

**MERRIAM CITY COUNCIL AGENDA  
CITY HALL  
9001 WEST 62<sup>ND</sup> STREET  
March 25, 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 March 11, 2019.
2. Consider the acceptance of easements dedicated on Merriam Pointe Seventh Plat at 7050 W. Frontage Road - located in a PUD-G (Planned Unit Development-General) District.

**V. PLANNING COMMISSION**

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

**VI. MAYOR'S REPORT**

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

**VII. COUNCIL ITEMS**

**A. Finance and Administration**

1. Consider approval of an ordinance amending sections of the Merriam City Code concerning alcoholic liquor and cereal malt beverages (CMBs).
2. Consider approval of an ordinance authorizing the sale, consumption and possession of alcoholic liquor during the Merriam Drive Live Special Event.(first reading)
3. Consider approval of waiving the Caterers License fee for Merriam Drive Live vendor.
4. Consider approval to authorize the creation and hiring of a Facility Operation Supervisor position.
5. Consider approval of budget adjustments from Parks & Recreation and General Fund Contingency to Public Works.

**B. Community Development/Public Works/CIP**

1. Consider approval of a Professional Services Agreement (PSA) with Confluence for Comprehensive Plan updates.
2. Presentation on Merriam Town Center allowable uses.
3. Community Development Update.
4. Consider the approval of purchases necessary to install 16 residential streetlights.

**VIII. STAFF ITEMS**

**VII. NEW BUSINESS**

**IX. EXECUTIVE SESSION**

**X. ADJOURNMENT**

Respectfully submitted,

*Juliana Pinnick*

Juliana Pinnick  
City Clerk

**MERRIAM CITY COUNCIL MINUTES  
CITY HALL  
9001 WEST 62<sup>ND</sup> STREET  
March 11, 2019  
7:00 P.M.**

**I. CALL TO ORDER - PLEDGE OF ALLEGIANCE**

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

**II. ROLL CALL**

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

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; Anna Slocum, Parks and Recreation Director; Cindy Ehart, Finance Director; Jenna Gant, Communication and Public Engagement Manager; Bryan Dehner, Fire Chief 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 February 25, 2019.

**COUNCILMEMBER HANDS MOVED THAT THE COUNCIL APPROVE CONSENT AGENDA ITEM 1. COUNCILMEMBER HUPP SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.**

**V. MAYOR'S REPORT-There were no items for the Mayor's Report.**

**VI. COUNCIL ITEMS**

**A. Finance and Administration**

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

City Attorney Nicole Aiken provided the background for this item.

Effective April 1, 2019, state law will allow CMB retailers, such as convenience stores, to sell beer containing up to 6% alcohol by volume; and Alcoholic liquor retailers to sell CMB.

The ordinance amends sections of the Merriam Code concerning alcoholic liquor and CMBs to align with the new state law. If approved by the council, the ordinance will take effect on April 1, 2019.

Councilmember Hands asked if it was clear what the financial impact these changes to the CMB code might have for the city with the removal of the CMB tax from the sales.

Cindy Ehart, Finance Director commented that she does not feel the impact will be significant.

2. Police Department Annual Report.

Police Chief Mike Daniels presented the 2018 Police Department Report.

Chief Daniels presented Officer of the Year to Master Police Officer Kristin Jasinski.

Mayor Sissom commented that Chief Daniels is retiring April 1<sup>st</sup> and this is the last City Council meeting he will be attending. Mayor Sissom presented Chief Daniels with a Certificate of Appreciation for

his 32 years of dedicated public service to the Merriam Police Department.

3. Community Center Update.

Assistant City Administrator Meredith Hauck presented the monthly Community Center Report.

4. Monthly Finance Report.

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

**B. Community Development/Public Works/CIP**

1. Consider the approval of purchases necessary to install 92 residential and decorative streetlights.

Public Works Director Kevin Bruemmer provided the background for this item.

The 2019 CIP for streetlights includes 67<sup>th</sup> Street. (Antioch to west city limits) Switzer 49<sup>th</sup> to 55<sup>th</sup> St. Mastin St (Johnson Drive to SMPKY) 59<sup>th</sup> Terr and Burnham Place sub-division (Community Development Block Grant (CDBG). 67<sup>th</sup> Street will receive the black decorative lights approved in 1996; the residential areas will receive the residential style streetlight approved in 2002. A total of 92 streetlights will be installed (50 black decorative lights and 42 residential lights).

The City applied for \$77,785 in CDBG grant funds but was approved for only \$27,775. The net cost to Merriam (excluding equipment and labor) for the 92 streetlights is \$394,693.96.

Staff is requesting the use of funds available from the Overlay Supplement to complete the Switzer streetlight project as Switzer is scheduled on the 2019 mill and overlay program. This will lessen the burden on the residents by completing the streetlight installation during the same construction season.

There were some questions about the street lights on the south end of Switzer which will get sidewalks and street overlay but no street lights.

Mr. Bruemmer commented that he would look at that option to install street lights in that area.

**COUNCILMEMBER HANDS MOVED THAT THE COUNCIL APPROVE THE PURCHASE AND INSTALLATION OF 92 STREETLIGHTS IN AN AMOUNT NOT TO EXCEED \$422,468.96. COUNCILMEMBER PAPE SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.**

2. CIP Update.

**Johnson Drive Reconstruction (Kessler to West City Limits)**

This project is completed and final payment has been made. The contractor has a few items to address as part of the Maintenance Bond.

**2018 Storm Drain Repairs**

This project is substantially completed, and remaining items include minor backfill, asphalt wedging, and restoration around curb inlets as soon as the weather allows.

**2019 Sidewalk In-Fill**

George Butler and Associates (GBA) is nearing completion of the preliminary design and is on track for our Public Meeting in March, it is anticipated this project will go out to bid in April.

**2019 CARS 67<sup>th</sup> Street Improvements**

Based on feedback from our Public Meeting, Affinis has recommended the safest approach in which walkers would have access to the trail on the east side of Turkey Creek.

**Switzer Mill and Overlay**

In collaboration with the City of Shawnee, the city has entered into an Inter-Local Agreement for improvements to Switzer Road. The improvements include replacing curb/gutters, repairs to existing sidewalk, placement of ADA sidewalk ramps, and asphalt surface mill/overlay. Limits of this project will be from 47<sup>th</sup> Street to 55<sup>th</sup> Street, and 69<sup>th</sup> Street to 75<sup>th</sup> Street.

**VII. STAFF ITEMS**

City Administrator Chris Engel commented that the 5701 Merriam Dr. Committee is working on securing a contract for the facilitator. Their next meeting is currently being scheduled and once the meeting date and time is finalized that information will be posted like all public meetings.

Last Friday, Department Heads and other senior staff members participated in leadership team training. Going forward, additional sessions will be held in an effort to enhance leadership skills within the staff.

**VIII. NEW BUSINESS-There was no new business.**

**IX. EXECUTIVE SESSION**

**COUNCILMEMBER HANDS MOVED THAT THE COUNCIL RECESS INTO EXECUTIVE SESSION TO DISCUSS LEGAL MATTERS WITH THE CITY ATTORNEY AS JUSTIFIED BY K.S.A.75-4319(B)(2), WHICH PERMITS CONSULTATION WITH AN ATTORNEY ON MATTERS THAT WOULD BE DEEMED PRIVILEGED IN AN ATTORNEY-CLIENT RELATIONSHIP. PRESENT WILL BE THE GOVERNING BODY, CITY ATTORNEY AND CITY ADMINISTRATOR, THE OPEN MEETING WILL RESUME IN THE COUNCIL CHAMBERS AT 8:00 PM. COUNCILMEMBER PAPE SECONDED AND THE MOTION WAS APPROVED. COUNCILMEMBER HUPP RECUSED HERSELF FROM THE VOTE AND DID NOT PARTICIPATE IN THE EXECUTIVE SESSION.**

*The meeting reconvened at 8:00 pm.*

**X. ADJOURNMENT**

**THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COUNCIL, COUNCILMEMBER HANDS MOVED TO ADJOURN AT 8:01 PM. COUNCILMEMBER PAPE SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.**

Respectfully submitted,

*Juliana Pinnick*

Juliana Pinnick  
City Clerk



## AGENDA ITEM INFORMATION FORM

**AGENDA ITEM:** Consider accepting the dedication of easements shown on the Merriam Pointe Seventh Plat. (PA19-000002)

**SUBMITTED BY:** Merriam Planning Commission  
Bryan P. Dyer, Community Development Director

**MEETING DATE:** March 25, 2019

### PROJECT BACKGROUND/DESCRIPTION:

Reed Family Properties, LLC (Reed Automotive) recently purchased the subject property which consists of the Hyundai automobile dealership and an undeveloped parcel to the north. Reed Automotive's representative, Viking Surveys, is requesting approval of a replat of the subject property to create two lots. The proposed Lot 2 will contain the existing dealership and Lot 1 will be a developable lot.

If approved, the replat will change the subject property back to its previous configuration. In September 2017, the previous property owner, Group 1 Automotive, replated the two lots into one and received approval of a preliminary development plan for the reconfigured property.

Currently, the subject property is partially developed with an automotive dealership and vacant land to the north of the dealership (previously 7020 W. Frontage Road). The approval of the proposed Merriam Pointe Seventh Plat will create two lots and facilitate Reed Automotive Group's desire to develop Lot 1. A development plan for both newly created lots will be required prior to the development of Lot 1.

The subject property is zoned PUD-G (Planned Unit Development - General) District and the proposed final plat will create two (2) lots (Lot 1: 187,031.56 sq. ft. and Lot 2: 182,685.96 sq. ft.)

At their March 6, 2019 meeting, the Planning Commission unanimously approved the plat and forwarded it to the City Council for the acceptance of easements with the following conditions:

1. The plat must be filed with Johnson County prior to the approval of a final development plan for Lot 1.
2. Approval of a final development plan is required prior to the development of Lot 1.

### CITY COUNCIL GOALS AND OBJECTIVES

Expand the commercial tax base

### FINANCIAL IMPACT

**Amount of Request/Contract:** \_\_\_\_\_

**Amount Budgeted:** \_\_\_\_\_

**Funding Source/Account #:** \_\_\_\_\_

### SUPPORTING DOCUMENTS

Planning Commission staff report

Merriam Pointe Seventh Plat

### ACTION NEEDED/STAFF RECOMMENDATION

City Council accept the dedication of easements shown on the Merriam Pointe Seventh Plat. (PA19-000002).

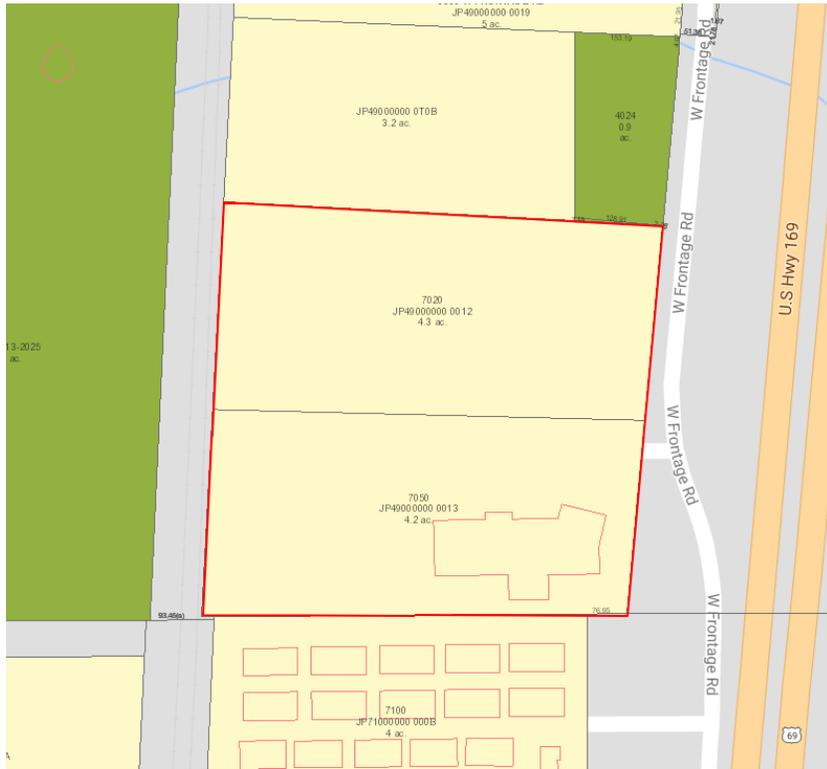
**Community Development Staff Report**  
**Planning Commission – March 6, 2019**  
**PA19-000002 – Merriam Pointe Seventh Plat**

<b><u>Application:</u></b>	PA19-000002 – Merriam Pointe Seventh Plat
<b><u>Request:</u></b>	Approval of a final plat
<b><u>Property Address:</u></b>	7050 W. Frontage Road
<b><u>Applicant:</u></b>	Curtis Tolson - Viking Surveys, Owner's Representative Reed Family Properties, LLC, Property Owner

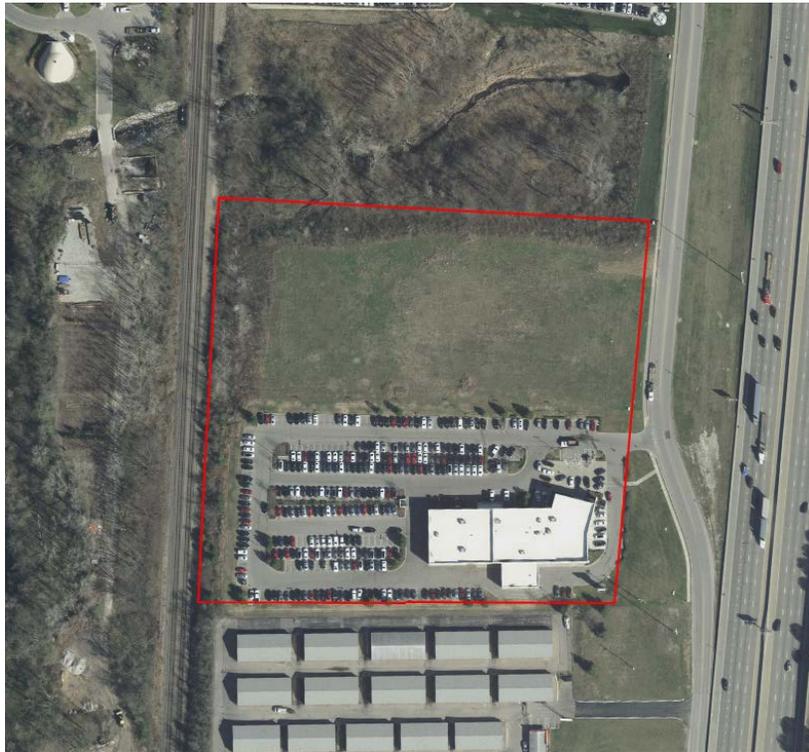
<b>Current Zoning and Land Use</b>	PUD-G (Planned Unit Development - General) District approved for automobile sales and service; currently developed with an automotive dealership and an undeveloped parcel.
<b>Surrounding Zoning and Land Use</b>	<p>PUD-G District to the north; currently undeveloped. Merriam Luxury Investors was granted approval of a preliminary development plan (Z-8-04/PD7-0717) for an automotive dealership to be developed on the property.</p> <p>I-1 (Light Industrial) District to the south; developed with a self-storage facility.</p> <p>Parks, Schools, and City Facilities to the west; developed with the City Public Works Facility.</p> <p>I-35 to the east.</p>
<b>Legal Description</b>	Merriam Pointe, Fifth Plat Lot 20
<b>Proposed Legal Description</b>	Merriam Pointe, Seventh Plat, Lots 1 and 2
<b>Property Area</b>	8.48± acres 369,805± sq. ft.
<b>Number of Lots (2)</b>	<p>Lot 1 – 4.29± acres 187,031.56± sq. ft.</p> <p>Lot 2 – 4.19± acres 182,685.96± sq. ft.</p>

<b>Related Case Files</b>			
Z-2-03(see Z-8-04)	Merriam Pointe	9501 W. 67th St.	C-1 to PUD
Z-2-03(see Z-8-04)	Merriam Pointe	67th & W. Frontage	IP-1 to PUD
Z-2-03(see Z-8-04)	Merriam Pointe Bldgs. B&C	67th & W. Frontage	Final Plan
Z-2-03(see Z-8-04)	Merriam Pointe Car Dealership	67th & W. Frontage	Final Plan
Z-2-03(see Z-8-04)	Merriam Pointe Pvt. Streets	67th & W. Frontage	Final Plan
	Screening for Bldgs. B&C	67th & W. Frontage	06/07/06
	Landscape Plan/Gas Pipeline	67th & W. Frontage	06/07/06
	Merriam Pointe TDD File	67th & W. Frontage	07/20/07
Z-8-04/FP4-1007	Shawnee Mission Auto Lot 12	67th & W. Frontage	10/03/07
Z-8-04/PD2-0108	Merriam Pointe	67th & W. Frontage	01/02/08
Z-8-04/FP5-0608	Merriam Pointe Lot 11	67th & W. Frontage	06/04/08
Z-8-04/FP6-0608	Merriam Pointe Lots 9 & 10	67th & W. Frontage	06/04/08
	Merriam Pointe 2/2011 & 3/2012 Redevelopment Project Plan TIF AMENDED		
Z-8-04/PD3-0311	Merriam Pointe	67th & W. Frontage	Chg & PDP
Z-8-04/FP7-0711	Merriam Pointe/Toyota	67th & W. Frontage	FDP
Z-8-04/PD4-0312	Merriam Pointe/Lexus	67th & W. Frontage	PDP
Z-8-04/FP8-0412	Merriam Pointe/Lexus	67th & W. Frontage	FPD
Z-8-04 (0312)	Merriam Pointe Toyota/Rvsd Sign Plan	67th & W. Frontage	Rvsd. Sign Plan
Z-8-04/PD5-0412	Merriam Pointe/Infiniti	67th & W. Frontage	Chg & PDP
Z-8-04/FP9-0512	Merriam Pointe/Infiniti	67th & W. Frontage	FDP
Z-8-04/PD6-0812	Merriam Pointe/Auto Dealer.	7020 W. Frontage	PDP-Rvsd
Z-8-04/FP10-0812	Merriam Pointe/Auto Dealer.	7020 W. Frontage	FDP-Rvsd
Z-8-04 (0912)	Merriam Pointe/Auto Dealer.	67th & W. Frontage	Rvsd. Sign Plan
Z-8-04/FP11-0912	Merriam Pointe/Lexus	67th & W. Frontage	FDP-Rvsd
Z-8-04/FP12-0912	Merriam Pointe/Toyota	9505 W. 67th St.	FDP-Rvsd
Z-8-04/PD7-0717	Merriam Pointe/Merriam Luxury Imports LLC	7000 W. Frontage Rd.	PDP
Z-8-04_PD8-0817	SM Hyundai Parking Lot	7020 & 7050 W. Frontage Rd.	PDP
PA17-000006	Merriam Pointe Fifth Plat	7050 W. Frontage Rd	Final Plat

# Vicinity Map PA19-000002 Merriam Pointe Seventh Plat



Aerial View



Vicinity Map

**Staff Comments:**

Reed Family Properties, LLC (Reed Automotive) recently purchased the subject property which consists of the Hyundai automobile dealership and an undeveloped parcel to the north. Reed Automotive's representative, Viking Surveys, is requesting approval of a replat of the subject property to create two lots. The proposed Lot 2 will contain the existing dealership and Lot 1 will be a developable lot.

If approved, the replat will change the subject property back to its previous configuration. In September 2017, the previous property owner, Group 1 Automotive, replated the two lots into one and received approval of a preliminary development plan for the reconfigured property.

Currently, the subject property is partially developed with an automotive dealership and vacant land to the north of the dealership (previously 7020 W. Frontage Road). The approval of the proposed Merriam Pointe Seventh Plat will create two lots and facilitate Reed Automotive Group's desire to develop Lot 1. A development plan for both newly created lots will be required prior to the development of Lot 1.

A condition of approval is that the Merriam Pointe Seventh Plat be filed with the county prior to the approval of a development plan for the lots. A second condition of approval is that a final development plan is required prior to the development of Lot 1.

The subject property is zoned PUD-G (Planned Unit General) District and the proposed final plat will create two (2) lots (Lot 1: 187,031.56 sq. ft. and Lot 2: 182,685.96 sq. ft.).

**Comments from City staff and Public Utilities**

As part of the review process, staff provided copies of the proposed plat to the public utilities. In addition, staff solicited comments from other city departments.

The applicant has addressed all comments.

**Dedication of Right-of-Way**

No additional right-of-way is being dedicated by this plat.

**Easements**

A perimeter easement of 7.5 feet is dedicated on either side of the property line dividing Lot 1 and Lot 2.

The remaining easements shown on the plat are existing.

**Access**

Following the approval of the plat, the subject property will have direct access to W. Frontage Road.

**Lots**

Total Area: Approximately 8.48± acres (369,805± sq. ft.)

Lot 1: 4.29± acres (187,031.56± sq. ft.)

Lot 2: 4.19± acres (182,685.96± sq. ft.)

**Public Utilities**

The subject property has access to all required public utilities.

**Staff Recommendation:**

Community Development staff finds that the applicant's proposal is in order for approval and forwarding it to the City Council for the acceptance of easements.

1. The plat must be filed with Johnson County prior to the approval of a final development plan for Lot 1.
2. Approval of a final development plan is required prior to the development of Lot 1.

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Bryan P. Dyer, AICP  
Community Development Director  
March 6, 2019



**REGULAR PLANNING COMMISSION MEETING  
CITY OF MERRIAM, KANSAS  
9001 W. 62<sup>nd</sup> St.  
COUNCIL CHAMBERS  
MINUTES**

**March 6, 2019  
7:00 P.M.**

The Regular Planning Commission meeting for the City of Merriam, Kansas was called to order at 7:00 p.m. by Chair Brian Dailey on Wednesday, March 6, 2019 in the Council Chambers with the Chair inviting everyone present to participate in the Pledge of Allegiance to the Flag.

**I. ROLL CALL**

Members Present: Bill Bailey, Secretary  
Reuben Cozmyer  
Brian Dailey, Chair  
Judy Devereay  
Mitchell Fowler  
Leah Ann McCormick, Vice Chair  
Russ Harmon  
Cole Stephens

Members Absent: Bill Carter

Also Present: Bryan Dyer, Community Development Director, and Nancy Yoakum, Recording Secretary.

**II. APPROVAL OF MINUTES OF FEBRUARY 6, 2019**

Chair Brian Dailey stated that the Planning Commission members had received a copy of the February 6, 2019 meeting minutes and asked if there were any corrections or additions.

Hearing no comments, Chair Brian Dailey entertained a motion.

**MITCHELL FOWLER MOVED THAT THE MINUTES OF THE PLANNING COMMISSION MEETING OF FEBRUARY 6, 2019 BE APPROVED. LEAH ANN MCCORMICK SECONDED THE MOTION. THE MOTION WAS UNANIMOUSLY APPROVED.**

**III. ITEMS OF BUSINESS**

**1. PUD19-000002 Change in Use for Group 1 Automotive at 6209 Grandview St. in a PUD-G (Planned Unit Development-General) District.**

Chair Brian Dailey presented to the Planning Commission application PUD19-000002 for a Change in Use for Group 1 Automotive located at 6209 Grandview St. in a PUD-G (Planned Unit Development-General) District.

Community Development Director Bryan Dyer stated this is for a change in use for property located at 62<sup>nd</sup> Terr. and Grandview St. and reviewed the site location and surrounding uses. Mr. Dyer stated there are two (2) parcels that include a building. Mr. Dyer stated the change in use is to add automobile sales and services.

Mr. Dyer stated that the current property owner David Johnson has entered into an agreement to sell the property to Group 1 Automotive. Mr. Dyer stated that Group 1 Automotive own the Baron BMW and Mini Cooper dealerships.

Mr. Dyer stated the property is zoned Planned Unit Development-General and the development plan was approved by the Planning Commission in 1994. Mr. Dyer stated it was approved for a print shop, which was built. The applicant Group 1 Automotive is requesting to add automotive sales and services to the property. Mr. Dyer stated the applicant is forwarding a development plan showing the site as it currently exists. The applicant has indicated that they do intend to redevelop the site at a future date. Mr. Dyer stated the applicant's first priority is to purchase the property and then come back to the Planning Commission once they determine the final configuration for the property. Mr. Dyer stated the applicant is planning to add additional landscaping along the perimeter of the property.

Mr. Dyer stated since the application is a change in use the Golden Factors apply to this property, and are listed in the staff report. Mr. Dyer reviewed the highlights of the factors. Mr. Dyer stated it also complies with the Master Plan.

Mr. Dyer stated the applicant was asked to provide parking calculations and staff calculated 16 spaces, the applicant is providing 17 spaces.

Mr. Dyer stated the staff report has 6 (six) conditions of approval which were highlighted.

Mr. Dyer stated he would answer any questions of the Planning Commissioners and that the applicant's representative was present as well.

Chair Brian Dailey inquired if any of the Planning Commissioners had questions for Mr. Dyer. Hearing none, he invited to the applicant to address the Planning Commission.

Birk Ayer, Civil Engineer, representing Group 1 Automotive, 1889 Landry Ln., Rock Hill, SC introduced himself to the Planning Commission and stated he would answer any questions the Planning Commission had.

Chair Brian Dailey inquired if there were any questions for the applicant. Hearing none, he inquired if there was anyone from the audience that wished to speak. Hearing none, he entertained a motion.

**REUBEN COZMYER MOVED THAT THE PLANNING COMMISSION APPROVE APPLICATION PUD19-000002 CHANGE IN USE FOR GROUP 1 AUTOMOTIVE AT 6209 GRANDVIEW ST. WITH THE CONDITIONS LISTED IN THE STAFF REPORT. JUDY DEVEREY SECONDED THE MOTION. THE MOTION WAS UNANIMOUSLY APPROVED.**

**2. PA19-000002 Final Plat for Merriam Pointe Seventh Plat located at 7050 W. Frontage Rd. in a PUD-G (Planned Unit Development-General) District.**

Chair Brian Dailey presented to the Planning Commission application PA19-000002 for a Final Plat for Merriam Pointe Seventh Plat in a PUD-G (Planned Unit Development-General) District.

Community Development Director Bryan Dyer stated this property is located at the Hyundai automotive dealership on West Frontage Rd. and I-35, and reviewed the site location and surrounding uses.

Mr. Dyer stated the area is zoned Planned Unit Development-General. Mr. Dyer stated that Reed Family Properties recently purchased the properties from Group 1 Automotive. Mr. Dyer stated when Group 1 Automotive owned the properties; they came before the Planning Commission for a preliminary development plan and plat that combined the two properties.

Mr. Dyer stated that Reed Automotive has requested to split the property back into two (2) lots, which was the original configuration. Mr. Dyer stated the property is approximately 8.5 acres, and the division of the property will split the property into almost equal lots 4.29 and 4.19 acres.

Mr. Dyer stated he would answer any questions of the Planning Commissioners.

Chair Brian Dailey inquired if any of the Planning Commissioners had questions for Mr. Dyer. Hearing none, he invited to the applicant to address the Planning Commission.

Randy Reed, 6123 Julian Dr., Parkville, MO introduced himself to the Planning Commissioners. Mr. Reed stated he is the principal owner of Reed Family Properties and they recently purchased the Hyundai dealership from Group 1 Automotive. Mr. Reed stated they are looking to build a Chrysler/Jeep/Dodge Ram facility at this location. Mr. Reed stated their current dealership is located on Metcalf Ave., which is a lease that terminated in June of 2020. Mr. Reed stated they would like to relocate the dealership to the 4.3 acres. Mr. Reed stated in order to build the dealership; the two (2) lots need to be separated to meet the requirements for the franchise they represent.

Chair Brian Dailey inquired if there was any additional questions. Hearing none, he entertained a motion.

**LEAH ANN MCCORMICK MOVED THAT THE PLANNING COMMISSION APPROVE APPLICATION PA19-000002 FINAL PLAT FOR REED AUTOMOTIVE AT 7050 W. FRONTAGE RD. FOR MERRIAM POINTE SEVENTH PLAT WITH THE CONDITIONS LISTED IN THE STAFF REPORT AND FORWARD IT TO CITY COUNCIL FOR ACCEPTANCE OF EASEMENTS. MITCHELL FOWLER SECONDED THE MOTION. THE MOTION WAS UNANIMOUSLY APPROVED.**

#### IV. BUSINESS FROM THE FLOOR

- Mr. Dyer stated since it has been cold and snowy construction in the city has been slow with the exception of some tenant finishes in progress.
- The ENT building tenant finish is in progress and should be complete in the spring/summer.
- Comprehensive Plan Update-Review Group reviewed the request for proposals, and narrowed the list down to three (3) groups that were interviewed yesterday. There will be a firm recommendation for the City Council to consider at the March 25, 2019 meeting.

Commissioner Russ Harmon inquired about the old school property and 71<sup>st</sup> St. and Switzer.

Mr. Dyer stated an application has been submitted for next month's Planning Commission meeting. Mr. Dyer stated the developer would be having an informational meeting for the residents at Edelweiss and the area north of the property.

Commissioner Reuben Cozmyer inquired if there has been any progress with the vacant K-mart building.

Mr. Dyer stated not at this time, but Freddy's Frozen Custard & Steak burgers is moving forward with plans for the old Winsted's building.

**V. UNFINISHED BUSINESS**

None

**VI. OLD BUSINESS**

None

**VII. ADJOURNMENT**

With no further business for discussion, Chair Brian Dailey asked for a motion for adjournment.

**MITCHELL FOWLER MOVED FOR ADJOURNMENT.** The meeting was adjourned 7:25 p.m.

Respectfully Submitted,

Nancy B. Yoakum  
Recording Secretary

Approved:



## AGENDA ITEM INFORMATION FORM

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**AGENDA ITEM:** Consider approving a change in use (PUD19-000002) to add the use of Automotive sales and service (no outside service) to the Planned Unit Development – General (PUD-G) District located and the associated development plan for 6209 Grandview Street.

**SUBMITTED BY:** Merriam Planning Commission  
Bryan P. Dyer, Community Development Director

**MEETING DATE:** March 25, 2019

### PROJECT BACKGROUND/DESCRIPTION:

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

In 1992, the Planning Commission and City Council approved rezoning and preliminary/final development plans for the construction of a 17,400 sq. ft. building (6770-92). The proposed uses of the building were for warehouse and automotive service related to a limousine service. Automotive sales were not specifically approved. The construction of this facility was never realized.

In 1994, an application was made for a change in use (6577-94). The application was subsequently approved by the Planning Commission and City Council (Ordinance 1189) for the construction of a commercial printing business for Archetype Printing at 6209 Grandview Street. The approved development plan included a 7,500 square foot building for a print shop and associated offices. The print shop closed in June, 2018 and the building has been vacant since September, 2018.

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

For this request, the Planning Commission and City Council must consider the "Golden Factors" and the factors specified in the Merriam Code. The attached staff report includes analysis of those factors and the Merriam Code development plan requirements.

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

1. Automotive storage or service shall not occur within the 6209 Grandview Street building without appropriate reviews and permits having been issued by the City of Merriam and other governmental agencies.
2. Separate sign permits and review by staff for conformance with Merriam Code are required.
3. Obtain all required city and state licenses.
4. No indoor display of vehicles allowed without review and approval by the City of Merriam.
5. Exterior lighting changes may not be made without review and approval by the City of Merriam.
6. A vertical accessible parking sign is required to be placed in front of the accessible parking space.

**CITY COUNCIL GOALS AND OBJECTIVES**

Expand the commercial tax base

**FINANCIAL IMPACT**

**Amount of Request/Contract:** \_\_\_\_\_

**Amount Budgeted:** \_\_\_\_\_

**Funding Source/Account #:** \_\_\_\_\_

**SUPPORTING DOCUMENTS**

- Planning Commission staff report
- Draft ordinance
- Development plan for 6209 Grandview Street

**ACTION NEEDED/STAFF RECOMMENDATION**

The City Council concur with the Planning Commission’s recommendation for approval, with conditions, of the request for change in use (PUD19-000002) to add the use of Automotive sales and service (no outside service) to the Planned Unit Development – General (PUD-G) District located and the associated development plan for 6209 Grandview Street and authorize the Mayor to sign the effectuating ordinance.

**Community Development Staff Report**  
**Planning Commission – March 6, 2019**  
**PUD19-000002 – Straub Pool and Patio – Change in Use**

**Application:** Application PUD19-000002 – Straub Pool and Patio – Change in Use

**Request:** Approval of a Change in Use – Automotive Sales and Service

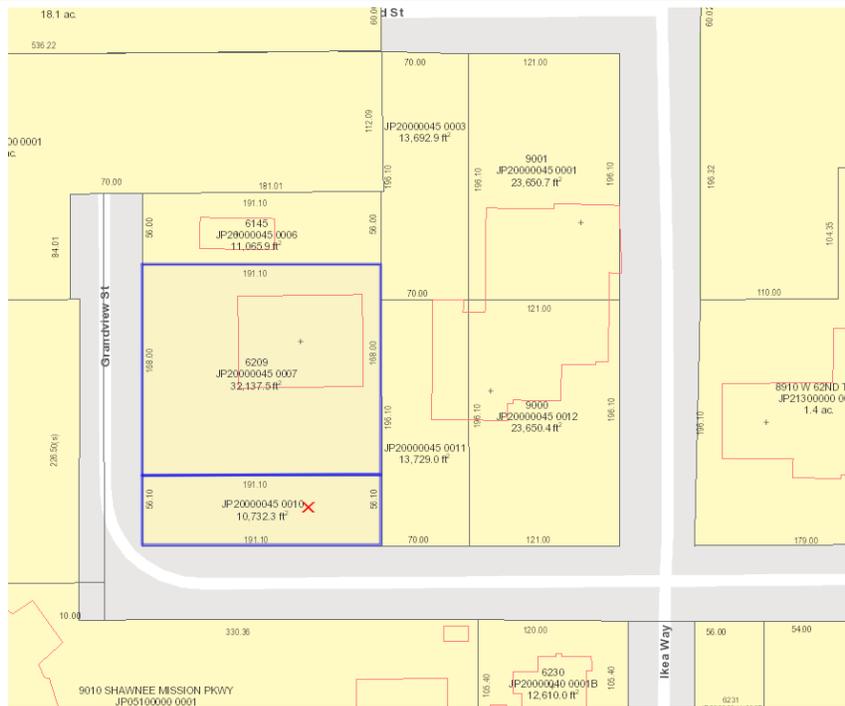
**Property Address:** 6209 Grandview Street

**Applicant:** David Johnson, property owner  
Group 1 Automotive, owner’s representative

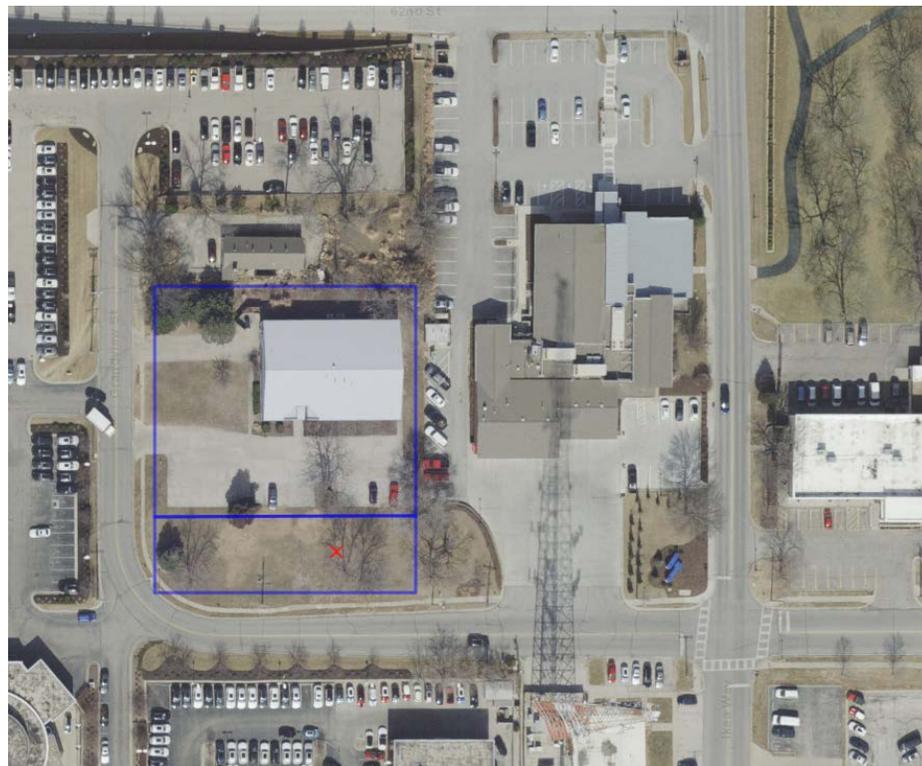
<b>Current Zoning and Land Use</b>	PUD-G (Planned Unit Development – General) District; approved for a printing facility; currently developed a print shop and associated office uses.
<b>Surrounding Zoning and Land Use</b>	PUD–G District to the north; developed with office uses;  PUD–G District to the south; developed with automotive sales and service uses;  PUD–G District to the west; developed with automotive sales and service uses;  Parks, Schools, and City Facilities to the east; developed with the City Hall facilities.
<b>Legal Description</b>	Tract A 6209 Grandview: EBY SUBDIVISION MERRIAM PARK LTS 7 THRU 9 BLK 45 & W 1/2 ADJ VAC ALLEY  Tract B 6209 Grandview: EBY SUBDIVISION MERRIAM PARK LT 10 BLK 45 & W 1/2 ADJ VAC ALLEY
<b>Property Area</b>	0.99 acres (42,869.76 sq. ft.)
<b>Existing Building</b>	7,300 sq. ft.



# Vicinity Map PUD19-000002 Change in Use – Straub Pool and Patio



General Location Map



Aerial Map

**Staff Comments:**

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

In 1992, the Planning Commission and City Council approved rezoning and preliminary/final development plans for the construction of a 17,400 sq. ft. building (6770-92). The proposed uses of the building were for warehouse and automotive service related to a limousine service. Automotive sales were not specifically approved. The construction of this facility was never realized.

In 1994, an application was made for a change in use (6577-94). The application was subsequently approved by the Planning Commission and City Council (Ordinance 1189) for the construction of a commercial printing business for Archetype Printing at 6209 Grandview Street. The approved development plan included a 7,500 square foot building for a print shop and associated offices. The print shop closed in June, 2018 and the building has been vacant since September, 2018.

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

The Kansas Supreme Court has specified in case law (*Golden v. Overland Park*) that certain factors are to be considered when making rezoning decisions. These factors are:

1. Character of the Neighborhood
2. Nearby Zoning and Uses
3. Suitability of the Property for the Current Zoning
4. Extent to which the Requested Zoning will Detrimentally Affect Nearby Property
5. Length of Time the Property has been Vacant as Zoned
6. Hardship on the Owner Compared to the Relative Gain to the Public Health, Safety and Welfare
7. Conformance with the Master (Comprehensive Plan)
8. The Recommendations of the Professional Staff

In addition, Merriam Code (Section 50-48(e)) identifies the following items to be considered by the governing body in considering a rezoning request:

1. *the character of the neighborhood;*
2. *whether the proposed use will result in increasing the amount of vehicular traffic to the point where the capacity of the street network is exceeded;*
3. *whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality or marketability of adjoining property;*
4. *whether the noise, vibration, dust or illumination that would normally be associated with such use is of such duration and intensity as to create problems for nearby property;*
5. *whether the proposed use would pollute the air, land or water;*
6. *the relative gain to the public health, safety and welfare as compared to the hardship imposed upon landowners;*
7. *whether the proposed use would result in overcrowding of land or overcrowding population;*

8. *the zoning uses of properties nearby;*
9. *the suitability of the subject property for the uses which it has been restricted;*
10. *the length of time the subject property has remained vacant as zoned;*
11. *recommendations of professional staff; and*
12. *conformance of the requested change to the adopted or recognized master plan adopted by the City.*

Staff offers the following comments regarding the Golden Factors and the items listed in (Section 50-48(e)).

**Character of the Neighborhood** (*Section 50-48(e).1*)

Finding: The subject property is located at 6209 Grandview Street. This area has two automotive sales and service uses adjacent to the subject property; Baron BMW and Baron MINI, both are owned and operated by Group 1 Automotive. Staff finds the proposed change in use to be consistent with the overall character of the neighborhood.

**Nearby Zoning and Uses** (*Section 50-48(e).8*)

Finding: The subject property is zoned in a PUD-G District. The properties to the north, west, and east of the subject property are zoned PUD-G District, with automobile sales and service as an allowable use. The property immediately north of the subject property is zoned PUD-G District with an office use. City hall is located directly to the east of the property and is zoned Parks, Schools, and Public Facilities. The proposed change in use is consistent with surrounding zoning and uses.

**Suitability of the Property for the Current Zoning** (*Section 50-48(e).9*)

Finding: The property is suitable for the existing zoning classification and is in compliance with the City of Merriam Future Land Use Map.

**Extent to which the Requested Zoning will Detrimentially Affect Nearby Property** (*Section 50-48(e).2, 3, 4, 5, and 7*)

Finding: Changing the existing allowable uses to include automotive sales and service will alter the permitted uses of the subject site. It is anticipated that the change in uses will not significantly increase the amount of traffic to the site. Staff finds that the requested change in use will not detrimentally affect nearby property.

**Length of Time the Property has been Vacant as Zoned** (*Section 50-48(e).10*)

Finding: The property was developed in 1994 and has been vacant since September 2018.

**Hardship on the Owner Compared to the Relative Gain to the Public Health, Safety and Welfare** (*Section 50-48(e).6*)

Finding: This factor requires the hardship of the owner if the proposed use is not approved to be weighed against the gain to the general public if the proposed use and development plan are approved. If denied, the building will remain vacant until an acceptable use is approved. There is no gain to the public health, safety, and welfare from denying the proposed change in use.

**Conformance with the Master (Comprehensive Plan)** (*Section 50-48(e).12*)

Finding: The property is shown as Commercial Retail on Map 07a of the existing Comprehensive Plan land use map. The property is shown as Retail Commercial/Office on Map 08a of the Comprehensive Plan future land use map. Because Retail Commercial/Office zoning districts permit automotive sales

and service, the proposed change in use is in conformance with the City of Merriam Comprehensive Plan.

**Comments from Public**

Staff have received no comments from the public.

**Stormwater Management** (Article III of Merriam Code)

Not applicable. No changes in impervious surface are being proposed.

**Pedestrian Circulation and access**

Not applicable. No changes to the approved site plan are being proposed.

**Landscaping** (Section 74-85 of the Merriam Code)

Additional landscaping and irrigation are proposed as part of this change in use. Staff has reviewed these additions and finds them consistent with requirements found in Merriam Code.

**Parking Requirements** (Section 74-536 of the Merriam Code)

The site has 18 parking spaces dedicated for customer, display and employee parking. Per Merriam Code 16 parking spaces are required.

Merriam Code requires one parking space for each 300 square feet of office area. Code requires at least one parking space for each 3,000 square feet of open lot area devoted to the storage, sale and display of motor vehicles. Interior showroom areas require one parking space per 400 square foot of interior display area. One parking space per employee is required.

Interior showroom square footage of 1,200 square feet / 400 -	3 spaces required
Office area of 2,400 square feet -	8 spaces required
Warehouse - 0 spaces required (no vehicles on site associated with the warehouse use)	
Lot area for display is 3,000 square feet / 3,000 -	1 space required
Four employees -	4 spaces required

A portion of the existing parking is located within the front yard setback of 30 feet. Due to there being no proposed parking or circulation changes, and the additional landscaping proposed, the Planning Commission may wish to consider waiving the setback requirement as related to the existing parking location.

Staff anticipates two parking spaces are available on the existing driveway on the west side of the building.

**Lighting Plan**

Not applicable. No changes in exterior lighting are being proposed. Plans have noted exterior lighting changes may not be made without review and approval by the City of Merriam.

**Elevation Drawings**

Not applicable. No changes in exterior building elevations are being proposed.

**Sign Scheme** (Section 53-67 of the Merriam Code)

No signage changes are proposed at this time. A condition of approval is recommended that separate sign permits and review by staff for conformance with Merriam Code are required.

**Staff Recommendation:**

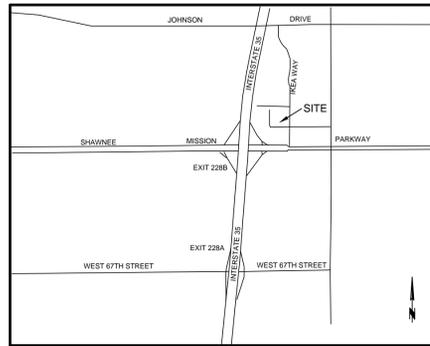
The Community Development staff finds that the applicant's request for a change in use to add automotive sales and vehicle repair uses is in order for consideration for a recommendation of approval and forwarding it to the City Council subject to the following conditions:

1. Automotive storage or service shall not occur within the 6209 Grandview Street building without appropriate reviews and permits having been issued by the City of Merriam and other governmental agencies.
2. Separate sign permits and review by staff for conformance with Merriam Code are required.
3. Obtain all required city and state licenses.
4. No indoor display of vehicles allowed without review and approval by the City of Merriam.
5. Exterior lighting changes may not be made without review and approval by the City of Merriam.
6. A vertical accessible parking sign is required to be placed in front of the accessible parking space.

---

Bryan P. Dyer, AICP  
Community Development Director  
March 6, 2019

VICINITY MAP



SITE DATA

- TOTAL SITE AREA IS 0.98 ACRES OR 42,802 SF.
- TAX PARCEL NUMBERS: JP20000045 0007 AND JP20000045 0010
- CURRENT ZONING: PUD-G - PLANNED UNIT DEVELOPMENT - GENERAL
- PROPERTY ADDRESS: 6209 GRANDVIEW STREET, MERRIAM, KS
- PROPOSED USE: AUTOMOBILE SALES & SERVICE INCLUDING REPAIR.
- BOUNDARY AND LOCATION DATA TAKEN FROM FIELD SURVEY PREPARED BY LANDCO, L.P., ENTITLED, "ALTA/NSPS LAND TITLE SURVEY OF 6209 GRANDVIEW STREET, MERRIAM, KS 66202, JOHNSON COUNTY, ARCHETYPE PRINTING" DATED 12-5-2018, LAST REVISED 12-20-18.

- PROPERTY OWNER OF RECORD: DAVID M. JOHNSON  
7416 MULLEN STREET  
SHAWNEE, KS 66216
- TOTAL PARKING SPACES: EXISTING = 18 UNSTRIPED PARKING STALLS  
PROPOSED = 17 STRIPED PARKING STALLS

CATEGORY	REQUIRED SPACES
INTERIOR DISPLAY (1200 SF X 1 SP/400 SF):	3
EXTERIOR DISPLAY (MAX 3000 SF X 1 SP/3000 SF):	1
WAREHOUSE (3550 SF AND VEHICLE ONSITE):	0
OFFICE SPACE (2400 SF X 1 SP/300 SF):	8
EMPLOYEES (4)	4
<b>TOTAL</b>	<b>16</b>

- ZONING STANDARDS
  - MAX BUILDING COVERAGE NONE
  - MAX BUILDING HEIGHT NONE
- ALL CONSTRUCTION SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE CITY OF MERRIAM, KS, WATER ONE, AND JOHNSON COUNTY WASTEWATER.
- UTILITY PROVIDERS
 

WATER	WATER ONE	913-895-1800
SEWER	JOHNSON COUNTY WASTEWATER	913-715-8500
ELECTRIC	KANSAS CITY POWER & LIGHT	816-471-5275
TELEPHONE	TIME WARNER CABLE	816-743-2477
CABLE T.V.	TIME WARNER CABLE	816-743-2477
NATURAL GAS	KANSAS GAS SERVICE	800-794-4780

- JOHNSON COUNTY WASTEWATER (JCW) PERMITS FOR BUILDING ADDITIONS OR RENOVATION ARE REQUIRED. PLEASE CONTACT JCW PERMIT GROUP FOR ADDITIONAL INFORMATION AT 913-715-8520.
- THE SUBJECT PROPERTY IS LOCATED IN AN AREA LABELED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN) AS DETERMINED BY FEMA FLOOD INSURANCE RATE MAP NUMBER 20091C0022G, EFFECTIVE DATE AUGUST 3, 2009.
- EXISTING LIGHT FIXTURES WILL BE RETAINED FOR OFF-STREET PARKING (CUT-OFF STYLE FIXTURES), LIGHTING SHALL CONFORM TO MERRIAM CODE OF ORDINANCES.
- ALL MECHANICAL UNITS WILL BE SCREENED.
- NO EXTERNAL LOUDSPEAKERS SHALL BE INSTALLED ON THE SITE.
- VEHICLE LOADING & UNLOADING SHALL BE ONSITE & NOT IN THE RIGHT-OF-WAY.
- ALL DISTURBED GREEN SPACE WILL BE SODDED.
- ALL NPDES REGULATIONS WILL BE MET.
- ALL ADA REGULATIONS WILL BE MET.
- SERVICING OF AUTOMOBILES OR VEHICLES PARKED INDOORS WILL NOT BE PERMITTED WITHOUT APPROPRIATE JURISDICTIONAL APPROVALS FROM THE CITY AND/OR JOHNSON COUNTY.
- IRRIGATION SHALL NOT BE INSTALLED IN CITY RIGHT-OF-WAY.
- NO NEW LIGHTING IS PROPOSED. NO NEW LIGHTING MAY BE INSTALLED WITHOUT PRIOR REVIEW AND APPROVAL OF A LIGHTING PLAN BY CITY OF MERRIAM.

LANDSCAPE NOTES

- ALL DISTURBED AREAS NOT SPECIFIED AS LANDSCAPE AREA, SOD OR HARDSCAPE TO BE SODDED.
- CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO INSTALLATION, NOTIFY ENGINEER/ARCHITECT IF FIELD CONDITIONS WARRANT ADJUSTMENT OF PLANT LOCATIONS.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING EXISTING UTILITIES AND IS RESPONSIBLE TO REPLACE AND/OR REPAIR ANY DAMAGE TO EXISTING UTILITIES THAT MAY OCCUR.
- CONTRACTOR TO PROVIDE IRRIGATION PLAN TO ENGINEER/ARCHITECT FOR REVIEW AND APPROVAL.
- COORDINATE LANDSCAPE INSTALLATION WITH IRRIGATION CONSTRUCTION.
- ENSURE FINAL GRADES IN LANDSCAPED AND GRASSED AREAS PROVIDE POSITIVE DRAINAGE.
- FINAL GRADES FOR GRASSED AND LANDSCAPED AREAS SHALL REQUIRE A MINIMUM OF 4"-6" OF UNCOMPACTED, CLEAN TOPSOIL, FREE OF DEBRIS AND CONTAMINANTS, AND PREFERABLY OF NATIVE ORIGIN.
- ALL TREE PITS, SHRUB BEDS AND PREPARED PLANTING BEDS ARE TO BE COMPLETELY EXCAVATED IN ACCORDANCE WITH THE PLANTING DETAILS.
- SOIL REQUIRED FOR PLANTING MIXES SHALL BE PROVIDED BY THE CONTRACTOR WHO SHALL LOAD, HAUL, MIX AND DISTRIBUTE ALL TOPSOIL AND AMENDMENTS SUCH AS ORGANICS, HUMUS, COMPOSTED MATERIAL OR NATIVE MATERIAL AS REQUIRED.
- FOR NEW PLANTING AREAS, REMOVE ALL PAVEMENT, GRAVEL SUB BASE AND CONSTRUCTION DEBRIS. LOOSEN COMPACTED SOIL TO MINIMUM 24" DEPTH AND PROVIDE SOIL AMENDMENTS MIXED INTO THE TOP 18" MINIMUM OR FOR UNCOMPACTED AREAS, AMEND THE TOP 18" OF EXISTING SOIL TO MEET TOPSOIL/PLANTING MIX STANDARDS.
- PLANTING MIX SHALL BE NATURAL, FERTILE AGRICULTURAL TOPSOIL, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT MAY BE DEVELOPED BY AMENDING THE EXISTING SOIL OR REMOVING THE EXISTING SOIL AND REPLACING WITH NEW SOIL. IT SHALL BE FREE OF STONES AND OTHER LIVE PLANTS OR THEIR ROOTS, STICKS AND/OR ANY OTHER OTHER THAN FRIABLE SOIL.
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ANY FIELD ADJUSTMENTS REQUIRED TO AVOID DRAINAGE PATTERNS OR STRUCTURES, UTILITIES, UNDERGROUND OR OVERHEAD OR RELOCATIONS OF PROPOSED VEGETATION BECAUSE OF SITE CONDITIONS, REGARDLESS OF PLACEMENT REPRESENTED ON THE APPROVED PLAN.

LEGAL DESCRIPTION

THE SUBJECT PROPERTY IS COMPRISED OF 2 PARCELS.  
 JP20000045 0007  
 LOTS 7, 8, AND 9, BLOCK 45, AND THE WEST ONE HALF (1/2) OF THE ADJACENT VACATED ALLEY, EBY SUBDIVISION, MERRIAM PARK, CITY OF MERRIAM, JOHNSON COUNTY, KANSAS  
 JP20000045 0010  
 LOT 10, BLOCK 45, AND THE WEST ONE HALF (1/2) OF THE ADJACENT VACATED ALLEY, EBY SUBDIVISION, MERRIAM PARK, CITY OF MERRIAM, JOHNSON COUNTY, KANSAS  
 THE PROPERTY DESCRIBED AND SHOWN IS THE SAME PROPERTY THAT IS DESCRIBED IN THE TITLE REPORT PREPARED BY THE CHICAGO TITLE INSURANCE COMPANY, HAVING AN ORDER NUMBER OF 187333, WITH AN EFFECTIVE DATE OF NOVEMBER 13, 2018.

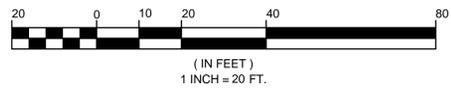
LEGEND

AE	- AERIAL EASEMENT
BL	- BUILDING LINE
BLDC	- BUILDING
ESMT	- EASEMENT
FND	- FOUND
HL&P	- HOUSTON LIGHTING & POWER
IP	- IRON PIPE
IR	- IRON ROD
HCOR	- HARRIS COUNTY CLERKS FILE
BHL	- BUILDING HEIGHT LOCATION
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCING
PS	- PARKING SPACES
R/W	- RIGHT OF WAY
SQ. FT.	- SQUARE FEET
UE	- UTILITY EASEMENT
CL	- CHAIN LINK FENCE
GI	- GRATED INLET
CB	- CABLE BOX
EB	- ELECTRIC BOX
EMH	- ELECTRIC MH
FH	- FIRE HYDRANT
FOM	- FIBER OPTIC MARKER
FP	- FLAG POLE
GM	- GAS METER
GV	- GAS VALVE
CI	- CURB INLET
LP	- LIGHT POLE
FM	- FOUND MONUMENT
SP	- SET PIN
PM	- PIPELINE MARKER
FP	- POWER POLE
SP	- SERVICE POLE
SM	- SANITARY MANHOLE
SMH	- STORM MANHOLE
TF	- TELEPHONE PEDESTAL
TR	- TRANSFORMER
TSP	- TRAFFIC SIGNAL BOX
TSP	- TRAFFIC SIGNAL POLE
UCM	- UNDERGROUND CABLE MARKER
W	- WATER WELL
WM	- WATER METER
WV	- WATER VALVE
B	- BENCHMARK
H	- HANDICAP SPACE
OP	- OVERHEAD POWER LINE
UF	- UNDERGROUND FIBER OPTIC LINE
UG	- UNDERGROUND GAS LINE
USS	- UNDERGROUND SANITARY SEWER LINE

IRRIGATION REQUIREMENTS

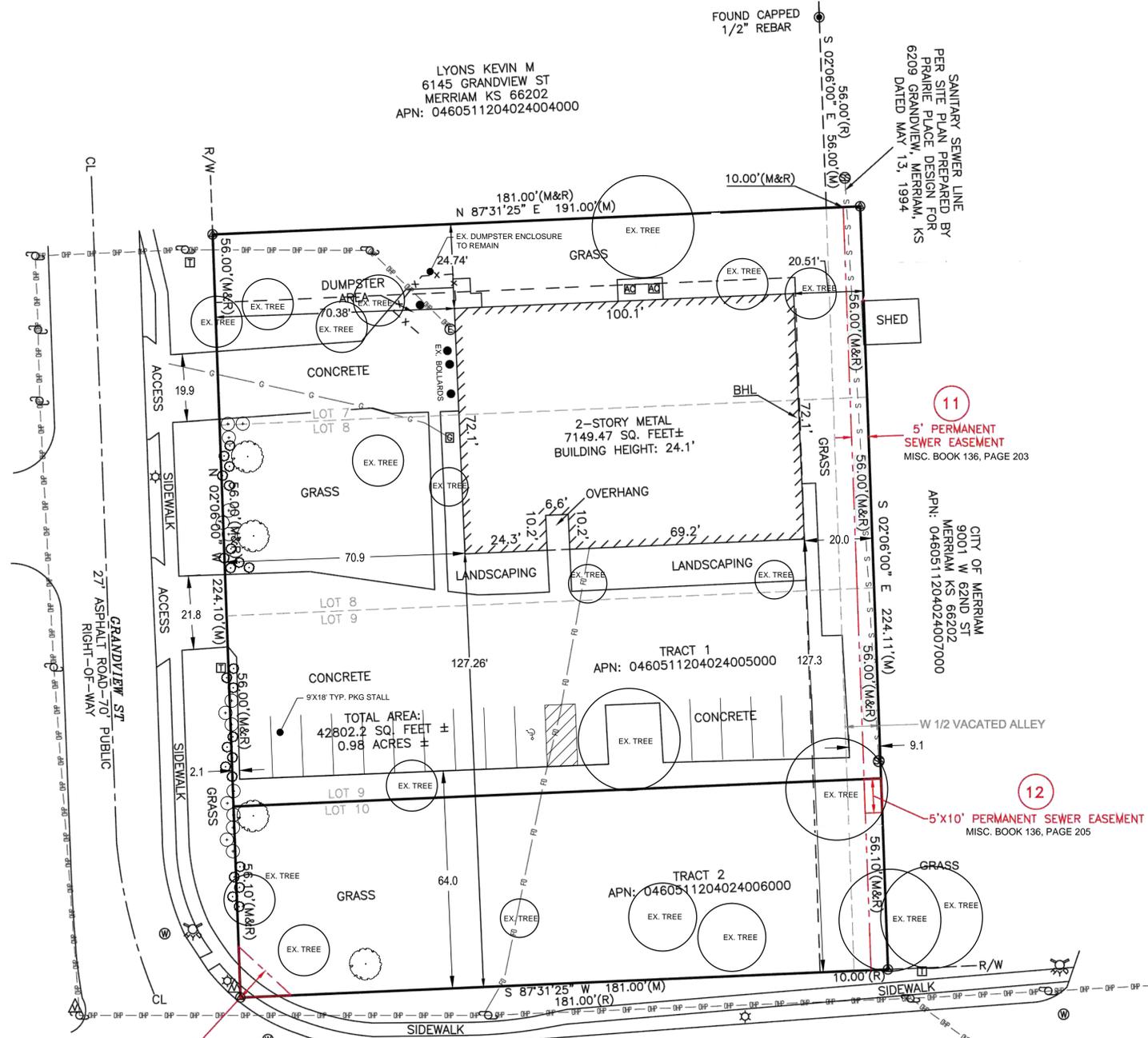
CONTRACTOR SHALL DESIGN AND INSTALL A COMPLETE FUNCTIONING IRRIGATION SYSTEM FOR ALL TURF AND PLANTING AREAS, WITHIN PROJECT CONSTRUCTION LIMITS. CONTRACTOR SHALL SUBMIT IRRIGATION PLANS FOR ENTIRE SYSTEM TO ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. PLANS SHALL INCLUDE A COMPLETE SEPARATION OF SHRUB AND TURF AREAS. PLANS SHALL INCLUDE CONTROLLER, ALL SLEEVING, ELECTRIC VALVES, HEADS, LATERALS, MAINS, DRIP LINES CONNECTIONS TO EQUIPMENT, AND ALL OTHER COMPONENTS NECESSARY FOR A WORKING IRRIGATION SYSTEM. ALL CONTROLLERS, VALVES AND HEADS TO BE MADE BY THE SAME MANUFACTURER. BACKFLOW PREVENTOR TO BE PROVIDED BY CONTRACTOR AND SHALL CONFORM TO REQUIREMENTS OF LOCAL AUTHORITIES. SEE ELECTRICAL PLANS FOR LOCATION OF CONTROLLER

GRAPHIC SCALE



PLANTING LEGEND & SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE
(Symbol)	ACER GINNALA	AMUR MAPLE	4	2" MIN., 8' HT.
(Symbol)	ILEX X GLABRA	INKBERRY HOLLY	15	2' WIDE, 2' HT.
(Symbol)	BERBERIS THUNBERGII 'CRIMSON PIGMY'	CRIMSON PIGMY BARBERRY	23	18" HT., MIN.



13 PERMANENT STREET EASEMENT  
 VOLUME 3714, PAGE 367

SANITARY SEWER LINE  
 PER SITE PLAN PREPARED BY  
 PRARIE PLANE DESIGN FOR  
 6209 GRANDVIEW, MERRIAM, KS  
 DATED MAY 13, 1994

11 5' PERMANENT SEWER EASEMENT  
 MISC. BOOK 136, PAGE 203

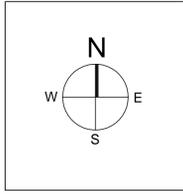
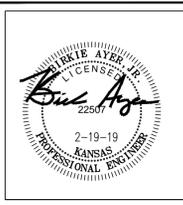
CITY OF MERRIAM  
 9001 W 62ND ST  
 MERRIAM, KS 66202  
 APN: 0460511204024007000

12 5'x10' PERMANENT SEWER EASEMENT  
 MISC. BOOK 136, PAGE 205

W 62 TERRACE  
 VARIABLE WIDTH ASPHALT ROAD  
 60' PUBLIC RIGHT-OF-WAY

NO.	DATE	REV. PER CITY REVIEW COMMENTS	DESCRIPTION
1	2-19-2019		

**BIRKIE AYER, JR., P.E.**  
 PROFESSIONAL ENGINEERING SERVICES  
 215 Johnston Street  
 Rock Hill, SC 29730  
 Phone: 803-328-5858



FINAL DEVELOPMENT PLAN  
 FOR  
**GROUP 1 AUTO CAR SALES**  
 6209 GRANDVIEW STREET  
 CITY OF MERRIAM  
 JOHNSON COUNTY, KANSAS

**SITE & LANDSCAPE PLAN**

DATE:	2-4-2019
SCALE:	1"=20'
JOB NO.	2019-5
SHEET:	<b>1</b> OF <b>1</b>



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE AN ADDITIONAL USE OF AUTOMOBILE SALES AND SERVICE (NO OUTSIDE SERVICE) (PUD 19-000002) FOR A PROPERTY GENERALLY LOCATED AT 6209 GRANDVIEW STREET IN THE CITY OF MERRIAM, JOHNSON COUNTY KANSAS.**

WHEREAS, the property owner(s) of record of the property legally described herein below made application for the approval of Automobile sales and service (no outside service) use (PUD19-000002) and;

WHEREAS, on June 1, 1987, the Merriam City Council approved Ordinance #1049 zoning the subject property Planned Unit Development – General (PUD-G) District and the associated preliminary development plan for a swimming pool. That facility was not constructed;

WHEREAS, on April 20, 1992, the Merriam City Council approved Ordinance #1137 approving a preliminary development plan to construct a new commercial building on the subject property. The building was not constructed;

WHEREAS, on January 24, 1994, the Merriam City Council approved Ordinance #1189 for a preliminary development plan for the construction of a new commercial building on the subject which was subsequently constructed;

WHEREAS, all newspaper and mailed notifications were performed and a public hearing was properly held before the City Planning Commission on March 6, 2019; and

WHEREAS, the Planning Commission recommended that the City Council approve of adding the use of Automobile sales and service (no outside service) to the existing approved uses.

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

**SECTION 1.** That the Governing Body, in making its decision on the application for a change in use, considered the evidence forwarded to it by the City Planning Commission including minutes from the meeting, staff report, and site plan, as well as the criteria contained in the City's Zoning Regulations and as required by Kansas law;

**SECTION 2.** That the Governing Body hereby adopts the recommendation by the Planning Commission to approve adding Automobile sales and service (no outside service) to the existing permitted uses (PUD 19-000002) on the subject property:

Legally Described as:

EBY SUBDIVISION MERRIAM PARK LTS 7 THRU 9 BLK 45 & W 1/2 ADJ VAC ALLEY and

EBY SUBDIVISION MERRIAM PARK LT 10 BLK 45 & W 1/2 ADJ VAC ALLEY

Commonly known as:

6209 Grandview Street

**SECTION 3.** The Governing Body approves the addition of Automobile sales and service (no outside service)

use to the PUD-G (Planned Unit Development – General) District and the associated development plan for the subject property;

**SECTION 4.** The existing approved use for the subject property shall remain in effect;

**SECTION 5.** The Governing Body has reviewed application documents, which include the staff report and Planning Commission minutes, which are hereby incorporated by reference. The Governing Body places the following conditions on the approval:

1. Automotive storage or service shall not occur within the 6209 Grandview Street building without appropriate reviews and permits having been issued by the City of Merriam and other governmental agencies.
2. Separate sign permits and review by staff for conformance with Merriam Code are required.
3. Obtain all required city and state licenses.
4. No indoor display of vehicles allowed without review and approval by the City of Merriam.
5. Exterior lighting changes may not be made without review and approval by the City of Merriam.
6. A vertical accessible parking sign is required to be placed in front of the accessible parking space.

**SECTION 6.** This ordinance shall take effect and be enforced from and after its passage, approval and publication in the official City newspaper, all as provided by law.

PASSED by the Governing Body of the City of Merriam on the 25<sup>th</sup> day of March, 2019.

APPROVED AND SIGNED by the Mayor on the 25<sup>th</sup> day of March, 2019.

(Seal)

\_\_\_\_\_  
Ken Sissom, Mayor

ATTEST:

\_\_\_\_\_  
Juliana Pinnick, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nicole Proulx Aiken, City Attorney



## AGENDA ITEM INFORMATION FORM

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

**SUBMITTED BY:** Nicole Proulx Aiken, city attorney

**MEETING DATE:** March 25, 2019

### PROJECT BACKGROUND/DESCRIPTION:

Effective April 1, 2019, state law will allow:

- CMB retailers, such as convenience stores, to sell beer containing up to 6% alcohol by volume; and
- Alcoholic liquor retailers to sell CMB.

This ordinance amends sections of the Merriam Code concerning alcoholic liquor and CMBs to align with the new state law. If approved by the council, the ordinance will take effect on April 1, 2019.

The police chief and city prosecutor reviewed this ordinance. The city council conducted a first reading of this ordinance at its March 11, 2019, meeting.

### CITY COUNCIL GOALS AND OBJECTIVES

Enhance Community Identity and Connections & Maintain Economic Vitality

### FINANCIAL IMPACT

**Amount of Request/Contract:** \_\_\_\_\_

**Amount Budgeted:** \_\_\_\_\_

**Funding Source/Account #:** \_\_\_\_\_

### SUPPORTING DOCUMENTS

Redline version of ordinance

### ACTION NEEDED/STAFF RECOMMENDATION

Staff recommends the city council approve this ordinance amending sections of the Merriam Code concerning alcoholic liquor and CMBs.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 5 OF THE CODE OF ORDINANCES OF THE CITY OF MERRIAM, KANSAS CONCERNING ALCOHOLIC BEVERAGES; AMENDING SECTIONS 5-1, 5-5, 5-38, 5-45, 5-47, 5-48, 5-50, 5-52, 5-54, AND 5-80; AND REPEALING THE SECTIONS HEREBY AMENDED.**

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

SECTION 1. That section 5-1 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alcoholic liquor* means alcohol, spirits, wine, beer, and alcoholic candy (as those terms are defined in K.S.A. [41-102](#) and amendments thereto), and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed by a human being, but shall not include cereal malt beverage (CMB).

*Alcoholic liquor retailer* means a person who is licensed under the Kansas liquor control act, K.S.A. 41-101 et seq., and Article III of this chapter who sells at retail, or offers for sale at retail, alcoholic liquors or cereal malt beverages. "Alcoholic liquor retailer" does not include a microbrewery, microdistillery or a farm winery.

Beer means a beverage, containing more than 3.2% alcohol by weight, obtained by alcoholic fermentation of an infusion or concoction of barley, or other grain, malt and hops in water and includes beer, ale, stout, lager beer, porter, and similar beverages having such alcoholic content.

*Caterer* means an individual, partnership or corporation licensed pursuant to K.S.A. [41-2601 et seq.](#) which sells alcoholic liquor by the individual drink, and provides services relating to the serving thereof, on unlicensed premises which may be open to the public, but does not include a holder of a state or local temporary permit, selling alcoholic liquor in accordance with the terms of such permit.

*Cereal malt beverage (CMB)* means any fermented but undistilled liquor brewed or made from malt or from a mixture of malt or malt substitute or any flavored malt beverage, as defined herein, but does not include any such liquor which is more than 3.2 percent alcohol by weight.

*Class A club* means a premises licensed pursuant to K.S.A. [41-2601 et seq.](#) and which is owned or leased by a corporation, partnership, business trust or association and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans' club, as determined by the director of alcoholic beverage control of the state department of revenue, for the exclusive use of the corporate stockholders, partners, trust beneficiaries or associates (hereinafter referred to as members) and their families and guests accompanying them.

*Class B club* means a premises licensed pursuant to K.S.A. [41-2601 et seq.](#) and which is operated for profit by a corporation, partnership or individual, to which members of such club may resort for the consumption of food or alcoholic beverages and for entertainment.

*Club or private club* means a class A or class B club.

*Club and Drinking Establishment Act* means the provisions of K.S.A. [41-2601 et seq.](#) and any amendments thereto.

*Distributor* means the person importing or causing to be imported into the state or purchasing or causing to be purchased within the state, alcoholic liquor for sale or resale to retailers licensed under this chapter and the Kansas liquor control act or CMB for sale or resale to retailers licensed under this chapter and K.S.A. [41-2702](#), and amendments thereto.

*Domestic beer* means beer which contains not more than 15 percent alcohol by weight and which is manufactured in this state.

*Domestic fortified wine* means wine which contains more than 14 percent, but not more than 20 percent alcohol by volume and which is manufactured in this state.

*Domestic table wine* means wine which contains not more than 14 percent alcohol by volume and which is manufactured without rectification or fortification in this state.

*Drinking establishment* means premises licensed pursuant to K.S.A. [41-2601 et seq.](#) and that may be open to the general public, where alcoholic liquor by the individual drink is sold. "Drinking establishment" includes a railway car.

*Farm winery* means a winery licensed by the director of alcoholic beverage control of the state department of revenue to manufacture, store and sell domestic table wine and domestic fortified wine.

*Flavored malt beverage* shall have the meaning set forth in K.S.A. 2010 Supp. 41, 2729 ( [41-2729](#) ) and amendments thereto.

*Food* means any raw, cooked or processed edible substance or ingredient, other than alcoholic liquor or CMB, used or intended for use or for sale, in whole or in part, for human consumption.

*General CMB retailer* is a person who is licensed under the Kansas cereal malt beverage act, as that act is defined in K.S.A. 41-2728, and Article II of this chapter with a license to sell cereal malt beverages (CMBs) or -beer containing not more than 6% alcohol by volume at retail only for consumption on the licensed premises.

*Hard cider* means any alcoholic beverage that: (1) contains less than 8.5 percent alcohol by volume; (2) has a carbonation level that does not exceed 6.4 grams per liter; and (3) is obtained by the normal alcoholic fermentation of the juice of sound, ripe apples or pears, including such beverages containing sugar added for the purpose of correcting natural deficiencies.

*Legal age for consumption of cereal malt beverages* means 21 years of age, except that "legal age for consumption of CMB" means 18 years of age if at any time the provisions of P.L. 98-363 penalizing states for permitting persons under 21 years of age to consume CMB are repealed or otherwise invalidated or nullified.

*Limited CMB retailer* is a person who is licensed under the Kansas cereal malt beverage act, as that act is defined in K.S.A. 41-2728, and Article II of this chapter with a license to sell CMBs or beer containing not more than 6% alcohol by volume at retail only in original and unopened containers and not for consumption on the premises.

*Manufacture* means to distill, rectify, ferment, brew, make, mix, concoct, process, blend, bottle or fill an original package with any alcoholic liquor, beer or CMB.

*Manufacturer* means every brewer, fermenter, distiller, rectifier, wine maker, blender, processor, bottler or person who fills or refills an original package and others engaged in brewing, fermenting, distilling, rectifying or bottling alcoholic liquor, beer or CMB. "Manufacturer" does not include a microbrewery, microdistillery or a farm winery.

*Microbrewery* means a brewery licensed by the director of alcoholic beverage control of the state department of revenue to manufacture, store and sell domestic beer and hard cider.

*Microdistillery* means a facility which produces spirits from any source or substance that is licensed by the director of alcoholic beverage control of the state department of revenue to manufacture, store and sell spirits.

*Minor* means a person under 21 years of age.

*Morals charge* means a charge involving the sale of sexual relations; procuring any person; soliciting of a child under 18 years of age for any immoral act involving sex; possession or sale of narcotics, marijuana, amphetamines or barbiturates; rape; incest; gambling; illegal cohabitation; adultery; bigamy; or a crime against nature.

*Nonprofit, religions, charitable, fraternal, educational, or veterans' organization* shall have those meanings as ascribed and defined in K.S.A. [79-4701](#).

*Original package* means any bottle, flask, jug, can, cask, barrel, keg, hogshead or other receptacle or container whatsoever, used, corked or capped, sealed and labeled by the manufacturer of alcoholic liquor, to contain and to convey any alcoholic liquor. Original container does not include a sleeve.

*Place of business* means any place ~~where alcoholic liquor or CMBs are sold, at which CMBs or beer containing not more than 6% alcohol by volume are sold.~~

*Premises* means the specific area described in the license application and approved as the location upon which the CMB or alcoholic liquor may be sold or consumed under the license.

*Railway car* means a locomotive drawn conveyance used for the transportation and accommodation of human passengers that is confined to a fixed rail route and which derives from sales of food for consumption on the railway car not less than 30 percent of its gross receipts from all sales of food and beverages in a 12-month period.

*Sale* means any transfer, exchange or barter in any manner or by any means whatsoever for a consideration, and includes all sales made by any person, whether principal, proprietor, agent, servant or employee.

*School* means any institution of learning, whether public or private. This definition includes, but is not limited to, a primary school, secondary school, trade school, college and university.

*Sell at retail* and *sale at retail* mean sales for use or consumption and not for resale in any form and sales to clubs, licensed drinking establishments, licensed caterers or holders of temporary permits. "Sell at retail" and "sale at retail" do not refer to or mean sales by a distributor, a microbrewery, a farm winery, a licensed club, a licensed drinking establishment, a licensed caterer or a holder of a state or local temporary permit.

*Sleeve* means a package of two or more 50-milliliter (3.2-fluid-ounce) container of spirits.

*Special event* means a picnic, bazaar, festival or other similar community gathering, which has been approved by the city council.

*State temporary permit* means a temporary permit issued by this state pursuant to K.S.A. [41-2601](#), and amendments thereto and does not mean a local temporary alcoholic liquor permit or local CMB special event retailer's permit issued by the city pursuant to article VII of this chapter.

*To sell* means to solicit or receive an order for, to keep or expose for sale and to keep with intent to sell.

SECTION 2. That section 5-5 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-5. - Standards of conduct.

It is unlawful for any licensee or permit holder under this chapter to:

- (1) Allow, without preventing or suppressing, any violent quarrel, disorder, brawl, fight or other unlawful conduct of any person on the premises. As used in this section, the term "premises" includes the licensed premises and the parking lots and areas around the business which are owned, maintained or used as part of the business.
- (2) Fail to immediately report to the police any illegal or violent act committed on the premises when the licensee or permit holder, or employee thereof, knew or should have known that the act occurred on the premises.
- (3) Fail to cooperate fully with law enforcement authorities during an investigation of an illegal or violent act committed on the premises.
- (4) Operate the business in such a manner that it constitutes a nuisance.
- (5) Fail to take appropriate and necessary steps to supervise the outdoor area of the premises including keeping the area free from litter and preventing the parking area from becoming a gathering place for customers of the business.
- (6) Fail to produce, upon request or demand during regular business hours by any police officer of the city, for inspection, copying or other purposes consistent with the provisions of this chapter, a list which correctly reflects the names, addresses and ages of all persons employed by the licensee or permit holder at that ~~place of business~~premises, and of all persons who are owners of such ~~place of business~~licensed premises, on the date upon which such request or demand is made.
- (7) Fail to comply with all provisions of this chapter and this Code.
- (8) Fail to prominently post the occupancy of the licensed premises.

SECTION 3. That section 5-38 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-38. - License required.

- (a) It is unlawful for any person to sell any CMB or beer containing not more than 6% alcohol by volume at retail without having in such person's possession a valid, unexpired, unrevoked license issued by the city for the place of business at which such sales are made.
- (b) A license to sell CMBs or beer containing not more than 6% alcohol by volume is issued for the calendar year and shall expire at the end of the calendar year for which it was issued.
- (c) It is unlawful for any person licensed as a "limited CMB retailer" under this article to sell any CMB or beer containing not more than 6% alcohol by volume in any manner other than in the original and unopened containers and not for consumption on the premises.
- (d) It is unlawful for any person licensed as a "general CMB retailer" under this article to sell any CMB or beer containing not more than 6% alcohol by volume for consumption off the premises.
- (e) The license required hereunder shall be in addition to any other license required for the operation of any other business conducted on the same premises.

SECTION 4. That section 5-45 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-45. - Distance requirements.

- (a) In addition to the provisions set forth in section 5-2, no license for the sale of CMBs or beer containing not more than 6% alcohol by volume shall be issued to any person whose proposed place of business is within 500 feet of any school, church, hospital building, library or daycare center; except that if any such school, church, hospital, library or daycare center is established within 500 feet of any licensed premises after the premises have been licensed, such premises shall be an eligible location for a CMB license.
- (b) The distance limitation of subsection (a) of this section shall not apply to any establishment holding a CMB license in business and operating on December 7, 1987; provided, however, that the foregoing exception shall cease in the event such establishment discontinues or has discontinued the sale of CMBs and beer containing not more than 6% alcohol by volume -for a continuous period of 180 days, or its license is revoked or not renewed prior to its expiration.
- (c) The distance set out in subsection (a) of this section shall be measured in a straight line from the building sought to be licensed to the nearest property line of any school, library or daycare center, and in a straight line from the building sought to be licensed to the actual church or hospital building.
- (d) The distance limitation of subsection (a) of this section shall not apply to any establishment holding a license if the licensee has petitioned for and received a waiver of the distance limitation. The city council may grant such a waiver when it finds that the granting of such will not create or cause substantial damage or hardship to any affected school, church, hospital, library or daycare center and only following public notice and hearing.

SECTION 5. That section 5-47 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows

Sec. 5-47. - Wholesalers or distributors.

It is unlawful for any wholesaler or distributor, or agent or employee thereof, to sell or deliver CMBs or beer containing not more than 6% alcohol by volume within the city to persons authorized under this article to sell the same within this city, unless such wholesaler or distributor has first secured a license from this state authorizing such sale.

SECTION 6. That section 5-48 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-48. - Business regulations.

It shall be the duty of every licensee to observe the following regulations:

- (1) The place of business licensed and operating under this article shall at all times have a front and rear exit unlocked when open for business.
- (2) The premises and all equipment used in connection with such business shall be kept clean and in a sanitary condition and shall at all times be open to the inspection of law enforcement officers and health officers of the city, county, and state.
- (3) Hours of operation.

- a. No person shall sell at retail CMBs or beer containing not more than 6% alcohol by volume in the original package:
    1. On Easter Sunday;
    2. Between the hours of 12:00 midnight and 6:00 a.m. Monday through Saturday; or
    3. Before 12:00 noon or after 8:00 p.m. on Sunday.
  - b. No person shall sell at retail CMBs or beer containing not more than 6% alcohol by volume for consumption on the premises:
    1. On Easter Sunday;
    2. Between the hours of 12:00 midnight and 6:00 a.m. Monday through Saturday; or
    3. On Sunday, except in a place of business which is licensed to sell CMB for consumption on the premises, which derives not less than 30 percent of its gross receipts from the sale of food for consumption on the licensed premises and which may sell CMBs or beer containing not more than 6% alcohol by volume for consumption on the licensed premises between the hours of 6:00 a.m. and midnight.
- (4) The city may require records, audits, verifications, affidavits, or any other information necessary to verify the annual gross sales of food for any applicant or renewal licensee, including, upon demand, the right to inspect the record books of the establishment.
  - (5) No private rooms or closed booth shall be operated on the licensed premises, but this provision shall not apply if the licensed premises also are licensed as a club by the state pursuant to the Kansas Club and Drinking Establishment Act, as that act is defined in K.S.A. [41-2649](#).
  - (6) The place of business shall be open to the public and to law enforcement officers at all times during business hours, except that a premises which is licensed as a club under a license issued by this state pursuant to the Kansas Club and Drinking Establishment Act, as that act is defined in K.S.A. [41-2649](#), shall be open to law enforcement officers and not to the public.
  - (7) No person shall have, and no licensee shall permit any person to have, any alcoholic liquor, except beer containing not more than 6% alcohol -in such person's possession, while in a place of business licensed to sell CMBs, unless the premises are currently licensed as a club or drinking establishment pursuant to the Kansas Club and Drinking Establishment Act, as that act is defined in K.S.A. [41-2649](#).
  - (8) CMBs may be sold on premises which are licensed pursuant to both the Kansas Cereal Malt Beverage Act, as that act is defined in K.S.A. [41-2728](#), and the Kansas Club and Drinking Establishment Act, as that act is defined in K.S.A. [41-2649](#), at any time when alcoholic liquor is allowed by law to be served on the premises.
  - (9) No licensee or agent or employee of the licensee shall permit any gambling in the place of business for which such license has been issued.
  - (10) No licensee or agent or employee of the licensee shall permit any person to mix ~~aleoholic~~ alcoholic drinks with materials purchased in the place of business or brought in for such purpose.
  - (11) No licensee or agent or employee of the licensee shall become intoxicated in the place of business for which such license has been issued.
  - (12) No licensee or agent or employee of the licensee shall permit any intoxicated person to remain in the place of business for which such license has been issued.
  - (13) No licensee or agent or employee of the licensee shall knowingly sell or provide CMBs or beer containing not more than 6% alcohol by volume to any person who is intoxicated.

- (14) The licensee shall maintain sufficient records to determine the percentage of gross business obtained from the sale of CMBs or beer containing not more than 6% alcohol by volume.
- (15) The licensee shall permit inspection of records required by subsection (14) of this section at all times during business hours by proper agents of the city.
- (16) No licensee shall employ or continue in employment a person in connection with the sale, serving, or dispensing of CMBs if the licensee knows such person has been, within the preceding two years, adjudged guilty of a felony or of any crime involving a morals charge or of any violation of the intoxicating liquor laws of the city, the state of Kansas, another state or the United States.

SECTION 7. That section 5-50 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-50. - Possession or consumption by minors prohibited; exceptions.

- (a) No licensee shall permit a person under the legal age for consumption of CMB or beer containing not more than 6% alcohol by volume to consume, purchase, or possess any CMB or beer containing not more than 6% alcohol by volume in or about a place of business, except that a licensee's employee who is not less than 18 years of age may dispense or sell CMB or beer containing not more than 6% alcohol by volume if:
  - (1) The licensee's place of business is licensed only to sell at retail CMB or beer containing not more than 6% alcohol by volume in the original package and not for consumption on the premises; or
  - (2) The licensee's place of business is a licensed food service establishment, as defined by K.S.A. [36-501](#) and amendments thereto, and not less than 50 percent of the gross receipts from the licensee's place of business is derived from the sale of food for consumption on the premises of the licensed place of business.
- (b) The city may require records, audits, verifications, affidavits, or any other information necessary to verify the annual gross sales of food for any applicant or renewal licensee including, upon demand, the right to inspect the record books of the establishment.
- (c) It is unlawful for a licensee to employ any person under the age of 18 years in connection with the dispensing, serving or selling of CMB or beer containing not more than 6% alcohol by volume.

SECTION 8. That section 5-52 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-52. - Revocation or suspension of license.

- (a) The city council, upon five days' notice to the persons holding a license issued pursuant to this article, may suspend or revoke such license for any one or more of the following reasons:
  - (1) The licensee has violated any of the provisions of this chapter or any rule or regulation made by the city council concerning CMBs or any of the provisions of K.S.A. [41-2701 et seq.](#)
  - (2) Drunkenness of the licensee or permitting any intoxicated person to remain in or upon the licensee's place of business.
  - (3) The sale or gift of CMBs or beer containing not more than 6% alcohol by volume -to any person under the legal age for consumption of CMB.

- (4) Permitting any person to mix drinks with materials purchased in or upon the place of business or brought in for that purpose.
  - (5) The sale or possession of, or permitting any person to use or consume on the licensed premises, any alcoholic liquor except beer containing not more than 6% alcohol by volume.
  - (6) The licensee has been convicted of a violation of the Beer and Cereal Malt Beverage Keg Registration Act.
  - (7) There has been a violation of a provision of the laws of this city or of this state or any other state, or of the United States, pertaining to the sale of intoxicating or alcoholic liquors or CMBs, or any crime involving a morals charge on premises where alcoholic liquor or CMB is sold by such licensee.
- (b) The provisions of subsections (a)(4) and (5) of this section shall not apply if the place of business or premises also is currently licensed as a club or drinking establishment pursuant to the Club and Drinking Establishment Act.
- (c) The city council, upon five days' notice to the persons holding a license, shall revoke or suspend the license for any one or more of the following reasons:
- (1) The licensee has fraudulently obtained the license by giving false information in the application therefor or any hearing thereon.
  - (2) The licensee has become ineligible to obtain a license under this chapter or the Kansas Cereal Malt Beverage act.
  - (3) The nonpayment of any license fee.
  - (4) Permitting any gambling in or upon the licensee's place of business.
  - (5) The employment of persons under 18 years of age in dispensing or selling CMBs or beer containing not more than 6% alcohol by volume.
  - (6) The employment or continuation in employment of a person in connection with the sale, serving or dispensing of CMBs if the licensee knows such person has been, within the preceding two years, adjudged guilty of a felony or of any violation of the intoxicating liquor laws of the city, the state, another state or the United States.
  - (7) There has been a violation of K.S.A. 21-4106 or 21-4107, prior to their repeal, or K.S.A. 21-6204, and amendments thereto, in or upon the licensee's place of business.
- (d) Whenever the chief of police submits to the city council proof of three convictions resulting from violations committed by or permitted by the licensee or the licensee's agent, manager, employee, entertainer or performer on the licensed premises, including the parking lot, within the preceding 12-month period, of any statutes or ordinances regulating such business, of section 44-2.1 of this Code, or of any of the following sections of the most recent edition of the Uniform Public Offense Code, published by the League of Kansas Municipalities, including conspiracy or attempt, the city council may suspend or revoke a license issued pursuant to this article upon five days' notice to the persons holding such license:
- (1) 3.2: Battery against a law enforcement officer.
  - (2) 3.5: Unlawful interference with firefighter.
  - (3) 5.1: Contributing to a child's misconduct or deprivation.
  - (4) 5.2: Furnishing alcoholic liquor or CMB to a minor.
  - (5) 5.3: Unlawfully hosting minors consuming alcoholic liquor or CMB.

- (6) 5.4: Endangering a child.
  - (7) 7.2: Interference with law enforcement.
  - (8) 10.1: Criminal use of weapons.
  - (9) 10.3: Criminal distribution of firearms to a felon disposal of firearms.
  - (10) 10.5: Unlawful discharge of firearms.
  - (11) 10.9: Carrying concealed explosives.
  - (12) 10.22: Alcohol without liquid machine.
- (e) The licensee, within 20 days after the order of the city council revoking or suspending any license, may appeal to the district court of the county. The district court shall proceed to hear such appeal as though such court had original jurisdiction of the matter. Any appeal taken from an order revoking or suspending the license shall not suspend the order of revocation or suspension of the license during the pendency of any such appeal.

SECTION 9. That section 5-54 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-54. - Certain sales practices prohibited.

- (a) No licensee, or employee or agent of a licensee, licensed to sell CMB and beer containing not more than 6% alcohol by volume for consumption on a licensed premises shall:
  - (1) Offer or serve any free CMB or beer containing not more than 6% alcohol by volume to any person;
  - (2) Offer to serve to any person a drink at a price that is less than the acquisition cost of the drink to the licensee;
  - (3) Sell, offer to sell or serve to any person an unlimited number of drinks during any set period of time for a fixed price, except at private functions not open to the general public;
  - (4) Encourage or permit, on the licensed premises, any game or contest which involves drinking CMB or beer containing not more than 6% alcohol by volume or the awarding of drinks as prizes; or
  - (5) Advertise or promote in any way, whether on or off the licensed premises, any of the practices prohibited in subsections (a)(1)—(4).
- (b) A licensee may:
  - (1) Offer free food or entertainment at any time;
  - (2) Sell, offer to sell and serve individual drinks at different prices throughout any day; or
  - (3) Sell or serve CMB in a pitcher capable of containing more than 64 fluid ounces.
- (c) Violation of any provision of this article shall be grounds for suspension or revocation of a license as provided by section 5-52.
- (d) Every licensee subject to the provisions of this section shall make available at any time upon request a price list showing the licensee's current prices for all CMBs and beer containing not more than 6% alcohol by volume.

SECTION 10. That section 5-80 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-80. - License required.

It is unlawful for any person to sell, keep for sale or offer for sale any alcoholic liquor or CMB as an alcoholic liquor retailer in the city except on premises licensed for such sales under K.S.A. ch. 41 and this article.

SECTION 11. Existing Sections. Those sections of Chapter 5 of the Code of Ordinances of the City of Merriam, Kansas not heretofore repealed shall remain in full force and effect.

SECTION 12: 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 13: Repeal. Sections 5-1, 5-5, 5-38, 5-45, 5-47, 5-48, 5-50, 5-52, 5-54, and 5-80 of the Code of Ordinances of the City of Merriam, Kansas as they existed before the above amendments are hereby repealed.

SECTION 14: Effective Date. After passage and publication provided by law, this ordinance shall be in full force and effect beginning April 1, 2019.

PASSED BY THE City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED BY THE Mayor the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Ken Sissom, Mayor

ATTEST:

\_\_\_\_\_  
Juliana Pinnick, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nicole Proulx Aiken, City Attorney

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 5 OF THE CODE OF ORDINANCES OF THE CITY OF MERRIAM, KANSAS CONCERNING ALCOHOLIC BEVERAGES; AMENDING SECTIONS 5-1, 5-5, 5-38, 5-45, 5-47, 5-48, 5-50, 5-52, 5-54, AND 5-80; AND REPEALING THE SECTIONS HEREBY AMENDED.**

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

SECTION 1. That section 5-1 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alcoholic liquor* means alcohol, spirits, wine, beer, and alcoholic candy (as those terms are defined in K.S.A. [41-102](#) and amendments thereto), and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed by a human being, but shall not include cereal malt beverage (CMB).

*Alcoholic liquor retailer* means a person who is licensed under the Kansas liquor control act, K.S.A. 41-101 *et seq.*, and Article III of this chapter who sells at retail, or offers for sale at retail, alcoholic liquors or cereal malt beverages. "Alcoholic liquor retailer" does not include a microbrewery, microdistillery or a farm winery.

*Beer* means a beverage, containing more than 3.2% alcohol by weight, obtained by alcoholic fermentation of an infusion or concoction of barley, or other grain, malt and hops in water and includes beer, ale, stout, lager beer, porter, and similar beverages having such alcoholic content.

*Caterer* means an individual, partnership or corporation licensed pursuant to K.S.A. [41-2601 et seq.](#) which sells alcoholic liquor by the individual drink, and provides services relating to the serving thereof, on unlicensed premises which may be open to the public, but does not include a holder of a state or local temporary permit, selling alcoholic liquor in accordance with the terms of such permit.

*Cereal malt beverage (CMB)* means any fermented but undistilled liquor brewed or made from malt or from a mixture of malt or malt substitute or any flavored malt beverage, as defined herein, but does not include any such liquor which is more than 3.2 percent alcohol by weight.

*Class A club* means a premises licensed pursuant to K.S.A. [41-2601 et seq.](#) and which is owned or leased by a corporation, partnership, business trust or association and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans' club, as determined by the director of alcoholic beverage control of the state department of revenue, for the exclusive use of the corporate stockholders, partners, trust beneficiaries or associates (hereinafter referred to as members) and their families and guests accompanying them.

*Class B club* means a premises licensed pursuant to K.S.A. [41-2601 et seq.](#) and which is operated for profit by a corporation, partnership or individual, to which members of such club may resort for the consumption of food or alcoholic beverages and for entertainment.

*Club or private club* means a class A or class B club.

*Club and Drinking Establishment Act* means the provisions of K.S.A. [41-2601 et seq.](#) and any amendments thereto.

*Distributor* means the person importing or causing to be imported into the state or purchasing or causing to be purchased within the state, alcoholic liquor for sale or resale to retailers licensed under this chapter and the Kansas liquor control act or CMB for sale or resale to retailers licensed under this chapter and K.S.A. [41-2702](#), and amendments thereto.

*Domestic beer* means beer which contains not more than 15 percent alcohol by weight and which is manufactured in this state.

*Domestic fortified wine* means wine which contains more than 14 percent, but not more than 20 percent alcohol by volume and which is manufactured in this state.

*Domestic table wine* means wine which contains not more than 14 percent alcohol by volume and which is manufactured without rectification or fortification in this state.

*Drinking establishment* means premises licensed pursuant to K.S.A. [41-2601 et seq.](#) and that may be open to the general public, where alcoholic liquor by the individual drink is sold. "Drinking establishment" includes a railway car.

*Farm winery* means a winery licensed by the director of alcoholic beverage control of the state department of revenue to manufacture, store and sell domestic table wine and domestic fortified wine.

*Flavored malt beverage* shall have the meaning set forth in K.S.A. 2010 Supp. 41, 2729 ( [41-2729](#) ) and amendments thereto.

*Food* means any raw, cooked or processed edible substance or ingredient, other than alcoholic liquor or CMB, used or intended for use or for sale, in whole or in part, for human consumption.

*General CMB retailer* is a person who is licensed under the Kansas cereal malt beverage act, as that act is defined in K.S.A. 41-2728, and Article II of this chapter to sell cereal malt beverages (CMBs) or beer containing not more than 6% alcohol by volume at retail only for consumption on the licensed premises.

*Hard cider* means any alcoholic beverage that: (1) contains less than 8.5 percent alcohol by volume; (2) has a carbonation level that does not exceed 6.4 grams per liter; and (3) is obtained by the normal alcoholic fermentation of the juice of sound, ripe apples or pears, including such beverages containing sugar added for the purpose of correcting natural deficiencies.

*Legal age for consumption of cereal malt beverages* means 21 years of age, except that "legal age for consumption of CMB" means 18 years of age if at any time the provisions of P.L. 98-363 penalizing states for permitting persons under 21 years of age to consume CMB are repealed or otherwise invalidated or nullified.

*Limited CMB retailer* is a person who is licensed under the Kansas cereal malt beverage act, as that act is defined in K.S.A. 41-2728, and Article II of this chapter to sell CMBs or beer containing not more than 6% alcohol by volume at retail only in original and unopened containers and not for consumption on the premises.

*Manufacture* means to distill, rectify, ferment, brew, make, mix, concoct, process, blend, bottle or fill an original package with any alcoholic liquor, beer or CMB.

*Manufacturer* means every brewer, fermenter, distiller, rectifier, wine maker, blender, processor, bottler or person who fills or refills an original package and others engaged in brewing, fermenting, distilling, rectifying or bottling alcoholic liquor, beer or CMB. "Manufacturer" does not include a microbrewery, microdistillery or a farm winery.

*Microbrewery* means a brewery licensed by the director of alcoholic beverage control of the state department of revenue to manufacture, store and sell domestic beer and hard cider.

*Microdistillery* means a facility which produces spirits from any source or substance that is licensed by the director of alcoholic beverage control of the state department of revenue to manufacture, store and sell spirits.

*Minor* means a person under 21 years of age.

*Morals charge* means a charge involving the sale of sexual relations; procuring any person; soliciting of a child under 18 years of age for any immoral act involving sex; possession or sale of narcotics, marijuana, amphetamines or barbiturates; rape; incest; gambling; illegal cohabitation; adultery; bigamy; or a crime against nature.

*Nonprofit, religions, charitable, fraternal, educational, or veterans' organization* shall have those meanings as ascribed and defined in K.S.A. [79-4701](#).

*Original package* means any bottle, flask, jug, can, cask, barrel, keg, hogshead or other receptacle or container whatsoever, used, corked or capped, sealed and labeled by the manufacturer of alcoholic liquor, to contain and to convey any alcoholic liquor. Original container does not include a sleeve.

*Place of business* means any place at which CMBs or beer containing not more than 6% alcohol by volume are sold.

*Premises* means the specific area described in the license application and approved as the location upon which the CMB or alcoholic liquor may be sold or consumed under the license.

*Railway car* means a locomotive drawn conveyance used for the transportation and accommodation of human passengers that is confined to a fixed rail route and which derives from sales of food for consumption on the railway car not less than 30 percent of its gross receipts from all sales of food and beverages in a 12-month period.

*Sale* means any transfer, exchange or barter in any manner or by any means whatsoever for a consideration, and includes all sales made by any person, whether principal, proprietor, agent, servant or employee.

*School* means any institution of learning, whether public or private. This definition includes, but is not limited to, a primary school, secondary school, trade school, college and university.

*Sell at retail* and *sale at retail* mean sales for use or consumption and not for resale in any form and sales to clubs, licensed drinking establishments, licensed caterers or holders of temporary permits. "Sell at retail" and "sale at retail" do not refer to or mean sales by a distributor, a microbrewery, a farm winery, a licensed club, a licensed drinking establishment, a licensed caterer or a holder of a state or local temporary permit.

*Sleeve* means a package of two or more 50-milliliter (3.2-fluid-ounce) container of spirits.

*Special event* means a picnic, bazaar, festival or other similar community gathering, which has been approved by the city council.

*State temporary permit* means a temporary permit issued by this state pursuant to K.S.A. [41-2601](#), and amendments thereto and does not mean a local temporary alcoholic liquor permit or local CMB special event retailer's permit issued by the city pursuant to article VII of this chapter.

*To sell* means to solicit or receive an order for, to keep or expose for sale and to keep with intent to sell.

SECTION 2. That section 5-5 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-5. - Standards of conduct.

It is unlawful for any licensee or permit holder under this chapter to:

- (1) Allow, without preventing or suppressing, any violent quarrel, disorder, brawl, fight or other unlawful conduct of any person on the premises. As used in this section, the term "premises" includes the licensed premises and the parking lots and areas around the business which are owned, maintained or used as part of the business.
- (2) Fail to immediately report to the police any illegal or violent act committed on the premises when the licensee or permit holder, or employee thereof, knew or should have known that the act occurred on the premises.
- (3) Fail to cooperate fully with law enforcement authorities during an investigation of an illegal or violent act committed on the premises.
- (4) Operate the business in such a manner that it constitutes a nuisance.
- (5) Fail to take appropriate and necessary steps to supervise the outdoor area of the premises including keeping the area free from litter and preventing the parking area from becoming a gathering place for customers of the business.
- (6) Fail to produce, upon request or demand during regular business hours by any police officer of the city, for inspection, copying or other purposes consistent with the provisions of this chapter, a list which correctly reflects the names, addresses and ages of all persons employed by the licensee or permit holder at that premises, and of all persons who are owners of such licensed premises, on the date upon which such request or demand is made.
- (7) Fail to comply with all provisions of this chapter and this Code.
- (8) Fail to prominently post the occupancy of the licensed premises.

SECTION 3. That section 5-38 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-38. - License required.

- (a) It is unlawful for any person to sell any CMB or beer containing not more than 6% alcohol by volume at retail without having in such person's possession a valid, unexpired, unrevoked license issued by the city for the place of business at which such sales are made.
- (b) A license to sell CMBs or beer containing not more than 6% alcohol by volume is issued for the calendar year and shall expire at the end of the calendar year for which it was issued.
- (c) It is unlawful for any person licensed as a "limited CMB retailer" under this article to sell any CMB or beer containing not more than 6% alcohol by volume in any manner other than in the original and unopened containers and not for consumption on the premises.
- (d) It is unlawful for any person licensed as a "general CMB retailer" under this article to sell any CMB or beer containing not more than 6% alcohol by volume for consumption off the premises.
- (e) The license required hereunder shall be in addition to any other license required for the operation of any other business conducted on the same premises.

SECTION 4. That section 5-45 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-45. - Distance requirements.

- (a) In addition to the provisions set forth in section 5-2, no license for the sale of CMBs or beer containing not more than 6% alcohol by volume shall be issued to any person whose proposed place of business is within 500 feet of any school, church, hospital building, library or daycare center; except that if any such school, church, hospital, library or daycare center is established within 500 feet of any licensed premises after the premises have been licensed, such premises shall be an eligible location for a CMB license.
- (b) The distance limitation of subsection (a) of this section shall not apply to any establishment holding a CMB license in business and operating on December 7, 1987; provided, however, that the foregoing exception shall cease in the event such establishment discontinues or has discontinued the sale of CMBs and beer containing not more than 6% alcohol by volume for a continuous period of 180 days, or its license is revoked or not renewed prior to its expiration.
- (c) The distance set out in subsection (a) of this section shall be measured in a straight line from the building sought to be licensed to the nearest property line of any school, library or daycare center, and in a straight line from the building sought to be licensed to the actual church or hospital building.
- (d) The distance limitation of subsection (a) of this section shall not apply to any establishment holding a license if the licensee has petitioned for and received a waiver of the distance limitation. The city council may grant such a waiver when it finds that the granting of such will not create or cause substantial damage or hardship to any affected school, church, hospital, library or daycare center and only following public notice and hearing.

SECTION 5. That section 5-47 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows

Sec. 5-47. - Wholesalers or distributors.

It is unlawful for any wholesaler or distributor, or agent or employee thereof, to sell or deliver CMBs or beer containing not more than 6% alcohol by volume within the city to persons authorized under this article to sell the same within this city, unless such wholesaler or distributor has first secured a license from this state authorizing such sale.

SECTION 6. That section 5-48 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-48. - Business regulations.

It shall be the duty of every licensee to observe the following regulations:

- (1) The place of business licensed and operating under this article shall at all times have a front and rear exit unlocked when open for business.
- (2) The premises and all equipment used in connection with such business shall be kept clean and in a sanitary condition and shall at all times be open to the inspection of law enforcement officers and health officers of the city, county, and state.
- (3) Hours of operation.
  - a. No person shall sell at retail CMBs or beer containing not more than 6% alcohol by volume in the original package:
    - 1. On Easter Sunday;
    - 2. Between the hours of 12:00 midnight and 6:00 a.m. Monday through Saturday; or
    - 3. Before 12:00 noon or after 8:00 p.m. on Sunday.

- b. No person shall sell at retail CMBs or beer containing not more than 6% alcohol by volume for consumption on the premises:
  1. On Easter Sunday;
  2. Between the hours of 12:00 midnight and 6:00 a.m. Monday through Saturday; or
  3. On Sunday, except in a place of business which is licensed to sell CMB for consumption on the premises, which derives not less than 30 percent of its gross receipts from the sale of food for consumption on the licensed premises and which may sell CMBs or beer containing not more than 6% alcohol by volume for consumption on the licensed premises between the hours of 6:00 a.m. and midnight.
- (4) The city may require records, audits, verifications, affidavits, or any other information necessary to verify the annual gross sales of food for any applicant or renewal licensee, including, upon demand, the right to inspect the record books of the establishment.
- (5) No private rooms or closed booth shall be operated on the licensed premises, but this provision shall not apply if the licensed premises also are licensed as a club by the state pursuant to the Kansas Club and Drinking Establishment Act, as that act is defined in K.S.A. [41-2649](#).
- (6) The place of business shall be open to the public and to law enforcement officers at all times during business hours, except that a premises which is licensed as a club under a license issued by this state pursuant to the Kansas Club and Drinking Establishment Act, as that act is defined in K.S.A. [41-2649](#), shall be open to law enforcement officers and not to the public.
- (7) No person shall have, and no licensee shall permit any person to have, any alcoholic liquor, except beer containing not more than 6% alcohol in such person's possession, while in a place of business licensed to sell CMBs, unless the premises are currently licensed as a club or drinking establishment pursuant to the Kansas Club and Drinking Establishment Act, as that act is defined in K.S.A. [41-2649](#).
- (8) CMBs may be sold on premises which are licensed pursuant to both the Kansas Cereal Malt Beverage Act, as that act is defined in K.S.A. [41-2728](#), and the Kansas Club and Drinking Establishment Act, as that act is defined in K.S.A. [41-2649](#), at any time when alcoholic liquor is allowed by law to be served on the premises.
- (9) No licensee or agent or employee of the licensee shall permit any gambling in the place of business for which such license has been issued.
- (10) No licensee or agent or employee of the licensee shall permit any person to mix drinks with materials purchased in the place of business or brought in for such purpose.
- (11) No licensee or agent or employee of the licensee shall become intoxicated in the place of business for which such license has been issued.
- (12) No licensee or agent or employee of the licensee shall permit any intoxicated person to remain in the place of business for which such license has been issued.
- (13) No licensee or agent or employee of the licensee shall knowingly sell or provide CMBs or beer containing not more than 6% alcohol by volume to any person who is intoxicated.
- (14) The licensee shall maintain sufficient records to determine the percentage of gross business obtained from the sale of CMBs or beer containing not more than 6% alcohol by volume.
- (15) The licensee shall permit inspection of records required by subsection (14) of this section at all times during business hours by proper agents of the city.

- (16) No licensee shall employ or continue in employment a person in connection with the sale, serving, or dispensing of CMBs if the licensee knows such person has been, within the preceding two years, adjudged guilty of a felony or of any crime involving a morals charge or of any violation of the intoxicating liquor laws of the city, the state of Kansas, another state or the United States.

SECTION 7. That section 5-50 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-50. - Possession or consumption by minors prohibited; exceptions.

- (a) No licensee shall permit a person under the legal age for consumption of CMB or beer containing not more than 6% alcohol by volume to consume, purchase, or possess any CMB or beer containing not more than 6% alcohol by volume in or about a place of business, except that a licensee's employee who is not less than 18 years of age may dispense or sell CMB or beer containing not more than 6% alcohol by volume if:
- (1) The licensee's place of business is licensed only to sell at retail CMB or beer containing not more than 6% alcohol by volume in the original package and not for consumption on the premises; or
  - (2) The licensee's place of business is a licensed food service establishment, as defined by K.S.A. [36-501](#) and amendments thereto, and not less than 50 percent of the gross receipts from the licensee's place of business is derived from the sale of food for consumption on the premises of the licensed place of business.
- (b) The city may require records, audits, verifications, affidavits, or any other information necessary to verify the annual gross sales of food for any applicant or renewal licensee including, upon demand, the right to inspect the record books of the establishment.
- (c) It is unlawful for a licensee to employ any person under the age of 18 years in connection with the dispensing, serving or selling of CMB or beer containing not more than 6% alcohol by volume.

SECTION 8. That section 5-52 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-52. - Revocation or suspension of license.

- (a) The city council, upon five days' notice to the persons holding a license issued pursuant to this article, may suspend or revoke such license for any one or more of the following reasons:
- (1) The licensee has violated any of the provisions of this chapter or any rule or regulation made by the city council concerning CMBs or any of the provisions of K.S.A. [41-2701 et seq.](#)
  - (2) Drunkenness of the licensee or permitting any intoxicated person to remain in or upon the licensee's place of business.
  - (3) The sale or gift of CMBs or beer containing not more than 6% alcohol by volume to any person under the legal age for consumption of CMB.
  - (4) Permitting any person to mix drinks with materials purchased in or upon the place of business or brought in for that purpose.
  - (5) The sale or possession of, or permitting any person to use or consume on the licensed premises, any alcoholic liquor except beer containing not more than 6% alcohol by volume.

- (6) The licensee has been convicted of a violation of the Beer and Cereal Malt Beverage Keg Registration Act.
  - (7) There has been a violation of a provision of the laws of this city or of this state or any other state, or of the United States, pertaining to the sale of intoxicating or alcoholic liquors or CMBs, or any crime involving a morals charge on premises where alcoholic liquor or CMB is sold by such licensee.
- (b) The provisions of subsections (a)(4) and (5) of this section shall not apply if the place of business or premises also is currently licensed as a club or drinking establishment pursuant to the Club and Drinking Establishment Act.
- (c) The city council, upon five days' notice to the persons holding a license, shall revoke or suspend the license for any one or more of the following reasons:
- (1) The licensee has fraudulently obtained the license by giving false information in the application therefor or any hearing thereon.
  - (2) The licensee has become ineligible to obtain a license under this chapter or the Kansas Cereal Malt Beverage act.
  - (3) The nonpayment of any license fee.
  - (4) Permitting any gambling in or upon the licensee's place of business.
  - (5) The employment of persons under 18 years of age in dispensing or selling CMBs or beer containing not more than 6% alcohol by volume.
  - (6) The employment or continuation in employment of a person in connection with the sale, serving or dispensing of CMBs if the licensee knows such person has been, within the preceding two years, adjudged guilty of a felony or of any violation of the intoxicating liquor laws of the city, the state, another state or the United States.
  - (7) There has been a violation of K.S.A. 21-4106 or 21-4107, prior to their repeal, or K.S.A. [21-6204](#), and amendments thereto, in or upon the licensee's place of business.
- (d) Whenever the chief of police submits to the city council proof of three convictions resulting from violations committed by or permitted by the licensee or the licensee's agent, manager, employee, entertainer or performer on the licensed premises, including the parking lot, within the preceding 12-month period, of any statutes or ordinances regulating such business, of section 44-2.1 of this Code, or of any of the following sections of the most recent edition of the Uniform Public Offense Code, published by the League of Kansas Municipalities, including conspiracy or attempt, the city council may suspend or revoke a license issued pursuant to this article upon five days' notice to the persons holding such license:
- (1) 3.2: Battery against a law enforcement officer.
  - (2) 3.5: Unlawful interference with firefighter.
  - (3) 5.1: Contributing to a child's misconduct or deprivation.
  - (4) 5.2: Furnishing alcoholic liquor or CMB to a minor.
  - (5) 5.3: Unlawfully hosting minors consuming alcoholic liquor or CMB.
  - (6) 5.4: Endangering a child.
  - (7) 7.2: Interference with law enforcement.
  - (8) 10.1: Criminal use of weapons.

- (9) 10.3: Criminal distribution of firearms to a felon disposal of firearms.
  - (10) 10.5: Unlawful discharge of firearms.
  - (11) 10.9: Carrying concealed explosives.
  - (12) 10.22: Alcohol without liquid machine.
- (e) The licensee, within 20 days after the order of the city council revoking or suspending any license, may appeal to the district court of the county. The district court shall proceed to hear such appeal as though such court had original jurisdiction of the matter. Any appeal taken from an order revoking or suspending the license shall not suspend the order of revocation or suspension of the license during the pendency of any such appeal.

SECTION 9. That section 5-54 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-54. - Certain sales practices prohibited.

- (a) No licensee, or employee or agent of a licensee, licensed to sell CMB and beer containing not more than 6% alcohol by volume for consumption on a licensed premises shall:
- (1) Offer or serve any free CMB or beer containing not more than 6% alcohol by volume to any person;
  - (2) Offer to serve to any person a drink at a price that is less than the acquisition cost of the drink to the licensee;
  - (3) Sell, offer to sell or serve to any person an unlimited number of drinks during any set period of time for a fixed price, except at private functions not open to the general public;
  - (4) Encourage or permit, on the licensed premises, any game or contest which involves drinking CMB or beer containing not more than 6% alcohol by volume or the awarding of drinks as prizes; or
  - (5) Advertise or promote in any way, whether on or off the licensed premises, any of the practices prohibited in subsections (a)(1)—(4).
- (b) A licensee may:
- (1) Offer free food or entertainment at any time;
  - (2) Sell, offer to sell and serve individual drinks at different prices throughout any day; or
  - (3) Sell or serve CMB in a pitcher capable of containing more than 64 fluid ounces.
- (c) Violation of any provision of this article shall be grounds for suspension or revocation of a license as provided by section 5-52.
- (d) Every licensee subject to the provisions of this section shall make available at any time upon request a price list showing the licensee's current prices for all CMBs and beer containing not more than 6% alcohol by volume.

SECTION 10. That section 5-80 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-80. - License required.

It is unlawful for any person to sell, keep for sale or offer for sale any alcoholic liquor or CMB as an alcoholic liquor retailer in the city except on premises licensed for such sales under K.S.A. [ch. 41](#) and this article.

SECTION 11. Existing Sections. Those sections of Chapter 5 of the Code of Ordinances of the City of Merriam, Kansas not heretofore repealed shall remain in full force and effect.

SECTION 12: 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 13: Repeal. Sections 5-1, 5-5, 5-38, 5-45, 5-47, 5-48, 5-50, 5-52, 5-54, and 5-80 of the Code of Ordinances of the City of Merriam, Kansas as they existed before the above amendments are hereby repealed.

SECTION 14: Effective Date. After passage and publication provided by law, this ordinance shall be in full force and effect beginning April 1, 2019.

PASSED BY THE City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED BY THE Mayor the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Ken Sissom, Mayor

ATTEST:

\_\_\_\_\_  
Juliana Pinnick, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nicole Proulx Aiken, City Attorney



## AGENDA ITEM INFORMATION FORM

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

**SUBMITTED BY:** Anna Slocum, director Parks and Recreation

**MEETING DATE:** March 25, 2019

### PROJECT BACKGROUND/DESCRIPTION:

Merriam Drive Live debuted in 2018 as a new event in downtown Merriam. The goal of the event is to provide an opportunity to build community among residents as well as provide an example of how the land at 5701 Merriam Drive could be utilized. Although weather was less than desirable in 2018, event organizers implemented a weather plan that proved successful for the 325 enthusiastic attendees. This year, the event is scheduled for Saturday, October 5 from 11 am – 6 pm with two stages featuring a variety of musical performances, children’s activities, yard games, food trucks and a Kansas licensed caterer serving beer and wine. In order for beer and wine to be sold and participants not be confined to a specific space, an ordinance is required to allow the sale, consumption and possession of alcoholic liquor on streets and sidewalks within the boundaries permitted. The boundaries, outlined in Exhibit A, would be as follows: west edge of the Farmers’ Market Pavilion; east edge of the Irene B. French Community Center; 57<sup>th</sup> Street on the north end and 58<sup>th</sup> Street on the south end. The boundaries of the area will be clearly marked by signs and a map of the area will be posted where the sale of alcohol occurs.

### CITY COUNCIL GOALS AND OBJECTIVES

Enhance Community Identity and Connections

### FINANCIAL IMPACT

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

### SUPPORTING DOCUMENTS

Merriam Drive Live Event Ordinance  
Exhibit A – Boundary Map

### ACTION NEEDED/STAFF RECOMMENDATION

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

**ORDINANCE NO. \_\_\_\_\_**

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

**WHEREAS**, K.S.A. 41-719(a)(2) requires the governing body of the City of Merriam, Kansas (“Governing Body”) to approve the consumption of alcoholic liquor at an event held on public streets and sidewalks.

**WHEREAS**, the City of Merriam, Kansas is sponsoring such an event, Merriam Drive Live, on October 5, 2019, from 11 am to 7 pm in which a caterer, pursuant to K.S.A. 41-719(a)(2) and the Merriam City Code, intends to offer for sale, sell, and serve alcoholic liquor for consumption at the event.

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

SECTION 1: In accordance with K.S.A. 41-719(a)(2), the Governing Body hereby approves the consumption of alcoholic liquor on the street and sidewalks within the boundaries of the permitted area designated on the attached Exhibit A, during the Merriam Drive Live event from 11 am to 7 pm on Saturday, October 5, 2019.

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

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

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

PASSED by the Governing Body this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

\_\_\_\_\_  
Ken Sissom, Mayor

ATTEST:

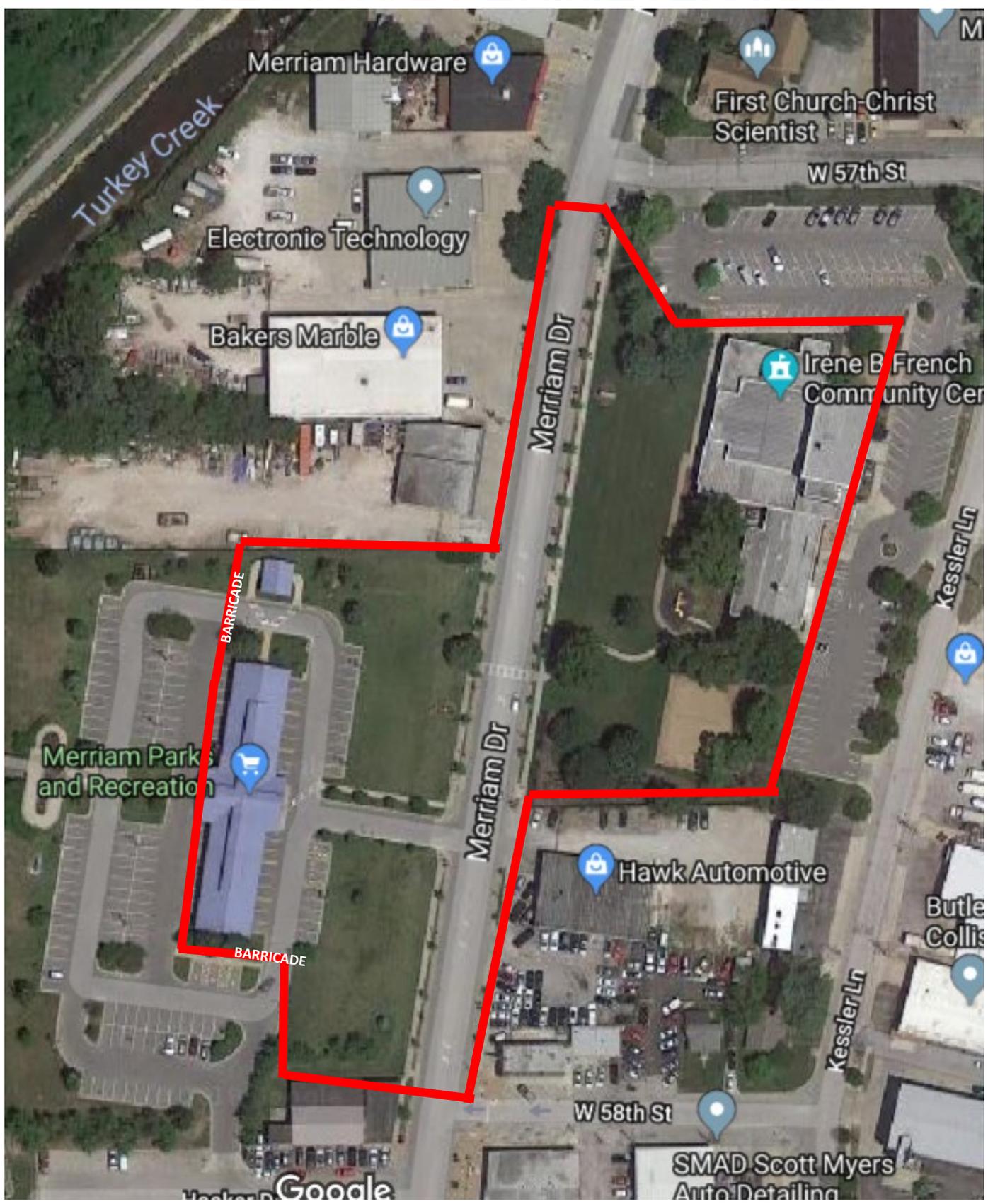
\_\_\_\_\_  
Juliana Pinnick, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nicole Proulx Aiken, City Attorney



# MERRIAM DRIVE LIVE ALCOHOL PERIMETER MAP



**SATURDAY, OCTOBER 5, 2019**



## AGENDA ITEM INFORMATION FORM

**AGENDA ITEM:** Consider waiving caterer's license fee for Merriam Drive Live

**SUBMITTED BY:** Anna Slocum, director Parks and Recreation

**MEETING DATE:** March 25, 2019

### PROJECT BACKGROUND/DESCRIPTION:

In January 2016, staff sought direction on investigating the possibility of allowing the sale of alcoholic beverages at the Merriam Marketplace during select Parks and Recreation events. In March 2016, City Council approved an ordinance amending Chapter 5 – 191 and 192 to allow the local license tax of \$500 every two years to be waived when used solely for a City Council approved event sponsored and funded by the City of Merriam. The caterers license is limited and noted on the face. If the caterer desires to operate within Merriam for other catering purposes, they are required to pay the license tax and receive an unrestricted caterer's license.

Staff is seeking approval to waive the license tax as allowed per ordinance for Merriam Drive Live scheduled for October 5, 2019 from 11 am – 6 pm.

### CITY COUNCIL GOALS AND OBJECTIVES

Enhance Community Identity and Connections

### FINANCIAL IMPACT

**Amount of Request/Contract:** NA

**Amount Budgeted:** \$5,500

**Funding Source/Account #:** Transient Guest - 204.5010.450.85.49

### SUPPORTING DOCUMENTS

### ACTION NEEDED/STAFF RECOMMENDATION

Staff recommends waiving license fee in accordance with Chapter 5 – 191 and 192 (Caterers Issuance of License) of the Merriam Code of Ordinances, waiving the license tax associated with the application of a caterer's license for Merriam Drive Live, a City sponsored and funded event.



## AGENDA ITEM INFORMATION FORM

**AGENDA ITEM:** Consider approval to authorize the creation and hiring of a Facility Operation Supervisor position.

**SUBMITTED BY:** Anna Slocum, director Parks and Recreation

**MEETING DATE:** March, 25, 2019

### PROJECT BACKGROUND/DESCRIPTION:

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

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

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

### CITY COUNCIL GOALS AND OBJECTIVES

2.0 Provide Exceptional Service Delivery

### FINANCIAL IMPACT

<b>Amount of Request/Contract:</b>	\$72,320 – annual cost of salary/benefits
<b>Amount Budgeted:</b>	N/A
<b>Funding Source/Account #:</b>	Public Works Salaries / Benefits

### SUPPORTING DOCUMENTS

Job Description

### ACTION NEEDED/STAFF RECOMMENDATION

Staff recommends the approval to authorize the creation and hiring of a Facility Operations Supervisor position

## **City of Merriam, Kansas POSITION DESCRIPTION**

**Class Title:** Facility Operations Supervisor  
**Department:** Parks and Recreation  
**FLSA:** Exempt  
**Revised:** January, 2020  
**Phys. Class:** Level 4, Heavy Work  
**WC Code:** 9015

### **GENERAL PURPOSE**

Performs a variety of professional, technical and skilled duties in monitoring City-wide facility maintenance operations . Organizes, monitors, and supervises daily maintenance and custodial duties of City facilities.

### **SUPERVISION RECEIVED**

Works under the guidance and direction of the Public Works Superintendent.

### **SUPERVISION EXERCISED**

Exercises direct supervision and authority over Facility Maintenance staff, Landscape Technician, and contract laborers

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

Plan, prioritize, assign, supervise, review and participate in the work of staff responsible for City wide facility maintenance.

Establish schedules and methods for providing facility maintenance services; identify resource needs; review needs with appropriate management staff; allocate resources accordingly.

Participate in the development of, improvement to, and implementation of operating policies and procedures; monitor work activities to ensure compliance with established policies and procedures.

Participate in the preparation and administration of facility maintenance budget; submit budget recommendations; monitor expenditures; prepare cost estimates; submit justifications for equipment.

Monitor and control supplies and equipment; order supplies and tools as necessary.

Provide training in facility maintenance and safety methods, procedures and techniques.

Develop and organize preventative maintenance and safety inspection programs for all facilities and equipment.

Coordinate construction projects, remodels and other special projects.

Perform more technical and complex tasks of the work unit.

Move and set up furniture, classrooms and floor coverings as needed and assigned. Use written floor plan for room setups.

Maintain awareness of new trends and developments in the field of facility maintenance; incorporate new developments as appropriate into programs.

Answer questions and provide information to the public; investigate complaints and recommend corrective action as necessary to resolve complaints.

Other duties as deemed necessary or assigned.

### **PERIPHERAL DUTIES**

May serve on various employee committees, as required and assigned.

Makes recommendations for contractual maintenance services.

### **DESIRED MINIMUM QUALIFICATIONS**

Education and Experience:

- (A) Two years of college level course work in business, management, engineering or a related field.
- (B) Four years of increasingly responsible facility maintenance experience including 1 year lead or supervisory experience.
- (C) Any combination of equivalent education or experience may be applied toward the minimum qualifications.
- (D) Possession of an valid driver's license.
- (E) Current certifications in CPR/AED and First Aid.

Necessary Knowledge, Skills and Abilities:

- (A) Materials, methods, terminology, equipment and tools used in the maintenance, repair, and construction of building structures and systems including those used in performing rough and finished carpentry, plumbing, heating, electrical, mechanical, and painting work.
- (B) Principles of supervision, training, and performance evaluation.
- (C) Basic principles and practices of municipal budget preparation and administration.

- (D) Construction and project management principles.
- (E) Principles and practices of safety management and the ability to use equipment and tools properly and safely.
- (F) Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- (G) Pertinent local, state and federal laws, ordinances, codes, and rules.
- (H) Ability to work independently and to complete daily activities according to work schedule;; ability to communicate effectively, verbally and in writing; ability to understand and follow written and verbal instructions; ability to establish effective working relationships.
- (I) Read and understand construction drawings, plans and specifications.
- (J) Organize, implement and direct facility maintenance operations and activities.
- (K) Interpret and explain pertinent department policies and procedures.
- (L) Develop cost estimates for supplies and equipment.
- (M) Perform the most complex maintenance duties and operate related equipment.
- (N) Demonstrate tact and diplomacy with the public.
- (O) Develop and recommend systems and procedures related to assigned operations.

## **SPECIAL REQUIREMENTS**

May be required to work on-call, evenings and weekends.

## **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to reach with hands and arms. The employee frequently is required to stand; walk; and use hands to finger, handle, feel or operate objects, tools, or controls. The employee is occasionally required to sit, climb or balance, stoop, kneel, crouch, crawl, talk, or hear.

The employee must regularly lift and/or move up to 50 pounds and occasionally lift and/or move more than 100 pounds with mechanical assistance. Specific vision abilities required by this job include close vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

## **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works near moving mechanical parts. The employee occasionally works in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, and toxic chemicals. The employee is occasionally exposed to risk of electrical shock. The employee may occasionally work outside in extremely cold or hot temperatures.

The noise level in the work environment can be high during operation of equipment.

## **SELECTION GUIDELINES**

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



## AGENDA ITEM INFORMATION FORM

**AGENDA ITEM:** Consider approval of budget adjustments from Parks & Recreation and General Fund Contingency to Public Works.

**SUBMITTED BY:** Anna Slocum, director Parks and Recreation

**MEETING DATE:** March 25, 2019

### PROJECT BACKGROUND/DESCRIPTION:

Council Policy No. 102 requires City Council approval of budget adjustments between departments upon recommendation of the City Administrator and Finance Director.

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

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

- First, a transfer of funds from Parks and Recreation salaries/benefits to Public Works salaries/benefits.
- Second, the remaining funds be transferred from General Fund Contingency to Public Works salaries/benefits.

The Finance Director has reviewed and City Administrator has approved this budget adjustment.

### CITY COUNCIL GOALS AND OBJECTIVES

2.0 Exceptional Service Delivery

### FINANCIAL IMPACT

**Amount of Request/Contract:** \$37,500

**Amount Budgeted:** \$23,000 in General Fund Parks & Rec

**Funding Source/Account #:** General Fund Contingency; General Fund Parks & Rec

### SUPPORTING DOCUMENTS

Budget Adjustment

### ACTION NEEDED/STAFF RECOMMENDATION

Staff recommends City Council approve the budget adjustment of \$23,000 from Parks & Rec Salaries/Benefits and \$14,500 from General Fund Contingency to Public Works Salaries/Benefits





## AGENDA ITEM INFORMATION FORM

**AGENDA ITEM:** Consider approval of a Professional Services Agreement (PSA) with Confluence for professional services related to the Comprehensive Plan Update.

**SUBMITTED BY:** Bryan P. Dyer, Community Development Director

**MEETING DATE:** March 25, 2019

### PROJECT BACKGROUND/DESCRIPTION:

The Five Year Capital Improvement Program (CIP) budgets \$250,000 for the updating of the Merriam Comprehensive Land Use Plan. The allocation is \$125,000 for 2019 and \$125,000 for 2020.

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

Following the review and rating the responses the Selection Group identified three firms to interview. Four of members of the Selection Group (Brian Knaff, Chris Engel, John Hollis, and Bryan Dyer) conducted the interviews. Following the interviews, the Selection Group identified Confluence as the firm it would recommend to the City Council to perform the Comprehensive Plan Update.

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

Anticipated cost amounts stated in RFP:

Confluence	\$247,850	Logan Simpson	\$250,000
Gould Evans	\$250,000	SOM	\$250,000
H3 Studio	\$245,000	Stantec	\$249,049

### CITY COUNCIL GOALS AND OBJECTIVES

Enhance Community Identity and Connections; Provide Exceptional Service Delivery; Improve Physical Conditions and Property Values; Maintain Economic Vitality

### FINANCIAL IMPACT

<b>Amount of Request/Contract:</b>	\$247,850
<b>Amount Budgeted:</b>	\$250,000
<b>Funding Source/Account #:</b>	CIP Fund – Project GM1901

### SUPPORTING DOCUMENTS

PSA signed by Confluence

### ACTION NEEDED/STAFF RECOMMENDATION

The City Council concur with the Selection Group's recommendation to engage Confluence for professional services related to the updating of the Merriam Comprehensive Land Use Plan and authorize the Mayor to sign the PSA.

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Merriam, Kansas, a municipal corporation ("City,") and Confluence, a CORPORATION having its principle place of business in **Kansas City, Missouri** ("Consultant").

**WHEREAS**, the City needs professional assistance to perform the services outlined in the Scope of Services described in Exhibit B; and

**WHEREAS**, the Consultant represents that it has sufficient experience and qualified personnel to perform the professional services herein described on behalf of the City; and

**WHEREAS**, The City has determined, based upon information provided by the Consultant, that Consultant is qualified to provide the professional services described herein.

**WHEREAS**, the City and Consultant desire to enter into this Agreement to set forth the specific terms and conditions of their relationship.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and agreements set forth herein, the parties agree as follows:

**SECTION 1. Engagement.** The City hereby engages Consultant as an independent contractor to perform the services described in this Agreement and Consultant accepts that engagement.

### **SECTION 2. Services.**

- (a) **Scope of Services.** Consultant shall perform those services ("Contract Services") described under Scope of Services in Exhibit B, which is attached to this Agreement and incorporated herein by reference. The City may also request additional services not anticipated at the time of this Agreement. At the City's request, the Consultant shall submit a written scope of the additional work including an estimate of additional costs for the performance of the additional work. No change in scope shall be effective nor additional compensation be paid, except on the basis of the provisions of a written supplemental agreement or an amendment signed by the Parties.
- (b) **Subcontracting Services.** Consultant may not, without first obtaining the City's written consent, subcontract any of the Contract Services. Notwithstanding the City's consent to any subcontracting, Consultant shall remain fully responsible for all obligations under this Agreement.
- (c) **Time of Performance.** The Consultant agrees to complete the Contract Services within the times listed in Exhibit B, Scope of Service. In absence of written directions to the contrary, receipt of the executed Agreement shall be the Consultant's Notice to Proceed. At the City's discretion, an extension of time may be granted to the

Consultant for delays determined by the City as unavoidable. Consultant may request an extension of time stating the reasons for such a request. The term of this Agreement may be extended by mutual agreement of the parties beyond the time periods outlined in Exhibit B for the purpose of the Consultant providing any additional services, as outlined in Exhibit B, as may be requested by City and agreed to by Consultant.

- (d) **Qualified Personnel.** Consultant shall provide sufficient qualified personnel to perform the Contract Services. If directed by the City, the Consultant shall remove any person the Consultant employs in connection with the work.
- (e) **Performance.** In performing the Contract Services, Consultant agrees to take all steps necessary for the full and effective performance of those tasks.
- (f) **Assistance from City.** To assist Consultant in performing the Contract Services, the City will perform the duties outlined in Exhibit B, if any, in a timely manner so as not to unreasonably delay the Consultant's services.

**SECTION 3. Compensation and Expenses.** As set forth in Exhibit A, the City shall pay the Consultant for the Contract Services it performs as outlined in Section 2 of this Agreement.

**SECTION 4. Termination of Agreement.** The City may terminate this Agreement at any time for convenience or cause upon written notice to Consultant. If the City terminates the Agreement under this Section, the City shall pay the Consultant for Contract Services satisfactorily performed by Consultant before the termination, and for all associated expenses incurred by the Consultant before the termination. Under no circumstances will the Consultant be entitled to anticipatory profits or consequential damages. The provisions regarding indemnity and insurance shall survive the termination of this Agreement.

**SECTION 5. Reports and Documents.**

- (a) **Property and Possession.** All reports, studies, analyses, memoranda, and related data and material, as may be developed during the performance of the Contract Services, shall be submitted to and shall be the exclusive property of the City, which shall have the right to use the same for any purpose without further compensation to the Consultant. Consultant may use its own proprietary software for the purposes of generating the data required by the Agreement. The parties agree that the City shall retain all rights to the data generated, but that the Consultant shall retain all rights to the proprietary software.
- (b) **Status of Documents upon Expiration or Termination.** If this Agreement expires or is terminated for any reason, all finished or unfinished documents prepared as part of the Contract Services shall immediately be transmitted to the City by Consultant, with the exception of the Consultant's proprietary software, as noted in Section 5(a). Consultant

shall also immediately upon expiration or termination of this Agreement, return to the City all of the studies, maps, and other data furnished to the Consultant by the City under this Agreement.

- (c) **Confidentiality.** Consultant shall not release to any person except City representatives and others authorized by City any reports or related materials prepared for the City pursuant to Consultant performance of the Contract Services and maintained confidentiality by the City. This Agreement, however, does not preclude Consultant from performing any service (whether or not similar in nature to a Contract Service) on behalf of other clients in the city or elsewhere. All reports and documents prepared, assembled, or compiled by Consultant pursuant to the terms of this Agreement are to be considered confidential and Consultant agrees that it will not, without prior written consent of the City, submit or make the same available to any individual, agency, public body, or organization other than the City, except as may otherwise herein be provided, subject to the provisions of the Kansas Open Records Act.

**SECTION 6. Compliance with Laws.** Consultant shall comply with local, state, and federal rules, regulations, and laws pertaining to this Agreement that are applicable at the time the Consultant conducts the Contract Services, regardless of whether such requirements are specifically referred to in this Agreement. Consultant shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, and agents against any claim or liability arising from or based on any violation of the same.

**SECTION 7. Compliance with Equal Opportunity Laws, Regulations, and Rules.**

- (a) **Discrimination Prohibited.** Consultant agrees to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin or ancestry, or age.
- (b) **Solicitations.** In all solicitations or advertisements for employees, Consultant shall include the phrase “equal opportunity employer” or a similar phrase approved by the Kansas Human Rights Commission (Commission).
- (c) **Non-Compliance.** Consultant shall be deemed to have breached this Agreement and it may be cancelled, terminated, or suspended in whole or in part by the City, if the Consultant:
  1. fails to comply with the reporting requirements of K.S.A. 44-1031 or K.S.A. 44-1116, and amendments thereto; or
  2. is found guilty of the Kansas Act Against Discrimination or the Kansas Age Discrimination in Employment Act under a decision or order of the Commission that has become final.

- (d) **Flow Through Requirements.** Consultant shall include the provisions of Section 7(a)-(c) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- (e) **Exempt Contractors.** The provisions of this Section 7(a)-(d) are recommended but not enforceable against Consultant if:
  - 1. Consultant employs fewer than four employees at all times during the term of this Agreement; or
  - 2. All of Consultant's contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City pursuant to K.S.A. 44-1030(c).
- (f) **ADA Compliance.** Consultant agrees to comply with the American with Disabilities Act of 1990 ("ADA"), codified as amended at 42 U.S.C. § 12101 *et seq.*, as well as all other federal, state, and local laws, ordinances, rules, and regulations applicable to this project and to furnish any and all certification that may be required by federal, state, or local governmental agencies in connection therewith.
- (g) **Code Compliance.** Consultant agrees to comply with Chapter 35, Article III of the Merriam Code, which prohibits discrimination in employment, housing, and public accommodations on the basis of an individual's sexual orientation or gender identity.

#### **SECTION 8. Insurance.**

- (a) **General.** Consultant shall secure and maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed in writing) of such types and in at least such amounts as required herein. The City shall be named as an additional insured for all coverages required herein except workers' compensation coverage and professional liability coverage. All insurance procured for this Agreement by the Consultant, including additional insured designations, shall be primary and noncontributory. Consultant shall provide certificates of insurance on forms acceptable to the City at the time of this Agreement's execution. The Certificate shall specify the date when such insurance expires. A renewal certificate shall be furnished to the City before the expiration date of any coverage. The City shall be notified by receipt of written notice from the insurer at least 30 days before material modification or cancellation of any policy listed on the Certificate.
- (b) **Notice of Claim.** Consultant, upon receiving notice of any claim in connection with this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.
- (c) **Reduction of Policy Limits.** Consultant shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by this Agreement) if the Consultant's limits of protection have been impaired or reduced to such extent that the limits fall below the minimum amounts

required hereunder. In that event, Consultant shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

(d) **Industry Ratings.** Consultant agrees that its insurance carrier must:

1. a. Be licensed to do business in the State of Kansas;  
b. Carry a Best's policyholder rating of "A-" or better and;  
c. Carry at least a Class VIII financial rating; OR
2. Be acceptable to the City.

(e) **Insurance Required.** Consultant agrees to secure and maintain the following insurance:

1. **Commercial General Liability.** Consultant shall maintain General Liability coverage including Premises-Operations Liability, Independent Contractors Liability, Products and Completed Operations, and Broad Form Property Damage within these minimum limits:

Bodily Injury & Property Damage	\$1,000,000 combined single limit per occurrence: \$2,000,000 annual aggregate
Fire Damage Liability	\$50,000
Medical Payments	\$5,000

The property damage liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damages to underground property.

2. **Comprehensive Automobile Liability.** Consultant shall maintain Automobile Liability coverage including coverage for Owned, Hired and Non-owned Auto Liability providing for all injuries to members of the public and damage to property of others arising from the use of motor vehicles on and off the Work site with these minimum limits:

Bodily Injury & Property Damage	\$1,000,000 combined single limit per occurrence
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3. **Workers' Compensation and Employer's Liability.** Consultant shall maintain Workers' Compensation coverage for all claims made under applicable state workers' compensation laws. Consultant shall also maintain Employer's Liability coverage for claims made for injury, disease, or death of an employee that, for any reason, may not fall within the provisions of a workers' compensation law. The following minimum limits shall apply:

Workers' Compensation	Statutory Limits
Employers' Liability	\$500,000 each accident
	\$500,000 disease – policy limit
	\$500,000 disease – each employee

4. **Professional Liability Insurance.** Consultant shall maintain Professional Liability Insurance in an amount of no less than \$1,000,000.

(f) **Subcontractor's Insurance.** If a part of this Agreement is to be sublet, the Consultant shall either:

1. Cover all subcontractors under its insurance policies; or
2. Require each subcontractor not so covered to secure insurance that will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Consultant shall indemnify and hold harmless the City as to any and all damages, claims, or losses, including attorneys' fees, arising out of or resulting from negligent acts or omissions of its subcontractors.

**Section 9. Indemnification.** Without in any way limiting indemnification obligations that may be set forth elsewhere in this Agreement, Consultant shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, and agents, from all claims, damages, losses, liabilities, costs, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of Consultant's services, provided that any such claim, damage, loss, liability, cost, or expense is caused in whole or in part by a negligent and/or intentional act, error, or omission of the Consultant, its subcontractors, anyone directly or indirectly employed or retained by any of them, or anyone for whose acts any of them may be liable, whether or not arising before or after completion of Consultant's services. Consultant shall give the City immediate written notice of any claim, suit, or demand that may be subject to this provision.

**Section 10. Disputes.** The City and Consultant agree that disputes relative to the Contract Services of this Agreement should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis of the dispute shall be free to take such steps as it deems necessary to protect its interest; provided, however, that notwithstanding any such dispute, the Consultant shall proceed with its services under this Agreement as though no dispute exists; and provided further, that no arbitration proceedings shall be initiated by Consultant without the prior written consent of the City.

**Section 11. Representations.** The Consultant certifies that:

- (a) The price submitted and the costs comprising same are independently arrived at without collusion.
- (b) The Consultant has not knowingly influenced and promises that it will not knowingly influence a City employee or former City employee to breach any ethical standard.
- (c) The Consultant has not violated, is not violating, and promises that it will not violate the City's policy of prohibition against gratuities and kickbacks.
- (d) The Consultant represents that it has not retained and will not retain a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- (e) The Consultant is currently unaware of any conflict of interest with any party affected by this Agreement. Consultant agrees that if any conflict of interest should arise in the future, it will give notice to the City immediately.

**Section 12. Quality Assurance.** Consultant warrants that all work and services performed under this Agreement, shall conform to or exceed the recognized professional standards prevalent in their field. Further, the Consultant warrants that all work and service performed under this Agreement shall be performed with the professional expertise, skills, and knowledge of state of the art procedures and techniques in all relevant subject matters. The Consultant accordingly shall be capable of performing the necessary consulting and other services required herein and possess the ready comprehension of the required subject matter and the expertise to provide these services.

**Section 13. Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Consultant without the prior written consent of the City. This Agreement is binding upon and fully enforceable against the successors and assigns of Consultant, whether consented to or not.

**Section 14. Notices.** Any formal notice required or permitted under this Agreement shall be deemed sufficiently given if the notice is in writing and personally delivered or sent by First Class mail, postage prepaid, to the party to whom said notice is to be given. Notices delivered in person shall be deemed to be served effective as of the date the notice is delivered. Notices sent by First Class Mail shall be deemed to be served 72 hours after the date the notice is postmarked to the addressee, postage prepaid.

Until changed by written notice given by one party to the other, notice to the Consultant shall be made at the address set forth following the Consultant's signature block. Notice to the City shall be made as follows:

City of Merriam, Kansas  
9001 W. 62nd Street  
Merriam, KS 66202  
Attn: Bryan P. Dyer

**Section 15. Independent Contractor.** In no event, while performing under this Agreement, shall Consultant be deemed to be acting as an employee of the City; rather, Consultant shall be deemed to be an independent contractor. Consultant shall be responsible for and pay all taxes and withholdings required by law upon the compensation paid under this Agreement, and shall defend, indemnify, and hold harmless the City from liability in connection therewith. Nothing expressed herein or implied herein shall be construed as creating between Consultant and the City the relationships of employer and employee, principal and agent, a partnership, or a joint venture.

**Section 16. Compliance with Kansas Cash Basis Law.** The right of the City to enter into this Agreement is subject to the provisions of the Cash-Basis Law (K.S.A. 10-1101 et seq.), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the City shall remain in conformity with such laws. The City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of any laws of the State of Kansas.

**Section 17. Legal Action.** The parties agree that the appropriate venues for any legal actions arising out of this Agreement are the District Court of Johnson County, Kansas, or, if federal jurisdiction exists, the United States District Court for the District of Kansas.

**Section 18. Governing Law.** This Agreement, the rights and obligations of the parties, and any claim or dispute arising hereunder shall be construed in accordance with the laws of the State of Kansas.

**Section 19. Phraseology.** In this Agreement, the singular includes the plural, the plural includes the singular and any gender includes the other gender.

**Section 20. Descriptive Headings and Capitalization.** The descriptive headings of the provisions of this Agreement are formulated and used only for convenience and shall not be deemed to affect the meaning and construction of any such provision. Some terms are capitalized throughout the Agreement, but use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

**Section 21. Invalidity.** If any provision in this Agreement shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by

reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.

**Section 22. Waiver.** The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.

**Section 23. Merger.** This Agreement and the documents incorporated by reference constitute the entire agreement between the parties with respect to the professional services set forth herein. There are no verbal understandings, agreements, representations or warranties between the parties that are not expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties, both written and oral.

**Section 24. Verbal Statements Not Binding.** It is understood and agreed that the written terms and provisions of this Agreement supersede all verbal statements of any and every official or other representative of the City, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, this written Agreement.

**Section 25. Amendments.** This Agreement may not be amended unless such amendment is in writing and signed by both parties.

**Section 26. Survivorship.** Notwithstanding the termination of this Agreement, Consultant's obligations with respect to Insurance (Section 8) and Indemnification (Section 9), and any other terms and conditions that by their nature should survive termination, shall survive the termination of this Agreement.

**Section 27. Exhibits.** The following Exhibits are attached to and made a part of this Agreement, including

Exhibit A: Compensation.

Exhibit B: Scope of Work/Confluence RFP Response

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

**CITY OF MERRIAM, KANSAS**

Signed: \_\_\_\_\_

By: Ken Sissom

Title: Mayor

**CONTRACTOR**



Signed: \_\_\_\_\_

By: WM. CHRISTOPHER CLINE

Title: SENIOR VICE-PRESIDENT / CONFLUENCE

Address: 417 DELAWARE, KCMO 64105

### EXHIBIT A: Compensation

This contract spans two City of Merriam budget years – 2019 and 2020. The total budget for this project is \$250,000. The City’s 2019 Budget allocates \$125,000 for this project. The City’s budget is for a calendar year. As part of the budgeting process, city staff will request the City Council to include \$125,000 for this project in the 2020 Budget. However, it is not guaranteed that the Council will include the additional \$125,000 in the City’s 2020 Budget. Consultant project expenses incurred in 2019 that are in excess of \$125,000 are done at the Consultant’s risk.

#### Project Budget

Year 2019 -	\$125,000
Year 2020 -	<u>\$125,000</u>
Total	\$250,000

The following page is the anticipated cost breakdown from the Consultant’s Response to Request for Proposal.

## SECTION FIVE | ANTICIPATED COST BREAKDOWN

### ANTICIPATED COST BREAKDOWN

The estimated fees for providing professional services as outlined in our Project Approach and Scope is outlined using a lump sum basis as shown below. While this is our best approximation of the level of effort it will take to successfully complete this plan as outlined herein, our team remains flexible to review specific components of our scope, approach, schedule, or planning methodology and to make adjustments if needed to best meet the City of Merriam's needs.

Planning Phase	Professional Fee
Phase 1 – Project Kick-Off Research + Analysis	\$ 57,600
Phase 2 – Vision, Input + Direction	\$ 56,250
Phase 3 – Draft Plan + Evaluation	\$102,500
Phase 4 – Final Draft Plan + Adoption	\$ 19,000
<i>Reimbursable Expenses</i>	\$ 12,500
<b>Total Anticipated Planning Fee</b>	<b>\$247,850</b>

### ADDITIONAL WORK SAMPLES

The following are links to example Comprehensive Plans and Area Plans for which Confluence was the lead firm completing the plan:

- The Ankeny Plan 2040, Ankeny, Iowa - <http://books.thinkconfluence.com/books/dslc/>
- Tea Comprehensive Plan Update, Tea, South Dakota - <https://cloud.thinkconfluence.com/index.php/s/1kSMekS8WjRMwsu>
- Lansing 2030, Lansing, Kansas - <https://cloud.thinkconfluence.com/index.php/s/dEixVLstkjDYBFr>
- Shawnee Mission Parkway Corridor Study, Merriam, Kansas - <http://books.thinkconfluence.com/books/onla>

### ADDITIONAL PROJECT REFERENCES

Below is the contact information for municipal references for similar projects:

#### ERIC C. JENSEN | AICP | THE ANKENY PLAN 2040

Planning and Building Department Director, City of Ankeny, Iowa / 515.963.3547 / ejensen@ankenyiowa.gov

#### SCOTT WINGERSON | GLADSTONE VILLAGE CENTER MASTER PLAN + NUMEROUS PLANNING ASSIGNMENTS

City Manager, City of Gladstone, Missouri / 816.436.2200 / scottw@gladstone.mo.us

#### KEVIN NISSEN | TEA COMPREHENSIVE PLAN

Planning & Zoning Administrator, City of Tea, South Dakota / 605-498-5192 / cityoftea@iw.net

#### TIM MOERMAN | KETTLESTONE MASTER PLANNING

City Administrator, City of Waukee, Iowa / 515.978.7902 / tmoerman@waukee.org

#### BILL MICHEEL | MT. VERNON ROAD CORRIDOR ACTION PLAN

Assistant Director, Community Development, City of Cedar Rapids, Iowa / 319.286.5045 / w.micheel@cedar-rapids.org

#### CAROLYN YATSOOK | NORTH SCOTT CORRIDOR PLAN

Economic Development Director, City of Belton, Missouri / 816.892.1263 / cyatsook@belton.org

#### ELLEN HABEL | WEST LAND USE AREA MASTER PLAN

Assistant City Administrator, City of Coralville, Iowa / 319.248.1700 / ehabel@coralville.org

#### DAVID WILWERDING | MERLE HAY ROAD REDEVELOPMENT PLAN

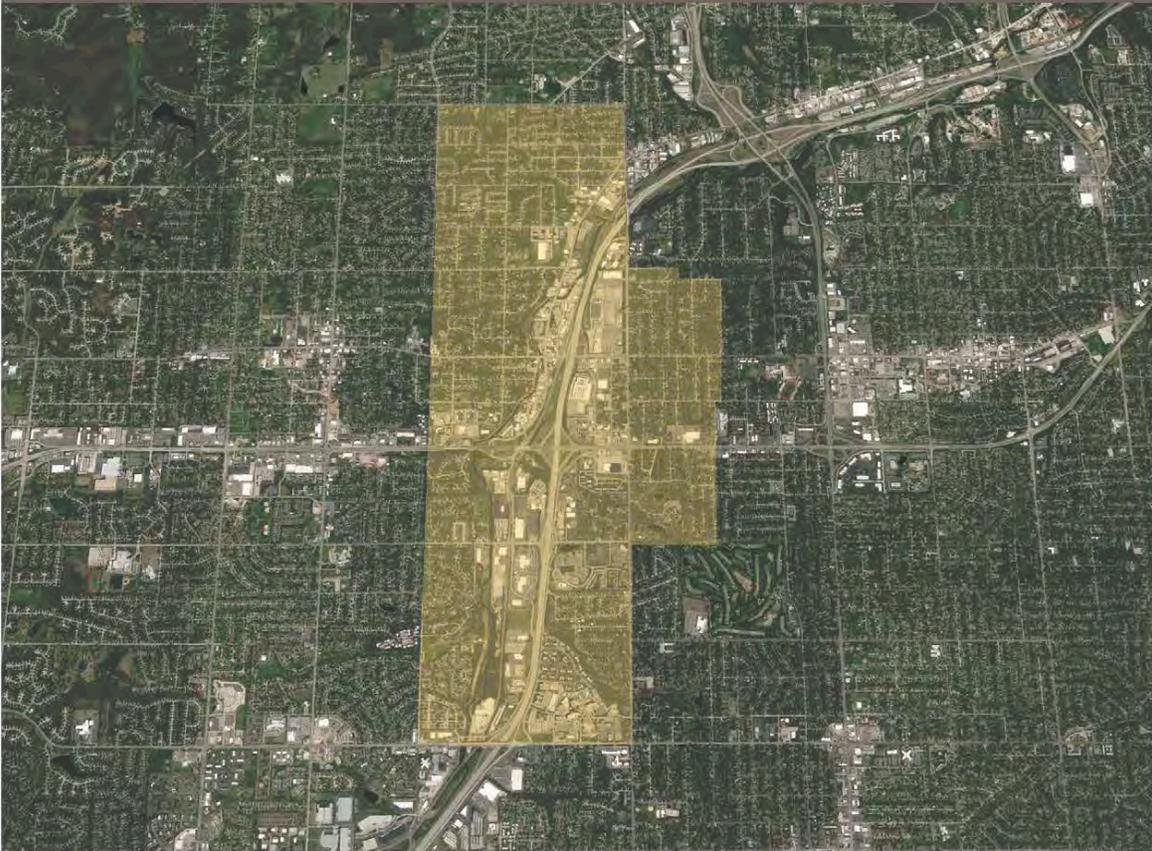
Community Development Director, City of Johnston, Iowa / 515.727.7775 / DWilwerding@cityofjohnston.com

**EXHIBIT B: Scope of Work**

RESPONSE TO REQUEST FOR PROPOSALS

**COMPREHENSIVE LAND USE PLAN UPDATE  
CITY OF MERRIAM, KANSAS**

FEBRUARY 4, 2019



**CONFLUENCE**

417 Delaware Street  
Kansas City, Missouri 64105  
816.531.7227

In association with:



+



+



+



Contact:

Wm. Christopher Cline  
816.531.7227 X 202

[ccline@thinkconfluence.com](mailto:ccline@thinkconfluence.com)  
[www.thinkconfluence.com](http://www.thinkconfluence.com)

February 4, 2019

Bryan Dyer  
Community Development Director  
City of Merriam  
9001 W. 62nd Street  
Merriam, KS 66202

**RE: City of Merriam Comprehensive Land Use Plan Update / Request for Proposals**

Dear Mr. Dyer and Members of the Selection Committee:

On behalf of the Confluence team, thank you for the opportunity to submit our response to your Request for Proposals to review and update the City of Merriam's Comprehensive Land Use Plan. We've enjoyed successfully collaborating with the City of Merriam on several key projects over the years. This insight will help our team create a functional, inspiring, and community-supported Comprehensive Plan that establishes a long-term vision and a "blueprint" for the future of Merriam.

We've assembled a team that brings together local and national experience, capabilities, and proven skills in master planning, comprehensive planning, placemaking, market analysis, public engagement, and project management. Our team includes:

- **Confluence:** Project Leader, Community Visioning + Engagement, Planning, Natural Resources, Parks and Recreation, Implementation Strategies, and GIS Mapping
- **WSP:** Transportation Analysis + Transit Mobility Opportunities, Capital Improvements Plan
- **Collins Notels & Associates:** Public Policy + Engagement Assistance
- **Leland Consulting:** Market Analysis + Economic Development
- **ETC:** Community Survey

This project as an opportunity to build on Confluence's recent planning experiences and the many citizen/stakeholder conversations we've had over the last few years with the Merriam community. This is also a chance to engage your constituents in a dynamic and transparent planning process – one that involves effective facilitation, creative thinking, and crafting a unifying vision for Merriam's future.

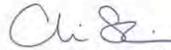
The strength of Merriam's Comprehensive Plan should be a direct reflection of the sense of authorship and ownership that key stakeholders have in its creation. This plan must be THEIR PLAN – and we recognize our role as stewards of the collaborative process as we lead this effort.

We are excited about this opportunity to become your partner in progress, and we look forward to discussing our qualifications and approach with you in further detail. Thank you in advance for your consideration.

Respectfully,



Wm. Christopher Cline, ASLA, PLA  
Sr. Vice President + Principal-In-Charge  
816.531.7227 office  
816.256.6658 mobile  
ccline@thinkconfluence.com



Christopher Shires, AICP, Principal  
Principal Planner + Project Manager  
515.288.4875 office  
515-975-1050 mobile  
cshires@thinkconfluence.com

DES MOINES / KANSAS CITY / SIOUX FALLS / CEDAR RAPIDS / MINNEAPOLIS / OMAHA

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## SECTION ONE | STATEMENT OF QUALIFICATIONS AND PROJECT TEAM + CAPACITY

### STATEMENT OF QUALIFICATIONS

The Confluence team is excited by the opportunity to become your partner in progress and is prepared to lead the review and creation of a new Comprehensive Plan to establish a shared vision for guiding the next 20 years of community growth and evolution in Merriam. We are pleased to submit our professional planning qualifications to develop a Comprehensive Land Use Plan that is community-focused and in alignment with the Community's vision for the future – while also complimenting and balancing the desires and goals of a wide array of constituents including the City's Planning Commission, the Mayor and City Council, residents and property owners.

We have assembled a proven team with local knowledge and National experience that will provide the City with the best of both worlds – familiar faces and a fresh perspective. We are industry leaders in stakeholder participation + public engagement and experts in growth and land use analysis, land use planning, urban design, stormwater management techniques, natural resource protection, transportation planning, public utilities and capital improvement planning.

Included within this proposal are project examples showing our experience in completing relevant Comprehensive Plans, Land Use Plans, and Master Plans for several communities. We embrace the unique circumstances and needs identified in each community – and the plans we deliver are customized to reflect the input we've received throughout the planning process. What is not unique to each community is the need for open communication with City staff, elected officials, board and commission members, residents, property owners, and other community stakeholders.

Our team's approach to Comprehensive Planning is based on open communication and establishing an interactive, inclusive, and transparent community planning process involving the public at large, key community and business stakeholders; City staff, the Planning Commission, Parks Board, and the Mayor and City Council in helping to shape the City's future.

The City of Merriam plays a unique role within the Kansas City metropolitan area, yet it also has some inherent challenges to address and opportunities to explore. While it benefits commercially from the highest trafficked highway corridor in the State of Kansas, it also has several older neighborhoods with aging housing stock, a collection of suburban commercial properties that could be attractive to future redevelopment, and a downtown area that is hindered by a current floodplain designation and lack of a clear plan forward to address its long-term potential.

A formulaic "fill in the blank" approach to comprehensive planning will not provide the City with the results it needs and deserves. Our team will approach this project as an opportunity to energize the community, and we are committed to providing a collaborative and inclusive environment throughout the planning process to develop ideas, evaluate alternative concepts, and decide the most appropriate course of action as the plan takes shape.

Our team will provide Merriam with a uniquely tailored planning process that allows the plan to be shaped and appropriately influenced by those participating and providing input. Involvement of both the community and City leadership will be an integral component of our team's planning process, and we look forward to having the opportunity to provide strong and meaningful recommendations that improve the quality of life for the residents and businesses in Merriam.

### PROJECT TEAM

**CONFLUENCE** is a planning, urban design, and landscape architecture firm with 50 professional planners and landscape architects in 6 office locations. Confluence will lead the planning team covering public engagement, community visioning, population and development trends, land use analysis and planning, natural resources, stormwater, parks and recreation, implementation strategies, and mapping, and GIS mapping.

**Chris Cline** will serve as our Principal-In-Charge, and brings over 26 years of solid planning and urban design experience to our team. He has great familiarity working with the City of Merriam, and has been involved in leading the City's Shawnee Mission Parkway Corridor Plan and was integrally involved in the recent Parks and Recreation Facilities Master Plan. He enjoys working with multi-disciplinary teams and is adept at building consensus through community involvement. Chris will serve as the primary local point of contact for the City of Merriam and the planning team, and will provide planning oversight and facilitation for all community and stakeholder participation forums. As the project develops, he will provide leadership on all aspects of the project.

**Christopher Shires** is a Principal Planner and will serve as our day-to-day Project Manager responsible for all project deliverables, coordinating with our team members, and attending all key meetings. Christopher has over 22 years of city planning experience. Before joining Confluence, he served for more than 18 years in the public sector, first as a City Planner and later as City Development Manager with the City of West Des Moines, Iowa. In those roles, Chris annexed territory, developed master plans and long-range plans, reviewed and processed many hundreds of development applications for retail, mixed-use, office, and residential projects that represented billions of dollars in new development and building construction. This public sector experience has provided him unique expertise in the development and implementation of comprehensive plans, strategic plans, corridor and redevelopment plans as well as drafting zoning and subdivision regulations, city codes and policies, and design guidelines.

## STATEMENT OF QUALIFICATIONS AND PROJECT TEAM + CAPACITY

**Jane Reasoner** is a Community Planner with Confluence and will provide planning, GIS mapping, graphics, and demographic and economic analysis support for the project. Jane has worked on multiple Community Master Plans and Comprehensive Plans including for the communities of Ankeny, Iowa; Tea, South Dakota; and Johnson County, Iowa among others.

**WSP** is a local firm with transportation planning and engineering expertise and has successfully collaborated with Confluence on several community planning and transportation projects throughout the Midwest. They are also one of the world's leading engineering firms with more than 500 offices located in 40 countries. **Jay Aber** will support our team's transportation planning efforts by reviewing existing corridors to provide a high-level evaluation of opportunities to improve multi-modal connectivity through integrating a complete streets approach. **Jared Gulbranson** will assist in analyzing opportunities and providing high-level recommendations for transit and mobility-related components of the anticipated future community connectivity needs – with a specific focus on their potential impacts to future land use and redevelopment possibilities. The team at WSP will also be available to provide additional engineering-related support to assist our team in reviewing long-term community needs and identifying recommendations.

**COLLINS NOTEIS & ASSOCIATES** is a local planning and development firm bringing decades of experience in community planning and governmental policymaking. Founding Principal, **Vicki Noteis**, will provide support for our team's community engagement efforts and public policy recommendations.

**LELAND CONSULTING GROUP** is a nationally recognized market research and economic development firm from Portland, Oregon, that has served more than 200 communities across the country to shape long term plans, and to build the projects that immediately improve residents' quality of life: thriving downtowns, bustling shopping districts, inviting neighborhoods, and productive employment centers. They are the "go-to" experts for market analysis and development strategies that Confluence has relied upon for multiple comprehensive plans, corridor plans, master plans, and land use plans throughout the Midwest. Chris Zahas will lead Leland's role in the Comprehensive Plan and will be supported by **Ted Kamp**.

**ETC INSTITUTE** is a locally based, market research and survey firm that is trusted by communities across the country. **Ryan Murray**, Project Manager with ETC will provide direct oversight on the development and administration of a statically valid survey for Merriam. He will be supported by ETC's staff of over 100 professionals.

**Note:** *If any of our individual team members is unable to fully complete their commitment to serving on this project (either due to leaving the firm or other reasons beyond the firm's control), we will either assign these additional responsibilities to other identified members of our team and/or assign additional experienced staff to integrate into the team and complete this project. Each of our firms has available staff and expertise to handle this unlikely situation.*



### CAPACITY + FIRM PROFILES AND TEAM MEMBER RESUMES

Our team has the capacity to begin work immediately to deliver a visionary and stakeholder supported Comprehensive Land Use Plan within the timeframe provided in this proposal. Included in the following pages are profiles for each firm and resumes with the experience of each team member. Section Two contains relevant project examples and references.

## STATEMENT OF QUALIFICATIONS AND PROJECT TEAM + CAPACITY

### LOCATIONS

**Kansas City**  
417 Delaware Street  
Kansas City, Missouri 64105  
816.531.7227  
terryb@thinkconfluence.com  
ccline@thinkconfluence.com  
pjnovick@thinkconfluence.com

**Des Moines**  
525 17th Street  
Des Moines, Iowa 50309  
515.288.4875  
chris@thinkconfluence.com  
cshires@thinkconfluence.com  
mcarlite@thinkconfluence.com

**Cedar Rapids**  
900 2nd Street SE, Suite 104  
Cedar Rapids, Iowa 52401  
319.409.5401  
palvord@thinkconfluence.com

**Minneapolis**  
530 N Third Street, Suite 120  
Minneapolis, Minnesota 55401  
952.451.0144  
tminarik@thinkconfluence.com

**Omaha**  
1111 N. 13th Street, Suite 204  
Omaha, Nebraska 68102  
402.670.6565  
dsilkworth@thinkconfluence.com

**Sioux Falls**  
524 North Main Avenue, Suite 201  
Sioux Falls, South Dakota 57104  
605.339.1205  
jjacobson@thinkconfluence.com

[www.thinkconfluence.com](http://www.thinkconfluence.com)



**WHY WE EXIST**  
We bring together people, ideas and the creative process to enhance the quality of life. We succeed by crafting unique solutions with purpose and authenticity.

### ABOUT CONFLUENCE

Confluence is a professional consulting firm comprised of landscape architects and planners. Our firm's work includes a wide range of public, educational, institutional, and private sector projects. Our process is focused on collaboration and interaction with our clients, consultants and the community in which we work. Confluence's staff of 48 includes 24 licensed landscape architects and AICP certified planners. Our landscape architects carry licenses in Kansas, Iowa, Missouri, Minnesota, Nebraska, North Dakota, South Dakota, Tennessee, Wisconsin, and Wyoming.

We bring the skills of landscape architecture, land planning and urban design to each project, giving us the tools to merge our client's needs with the environment. Our work is characterized by a philosophy of place-making; creating unique, human connections with every project, its location, and its surrounding environment.

### MOMENTUM, ENERGY AND DEPTH

These three words best describe the passion, creativity, experience, and people of Confluence. With twenty years of award-winning experience and hundreds of completed projects, Confluence has helped shape the practice of landscape architecture, planning, and urban design across the Midwest. We believe the values that we share define who we are and serve as the basis for our success. The same core principles set forth with our founding in 1998 continue to guide our growth-exceed expectations, better our communities, deliver exceptional service, and collaboratively design built environments with a sense of place.

### OUR CREATIVE PROCESS

While program elements or locations may differ, our ability to listen, create, and uniquely respond to our client's needs remains consistent. We have unwavering focus on providing customized solutions that transport our clients' vision to life. Our expertise is evident by our built portfolio of completed projects.

As design and planning leaders, we collaborate across disciplines, keeping our client's goals, budget and schedule at the forefront. We strive to understand our client's unique needs, and to think beyond the scope with each assignment. We explore numerous alternatives in an effort to allow each project to achieve its true potential - and hopefully exceeding your expectations in the process. Great design and planning results from a managed creative process requiring the collaborative efforts of multiple people and skill sets. We expand this idea into a sustainable reality - the confluence of a client's needs and the value our team brings.

*Confluence is a place where energy, momentum and depth converge – where your ideas become reality. The location where spaces become places and places become destinations.*



## STATEMENT OF QUALIFICATIONS AND PROJECT TEAM + CAPACITY

### LOCATION

**Kansas City**  
1600 Genessee St.  
Suite 354  
Kansas City, Missouri 64102  
816.283.8322

[www.cna-kc.com](http://www.cna-kc.com)



**Collins Noteis & Associates, I.C.**  
*Urban planning, community development and government affairs*

### ABOUT COLLINS NOTEIS & ASSOCIATES

Collins Noteis & Associates specializes in urban and community planning, strategic planning, economic development and government affairs. Founding principals Robert Collins and Vicki Noteis have over 60 years of collective experience in both the public and private sectors. Both have extensive experience in the management of complex projects and a unique combination of the creative problem-solving, planning and implementation skills required to solve the many challenges facing urban communities today. CNA's experience includes both private and public sector clients. Work includes zoning and city approval process assistance for development projects, comprehensive and strategic planning, and organizational development support for not-for-profit organizations, models for integrated public decision-making and public policy, and urban planning and design.

Vicki Noteis formed CNA after 14 years with the City of Kansas City, Missouri, as Director of City Planning and Development, Assistant City Manager and Director of the FOCUS Kansas City Plan. She was responsible for the completion of the City's first strategic and comprehensive master plan since 1947, involving over 15,000 citizens in an innovative public participation process that resulted in the American Planning Association's award of "Best City Plan" in 1999.

### Firm Focus

- Urban and Community Planning
- Strategic Planning
- Economic Development and Government Affairs

### LOCATION

**Lenexa**  
16201 West 95th Street Suite 200  
Lenexa, KS 66219  
913.754.5572

[www.wsp.com](http://www.wsp.com)



### ABOUT WSP USA, INC.

WSP USA Inc., formerly WSP | Parsons Brinckerhoff, is the U.S. operating company of one of the world's leading engineering and professional services firms. Dedicated to serving local communities, we are planners, engineers, technical experts, strategic advisors and construction management professionals.

WSP USA designs lasting solutions in the transportation, buildings, energy, water and environment sectors. With nearly 7,000 people in 100 offices across the U.S., we have planned, designed and managed the construction of some of the most iconic transit and rail systems, high-rise buildings, bridges, highways and tunnels across the U.S.

WSP's Kansas City office has been a part of the metropolitan Kansas City community for over 17 years, with 36 professional staff serving a variety of clients.

## STATEMENT OF QUALIFICATIONS AND PROJECT TEAM + CAPACITY

### LOCATION

**Portland**  
610 SW Alder, Suite 1008  
Portland, Oregon 97205  
503.222.1600  
czahas@lelandconsulting.com

[www.lelandconsulting.com](http://www.lelandconsulting.com)



### ABOUT LELAND CONSULTING GROUP

Exceptional public and private leaders have bold visions for their downtowns, neighborhoods, employment centers, and cities. Leland Consulting Group helps to refine and realize those visions.

Through our work in more than 200 communities across the country, we have helped to shape long-term plans, and to build the projects that immediately improve residents' quality of life: thriving downtowns, bustling shopping districts, inviting neighborhoods, and productive employment centers.

As urban strategists, our role is to keep the big picture in sight, while providing deep expertise in the strategic, market, financial, and economic elements that make projects possible. We recognize that special and economically viable places result not just from one factor, but from the combination of quality design, supportive markets, developer capacity, and financial strength. And during every assignment, we engage the public and private champions essential to rallying support and overcoming obstacles. Leland Consulting Group provides the following services:

- Development Conceptualization
- Market Research and Strategies
- Pre development Strategies
- Product Positioning and Branding
- Building and Development Programs
- Negotiation Facilitation
- Financial Analysis and Investment Strategies
- Regulatory Approvals
- Long-term Economic Impact Analysis
- Implementation Strategies
- Corridor Development Potential

### LOCATION

**Olathe**  
725 W. Frontier Circle  
Olathe, Kansas 66061  
913.829.1215

[www.etcinstitute.com](http://www.etcinstitute.com)



### ABOUT ETC INSTITUTE

ETC Institute is a 102-person market research firm that specializes in the design and administration of market research for governmental organizations. Our major areas of emphasis include citizen satisfaction surveys, parks and recreation surveys, community planning surveys, business surveys, transportation surveys, employee surveys, voter opinion surveys, focus groups, and stakeholder interviews. Since 1982, ETC Institute has completed research projects for organizations in 49 states. ETC Institute has designed and administered more than 3,500 statistically valid surveys and our team of professional researchers has moderated more than 1,000 focus groups and 2,000 stakeholder meetings. During the past five years alone, ETC Institute has administered surveys in more than 700 cities and counties across the United States. **ETC Institute has conducted research for more major U.S. cities and counties than any other firm.**

Our Research is Implementation Oriented: ETC Institute's clients do not usually hire ETC Institute just to gather data. They use our services because they know we are focused on helping them achieve their short and long range objectives. A good measurement of our ability to help our clients implement their goals and objectives involves the values of new projects that have been funded as a result of our work. During the past five years, the results of our market research have led to more than \$3 billion in new funding for state, municipal and county governments as well as numerous nonprofit organizations. Projects that have been funded include a wide range of transportation improvements, community redevelopment projects, improvements to schools and health care institutions, water and electrical utility improvements, tourism attractions, neighborhood improvements, downtown revitalization projects, open space acquisition and park improvements, and the development of numerous specialized leisure facilities such as community centers, aquatic centers, and sports facilities.

## STATEMENT OF QUALIFICATIONS AND PROJECT TEAM + CAPACITY / CONFLUENCE



### **CHRIS CLINE, ASLA, PLA** | LANDSCAPE ARCHITECT + PRINCIPAL-IN-CHARGE

Chris brings over 26 years of solid planning experience, and enjoys collaborating with multi-disciplinary teams. He continually seeks creative solutions, and is adept at building consensus through community involvement. His work has included corridor planning and aesthetics, land planning, urban design, community revitalization, and parks and recreation improvements.

#### **PROFESSIONAL + CIVIC AFFILIATIONS**

American Society of Landscape Architects, Prairie Gateway Chapter - President / 2017-2018

TIF Commission Member - City of Parkville, Missouri / 2017 to present

Urban Land Institute / 2005 to present

- Membership Committee Chair / 2014 to 2016
- Programs Committee Chair / 2011 to 2014
- Chair of Mission Advancement / 2011 to 2013
- Management Committee Member / 2011 to 2016

American Planning Association - Member / 2017 to present

Downtown Council of Kansas City

- Infrastructure Committee / 2008 to present
- Parking + Transportation Committee / 2001 to 2005

Kansas City, Kansas Downtown Shareholders, Board of Directors / 2008 to 2014

Northland Redevelopment Partners, Clay County EDC / 2004 to 2006

Neighborhood Housing Services of Kansas City, Board of Directors / 1997 to 2000

Astor Place Homes Association, President / 1994 to 1997

#### **CURRENT + NOTABLE PROJECT EXPERIENCE**

Shawnee Mission Parkway Corridor Plan / Merriam, Kansas

Park Facilities Master Plan / Merriam, Kansas

Shawnee Mission Parkway Corridor Visioning Study / Shawnee and Merriam, Kansas

Burlington Corridor Complete Streets Plan / North Kansas City, Missouri

Comprehensive City Plan Update / Warrensburg, Missouri

Comprehensive Plan Update / Lansing, Kansas

Beyond the Loop Urban Design Alternatives / Kansas City, Missouri

Linking Historic Shawnee: A Multimodal Downtown Connectivity Plan - MARC Creating Sustainable Places / Shawnee, Kansas

A New Look at Old Town Downtown Revitalization Study - MARC Creating Sustainable Places / Lenexa, Kansas

Rock Island Corridor Study - MARC Creating Sustainable Places / Raytown, Kansas City, Lee's Summit, Greenwood and Pleasant Hill, Missouri

West Gateway District - Form Based Code / Mission, Kansas\*

Village Center Master Plan / Gladstone, Missouri\*

Comprehensive Plan Goals and Policies Update / Mission, Kansas

North Oak Corridor Transit Study - MARC Creating Sustainable Places / Kansas City and North Kansas City and Gladstone, Missouri

Downtown Pleasant Hill Sustainable Development Planning / Pleasant Hill, Missouri

K-7 Corridor Economic Development Strategy / Leavenworth and Wyandotte Counties, Kansas

Redevelopment Concept Planning: Shawnee Mission Parkway and Downtown / Shawnee, Kansas

Cedar Creek Area Plan + Overlay District / Olathe, Kansas

Southside Junction Redevelopment Plan / St. Joseph, Missouri

*\* work performed while employed by another firm*

#### **PROFESSIONAL EXPERIENCE**

26 Years Experience  
10 Years with Confluence

#### **EDUCATION**

Kansas State University  
Bachelor of Landscape  
Architecture / Spring 1992

#### **PROFESSIONAL REGISTRATIONS**

Licensed Professional  
Landscape Architect:  
• Missouri / #191  
• Kansas / #548

## STATEMENT OF QUALIFICATIONS AND PROJECT TEAM + CAPACITY / CONFLUENCE



### **CHRISTOPHER SHIRES, AICP** | PRINCIPAL PLANNER + PROJECT MANAGER

During his more than 18 years as a city planner and a development manager, Chris has witnessed billions of dollars in new development and building construction and has reviewed and processed hundreds of development applications including retail, mixed-use, office, and multi-family site plans and plats. He is skilled in preparing comprehensive plans, corridor and redevelopment plans as well as drafting zoning and subdivision regulations, city codes and policies, and design guidelines.

Prior to joining Confluence, he was in charge of managing the development review process for the City of West Des Moines, Iowa; an award winning, fast growing community in the Des Moines Metropolitan area. In this role he was responsible for providing recommendations to the Planning Commission and City Council and establishing new codes and policies for development requirements and standards. His experience in the public sector has allowed him the opportunity to see first-hand what works, and he feels strongly that attention to detail is very important in everything you do. Chris recognizes the importance of carefully listening so that the unique issues and needs found in every situation and location can be fully understood and addressed.

#### **PROFESSIONAL EXPERIENCE** 23 Years Experience 5 Years with Confluence

**EDUCATION**  
Iowa State University  
Bachelor of Science,  
Community and Regional  
Planning / Spring 1995

**PROFESSIONAL REGISTRATIONS**  
• American Institute of  
Certified Planners:  
#016692

#### **PROFESSIONAL + CIVIC AFFILIATIONS**

American Institute of Certified Planners (AICP) / July 2001 to present

American Planning Association (APA) / January 1994 to present

American Planning Association (APA) Iowa Chapter

- Conference Planning Committee / March 2009 to present
- Board Member / March 2014 to present

Urban Land Institute (ULI) / October 2013 - present

City of West Des Moines Leadership Development Program

- Tier I / June 2006
- Tier II / November 2006
- Tier III / May 2013

#### **CURRENT + NOTABLE EXPERIENCE**

The Ankeny Plan 2040 / Ankeny, Iowa

Comprehensive Plan Goals and Policies Update / Mission, Kansas

2016 Comprehensive City Plan Update / Warrensburg, Missouri

Wyandotte Co./KCK Zoning Code Rewrite / Kansas City, Kansas

North Scott Corridor Design Guidelines + Zoning Overlay / Belton, Missouri

Manhattan Unified Development Code (UD0) / Manhattan, Kansas

Ottumwa Comprehensive Plan / Ottumwa, Iowa

Norwalk Sub Area 1 Master Plan / Norwalk, Iowa

Story County Comprehensive Plan (C2C) / Story County, Iowa

Tea Comprehensive Plan Update / Tea, South Dakota

Johnson County Comprehensive Plan (JOCO 2.0) / Johnson County Iowa

Land Use Plan Update / Norwalk, Iowa

Bondurant Region Commercial Master Plan / Bondurant, Iowa

Lake Kampeska Master Plan / Watertown, South Dakota

Adel Strategic Planning / Adel, Iowa

US Hwy 30 Corridor Master Plan / Mount Vernon, Iowa

Burlington Area Wide Plan / Burlington, Iowa

UNI Central Campus Micro Master Plan / Cedar Fall, Iowa

Merle Hay Road Redevelopment Plan / Johnston, Iowa

Pleasant Hill Zoning Code Update / Pleasant Hill, Iowa

Pavilion Park Land Use Master Plan / West Des Moines, Iowa

Mt. Vernon Road Corridor Action Plan / Cedar Rapids, Iowa

Kettlestone (Grand Prairie Parkway Corridor) Master Plan + Design Guidelines / Wauke, Iowa

West Land Use Area Plan Master Plan, Design Guidelines, and Zoning Overlay / Coralville, Iowa

STATEMENT OF QUALIFICATIONS AND PROJECT TEAM + CAPACITY / CONFLUENCE / ETC



**PROFESSIONAL EXPERIENCE**  
 2.5 Years Experience  
 2 Years with Confluence

**EDUCATION**  
 University of South Dakota  
 Bachelor of Arts / 2012

Georgia Institute of Technology  
 Master of City and Regional Planning / 2016

**PROFESSIONAL REGISTRATIONS**  
 American Planning Association  
 LEED Green Associate

**JANE REASONER | PLANNER**

Jane joined Confluence in November 2016 upon returning to the Midwest after spending several years working and studying in Georgia. In May 2016, Jane graduated with her Master of City and Regional Planning from the Georgia Institute of Technology where she specialized in Land Use. At Georgia Tech, she gained hands-on experience in a variety of planning related skills and technologies. During graduate school, Jane worked at the Atlanta Regional Commission where she worked on technical reports addressing planning issues for Atlanta metro communities. During her undergraduate degree, Jane studied political science and earth science and gained an interest in the environment and sustainability. She became a LEED Green Associate in the summer of 2016. Since joining Confluence, Jane has worked on several comprehensive planning projects providing calculations for population projections, park and recreation level of service analyses, and a variety of environmental analyses.

**PROFESSIONAL + CIVIC AFFILIATIONS**

American Planning Association

**CURRENT + NOTABLE PROJECT EXPERIENCE**

- The Ankeny Plan 2040 / Ankeny, Iowa
- 2016 Comprehensive City Plan Update / Warrensburg, Missouri
- Tea Comprehensive Plan Update / Tea, South Dakota
- Johnson County Comprehensive Plan Update / Johnson County, Iowa
- Ottumwa Comprehensive Plan / Ottumwa, Iowa
- Norwalk Sub Area 1 Master Plan / Norwalk, Iowa
- Mount Vernon Corridor Plan / Mount Vernon, Iowa
- Pleasant Hill Zoning Code Update / Pleasant Hill, Iowa
- Burlington Area-Wide Planning / Burlington, Iowa
- Mount Vernon Corridor Plan / Mount Vernon, Iowa
- Merle Hay Road Redevelopment Plan / Johnson County, Iowa
- Adel Strategic Planning / Adel, Iowa
- Pleasant Hill Police Station Site Analysis / Pleasant Hill, Iowa
- Bondurant Regional Commercial Master Plan / Bondurant, Iowa
- Lake Kampeska Master Plan / Watertown, South Dakota



**PROFESSIONAL EXPERIENCE**  
 12 Years Experience

**EDUCATION**  
 University of Kansas  
 B.S., Public Administration

**RYAN MURRAY | COMMUNITY SURVEYING**

Mr. Murray has over 12 years of experience in survey administration, development, supervision, and research analysis. Throughout his tenure at ETC Institute Mr. Murray has had the pleasure of working on survey projects that cover a wide variety of topics, including parks and recreation, community planning, customer satisfaction, transportation, employee, library, comprehensive planning, parks and recreation master plans, water and utility, and business development.

**CURRENT + NOTABLE PROJECT EXPERIENCE**

- Merriam, Kansas
- Olathe, Kansas
- Topeka, Kansas
- Wyandotte County, Kansas
- Edgerton, Kansas
- Johnson County, Kansas
- Kansas City, Kansas
- Kansas City, Missouri
- Lenexa, Kansas
- Lee's Summit, Missouri
- Blue Springs, Missouri
- Independence, Missouri
- St. Joseph, Missouri
- Grain Valley, Missouri
- St. Louis, Missouri
- Webster Groves Library, Missouri
- Des Moines Area Regional Transit Authority, Iowa
- Des Moines, Iowa

## STATEMENT OF QUALIFICATIONS AND PROJECT TEAM + CAPACITY / WSP



### JAY ABER, PE, PTOE | TRANSPORTATION ENGINEER / PLANNER

Jay is a transportation engineer and planner who seeks to enhance communities through design by improving road safety, increasing accessibility and mobility for all modes of transportation, and improving public health and quality of life through active transportation integration. He is an engineer who thinks like a planner—designing for the users and street context and applying progressive concepts and best practices to projects. Areas of expertise for Mr. Aber include design of Complete Streets and intersections, application of best practices for pedestrian, bicycle, and vehicular safety, transportation planning, public outreach and engagement, traffic modeling, and traffic visualization.

### CURRENT + NOTABLE PROJECT EXPERIENCE

**Independence Avenue BRT Plan** / Kansas City, Missouri, 2018. Lead Traffic Engineer. Feasibility study of new BRT line from downtown Kansas City, MO to downtown Independence, MO. Traffic engineering portion of study includes comprehensive traffic analysis of road diet feasibility and integration of on-street bicycle facilities. Vissim model of corridor includes transit preempt modeling and provides travel time for passenger vehicles and BRT vehicles.

**Midtown Complete Streets Plan** / Kansas City, Missouri, 2018. Project Manager. Comprehensive study of 7 miles of the most important arterial roads in the Midtown/Plaza area of Kansas City. Project entailed a vast public outreach with a 60 person advisory committee and over 500 members of the public engaged. Implementation plan will be transformational for the area shifting the focus of roadways on vehicle capacity to a balanced approach to safety, liveability, equity, and economic development and detailing the implementation steps to maximize these benefits.

**Quivira Road Corridor Study** / Lenexa, Kansas, 2017. Lead Traffic Engineer. Proactive study looking at preparing a vision for future redevelopment and transportation improvements through the heart of the retail district in Lenexa, Kansas. Recommended transportation improvements will allow area users to safely and conveniently walk, bike, and use transit through a connected network of facilities while still maintaining high vehicle capacity in an auto-oriented suburban area with high arterial road traffic volumes.

### PROFESSIONAL EXPERIENCE

10 Years Experience  
2 Years with WSP

### EDUCATION

Kansas State University  
B.S., Civil Engineering,  
magna cum laud / 2007

### PROFESSIONAL REGISTRATIONS

- Professional Traffic Operations Engineer
- Professional Engineer: Kansas, 2012 (22335); Missouri, 2013 (PE-2013035722)



### JARED GULBRANSON, AICP | TRANSIT + TRANSPORTATION PLANNER

Jared Gulbranson is a lead planner and project manager in WSP's Kansas City area office. As a lead planner, Mr. Gulbranson provides planning expertise and innovative solutions to public transit and other transportation challenges. His transit planning background includes transit operations and capital facilities planning, short and long range transit planning, comprehensive operations analysis, major transit corridor analysis, bus rapid transit and fixed guideway planning, intergovernmental relations and coordination, public engagement, federal grant writing, and performance monitoring and measurement.

### CURRENT + NOTABLE PROJECT EXPERIENCE

**Johnson County Transit Comprehensive Operations Analysis** / Project Manager leading complete review of the Johnson County Transit (JCT) system that serves the greater Johnson County, Kansas area. This project assessed each of JCT's fourteen routes seeking opportunities to gain operational efficiencies and improvement alternatives that would assist in growing annual ridership. Jared's planning team developed a clear and concise road map for JCT to adjust its existing services in a cost-neutral framework to improve connectivity for transit riders and develop a more effective service for the region.

**Rock Island Corridor Transit Analysis** / Project Manager for a planning study of multiple public transit alternatives along an eighteen-mile Rock Island Railroad corridor in southeast Jackson County, Missouri. In 2016 Jackson County and the Kansas City Area Transportation Authority (KCATA) jointly purchased the Rock Island Corridor from the Union Pacific Railroad with the long-term vision to develop the underutilized right-of-way into a high capacity transit corridor. His team of transit planners and engineers assessed several transit modes such as streetcar, commuter rail, bus rapid transit and others along various alignments using the Rock Island Corridor.

**Kansas City Streetcar River Front Extension Feasibility Study** / Lead Planner for transit operations and multimodal connectivity for a 0.75-mile extension of the Kansas City Streetcar to the Missouri Riverfront District. Jared developed directed the development of the multimodal connectivity analysis making recommendations to improve pedestrian, transit and bicycle connections to an extended streetcar service in the River Market and Riverfront Districts. Recommendations included enhanced sidewalks, inclusion of improved bicycle infrastructure and the construction of a new grade separated bicycle/pedestrian path attached to the existing Grand Boulevard bridge to improve multimodal connectivity to the isolated Riverfront area.

### PROFESSIONAL EXPERIENCE

10 Years Experience  
5 Years with WSP

### EDUCATION

University of Missouri-  
Kansas City  
Master of Public  
Administration / 2008.

### PROFESSIONAL REGISTRATIONS

- American Institute of Certified Planners: #027111
- American Planning Association

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## STATEMENT OF QUALIFICATIONS AND PROJECT TEAM + CAPACITY / CNA + LELAND



### PROFESSIONAL EXPERIENCE

36 Years Experience

**EDUCATION**  
Kansas State University  
Bachelor of Architecture  
(Cum Laude) / 1976

### VICKI L. NOTEIS, AIA | PRESIDENT, ARCHITECT + URBAN PLANNER

Vicki L. Noteis is with Collins, Noteis & Associates and is an architect and urban planner with over 35 years of experience in both the public and private sectors. She specializes in finding solutions to complex urban problems by incorporating creative, meaningful, and data-driven public participation. As a result, communities develop successful individualized solutions to the overlapping complications of planning, urban design, community expectations, public policy, regulations and market and development realities.

### PROFESSIONAL MEMBERSHIPS

American Planning Association, Active Member  
American Institute of Architects (AIA), KC Chapter President / 1996

- Missouri Distinguished Service Award, 1998

### CURRENT + NOTABLE PROJECT EXPERIENCE

Comprehensive Plan Update / Lansing, Kansas  
Comprehensive Plan Update for Unified Government of Wyandotte Count / Kansas City, Kansas  
A New Look at Old Town Downtown Revitalization Study - MARC Creating Sustainable Places / Lenexa, Kansas  
Comprehensive Plan Update / Lansing, Kansas  
Cultural Arts District Plan for Nelson-Atkins Museum of Art / Kansas City, Missouri  
Mission East Gateway Plan / Mission, Fairway & Roeland Park, Kansas  
Gardner, Kansas Downtown Plan / City of Gardner, Kansas  
135th St. Corridor Development Plan / Leawood, Kansas  
State Ave. Redevelopment Plan / Unified Gov. of WYCO



### PROFESSIONAL EXPERIENCE

21 Years Experience  
16 Years with Leland

**EDUCATION**  
University of Colorado /  
Masters of Urban and  
Regional Planning, PhD  
Coursework  
University of Arizona /  
Master of Science-  
Marketing (Consumer  
Behavior Concentration)  
University of Oklahoma  
/ Bachelor in Business  
(with honors)

### TED KAMP | SENIOR ASSOCIATE

Edward "Ted" Kamp is with Leland & Associates and provides market analysis in support of strategic land use decisions for public planners and private developers. Drawing on expertise in GIS, economic, and demographic analysis, he incorporates user-friendly information design to convey critical market intelligence to stakeholders. His work spans a variety of development contexts including urban renewal, suburban revitalization, and transit-oriented development. Recent client work has covered locales across the central and western US, including the metropolitan Denver area, Colorado; Dallas-Fort Worth, El Paso and Houston, Texas; Henderson, Nevada; Bartlesville, Tulsa and Oklahoma City, Oklahoma; Billings, Montana; Albuquerque, New Mexico; and Juarez, Mexico. In addition, he taught the Urban Market Analysis course for planning graduate students at the University of Colorado-Denver for five years.

After receiving a BBA (with honors) from the University of Oklahoma and an MS in Marketing/Consumer Behavior from the University of Arizona, Mr. Kamp worked for five years in Chicago doing market research and strategic planning for the Leo Burnett advertising agency. He subsequently earned a Masters in Urban and Regional Planning (and completed PhD coursework) at the University of Colorado-Denver.

### CURRENT + NOTABLE PROJECT EXPERIENCE

Downtown Brighton Redevelopment and Branding / Brighton, Colorado  
South Brighton Subarea Plan / Brighton, Colorado  
Kettlestone Master Plan + Design Guidelines / Waukegan, Iowa  
West Land Use Area Master Plan, Design Guidelines, and Zoning Overlay / Coralville, Iowa  
Market Strategy and Opportunity Site Profiles / Wheat Ridge, Colorado

## SECTION TWO | PROJECT UNDERSTANDING + METHODOLOGY AND APPROACH

### PROJECT UNDERSTANDING

As a first-ring suburb in the Kansas City metropolitan area, the City of Merriam enjoys a solid base of single-family neighborhoods, a mixture of older and newer traditional commercial retail centers, a regional medical hospital, a modest Downtown fabric that has evolved into primarily auto-oriented service and sales operations, an array of parks and community facilities, and a diverse range of employment opportunities. Merriam is uniquely positioned to take advantage of one of the most heavily-traveled highways in the State of Kansas along the Interstate 35 corridor, and has become home to the metro area's only IKEA as well as numerous automotive dealerships. As such, the vast majority of the City's sales tax dollars comes from outside the community. The City has recently created a farmer's market in the Downtown area, has implemented several community art installations to enhance the community's cultural identity, and is in the process of constructing a new pool and community center project in Vavra Park.

This project represents a unique opportunity in the City's evolution. Since the 2001 Comprehensive Plan was created, the community's housing needs and opportunities has grown, transportation alternatives have expanded and continue to evolve, and the dynamics of the retail market have changed considerably. What worked 10 years ago is no longer how it's done today – and the trends point towards more changes in how people live, work, communicate and connect.

There are exciting opportunities available for Merriam to take further advantage of its strategic location while addressing the need to diversify its retail offerings, sales tax base, and available housing options. The community's system of parks facilities and green spaces could be further enhanced while also expanding the Downtown area's ability to serve as a unique community destination.

Our team has remained up to date with on-going events and happenings in and around Merriam over the years. While we were not available to participate in the December 17th conference call, we have reviewed the addenda and the questions/responses provided by the City and have a general idea of existing community dynamics through our previous work experience and contacts in the area. Based on recent community angst expressed through the City's design process for the outdoor aquatics facility, it is vital for the City to fully evaluate prospective teams capabilities for effective public engagement – and to select a planning team with proven experience in facilitating a wide array of stakeholders in a process to achieve a unifying outcome.

The Confluence team has the experience, resources, and capabilities needed to successfully engage the Merriam community in evaluating where you are today and where you want to be in the future. We look forward to the opportunity of working collaboratively with all participants to craft a unifying vision and a Comprehensive Plan that will guide the City to achieve the community's unique potential.

### METHODOLOGY

Our planning process is our strength, and our ability to truly engage a variety of stakeholders in a meaningful dialogue about future growth of Merriam will ultimately lead to establishing a strong and unifying vision. Our team will facilitate an orchestrated series of public meetings and planning workshops to provide ample opportunities for all participants to provide input and assist in evaluating alternatives.

We believe in the importance of identifying key dates for all stakeholder interactions and community meetings at the outset of the project, and to adhere to these timelines as reasonably possible. By clearly articulating the overall planning process and schedule, including the range of activities our team will be undertaking and the types of input we will be seeking at each stage of the project, allows the community to trust that the overall work plan has been thoughtfully crafted. There could be an issue or two that arise during the process – so it is important to build in some schedule contingency such that these items can be addressed while avoiding or minimizing undue delays or revisions to the timeline.

Confluence's prior work on the Shawnee Mission Parkway Corridor Study is testament to the effectiveness of this approach. Being transparent and timely builds good will with those that may otherwise be skeptical of the planning process, garners trust from those that invested their time and effort crafting and evaluating various ideas, and strengthens overall faith in the resulting plan and recommendations.

We utilize a variety of interactive and creative planning exercises throughout the process to engage stakeholders and participants of all ages in understanding relevant issues and connecting them to the resulting plan recommendations. These collaborative efforts will result in the creation of a Comprehensive Plan that can be used both as a guide for future growth as well as prioritization and coordination of future capital improvements. This plan can further serve as a marketing tool to attract high-quality development/redevelopment and private investment.

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CONFLUENCE

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## PROJECT UNDERSTANDING + METHODOLOGY AND APPROACH

Our team is committed to facilitating an open dialogue with interested participants throughout the process and will provide and request open and honest feedback on all issues being discussed. Our team is passionate about the benefits of a transparent planning process, as we believe it is vital for all involved to feel a sense of ownership in this plan. It will become their plan, and it will take everyone's help in order to make it a reality. The result of this approach typically creates many "project champions" that can assist in future endeavors to successfully implement the Merriam Comprehensive Plan recommendations.

### ***Developing the Community's Vision***

The visioning process will be a framework that addresses concerns, takes advantage of opportunities, and develops a systematic action plan directing the community into the future. As Merriam works to address the challenges outlined within the RFP, the community's vision must be confirmed and delineated. To get to that vision we need to answer three basic questions that define the planning process. Those questions are:

#### ***What is Merriam right now?***

It is important that our team and the community achieve a shared understanding of the existing conditions and planning climate within the community. While we are familiar with Merriam, gaining a better understanding from the perspectives of City staff, residents, and business owners will be an essential first step in our planning process. We accomplish this through extensive public outreach and an analysis of existing conditions, perceptions, and perspectives.

#### ***What does Merriam want to be in the future?***

The community must define its vision or visions for the future, and this evolves during our team's extensive community engagement and outreach efforts. This vision will serve as the foundation for the planning process and the various plan elements. We tap into the wisdom of community leaders and stakeholders, and facilitate conversations, activities, and discussions about what they want Merriam to become.

#### ***How does Merriam get there?***

Our team will utilize community input received through the process combined with our planning expertise to create a detailed community plan with an accountable action plan to achieve the community vision. Our approach to planning emphasizes community input and recognizes the importance of establishing consensus to foster local ownership for the plan.

This step also works to develop and reinforce the brand for Merriam. Our team asks the questions—What makes, or will make, Merriam stand out within the Kansas City metropolitan area? How can Merriam attract the young adults and families that grew up here to come back? Our team of experienced professionals brings a large tool box of techniques that can be deployed to engage participants in developing and shaping their answers to these challenges.

Creating a strong sense of ownership in the final Comprehensive Plan and its recommendations is critical to long-term success. Ultimately, the implementation of this plan lies in the hands of community leaders and residents.

### **Community Engagement**

Community engagement will be a major component of this project and the process will include multiple approaches. It is structured in a manner that allows for stakeholders to be involved in several ways throughout the process. Some key elements will include:

- Communication Plan
- Use of an Advisory Committee
- Community Survey
- Project Website
- Key Stakeholder Interviews
- Youth Participation Workshop
- Box City Children's Event
- Turkey Creek Festival + Other Special Event Booths
- Public Workshop and Open House
- City Council and Plan and Zoning Commission Public Hearings
- Survey + Project Website

## PROJECT UNDERSTANDING + METHODOLOGY AND APPROACH

### **Communication Plan**

Throughout the entire planning process our team is available to meet with Staff, stakeholders, City leadership, and individuals as needed and as directed by City Staff in order to ensure that the final plan receives community support and that the project schedule is not unnecessarily disrupted due to a lack of information or potential misinformation. Prior to each public meeting, the consultant team will review with City staff the meeting agenda and presentation materials. We will also regularly meet with City staff and the Advisory Committee as needed to provide progress reports, seek input on alternatives, review preliminary reports and plan drafts. We will also prepare agendas and minutes for all meetings to track progress and decisions made.

The Communication Plan will be reviewed and confirmed at the project kick-off meeting, and we will continue to monitor and advise City staff regarding on-going needs, issues and opportunities throughout the planning process.

### **Comprehensive Plan Steering Committee (CPSC) Meetings**

Our team will engage with the Mayor-appointed CPSC to provide regular input on all phases of the planning project. We have a history of successful collaboration and facilitation with these types of committees in Merriam, and we look forward to engaging these appointed representatives and volunteers in helping to move this planning effort forward with momentum, energy, and purpose. If needed, subcommittees within the CPSC could also be explored as appropriate to allow members with specialized expertise to dive deeper and provide more detailed input related to specific issues or needs. For example, committee members who are realtors or have a strong understanding of the current housing market in Merriam may be called upon to collaborate with our team to help develop more specific and targeted strategies to address identified housing needs and issues.

### **Community Survey**

An electronic survey will be developed and distributed to receive specific feedback from a wider audience. This survey can also be distributed in paper format for those who do not have access to or wish to utilize an electronic version.

### **Project Website**

The City's existing website serves as a tool for keeping stakeholders up to date on the planning process and the consultant team will create regular project updates and public content for the City's website to keep the general public and interested stakeholders engaged and informed. If desired by the City, a project specific website can be created to centralize public information on the Plan. A recent example of a project website that Confluence has developed includes the new Ankeny, Iowa, comprehensive planning process site ([www.ankenplan2040.com](http://www.ankenplan2040.com)).

### **Key Stakeholder Interviews**

There are several stakeholders in Merriam with diverse interests. Our team proposes to conduct key stakeholder interviews and small group meetings to incorporate this input into the planning process. Key Person interviews and meetings can be conducted with representatives from stakeholder groups including the Merriam Community School District, civic and neighborhood organizations, property and business owners, business and economic development groups.

### **Youth Participation Workshop**

Youth participation in the planning process is a means to educate future community leaders about the importance of planning and how a community operates, and it provides younger community residents meaningful input on shaping the future of their community. Some options for youth participation is to partner with the Merriam Community School District to identify and include young community members in the planning process include conducting a youth planning workshop, identifying a youth steering committee, or including selected youth members in the stakeholder interviews.

### **Box City Children's Event**

The Box City Event is a special event for elementary aged children in Merriam to participate in a hands-on exercise to help plan for their community and shape its future vision. This event gives children a chance to learn about planning, fill out a building permit, and build a piece of their community. The event can be a casual come and go event where children fill out a permit and create their building, or it can be more structured to include a short lesson about planning and a small group activity where students brainstorm with a planner before filling out their permits. The last step is always placing their new building, park, or piece of infrastructure on a tarp with a streetscape so they can see their city put together.

### **Turkey Creek Festival + Other Special Event Booths**

One of the more effective methods of obtaining input from a broad cross-section of the community is to meet residents at a community event such as the Turkey Creek Festival. Our team has used this strategy effectively in Merriam during previous planning efforts, and we look forward to building on those community engagement experiences as part of this project.

## PROJECT UNDERSTANDING + METHODOLOGY AND APPROACH

During the kick-off phase of the planning process, we will work with the Advisory Committee to identify a range of opportunities for upcoming community events at which we can have a booth and can provide plan information to raise awareness of the project and to seek additional community input.

### **Public Workshop and Open House**

Near the start of the project, we will facilitate a structured public workshop to identify key issues, priorities, land use preferences, and a general community vision to guide the direction of the plan. The workshop will include a project overview and outline the desired public input. The workshop will include a brief "Planning 101" session to explain:

- What is a Comprehensive Plan?
- How is the plan used?
- How does the plan impact me?

### **Additional Public Engagement Tools**

Input can be obtained through a combination of public comment cards and online surveys, map drawing and dot exercises, small group and table discussions, and electronic keypad polling. The keypads can allow our team to obtain input efficiently in meetings on a wide range of topics. We've certainly seen instances where consultants have used this tool ineffectively, which can leave attendees feeling somewhat frustrated or disconnected from the input process. Our team is experienced in using them strategically and effectively, as we craft thoughtful questions to gain valuable insights from stakeholders. A unique benefit is that the results of the polling can be instantly shared with participants, which can create a stronger sense of transparency in the planning process – and this may become an important issue in the Merriam community. During the draft review phase, we will hold a community open house to present and review the plan draft and seek further input and public comment.

### **Integrating Demographic and Market Analysis**

Our Comprehensive Plans are data-driven and based on real-world planning and development experience, and we know that critical to the Comprehensive Planning process is a full demographic, employment, and housing trends analysis and forecasting. As part of this planning effort, we will conduct a land use, population, housing, and market analysis to assist in establishing realistic opportunities for future market-driven growth and the appropriate mix of single family and multi-family residential uses as well as demand for commercial and other supporting land uses. This high-level analysis will be shared with City leaders and stakeholders.

### **Future Land Use, Economic Development, and Capital Improvements**

The resulting Comprehensive Plan (including the future Land Use Plan, Parks and Recreation Plan, Public Facilities, Transportation, and Environmental Plan, implementation plans, and economic development goals), will be grounded in a firm understanding of the culture and expectations of Merriam's residents, business owners, and elected officials. In addition, it will be based upon market opportunities to help ensure and protect the long-term financial health and quality of life of the community.

Transportation and transit trends will be explored relative to their potential impact on land use patterns and opportunities to improve community connectivity – especially in the areas of existing aging commercial areas that could experience demands for redevelopment, existing automobile sales operations that could one day become obsolete, and existing streets that could integrate other multi-modal opportunities to meet the evolving needs of new technologies and mobility trends. The creation of new housing opportunities and redevelopment densities could also create new impacts in the areas of public infrastructure, corridors, and parks and open space areas – and the plan will need to be forward-looking to anticipate how these existing civic assets can be updated, retro-fitted and/or expanded to meet these evolving needs over time as part of the City's Capital Improvements Plan.

### **Public Hearings + Plan Approvals**

We will assist and collaborate with City staff in the presentation of the final draft plan to the Planning Commission and the City Council at their respective public hearings. We will also be available to provide the background and history as to why certain recommendations were made.

### **PROJECT APPROACH AND SCOPE**

Our proposed approach to this project is organized into four phases as follows over approximately a 16-month period. Our work plan, project schedule, and fee can be adjusted and modified as necessary to best meet the needs, timeframe, and budget of the City of Merriam.

## PROJECT UNDERSTANDING + METHODOLOGY AND APPROACH

### PHASE 1 | PROJECT KICK-OFF, RESEARCH + ANALYSIS (approximately 3 months)

#### 1.1 Project Kick-Off Meeting with Steering Committee (CPSC Meeting #1)

Our team will facilitate a project kick-off meeting with City staff and the Steering Committee. The purpose of this meeting is to:

- Establish roles, responsibilities, and project contacts;
- Determine any initial data needs;
- Review the project scope, schedule, and key meeting dates;
- Identify key stakeholders and desired public input process and outcomes; and,
- Review the Communication Plan

At the Kick-Off meeting, we will also take the opportunity to review the current Comprehensive Plan and guiding principles as outlined in the RFP to identify key issues and initial areas of focus.

#### 1.2 Communication Plan and Project Brand

Prior to each public meeting and each Steering Committee meeting, our team will review with City staff the meeting agenda and presentation materials. These meeting may be in person or via conference call. We will further provide agendas and minutes for all meetings. The Communication Plan will be reviewed and confirmed at the project kick-off meeting. With the input and review of the City, our team will develop a name and a graphic/logo for this planning effort.

#### 1.3 Project Website

Our team will create a project specific website (if needed) to centralize public information on the planning effort, regular project updates, project schedule, host an electronic survey, and other public content to keep the general public and interested stakeholders engaged and informed. This website can further be maintained at the conclusion of the planning process to house the final Comprehensive Plan document in a user-friendly format.

#### 1.4 Analysis Review Meeting with Steering Committee (CPSC Meeting #2)

Our team will present to City staff and the Steering Committee an overview of our team's analysis of the previous plan, existing conditions and anticipated trends. For this overview, we will develop:

- An evaluation of the City's existing plans, including:
  - 2001 Merriam Comprehensive Plan
  - Shawnee Mission Parkway Corridor Study
  - Other City plans that guide or impact development
  - Capital Improvement Plan (CIP)
  - Merriam Parks and Recreation Plans
- A preliminary community profile with population projections and trends;
- An initial housing analysis with trends and projections;
- An employment and economic analysis with trends and projections
- An initial analysis of existing land uses; and,
- A preliminary community assessment of issues and opportunities including:
  - The Potential Future of Downtown Merriam
  - The Potential Future of Merriam Town Center
  - The Potential Future of Other Identified Residential/Commercial Areas

#### 1.5 Analysis Review Joint Workshop with the Planning Commission and City Council (Joint Workshop #1)

If desired by the City, our team will conduct either a workshop with the Planning Commission or a joint workshop with both the Planning Commission and City Council to review the project goals and scope as well as the analysis provided to the Steering Committee.

### PHASE 2 | VISION, INPUT, + DIRECTION (approximately 4 months)

#### 2.1 Community Survey

A statistically valid survey will be developed and conducted to obtain to obtain community feedback related to the Comprehensive Plan development.

#### 2.2 Public Workshop (Public Meeting #1)

Our team will facilitate a structured public workshop in order to identify key issues, priorities, opportunities for corridor complete

## PROJECT UNDERSTANDING + METHODOLOGY AND APPROACH

streets and future transit/mobility demands, and land use considerations including Downtown and Merriam Town Center alternatives and preferences that will guide the direction of the Comprehensive Plan. At this meeting, we will provide an overview of the Comprehensive Plan process and seek input on various aspects of the plan.

The open house will be held in the afternoon prior to the workshop and include boards, comment cards, dot-voting, and paper surveys for the general public. The workshop will include a project overview, brief "Planning 101" session to explain the purpose and importance of a land use plan, review the current plan and related planning studies, and outline the desired public input. Input will be obtained through a SWOT Exercise, potential keypad polling and small group easel discussions. (1 meeting)

### 2.3 Key Stakeholder Interviews

Members of our team will schedule 2-days to be available to meet individually with community stakeholders and community groups as identified by the Steering Committee. (2-days)

### 2.4 Youth Workshop

Our team proposes to partner with local schools to identify a group of students in which to hold a workshop to obtain their input for the future of their community. This workshop is anticipated to be similar to the Public Workshop but geared towards students so that we can learn from them as to things they like about their community and what they envision for its future. (1 meeting)

### 2.5 Box City Event

Our team will develop a special event for elementary school-aged children in Merriam to participate in a hands-on exercise to help plan for their community and shape its future vision.

### 2.6 Turkey Creek Festival and other Special Event Booths

As part of finalizing the Communication Plan at the Kick-Off meeting, our team will work with City staff and the Steering Committee to solidify our plans for the Turkey Creek Festival and identify any other community events at which we can have a booth to provide information on the Comprehensive Plan process as well as to seek input using surveys, puzzle-piece maps, dot-voting, and face-to-face conversations. (1-2 events)

### 2.7 Joint Workshop with the Planning Commission and City Council (Joint Workshop #2)

Our team will conduct either a workshop with the Planning Commission or a joint workshop with both the Planning Commission and City Council. The purpose of this workshop is to review the project goals and obtain initial feedback and comments on the City's goals and vision.

### 2.8 Input, Visioning, and Goals Review Meeting with Steering Committee (CPSC Meeting #3)

Our team will present to City staff and the Steering Committee an overview of the public input received and identify key issues and themes. The purpose of this meeting will be to set the preferred direction of the Comprehensive City Plan. (1 meeting)

## PHASE 3 | DRAFT PLAN + EVALUATION (approximately 6 months)

### 3.1 Draft Plan

Our team will prepare a draft Comprehensive City Plan that includes the following 10 general elements and other components as detailed in RFP:

1. Vision and Goals
2. Community Assessment, Existing Conditions + Demographics/Economic Overview
  - a. Population, housing, and demographic trends and projections
3. Employment/Economy and Other Trends Analysis
  - a. Employment trends and projections
  - b. Economic trends and forecasts including retail and industry sectors
4. Land Use
  - a. Existing land use analysis
  - b. Future Land Use Plan and Map
  - c. Land Use, future development, annexation and economic development policies and action steps
5. Subarea Plans
  - a. Downtown Merriam
  - b. Merriam Town Center
  - c. Other Identified Areas (if needed)

## PROJECT UNDERSTANDING + METHODOLOGY AND APPROACH

6. Housing Recommendations
  - a. Existing conditions and neighborhood analysis
  - b. Policies and action steps
7. Transportation Recommendations
  - a. Existing conditions and existing corridors analysis
  - b. Infrastructure CIP recommendations
  - c. Pedestrian + bicycle facilities complete-street recommendations
  - d. Transit and mobility connectivity impacts related to land use planning
8. Parks and Recreation, Green Space and Environmental Recommendations
  - a. Existing facilities and trails system connectivity analysis
  - b. Identify anticipated needs and impacts related to land use planning
9. Implementation Plan, Goals + Objectives, and Policies
10. Appendix information (supporting data and analysis)

Each section will be prepared and then submitted to the City staff for review and comment. The Consultant will address City staff comments and submit a revised draft of that section to City staff.

### **3.2 Draft Plan Presentation Review Sessions with Steering Committee (CPSC Meetings #4 thru #7)**

Our team will present elements/chapters of the draft Comprehensive Plan to the City staff and Steering Committee, record feedback and comments, and update and modify the drafts as requested. It is anticipated that will require two meetings with the Steering Committee to review. Depending on the desires of the Committee, these elements/chapters can be alternatively just reviewed in detail with each identified Subcommittee. (4 meetings)

### **3.3 Draft Plan Public Presentation Open House (Public Meeting #2)**

Our team will the draft Comprehensive Plan at a public open house to be held over an afternoon and evening utilizing story boards to explain the different plan elements and chapters.

### **3.4 Draft Plan Presentation Joint Workshop with the Planning Commission and City Council (Joint Workshop #3)**

Our team will present an overview of the draft Comprehensive Plan to the City Council, Planning Commission, and Steering Committee and provide a review of the public comments from Public Meeting #3. Our team will record feedback and comments received at the workshop and update and modify the draft as requested. (1 meeting)

## **PHASE 4 | FINAL DRAFT PLAN + Adoption (approximately 3 months)**

### **4.1 Final Draft Plan**

Our team will prepare a final draft of the Comprehensive Plan and submit it to City staff for review and comment. We will address City staff comments and submit a revised final draft to City staff.

### **4.2 Final Draft Plan Review with Steering Committee (CPSC Meeting #8)**

Our team will review with the Steering Committee the final draft Plan and comments received at the Joint Workshop #2, record feedback and comments, update and modify the Plan as requested.

### **4.3 Planning and Zoning Commission Public Hearing (Public Meeting #3)**

Our team will attend the Planning Commission Public Hearing for the review and recommendation on the adoption of the Comprehensive Plan. We will assist the City staff with the presentation of the Plan, and will make subsequent revisions to the Plan as may be requested by the Commission and submit updated copies to City staff. (1 to 2 meetings)

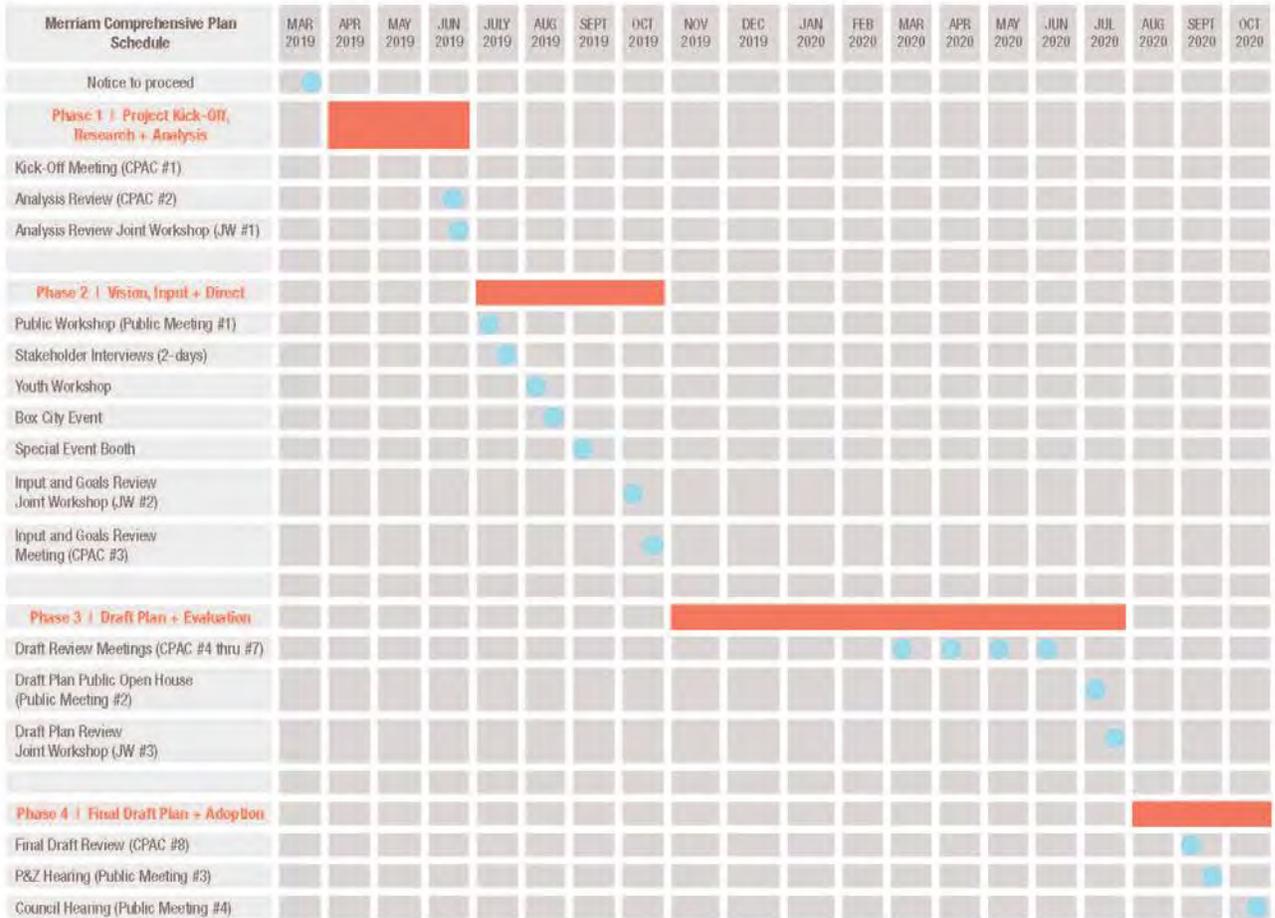
### **4.4 City Council Public Hearing (Public Meeting #4)**

Our team will attend the City Council Public Hearing for the review and approval of the Comprehensive City Plan. We will assist the City staff with the presentation of the Plan, and will revisions as may be requested by the Council and submit updated final copies to City staff. (1 to 2 meetings)

## SECTION THREE | PROJECT TIMELINE

### PROJECT TIMELINE

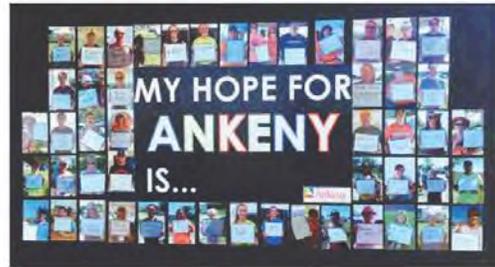
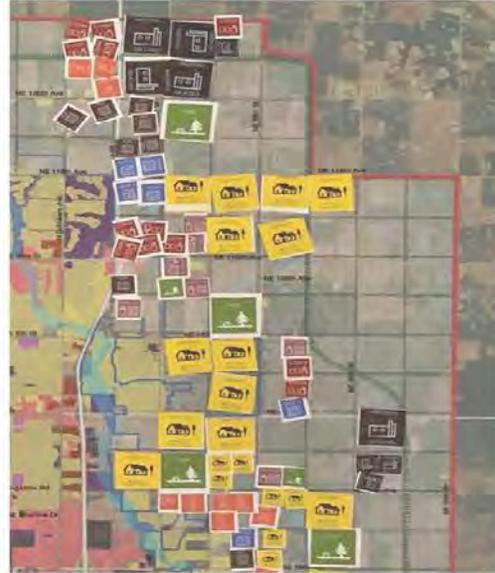
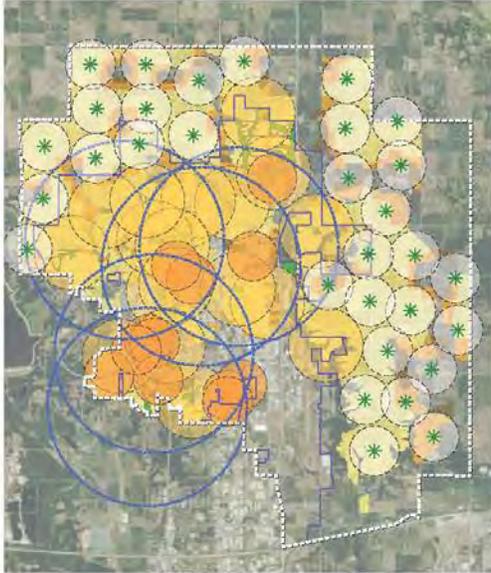
We are projecting that this project will take approximately 19 months to complete. Therefore, with an anticipated start date of March 26, 2019, we expect to deliver to the City of Merriam, an adopted Comprehensive Plan by the end of October 2020. As part of the project kick-off, we will outline a detailed work plan and public meeting schedule to meet the needs of the City. Our team is immediately available to commit the necessary time and resources to your project in order to deliver the City of Merriam a citizen-driven Comprehensive Plan.



### LEGEND

- TASK PROGRESS
- KEY MEETINGS

**SECTION FOUR | WORK SAMPLES + REFERENCES**



**THE ANKENY PLAN 2040 | ANKENY, IOWA**

Client: City of Ankeny, Iowa  
 Contact: Eric Jensen, AICP, Planning and Building Department Director / 515.963.3547  
 ejensen@ankenyiowa.gov

Confluence was retained to lead a multi-disciplinary team in the creation of a new Comprehensive Plan to guide growth and development through the year 2050. The City's previous plan was completed in 2010 and since that time the City has experienced tremendous commercial and residential growth and an increased population.

The new Comprehensive Plan will address the following:

- Demographics/Economic Overview
- Employment/Economy
- Natural Resources and Stormwater Management
- Land Use
- Housing
- Transportation
- Parks & Recreation
- Utilities
- Public Facilities
- Implementation

As part of the process, Confluence is leading a robust public participation process including numerous public engagement techniques to ensure an open public dialog throughout the development of the plan.

For more information about the plan please visit: [www.AnkenyPlan2040.com](http://www.AnkenyPlan2040.com)

**Features**

- Stakeholder + Public Facilitation
- Comprehensive Planning
- Multi-Disciplinary Collaboration
- Economic Development and Market Analysis
- Strategic Planning
- Land Use and Transportation Planning

**CONFLUENCE**

## WORK SAMPLES + REFERENCES



### SHAWNEE MISSION PARKWAY CORRIDOR PLAN | MERRIAM, KANSAS

Client: City of Merriam, Kansas

Contact: Bryan Dyer, Community Development Director / 913.322.5527

The City of Merriam has significantly redeveloped a large portion of their Interstate 35 frontage over the last decade, yet the area adjacent to the Shawnee Mission Parkway corridor has not changed significantly. The existing K-Mart building has been vacant and surrounding parcels within a 25-acre area are currently under utilized.

IKEA recently constructed a new facility just north of the study area, which is anticipated to generate additional interest in redevelopment within the study area. This project included engaging the community to establish a vision, and creating/evaluating several redevelopment scenarios to assist the City in evaluating future development proposals.

Confluence was hired by the City of Merriam to lead a multi-disciplinary team to analyze existing conditions, create redevelopment scenarios, and to utilize new planning and financial analysis tools to evaluate each scenario.

Confluence led the creation of five redevelopment scenarios, ranging from adaptive reuse of the existing buildings, to redeveloping the entire site to incorporate high density mixed-use development. These concepts also explored the relationship of expanded transit in the corridor and improving the bicycle and pedestrian connectivity across the highly travelled Shawnee Mission Parkway Corridor.

The results of creating and analyzing five different scenarios afforded the City to be proactive in anticipating the type of project a new developer may propose. It provided an opportunity to explore not only the land use and design aspects of each scenario, but also integrated a robust exercise in formulating redevelopment costs and the various levels of anticipated City participation (incentives) likely to be requested by future developers in order to provide an acceptable rate of return.

Prior to completing the plan, the results of this multi-scenario analysis were shared with the Planning Commission and City Council. They chose to use the results of these efforts to encourage developers to "think big", and to be ready to entertain appropriate financial incentives to support significant redevelopment within the study area.

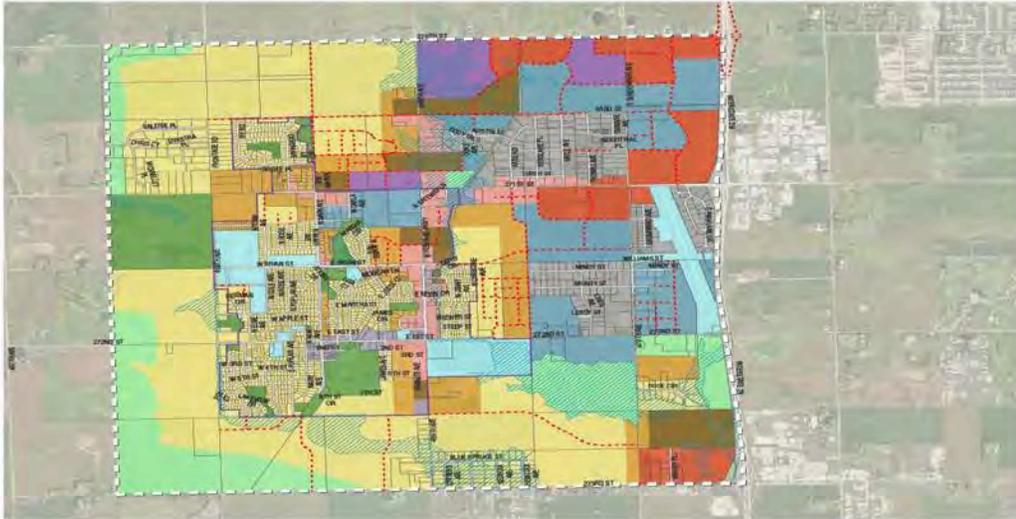
#### Features

- Community Involvement
- Multi-Disciplinary Team
- Market Analysis + Fiscal Impact Study
- Long Range Growth Redevelopment Scenarios
- Transportation Infrastructure Planning

#### Recognition/Awards

- 2014 Merit Award for Planning and Analysis, Central States ASLA
- 2015 Merit Award for Planning and Analysis, Prairie Gateway Chapter ASLA

## WORK SAMPLES + REFERENCES



### TEA COMPREHENSIVE PLAN UPDATE | TEA, SOUTH DAKOTA

Client: City of Tea South Dakota

Contact: Kevin Nissen, Planning & Zoning Administrator / 605.498.5192 / cityoftea@iw.net

Confluence was hired by the City of Tea, South Dakota to help update the City's comprehensive plan. Tea is a suburb south of Sioux Falls, South Dakota. With a population that has experienced a nearly six-fold increase since 1990, Tea has had to make the transition from small rural community to growing suburb.

Confluence worked with the City, the local council of governments, and an engineering firm to draft updated chapters for Comprehensive Plan. Confluence performed a demographic analysis overview in addition to creating a series of population projections. A park level of service analysis was performed and a future park node map created for the City to consider as it continues to develop and expand. The crux of Confluence's work involved the creation of a future land use map for the City. The land use plan will help the City make decisions as they plan for the expected continued population growth and urbanization of the area.

#### Features

- Multi-Disciplinary Team
- Comprehensive Plan
- Demographic Analysis

## WORK SAMPLES + REFERENCES



### KETTLESTONE (GRAND PRAIRIE PARKWAY CORRIDOR) MASTER PLAN + DESIGN GUIDELINES | WAUKEE, IOWA

Client: City of Waukee, Iowa

Contact: Tim Moerman, City Administrator / 515.978.7902 / tmoerman@waukee.org

For years, Grand Prairie Parkway (formerly known as the Alice's Road Corridor) has been a top economic development priority for the City of Waukee, Iowa. With more than 1,300 acres of land for development and with direct access to Interstate 80, the corridor offers the City of Waukee the ability to invest in the economic sustainability of the region and create opportunities for new industry and job growth. Previously, several high-level master plans had been completed for the area. With funding secured for the roadway and interstate interchange construction, Confluence was retained to expand upon previous planning efforts and to put the next level of detail to the master plan and refine the land use plan - laying out how the corridor can develop to its full potential and addressing the vision and goals of the City.

The Confluence team was also responsible for updating the previous market study, refining the open space and greenway plan, and developing concepts for branding the development, which is now known as "Kettlestone". A unique feature of this corridor is the extensive greenway that the City has been developing along with the roadway construction. This greenway also functions as a regional storm water detention facility and has a direct benefit for land owners as they can increase their development densities by utilizing land normally set aside for detention.

As a second phase to this planning effort, Confluence was further retained by Waukee to create development guidelines and an overlay zoning district as well as assist with the review of development proposals for plan compliance as they are received. The design guidelines and zoning overlay are the tools necessary for the City to implement the plan and realized the vision for Kettlestone.

In choosing a team for this project, the City felt it important to select a team with extensive contacts within the development and real estate communities in an effort to spark interest and development of the corridor. Another main consideration for the City was hiring a firm that could meet with the numerous land owners affected by the corridor to help them see the big vision and understand that setting the design and development bar high would help everybody realize the highest and best use of their land.

The Design Guidelines and Zoning Overlay were adopted in May of 2015, and in December of 2015, work on the interstate highway interchange was completed and the Grand Prairie Parkway was opened to traffic. Building activity along the corridor has already started.

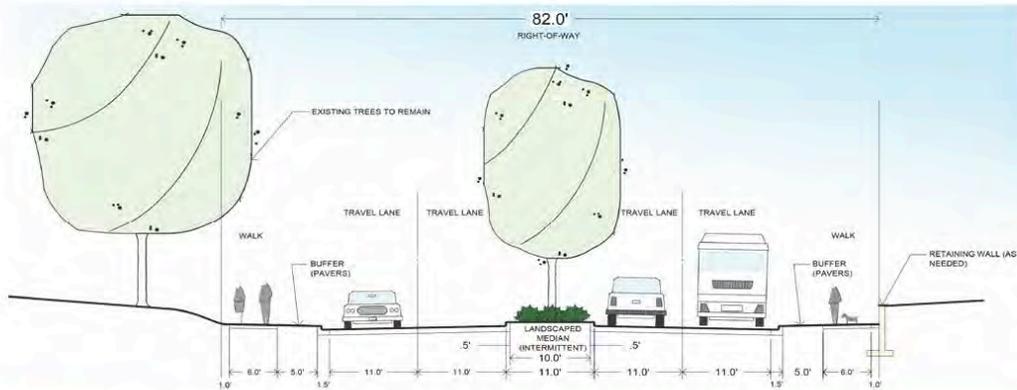
#### Features

- Land Use Planning
- Design Guidelines
- Creation of Overlay Zoning District
- Land Owner Meetings
- Market Strategy
- Branding Strategy
- Long-Term City Relationship

#### Recognition/Awards

- 2016 Honor Award – Planning & Analysis: Iowa Chapter ASLA
- 2014 Communications Initiative Award - Iowa Chapter, American Planning Association (APA)

## WORK SAMPLES + REFERENCES



SUMMARIZED PUBLIC INPUT	ACTION ITEMS	DOT VOTING
<ul style="list-style-type: none"> <li>Too much truck traffic</li> <li>Reduce truck traffic</li> <li>Speeding</li> <li>Traffic congestion</li> <li>Lack of turn lanes</li> <li>Not walkable</li> <li>Lack of pedestrian crosswalks</li> <li>Woke sidewalk connectivity</li> <li>No room for foot sale, for bikes</li> <li>Keep bikes off the roadway</li> <li>Improve road and sidewalk maintenance</li> </ul>	<ul style="list-style-type: none"> <li><b>A</b> Analyze and make improvements to reduce the number of and/or impact of the existing off-street intersections.</li> <li><b>B</b> Reduce the number of commercial driveways that directly access Mt. Vernon Road and restrict left turns with a center median.</li> <li><b>C</b> Establish a minimum standard street profile and right-of-way that accommodates 4 travel lanes, turn lanes, center median, sidewalks, and snow storage.</li> <li><b>D</b> Create a plan to improve access to and use of public transit (including bus stop locations and minimum necessary improvements to bus stop locations such as sidewalk accessibility, signage, benches and shelters).</li> <li><b>E</b> Develop a plan to phase roadway, median, turn lane, sidewalk, and crosswalk improvements with priority given to areas with the most congestion.</li> <li><b>F</b> Require high-way dedication, street and sidewalk improvements, and driveway relocations at the time of development or redevelopment of adjoining properties.</li> <li><b>G</b> Provide signage to delineate the preferred bicycle routes through and around the Mt. Vernon Road Corridor.</li> </ul>	<ul style="list-style-type: none"> <li>A 10</li> <li>B 19</li> <li>C 27</li> <li>D 19</li> <li>E 60</li> <li>F 12</li> <li>G 38</li> </ul>
<p><b>GOALS</b></p> <ul style="list-style-type: none"> <li>Improve traffic circulation and safety.</li> <li>Increase walkability and safety for pedestrians and bicycles.</li> </ul>		

### MT. VERNON CORRIDOR ACTION PLAN | CEDAR RAPIDS, IOWA

Client: City of Cedar Rapids

Contact: Bill Micheel, Assistant Director of Community Development / 319.286.5045

w.micheel@cedar-rapids.org

#### Features

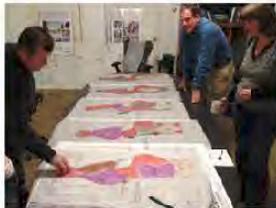
- Corridor Planning
- Community Engagement
- Multi-Disciplinary Collaboration
- Implementation Recommendations

The City of Cedar Rapids, as the first initiative of their 2014 visioning process, retained Confluence to develop a Corridor Action Plan along 2.8 miles of Mt. Vernon Road. Averaging over 20,000 vehicles a day, Mt. Vernon road is one of the top 10 most traveled roads in the city. The road is bordered by a wide mix of land uses including commercial, mixed-use, multi-family residential and single family residential. The corridor also serves as a gateway into Cedar Rapids from the east, is a key arterial connection into the downtown district, acts as a primary truck route through the City, and was originally part of the historic Lincoln Highway.

The goal of the action plan was to further Cedar Rapids' continuing progress towards becoming a more vibrant community. Strategies for enhancing the corridor include improving roadway infrastructure, analyzing the compatibility and relationships between existing land uses, providing additional safety measures for pedestrians and defining an approach to transform the corridor into an aesthetically appealing gateway into the City.

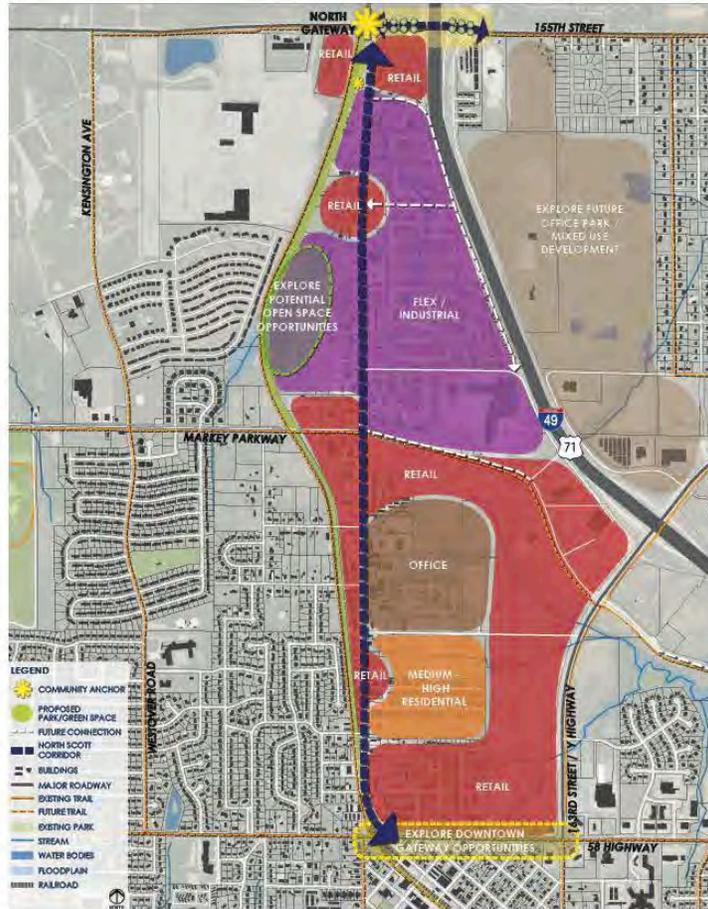
To define project goals and foster public support through education and inclusion, Confluence developed a robust public input process that engaged stakeholders and citizens. The community identified existing deficiencies, goals and opportunities, and prioritized proposed recommendations. Through detailed transportation engineering, site analysis and input from the public, the design team developed key focus areas: Circulation, Land Use and Character. These areas of focus were used as a framework to categorize and organize recommendations as part of the action plan. The final Corridor Action Plan was a citizen-driven planning tool that provided prioritized action items and recommended time frames for implementation.

WORK SAMPLES + REFERENCES



Features

- Public Engagement
- Transportation and Land Use Planning
- Corridor Enhancement Recommendations
- Design Guidelines
- Overlay District
- Zoning Code Recommendations



**NORTH SCOTT CORRIDOR DESIGN GUIDELINES + ZONING OVERLAY**

BELTON, MISSOURI

Client: City of Belton, Missouri

Contact: Carolyn Yatsook, Economic Development Director / 816.892.1263

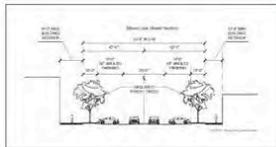
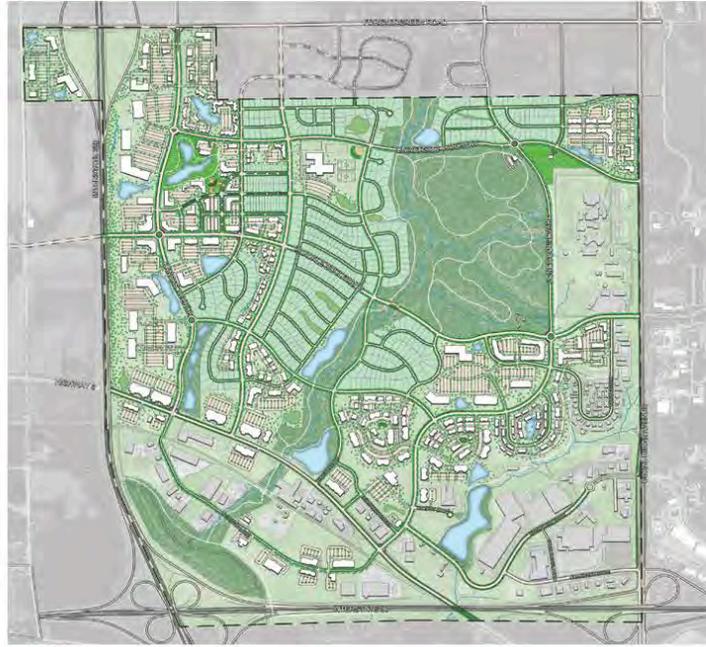
cyatsook@belton.org

The two-mile North Scott Corridor serves as the northern gateway into the City of Belton from the adjacent US 49 Highway Corridor. However, the physical appearance and mixture of land uses along the corridor needs significant revitalization.

Confluence led a community-driven planning process to establish a unifying vision for the future of this corridor. A steering committee engaged in an interactive planning process that included two public meetings and online opportunities for community input. Consensus was achieved through a series of collaborative meetings that explored alternative land uses and future roadway configuration.

The plan called for future enhancement of the streetscape character, a new gateway arrival area at the 155th Street interchange, updates to the future land use plan, connections to emerging retail areas, provision of future green space, and creation of development and design guidelines to enhance the character and quality of future development.

WORK SAMPLES + REFERENCES



**WEST LAND USE AREA MASTER PLAN, DESIGN GUIDELINES AND ZONING OVERLAY**

CORALVILLE, IOWA

Client: City of Coralville, Iowa

Contact: Ellen Habel, Assistant City Administrator / 319.248.1700 / ehabel@coralville.org

Confluence led a multi-disciplinary planning team to assist the City of Coralville, Iowa, in building upon the recently adopted 2014 Coralville Community Plan by establishing a detailed vision and plan for the future of the West Land Use Area. The West Land Use Area is located between Interstate 380 and Coral Ridge Avenue/Highway 965, south of Forevergreen Road, and north of Interstate 80.

The plan includes visioning; a market analysis to determine demand for housing, office, and retail space; a conceptual master plan and refined land use plan; and design guidelines and zoning overlay. This planning effort also included an analysis of the transportation network as well as the water distribution, sanitary sewer collection, storm water drainage utilities and the existing connection fee districts.



**Features**

- Community Engagement
- Market Analysis
- Implementation Recommendations
- Housing + Commercial Development Strategies
- Design Guidelines
- Zoning Overlay
- Multi-Disciplinary Coordination

Community input was an important component in establishing the vision for this area and the planning team facilitated several public meetings and numerous one-on-one stakeholder meetings to allow property owners and community members to contribute ideas about the future of this important growth area. Meeting formats have included open houses, presentations and the use of keypad polling to gather the community's preferences on various aspects of the development.

## WORK SAMPLES + REFERENCES



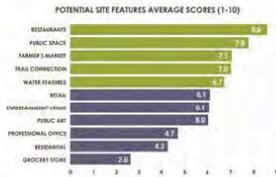
### MERLE HAY ROAD REDEVELOPMENT PLAN + DESIGN GUIDELINES

JOHNSTON, IOWA

Client: City of Johnston, Iowa

Contact: Dave Wilverding, Community Development Director / 515.727.7775

DWilverding@cityofjohnston.com



#### Features

- Public Facilitation
- Key Stakeholder Interviews
- Master Planning
- Design Guidelines
- Perspective Rendering

Confluence was hired by the City of Johnston to create a Master Plan for a town center along a key commercial corridor of the community. The location had previously been identified as a suitable location for a town center development for the community in a previous planning effort. The proposed town center would create an identity for the city, become a destination for residents and visitors, and promote commercial and retail activities in the heart of the city. The Merle Hay Road Redevelopment Plan is intended to turn this idea into an actionable strategy through a site analysis, master planning and concept design, and an overlay design guideline document to help guide growth and development as it occurs.

Confluence met with City staff and elected officials as well as property owners in the study area. The City of Johnston owns a number of the properties, but will have to acquire the remaining parcels for the plan to move forward. Several joint workshops between a committee composed of staff, City Council, and the Plan and Zoning Committee members were held to gauge the desired features, look, and feel of the town center development.

Three different concepts were created for the committee to review. Then, a public meeting was held where the entire community was invited to view and provide feedback on the concepts. A survey was offered to residents to gain more detailed feedback on each concept and the overall desired amenities for the site.

A final design concept was selected based on feedback from the residents and committee. Confluence then worked closely with City officials to create design guidelines as part of a zoning overlay district for the study area to help ensure the area develops in a suitable way to match the master plan concept design.

## SECTION FIVE | ANTICIPATED COST BREAKDOWN

### ANTICIPATED COST BREAKDOWN

The estimated fees for providing professional services as outlined in our Project Approach and Scope is outlined using a lump sum basis as shown below. While this is our best approximation of the level of effort it will take to successfully complete this plan as outlined herein, our team remains flexible to review specific components of our scope, approach, schedule, or planning methodology and to make adjustments if needed to best meet the City of Merriam's needs.

Planning Phase	Professional Fee
Phase 1 – Project Kick-Off Research + Analysis	\$ 57,600
Phase 2 – Vision, Input + Direction	\$ 56,250
Phase 3 – Draft Plan + Evaluation	\$102,500
Phase 4 – Final Draft Plan + Adoption	\$ 19,000
<i>Reimbursable Expenses</i>	\$ 12,500
<b>Total Anticipated Planning Fee</b>	<b>\$247,850</b>

### ADDITIONAL WORK SAMPLES

The following are links to example Comprehensive Plans and Area Plans for which Confluence was the lead firm completing the plan:

- The Ankeny Plan 2040, Ankeny, Iowa - <http://books.thinkconfluence.com/books/dslc/>
- Tea Comprehensive Plan Update, Tea, South Dakota - <https://cloud.thinkconfluence.com/index.php/s/1kSMekS8WJRMwsu>
- Lansing 2030, Lansing, Kansas - <https://cloud.thinkconfluence.com/index.php/s/dEixVLstjDYBFr>
- Shawnee Mission Parkway Corridor Study, Merriam, Kansas - <http://books.thinkconfluence.com/books/onla>

### ADDITIONAL PROJECT REFERENCES

Below is the contact information for municipal references for similar projects:

**ERIC C. JENSEN | AICP | THE ANKENY PLAN 2040**

Planning and Building Department Director, City of Ankeny, Iowa / 515.963.3547 / ejensen@ankenyiowa.gov

**SCOTT WINGERSON | GLADSTONE VILLAGE CENTER MASTER PLAN + NUMEROUS PLANNING ASSIGNMENTS**

City Manager, City of Gladstone, Missouri / 816436.2200 / scottw@gladstone.mo.us

**KEVIN NISSEN | TEA COMPREHENSIVE PLAN**

Planning & Zoning Administrator, City of Tea, South Dakota / 605-498-5192 / cityoftea@iw.net

**TIM MOERMAN | KETTLESTONE MASTER PLANNING**

City Administrator, City of Waukee, Iowa / 515.978.7902 / tmoerman@waukee.org

**BILL MICHEEL | MT. VERNON ROAD CORRIDOR ACTION PLAN**

Assistant Director, Community Development, City of Cedar Rapids, Iowa / 319.286.5045 / w.micheel@cedar-rapids.org

**CAROLYN YATSOOK | NORTH SCOTT CORRIDOR PLAN**

Economic Development Director, City of Belton, Missouri / 816.892.1263 / cyatsook@belton.org

**ELLEN HABEL | WEST LAND USE AREA MASTER PLAN**

Assistant City Administrator, City of Coralville, Iowa / 319.248.1700 / ehabel@coralville.org

**DAVID WILWERDING | MERLE HAY ROAD REDEVELOPMENT PLAN**

Community Development Director, City of Johnston, Iowa / 515.727.7775 / DWilwerding@cityofjohnston.com

# Merriam Town Center

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## Use restrictions

Merriam City Council  
March 25, 2019



# Use Regulations

- Merriam Code
  - Enforced by City
- Private Reciprocal Easement and Operation Agreement (REA)
  - Enforced by Developer/Property Owner

# Merriam Code Allowable Uses

- Furniture, carpet and interior decorating stores
- Fitness centers and sporting goods stores
- Animal related businesses and/or organizations (no outdoor animal runs, kennels or other outdoor storage or treatment of animals)
- Laundry and dry cleaning receiving stations
- Blueprinting and photocopy service
- Schools for music, dance and business
- Fraternal and service clubs
- Automobile sales and service (no outside service)
- Governmental office buildings, recreation and service centers
- Newspaper offices and printing
- Package liquor stores (no on-premises consumption)
- Self-service laundry and dry cleaning
- YMCA and YWCA facilities
- Barber, hobby, beauty, garden, florist, antique, shoe, tailor, jewelry and gift shops
- Food, drug, hardware, appliance, dry goods and clothing stores

# Merriam Code Allowable Uses

## REA restricted

- Furniture, carpet and interior decorating stores
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- Food, drug, hardware, appliance, dry goods and clothing stores

# Merriam Code Allowable Uses

## *REA additional requirements*

- Furniture, carpet and interior decorating stores
- **Fitness centers** and sporting goods stores
- Animal related businesses and/or organizations (no outdoor animal runs, kennels or other outdoor storage or treatment of animals)
- *Laundry and dry cleaning receiving stations*
- Blueprinting and photocopy service
- Schools for music, dance and business
- Fraternal and service clubs
- **Automobile sales and service (no outside service)**
- *Governmental office buildings, recreation and service centers*
- *Newspaper offices and printing*
- Package liquor stores (no on-premises consumption)
- **Self-service laundry and dry cleaning**
- YMCA and YWCA facilities
- Barber, hobby, beauty, garden, florist, antique, shoe, tailor, jewelry and gift shops
- *Food, drug, hardware, appliance, dry goods and clothing stores*

# Merriam Code Allowable Uses

- Camera and photographic supply stores
- Musical instrument sales and services
- Day care center
- Dry cleaning and laundry receiving stations where no processing or cleaning of clothing is done on the premises
- Restaurants (excluding private clubs and drinking establishments as defined in this Code)
- Business and professional offices, provided that any storage space associated with such offices shall not exceed 30 percent of the gross floor area of the principal structure
- Medical care facilities (excluding hospitals)
- Mortuaries and funeral homes
- Banks and financial institutions

# Merriam Code Allowable Uses

## REA Restricted

- Camera and photographic supply stores
- Musical instrument sales and services
- Day care center
- Dry cleaning and laundry receiving stations where no processing or cleaning of clothing is done on the premises
- Restaurants (excluding private clubs and drinking establishments as defined in this Code)
- Business and professional offices, provided that any storage space associated with such offices shall not exceed 30 percent of the gross floor area of the principal structure
- Medical care facilities (excluding hospitals)
- **Mortuaries and funeral homes**
- Banks and financial institutions

# Merriam Code Allowable Uses

## *REA additional requirements*

- Camera and photographic supply stores
- Musical instrument sales and services
- Day care center
- Dry cleaning and laundry receiving stations where no processing or cleaning of clothing is done on the premises
- *Restaurants (excluding private clubs and drinking establishments as defined in this Code)*
- *Business and professional offices, provided that any storage space associated with such offices shall not exceed 30 percent of the gross floor area of the principal structure*
- Medical care facilities (excluding hospitals)
- **Mortuaries and funeral homes**
- Banks and financial institutions

# Merriam Code Allowable Uses

- The following uses would be permitted and located in an office building or health care facility, provided that such uses could be accessed only from an interior lobby or hallway and there is no advertising or display visible from the exterior of the structure:
  - Barber, beauty, florist and gift shops;
  - Drugstore;
  - Newsstands; and
  - Restaurants (excluding private clubs and drinking establishments as defined in this Code).
- Tennis clubs and accessory uses thereto, including but not limited to, indoor and outdoor tennis courts and swimming pools.

# REA Prohibited Uses

- No offices over 3,000 square feet, and no more than 7,500 aggregate outside of HD Lot
- No restaurants in excess of 4,000 square feet unless on an outlot, then limited to 5,500 to 7,000 square feet
- No amusement activities in common areas
- No tire, battery, auto accessory parts store or installations, except as restricted
- No auto dealership, or vehicle repair shop (paint or mechanical)
- No storage uses
- No vehicle (car or truck) wash facilities
- No funeral home
- No laundromat
- No adult bookstore or cinemas
- No industrial manufacturing
- No motel or hotel
- No outlet or overstock type retail store, with some exceptions as to a list of accepted stores
- No amusement uses such as billiards, arcades, live entertainment, etc., unless limited to a specific square footage amount and supplemental to an existing retail use
- No office or storage operations, except as limited by REA, and generally accessory to the uses otherwise permitted – such as a retail store, restaurant, etc

# REA Prohibited Uses

- No car-hop or carry out type restaurant. No drive thru type restaurant – must be a sit down, with wait staff, type restaurant. Includes a number of additional specific restrictions related to restaurants
- No business using outdoor spaces as a portion of their day to day business, such as lumber yard, boat sale yard, etc.
- No bowling alley
- No warehousing storage, other than incidental to retail
- No health, physical fitness spa, club or facility
- No skating rinks
- No flea market
- No dry cleaning operations except for drop off and pick up only
- No non-retail use not typically incorporated in retail shopping center developments
  
- Specifically exempts Home Depot lot from a number of the above provisions
- Home Depot and outlots prohibited uses – supermarket, mini-market, convenience store, warehouse or warehouse club



## AGENDA ITEM INFORMATION FORM

**AGENDA ITEM:** Consider the approval of purchases necessary to install 16 residential streetlights.

**SUBMITTED BY:** Kevin Bruemmer, Public Works Director

**MEETING DATE:** March 25, 2019

### PROJECT BACKGROUND/DESCRIPTION:

Staff has determined 16 new residential (brushed aluminum) streetlights can be on Switzer from 69<sup>th</sup> street to 75<sup>th</sup> street for a total cost of \$69,800.

Streets/area	# of Lights	Cost	Available Budget	Project/funding source
Switzer-69 <sup>th</sup> to 75 <sup>th</sup>	16	\$69,800.00	\$131,217.14	Overlay Supplement 301.0000.511.45.10

We would like to use funds available from the Overlay Supplement to complete the Switzer streetlight project as we are scheduled to be on Switzer with our 2019 mill and overlay program. To minimize disruption to the residents we will complete the streetlight installation during the same construction season.

The major components (foundations, poles, fixtures) are purchased directly from a sole source vendor that matches the components already installed in Merriam. The poles will be purchased from Hapco and fixtures will be purchased from Sentry Electric, the foundations will be purchased from Electrical Midwest.

The wire, conduit, connectors and pull boxes will be purchased from Graybar through U.S Communities which allows municipalities to save money on products due to large volume purchasing. This association has developed efficient purchasing methods and practices in governmental procurement. They encourage ethical standards in buying and selling and promote uniform public purchasing laws and simplified standards of specifications. The purchase through U.S Communities is in lieu of the City of Merriam soliciting bids because all contracts are competitively solicited by a lead agency.

### CITY COUNCIL GOALS AND OBJECTIVES

3.2 Sustain capital improvement efforts

### FINANCIAL IMPACT

**Amount of Purchases:** \$69,800.00

**Amount Budgeted:** \$200,000.00 Overlay Supplement project # GM0303

**Funding Source/Account #:** *Capital Improvement Fund #301:*  
Construction Services/Overlay Supplement 301.0000.511.45.10

### SUPPORTING DOCUMENTS

Streetlight map

### ACTION NEEDED/STAFF RECOMMENDATION

Allow the City Administrator to approve all purchase orders associated with the purchase and installation of 16 streetlights not to exceed \$69,800.00



CITY OF MERRIAM PARK AND RECREATION  
ADVISORY BOARD MEETING MINUTES  
Tuesday, February 26th, 2019  
6:00PM

**Roll Call**

The February meeting of the Merriam Parks & Recreation Advisory Board was called to order at 6:00 pm, by Chairperson Billy Crook. Board members in attendance included: Kathy Stull, LaVera Howard, Christopher Leitch, Thelma Fowler, Katie Leary and Grant Getzlow. Suzanne Downey was absent. Staff members in attendance included: Anna Slocum, Director; Dave Smothers, Assistant Director; Renee Nagle, Recreation Supervisor, and Ingrid Berg, Assistant Program Coordinator.

**Public Comments**

There was no one present for public comments.

**Approval of Meeting Minutes**

Katie Leary made a motion to accept the November meeting minutes and Kathy Stull seconded the motion; motion was approved unanimously.

Kathy Stull made a motion to accept the December Special Meeting minutes and Katie Leary seconded the motion; motion was approved unanimously.

**Staff Reports**

**Director's Report**

Welcome new Board Member

The board welcomed Christopher Leitch as a new member.

Year End Video

Staff shared the 2018 Year End video created by the Communications Department. This is also accessible from the city's website. Staff will send a link to the board to the YouTube Channel.

Community Center Update

Staff shared the monthly construction video produced by McCarthy. This video is available through the Building Communities tab on the city's website. On-site pier drilling has started.

2018 Fall Recreation Report

New programs introduced last fall were: Girls on the Run, Intro to Ki Society, Simplified Tai Chi, Friday Painting class and MDL. Staff saw growth in: Level 1 Yoga, Yoga Express, Ki Society, Aikido, Silver Screen Movie Matinees, JOCO Congregate Meals, Bingo, art gallery attendance and daily visits. There was a decline in attendance for: Level 2 & 3 Yoga, Belly Dancing (due to instructor changes), Flexercise (Fridays were dropped due to no instructor), Chair Yoga (one less session offered) and Pickleball.

2018 Annual Recreation Report

2018 was a rough weather year for special events and this is the largest difference over 2017. All outdoor special events for the year were impacted either by rain or scorching heat. Adult fitness, after several years of growth, saw a decrease with the loss of a consistent instructor. Staff are exploring options and working to identify new instructors. In January, the Yoga Sculpt class did not meet minimums, although there are enough registrants for the March session. Senior programming and daily visits both saw slight growth with rentals holding steady.

2019 Projects

The project list for 2019 is divided into two groups. The first set are those tasks / projects related to opening the new community center. The second set are those that have a financial implication and were budgeted to be complete in the 2019 fiscal year.

#### Community Center

- \*Organizational chart, job descriptions and hiring new positions for new community center
- \*Define household/family (discuss in March/April)
- \*Revenue Policy (May/June)
- \*Fee schedule for 2020 (June/July)
- \*Storage plan for new CC (ongoing)
- \*Maintenance plan for new CC (after new positions are determined)
- \*Chart of accounts for 2020 (done-to prepare budget)
- \*Art relocation plan – Staff worked with the Interior Designer and the Foundation to locate all but two works to the new community center. The other works will be relocated to other city facilities that will be determined at a later date.
- \*Room names for new CC (March-to recommend to City Council)
- \*Discontinue paper packets for Park Board meeting-will have an agenda and the rest will be referenced digitally – board agreed to begin this in March.

#### Budget

- \*Rule sign at Brown Park - old sign between the basketball court and the trail
- \*Picnic table incorporation at the Marketplace
- \*Conversion to RecTrac 3.1-Dave & Lisa will go to Vermont for training in October
- \*Replace soccer goals at Waterfall Park
- \*Landscape improvements at the Marketplace Bridge

#### **Assistant Director's Report**

##### **Reports**

##### High School Visual arts Competition Evaluation

This was included in the packet. To help with logistics staff is thinking about limiting the number of works each school may submit.

##### **Updates**

##### 2019 Farmers' Market Season

The market is scheduled to open on Saturday, May 4<sup>th</sup>. Currently, 20 vendors have stated an interest to return. Staff is working to identify new vendors to fill the available stalls and reaching out to past vendors that have not committed. The calendar for entertainment and kids' activities was included in the packet. The Farmers' Market rules & regulations was also included to show the new verbiage to reflect the non-discrimination policy. The version that was provided was outdated. Staff was able to access the latest version to show the changes to the discrimination policy had been updated and reflected the city's ordinance.

##### Marketplace Improvement-Parking Lot Lights

An original budgeted item, it was determined that the expense of this improvement was not justified due to the number of times the lights are on.

##### **Upcoming Events**

##### 23<sup>rd</sup> Heartland Artist Exhibition

The opening night reception for the 23<sup>rd</sup> Annual Heartland is Saturday, March 2<sup>nd</sup> from 5-7 pm. The show includes 71 artists from eight states.

## **Recreation Supervisor's Report**

### **Reports**

#### HOLly Jolly HOLIDay Lights and HOMemade Soup

The weather was sketchy so the attendees watched the tree lighting from the lawn of IBFCC. This worked out well since people did not have to navigate crossing the street from the Marketplace. This is the first year staff had it catered which worked out well and the snow globe inflatable photo op was a big hit. A big thanks to the Carr's for all they do for this event. Staff will go back to calling this event The Mayor's Tree Lighting.

#### Breakfast with Santa

Two Men and a Grill catered this event this year. Staff will be changing the time to 9-10:30 am for future events. Thanks again to the Carr's who make this event possible and so special.

#### Daddy Daughter Dance

The theme this year was Alice in Wonderland titled "A Night in Wonderland". The event sold out and the limo rides, DJ Kirby and photo booth were all a big hit. Themes for 2020-- The Greatest Showman was suggested.

### **Upcoming Events**

#### Let Me Run

Let Me Run is a new boys running club that will be meeting on Mondays and Wednesdays (opposite Girls on the Run which meets on Tuesdays and Thursdays). They are looking for coaches.

#### Tiny Tykes

This is Challenger's British Soccer Camp for 2-3 and 4-5 year olds being held at the community center mid-March through the beginning of May. Registration form was included in the packet.

### **New Business**

No new business

### **Other Business**

#### Park Board By-Laws Update

It was suggested to set aside one meeting a year to review/update by-laws. Instead, it was decided that by-laws should be reviewed on an as needed basis, but changes should not be rushed. Staff researched the issue of virtual call-ins for Park Board meetings and it was discovered that only two entities (KCMO and Blue Valley Rec Commission) allow for virtual link. Both of these boards serve in an administrative capacity versus an advisory role. The only board in Merriam that allows for phone link is City Council. After discussion of next steps, the board unanimously agreed to revisit the proposed changes at the March meeting.

#### 5701 Steering Committee Update

This committee will be helping to decide the future of the current community center. They met in mid-December for introductions and to talk about objectives. A facilitator (Vicki) with Colin Noteis was hired and she met with each member in February. There will be meetings for the public to attend as well. Dates TBD.

#### Art Update

The third public art piece, titled “Hmmm...” will be going in at Waterfall Park starting in April or May of this year. The committee is getting RFQ’s for the forth piece to go in around City Hall, but has skipped to the 5<sup>th</sup> which will be two pieces at the new community center. They will start interviewing artists next month.

**Adjournment**

LaVera Howard moved to adjourn the meeting at 7:50 pm and Thelma Fowler seconded; motion was approved unanimously.

DRAFT

## **CITY COUNCIL SUGGESTED MOTIONS FOR YOUR CONSIDERATION**

### **CONSENT AGENDA**

1. Move that the council approve Consent Agenda items 1-2.

### **PLANNING COMMISSION**

1. Council concur with the Planning Commission's recommendation and approve, with conditions, the request for change in use to add the use of Automotive sales and service to the Planned Unit Development – General (PUD-G) District located and the associated development plan for 6209 Grandview Street and authorize the Mayor to sign the effectuating ordinance.

### **MAYOR'S REPORT**

1. No motion.

### **FINANCE AND ADMINISTRATION**

1. Move that the council approve an ordinance amending sections of the City Code regarding alcoholic liquor and cereal malt beverages.
2. No motion.(first reading)
3. Move that the council waive the license fee as allowed by Merriam city code section 5-191 and 192 which allows for waiving the license tax associated with a caterer's license for a City sponsored and funded event.
4. Move that the council authorize the creation and hiring of a Facility Operations Supervisor position.
5. Move that the council approve the budget adjustment of \$23,000 from Parks & Rec Salaries/Benefits and \$14,500 from General Fund Contingency to Public Works Salaries/Benefits.

### **COMMUNITY DEVELOPMENT/PUBLIC WORKS**

1. Move that the council concur with the selection group's recommendation to engage Confluence for professional services related to the updating of the Merriam Comprehensive Land Use Plan and authorize the Mayor to sign the Professional Services Agreement (PSA).
2. No motion.
3. No motion.
4. Move that the council approve the purchase and installation of 16 streetlights not to exceed \$69,800.00

### **STAFF ITEMS**

### **EXECUTIVE SESSION**