

MERRIAM CITY COUNCIL AGENDA

April 13, 2020

7:00 P.M.

This is a virtual meeting.

The public may participate by joining the meeting at <https://zoom.us/j/912524636>
or by telephone 1-346-248-7799 Webinar ID: 912 524 636

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

II. ROLL CALL

III. PUBLIC ITEMS

In response to COVID-19, public comment that normally occurs during the City Council meeting has been temporarily suspended. Members of the public are still encouraged to share comments about matters that may or may not appear on the agenda. **Please note: Public Comments will only be taken via email to the City Clerk at jpinnick@merriam.org prior to 6:00pm on the date of the meeting.**

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 separate

1. Consider approval of the minutes of the City Council meeting held March 9, 2020.
2. Consider approval of a Pool Use Agreement with the City of Mission.
3. Consider Approval of a resolution Honoring the 50th Anniversary of Earth Day.

V. MAYOR'S REPORT

VI. COUNCIL ITEMS

A. Finance and Administration

1. Consider approval of the Notice of Electors form for the Evergy Metro Franchise ordinance.
2. Consider approval of a contract for Janitorial services for the new Community Center.
3. 2020 Budget Update.
4. Monthly Finance Report. (available in packet)
5. Community Center Update. (available in packet)

B. Community Development/Public Works/CIP

1. Consider approval of a Development Agreement with Kincaid Group (DS Bus Lines).
2. CIP Update. (available in packet)

VIII. STAFF ITEMS

IX. NEW BUSINESS

X. EXECUTIVE SESSION

XI. ADJOURNMENT

Respectfully submitted,

Juliana Pinnick

Juliana Pinnick
City Clerk

**MERRIAM CITY COUNCIL MINUTES
CITY HALL
9001 WEST 62ND STREET
March 9, 2020
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
Chris Evans Hands
Bruce Kaldahl
Brian Knaff
Jason Silvers
Whitney Yadrich
David Neal via telephone
Bob Pape was absent

Staff present: Chris Engel, City Administrator; Ryan Denk, City Attorney; Meredith Hauck, Assistant City Administrator; Jim MacDonald, Public Works Director; Jenna Gant, Communication and Public Engagement Manager; Darren McLaughlin, Police Chief; Anna Slocum, Parks and Recreation Director; Donna Oliver, Finance Director; 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 separate

1. Consider approval of the minutes of the City Council meeting held February 24, 2020.

2. Consider approval of a bid award to Phoenix Construction for 2020 Sidewalk Infill project.
3. Consider approval of the purchase of four mobile column lifts for public works building.

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

V. MAYOR'S REPORT

1. Swearing in of police officer Nathan Hoff.

Mayor Sissom administered the oath of office to police officer Nathan Hoff.

2. Promotion of Chris Brokaw to Captain.

Police Chief Darren McLaughlin announced the promotion of Sergeant Chris Brokaw to Captain.

Mayor Sissom informed the council that he will be sending them performance evaluation forms for the City Administrator. If all is complete by the next City Council Meeting there will be an Executive Session to go over the performance evaluation.

VI. COUNCIL ITEMS

A. Finance and Administration

1. Consider approval of Council Goals and Objectives.

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

The City Council Budget Goals and Objectives provides guidance to City staff during the budget development process. After the February 24, 2020 City Council meeting, the Council met in work session to their goals and objectives for FY21. The results of that work session were summarized and included in the City Council Agenda Packet.

COUNCILMEMBER HANDS MOVED THAT THE COUNCIL APPROVE THE 2021 CITY COUNCIL GOALS AND OBJECTIVES. COUNCILMEMBER DIEBOLD SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

2. Consider approval of a resolution in support of the National League of Cities (NLC) Leading Together Cities Agenda.

City Administrator Chris Engel provided the background for this item.

Our nation is strongest when all levels of government work together to protect and advance the priorities of our residents. Accordingly, the National League of Cities (NLC) has announced the Leading Together Cities Agenda for the 2020 presidential election. This is America's agenda for a strong, safe and fair nation. This agenda lays out four principles and four priorities that candidates for President of the United States should support prior to seeking the endorsement of local leaders.

Principles - Respect the authority of local government to act in the best interests of our community; Partnership across parties and ideologies creates better solutions; Policies of Inclusion that respect diversity create opportunities for everyone to succeed; Accountability to our communities and residents for addressing challenges and opportunities to create positive results.

Priorities – Building Sustainable Infrastructure; Creating a Skilled Workforce; Ending Housing Instability & Homelessness; Reducing Gun Violence.

By Leading Together, elected leaders at all levels of government can advance positive solutions and build a strong, safe and fair America. During the 2020 election cycle, the National League of Cities is pleased to serve as a resource for those vying to be the next leader of our nation, and for those who want to better communicate about the needs of America's communities and their residents.

COUNCILMEMBER HANDS MOVED THAT THE COUNCIL APPROVE A RESOLUTION IN SUPPORT OF THE NLC LEADING TOGETHER CITIES AGENDA. COUNCILMEMBER YADRICH SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

3. Consider approval of re-allocation of Facility Maintenance Worker I to the Parks and Recreation Department budget.

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

Custodial needs in the new community center are significantly different than any other city owned facility. After several staff conversations and site walk-throughs, it's been determined the facility needs a dedicated Facility Maintenance I employee embedded within the Parks Department and present in the new building 5 days a week during day time operational hours.

The recommended position will be created by moving 0.72 FTE from Public Works previously identified for this position and reallocating 0.28 FTE already present within the Parks and Recreation budget. This does not change the overall FTE count budgeted at 123.15 for 2020.

This will be an hourly position reporting to the Assistant Director of Parks and Recreation who will oversee the day-to-day operations of the new community center. The general purpose will be to perform a variety of routine tasks in custodial care and room set-ups within the facility; janitorial will occur overnight by a contracted provider. The salary range for this position will be \$30,256 – \$45,385 plus benefits. The cost of benefits can be absorbed through the part time salary line item since all positions were fully funded for 2020 with the uncertainty of when staff would need to be hired and trained. Annual cost of salaries and benefits is estimated to be \$54,650.

The goal is to fill the position by the beginning of May in hopes this person can help with the transition of facilities.

COUNCILMEMBER DIEBOLD MOVED THAT THE COUNCIL AUTHORIZE THE POSITION OF FACILITY MAINTENANCE WORKER I WITHIN THE PARKS AND RECREATION BUDGET. COUNCILMEMBER HANDS SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

4. Community Center Update.

Assistant City Administrator Meredith Hauck presented the monthly Community Center Report. Ms. Hauck displayed an opening schedule for the new community center.

On May 15, 2020 the city will receive the building and start to move in. The Irene B. French Community Center (IBFCC) will close to the

public, however the Meals on Wheels program will continue to operate there.

On May 26, 2020 the pool balancing will be complete and building tours will begin and run through June 7.

There will be a flag lowering ceremony the evening of May 31, 2020 at the IBFCC to commemorate the closing of the building. On the morning of June 1, 2020 there will be a flag raising ceremony at the new community center. On that day, the center will be open for Charter Members with limited daily hours and other soft opening events that will run through June 5. June 1 will also be the first day of swim team practice at the center.

A Friends and Family event will be held the evening of June 5. This will consist of an invitation only event for all city employees and their families, as well as all the tradespeople who worked on the building.

Between June 6-7 the center will operate on a full schedule for Charter Members, then on June 8 the center will be fully open to the public. A grand opening event will be held in late June/early July. The staggered opening of the building allows for staff to get familiar with the new facility and work out any issues before being fully open to the public.

The marketing push will begin March 15 for memberships. So far with limited marketing, there have been 10 Charter Memberships sold. They will be available for purchase until June 7.

Since the center will not be fully open by Memorial Day, which is traditionally the opening day for the outdoor pool, staff has worked out an agreement with Roeland Park to allow Merriam residents, summer pass members and Charter Members to utilize their outdoor pool. The city will cover the cost of admission to the Roeland Park pool. This will be effective from May 31- June 7. Staff is also in discussions with the city of Mission for use of their pool during that time frame to offer two options for Merriam resident's access to an outdoor pool. The final agreements will be presented for council approval at a future meeting.

B. Community Development/Public Works/CIP

1. Consider approval of a bid award to Kansas Heavy Construction for 2020 Street and Storm drainage improvements.

Public Works Director Jim MacDonald provided the background for this item. On February 19, 2020, staff opened four bids for the 2020 Street and Storm Drainage Improvements. The scope of this project includes 2-inch mill/overlay, new pavement markings, installation of new streetlights on Johnson Dr. east of Antioch Rd. and on Mastin south of 60th Ter., new median landscaping on Johnson Dr., signal upgrades at 1-35, replacement of curb/gutters/sidewalk and ADA ramps as needed, replacement of over 1700 feet of failed storm drainage, and construction of southbound Mastin St. right turn into Merriam Park Elementary.

The Johnson Dr. portion of this project is designated as a Johnson County, County Assistance Road System (CARS) route. CARS has committed to reimburse the City 50% of construction engineering and actual construction cost up to a maximum of \$992,600. The Mastin Street and Storm Drainage and W. 59th Ter. improvements are being funded by our CIP Small Drainage Projects, Overlay Supplement, Special Highway Mill and Overlay budget and CIP Contingency.

In 2019, the Mastin project was postponed due to the bids being well over the engineers estimate, it is requested to use those unspent funds from 2019 to complete the Mastin portion of this project.

COUNCILMEMBER DIEBOLD MOVED THAT THE COUNCIL APPROVE A BID AWARD TO KANSAS HEAVY CONSTRUCTION FOR THE 2020 STREET AND STORM DRAINAGE IMPROVEMENTS. COUNCILMEMBER HANDS SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

2. Consider approval of the purchase of 78 LED streetlights.

Public Works Director Jim MacDonald provided the background for this item. The 2020 CIP budget for streetlights includes Johnson Drive. (Antioch to east city limits) South Park sub-division W 51st

Terrace to 49th St. Merriam Drive West to Knox (Community Development Block Grant (CDBG) Johnson Drive will receive the black decorative lights approved in 1996. The residential areas will receive the residential style streetlight approved in 2002. A total of 78 LED streetlights will be installed (34 black decorative lights and 44 residential lights). Excluding the value of in-house labor and equipment, the projected cost is \$372,806.64.

The City applied for \$70,000.00 in CDBG grant funds and was approved for \$57,702.00. Net cost to Merriam (excluding equipment and labor) for the 78 streetlights is \$315,104.64

The major components (foundations, poles, fixtures) are purchased directly from a sole source vendor that matches the components currently installed in Merriam. The poles and fixtures will be purchased from Sentry Electric, the foundations and controllers 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. 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.

COUNCILMEMBER SILVERS MOVED THAT THE COUNCIL ALLOW THE CITY ADMINISTRATOR TO APPROVE ALL PURCHASES ASSOCIATED WITH THE INSTALLATION OF 78 LED STREETLIGHTS, NOT TO EXCEED \$372,806.64. COUNCILMEMBER YADRICH SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

3. CIP Update.

Public Works Director Jim Macdonald provided the following CIP updates:

2019 Sidewalk In-Fill – This project is substantially complete with the Contractor to place seed or sod as soon as weather allows. Final payment will be issued as soon as sod is placed and accepted.

2020 Street & Storm Drainage - Johnson Dr. (BNSF to East City Limits) Mastin St. Improvements (Johnson Drive to Shawnee Mission Parkway) Staff opened 4 bids Feb 19th, with Kansas Heavy Construction being low bidder. A Pre-Construction Meeting was held March 4. A Public Meeting is set for March 11, with construction anticipated to begin mid-April 2020.

2020 Sidewalk In-Fill and Maintenance - Staff opened 8 bids Feb 26, with Phoenix Concrete being the low qualified bidder. A Pre-Construction Meeting was held March 4, with construction expected to begin mid-April 2020.

There was some discussion regarding the construction on I-35 at 75th that will begin late March. KDOT will be adding an additional lane going north and south. There will be detours and disruptions along that area of the highway. The city has little to no control over highway work and there may be residents unhappy with the situation, however there is little that the city can do regarding the construction project.

Councilmember Silvers asked about emergency services when the highway construction is underway.

Police Chief Darren McLaughlin commented that once they receive the plans and detour schedule, the police department can shift their zones to ensure adequate coverage and sufficient access to all areas of the city.

Fire Chief Bryan Dehner added that the computer aided dispatch system funnels all construction activity, road closures etc. on a daily basis to redirect and alert emergency responders. The system re-routes and/or will call in a different unit to get to the scene quickly.

VII. STAFF ITEMS

City Administrator Chris Engel commented that city council received a memo last week outlining the city's sustainability efforts. Staff will provide an update to that document throughout the year.

VIII. NEW BUSINESS

IX. EXECUTIVE SESSION

X. ADJOURNMENT

**THERE BEING NO FURTHER BUSINESS T COME BEFORE THE COUNCIL,
COUNCILMEMBER HANDS MOVED TO ADJOURN AT 7:50 PM.
COUNCILMEMBER YADRICH SECONDED AND THE MOTION WAS
UNANIMOUSLY APPROVED.**

Respectfully submitted,

Juliana Pinnick

Juliana Pinnick
City Clerk

DRAFT



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Consider approval of Interlocal Agreement with City of Mission for Qualified Patrons access to Mission Family Aquatic Center.

SUBMITTED BY: Anna Slocum, Director parks and recreation

MEETING DATE: April 13, 2020

PROJECT BACKGROUND/DESCRIPTION:

The Merriam Community Center is slated to begin limited soft-opening events on June 1 with full opening on June 8. During discussions related to aquatic operations, not having an aquatic experience for Memorial Day was a concern. As a solution, staff explored the option of partnering with neighboring cities to provide Merriam residents access to their facilities without incurring additional costs until our Community Center is open.

The City of Mission is willing to track visits by Merriam patrons from Memorial Day until June 7 or the community center is officially open to the public for the 2020 swim season. Merriam agrees to pay \$7 for each entry during this period. The City of Mission will invoice the city within 30 days after the end of the agreement and Merriam will remit payment within 30 days of invoice.

Due to COVID-19, it is uncertain what additional mandates could impact the opening or operation of all facilities including limiting the number of visitors allowed. Visitors to the Mission Family Aquatic Center will be required to follow the rules of the facility as well as any additional mandates related to COVID-19.

The City Attorney has reviewed the agreement.

CITY COUNCIL GOALS AND OBJECTIVES

Provide Exceptional Service Delivery

FINANCIAL IMPACT

Amount of Request/Contract: _____

Amount Budgeted: NA

Funding Source/Account #: Merriam Community Center Construction Budget BM1802

SUPPORTING DOCUMENTS

Interlocal Agreement

ACTION NEEDED/STAFF RECOMMENDATION

Staff recommends approval of Interlocal Agreement with the City of Mission for Qualified Patrons access to Mission Family Aquatic Center and request authorization for the Mayor to execute the agreement.

**AGREEMENT BY AND AMONG THE CITIES OF MISSION AND MERRIAM,
KANSAS, FOR USE OF SWIMMING POOL FACILITIES**

This Agreement made and entered into as of the _____ day of _____, 2020 (the “Effective Date”), by and among the Cities of Mission, Kansas (“Mission”) and Merriam, Kansas (“Merriam”).

RECITALS

A. The City of Mission operates the public outdoor swimming pool facility (“Pool Facility”) described in **Exhibit A**.

B. Mission and Merriam desire to enter into this Agreement to allow Qualified Patrons, as defined below, the opportunity to use the Pool Facility from Memorial Day until the earlier of (1) June 7, 2020 or (2) the date the Merriam Community Center is officially open to the public (the “Pool Use Period”), for the 2020 swim season.

C. K.S.A. § 12-2908 authorizes Mission and Merriam to enter into this Agreement.

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

I. PURPOSE AND INTENT.

The purpose of this Agreement is to establish conditions that Mission will make the Pool Facility available for use by residents of Merriam, Merriam Charter Members, and Merriam Summer Members (“Qualified Patrons”) during the Pool Use Period.

II. EFFECTIVE DATE AND TERM.

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

III. PAYMENT FOR USE OF POOL FACILITIES.

As part of its program for use of the Pool Facility by Qualified Patrons during the Pool Use Period, Merriam shall pay Mission seven dollars (\$7.00) for each entry of a Qualified Patron during the Pool Use Period (each entry by a Qualified Patron, a “Merriam

Visit”). Mission agrees to track daily Merriam Visits and provide a detailed invoice itemized by day to Merriam 30 days after the end of the Pool Use Period. Merriam shall remit payment to Mission within thirty (30) days of receipt of the itemized invoice. This section shall survive the termination of the Agreement.

IV. POOL SAFETY STANDARDS

Mission agrees to operate and maintain its Pool Facility in compliance with safety standards generally applicable to municipal pool facilities in Kansas, including, but not limited to, the following practices:

- a. The Pool Facility must comply with federal regulations contained in the Virginia Graeme-Baker Act.
- b. The Pool Facility must be municipally owned and either (a) operated by municipal staff or (b) operated by a professional pool management company engaged by Mission.
- c. The Pool Facility must meet facility standards in regards to proper placement of guards, number of guards on duty and facility readiness standards as published by the American Red Cross, Ellis and Associates, or Starguard.
- d. All lifeguards must receive lifeguard certification from an accredited association.
- e. The Pool Facility must comply with the Kansas Amusement Ride Act, K.S.A. 44-1601 *et seq.*, and amendments thereto.

V. MISSION CONTROL OF POOL FACILITY

Mission shall continue to have full control over entry into the Pool Facility. Mission may, in its sole discretion, refuse entry to the Pool Facility to any Qualified Patron. If Mission refuses entry to a Qualified Patron, Mission shall not count the refusal as a Merriam Visit. Mission may, in its sole discretion, remove any Qualified Patron from the Pool Facility. In the event Mission removes a Qualified Patron, Mission shall still count the entry of the Qualified Patron as a Merriam Visit.

VI. COVID-19 CONTINGENCY

As of the Effective Date of this Agreement, the United States is currently experiencing a pandemic outbreak of COVID-19. To combat COVID-19, Mission may, in its sole discretion or by direct mandate from a superior governmental agency, choose to

not open the Pool Facility in 2020, choose to close the Pool Facility after opening it, or choose to otherwise limit the number of visitors to the Pool Facility. The term of this Agreement shall not be extended on account of the Pool Facility being closed, the Pool Facility never opening, or Mission limiting the number of visitors to the Pool Facility. To further combat COVID-19, either party may immediately terminate this Agreement with written notice to the other party. As of the Effective Date, the parties are unaware if COVID-19 may be transmitted through swimming pools and Mission disclaims liability for the transmission of COVID-19 to any individual using the Pool Facility.

VII. LIABILITY

The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of the Pool Facility described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

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

[signature pages follow]

CITY OF MERRIAM, KANSAS

By Ken Sissom, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MISSION, KANSAS

By Ron Appletoft, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

Exhibit A

CITY	OUTDOOR POOL FACILITY
Mission	6090 Woodson Road Mission, KS 66202



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Approve a Resolution in Honor of the 50th Anniversary of Earth Day

SUBMITTED BY: Chris Engel, City Administrator

MEETING DATE: April 13, 2020

PROJECT BACKGROUND/DESCRIPTION:

The 50th anniversary of Earth Day is April 22, 2020. Earth Day was organized in 1970 to honor the Earth and give voice to emerging public awareness of environmental concerns.

Fifty years later, Earth Day remains an opportunity for citizens of all countries to continue to work together to celebrate climate successes and reduce air pollution, build sustainable infrastructure, promote public health, and ensure economic prosperity.

This Resolution is to honor those efforts and to encourage all citizens to act on protecting the environment.

CITY COUNCIL GOALS AND OBJECTIVES

1.3 Encourage participation in sustainability initiatives including economic, environmental, and social sustainability.

FINANCIAL IMPACT

Amount of Request/Contract: n/a

Amount Budgeted: n/a

Funding Source/Account #: n/a

SUPPORTING DOCUMENTS

- Earth Day Resolution

ACTION NEEDED/STAFF RECOMMENDATION

Recommend approval of a Resolution Honoring the 50th Anniversary of Earth Day

RESOLUTION NO. _____

RESOLUTION IN HONOR OF THE 50TH ANNIVERSARY OF EARTH DAY

WHEREAS, in 1970, Earth Day was organized to honor the Earth and give voice to emerging public awareness of environmental concerns; and

WHEREAS, 50 years later, Earth Day remains an opportunity to renew our commitment to preserving and protecting the environment; and

WHEREAS, climate change impacts our economy, society, health, and quality of life; and

WHEREAS, we can use our collective voice to meet the challenge presented by climate change and to drive transformational action; and

WHEREAS, April 22nd is officially recognized as Earth Day.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF MERRIAM, KANSAS RECOGNIZE APRIL 22 AS EARTH DAY AND ENCOURAGE ALL CITIZENS TO ACT ON CLIMATE CHANGE.

PASSED BY THE City Council this ____ day of _____, 2020.

APPROVED BY THE Mayor this ____ day of _____, 2020.

Ken Sissom, Mayor

(SEAL)

ATTEST:

Juliana Pinnick, City Clerk



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Consider approval of the Notice of Electors form for the Evergy Metro, Inc. Franchise ordinance

SUBMITTED BY: Juli Pinnick, City Clerk

MEETING DATE: April 13, 2020

PROJECT BACKGROUND/DESCRIPTION:

The city has a franchise agreement with Kansas City Power and light (KCPL) which is now Evergy. The current agreement expired in January 2020. While the current agreement has expired, the agreement has a provision that allows the agreement to remain in effect while both parties negotiate a new franchise ordinance agreement. The City Attorney has been working with Evergy and both parties have agreed to a new franchise ordinance.

As part of the franchise agreement process, the City is required to provide Notice to the Electors of the City that the City Council will consider such ordinance by publishing the notice in the City's Official newspaper. The City Council must approve the form of such notice to include the date of consideration of the ordinance and the term of the Franchise agreement ordinance. The term of the agreement will be 10 years and the franchise fee rate will be 5%. These are the same terms as the current agreement approved in 2009.

This is the first step in the franchise agreement process.

Below is a timeline for the proposed franchise agreement ordinance:

April 13- City Council approves Notice of Electors form
April 21- Notice of Electors form published in the City's official newspaper (The Legal Record)
April 27- City Council first reading of the Evergy franchise agreement ordinance
May 11-City Council second reading and consideration for approval of the Evergy franchise agreement ordinance.

CITY COUNCIL GOALS AND OBJECTIVES

4.1 Provide support to existing businesses
2.0 Provide Exceptional Service Delivery

FINANCIAL IMPACT

Amount of Request/Contract: n/a
Amount Budgeted: n/a
Funding Source/Account #: n/a

SUPPORTING DOCUMENTS

- Notice of Electors form

ACTION NEEDED/STAFF RECOMMENDATION

Staff recommends approval of the Notice to Electors form for Evergy Metro, Inc. franchise ordinance.

NOTICE OF ELECTORS OF THE
CITY OF MERRIAM, KANSAS

Take notice that Evergy Metro, Inc. and the Governing Body of the City of Merriam, Kansas, have commenced negotiations on a franchise agreement permitting the Company to construct, operate and maintain an electric system for supplying electrical service to the inhabitants of the City within the Company's service area certificated by the Kansas Corporation Commission. The franchise would be effective for 10 years and would require the Company to collect and pay to the City a fee of 5% of the gross receipts charged for electricity consumed within the City by all customers *except the City of Merriam*. The proposed franchise, in the form of an ordinance, will be read and considered at the May 11, 2020 meeting of the Governing Body of the City.

City Clerk, Juliana Pinnick



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Consider approval of City Wide to perform janitorial services for Merriam Community Center.

SUBMITTED BY: Anna Slocum

MEETING DATE: April 13, 2020

PROJECT BACKGROUND/DESCRIPTION:

Custodial needs in the new community center are significantly different than any other city owned facility. Initially, cleaning was slated to fall within the duties of the Facility Maintenance division. It has been determined that it is best to have a professional cleaning company complete the task of maintaining the cleanliness of the new community center.

In 2018, staff took janitorial services out to bid with City Wide being the low bidder. City Wide is in their second one-year extension to perform janitorial service for City Hall, Fire Department, Police Department, Public Works and Historical Plaza. Staff is seeking to add Merriam Community Center to the list of facilities they provide services. The facility would be cleaned seven days per week with the exception of Easter, Thanksgiving and Christmas when the facility is closed. There is a detailed scope of work outlined in the contract.

The 2020 budget did not include funding for a cleaning contract. Staff recommends the funding for this service be from contingency funds. The Merriam Community Center construction budget of \$36.6 million is currently under budget. Any unused funds will return to contingency at the conclusion of the project. Staff anticipates monitoring the costs and benefits of contracting this service on a regular basis.

City Administrator and Finance Director concur with the identified funding source.
The City Attorney has reviewed the contract to form.

CITY COUNCIL GOALS AND OBJECTIVES

FINANCIAL IMPACT

Amount of Request/Contract:	\$132,360 annually
Amount Budgeted:	NA
Funding Source/Account #:	General Fund Contingency

SUPPORTING DOCUMENTS

Professional Services Agreement

ACTION NEEDED/STAFF RECOMMENDATION

Staff recommends approval of the agreement with City Wide and requests authorization for the Mayor to execute the agreement.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 23rd day of March, 2020, by and between the City of Merriam, Kansas, a municipal corporation (“City,”) and City Wide Maintenance, a building maintenance management company having its principle place of business in Lenexa, Kansas (“Contractor”).

WHEREAS, the City needs professional assistance to perform the services outlined in the Scope of Work described in Exhibit A; and

WHEREAS, the Contractor represents that it has sufficient experience and qualified personnel to perform the scope of work herein described on behalf of the City; and

WHEREAS, The City has determined, based upon information provided by the Contractor, that Contractor is qualified to provide the scope of work described herein.

WHEREAS, the City and Contractor 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 Contractor as an independent contractor to perform the services described in this Agreement and Contractor accepts that engagement.

SECTION 2. Services.

- (a) **Scope of Services.** Contractor shall perform those services (“Contract Services”) described under Scope of Work in Exhibit A, 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 Contractor 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.** Contractor may not, without first obtaining the City’s written consent, subcontract any of the Contract Services. Notwithstanding the City’s consent to any subcontracting, Contractor shall remain fully responsible for all obligations under this Agreement.
- (c) **Time of Performance.** The Contractor agrees to complete the Contract Services listed in Exhibit A, Scope of Service. In absence of written directions to the contrary, receipt of the executed Agreement shall be the Contractor’s Notice to Proceed. At the City’s discretion, an extension of time may be granted to the Contractor for delays

determined by the City as unavoidable. Contractor 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 A for the purpose of the Contractor providing any additional services, as outlined in Exhibit A, as may be requested by City and agreed to by Contractor. The Parties agree that time for performance of the Contract Services is of the essence and that the Contractor's failure to meet the contractual times for performance shall constitute a material breach of this Agreement.

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

SECTION 3. Compensation and Expenses. As set forth in Exhibit A, the City shall pay the Contractor 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 30-day written notice to Contractor. If the City terminates the Agreement under this Section, the City shall pay the Contractor for Contract Services satisfactorily performed by Contractor before the termination, and for all associated expenses incurred by the Contractor before the termination. Under no circumstances will the Contractor 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. If this section is not needed replace "reports and Documents" with "Reserved"

- (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 Contractor. Contractor 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 Contractor 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 Contractor, with the exception of the Contractor's proprietary software, as noted in Section 5(a). Contractor 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 Contractor by the City under this Agreement.
- (c) **Confidentiality.** Contractor 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 the Contractor's performance of the Contract Services. This Agreement, however, does not preclude Contractor 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 Contractor pursuant to the terms of this Agreement are to be considered confidential and Contractor 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 or as may otherwise be required by law.

SECTION 6. Compliance with Laws. Contractor shall comply with local, state, and federal rules, regulations, and laws pertaining to this Agreement that are applicable at the time the Contractor conducts the Contract Services, regardless of whether such requirements are specifically referred to in this Agreement. Contractor 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.** Contractor 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, Contractor shall include the phrase "equal opportunity employer" or a similar phrase approved by the Kansas Human Rights Commission (Commission).
- (c) **Non-Compliance.** Contractor 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 Contractor:

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.** Contractor 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 Contractor if:
1. Contractor employs fewer than four employees at all times during the term of this Agreement; or
 2. All of Contractor'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.** Contractor 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.** Contractor 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.** Contractor 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 Contractor, including additional insured designations, shall be primary and noncontributory. Contractor 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.** Contractor, 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.** Contractor 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 Contractor’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, Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- (d) **Industry Ratings.** Contractor 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.** Contractor agrees to secure and maintain the following insurance:
 - 1. **Commercial General Liability.** Contractor 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.** Contractor 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
---------------------------------	--------------------------------------------------

3. Workers' Compensation and Employer's Liability. Contractor shall maintain Workers' Compensation coverage for all claims made under applicable state workers' compensation laws. Contractor 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. Contractor 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 Contractor 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, Contractor 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 the 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, Contractor 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 performance of Contractor'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 Contractor, 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 Contractor's services. Contractor shall give the City immediate written notice of any claim, suit, or demand that may be subject to this provision.

Section 10. No Third Party Beneficiaries. City and Contractor specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage

pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

Section 11. Disputes. The City and Contractor 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 Contractor shall proceed with its services under this Agreement as though no dispute exists.

Section 12. Representations. The Contractor certifies that:

- (a) The price submitted and the costs comprising same are independently arrived at without collusion.
- (b) The Contractor 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 Contractor 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 Contractor 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 Contractor is currently unaware of any conflict of interest with any party affected by this Agreement. Contractor agrees that if any conflict of interest should arise in the future, it will give notice to the City immediately.
- (f) Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement.
- (g) Contractor warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind the Contractor.

Section 13. Quality Assurance. Contractor 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 Contractor 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 Contractor 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 14. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Contractor without the prior written consent of the City.
This

Agreement is binding upon and fully enforceable against the successors and assigns of Contractor, whether consented to or not.

Section 15. 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 Contractor shall be made at the address set forth following the Contractor's signature block. Notice to the City shall be made as follows:

City of Merriam, Kansas
9001 W. 62nd Street
Merriam, KS 66202
Attn: Caleb Hunt

Section 16. Independent Contractor. In no event, while performing under this Agreement, shall Contractor be deemed to be acting as an employee of the City; rather, Contractor shall be deemed to be an independent contractor. Contractor 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 Contractor and the City the relationships of employer and employee, principal and agent, a partnership, or a joint venture.

Section 17. Compliance with Kansas Cash Basis Law. This Agreement must comply with the applicable provisions of the Kansas Cash-Basis Law, K.S.A. 10-1101 *et seq.*, as amended. The City is obligated only to pay periodic payments or monthly installments under this Agreement as may lawfully be made from funds budgeted and appropriated for the purposes set forth in this Agreement during the City's current budget year. Notwithstanding any other provision of this Agreement, in the event that the City does not budget and appropriate funds for any renewal term, for any reason in its sole discretion, the parties agree that they shall be relieved of all obligations under this Agreement without penalty. To the extent that the City does budget and appropriate funds for the purposes set forth in this Agreement, the obligations of the parties shall remain as provided herein.

Section 18. Legal Action. The parties agree that the sole and exclusive venue for any legal actions arising out of this Agreement shall be the District Court of Johnson County, Kansas.

Section 19. 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 20. Phraseology. In this Agreement, the singular includes the plural, the plural includes the singular and any gender includes the other gender.

Section 21. 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 22. 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 23. 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 24. 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 25. 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 26. Amendments. This Agreement may not be amended unless such amendment is in writing and signed by both parties.

Section 27. Survivorship. Notwithstanding the termination of this Agreement, Contractor'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.

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

CITY OF MERRIAM, KANSAS

By: _____
Ken Sissom

Title: Mayor

CONTRACTOR

By: _____
Rob Ellis

Title: Chief Operating Officer

Address: 15447 W 100th Terrace Lenexa, KS 662109

EXHIBIT A: Scope of Work

Janitorial Tasks

- A. Daily cleaning services Level 01 Men and Women Restroom, Unisex Restroom x 2, Lobby, Corridors, Community Gathering Rooms, Catering Kitchen, Fitness Center and Walking Track.
- B. Daily cleaning services Level 00 Lounge/Vending, Corridors, Gymnasium, Family Locker Room, Men and Women Locker Room.
 - a. Clean and disinfect restrooms (partitions, toilets, urinals, sinks, chrome, stainless steel, mirrors, towel and soap dispensers)
 - b. Clean and disinfect locker rooms (partitions, shower stalls, lockers, toilets, urinals, sinks, chrome, stainless steel, mirrors, towel and soap dispensers)
 - c. Empty all trash bins to outside dumpster, clean containers inside and out, and return them to their original location. Empty recycle containers to designated recycle containers, clean inside and out, and return to original location.
 - d. Empty sanitary napkin holders in restroom / locker room, clean container inside and out, replace bags and shine stainless steel.
 - e. Fill all paper products including toilet paper, paper towels, soap dispensers and baby changing station liners in all restrooms and locker rooms.
 - f. Wipe down exterior of all cabinetry, lockers, all counter tops, tables, sinks, dishwasher fronts, refrigerators and freezers.
 - g. Dust and mop all non-carpeted floor areas and ledges including stairwell and elevator.
 - h. Auto scrubber will be used daily in high traffic areas as well as in large spaces where appropriate instead of a mop.
 - i. Micro-scrubbers will be used in restrooms and locker rooms at least 3 times weekly, Sunday being one of the three days.
 - j. Vacuum all rugs and carpeted areas.
 - k. Clean all drinking fountains and bottle filling stations.
 - l. Clean both sides of all glass doors and entryways.
 - m. Spot clean all interior glass.
- C. Six-Day / week cleaning areas Level 01 Child Watch Drop-Off, Child Watch, Child Watch Restroom, Yoga, Group Exercise
 - a. Clean and disinfect restrooms (partitions, toilets, urinals, sinks, chrome, stainless steel, mirrors, towel and soap dispensers)
 - b. Empty all trash bins to outside dumpster, clean containers inside and out, and return them to their original location. Empty recycle containers to designated recycle containers, clean inside and out, and return to original location.

- c. Fill all paper products including toilet paper, paper towels, soap dispensers and baby changing station liners in all restrooms.
- d. Wipe down exterior of all cabinetry, all counter tops, tables, sinks, dishwasher fronts, refrigerators and freezers.
- e. Dust and mop all non-carpeted floor areas and ledges including stairwells.
- f. Auto scrubber will be used daily in high traffic areas as well as in large spaces where appropriate instead of a mop.
- g. Vacuum all rugs and carpeted areas.
- h. Clean all drinking fountains and bottle filling stations.
- i. Clean both sides of all glass doors and entryways.

D. Weekly Cleaning services of entire facility

- a. Clean all stools and urinals with non-acid bowl cleaner.
- b. Scrub tile walls using a disinfectant.
- c. Remove finger prints from doors, frames, light switches, kick and push plates, handles and railings.
- d. Auto scrubber will be used in large spaces where appropriate.
- e. Remove dust and cobwebs behind doors and in corners, etc.
- f. Strip and clean off all soil and soap scum in shower areas.

Supplies

- A. The contractor will be responsible for providing all cleaning supplies necessary to complete the task outlined above in this scope.
- B. The contractor may store necessary machines and equipment in identified janitorial spaces located throughout the facility.
- C. Contractors are required to use environmental friendly products in all applications. Contractor may use fragrant air freshener or scented cleaning agents in the restrooms, but unscented or lightly scented products must be used in all other areas.

Other

- A. Secure all doors and lights as required throughout the work shift.
- B. Advise proper personnel of any unusual conditions.
- C. Keep closets clean, neat and organized.

Schedule

Crews must perform the described janitorial task Monday – Friday between the hours of 8:30 pm – 1 am. Saturday and Sunday between the hours of 5:30 pm – 12 am. Since the community room is designed for large functions, staff will communicate at least 2 weeks in advance if the rooms have a late rental that might alter the cleaning schedule defined. Services provided must not impact these events.

Optional additional service scheduled and be provided upon request with additional separate cost:

- A. Annual carpet cleaning
- B. Annual cleaning / polishing of the non-carpeted areas (excluding the gym floor)

Created For:

City of Merriam

Anna Slocum, Director

Building Name: **Merriam Community Center**

Building Address: 6040 Slater St. / Merriam, Kansas 66202
(913) 322-5556 / aslocum@merriam.org

Investment Recap (Revised March 11, 2020)

City Wide Maintenance Janitorial Service Package

Includes all janitorial services outlined in the Scope of Services
At current buildout as of 3-11-2020

	Frequency	Monthly Price
Janitorial Service- Evenings , Sunday thru Saturday	7 days per week	\$11,030.00

Total Monthly Investment	\$11,030.00
---------------------------------	--------------------

City Wide Maintenance Company, Inc.

City of Merriam, Kansas

By: _____
Authorized Representative

By: _____
Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date

Start Date: _____

NOTE: Unless a request is made for service at an additional charge, the following holidays will be observed and no services shall be provided: **New Year's Day, Thanksgiving Day, and Christmas Day.**

NOTE: Service WILL be provided on Memorial Day, Independence Day and Labor Day,

While services are being provided, and for a period of 180 days following the termination of City Wide's Agreement, Customer shall not employ or contract with any individual or company that is or was an employee, agent or independent contractor of City Wide, nor encourage or allow a new service company to hire or employ any of the current company employees or team members.

EXHIBIT C

While services are being provided, and for a period of 180 days following the termination of City Wide's Agreement, Customer shall not employ or contract with any individual or company that is or was an employee, agent or Independent contractor of City Wide, nor encourage or allow a new service company to hire or employ any of the current company employees or team members.

Project	Budget	Remaining	Savings	
General Fund				
Compensation Study	7,875	7,875	7,875	
Website Redesign	50,000	50,000	50,000	
Cloud Computing	35,000	35,000	35,000	92,875
10% Reduction (15% May - Dec)	20,106,111		2,010,611	
Equipment Reserve Fund				
Patrol Vehicle	35,000	35,000	35,000	
Investigation Vehicles	25,000	25,000	25,000	
Cameras; Wifi; Door Locks	25,320	22,243	22,243	
Trailer	10,000	10,000	10,000	
Fire Station appliances	10,000	10,000	10,000	
Chatlain Park Swing set	32,000	32,000	32,000	134,243
CIP Fund				
CH Façade Improvements	300,000	272,000	272,000	
Future of 5701 Merriam Dr	650,000	620,000	620,000	
Streamway Trail Ext.	264,000	264,000	264,000	
Com Ctr Underbudget	6,000,000	5,250,000	750,000	1,906,000
		Potential Savings	4,143,729	2,133,118
		Cash on Hand (4/9/20)	10,708,387	
		Investments - Maturities in 2020	10,521,000	
			25,373,116	

CITY OF MERRIAM, KANSAS

MONTHLY FINANCIAL REPORT

Finance Department



City of Merriam, KS
Monthly Financial Report - Executive Summary
February 2020

Revenues

	Current Month Actual	YTD Actual	YTD Budget/Est	Over/(Under) YTD Budget/Est
Various Funds:				
1% City Sales Tax	\$ 636,081	\$ 7,585,601	\$ 7,028,697	\$ 556,904
1/4% City Sales Tax-Storm/Street	164,669	1,969,613	1,831,630	137,983
1/4% City Sales Tax-Rec. Facilities	164,669	1,969,613	1,831,630	137,983
City Use Tax	77,791	767,057	648,000	119,057
County Sales Taxes - All	194,792	2,075,514	2,076,000	(486)
Real Property Taxes - Gen Fund	\$ -	\$ 2,342,763	\$ 2,451,649.00	\$ (108,886)
Transient Guest Tax	-	-	-	-
Franchise Fees	66,725	176,002	236,333	(60,331)
Court Fines	84,884	166,516	150,000	16,516

Expenditures

<i>General Fund - only:</i>	Current Mo. Actual	Monthly Bud/Est	Over/(Under) Bud/Est	Year to Date Actual	Year to Date Bud/Est	Over/(Under) YTD Bud/Est
Salaries and Benefits	\$ 682,722	\$ 776,147	\$ (93,425)	\$ 1,623,797	\$ 1,552,295	\$ 71,503
Contractual Services:						
OP Fire Services	-	226,246	(226,246)	-	452,491	(452,491)
Utilities	35,702	48,072	(12,370)	37,493	96,143	(58,650)
Legal	5,018	8,333	(3,315)	5,018	16,667	(11,649)
Property Maint	76,841	58,592	18,249	137,546	117,183	20,363
Specific Contractual*	19,830	29,640	(9,810)	28,515	59,281	(30,766)
Other Contractual	30,847	78,420	(47,573)	64,262	156,840	(92,578)
Commodities:						
Gasoline/Diesel Fuel	7,333	12,502	(5,169)	9,602	25,003	(15,401)
Other Commodities	25,240	50,530	(25,289)	45,277	101,059	(55,782)

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

Comments:

- Sales and use tax collections now include twelve months of 2019 revenue.
- Year-to-date 1% and ¼% City sales taxes are 7.79% (\$832,870) better than revised 2019 budget estimates.
- Year-to-date 1% and ¼% City sales taxes are 2.62% (\$294,136) more than prior year actual.
 - Auto sales are 5.96% more than prior year actual.
 - Merriam Town Center/Johnson Drive sales are 6.02% less than prior year actual.
 - Other categories are 3.01% more than prior year actual.
- Property Maintenance expenditures are over budget due to the annual agreement with Operation Greenlight paid in February.

City of Merriam, KS
Monthly Financial Report - Executive Summary
February 2020

Equipment Purchases >\$5,000

Month	Description	Amount
January	City Hall – partial payment for carpet replacement	\$49,870
	Public Works – tire changer equipment	\$12,620
February	City Hall – final payment for carpet replacement	\$25,792
	Fire – prepayment for 2020 Pierce Velocity pumper truck	\$716,272

Cash and Investment Balances

FHLB = Federal Home Loan Bank	\$ 13,074,000	30%
FHLMC = Federal Home Loan Mortgage Corp.	5,300,000	12%
FNMA = Federal National Mortgage Assn.	1,300,000	3%
FFCB = Federal Farm Credit Bank	7,400,000	17%
US Treasury Bills	3,725,000	9%
Municipal Bonds	100,000	0%
Bank of Blue Valley NOW Account	5,697,521	13%
TD Ameritrade MMA	2,405,198	6%
Total Investments	39,001,719	90%
US Bank Cash Account	4,195,214	10%
Total Cash plus Investments	\$ 43,196,933	100%

City of Merriam, KS
Monthly Financial Report - Executive Summary
February 2020

FAQ's

Question: What is the City Sales Tax rate effective January 1, 2020?

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

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

Answer: **\$2,195,000** is the current balance for the Series 2012 and **\$17,190,000** for Series 2018.

Question: What is the City's bond rating?

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

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

Answer: **27.765 mills** (2019 levy supporting 2020 budgets)

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

Answer: **\$205 million** per Johnson County Clerk as of June 1, 2019

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

Answer: **\$86 million** or 42% for Residential (including apartments);
\$112 million or 55% for Commercial;
\$7 million or 3% for Other (including vacant land, personal property, utilities)

Question: How many households are in the City?

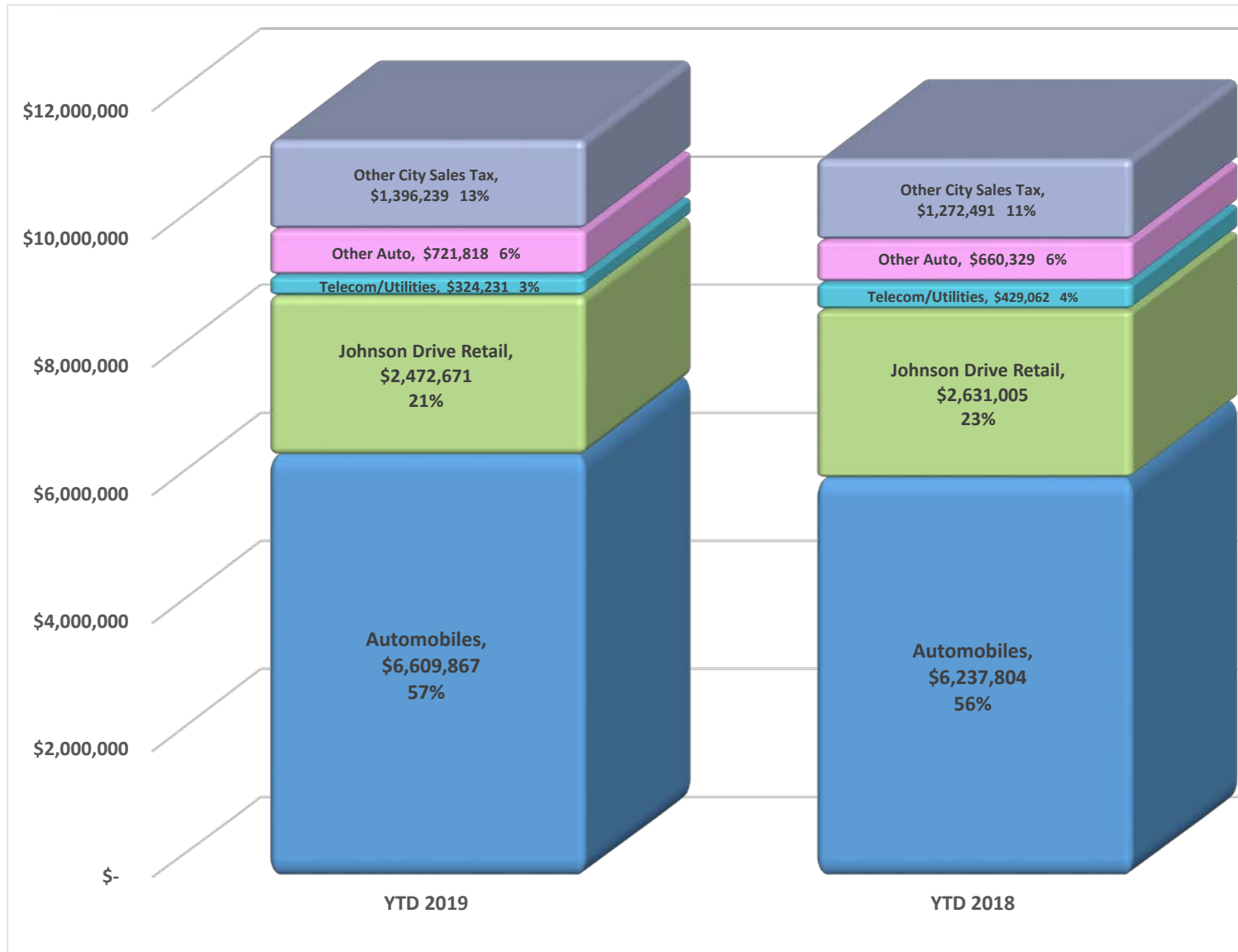
Answer: **5,224 households** (homes and apartments) per the 2010 U.S. Census Bureau

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

Answer: **4.50** is the City's pull factor per the Kansas Department of Revenue (December 2019 report). The term refers to how many non-residents a community "pulls" for shopping purposes. A pull factor greater than 1.00 indicates the community attracts more retail sales than it loses when residents shop outside the city. Merriam's is currently the highest in the State of Kansas.

City of Merriam Sales Tax Comparison - 1.50%

YTD 2019 vs 2018



CITY SALES & USE TAXES *
(Regular 1.50% effective Jan. 1, 2018, 1.25% prior years)

Through: February 2020

Month							Comparison	Average
Collected/Received	2014	2015	2016	2017	2018	2019	2018 and 2019	2014-2018
Jan/Mar	720,376	765,910	831,320	786,301	849,645	852,037	2,392	790,711
Feb/Apr	668,954	729,500	773,150	738,462	984,697	815,595	(169,102)	778,953
Mar/May	751,685	870,039	858,854	868,780	997,674	1,014,294	16,619	869,406
Apr/Jun	777,462	797,873	796,692	750,690	1,079,168	979,825	(99,343)	840,377
May/Jul	885,984	883,727	931,163	858,245	1,025,175	1,127,238	102,064	916,859
Jun/Aug	807,379	851,691	865,511	895,143	1,088,415	981,803	(106,613)	901,628
Jul/Sep	854,938	969,616	927,803	911,673	1,028,566	1,156,685	128,119	938,519
Aug/Oct	910,928	882,690	923,896	909,599	1,093,553	1,156,528	62,975	944,133
Sep/Nov	876,416	824,964	863,243	829,752	898,941	1,092,707	193,766	858,663
Oct/Dec	762,145	843,995	819,791	887,153	978,915	1,030,482	51,567	858,400
Nov/Jan	859,830	772,120	844,545	815,416	947,857	1,041,482	93,625	847,954
Dec/Feb	927,747	752,128	943,732	868,102	966,502	1,043,210	76,708	891,642
Total	9,803,843	9,944,253	10,379,700	10,119,316	11,939,108	12,291,885	352,777	10,437,244
YTD	2014	2015	2016	2017	2018	2019		
February 2020	9,803,843	9,944,253	10,379,700	10,119,316	11,939,108	12,291,885		

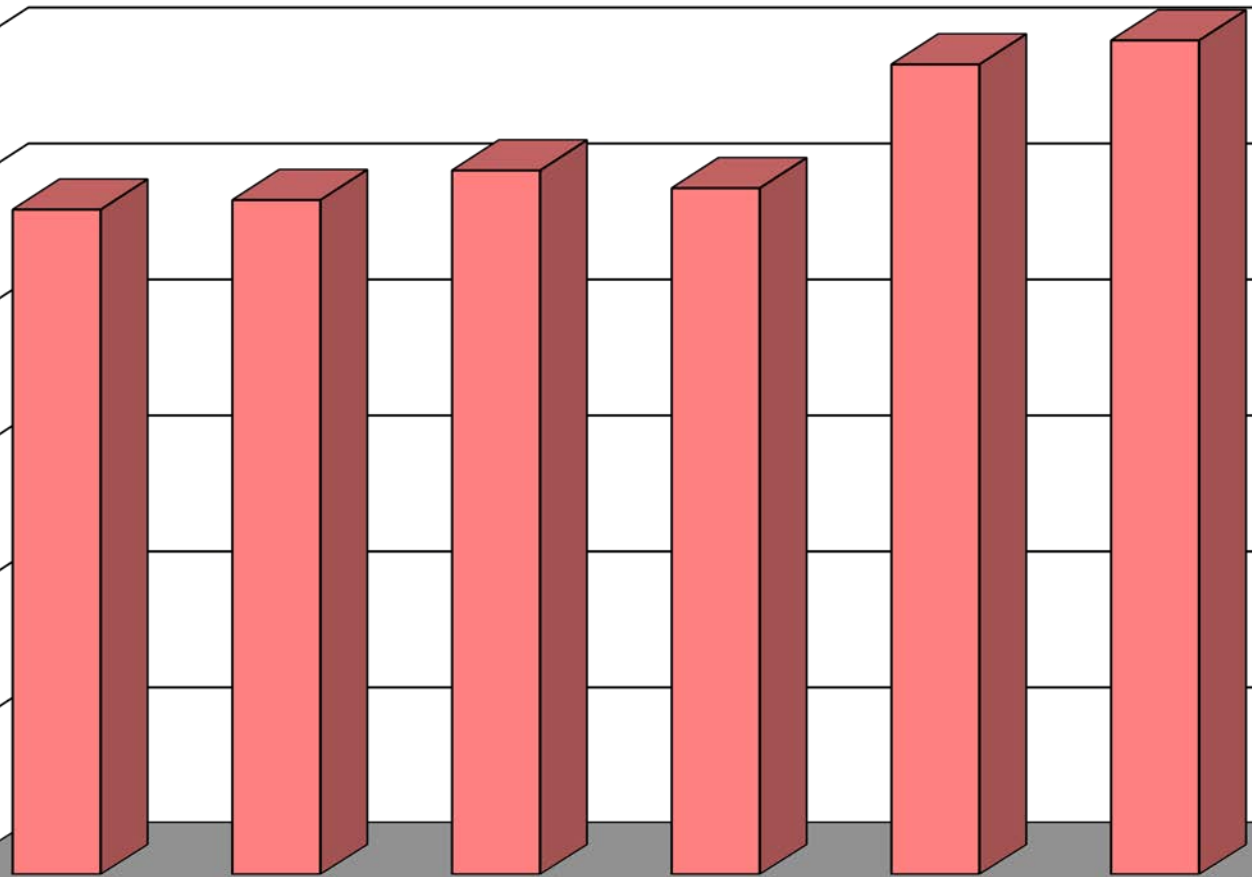
Average Collections Between 2014-2018	\$ 10,437,244
Estimated 2019	11,339,957
Estimate Based on Current Collection Rate	12,291,885
Over/(Under) at Current Collection Rate	\$ 951,928

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

**1.50% City Sales & Use Tax Year to Date Comparison
2014-2019
(1.50% effective Jan. 1, 2018, 1.25% prior years)**

\$14,000,000
\$12,000,000
\$10,000,000
\$8,000,000
\$6,000,000
\$4,000,000
\$2,000,000
\$-

2014 2015 2016 2017 2018 2019



JOHNSON COUNTY SALES/USE TAX AND PUBLIC SAFETY TAXES *
(Total City Share is 1.25%)

Through: February 2020

Month Collected/Received	2014	2015	2016	2017	2018	2019	Comparison 2018 and 2019	Average 2014-2018
Jan/Mar	126,961	133,617	130,730	132,558	164,426	147,949	(16,477)	137,658
Feb/Apr	125,677	125,764	129,905	136,333	149,591	148,168	(1,422)	133,454
Mar/May	136,509	138,507	145,445	148,999	178,476	167,514	(10,962)	149,587
Apr/Jun	140,870	140,620	141,130	157,071	171,127	165,807	(5,320)	150,164
May/Jul	140,421	142,876	136,074	168,652	179,056	182,514	3,458	153,416
Jun/Aug	147,623	151,260	150,786	181,983	185,132	176,338	(8,794)	163,357
Jul/Sep	139,220	148,744	150,089	172,667	166,088	181,055	14,967	155,362
Aug/Oct	141,462	145,684	148,762	176,915	175,932	178,013	2,081	157,751
Sep/Nov	141,747	146,413	152,714	180,671	164,596	178,770	14,174	157,228
Oct/Dec	132,160	145,100	140,607	165,159	163,132	176,796	13,664	149,232
Nov/Jan	142,444	145,355	142,131	171,494	183,409	177,798	(5,612)	156,967
Dec/Feb	167,787	155,653	172,005	196,607	189,838	194,792	4,954	176,378
Total	1,682,882	1,719,594	1,740,379	1,989,108	2,070,804	2,075,514	4,710	1,840,553
YTD	2014	2015	2016	2017	2018	2019		
February 2020	1,682,882	1,719,594	1,740,379	1,989,108	2,070,804	2,075,514		

Average Collections Between 2014-2018	\$ 1,840,553
Estimated 2019	2,076,000
Estimate Based on Current Collection Rate	2,264,197
Over/(Under) at Current Collection Rate	\$ 188,197

* The County special "courthouse" 0.25% tax, effective April 1, 2017, will expire March 31, 2027. All other County taxes have no sunset date.

**February 2020
REVENUE SUMMARY BY FUND**

Fund Number	Revenues	Budget/Est.	YTD Actual	Monthly Collections	Balance	YTD % Budget/Est.
001	General Fund	\$ 18,456,755	\$ 2,864,945	\$ (649,212)	\$ 15,591,810	15.52%
201	Special Highway Fund	305,780	429	(78,233)	305,352	0.14%
202	Special Alcohol Fund	24,000	24	9	23,976	0.10%
203	Special Park & Rec	24,000	68	30	23,932	0.28%
204	Transient Guest Tax	474,150	21,974	(104,114)	452,176	4.63%
221	Risk Management Reserve	15,000	6,577	418	8,423	43.85%
222	Equipment Reserve Fund	940,000	151,804	75,743	788,196	16.15%
301	Capital Improvement Fund		817,748	262,833		
303	I-35 District CIP Fund		9,002	1,995		
401	Bond and Interest Fund	3,227,555	91,968	(255,402)	3,135,587	2.85%
403	TIFB-I35 District		2,315,174	-		
702	Special Law Enforcement-State/Local		4,770	-		
TOTAL		\$ 23,467,240	\$ 6,284,483	\$ (745,933)	\$ 20,329,451	

Average Rate of Sales Tax Collections Should Be:	16.67%
Average Rate of Other Collections Should Be:	16.67%

**February 2020
EXPENDITURE SUMMARY BY FUND**

Fund Number	Expenditures	Budget/Est. *	YTD Actual	Monthly Expenditures	Encumbrances	Balance	YTD % Budget/Est.
001	General Fund	\$ 20,114,856	\$ 2,886,262	\$ 1,375,256	\$ 686,076	\$ 16,542,519	17.76%
201	Special Highway Fund	390,000	128	-	-	389,872	0.03%
202	Special Alcohol Fund	25,000	15,960	15,297	-	9,040	63.84%
203	Special Park & Rec	49,000	3,565	1,824	-	45,435	7.28%
204	Transient Guest Tax	625,927	80,707	35,793	5,376	539,845	13.75%
221	Risk Management Reserve	30,000	1,888	1,888	-	28,112	6.29%
222	Equipment Reserve Fund	1,489,213	795,123	747,322	85,893	608,197	59.16%
301	Capital Improvement Fund		2,120,118	2,082,675	430,930		
303	I-35 District CIP Fund		72,558	72,558	-		
401	Bond and Interest Fund	3,208,125	-	-	-	3,208,125	0.00%
403	TIFB-I35 District		1,226,530	1,226,530	-		
702	Special Law Enforcement-State/Local		-	-	-		
TOTAL		\$ 25,932,121	\$ 7,202,839	\$ 5,559,143	\$ 1,208,274	\$ 21,371,143	

Average Expenditure Rate Should Be:	16.67%
--------------------------------------------	---------------

* Excludes budgeted reserves and contingencies

February 2020
EXPENDITURE SUMMARY BY DEPARTMENT
GENERAL FUND - YEAR-TO-DATE

<u>Department</u>	<u>2020</u>			<u>2019</u>	<u>Actual 2019</u>
	<u>Annual Budget/Est.</u>	<u>Year-to-date Actual</u>	<u>% of Budget Used</u>	<u>Year-to-date Actual</u>	<u>Over/(Under) Actual 2018</u>
City Council	\$ 85,657	\$ 12,854	15.01%	\$ 13,107	\$ (252)
Administration	1,166,278	224,216	19.22%	189,490	34,726
Municipal Court	381,248	56,769	14.89%	56,368	401
Info Services	530,303	98,975	18.66%	75,845	23,129
General Overhead					
General	312,170	71,012	22.75%	72,315	(1,303)
Utilities	285,500	24,165	8.46%	22,834	1,331
Property Maintenance	270,660	50,808	18.77%	9,610	41,198
Risk Management	195,327	-	0.00%	-	-
Legal	106,910	5,495	5.14%	6,989	(1,494)
Employee Benefits	56,150	4,608	8.21%	2,877	1,731
Interfund Transfers	4,537,706	889,826	19.61%	800,496	89,330
Contingency Usage *	-	-	0.00%	-	-
Police	4,280,552	746,519	17.44%	678,599	67,919
Fire	2,838,973	12,523	0.44%	(26,524)	39,048
Public Works	2,583,833	350,096	13.55%	367,454	(17,358)
Parks & Rec	125,300	24,461	19.52%	109,096	(84,635)
Parks & Rec - New CC	1,545,556	163,614	10.59%	-	163,614
Community Dev	803,988	150,321	18.70%	131,348	18,973
Total General Fund	<u>\$ 20,106,111</u>	<u>\$ 2,886,262</u>	<u>14.36%</u>	<u>\$ 2,509,905</u>	<u>\$ 376,357</u>

Average Expenditure Rate Should Be:	16.67%
--------------------------------------------	---------------

* Excludes budgeted reserves and contingencies

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

INVESTMENT REPORT

**Investment Listing by Maturity Date
2/29/2020**

Fund	Type	Location	Purchase Date	Par Amount	Maturity Date	Yield	Monthly Subtotal
303/901	NOW	Bank of BV *	12/20/06	5,697,521	N/A	1.250%	\$ 5,697,521
301/901	Treasury MMA	TD Ameritrade	09/01/16	2,405,198	N/A	0.010%	\$ 2,405,198
221	AGENCY-FHLB	Country Club	03/09/18	350,000	03/06/20	2.268%	
301	TBILL	TD Ameritrade	12/12/19	850,000	03/12/20	1.531%	
301	AGENCY-FHLB	Country Club	03/13/18	520,000	03/13/20	2.312%	
901	AGENCY-FHLB	TD Ameritrade	11/08/16	300,000	03/13/20	1.409%	
301	AGENCY-FHLB	TD Ameritrade	12/31/19	1,669,000	03/13/20	1.571%	
901	AGENCY-FHLB	TD Ameritrade	03/28/19	500,000	03/18/20	2.431%	
301/303	AGENCY-FHLMC	TD Ameritrade	07/23/19	800,000	03/20/20	2.044%	\$ 4,989,000
301/222	AGENCY-FFCB	Country Club	01/25/19	650,000	04/24/20	2.560%	\$ 650,000
301	AGENCY-FHLB	TD Ameritrade	11/08/18	500,000	06/12/20	2.910%	
303	TBILL	Country Club	02/18/20	450,000	06/18/20	1.500%	
222	TBILL	Country Club	02/18/20	150,000	06/18/20	1.500%	\$ 1,100,000
301	AGENCY-FFCB	TD Ameritrade	12/28/17	550,000	07/27/20	2.081%	\$ 550,000
301	MUNICIPAL BOND	TD Ameritrade	10/10/17	100,000	08/01/20	1.870%	
301	TBILL	TD Ameritrade	12/31/19	1,000,000	08/15/20	1.598%	\$ 1,100,000
301	TBILL	TD Ameritrade	12/31/19	1,000,000	09/15/20	1.589%	\$ 1,000,000
301	AGENCY-FFCB	Country Club	03/08/19	400,000	10/26/20	2.490%	
301	AGENCY-FHLB	TD Ameritrade	02/01/17	100,000	10/30/20	1.800%	\$ 500,000
301/901	AGENCY-FFCB	TD Ameritrade	12/02/19	1,500,000	12/02/20	1.640%	
301	AGENCY-FHLB	Country Club	10/28/19	300,000	12/11/20	1.589%	
301	AGENCY-FHLB	TD Ameritrade	01/27/20	2,000,000	12/11/20	1.530%	
301	AGENCY-FFCB	TD Ameritrade	12/23/19	800,000	12/23/20	1.650%	
222	AGENCY-FNMA	Country Club	09/26/19	300,000	12/28/20	1.620%	\$ 4,900,000
901	AGENCY-FHLB	TD Ameritrade	11/28/17	500,000	01/19/21	1.956%	\$ 500,000
901	AGENCY-FHLMC	TD Ameritrade	03/14/17	500,000	02/26/21	1.356%	
301	TBILL	Country Club	01/30/20	275,000	02/28/21	1.417%	\$ 775,000
301	AGENCY-FHLB	TD Ameritrade	01/24/20	1,000,000	03/12/21	1.550%	\$ 1,000,000
901	AGENCY-FHLB	TD Ameritrade	03/14/18	250,000	06/14/21	2.509%	
301/303/901	AGENCY-FHLB	TD Ameritrade	09/30/19	1,000,000	06/23/21	2.010%	\$ 1,250,000
301	AGENCY-FNMA	Country Club	07/29/19	500,000	08/17/21	1.797%	\$ 500,000
301	AGENCY-FNMA	Country Club	07/29/19	500,000	09/08/21	1.862%	\$ 500,000
901	AGENCY-FHLB	TD Ameritrade	10/30/19	1,000,000	10/28/21	1.800%	\$ 1,000,000
301	AGENCY-FFCB	TD Ameritrade	02/26/20	1,000,000	11/26/21	1.530%	
301	AGENCY-FHLMC	TD Ameritrade	11/26/19	1,000,000	11/26/21	1.750%	\$ 2,000,000
303	AGENCY-FHLB	TD Ameritrade	02/18/20	340,000	12/10/21	1.400%	
301	AGENCY-FHLB	TD Ameritrade	02/18/20	245,000	12/10/21	1.400%	

Investment Listing by Maturity Date
2/29/2020

Fund	Type	Location	Purchase Date	Par Amount	Maturity Date	Yield	Monthly Subtotal
301	AGENCY-FHLB	TD Ameritrade	12/31/19	2,500,000	12/30/21	1.713%	\$ 3,085,000
303	AGENCY-FHLMC	TD Ameritrade	01/27/20	1,000,000	01/28/22	1.625%	
901	AGENCY-FHLMC	TD Ameritrade	01/30/20	1,000,000	01/28/22	1.600%	
301	AGENCY-FHLMC	TD Ameritrade	01/30/20	1,000,000	01/28/22	1.600%	\$ 3,000,000
301	AGENCY-FFCB	TD Ameritrade	02/06/20	2,000,000	02/04/22	1.618%	\$ 2,000,000
221	AGENCY-FFCB	Country Club	01/30/20	350,000	01/23/23	1.441%	
301	AGENCY-FFCB	Country Club	01/30/20	150,000	01/23/23	1.441%	\$ 500,000
					Weighted Yield	1.378%	<u><u>\$ 39,001,719</u></u>

New Merriam Community Center City Council Update

April 13, 2020



1st Meeting
of the Month

City Council Project Updates
(Available on the Website tomorrow!)

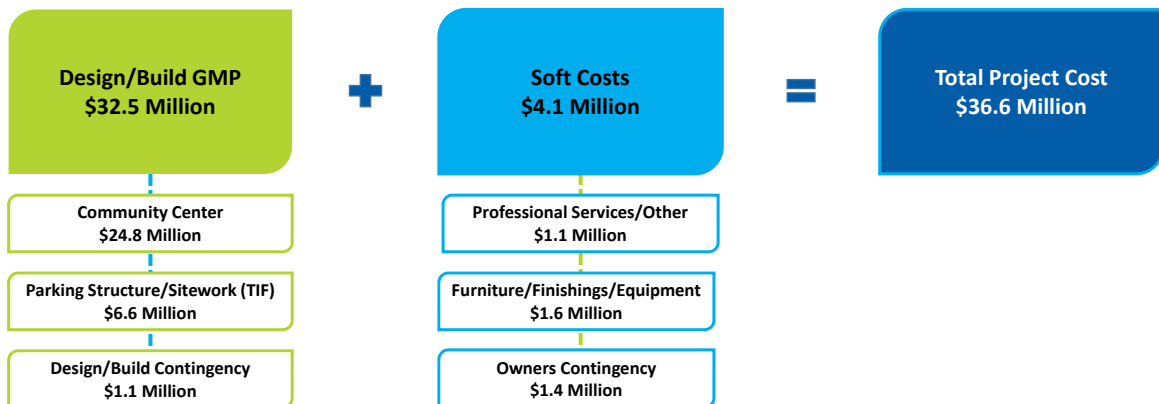


C-19 IMPACT

- Construction site continues to remain open, and additional health and safety measures have been implemented
- The project remains on schedule and the majority of the supplies needed to complete the project are already in Kansas City or on-site.
- **Known issues:**
 - The infrastructure for the art projects will be installed but the material fabricator for the art pieces is shut down so they will not arrive until later in Summer 2020



BUDGET UPDATE



PROJECT LOOK AHEAD

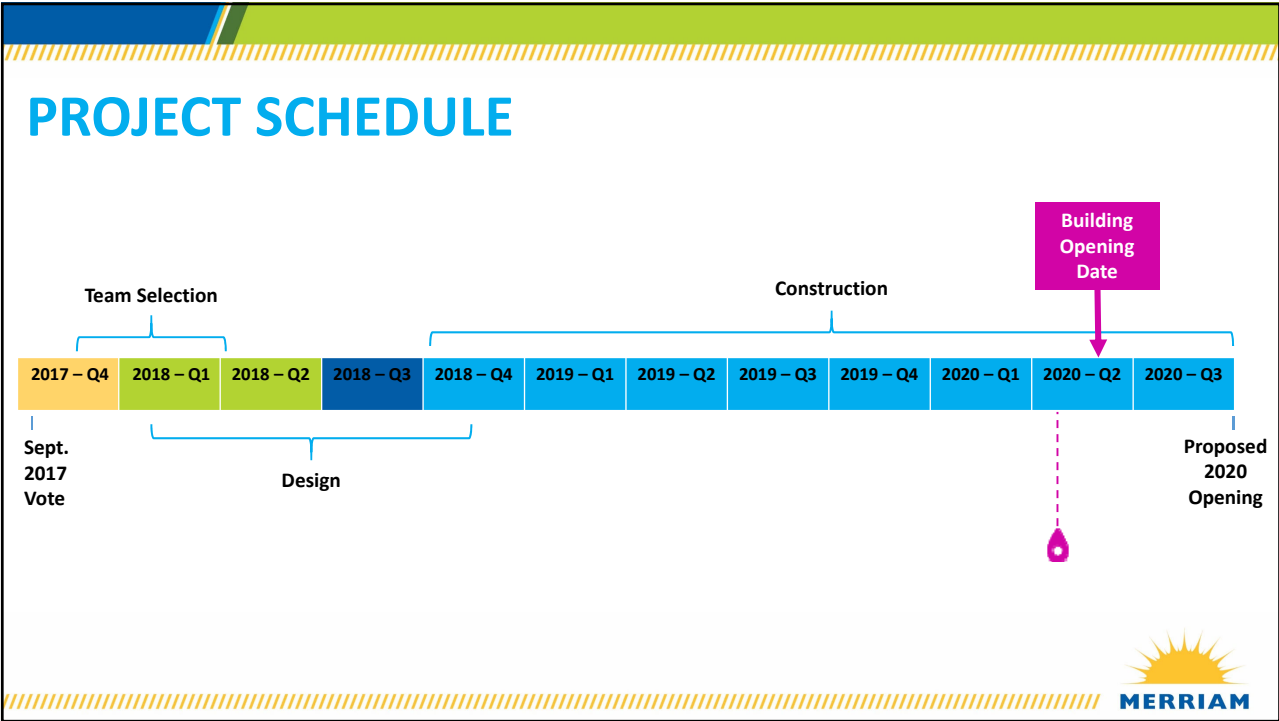
	Apr.	May
Sitework and Utilities		
Parking Structure – Finishes		
Outdoor Pool		
Indoor Pool		
Indoor Pool – Elevated Platform Work		
Community Center – Interior Finishes		
Gymnasium Fit Out		
Locker Room Area		
Hardscape/Landscape		



CURRENT FOCUS AREAS


- IT and AV
- FF&E
- Signage
- Moving and Opening Plan





OPENING PLAN

DATE	TASK
May 15, 2020	Move In and In-Building Training Begins
May 25, 2020	Memorial Day Merriam Residents, Charter Members, and Summer Members have access to Roeland Park and Mission Outdoor Pools - Memorial Day through June 7
May 26, 2020	Pool Balancing Complete MCC Building Tours Begin (run through June 7)
May 31, 2020	IBFCC Flag Lowering Ceremony (PM)
June 1, 2020	MCC Flag Raising Ceremony (AM) MCC Opens to Charter Members for Limited Daily Hours / Soft Opening Events (through June 5) First Day of Merriam Swim Team Practice at MCC
June 5, 2020	Merriam Friends and Family Event (PM)
June 6-7, 2020	Full Hours for Charter Members
June 8, 2020	MCC Open to All // Full Hours
Late June / Early July	Grand Opening Event



STAY UP TO DATE!



City Council Meetings

Project update on the second Monday of the month



Building Community Website

View updates at www.merriam.org/buildingcommunity





AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Consider approval of the Development Agreement with Kincaid Group (DS Bus Lines) W. 55th Street and Merriam Drive for public and private infrastructure improvements to the intersection

SUBMITTED BY: Bryan P. Dyer, Community Development Director

MEETING DATE: April 13, 2020

PROJECT BACKGROUND/DESCRIPTION:

The attached Development Agreement outlines the responsibilities of the City and Kincaid Group (DS Bus Lines) for the development of W. 55th Street and Merriam Drive into a four-legged, fully signalized intersection whose eastern leg will serve as a private entrance into the DS Bus Line facility.

In 2017, Kincaid Group purchased the bus service company located at 5519 Merriam Drive back from First Student. Kincaid Group (DS Bus Lines) started the bus company a number of years ago and subsequently sold the business. Since purchasing the business back, Kincaid Group (DS Bus Lines) has made a number of improvements to the facility, including purchasing 5501 Merriam Drive (Wiliker Tow Lot) and demolishing the building located on the property. Kincaid Group is also in the process of enlarging the main office building and improving the internal flow of buses.

In 2018, Kincaid Group approached the city about improving the parking lot at 5501 Merriam Drive and utilizing the eastern leg of the W. 55th Street and Merriam Drive intersection as a private entrance into the parking lot. The private entrance will be located on property owned by Johnson County Parks and Recreation (JCPRD) and requires moving the existing Turkey Creek Trail to the north. Kincaid Group entered into negotiations with JCPRD to purchase an access easement for the purpose of constructing the private drive. At their February 2020 meeting, the JCPRD Board approved selling an access easement to Kincaid Group.

City staff has reviewed and approved Kincaid Group's conceptual design for the intersection and private drive (attached to the Agreement). While the private drive will have a number of signs indicating that it is not a public street, the design gives vehicles the ability to turnaround if they mistakenly enter the private drive. The design shows the Turkey Creek Streamway Trail being located immediately north of the private drive. City staff has indicated and Kincaid Group understands, that a barrier (split rail fence, rocks, blocks, etc.) must be placed between the trail and private drive.

At the request of the city, Kincaid Group performed a traffic analysis on the proposed intersection improvements and private drive entrance. The traffic analysis showed that the proposed improvements would not have a negative impact on area traffic. Additionally, it is anticipated that providing an entrance that is controlled by a traffic signal light will reduce the number of buses queuing on Merriam Drive and provide a safer entrance for the buses.

The attached Development Agreement details the responsibilities of the City and Kincaid Group for the cost of the intersection improvements and maintenance of the improvements. There is already east facing traffic signal light at the intersection. Kincaid Group will be responsible for the installation and cost of the following items:

- Relocating the Turkey Creek Streamway Trail
- All equipment and engineering associated with making the intersection four-legged with traffic signal lights
- Improvements to make the east side of the intersection ADA compliant
- Private drive

Once completed, Kincaid Group will be responsible for the maintenance of the private drive and the JCPRD easement area. The city will be responsible for maintenance of the Turkey Creek Streamway Trail and the public improvements located in the right-of-way.

The proposed intersection improvements and private drive will provide a number of benefits including: a safer entrance into the facility for DS Bus Lines’ buses, reduce the cuing of buses on Merriam Drive, and the east leg of the intersection will have an ADA compliant crossing.

CITY COUNCIL GOALS AND OBJECTIVES

4.1 Provide support to existing businesses.

FINANCIAL IMPACT

Amount of Request/Contract: _____

Amount Budgeted: _____

Funding Source/Account #: _____

SUPPORTING DOCUMENTS

Kincaid Group (DS Bus Lines) Development Agreement W. 55th Street and Merriam Drive

ACTION NEEDED/STAFF RECOMMENDATION

City Council approve Kincaid Group (DS Bus Lines) Development Agreement and authorize the Mayor to sign the Agreement.

KINCAID GROUP (DS BUS LINES) DEVELOPMENT AGREEMENT
W. 55TH STREET AND MERRIAM DRIVE

THIS KINCAID GROUP (DS BUS LINES) DEVELOPMENT AGREEMENT W. 55TH STREET AND MERRIAM DRIVE (this “Agreement”), is made and entered into this _____ day of _____, 2020 (the “Effective Date”) by and between the **CITY OF MERRIAM, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “City”) and **KINCAID GROUP**, Kansas limited liability company (“Developer”).

RECITALS:

A. The Developer controls certain real property located in the City at 5501 Merriam Drive (“Project Site”).

B. DS Bus Lines is a wholly owned subsidiary of the Developer.

C. The Developer wishes to develop the Project Site as a parking lot (“Project”) for DS Bus Lines.

D. DS Bus Lines operates a school bus service that services local school districts, including Shawnee Mission School District in which the City is located.

E. The Project will provide parking for DS Bus Lines’ employees and school buses.

F. The developer desires to use the W. 55th Street and Merriam Drive intersection (“Intersection”) as a private entrance to provide DS Bus Line vehicles access to the Project Site.

G. The developer intends to make the Intersection a four-legged signalized intersection by constructing a private drive that will create an east leg to the existing Intersection.

H. In order to create a four-legged signalized intersection, a number of improvements must be made to the Intersection (“Public Improvements”).

I. The private drive will be located on property owned by Johnson County Parks and Recreation District (“JCPRD”).

J. The Developer has completed negotiations with JCPRD to obtain an easement to construct and utilize the private drive.

K. At the City’s request, the Developer completed a Traffic Impact Study, dated April 2019, which found that the proposed Project and Public Improvements will not adversely impact Merriam Drive traffic and will improve the operations of DS Bus Lines.

L. The City finds that the proposed modifications and Public Improvements to the Intersection will enhance Merriam Drive by better facilitating the exiting and entering of school buses into the DS Bus Line facility.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I PROJECT SITE AND INTERSECTION IMPROVEMENTS

1. The Developer desires to make the following improvements:
 - a. Construct a private drive from the Intersection to the east for access to the Project Site;
 - b. Relocate the existing Turkey Creek Streamway Trail to the immediate north of the to be constructed private drive;
 - c. Public Improvements necessary to make the Intersection a four-legged intersection with the private drive creating the “fourth”, east leg.

2. The private drive will be constructed in generally the same configuration as shown in Attachment A. The private drive can be constructed to the standards of a private drive in accordance with the City’s Manual on Infrastructure Standards at paragraph 11, with the exception of that portion of the drive that is located in the City right-of-way. The right-of-way portion of the drive and the pedestrian trail improvements must be constructed to City standards in accordance with the City’s Manual on Infrastructure Standards at paragraph 11 and APWA Section 2300, et seq..

3. Public Improvements are those modifications to the Intersection to make it a four-legged intersection. Those modifications include, but are not necessarily limited to, the following:
 - a. Traffic signal light timing modifications.
 - b. The installation of a vehicle detection radar unit on the traffic signal light to detect vehicles at the east leg of the Intersection.
 - c. Pedestrian ADA compliant “push buttons” on the east leg of the Intersection.
 - d. ADA accessible pedestrian ramps on the east leg of the Intersection.
 - e. Turkey Creek Streamway Pedestrian Trail modifications both temporary during construction and permanent, post-construction of the intersection Public Improvements.

ARTICLE II DEVELOPER RESPONSIBILITIES

1. Developer is responsible for the installation and cost of all items listed in Article I. For items listed in Article I, the City will work with the Developer to accurately identify the equipment, modifications, and improvements that are acceptable to both Developer and City.

2. Developer is responsible for installing all Public Improvements and the Turkey Creek Streamway Trail to City standards. Developer will provide a two (2) year maintenance bond for the installation of the Turkey Creek Streamway Trail.

3. Developer is responsible for installing the Turkey Creek Streamway Trail so that is in compliance with the JCPRD easement. Developer agrees that it will not commence construction on any of the proposed improvements until JCPRD has approved the proposed project and executed easements permitting Developer to construct the improvements as proposed.
4. Developer is responsible for obtaining all applicable City permits, including a Right of Way Permit and Building Permit.
5. To the extent that Developer's construction of the proposed improvements necessitates the relocation of any City owned infrastructure, the cost of such relocation shall be borne exclusively by Developer.
6. Developer or Developer's contractor will provide a performance bond insuring that once started, the Public Improvements will be completed.
7. Developer is responsible for obtaining all applicable utility permits and approvals. Any costs associated with necessary utility relocations shall be borne by Developer.
8. In order to provide adequate notification to the users of the Turkey Creek Streamway Trail, the Developer shall notify the City at least 30 days prior to any work commencing on the Turkey Creek Streamway Trail or private drive.

ARTICLE III MAINTENANCE

1. Developer is responsible for all maintenance of improvements in the JCPRD easement and on the Project Site. Maintenance includes, but is not limited to, snow removal, signage, pavement, curb and gutter repair, lawn care, etc.
2. Developer is responsible for the maintenance of that portion of the private drive that is located in the right-of-way. Maintenance includes, but is not limited to, snow removal, pavement, curb and gutter repair, lawn care, etc.
3. Following the acceptance of all Public Improvements installed by the Developer the City will be responsible for the maintenance of said improvements.
4. Following the expiration of the maintenance bond for installation of the Turkey Creek Streamway Trail, the City will be responsible for maintenance of the Turkey Creek Streamway Trail.

**ARTICLE V
EXPIRATION**

If the Developer does not obtain the necessary City permits to construct the private drive and Public Improvements within 24 months of the Effective Date, this Agreement will automatically terminate. The Developer can make a written request to the City Administrator asking for this agreement to be extended 12 months. The City Administrator can grant two (2) 12 month extensions for a total of 24 months. The City must receive the Developer's written extension request at least 21 days prior to the expiration of this Agreement.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

APPROVED by the Governing Body this _____ day of _____, 2020.

APPROVED AND SIGNED by the Mayor this _____ day of _____, 2020.

Ken Sissom, Mayor

ATTEST:

Juliana Pinnick, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

KINCAID GROUP, a Kansas limited liability company

By: _____

Printed Name: _____

Date: _____

STATE OF _____)
) SS.
COUNTY OF _____)

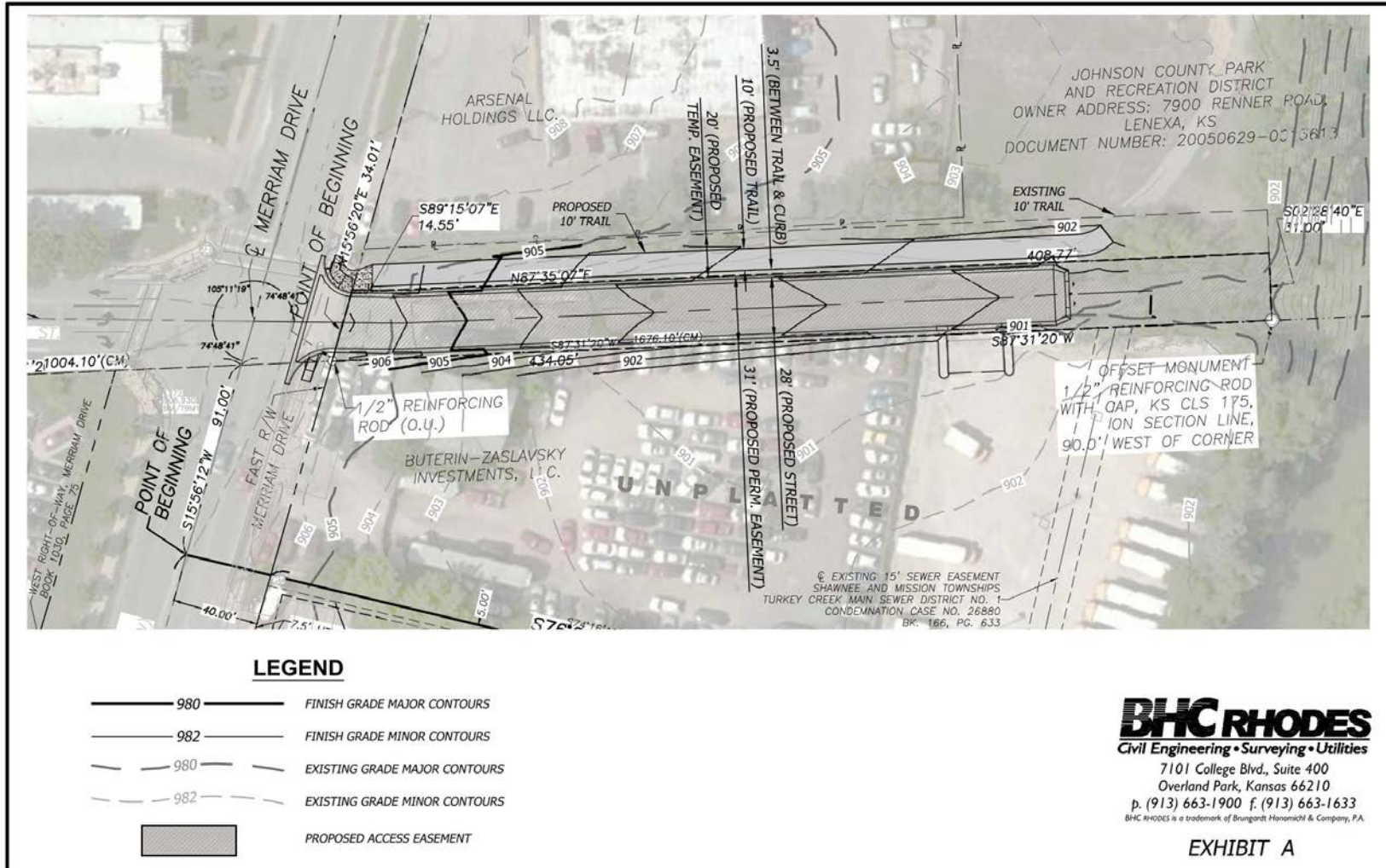
BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ who is personally known to me duly sworn did say that they are the _____ of KINCAID GROUP, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that they executed the same as the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

NOTARY PUBLIC

My Commission Expires

ATTACHMENT A





INTEROFFICE MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM: JIM MACDONALD, PUBLIC WORKS DIRECTOR
SUBJECT: APRIL UPDATE
DATE: April 13, 2020

HIGHLIGHTS

2019 Sidewalk In-Fill

- Project is substantially complete.
- Weather permitting sod should be placed in the next few weeks.
- Final payment to be issued as soon as sod is placed and accepted.

2020 Street & Storm Drainage - Johnson Dr. (BNSF to East City Limits) Mastin St. Improvements (Johnson Drive to Shawnee Mission Parkway)

- Notice to Proceed is April 13th.
- Current schedule is to remove curbs on 65th st then move to Johnson Drive.
- Staff has contacted Merriam Park Elementary to coordinate an earlier construction start date than originally anticipated.

2020 Sidewalk In-Fill/2020 Sidewalk Maintenance

- Current schedule is to begin on Perry Ave. April 10th



CIP

Capital Improvement Program

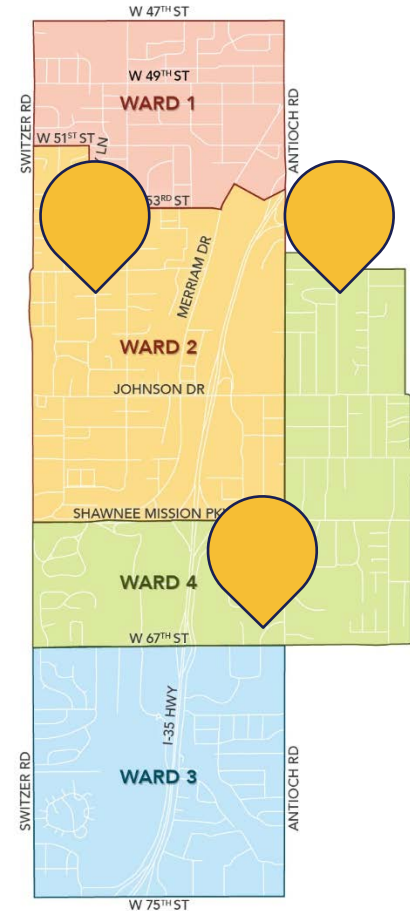


Residential Sidewalk Infill

TIMELINE 2019

UPDATES

- ▶ Sidewalk placement of Phase III complete.
- ▶ Contractor still needs to seed/sod all areas once weather allows.
- ▶ Final payment will be issued as soon as sod is placed and accepted.

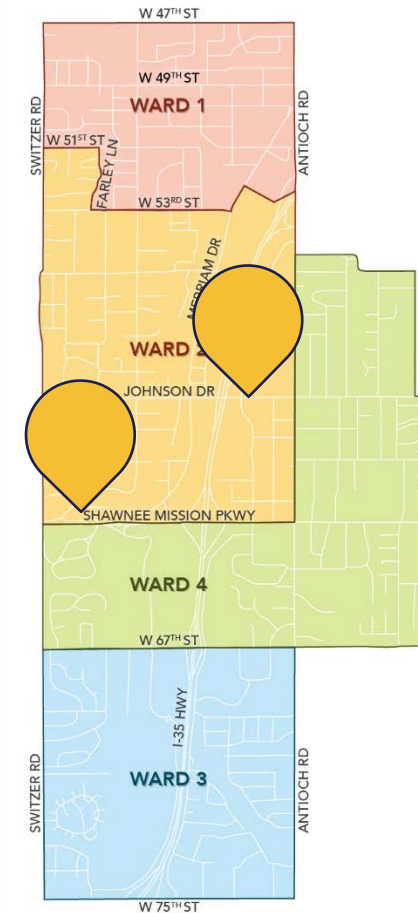


2020 CARS Johnson Drive/Mastin St.

TIMELINE 2020

UPDATES

- ▶ Notice to proceed for Kansas Heavy Construction is April 13.
- ▶ Current schedule is to remove curbs on 65th St. then move to Johnson Drive.
- ▶ Staff has contacted Merriam Park Elementary to coordinate an earlier construction date than originally anticipated.

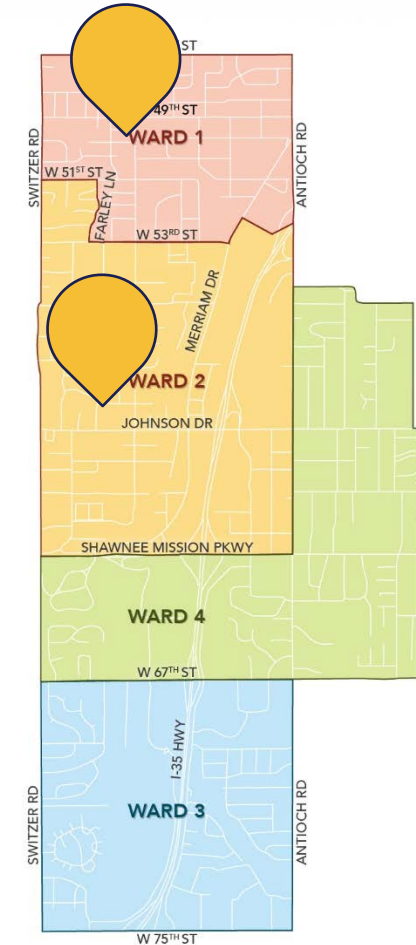


2020 Sidewalk Infill/Maintenance

TIMELINE 2020

UPDATES

- ▶ The current schedule is to begin on Perry Ave. on April 10.



Questions?

Staff Contact:

Carl Sanders

913-322-5521

csanders@merriam.org



Capital Improvement Active Project List

PROJECT NAME	FUNDING SOURCES	BUDGETED CONSTRUCTION COST	ACTUAL CONSTRUCTION COST	STATUS	DESIGN CONSULTANT	PUBLIC MEETING #1	PUBLIC MEETING #2	PUBLIC MEETING #3	ENGINEER'S ESTIMATE	BID OPENING	AWARD AT COUNCIL	CONTRACTOR	CONTRACT AMOUNT	NOTICE TO PROCEED	PROJECTED SUBSTANT COMPLETION DATE
2019															
2019 Sidewalk In-Fill	Special Sales Tax Street/Stormwater	\$495,000		Construction	GBA	5/9/19			\$219,000.00	7/24/19	8/12/19	Phoenix Concrete	\$289,393.30	9/9/19	12/8/19
2020															
2020 Street & Storm Drainage Jo. Dr. (BNSF to East City Limits) Mastin St. (Jo. Dr. to SMP)	CARS/Sp. Sales Tax Street/Stormwater General CIP PW Mill & Overlay	\$2,654,728		Design	Affinis BHC Rhodes	1/22/20	3/11/20		\$2,840,162.50	2/19/20	3/9/20	Kansas Heavy Construction, LLC	\$2,425,180.00		
2020 Sidewalk In-Fill 2020 Sidewalk Maintenance	Special Sales Tax Street/Stormwater	\$245,000		Design	GBA/City Staff	2/5/20			\$265,008.40	2/26/20	3/9/20	Phoenix Concrete, LLC	\$237,184.26		

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

**March 4, 2020
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 4, 2020 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
Bill Carter
Reuben Cozmyer
Brian Dailey, Chair
Judy Devereay
Mitchell Fowler
Russ Harmon
Leah Ann McCormick, Vice Chair-arrived
Cole Stephens

Members Absent:

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

II. APPROVAL OF MINUTES OF SEPTEMBER 4, 2019

Chair Brian Dailey stated that the Planning Commission members had received a copy of the September 4, 2019 meeting minutes and asked if there were any corrections or additions.

Hearing no comments, Chair Brian Dailey entertained a motion.

BILL BAILEY MOVED THAT THE MINUTES OF THE PLANNING COMMISSION MEETING OF SEPTEMBER 4, 2019 BE APPROVED. COLE STEPHENS SECONDED THE MOTION. THE MOTION WAS UNANIMOUSLY APPROVED.

III. ITEMS OF BUSINESS

- 1. CUP20-000001 Solar panels for a residence located at 9612 W. 59th Terr. located in a R-1 (Single Family Residential) District.**

Chair Brian Dailey presented to the Planning Commission application CUP20-000001 a request for solar panel for a residence located at 9612 W. 59th Terr.

Community Development Director Bryan Dyer stated the applicant is requesting a conditional use permit for solar panels. Mr. Dyer stated that staff can administratively approve solar panels unless they are primarily visible from the right of way and that is why the application is being presented to the Planning Commission.

Mr. Dyer stated the residence is located at 9612 W. 59th Terr. Mr. Dyer reviewed the surrounding zoning and land uses.

Mr. Dyer stated there will be solar panels on the south facing side of the roof which will be visible from the right-of-way.

Mr. Dyer stated as part of the Planning Commissions consideration of the deviation there are four criteria that the Planning Commission should consider for a deviation listed in the staff report as follows:

Purpose and Intent Of Code: *Whether granting the deviation is in compliance with the general purpose and intent of the City's Solar Collection System regulations set forth in this Article.*

Finding: The purpose of these regulations is to accommodate solar collection systems while minimizing adverse impacts on adjacent properties. While the design directly faces a public street the proposed panels are not highly reflective, thin, and will be installed with materials that are dark in hue to blend better with the roof color. These features will minimize the adverse impacts the installation will have on adjacent properties. The proposed system is in compliance with the general purpose and intent of these regulations.

Impacts On Adjacent Properties: *Whether granting the deviation will adversely affect neighboring property owners or residents.*

Finding: The proposed system is designed to have a minimal impact on neighboring properties.

Safety: *Whether granting the deviation will adversely affect safety.*

Finding: Granting the deviation will not adversely affect safety.

Visual Clutter: *Whether granting the proposed deviation will significantly clutter the visual landscape of the area.*

Finding: The proposed system will utilize panels that are not highly reflective, thin, and will be installed with materials that are dark in hue to blend better with the roof color. These design elements will reduce the visibility of the panels. Granting the proposed deviation will not significantly clutter the visible landscape of the area.

Mr. Dyer stated that the Planning Commission had approved a similar application in 2014, application C-03-14 located 10014 Carrie Lane. Mr. Dyer stated there was a more recent application in May of 2019, CUP19-000002 at 8806 W. 49th Terr. Pictures are included in the staff report of both residences.

Mr. Dyer stated that the mounting system is also black and has a very low profile.

Mr. Dyer stated that staff recommends approval and would answer questions from the Planning Commission.

Chair Brian Dailey inquired if any of the Planning Commissioners had questions for Mr. Dyer.

Commissioner Leah Ann McCormick stated that since the colors of the solar panels were not the same color as the roof she would like the language on item number two (2) of the conditions of approval to be changed to state that the mounting systems must be black in color.

Mr. Dyer stated that if the Planning Commission desired, the condition could be changed to state that the mounting systems cannot be reflective silver in color, and must be black in color.

Chair Brian Dailey inquired if there were any additional questions for Mr. Dyer. Hearing none, he invited the applicant to address the Planning Commission.

John Ingraham of Sunsource Homes, 322 Southwest Blvd., Ste. 200, Kansas City, MO 64108 introduced himself to the Planning Commission.

Mr. Ingraham gave an overview of the system to be installed and stated that the panels would be approximately 5 ½ inches off of the roofline.

Commissioner Bill Carter inquired what the wind speed rating was for the solar panels.

Mr. Ingraham stated they panels are rated for 115mph, and the standard is 95mph. Mr. Ingraham stated that Sunsource has an in-house engineer who recommends reinforcing the existing rafters to better support the solar panel system and spacing pin mounts and providing additional brackets.

Commissioner Reuben Cosmeyer inquired if there was going to be energy storage installed with the project.

Mr. Ingraham stated with this particular project the homeowner is just doing the panels.

Commissioner Bill Carter inquired what type of paint was used for the metal mounting system.

Mr. Ingraham stated that the metal mounting systems are made of aluminum and have a powdered coated finish.

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

REUBEN COZMEYER MOVED THAT THE PLANNING COMMISSION APPROVE APPLICATION CUP20-000001 CONDITIONAL USE PERMIT FOR THE TAYLOR RESIDENCE AT 9612 W. 59TH TERR. WITH THE CONDITIONS LISTED IN THE STAFF REPORT AND ADJUSTING IN THE LANGUAGE OF THE SECOND CONDITION STATING THE MOUNTING SYSTEM MUST BE BLACK. BILL CARTER SECONDED THE MOTION. THE MOTION WAS UNANIMOUSLY APPROVED

2. Election of Officers.

Chair Brian Dailey stated that the first meeting of the year is the time to elect officers.

Community Development Director stated that there are two ways that the elections can take place. Officers can be nominated individually or as a group. Mr. Dyer reviewed the current officers and reviewed the responsibilities of each of the positions.

Mr. Dyer stated that the current officers are Brian Dailey-Chair, Leah Ann McCormick-Vice Chair, and Bill Bailey-Secretary.

JUDY DEVEREY MOVED NOMINATED BRIAN DAILEY FOR CHAIR, LEAH ANN MCCORMICK FOR VICE CHAIR AND BILL BAILEY FOR SECRETARY. MITCHELL FOWLER SECONDED THE NOMINATIONS. THE NOMINATIONS WERE UNANIMOUSLY APPROVED.

IV. BUSINESS FROM THE FLOOR

- Reed Automotive dealership is moving along with foundation and walls up.
- The new Community Center building is on scheduled and slated to open in summer.
- Switzer Senior Villas is slated to open in the fall.
- The Comprehensive Plan Advisory Committee will be meeting in April and will have several outreach meetings within the community.
- There will be a joint Planning Commission/City Council meeting to hear from Confluence. If there is a Planning Commission application submitted, the meeting may need to start at 6:30p.m. instead of 7:00p.m.
- The 2020 Census has been coordinating with the city and county and is scheduled to start April 1st.
- Hen House has a temporary business, Rhea Lana, having a temporary children's clothing consignment event.

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.

BILL BAILEY MOVED FOR ADJOURNMENT. The meeting was adjourned 7:35 p.m.

Respectfully Submitted,

**Nancy B. Yoakum
Recording Secretary**

Approved:

CITY COUNCIL SUGGESTED MOTIONS FOR YOUR CONSIDERATION

CONSENT AGENDA

1. Move that the council approve Consent Agenda items 1-3.

MAYOR'S REPORT

FINANCE AND ADMINISTRATION

1. Move that the council approve the Notice to Electors form for the Evergy Metro Inc. franchise ordinance.
2. Move that the council approve a contract for janitorial services for the new community center.
3. No motion.
4. No motion.
5. No motion.

COMMUNITY DEVELOPMENT/PUBLIC WORKS

1. City Council approve Kincaid Group (DS Bus Lines) Development Agreement and authorize the Mayor to sign the Agreement.
2. No motion.

STAFF ITEMS