitator time to research and prepare for the first meeting.

CITY COUNCIL SUGGESTED MOTIONS FOR YOUR CONSIDERATION

CONSENT AGENDA

1. **Move that the council approve Consent Agenda items 1-5.**

MAYOR'S REPORT

1. **No motion.**

2. **No motion.**

FINANCE AND ADMINISTRATION

1. **Move that the council approve a non-discrimination ordinance.**

2. **No motion.**

3. **Move that the council concur with the recommendation of the Community Center Design Committee and approve the pool features at the New Community Center.**

4. **Move that the council approve the 2019 Legislative Priorities as presented.**

5. **No motion.**

COMMUNITY DEVELOPMENT/PUBLIC WORKS

1. **No motion.**

STAFF ITEMS

EXECUTIVE SESSION

Move that the council recess into Executive Session to discuss a legal matter with legal counsel as justified by K.S.A. 75-4319(b)(2), which allows the city council to recess into executive session for consultation with an attorney that would be deemed privileged in the attorney-client relationship. Present will be the Governing Body, City Attorney, and City Administrator. The open meeting will resume in the council chambers at ____.