

**MERRIAM CITY COUNCIL AGENDA
MERRIAM CITY HALL
9001 W 62ND STREET
Monday, August 24, 2020
7:00 P.M.**

**This is a virtual meeting.
The public may participate by joining the meeting at:**

<https://us02web.zoom.us/j/82466777479?pwd=YXVFY2RjVDdZSkgxUG1taUIZMIJJZz09>

1-929-205-6099

Webinar ID: 824 6677 7479

Passcode: 204680

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

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 August 10, 2020.
2. Consider approval of a Professional Services Agreement (PSA) with Affinis Corp. for design services for East Frontage Road (67th to 75th) Improvements.

V. MAYOR'S REPORT

VI. PUBLIC HEARING- Public Hearing for 2021 budget

Members of the public are able to make public comments regarding the 2021 Budget. **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. Please include "2021 BUDGET" in the subject line.

1. Consider approval of a resolution adopting the 2021 Budget.

VII. PLANNING COMMISSION

1. Consider approval of a request for rezoning of 5757 Merriam Drive and 9224 W. 58th St. from C-2 to PUD-G and the associated preliminary development plan.

VIII. COUNCIL ITEMS

A. Finance and Administration

1. The Merriam Way presentation.
2. Consider approval of a Resolution amending the Employee Handbook.
3. Monthly Finance Report (July) included in packet.

B. Community Development/Public Works/CIP

1. Community Development Update.

IX. STAFF ITEMS

X. NEW BUSINESS

XI. EXECUTIVE SESSION

XII. ADJOURNMENT

Respectfully submitted,
Juliana Pinnick
Juliana Pinnick
City Clerk

**MERRIAM CITY COUNCIL MINUTES
CITY HALL
9001 WEST 62ND STREET
August 10, 2020
7:00 P.M.
This was a virtual meeting via Zoom.**

I. CALL TO ORDER - PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

The following Councilmembers were present via Zoom meeting:

Chris Evans Hands
Bruce Kaldahl
Brian Knaff
Bob Pape
Jason Silvers
Whitney Yadrich

Scott Diebold and David Neal were absent.

Staff present via Zoom meeting: 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; Bryan Dyer, Community Development Director; Donna Oliver, Finance Director; and Juli Pinnick, City Clerk.

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**

The City Clerk read the following Public Comments submitted:

Al Frisby, 10121 W 59 Terrace, commented, I'm reading from the Friday Kansas City Star. "On Thursday Missouri saw a record number of new cases for the 3rd day in a row and the Kansas City metro area set a record for a second straight day adding 605 new cases of Covid-19 virus. The metro currently has a 7 day rolling average of 430 new cases per day. On June 4 that average was a 102 new cases per day. At least 300 people have died from the virus in the Kansas City area."

I'm sending this information to the council because the virus is spiking in the Kansas City metro area. If we allow people to take off their masks when they are on a treadmill and then go to another exercising apparatus, we are allowing aerosols containing the virus to travel a distance of more than 6 feet and hang in the air for a number of hours; some research suggests 3 to 11 hours. This will be an unhealthy environment and I'm predicting we will have an outbreak here in Merriam.

Please think about this situation and save lives by shutting down certain areas at the community center that don't require the wearing of masks until a vaccine or 4 is/are discovered and easily available. I understand there will be up to 12 feet or so distancing between equipment, but the aerosols will surely overcome that distance. As a biologist I know a little bit about pandemics, including that knowledge in my AP Biology classes over 22 years. I don't understand exercising or going anywhere in the community center without a mask and physical distancing.

I am hopeful that the entire council has read the scientific journal page I sent about viral aerosols a couple of weeks ago. Please use this information to make informed decisions. Area Health officials from the "Core 4," including Jackson County, Johnson County, Kansas, Kansas City, Missouri, and Wyandotte County, said Friday that the COVID-19 spread is increasing at an alarming rate in the Kansas City metro area and they urge residents in a letter to take seriously the safety precautions in order to help stop the spread of the disease.

We are seeing a dramatic increase in the number of new cases across the entire metropolitan area, and our front-line workers are having difficulty keeping up with the vast and increasing numbers of COVID-19 cases," the letter continues. It will also be important to limit interactions in settings like bars, restaurants, and other places where people will have their masks off as in our community center.

Marvie Shoemake, 6014 Hadley St., commented, I have approached my 2 council people about why Merriam allows so many trash companies in Merriam. I have 4 different trash companies that come down my street and that means there is a possibility with them picking up trash, recycle and yard waste in both directions I could have 60 trucks a week going up and down my street as well as the cost is getting out of hand. It seems like Merriam could negotiate a price for all the city and we would all benefit for it as well as our street would not get the beating they are. I would not even mind if it was part of our taxes,

Matt Garrett, Lenexa, KS, commented, I'm a Lenexa resident and use Merriam to reach downtown Kansas City weekly on my bicycle along with hundreds of

other cyclists. KCK and KCMO have done a great job connecting bike lanes and sharrows to the Merriam city line. It would be amazing to see Merriam Drive connected into this system of cycling infrastructure similar also to what North Kansas City just did with Armour Road. Safer streets bring commerce and invite visitors to spend more time in Merriam.

Tina Cheatham, no address provided, commented, are you trying to recover all the money put out on the great community center and new outdoor pond? It's not ok to increase city taxes because your staff was incompetent to budget this project. Why the increase were in a pandemic with a ton of people out of work. I strongly degree with this. The direction Merriam is going is not settling well with residents

Billy Croan, 6633 Wedd St., commented, On the first page of the 2021 draft budget memo before you today, you will see property tax collections from Merriam residents to the Merriam government are planned to increase by 5.7%. Not only do I see this an increase in property tax. It comes at a time when we need it the least. We have all lost income and incurred expenses to flatten the curve. We're not done yet. And many of our neighbors continue to risk their lives for every dollar they *do* earn. Now is not the time for a property tax increase. And before someone brings up the city's mill rate number not changing, I will point out that the value of each mill has gone up substantially this year, so we should need *fewer* of them to accomplish the same level of service.

I think that in our hearts we all understand very few people care what mill number their City chooses to budget for or how much a mill is worth. We care about, just how much money is going to go missing each year for permission to keep the homes we've already paid for. And that amount, my friends, will go up 5.7% for every one of us, if you do not direct staff to alter the budget from the draft before you tonight.

Now, you know I hate to complain without providing solutions so I read through all of the projects in the agenda as well and I did some math. City Hall exterior improvements are basically aesthetic. They were originally contemplated in fact, as one of our art projects. I'm not buying artwork for my home this year or next. This is an extra frill that we can safely strip from the budget next year, out of respect to those residents whose finances have suffered enormously. Cutting this project will reduce our mill levy by 1.46 in 2021.

Likewise, despite my enthusiasm last year to be on the committee planning it, I recognize in this post-covid world that building new park features on the 5701 property is not an urgent need and additional spending to build an amphitheater need not occur for a couple years if at all. Cutting this project will reduce our mill by 1.0 in 2021 and about 1.5-2 mills in 2022.

Regarding the 2021 Streamway Trail Expansion project, as much as I love our trail system, the 51st street section of that project could be cancelled. There is already a sidewalk in fact where the 'proposed trail' would go. If this cut the project in half, it would save 0.64 mills in the 2021 budget.

There's also a project to build curb/gutters on West Frontage Road between 67th and 75th street. That road has no homes on it and it's and over a mile long. Buildings along the street are typically hundreds of feet from it. And nobody's playing in the grass up there... Think about the additional flood water will be created every time it rains by adding gutters to the entirety of that street as opposed to letting that runoff be absorbed naturally by the grass and soil directly adjacent to the street as it is today. Skipping the gutter project on West Frontage will reduce flood liability in downtown Merriam, and reduce the mill levy by 0.49 mills in 2021, and a whopping 5.95 mills in 2022.

There are a couple expensive street projects slated for next year that utilize matching funds from the county and though they could probably be deferred by one year I would not want to do that because we would lose those matching county funds and now is not the time to waste money either. Any one of you have the power direct staff here today to cancel or delay projects currently slated for our 2021 budget. Just adding up the ones I've listed today with mill numbers adds up to 3.59 mills in 2021 and 7.95 mills in 2022.

But as I said earlier, I don't think mill numbers alone matter to people. They don't to me. The 3.59 mill reduction I prepared today will decrease the tax burden of the average household in Merriam by \$82.57. Some might dismiss that number as insignificant, but when my neighbors go out and risk their health to earn every one of those dollars, it's significant to me. And that savings is for each of our 4900 households. 4900 Merriam families. That's about 170 disposable masks for each family. And saving people that money by moving projects out of the 2021 budget reduces expenses by \$736,000.

This is a great opportunity to make a real difference in peoples' lives. I'm not living lavishly these days. I've asked my neighborhood, and none who responded wanted to see an increase in property tax increase. Only one was ok with leaving the mill where it was. All of us have trimmed our personal budgets this year due to

covid-19. Please consider saving Merriam families some money by making these cuts to next year's Merriam city budget.

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 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 July 27, 2020.
2. Consider approval of a bid award to Mayer Specialty Services for 55th St. (east of Switzer) storm drainage repairs.
3. Consider approval of an agreement with Johnson County Nutrition (Meals on Wheels) for 2021.

Councilmember Hands asked that item 2 be removed from the consent agenda.

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

Councilmember Hands asked if the City has worked with Mayer Specialty previously.

Public Works Director Jim MacDonald commented that the City has not worked with them before, however the City Engineer checked their references and they were all favorable.

COUNCILMEMBER HANDS MOVED THAT THE COUNCIL APPROVE A BID AWARD TO MAYER SPECIALTY SERVICES FOR 55TH STREET DRAINAGE REPAIRS. COUNCILMEMBER PAPE SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

V. MAYOR'S REPORT

1. Employee Service Awards (2nd Qtr 2020).

Jason Reynolds - Police Department - 20 Years of service.

VII. COUNCIL ITEMS

A. Finance and Administration

1. 2021 Budget Update.

Finance Director Donna Oliver presented a 2021 budget update.

Changes to the budget include an adjustment to the 2020 sales tax projections as last month's receipts were \$535,000 more than anticipated. In addition, there were some miscellaneous revenue accounts scaled back \$59,000.

For the expenditure side, the City Council stipend that had been proposed was eliminated. As well 5701 Merriam Dr. was reduced for 2020 by \$500,000 since the bid came in so low. There was originally a budgeted amount of \$650,000 for that project.

When COVID-19 shut downs started, staff began to alter when some of the police vehicles and equipment would be replaced. This resulted in shifting the replacement of a police car back to 2021. The equipment expense that goes along with that replacement was not originally budgeted so that amount had to be added back in. There will be some changes to the budget for the school crossing guard expenditures which resulted in an additional \$10,000 needed for 2021.

These changes on both the revenue and expenditure side, result in the projected fund balance for the end of 2021 to be \$1 million more than projected, and this is very good news.

The public hearing notice for the 2021 budget will be published tomorrow, and at the August 24 City Council meeting there will be a Public Hearing and council will be asked to approve the budget resolution. The next day, the certification of the approved budget is due to the county clerk. Typically, councilmembers sign that budget certification. Because the council is not meeting in person, any councilmember who wants to sign the certification can come by City Hall between 7:30 -10:00 am on August 25. If anyone is unable to come to City Hall, but wants to sign the budget document, staff can bring the document to your home, but that will need to be scheduled in advance.

Mayor Sissom commented that there were some suggestions during the Public Comments about items the council could reconsider in regard to the 2021 budget. Some of these items like the City Hall exterior improvements have been pushed to the 2021 budget, and depending on what happens over the next year could get pushed

back again. There are no plans currently for an amphitheater at 5701 Merriam Dr.

City Administrator Chris Engel commented that there are several items that the council is prepared to move back into other budget years depending on the financial situation over the next 18 months. One of those would be the City Hall exterior improvements as well as the trail expansion. For 5701 Merriam Dr., the funds budgeted for that project are for the planning process and not construction funds.

Mr. Engel commented about the mill levy question that has referred to in Public Comments. He displayed a page from the city's Comprehensive Annual Financial Report (CAFR) that illustrated the city's mill levy for the past 10 years. The report shows the mill rate for the city and the mill rate all the other taxing entities such as the School Board, Junior College, State, County, and Merriam Drainage District which are also on the real estate tax assessment.

The city's mill rate has small fluctuations from year to year, but that is not because the council raised it - those fluctuations are final rates the county levies as a result of property tax protests. The mill rate that will be voted on next meeting is 27.765. This proposed rate could be a reduction in the rate from the previous year, but it depends on the number of people who protest their real estate assessment. If the number of protests is high, then the county will adjust the rate up to cover those amounts in protest.

Looking at the total rate of the mill which includes all the other taxing entities, the rate in 2010 was 118.782; in 2019 the rate was 118.786 so the total mill rate is essentially the same as it was 10 years ago. Property tax collections have increased over the past 10 years but that is because property values have increased over the past 10 years. Property valuation increases are a good for property owners, and the byproduct of increased property value is an increase in taxes.

Mayor Sissom commented that it is anticipated that there will be a significant reduction in revenue due to COVID-19. It is expected to be a 30% reduction. In regard to the suggestion to lower the mill levy rate, most people do not realize that lowering the rate this year will have an effect in future years. And at some point in those future years it will have to be increased, which will in fact raise everyone's taxes.

Mayor Sissom further commented that when he was elected in 2009 he made a pledge to not raise property taxes. He does not feel there is a need to raise property taxes and he does not want to put the city

in a position to have to raise property taxes down the road, because it was decided to be lowered this year.

Councilmember Silvers asked if the mill rate is lowered this year and it's discovered that we would need to raise in a future year does that require a vote of the residents to raise it.

Mr. Engel commented that it depends on what we were raising the taxes for, but at the very least it would require a Public Hearing and a vote of the council to raise taxes.

Mayor Sissom commented that cities have a cap limiting how much they can raise taxes.

Councilmember Hands commented that where the proposed budget states that the city will collect 5.7% more in property taxes that includes commercial properties as well. It does not mean that each resident's property taxes will go up 5.7%. There are many new commercial buildings that have been built or improved which is part of that 5.7%, it is not exclusively residential.

2. Community Center Update.

Assistant City Administrator Meredith Hauck provided the monthly community center update.

The project is in the final stage and the project is on budget. There are a few more invoices to pay, but that should all be wrapped up in a couple of months. The center is open and work continues on the indoor pool, which is anticipated to be completed by Labor Day.

Open swim is anticipated to begin in October and staff has been conferring with other local municipalities with indoor pools to understand what is working for them as we all try to operate an indoor pool with COVID still going on.

Landscaping continues on the site even with the recent rains. The sidewalk on Slater is being installed along with the landscaping. The public art pieces are nearly complete but the challenge now is getting the art delivered as when anyone comes to Kansas they are required to quarantine for two weeks. The company is not able to afford to have employees quarantined for two weeks so they are unable to deliver right now.

There are a few furniture pieces have not arrived yet, however, there was a large furniture delivery last week. Now that the building is open and the furniture is in, there are additional graphics that will be added to the walls. Right now the locations for those graphics are being identified and will be added.

Councilmember Knaff asked how much money is left in the contingency.

Ms. Hauck responded that McCarthy's contingency has been depleted but the city's contingency has about \$500,000 left. It is anticipated that some of that money will be returned to the City at the end of the project.

B. Community Development/Public Works/CIP

1. CIP Update.

Public Works Director Jim MacDonald provided the following CIP Updates:

Street & Storm Drainage - Johnson Dr. (BNSF to East City Limits) - Johnson Dr. westbound east of Antioch Rd. all substandard curbs, ADA ramps, and driveway approaches have been replaced. The contractor has started replacing sidewalks, ADA ramps, curbs, and driveway approaches eastbound Johnson Dr. starting at the East City Limits.

On August 3rd Johnson Dr. was closed at the railroad crossing to allow for BNSF to raise the east tracks, and to allow our contractor to match the grade of the crossing. Signal upgrades and curbs also were completed during this time. The road is now open and the drive over the tracks is much smother. The Johnson Dr. contract completion date is October 15.

Mastin St. Improvements (Johnson Drive to Shawnee Mission Parkway) - Mastin Street is substantially complete, all curbs, sidewalks, storm drainage repairs, new asphalt surface, and pavement markings have been completed. Weather permitting, sod on Mastin is scheduled to be placed after September 1.

55th Street Drainage Improvements - Bids were opened July 21, with Mayer Specialty Services, LLC being the low bidder. The bid award was approved was just approved tonight. Now that the bid has been

approved, a notice to proceed will be issued to the contractor. This should be a two-week project with little disruption to the neighborhood.

2. Update on Merriam Pointe Redevelopment.

City Administrator Chris Engel updated the council on the Merriam Pointe redevelopment.

The tract B site at Merriam Pointe, which was the big ditch that was filled in and was part of a TIF redevelopment agreement with Richard Webb to bring an additional dealership to the site, has had a change in its development plan. The city council extended the timeframe for that new dealership to be operational by December 31, 2021. The TIF agreement would reimburse the property owner, Mr. Richard Webb, up to \$6 million in TIF reimbursements for improvements to the site. He will initially receive \$4 million with an additional \$1 million when the dealership opens and the other \$1 million at the one year anniversary of the dealership being open. The dealership is to be a single brand dealership not currently in Merriam. The current agreement has the TIF in effect until December 31, 2023.

With the development of the Reed Chrysler, Dodge Jeep, Ram dealership on 67th St., the city was approached to see if there was a way to incorporate the tract B site into the new Reed dealership for an outdoor show room, which is essentially a parking lot for new cars. Without the outdoor showroom, the new Reed dealership will have to shuttle cars from Lenexa. The cars sell better when they are on the lot where the customer is and the shuttling of cars over will result in less cars being sold. Randy Reed owns the Hyundai dealership in Merriam and by allowing him to expand his business onto the other lot is supporting existing businesses, which is a council goal.

In order to allow Mr. Webb to sell the tract B to Reed Automotive, the TIF agreement between the city and Mr. Webb will need to be terminated. Because the improvements to the site have been completed, Mr. Webb is entitled to the \$5 million reimbursement, which is \$1 million less than the total potential funds he was to receive. Those funds would not be transferred to Mr. Webb until the Reed Chrysler, Dodge, Jeep Ram dealership is operational which is anticipated to be December 31 2020. By doing this, the TIF will end one year earlier.

Once that TIF is terminated, the ultimate goal is to take Merriam Pointe and Aristocrat out of TIF. This will get the real estate back on the tax rolls, which allows those funds to be unrestricted out of TIF

and into the general fund. Both parties are in negotiations to transfer the property and agree on a purchase price, but with the TIF redevelopment agreement attached to the property, Mr. Webb cannot get a clean title to transfer the property.

At the August 24 City Council meeting, staff will be bringing forth an agreement to terminate the redevelopment agreement with Richard Webb.

Councilmember Silvers asked if TIF was tied to the sales tax.

Mr. Engel commented that the TIF is not tied to sales tax; the property taxes generated from the property has to go into a TIF fund and can only be used within that TIF district. Once that agreement is gone that property is pulled out of the TIF area and the property taxes can go into our general fund which are unrestricted and can be used for anything the city desires.

Councilmember Pape asked how much money is going into the TIF fund.

Mr. Engel responded it is likely several hundred thousand dollars. He indicated he would try to get an estimate of what that amount is and share with the council at the next meeting.

Mayor Sissom commented that another thing to consider by terminating the TIF early, not only does the city receive the unrestricted money but the other taxing entities will begin to receive their portion of property taxes on those properties. Right now when the TIF is in place, those entities such as the school district, county and state, are not receiving those tax dollars. Once it is terminated, they will begin to receive those funds a year or two earlier than when the TIF was in place.

Councilmember Pape asked if there is an estimate on the increased number of vehicles Reed will be able to sell by having the vehicles on the lot as opposed to shuttling them in from Lenexa.

Mr. Engel responded that they have indicated that approximately 20% more cars will be sold by having them on the lot. More cars sold, means more sales tax for the city.

VIII. STAFF ITEMS

City Administrator Chris Engel commented that the notice to proceed has been issued for the demolition of 5701 Merriam Drive. The contractor has removed

the corner stone, and the one mosaic has been removed. The corner stone contained some documents and staff is working on a media story about the contents found. Asbestos removal will begin soon.

Councilmember Pape asked if the mosaic came off in one piece.

Mr. Engel responded that there are about 12 pallets of stone that will be transported to public works. The mosaic did not come off in one piece, but all the brick was salvaged and can be re-assembled.

City staff has been working with County officials to get some CARES funding for reimbursement of expenses related to COVID-19. There is a committee consisting of county and city representatives who have worked out phases for disbursement of the funds. The first phase is reimbursement for costs incurred for PPE, disinfection services and other expenses that were beyond our regularly budgeted items. The second phase will be related to preventative and planning costs, which would include items that will improve the city's mobility, if things are shut down again. This would include cost for iPads, laptops, Wi-Fi pucks and other mobile devices, as well as costs to conduct on-line meetings and transactions for staff and the public. Any funding that is left after the first two phases would be used to reimburse personnel costs. The city has been tracking personnel costs since March and there are some overtime costs incurred from the pandemic that would not have normally occurred. So possibly there will be a reimbursement for those expenses if there is funding still available after the first two phases.

IX. NEW BUSINESS

X. EXECUTIVE SESSION

XI. ADJOURNMENT

**THERE BEING NO FURTHER TO COME BEFORE THE COUNCIL,
COUNCILMEMBER PAPE MOVED TO ADJOURN AT 8:39 PM.
COUNCILMEMBER HANDS SECONDED AND THE MOTION WAS
UNANIMOUSLY APPROVED.**

Respectfully submitted,

Juliana Pinnick

Juliana Pinnick
City Clerk



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Consider Professional Services Agreement for the design of County Assistance Road Systems (CARS) Project, East Frontage Road - 75th to 67th St with Affinis, Corp. for an amount not exceed \$148,760

SUBMITTED BY: Jim MacDonald, Public Works Director

MEETING DATE: August 24, 2020

PROJECT BACKGROUND/DESCRIPTION:

In 2016 staff advertised a Request for Qualifications (RFQ) for street design work that would continue for a period of 5 years. Affinis Corp. was selected for street work and has been providing design engineering services for the last four years (i.e. 67th Street-Antioch Road to West City Limits, Johnson Drive-West City limits to Kessler, 51st St. Switzer to Knox, Johnson Drive-Kessler to East City Limits). We have been pleased with their level of service and staff recommends they be approved for the design of this 2021 CARS Project.

This project entails the rehabilitation of East Frontage Road - 75th to 67th St. The scope of work includes the replacement of curb/gutters/sidewalk/ADA ramps as required, a 2-inch mill/overlay, new pavement markings, and updated guard rails as needed. Repairs to the existing storm drainage will also be included.

Johnson County CARS funding for 2021 has been approved by the Johnson County Board of County Commissioners for this project.

CITY COUNCIL GOALS AND OBJECTIVES

3.2 Sustain capital improvement efforts.

FINANCIAL IMPACT

Amount of Contract:	\$148,760
Amount Budgeted:	\$216,860
Funding Source/Account #:	Capital Improvement Fund - Special Sales Tax/CARS Funding Acct #301-0000-511-33.10, Project #GC2102

SUPPORTING DOCUMENTS

Professional Service Agreement executed by Affinis, Corp.

ACTION NEEDED/STAFF RECOMMENDATION

Recommend that the Council authorize the Mayor to execute the design services agreement with Affinis Corporation for the East Frontage Road - 75th to 67th St for an amount not exceed \$148,760

PROFESSIONAL SERVICES AGREEMENT
East Frontage Road Improvements (75th Street to 67th Street)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this ____ day of _____, 20__, by and between the City of Merriam, Kansas, a municipal corporation (“City,”) and Affinis Corp, a Missouri Corporation, having its principle place of business in the state of Kansas (“Consultant”).

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

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

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

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

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

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

SECTION 2. Services.

- (a) **Scope of Services.** Consultant shall perform those services (“Contract Services”) described under Scope of Services in Exhibit 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 Consultant shall submit a written scope of the additional work including an estimate of additional costs for the performance of the additional work. No change in scope shall be effective nor additional compensation be paid, except on the basis of the provisions of a written supplemental agreement or an amendment signed by the Parties.
- (b) **Subcontracting Services.** Consultant may not, without first obtaining the City’s written consent, subcontract any of the Contract Services. Notwithstanding the City’s consent to any subcontracting, Consultant shall remain fully responsible for all obligations under this Agreement.
- (c) **Time of Performance.** The Consultant agrees to complete the Contract Services within the times listed in Exhibit A, Scope of Service. In absence of written directions

to the contrary, receipt of the executed Agreement shall be the Consultant's Notice to Proceed. At the City's discretion, an extension of time may be granted to the Consultant for delays determined by the City as unavoidable. Consultant may request an extension of time stating the reasons for such a request. The term of this Agreement may be extended by mutual agreement of the parties beyond the time periods outlined in Exhibit A for the purpose of the Consultant providing any additional services, as outlined in Exhibit A, as may be requested by City and agreed to by Consultant. The Parties agree that time for performance of the Contract Services is of the essence and that the Consultant's failure to meet the contractual times for performance shall constitute a material breach of this Agreement.

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

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

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

SECTION 5. Reports and Documents. 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 Consultant. Consultant may use its own proprietary software for the purposes of generating the data required by the Agreement. The parties agree that the City shall

retain all rights to the data generated, but that the Consultant shall retain all rights to the proprietary software.

- (b) **Status of Documents upon Expiration or Termination.** If this Agreement expires or is terminated for any reason, all finished or unfinished documents prepared as part of the Contract Services shall immediately be transmitted to the City by Consultant, with the exception of the Consultant's proprietary software, as noted in Section 5(a). Consultant shall also immediately upon expiration or termination of this Agreement, return to the City all of the studies, maps, and other data furnished to the Consultant by the City under this Agreement.
- (c) **Confidentiality.** Consultant shall not release to any person except City representatives and others authorized by City any reports or related materials prepared for the City pursuant to the Consultant's performance of the Contract Services. This Agreement, however, does not preclude Consultant from performing any service (whether or not similar in nature to a Contract Service) on behalf of other clients in the city or elsewhere. All reports and documents prepared, assembled, or compiled by Consultant pursuant to the terms of this Agreement are to be considered confidential and Consultant agrees that it will not, without prior written consent of the City, submit or make the same available to any individual, agency, public body, or organization other than the City, except as may otherwise herein be provided, subject to the provisions of the Kansas Open Records Act or as may otherwise be required by law.

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

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

- (a) **Discrimination Prohibited.** Consultant agrees to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin or ancestry, or age.
- (b) **Solicitations.** In all solicitations or advertisements for employees, Consultant shall include the phrase "equal opportunity employer" or a similar phrase approved by the Kansas Human Rights Commission (Commission).

- (c) **Non-Compliance.** Consultant shall be deemed to have breached this Agreement and it may be cancelled, terminated, or suspended in whole or in part by the City, if the Consultant:
 - 1. fails to comply with the reporting requirements of K.S.A. 44-1031 or K.S.A. 44-1116, and amendments thereto; or
 - 2. is found guilty of the Kansas Act Against Discrimination or the Kansas Age Discrimination in Employment Act under a decision or order of the Commission that has become final.
- (d) **Flow Through Requirements.** Consultant shall include the provisions of Section 7(a)-(c) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- (e) **Exempt Contractors.** The provisions of this Section 7(a)-(d) are recommended but not enforceable against Consultant if:
 - 1. Consultant employs fewer than four employees at all times during the term of this Agreement; or
 - 2. All of Consultant's contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City pursuant to K.S.A. 44-1030(c).
- (f) **ADA Compliance.** Consultant agrees to comply with the American with Disabilities Act of 1990 ("ADA"), codified as amended at 42 U.S.C. § 12101 *et seq.*, as well as all other federal, state, and local laws, ordinances, rules, and regulations applicable to this project and to furnish any and all certification that may be required by federal, state, or local governmental agencies in connection therewith.
- (g) **Code Compliance.** Consultant agrees to comply with Chapter 35, Article III of the Merriam Code, which prohibits discrimination in employment, housing, and public accommodations on the basis of an individual's sexual orientation or gender identity.

SECTION 8. Insurance.

- (a) **General.** Consultant shall secure and maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed in writing) of such types and in at least such amounts as required herein. The City shall be named as an additional insured for all coverages required herein except workers' compensation coverage and professional liability coverage. All insurance procured for this Agreement by the Consultant, including additional insured designations, shall be primary and noncontributory. Consultant shall provide certificates of insurance on forms acceptable to the City at the time of this Agreement's execution. The Certificate shall specify the date when such insurance expires. A renewal certificate shall be furnished to the City before the expiration date of any coverage. The City shall be notified by receipt of

written notice from the insurer at least 30 days before material modification or cancellation of any policy listed on the Certificate.

- (b) **Notice of Claim.** Consultant, upon receiving notice of any claim in connection with this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.
- (c) **Reduction of Policy Limits.** Consultant shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by this Agreement) if the Consultant's limits of protection have been impaired or reduced to such extent that the limits fall below the minimum amounts required hereunder. In that event, Consultant shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- (d) **Industry Ratings.** Consultant agrees that its insurance carrier must:
 - 1. a. Be licensed to do business in the State of Kansas;
 - b. Carry a Best's policyholder rating of "A-" or better and;
 - c. Carry at least a Class VIII financial rating; OR
 - 2. Be acceptable to the City.
- (e) **Insurance Required.** Consultant agrees to secure and maintain the following insurance:
 - 1. **Commercial General Liability.** Consultant shall maintain General Liability coverage including Premises-Operations Liability, Independent Contractors Liability, Products and Completed Operations, and Broad Form Property Damage within these minimum limits:

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

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

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

Bodily Injury & Property Damage \$1,000,000 combined single limit per occurrence

3. Workers' Compensation and Employer's Liability. Consultant shall maintain Workers' Compensation coverage for all claims made under applicable state workers' compensation laws. Consultant shall also maintain Employer's Liability coverage for claims made for injury, disease, or death of an employee that, for any reason, may not fall within the provisions of a workers' compensation law. The following minimum limits shall apply:

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

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

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

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

Whichever option is chosen, Consultant shall indemnify and hold harmless the City as to any and all damages, claims, or losses, including attorneys' fees, arising out of or resulting from 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, Consultant shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, and agents, from all claims, damages, losses, liabilities, costs, and expenses, including attorneys' fees, arising out of or resulting from the performance of Consultant's services, provided that any such claim, damage, loss, liability, cost, or expense is caused in whole or in part by a negligent and/or intentional act, error, or omission of the Consultant, its subcontractors, anyone directly or indirectly employed or retained by any of them, or anyone for whose acts any of them may be liable, whether or not arising before or after completion of Consultant's services. Consultant shall give the City immediate written notice of any claim, suit, or demand that may be subject to this provision.

Section 10. No Third Party Beneficiaries. City and Consultant 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 Consultant agree that disputes relative to the Contract Services of this Agreement should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis of the dispute shall be free to take such steps as it deems necessary to protect its interest; provided, however, that notwithstanding any such dispute, the Consultant shall proceed with its services under this Agreement as though no dispute exists.

Section 12. Representations. The Consultant certifies that:

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

Section 13. Quality Assurance. Consultant warrants that all work and services performed under this Agreement, shall conform to or exceed the recognized professional standards prevalent in their field. Further, the Consultant warrants that all work and service performed under this Agreement shall be performed with the professional expertise, skills, and knowledge of state of the art procedures and techniques in all relevant subject matters. The Consultant accordingly shall be capable of performing the necessary consulting and other services required herein and possess the ready comprehension of the required subject matter and the expertise to provide these services.

Section 14. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Consultant without the prior written consent of the City. This Agreement is binding upon and fully enforceable against the successors and assigns of Consultant, whether consented to or not.

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

City of Merriam, Kansas
9001 W. 62nd Street
Merriam, KS 66202
Attn: Public Works Director

Section 16. Independent Contractor. In no event, while performing under this Agreement, shall Consultant be deemed to be acting as an employee of the City; rather, Consultant shall be deemed to be an independent contractor. Consultant shall be responsible for and pay all taxes and withholdings required by law upon the compensation paid under this Agreement, and shall defend, indemnify, and hold harmless the City from liability in connection therewith. Nothing expressed herein or implied herein shall be construed as creating between Consultant and the City the relationships of employer and employee, principal and agent, a partnership, or a joint venture.

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

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

CITY OF MERRIAM, KANSAS

By: _____

Title: _____

CONSULTANT

Affinis Corp.

By: Kristen E. Leathers-Gratton

Title: President

Address: 8900 Indian Creek Parkway
Building 6, Suite 450
Overland Park, Kansas 66210

EXHIBIT A

SCOPE OF SERVICES

The purpose of this project is to improve the existing infrastructure and reduce future maintenance costs.

The project limits are E. Frontage Road from 75th Street to 67th Street. The project will be prepared in accordance with Johnson County CARS program requirements and submitted for funding. The scope of work includes:

- Roadway
 - Perform a 2-inch mill and overlay of asphalt pavement and evaluate locations requiring full-depth repair.
 - Evaluate all curb and gutter to determine removal and replacement.
 - Evaluate all guardrail to determine removal and replacement based on condition, need, or compliance with current standards.
 - Replace pavement marking.
- Lighting
 - Identify street lights needing replacement and/or relocation.
- Sidewalk
 - Evaluate driveway aprons to determine replacement based on ADA compliance.
 - Evaluate sidewalk to determine replacement based on ADA compliance and condition.
 - Install and replace ADA ramps where required.
 - Evaluate radius improvements to eliminate encroachment.
- Drainage
 - Verify positive drainage along curb and gutter, and at low points at specified locations. Determine improvements as needed.
 - Identify inlet, throat, and/or structure lids for replacement or adjustment.
 - Identify deteriorated storm sewer pipe for repair or replacement.

BASIC SERVICES AND RELATED MATTERS

The Consulting Engineer shall furnish and perform the various professional duties and services required for the construction of the Project in accordance with all tasks listed in the current City standards.

General Design Requirements

The consultant shall design the Project in conformity with the applicable portions of the City of Merriam's specifications and standards, the current version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions.

The Design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans. Geological investigations or studies shall be signed and sealed by the licensed Geologist responsible for the preparation of the geological investigations or studies. Rights of way descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of the rights of way descriptions.

General Survey Requirements:

Vertical Control:

Elevations for plans must be obtained from a benchmark on the Johnson County Vertical Control Network. Show the datum benchmark and elevation of the datum benchmark on the plans.

Horizontal Control:

Section Corner and quarter section corner locations must be referenced to the Johnson County Horizontal Control Network. As part of the design survey all Section Corners and Quarter Section Corners within the project area and others used for project control must be located, reference and state plane coordinates determined with GPS equipment. The coordinates and referenced ties shall be shown on the plans and the standard corner reference report submitted to the Kansas State Historical Society, the County Engineer, and cities project manager within 30 days of the survey as required by state law. If a Johnson County Horizontal Control marker may be damaged by construction the County public works department should be notified prior to the bid letting.

Plan Notes - Johnson County Control Bench Marks:

Any Johnson County Benchmarks, Johnson County Horizontal Control monuments and any Section Corner and Quarter Section Corners within the area surveyed for the project must be conspicuously indicated on the plans. All bench marks and section and quarter section corners and property pins within the construction limits shall include a note for the re-establishment of the monuments.

Johnson County aerial and AIMS mapping shall be used for the design and plans and will be supplemented with topographic survey in specified areas or areas requiring more detail.

TASK 1. PRELIMINARY DESIGN

1.01. Data Collection.

- A. Attend pre-design meeting.
- B. Develop design criteria for the project; prepare design memorandum.
- C. Schedule and coordinate project activities with the City (where applicable).
- D. Schedule, attend and facilitate a pre-design utility coordination meeting. Inform the utility companies about the projects intent and schedule and solicit input about their facilities. Meeting minutes will be prepared.
- E. Field data collection will be performed at the following locations:
 - 1. all the intersections and driveways along east side of the street,
 - 2. the street between 75th Street to the south entrance to Advent Health campus,
 - 3. the east half of the street between the two southern entrances to Advent Health campus to verify positive drainage in the curb and gutter,
 - 4. the street between 7315 E. Frontage Road and 73rd Street to verify low points and positive drainage,
 - 5. structures upstream and downstream of pipe replacement/repair locations
 - 6. establish section and land corners.
 - 7. field surveys.
 - 8. contact utilities and field locate all utilities.
- F. Conduct field reconnaissance with City to evaluate and identify:
 - 1. Design issues.
 - 2. Identify existing drainage components in project area (location, size, material, capacity, storm design adequacy and condition).
 - 3. Need for full depth pavement repairs, underdrains, and subgrade stabilization.
 - 4. Need for sidewalk replacement.
 - 5. Determine locations for new sidewalk.
 - 6. Need for and limits of driveway replacement.
 - 7. Need for which type of ADA ramps.
 - 8. Replacement and/or relocation of existing street lights.
 - 9. Utility locations and conflicts.
 - 10. Tree and landscaping conflicts.
 - 11. Assess condition, need and compliance of existing guardrail to determine removal or replacement.
- G. Ownership and abutting property information:
 - 1. Obtain ownership information from City or Johnson County AIMS. The Consulting Engineer shall contract with a City approved title company for ownership information investigations. The costs associated with ownership information investigations shall be paid by the Consulting Engineer to the title company. This cost shall be included in the contingency fee as outlined in Article II of the Professional Services Agreement.

2. Collect record drawings and plans for existing improvements. Review all available plans, previous studies, and pertinent information regarding the Project.
- 1.02. Prepare preliminary plans and base map at a scale of 1"=20' showing contours at 2-foot intervals, property owner information and property and easement lines.
 - A. Cover sheet.
 - B. Typical sections. Pavement design shall be the responsibility of the City.
 - C. Plan and Profile sheets.
 1. Plan scale = 1"=20'
 2. Profile scale H = 1"=20'; V = 1"=5'
 - D. Based on storm sewer system condition assessment performed by City, identify storm sewer structures and pipes needing replacement.
 - E. Intersection and layouts.
 - F. ADA Ramp Layouts. Ramp layouts do not include elevations or slopes. The intent is for the ramps to be constructed as specified in the standard details.
 - G. Driveway profiles, included in cross-sections.
 - H. Traffic signal modifications and layout at 75th Street.
 - I. Preliminary pavement marking and signing.
 - 1.03. Perform quality assurance review.
 - 1.04. Submit preliminary plans to utility companies for their use in preparing for relocations.
 - 1.05. Develop preliminary opinion of probable project costs itemized by unit of work, including right-of-way and contingency.
 - 1.06. Submit preliminary plans and opinion of probable cost to City for review.
 - 1.07. Meet with City as necessary in connection with such preliminary work. Two meetings are budgeted.
 - 1.08. Field Check to be performed with representatives of the Consulting Engineer and the City at the project site with appropriate detailed plans.
 - 1.09. Right-of-entry documents.
 - A. Prepare right of entry documents for all properties requiring temporary construction access. Up to 46 parcels/properties are included in this scope.
 1. Maps and sketches as follows:
 - a. Individual drawings of improvements affecting each ownership including:
 - (1) *Title block.*
 - (2) *Ownership boundaries.*
 - (3) *Existing rights-of-ways and easements.*
 - (4) *Proposed impacts identified graphically.*
 - (5) *Legend.*
 - (6) *Graphical scale and north arrow.*
 - (7) *Ownership information.*
 - B. Legal documents and descriptions for easement and/or right-of-way acquisition are NOT considered part of the Basic Scope of Services and shall be compensated as Additional Services as stipulated in Article II of the Professional Services

Agreement.

C. Easement staking, including temporary easements, permanent rights-of-way, and staking of structures or other items for utilities and eminent domain services are NOT considered part of the Basic Scope of Services and shall be compensated as Additional Services as stipulated in Article II of this Professional Services Agreement.

1.10. Public Information: Prepare for and attend one public meeting to explain the project to residents of the project area, and to receive public comments. The Consulting Engineer will prepare all necessary exhibits, documents and plans and have persons available to explain the proposed work and to answer questions. The City will arrange for the time and place of the meetings and will distribute all notifications.

A. The Consulting Engineer will be available to meet with City staff and concerned property owners as directed by the City to discuss the project at any time throughout the project.

TASK 2. FINAL DESIGN

2.01. Prepare detailed plans and specifications.

A. Cover sheet.

B. Typical sections.

C. Drainage design.

D. Plan and Profile sheets

1. Plan scale = 1"=20'

2. Profile scale H = 1"=20'; V = 1'=5'

E. Intersection details.

F. ADA Ramp details.

G. Driveway profiles included in cross-sections.

H. Pavement marking and signing.

I. Traffic control and construction phasing plan.

J. Standard and special details.

2.02. Prepare project manual including technical specifications and special provisions.

2.03. Perform quality assurance review.

2.04. Perform final plan quantity takeoffs.

2.05. Submit final plans and project manual to Johnson County CARS program manager for review.

2.06. Utility coordination.

A. Schedule and attend three utility coordination meetings. These meetings will include a preliminary plan review meeting, a final plan review meeting and a status meeting.

2.07. Prepare bid documents and a detailed opinion of probable cost.

A. Detailed opinion of construction cost.

B. Construction plans.

C. Project manual



EXHIBIT C
E. Frontage Road Improvements (75th Street to 67th Street)
2021 CARS Program
 Merriam, Kansas

Date: 8/10/2020
 Client: Merriam, KS
 Affinis Proj. No. 20-0517.01
 Made By: KEL/CJF

Project length: 5,200 l.f.		Principal	Senior Proj. Mgr	Project Engineer II	Intern Engineer	Design Tech. II	Design Tech. I	CADD Tech. II	Land Surveyor III	Land Surveyor II	Survey Crew Member II	Survey Crew Member I	Proj. Related Services I	LABOR COSTS	DIRECT EXPENSES		TOTAL FEE
Tasks	BASIC SERVICES	\$260.00	\$240.00	\$140.00	\$110.00	\$150.00	\$115.00	\$105.00	\$180.00	\$120.00	\$105.00	\$85.00	\$90.00		ITEM	COST	
TASK 1. PRELIMINARY DESIGN																	
1.01	Data Collection																
A	Attend Pre-Design Meeting		2	2										\$ 760.00			\$ 760.00
B	Review Design Criteria/Prepare Design Memo				2									\$ 220.00			\$ 220.00
C	Schedule & Coordinate Project Activities with City		2											\$ 480.00			\$ 480.00
D	Schedule & Facilitate Pre-design Utility Meeting			4									2	\$ 740.00			\$ 740.00
E	Field Data Collection													\$ -			\$ -
	1. Establish Land and Section Corners								2	8	8	8		\$ 2,840.00			\$ 2,840.00
	2. Topo Surveys										40	40		\$ 7,600.00			\$ 7,600.00
	3. Utility Coord. & Locates									12	8	8	4	\$ 3,320.00			\$ 3,320.00
	4. Basemap Creation									8		24		\$ 3,000.00			\$ 3,000.00
F	Field Reconnaissance		4	8	16	8								\$ 5,040.00			\$ 5,040.00
G	Ownership & Abutting Property Information													\$ -			\$ -
	1. Obtain Ownership Info & Addresses											8		\$ 680.00			\$ 680.00
	2. Review Record Drawings and Plans								2	4				\$ 840.00			\$ 840.00
1.02	Preliminary Plans													\$ -			\$ -
A	Cover Sheet							2						\$ 210.00			\$ 210.00
B	Typical Sections			2		2		8						\$ 1,420.00			\$ 1,420.00
C	Plan & Profile Sheets		4	8		16		64						\$ 11,200.00			\$ 11,200.00
D	Storm sewer				2			8						\$ 1,060.00			\$ 1,060.00
E	Intersection Layouts			4		12		24						\$ 4,880.00			\$ 4,880.00
F	ADA Ramp Layouts			4		12		24						\$ 4,880.00			\$ 4,880.00
G	Drive Profiles			4		8		4						\$ 2,180.00			\$ 2,180.00
H	Preliminary Pavement Marking & Signing		2	8			16							\$ 3,440.00			\$ 3,440.00
1.03	Quality Assurance Review & Revisions	2	4	4	4	4		16						\$ 4,760.00			\$ 4,760.00
1.04	Submit Preliminary Plans to Utility Companies				2								2	\$ 400.00			\$ 400.00
1.05	Develop Opinion of Probable Project Cost (OPPC)			8	8			8						\$ 2,840.00			\$ 2,840.00
1.06	Submit Preliminary Plans & Probable Construction Cost to City			2										\$ 280.00			\$ 280.00
1.07	Project Progress Meetings with City (2)		4	6									2	\$ 1,980.00			\$ 1,980.00
1.08	Field Check		2	4		4							2	\$ 1,820.00			\$ 1,820.00
1.09	Right-of-Entry documents													\$ -			\$ -
A	Prepare Right of Entry & Tract Maps (approx. 10 parcels)									4		4	8	\$ 1,540.00			\$ 1,540.00
1.10	Public Information Meeting (1)		2	4	4								4	\$ 1,840.00			\$ 1,840.00
A	Individual property owner meetings/consultation			8									2	\$ 1,300.00			\$ 1,300.00
	Reimbursables														Printing	\$ 400	\$ 400.00
															Mileage	\$ 350	\$ 350.00
	Subtotal Task 1. - Hours	2	26	80	38	66	16	158	4	36	56	92	26				
	Subtotal Task 1. - Cost	\$520.00	\$6,240.00	\$11,200.00	\$4,180.00	\$9,900.00	\$1,840.00	\$16,590.00	\$720.00	\$4,320.00	\$5,880.00	\$7,820.00	\$2,340.00	\$ 71,550.00	Reimbursables	\$ 750.00	\$ 72,300.00
TASK 2. FINAL DESIGN																	
2.01	Final Plans																
A	Cover Sheet							2						\$ 210.00			\$ 210.00
B	Typical Sections			2		2		8						\$ 1,420.00			\$ 1,420.00
C	Storm sewer				4			8						\$ 1,280.00			\$ 1,280.00
D	Plan & Profile Sheets		8	8	8	8		40						\$ 9,320.00			\$ 9,320.00
E	Intersection Layouts			4	4			16						\$ 2,680.00			\$ 2,680.00
F	ADA Ramp Layouts					8		16						\$ 2,880.00			\$ 2,880.00
G	Drive Profiles				4			4						\$ 860.00			\$ 860.00
H	Pavement Marking & Signing			4			16							\$ 2,400.00			\$ 2,400.00



EXHIBIT C
E. Frontage Road Improvements (75th Street to 67th Street)
2021 CARS Program
 Merriam, Kansas

Date: 8/10/2020
 Client: Merriam, KS
 Affinis Proj. No: 20-0517.01
 Made By: KEL/CJF

Tasks	Project length: 5,200 l.f.	Principal	Senior Proj. Mgr	Project Engineer II	Intern Engineer	Design Tech. II	Design Tech. I	CADD Tech. II	Land Surveyor III	Land Surveyor II	Survey Crew Member II	Survey Crew Member I	Proj. Related Services I	LABOR COSTS	DIRECT EXPENSES		TOTAL FEE
															ITEM	COST	
I	Traffic Control /Construction Phasing		2	8			16							\$ 3,440.00			\$ 3,440.00
J	Standard & Special Details					4		8						\$ 1,440.00			\$ 1,440.00
2.02	Project Manual		2	8	8								4	\$ 2,840.00			\$ 2,840.00
2.03	Quality Assurance Review & Revisions	4	4	4		4	4	8						\$ 4,460.00			\$ 4,460.00
2.04	Quantity Takeoffs			4	16		16							\$ 4,160.00			\$ 4,160.00
2.05	Johnson County CARS submittal			2										\$ 280.00			\$ 280.00
2.06	Utility Coordination													\$ -			\$ -
A	Meetings (3)		4	16	8		4						4	\$ 4,900.00			\$ 4,900.00
2.07	Prepare Bid Documents		2	4			8						4	\$ 2,320.00			\$ 2,320.00
2.08	Provide CAD drawings & PDF images							2						\$ 210.00			\$ 210.00
2.09	Provide Plan Sets to City, County & Utilities (up to 12)							2					2	\$ 390.00			\$ 390.00
2.10	Project Progress Meetings with City (2)		4	4										\$ 1,520.00			\$ 1,520.00
	Reimbursables														Printing	\$ 300	\$ 300.00
															Mileage	\$ 200	\$ 200.00
	Subtotal Task 2. - Hours	4	26	68	52	26	64	114	0	0	0	0	14				
	Subtotal Task 2. - Cost	\$1,040.00	\$6,240.00	\$9,520.00	\$5,720.00	\$3,900.00	\$7,360.00	\$11,970.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,260.00	\$ 47,010.00	Reimbursables	\$ 500	\$ 47,510.00
	TASK 3. BIDDING																
3.01	Consultation during bid period		2	8	16		4							\$ 3,820.00			\$ 3,820.00
3.02	Bid Addenda			4	8									\$ 1,440.00			\$ 1,440.00
3.03	Bid Opening			2										\$ 280.00			\$ 280.00
3.04	Bid Tabulation				4									\$ 440.00			\$ 440.00
3.05	Analyze Bids & Award Recommendation			2										\$ 280.00			\$ 280.00
3.06	Prepare Contract Documents and Construction Plan Sets						2						2	\$ 410.00			\$ 410.00
3.07	Pre-Construction Public Meeting		2	2										\$ 760.00			\$ 760.00
3.08	Pre-Construction Conference		2	4									2	\$ 1,220.00			\$ 1,220.00
	Reimbursables														Printing	\$ 500	\$ 500.00
															Mileage	\$ 50	\$ 50.00
	Subtotal Task 3. - Hours	0	6	22	28	0	6	0	0	0	0	0	4				
	Subtotal Task 3. - Cost	\$0.00	\$1,440.00	\$3,080.00	\$3,080.00	\$0.00	\$690.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$360.00	\$ 8,650.00	Reimbursables	\$ 550.00	\$ 9,200.00
	TASK 4. CONSTRUCTION SERVICES																
4.01	Discussions & Consultations During Construction		4	16	8		8							\$ 5,000.00			\$ 5,000.00
4.02	Review Shop Drawings			8	8									\$ 2,000.00			\$ 2,000.00
4.03	Prepare Plan Revisions for Field Changes (Excludes Traffic Control)			4			8							\$ 1,480.00			\$ 1,480.00
4.04	Prepare Final Record Drawings				2		4							\$ 680.00			\$ 680.00
4.05	Provide CAD drawings & PDF images						2							\$ 230.00			\$ 230.00
	Reimbursables														Printing	\$ 200	\$ 200.00
															Mileage	\$ 160	\$ 160.00
	Subtotal Task 4. - Hours	0	4	28	18	0	22	0	0	0	0	0	0				
	Subtotal Task 4. - Cost	\$0.00	\$960.00	\$3,920.00	\$1,980.00	\$0.00	\$2,530.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 9,390.00	Reimbursables	\$ 360.00	\$ 9,750.00
	BASIC SERVICES - TOTAL HOURS	6	62	198	136	92	108	272	4	36	56	92	44				
	BASIC SERVICES - TOTAL FEE	\$1,560.00	\$14,880.00	\$27,720.00	\$14,960.00	\$13,800.00	\$12,420.00	\$28,560.00	\$720.00	\$4,320.00	\$5,880.00	\$7,820.00	\$3,960.00	\$136,600.00	Reimbursables	\$ 2,160.00	\$ 138,760.00
	CONTINGENCY																\$ 10,000.00
	TOTAL CONTRACT AMOUNT																\$ 148,760.00



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Consider approval of the resolution to adopt the 2021 Budget

SUBMITTED BY: Donna Oliver, Finance Director

MEETING DATE: August 24, 2020

PROJECT BACKGROUND/DESCRIPTION:

Approval of the attached resolution will adopt the 2021 Budget. Using property values as of June 1, 2020, staff estimates that the mill rate of 27.558 will not change. The 2021 tax levy will increase \$208,960 over the 2020 tax levy due to new construction and property revaluations. No election is required according to Kansas "tax lid" statutes.

	2021	2020	\$ Increase	% Increase
General and Bond Fund uses	4,813,027	4,554,752	258,275	5.7%
Potential loss appeals/TIF	1,092,704	1,142,019	(49,315)	-4.3%
Total Levy	\$ 5,905,731	\$ 5,696,771	\$ 208,960	3.7%

Approval of the 2021 budget grants expenditure authority of \$51,033,506 including operating expenditures of \$26,540,266, interfund transfers of \$3,901,544, and budgeted reserves of \$20,591,696. Approval of the budget formally approves the Compensation Plan (salary ranges), Authorized Positions (staffing levels), and the 2021-2025 Capital Improvement Program.

City Attorney has reviewed this resolution.

CITY COUNCIL GOALS AND OBJECTIVES

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

FINANCIAL IMPACT

Amount of Request/Contract: Tax levy \$5,905,731; expenditure authority \$51,033,506

Amount Budgeted: n/a

Funding Source/Account #: n/a

SUPPORTING DOCUMENTS

- Resolution to adopt the 2021 Budget
- 2021 Budget Summary
- State Budget Certificate for 2021

ACTION NEEDED/STAFF RECOMMENDATION

Staff recommends approval of the resolution to adopt the 2021 Budget.

CITY OF MERRIAM, KANSAS

BUDGET SUMMARY

2021

Budget Highlights Citywide

\$5,769,928

CAPITAL
EXPENDITURES

\$20,770,338

NON-CAPITAL
EXPENDITURES

\$26,483,239

OPERATING
REVENUES



CITY MILL
27.558



CITYWIDE REVENUE SOURCES

SALES/USE TAX

OTHER SOURCES

52%

18%

30%

PROPERTY TAX



CITY
EMPLOYEES
122



LARGEST SINGLE REVENUE SOURCE

1% CITY SALES TAX

\$7,317,604



POPULATION
11,178



2021 BUDGET OVERVIEW

ALL FUNDS COMBINED

BEGINNING FUND BALANCE \$20,648,723

REVENUES

Property Taxes	4,813,027
City Sales/Use Taxes	11,743,464
County Sales Taxes	2,016,304
Other Taxes	1,287,975
Franchise Fees	1,314,459
Licenses/Permits/Fees	1,876,644
Fines	900,000
Interest Income	257,151
TIF Projects	900,000
Intergovernmental/Other	1,374,215

TOTAL REVENUES 26,483,239

TRANSFERS IN 3,901,544

TOTAL RESOURCES \$51,033,506

EXPENDITURES

Personal Services	\$10,187,477
Contractual Fire Services	2,850,694
Contractual Services	3,357,892
Commodities	862,905
Capital Outlay	741,293
Capital Improvements	5,028,635
Debt Service	3,220,475
Health & Welfare	290,895

TOTAL EXPENDITURES 26,540,266

TRANSFERS OUT 3,901,544

TOTAL USES 30,441,810

RESERVES (Ending Fund Balance) 20,591,696

TOTAL APPROPRIATIONS \$51,033,506

Property Tax

Property taxes are levied by six entities:

- State of Kansas
- Johnson County
- Johnson County Community College
- Shawnee Mission School District
- Merriam Drainage Board
- City of Merriam

MERRIAM'S SHARE OF TOTAL PROPERTY TAX



24% City of Merriam

76% Schools, County, Other

CITY PROPERTY TAX CALCULATION EXAMPLE

MARKET VALUE OF HOME

\$200,000

CITY MILL RATE

27.558

Assessed Valuation: \$23,000

To determine assessed valuation, multiply market value by 11.5%

$$200,000 \times 11.5\% = \$23,000$$

Annual Tax Liability for City Services: \$633.83

To calculate the annual tax bill, multiply the assessed valuation by the mill rate and divide the result by 1,000.

$$\$23,000 \times 27.558 = \$633,834$$

$$\$633,834 / 1,000 = \$633.83$$

Monthly Expenses for City Services: \$52.82

To determine the monthly tax expenses for City services, divide the tax liability by 12.

$$\$633.83 / 12 = \$52.82$$

2021 Capital Improvement Plan

All proposed public improvements through 2021:

\$5
million



HIGHLIGHTS

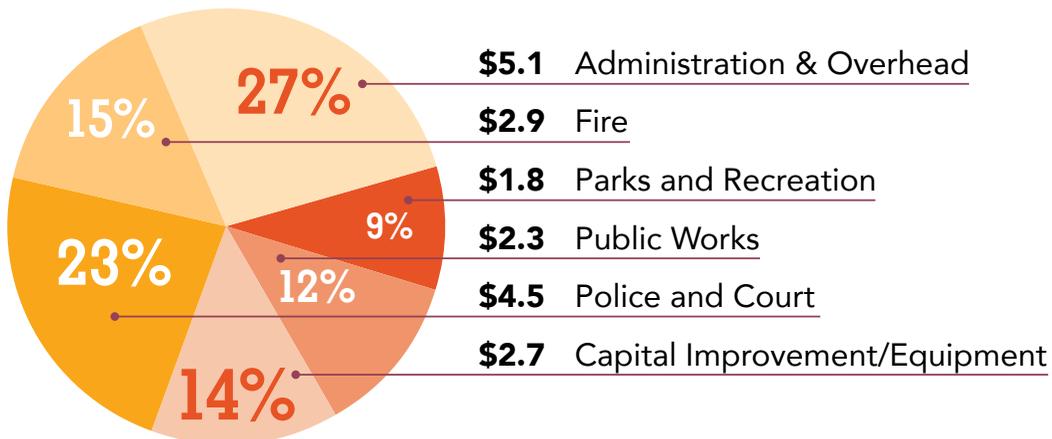
- » E. Frontage Road: 67th St. to 75th St.
- » Goodman St.; 55th St.; 57th Terr.

2021 General Fund Revenues*



*in millions

2021 General Fund Expenditures*



*in millions

Governing Body



KEN SISSOM
MAYOR
913-523-5357



SCOTT DIEBOLD
WARD 1
913-293-8457



WHITNEY YADRICH
WARD 2
785-797-7842



CHRIS HANDS
WARD 3
913-384-5340



DAVID NEAL
WARD 4
913-219-8203



JASON SILVERS
WARD 1
816-210-6135



BRIAN KNAFF
WARD 2
913-362-9496



BRUCE KALDAHL
WARD 3
913-383-9681



BOB PAPE
WARD 4
913-384-0746

Staff Leadership

Chris Engel, CITY ADMINISTRATOR
Meredith Hauck, ASSISTANT CITY ADMINISTRATOR
Darren McLaughlin, POLICE
Jim MacDonald, PUBLIC WORKS
Juliana Pinnick, CITY CLERK

Donna Oliver, FINANCE, CITY TREASURER
Bryan Dyer, COMMUNITY DEVELOPMENT
Anna Slocum, PARKS & RECREATION
Ryan Denk, CITY ATTORNEY



Presented by the City of Merriam Finance Department

9001 W. 62ND ST.; MERRIAM, KS 66202 // 913-322-5500 // merriam.org

City of Merriam

2021 Budget
Public Hearing

August 24, 2020



2021 Budget at a Glance

27.558 Mills

\$26.5m
Revenue

\$20.8m
Non-Cap Exp.

\$5.8m
CIP/Cap Exp.

122
Employees

How does Merriam's City mill rate compare?

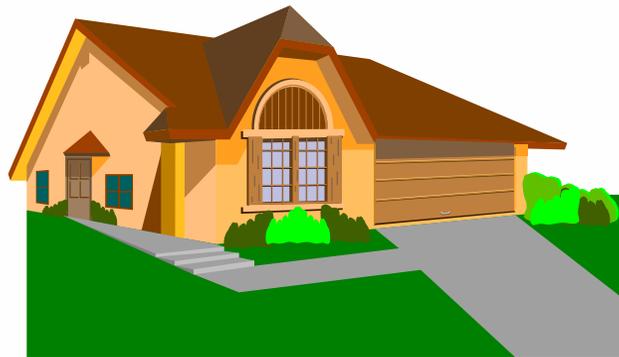
Rank	City	City Rate	Fire Rate (if applicable)	Total City Rate
1	Overland Park	13.557		13.557
2	Lake Quivira	17.228	volunteer dept.	17.228
3	Gardner	20.710		20.710
4	Olathe	24.397		24.397
5	Leawood	24.548		24.548
6	Shawnee	26.625		26.625
7	Mission Woods	15.576	11.753	27.329
8	Merriam	27.558		27.558
9	Mission	17.157	11.753	28.910
10	Lenexa	29.319		29.319
11	Edgerton	30.881		30.881
12	Prairie Village	19.320	11.753	31.073
13	Fairway	19.928	11.753	31.681
14	Westwood	21.306	11.753	33.059
15	Mission Hills	22.770	11.753	34.523
16	Spring Hill	39.599		39.599
17	Westwood Hills	27.935	11.753	39.688
18	Roeland Park	28.533	11.753	40.286
19	DeSoto	24.198	19.941	44.139



How are my property taxes calculated?

(Residential)

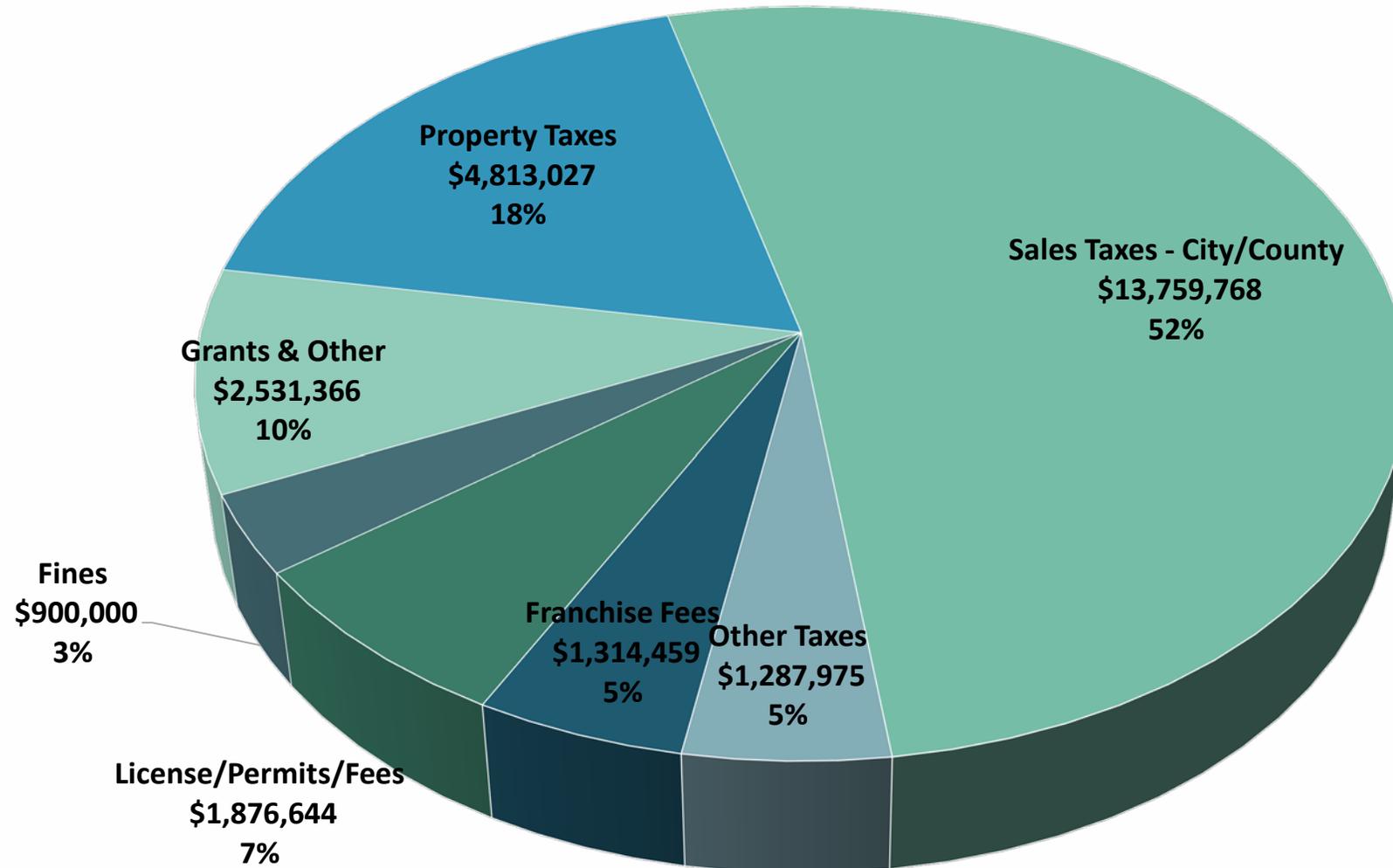
Market value of property:	\$200,000
Assessed property value:	$\$200,000 \times 11.5\% = \$23,000$
Mill rate:	27.558
Property Tax:	$\$23,000 \times 27.558 / \$1,000 = \$633.83$
Monthly Tax:	\$52.82
Daily Tax:	\$1.74



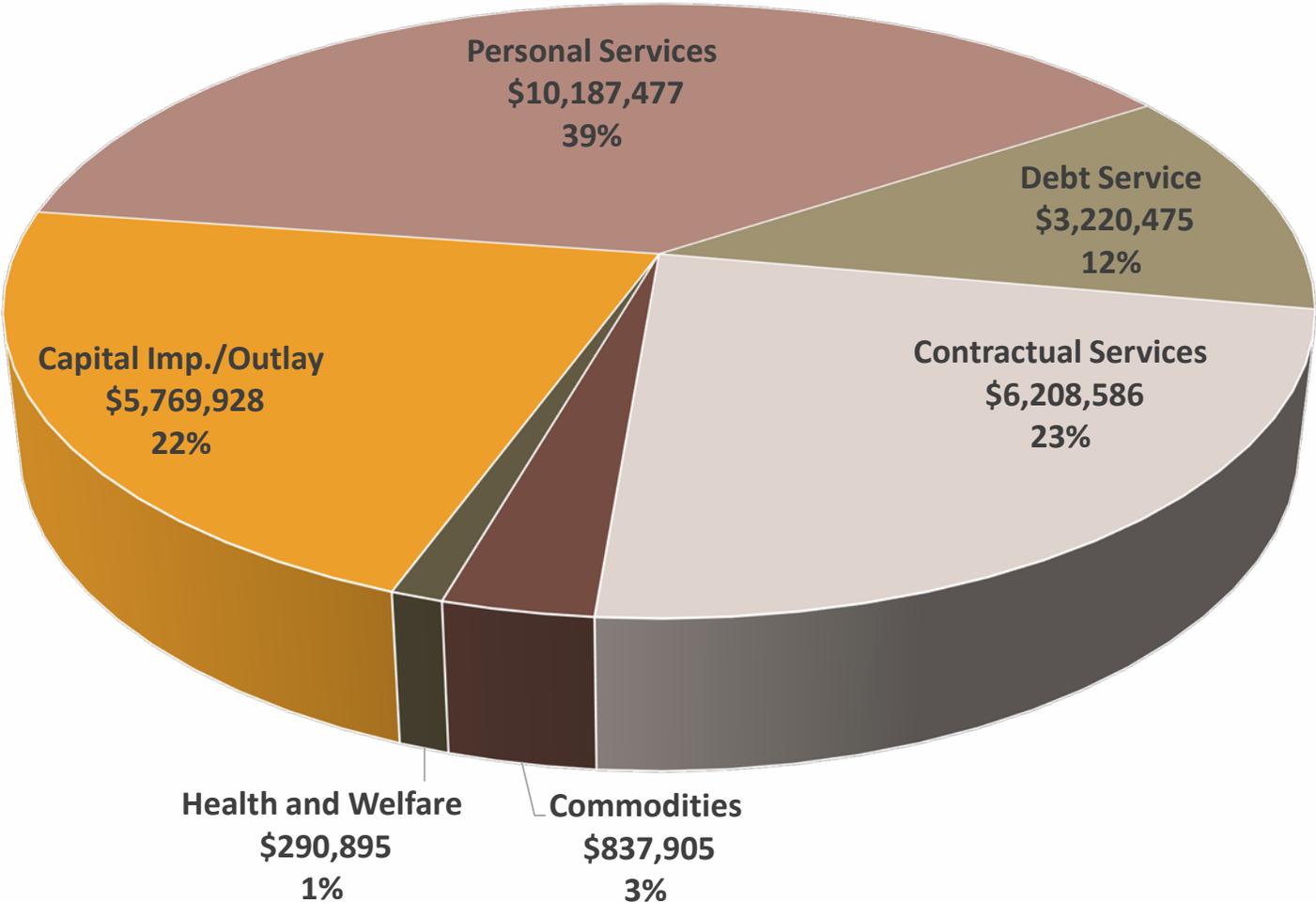
What do my City taxes pay for?



Citywide Budget – 2021 Revenues



Citywide Budget – 2021 Expenditures



2021 Budget by Fund

General	\$ 24,468,527
Capital Improvement	19,238,727
Debt Service	3,302,564
Equipment Reserve	1,647,653
Risk Management	1,109,738
Transient Guest	806,137
Special Highway	361,438
Special Parks	61,109
Special Alcohol	37,613
	<hr/>
	<u>\$ 51,033,506</u>

General Fund Budget

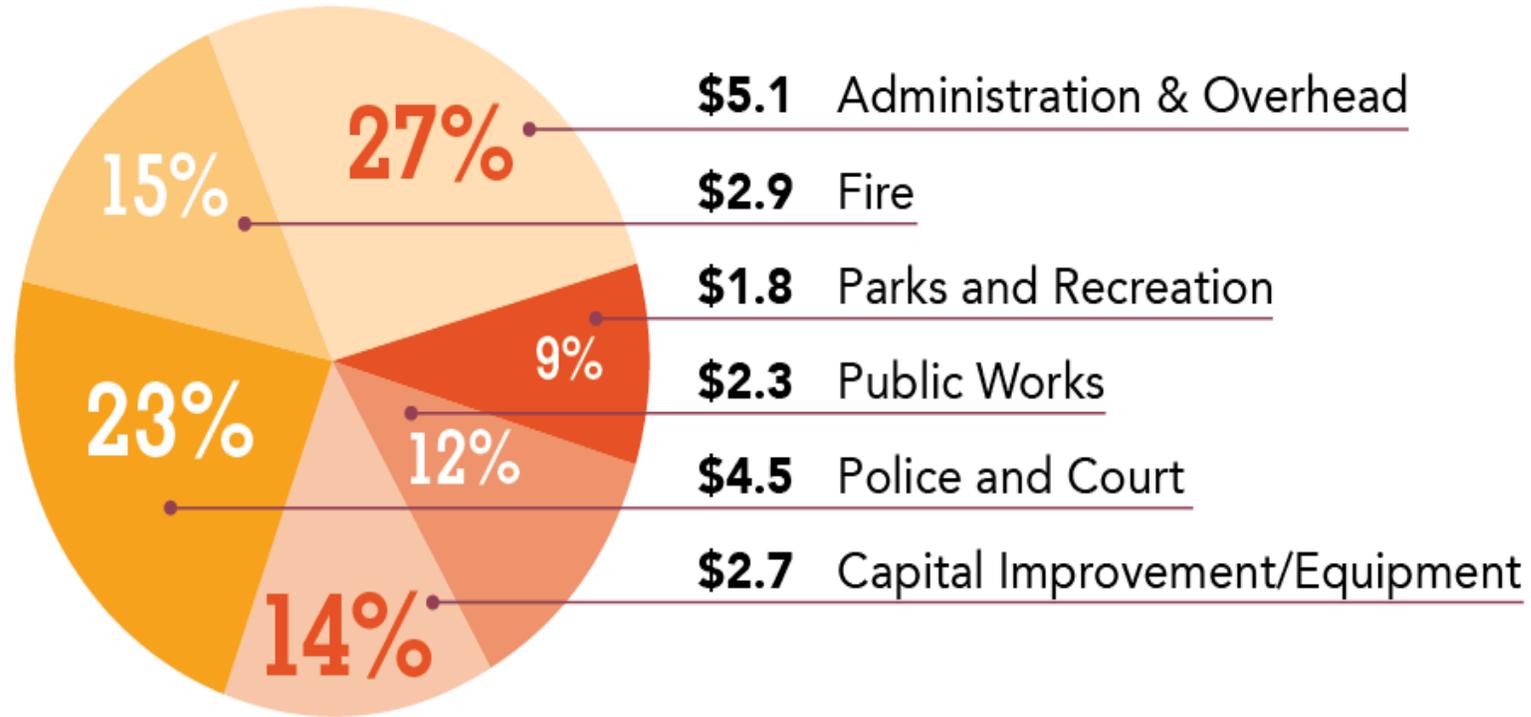
2021 General Fund Revenues*



*in millions

General Fund Budget

2021 General Fund Expenditures*



*in millions

Final Steps

- Tonight - Council considers budget resolution
- Tomorrow – Signature by City Council
 - Stop by City Hall from 7:30 to 10:00
 - We can bring by your house from 10:00 to noon by appointment.
- Tomorrow – Submitted to Jo. Co. Clerk
- October – Final mill rate determined by Jo. Co. Clerk

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE 2021 BUDGET OF THE CITY OF MERRIAM, KANSAS.

WHEREAS, following proper notice as prescribed by law, the Governing Body of the City of Merriam, Kansas held a public hearing for the purpose of answering questions, hearing objections and receiving feedback regarding the City's proposed 2021 budget; and

WHEREAS, said public hearing was properly held before the Governing Body on August 24, 2020.

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

SECTION 1. Adoption of Budget. The City of Merriam hereby adopts its budget for the year 2021, as presented at the August 24, 2020, City Council meeting. Copies of said budget shall be open for inspection in the office of the City Clerk during business hours. Upon filing of the budget with the County Clerk of Johnson County, Kansas, said budget shall constitute an appropriation for each fund, and the appropriation thus made shall not be used for any other purpose, pursuant to K.S.A. 79-2934.

SECTION 2. Take Effect. This Resolution shall take effect and be in full force and effect after adoption of such by the Governing Body.

ADOPTED BY THE Governing Body this _____ day of _____, 2020.

Ken Sissom, Mayor

(SEAL)

ATTEST:

Juliana Pinnick, City Clerk

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

**August 5, 2020
7:00 P.M.**

This was a virtual meeting via Zoom.

The Regular Planning Commission meeting for the City of Merriam, Kansas was called to order at 6:00 p.m. by Chair Brian Dailey on Wednesday, August 5, 2020.

I. ROLL CALL

The following Planning Commissioners were present via Zoom meeting:

Bill Carter
Reuben Cozmyer
Brian Dailey, Chair
Judy Devere
Mitchell Fowler
Russ Harmon
Leah Ann McCormick, Vice Chair
Cole Stephens

Members Absent: Bill Bailey, Secretary

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

II. CONSIDER SUSPENDING PLANNING COMMISSION BYLAWS

Community Development Director Bryan Dyer stated that since the Planning Commission was meeting via Zoom the commissioners should consider suspending the Planning Commission Bylaws. Mr. Dyer asked if there were any questions and entertained a motion.

JUDY DEVEREY MOVED THAT DUE TO COVID-19 RESTRICTIONS ON GATHERINGS THE PLANNING COMMISSION SUSPEND THE BYLAWS FOR THE AUGUST 5, 2020 MEETING. MITCHELL FOWLER SECONDED THE MOTION. THE MOTION WAS UNANIMOUSLY APPROVED.

III. APPROVAL OF MINUTES OF MARCH 4, 2020

Community Development Director Bryan Dyer stated that the Planning Commission members had received a copy of the March 4, 2020 meeting minutes and asked if there were any corrections or additions.

Hearing no comments, Mr. Dyer entertained a motion.

LEAH ANN MCCORMICK MOVED THAT THE MINUTES OF THE PLANNING COMMISSION MEETING OF MARCH 4, 2020 BE APPROVED. COLE STEPHENS SECONDED THE MOTION. THE MOTION WAS UNANIMOUSLY APPROVED.

IV. ITEMS OF BUSINESS

- 1. RZ20-000001/PUD20-000001 Request for rezoning from C-2 (Retail Commercial) District to PUD-G (Planned Unit Development – General) District and the associated preliminary development plan for an automobile dealership located at 5757 Merriam Drive.**

Community Development Director Bryan Dyer presented to the Planning Commission application RZ20-000001/PUD20-000001 a request for an automobile dealership at 5757 Merriam Dr.

Mr. Dyer stated the applicants are requesting approval of a rezoning and preliminary development plan for the development of additional surface parking for their existing automobile dealership located at 5757 Merriam Drive and 9224 W. 58th St. The request is to rezone the subject properties from C-2 (Retail Commercial) District to PUD-G (Planning Unit Development – General) District.

Mr. Dyer reviewed the surrounding zoning and land uses and recapped the history of previous uses.

Mr. Dyer highlighted the Golden Factors.

Mr. Dyer stated that the properties are currently unplatted and the applicants are requesting a final plat to combine the two (2) properties into a single lot and the plat is on the Planning Commission agenda. Mr. Dyer stated that the property has a number of non-conformities and the owners are proposing to expand the parking lot, add curb and gutter, landscaping and add a single rail pipe fence no higher than 30 inches.

Mr. Dyer stated that the applicants have reached a purchasing agreement with the neighboring property owner to the north which they will replat, and request approval of a rezoning to PUD-G District. Mr. Dyer stated that rezoning allows for the creation of a preliminary development plan for the subject properties.

Mr. Dyer reviewed the development and stated that since the property is under one (1) acre it does not require a storm water management analysis.

Mr. Dyer stated that he received public comments from Kendall Cassidy who is the niece of property owner Robert Smith at 5748 and 5744 Kessler Lane. Mr. Dyer stated the applicants have addressed all but one of Mr. Smith's comments. The remaining is in regard to the landscaping between his property and the subject property. Because of the close proximity, the landscaping will make it difficult for Mr. Smith to access the backside of his building.

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

Chair Brian Dailey inquired if there is an ADA parking requirement.

Mr. Dyer stated that the ADA parking will be on the east side of the building and will be denoted on the final development plan.

Chair Brian Dailey inquired about the accessibility for the property owner to the east of the building and recommended that the proposed landscaping to the east side of the parking lot be eliminated.

Mr. Dyer stated if that is the desire of the Planning Commissioners it can be added on as an additional condition of approval.

Commissioner Reuben Cozmeyer stated that the access of the east side of the building looked narrow and would also recommend that the landscaping be removed from the east side of the parking lot.

Mr. Dyer asked if there were any additional questions.

Commissioner Cole Stephens inquired about the height of the fence on the subject property.

Mr. Dyer stated that the fence design wasn't clear on the initial submittal, and since then the applicant provided pictures of a single pole fence no greater than 30 inches to clarify.

Chair Brian Dailey inquired about the parking requirements and stated he saw 13 parking spots on the plans.

Mr. Dyer stated that the parking spots are intended for customer parking and the vehicles that are for sale will be displayed on the front parking lot.

Mr. Dyer stated that the Planning Commission may want to consider that a condition of approval be to stripe the parking area for vehicle display.

Mr. Dyer as if there were any additional questions. Hearing none, he entertained a motion.

RUSS HARMON MOVED THAT THE PLANNING COMMISSION APPROVE APPLICATION RZ20-000001/PUD20-000001 REZONING AND PRELIMINARY DEVELOPMENT PLAN FOR AN AUTOMOBILE DEALERSHIP LOCATED AT 5757 MERRIAM DRIVE WITH THE CONDITIONS LISTED IN THE STAFF REPORT AND ADDITIONAL CONDITIONS THAT THE APPLICANT SHOW ON THE FINAL DEVELOPMENT PLAN STRIPING FOR THE VEHICLE DISPLAY PARKING AREA AND THE APPLICANT SHOW ON THE FINAL DEVELOPMENT PLAN THE REMOVAL OF THE SEVEN (7) YAUPON SHRUBS ON THE EAST SIDE OF THE SUBJECT PROPERTY. MITCHELL FOWLER SECONDED THE MOTION. THE MOTION WAS UNANIMOUSLY APPROVED.

2. PA20-000001 Final Plat for an automobile dealership located at 5757 Merriam Drive in a C-2 (Retail Commercial) District.

Community Development Director Bryan Dyer presented to the Planning Commission application PA20-000001 a request for a final plat at 5757 Merriam Dr.

Mr. Dyer stated that the final plat coordinates with the preliminary development plan that was just reviewed and approved.

Mr. Dyer stated that the plat covers more area than the preliminary development plan due to the owners purchasing additional property to the north at 5745 Merriam Dr. and will be creating two (2) lots. Mr. Dyer stated there are no new easements or right-of-way, just cleaning up the property lines.

Mr. Dyer stated that with the Planning Commission's approval, the plat can be filed by the property owners without going to the City Council.

Mr. Dyer stated he would answer any questions of the Planning Commissioners. Hearing none, he entertained a motion.

REUBEN COZMYER MOVED THAT THE PLANNING COMMISSION APPROVE APPLICATION PA20-000001, MERRIAM 58 FINAL PLAT FOR PROPERTY LOCATED AT 5757 MERRIAM DRIVE. LEAH ANN MCCORMICK SECONDED THE MOTION. THE MOTION WAS UNANIMOUSLY APPROVED.

V. BUSINESS FROM THE FLOOR

Community Development Director Bryan Dyer stated that City Council is asking the Planning Commission to review the city's solar collection systems. Mr. Dyer reviewed the history of the city's regulations adopted in 2011 and stated in the last nine (9) years there is more interest in solar collection systems.

Mr. Dyer reviewed a chart of neighboring cities solar collection systems regulations and stated we are one of the few cities that require Planning Commission approval for panels that face the right-of-way.

Mr. Dyer stated that one of City Council's goals is to streamline the solar collection system permitting process. Mr. Dyer stated that City Council's suggestions are to remove the conditional use permit requirement, allow solar collection systems to face the right-of way, and remove the language concerning abandonment and/or disrepair of the system.

Mr. Dyer reviewed the current design requirements and stated solar collections systems would still be required to obtain a building permit to determine if the installation and materials meet the building code requirements.

Mr. Dyer stated that if the language concerning abandonment and/or disrepair is removed, the city would still be able to pursue structures in disrepair as a nuisance.

Mr. Dyer stated that if the Planning Commission determines that the modifications to the solar collection systems are needed, the commission should direct staff to draft revised ordinances.

Mr. Dyer asked if any of the Planning Commissioners had any questions.

Commissioner Bill Carter inquired if any of the other cities have to check back to have staff look at the visual quality of installed solar systems.

Mr. Dyer stated that none of the cities had a provision, but if there was an issue it would be treated as a nuisance and pursued.

Chair Brian Dailey stated that this is an ongoing process with Code Enforcement.

Mr. Dyer stated if there was a nuisance it would be addressed by Code Enforcement.

Chair Brian Dailey stated it makes sense to remove the stipulation for the placement of the solar collection systems since residents cannot control the position of their homes. Chair Dailey stated his only reservation is to make sure that the design criteria be very tight and controlled so there are no unsightly installations.

Mr. Dyer stated that staff recommends there be no changes to the design criteria and those reviews will still be in place.

Chair Brian Dailey inquired if this only applies to roof mounted systems and not free standing units.

Mr. Dyer stated that this is in regards to roof mounted systems, but free- standing collections systems will also be addressed in regards to sets back and size requirements in relation to neighbors. Mr. Dyer stated ground mount solar collections systems are required to be behind the front building line.

Commissioner Bill Carter inquired if surrounding neighbors are required to be notified.

Mr. Dyer stated there are no notification requirements.

Commissioner Reuben Cozmyer inquired if the roof mounted solar collection systems that are mounted flat to the roof allow the designer a little room for play with the angle of the mounted systems.

Mr. Dyer stated that there is a slight ability for adjustments, but it would not be noticeable from the street view.

Mr. Dyer asked if there were any additional questions or comments. Mr. Dyer stated it will be staff's intent to draft regulations to bring back for a public hearing for review and possibly approval at the September Planning Commission meeting. These regulations will be to remove the conditional use permit requirement, allow solar collection systems to face the right of way, and remove the language concerning abandonment and/or disrepair of the system.

Mr. Dyer reviewed current developments in progress.

- Reed Automotive dealership is scheduled to be completed in the Fall, and have plans to expand to the north of their property.
- Switzer Senior Villas is making great progress and are hoping to have units available in the next 30-60 days.
- The new Community Center is open and is available for tours.
- The Irene B. French Community Center is scheduled to be demolished.

Chair Brian Dailey inquired if the Irene B. French building would be a partial or complete demolition.

Mr. Dyer stated it would be a complete demolition.

Commissioner Bill Carter inquired if any of the bricks from the old community center would be available to purchase.

Community Development Director Bryan Dyer stated that 40 cubic yards of stone will be saved and stored at Public Works to use in a future project to memorialize the old community center.

VI. UNFINISHED BUSINESS

None

VII. OLD BUSINESS

None

VIII. ADJOURNMENT

With no further business for discussion, Community Development Director Bryan Dyer asked for a motion for adjournment.

LEAH ANN MCCORMICK MOVED FOR ADJOURNMENT. The meeting was adjourned 6:47 p.m.

Respectfully Submitted,

Nancy B. Yoakum
Recording Secretary

Approved:

DRAFT



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Consider approval of a request for rezoning of 5757 Merriam Drive and 9224 W. 58th Street from C-2 (Retail Commercial) District to PUD-G (Planned Unit Development – General) District retaining C-2 District uses and the associated preliminary development plan. (RZ20-000001/PUD20-000001)

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

MEETING DATE: August 24, 2020

PROJECT BACKGROUND/DESCRIPTION:

Dennis Michael Wood, property owner, and Josh Cecil, business owner are the applicants. They are requesting approval of a rezoning and preliminary development plan for the development of additional surface parking for their existing automobile dealership located at 5757 Merriam Drive and 9224 W. 58th Street. The request is to rezone the subject properties from C-2 (Retail Commercial) District to PUD-G (Planned Unit Development – General) District.

The subject properties are unplatted. The applicants did receive approval of a final plat (PA20-000001) for the subject properties. The final plat combines the two properties into a single lot.

Approval of the request will facilitate a 2,800 square foot expansion of the existing parking lot. The applicant purchased the subject property in December 2019. Since purchasing the property, the owner has made a number of improvements, including the removal of a non-conforming home that was in disrepair. The property owner is now requesting approval to expand the existing parking lot onto a portion of the area where the home once stood.

For decades, 5757 Merriam Drive was the location of Allied Exterminators. In 2015, the building housed Kansas DUI Resource Center, before it became an automobile dealership in 2017. The adjoining subject property to the east was the location of a single-family home that was constructed in 1930. The home and residential use were considered legal non-conforming until the current property owner recently demolished it.

In addition to the increasing the parking, the applicants propose to make other improvements including installing curb and gutter, landscaping, and fencing. The significant increase in the parking lot requires city review and approval. The building that remains was constructed in 1935 prior to the existence of the City of Merriam. As such, the property has a number of non-conformities that must be addressed before the city can approve additional development. The non-conformities include multiple building and parking lot setbacks. Additionally, the remaining building encroaches on the neighboring property to the north.

In order to address the non-conformities, the unplatted properties, and building encroachment, staff recommended that the applicants purchase a portion of the neighboring property. Then plat both theirs and their neighbor's properties and request approval of a rezoning to PUD-G District and a preliminary development plan. The applicants have reached a purchasing agreement with the neighboring property owner and are requesting approval of a final plat, rezoning, and development plan.

Rezoning to PUD-G District allows for the creation of a preliminary development plan for the subject properties. Acceptation of the preliminary development plan will allow the site to deviate from the C-2 District's required building and parking lot setbacks. In exchange for allowing the deviations, the city

gains a higher level of review of the site's current and future uses, layout, aesthetics, and landscaping. The preliminary development plan includes the existing 1,300 square foot office building and parking lot. There are no proposed additions or exterior modifications for the office building. This request is only for the addition of 2,800 square feet of surface parking and the associated fencing and landscaping.

The proposed fencing will be a single pipe fence type that is typically used by many automobile dealerships. The fence details are provided in the preliminary development plan. The fence will be a maximum height of 30 inches. The applicant has placed the fence immediately adjacent to the parking lot. Placing the fencing in that position increases the amount of greenspace and provides the property owner to the east with room to access the west side of their building.

The applicant is requesting that the Planning Commission and City Council grant the Community Development Director the ability to approve the final development plan. With that request, the applicant has incorporated those items normally reviewed as a part of the final development plan into this application.

On August 5, 2020, the Planning Commission held a public hearing and based on information supplied by the applicant, as well as the criteria outlined in the Merriam Code and Kansas law as outlined in the Planning Commission Staff Report, unanimously recommended approval of the rezoning and associated preliminary development plan, with the following conditions:

1. The Community Development Director can administratively approve the final development plan.
2. The final plat shown in this preliminary development plan must be filed with the county prior to approval of the final development plan.
3. The plat must be filed with the county prior to the issuance of building permits.
4. Issuance of a floodplain development permit is required for proposed improvements.
5. The subject property's PUD-G (Planned Unit District – General) District zoning classification will retain the uses associated with the subject property's existing C-2 (Retail Commercial) District.
6. Provide lighting details to determine that it meets Merriam Code requirements.
7. Change preliminary development plan title block from Lot 2 to Lot 1.
8. Show on the final development plan striping for the vehicle display parking area.
9. Show on the final development plan the removal of the seven (7) yaupon shrubs on the east side of the subject property.

A copy of the Planning Commission Staff Report and associated minutes are included with the agenda materials.

The Governing Body has three (3) options regarding this application:

1. Vote to Approve (5 affirmative votes required);
2. Vote to Deny (6 affirmative votes for denial required); or
3. Refer the Application back to the Planning Commission with Specific Recommendations (majority of those present required).

Staff has provided a draft ordinance for City Council consideration based upon the Planning Commission's recommendation and conditions of approval. The City Attorney has reviewed the ordinance.

CITY COUNCIL GOALS AND OBJECTIVES

Objective 1.4 – Provide support to existing businesses

Objective 4.2 – Expand the commercial tax base

FINANCIAL IMPACT

Amount of Request/Contract: _____

Amount Budgeted: _____

Funding Source/Account #: _____

SUPPORTING DOCUMENTS

Draft minutes of the August 4, 2020 Planning Commission meeting

Planning Commission staff report

Merriam 58 preliminary development plan

Draft Ordinance

ACTION NEEDED/STAFF RECOMMENDATION

The City Council concur with the Planning Commission’s recommendation for approval, with conditions, of the request for rezoning of 5757 Merriam Drive and 9224 W. 58th Street from C-2 (Retail Commercial) District to PUD-G (Planned Unit Development – General) District retaining C-2 District uses and the associated preliminary development plan (RZ20-000001/PUD20-000001) and authorize the Mayor to sign the effectuating ordinance.

**Community Development Staff Report
Planning Commission – August 5, 2020**

RZ20-000001/PUD20-000001 – Rezoning and Preliminary Development Plan for Merriam 58

<u>Application:</u>	RZ20-000001/PUD20-000001
<u>Request:</u>	Approval of a rezoning and preliminary development plan for Merriam 58
<u>Property Address:</u>	5757 Merriam Drive and 9224 W. 58 th Street
<u>Applicant:</u>	Dennis Michael Wood, property owner Josh Cecil, business owner

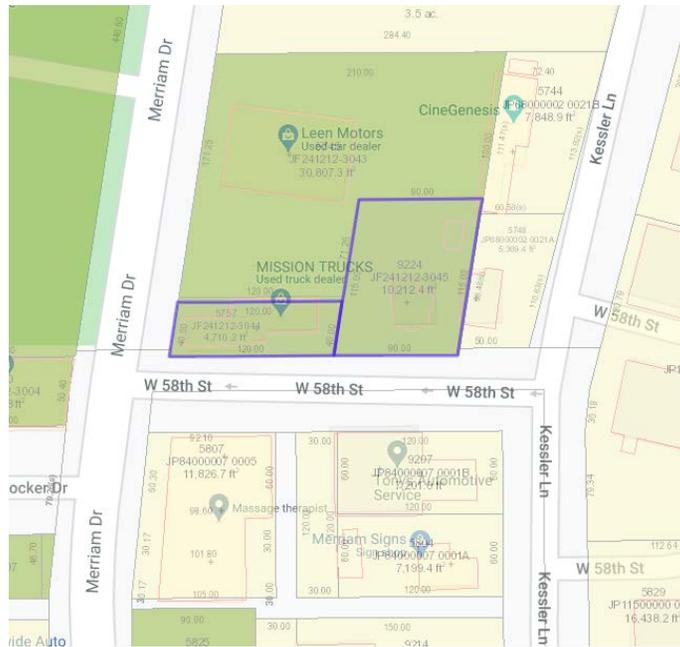
Current Zoning and Land Use	C-2 (Retail Commercial) District; developed with an existing automobile dealership and parking lot
Surrounding Zoning and Land Use	<p>C-2 District to the east; developed with office uses</p> <p>C-2 District to the north; developed with automobile sales and service</p> <p>Parks, Schools, and City Facilities District to the west; developed with the farmer’s market pavilion</p> <p>C-2 District to the west, developed with automobile services</p> <p>C-2 District to the south, developed with retail commercial</p> <p>I-1 (Light Industrial) District to the south, developed with automobile sales</p>
Legal Description	COMMENCING AT THE SOUTHWEST CORNER OF LOT 21, SHARUM’S ADDITION TO MERRIAM, JOHNSON COUNTY, KANSAS AS RECORDED IN PLAT BOOK 4, PAGE 5; THENCE DEGREES 24 MINUTES43 SECONDS WEST, 5.07’ FEET TO THE POINT OF BEGINNING; THENCE DEGREES 24 MINUTES43 SECONDS WEST, 5.07’ FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 00 MINUTES 06 SECONDS WEST ALONG THE NORTH RIGHT OF WAY LINE OF W. 58TH STREET (25 FEET NORTH

	<p>OF CENTERLINE) AS NOW ESTABLISHED, 210.00 FEET TO THE EAST RIGHT OF WAY LINE OF MERRIAM DRIVE {30 FEET EAST OF CENTERLINE) AS NOW ESTABLISHED; THENCE NORTH 06 DEGREES 24 MINUTES 43 SECONDS EAST ALONG 65.17 FEET; THENCE SOUTH 85 DEGREES 10 MINUTES 05 SECONDS EAST, 88;82 FEET TO THE WEST LINE OF SAID LOT 21; THENCE SOUTH 06 DEGREES 24 MINUTES 43 SECONDS WEST ALONG SAID LINE AND THE PROLONGATION THEREOF, 98.80: FEET TO THE POINT OF BEGINNING. CONTAINING 14,751 SQUARE FEET OR 0.34 ACRES, MORE OR LESS</p>
<p>Property Area</p>	<p>0.34 ± Acres</p>
<p>Number of Lots (1)</p>	<p>14,751 ± sq. ft. Lot 1, Merriam 58 Final Plat (proposed)</p>
<p>Parking</p>	<p>Proposed automotive dealership:</p> <p>One parking space for each 400 s.f. of enclosed auto sales floor area, one parking space for each 3,000 s.f. open lot area devoted to the storage, sales, and display of motor vehicles, and one space for each employee.</p> <p>2,300 sq. ft. of open display/3,000 sq. ft. = 1 required space.</p> <p>2,341 sq. ft. enclosed auto sales floor area/400 sq. ft. = 6 required spaces.</p> <p>1 employee = 1 required spaces.</p> <p>Total parking spaces required = 8 spaces.</p> <p>Parking spaces provided = 13 spaces</p>

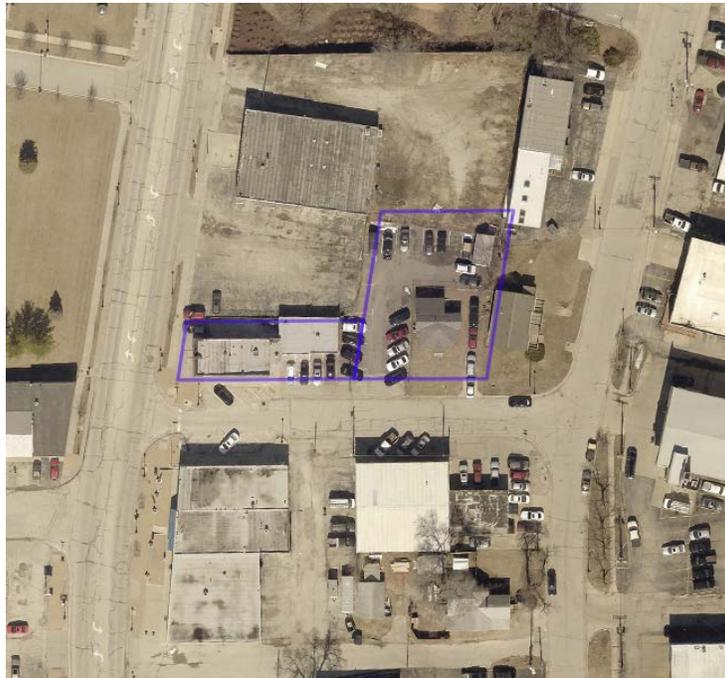
Related Case Files

File #1383	Garage Addition	1966
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**Vicinity Map RZ20-000001/PUD20-000001
Rezoning and Preliminary Development Plan– Merriam 58**



Vicinity Map



Aerial View

Staff Comments:

Dennis Michael Wood, property owner, and Josh Cecil, business owner are the applicants. They are requesting approval of a rezoning and preliminary development plan for the development of additional surface parking for their existing automobile dealership located at 5757 Merriam Drive and 9224 W. 58th Street. The request is to rezone the subject properties from C-2 (Retail Commercial) District to PUD-G (Planned Unit Development – General) District.

The subject properties are unplatted and the applicants are requesting approval of a final plat (PA20-000001) for the subject properties. The final plat combines the two properties into a single lot and is on this Planning Commission agenda.

Approval of the request will facilitate a 2,800 square foot expansion of the existing parking lot. The applicant purchased the subject property in December 2019. Since purchasing the property, the applicants have made a number of improvements, including the removal of a non-conforming home that was in disrepair. The property owner is now requesting approval to expand the existing parking lot onto a portion of the area where the home once stood.

For decades, 5757 Merriam Drive was the location of Allied Exterminators. In 2015, the building housed the Kansas DUI Resource Center, before it became an automobile dealership in 2017. The adjoining subject property to the east was the location of a single-family home that was constructed in 1930. The home and residential use were considered legal non-conforming until the applicants recently demolished it.

In addition to the increasing the parking, the applicants propose to make other improvements including installing curb and gutter, landscaping, and fencing which require city review and approval. The remaining building was constructed in 1935 prior to the existence of the City of Merriam. As such, the property has a number of non-conformities that must be addressed before the city can approve additional development. The non-conformities include multiple building and parking lot setbacks. Additionally, the remaining building encroaches on the neighboring property to the north.

In order to address the non-conformities, the unplatted properties, and building encroachment, staff recommended that the applicants purchase a portion of the neighboring property then plat theirs and their neighbor's properties, and request approval of a rezoning to PUD-G District and a preliminary development plan. The applicants have reached a purchasing agreement with the neighboring property owner and are requesting approval of a final plat, rezoning, and development plan.

Rezoning to a PUD-G District allows for the creation of a preliminary development plan for the subject properties. Approval of the preliminary development plan will allow the site to deviate from the C-2 District's required building and parking lot setbacks. In exchange for allowing the deviations, the city gains a higher level of review of the site's current and future uses, layout, aesthetics, and landscaping.

The preliminary development plan includes the existing 1,300 square foot office building and parking lot. There are no proposed additions or exterior modifications for the office building. This request is only for the addition of 2,800 square feet of surface parking and the associated fencing and landscaping.

The proposed fencing will be a single pipe fence type that is used by many automobile dealerships. The fence details are provided in the preliminary development plan. The fence will have a maximum height of 30 inches. The applicant has placed the fence immediately adjacent to the parking lot. Placing the fence in that position increases the amount of greenspace and provides the property owner to the east with room to access the west side of their building.

The subject properties are located with the FEMA and city regulated floodplain.

The applicant is requesting that the Planning Commission and City Council grant the Community Development Director the ability to approve the final development plan. With that request, the applicant has incorporated those items normally reviewed as a part of the final development plan into this application.

For the rezoning request, the Planning Commission and City Council must consider the "Golden Factors" and the factors specified in the Merriam Code.

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

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

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

1. *the character of the neighborhood;*
2. *whether the proposed use will result in increasing the amount of vehicular traffic to the point where the capacity of the street network is exceeded;*
3. *whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality or marketability of adjoining property;*
4. *whether the noise, vibration, dust or illumination that would normally be associated with such use is of such duration and intensity as to create problems for nearby property;*

5. *whether the proposed use would pollute the air, land or water;*
6. *the relative gain to the public health, safety and welfare as compared to the hardship imposed upon landowners;*
7. *whether the proposed use would result in overcrowding of land or overcrowding population;*
8. *the zoning uses of properties nearby;*
9. *the suitability of the subject property for the uses which it has been restricted;*
10. *the length of time the subject property has remained vacant as zoned;*
11. *recommendations of professional staff; and*
12. *conformance of the requested change to the adopted or recognized master plan adopted by the City.*

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

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

The subject property is located at the northeast corner of Merriam Drive and W. 58th Street. The neighborhood is commercial in nature with several businesses and offices with a number of automobile related businesses.

Finding: The character of the neighborhood is commercial in nature with a number of automobile related businesses.

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

Finding: The subject property is zoned C-2 District and is developed with an automobile dealership and associated parking. The properties to south are zoned C-2 and I-1 Districts and developed with office, retail commercial, and automobile sales uses. The property to the north is zoned C-2 District and developed with automobile sales and repair. The property to the east is zoned C-2 District and developed with an office use. The properties to the west are zoned C-2 and Parks, Schools, and City Facilities and developed with an automobile repair and the Merriam Farmer's Market.

Finding: C-2 District zoning is to the north, south, east and west of the subject property with I-1 District to the south and Parks, Schools, and City Facilities to the west. The primary uses are automobile sales and service with some office, retail commercial, and park uses.

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

The current zoning of the subject properties is C-2 District which allows the use of automobile sales and service. The zoning of the subject property will change to PUD-G District, while retaining its existing C-2 District uses allowing for the same uses.

Finding: The subject property is suitably zoned for its current use.

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

Rezoning the property to PUD-G District will not change the use of the subject properties. The use of the subject properties will remain automobile sales and service. Rezoning the property will allow the property and business owners to make improvements to the subject properties.

Finding: Rezoning the subject property to PUD-G District will not detrimentally affect nearby property.

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

Finding: The property was developed with a commercial building in 1935.

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

This factor requires the hardship of the applicant if the proposed rezoning is not approved to be weighed against the gain to the general public if the proposed rezoning and development plan are approved. If the application is denied, the property owner would not be able to make improvements to the properties including adding additional surface parking, fencing, and landscaping, causing a hardship to the property and business owners with no relative gain in the public health, safety, and welfare.

Finding: Denial of the request will cause a hardship to the property owner with no relative gain to the public health, safety, and welfare.

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

Finding: The subject property is shown as Commercial – Retail/Office on Map 7-1 of the Comprehensive Plan. The proposed change in zoning is in conformance with the City of Merriam Comprehensive Plan.

9-103 STANDARDS AND CRITERIA FOR PLANNED DEVELOPMENTS

A. FOR ALL PLANNED DEVELOPMENTS: A development plan that is consistent with the standards set out in this Section 74-705 or with such general policies or specific rules and regulations for Planned Unit Development Districts as may be adopted from time to time by the Governing Body or the Planning Commission and placed on public record in the Office of the Zoning Administrator shall be prima facie qualified for preliminary approval. No such policies, rules or regulations shall be revised or added to so as to be applicable to a specific proposal for a Planned Unit Development after an application for preliminary approval of a specific development has been filed. A development plan shall be consistent with the following standards for use of land and the use, type, bulk, design and location of buildings, the density or intensity of use, the common open space, the public facilities and the development by geographic division of the site:

1. *The Planned Unit Development can be substantially completed within the period of time specified in the schedule of development submitted by the developer.*

The applicant has indicated that the construction on the proposed improvements will begin in Fall 2020.

2. *The Planned Unit Development will not substantially injure or damage the use, value and enjoyment of surrounding property and/or will not hinder or prevent the development of surrounding property in accordance with the recommended Land Use Plan.*

The proposed development plan, will not substantially injure or damage the use, value and enjoyment of the surrounding property if properly planned.

3. *The site will be accessible from public roads which are adequate to carry the traffic that shall be imposed upon them by the proposed development and the streets and driveways on the site of the proposed development will be adequate to serve the residents or occupants of the proposed development. Traffic control signals will be provided without expense to the City when the City Governing Body determines that such signals are required to prevent traffic hazards or congestion in adjacent streets.*

The site is accessible from public roads. The applicants will be removing a portion of the concrete south of the existing building to better define the parking lot entrance point. The removal of concrete will also increase the amount of greenspace.

The proposed improvements will not significantly increase the intensity of the existing use of automobile sales. The public roads are adequate to serve the proposed development without any additional public improvements.

4. *The development will not impose an undue burden on public services and facilities, such as but not limited to, fire, police protection, streets, and the highway system, stormwater drainage, or sanitary sewers. A stormwater drainage study and/or a traffic study may be required,*

The proposed development will not impose any undue burden on the public services.

5. *The entire tract or parcel of land to be occupied by the planned development shall be contiguous and held in a single ownership, or if there are two or more owners, the application for such planned development shall be filed jointly by all such owners.*

The subject area is under single ownership.

6. *The development plan shall contain such proposed covenants, easements and other provisions relating to; the bulk, location and density of residential buildings, nonresidential uses and structures and public facilities as are necessary for the welfare of the planned development and are not inconsistent with the best interests of the area. Such covenants, easements and other provisions, if part of the*

development plan as finally approved, may be modified, removed or released only with the consent of the Governing Body after a public hearing before and with recommendations by the Planning Commission as provided in Section 74-707(b)(1) of this Article. All such covenants shall specifically provide for enforcement by the City in addition to that of the landowners within the development. Maintenance of stormwater easements shall be the responsibility of the property owner.

There are no known restrictive covenants on the subject property. Existing easements are shown on the plat.

7. *The Planning Commission may designate divisible geographic sections of the entire parcel to be developed as a unit and shall, in such case, specify reasonable periods within which development of each such unit must be commenced. In the case of Residential Planned Unit Development and General Planned Unit Developments which contain residential buildings, the Planning Commission may permit in each Unit deviations from the number of dwelling units per acre established for the entire Planned Unit Development, provided such deviation shall be adjusted for in other sections of the development so that the number of dwelling units per acre authorized for the entire planned development is not affected. The period of time established for the completion of the entire development and the commencement date for each section thereof may be modified from time to time by the Planning Commission, upon the showing of good cause by the developer, provided that in no case shall any extension of time exceed 12 months. The developer shall provide and record easements and covenants, shall make such other arrangements and shall furnish such performance bond, escrow deposit or other financial guarantees as may be determined by the Planning Commission to be reasonably required to assure performance in accordance with the development plan and the City Subdivision Regulations and to protect the public interest in the event of abandonment of said plan before completion.*

The applicant has indicated that the construction on the proposed additional surface parking will begin in Fall 2020.

8. *The location and arrangement of structures, parking areas, walks, lighting and appurtenant facilities shall be compatible with the surrounding land uses, and any part of a Planned Unit Development not used for structures, parking and loading areas or access ways, shall be landscaped or otherwise aesthetically improved. A portion of the areas being developed shall be devoted to landscape beautification and natural plant growth. The purpose of this requirement is to improve the appearance, environment and value of the total urban area and to protect nearby properties thereby promoting the public health and general welfare.*

The proposed development shows an increase in the amount of landscaping on the subject properties. The applicant has increased the number of plantings and is providing additional landscape screening along the east side of the parking lot. The proposed

landscaping does not meet Merriam Code minimum standards. However, considering the site constraints and that there is no existing landscaping, staff finds that the proposed landscaping is an improvement. Considering that it is an existing development, staff finds the landscape plan to be adequate.

This application does not propose alterations to the existing commercial building.

9. *When business or manufacturing structures or uses in a Planned Unit Development district abut a residential district or residential buildings in the same development, screening shall be provided. In no event shall a business or manufacturing structure in a planned development district be located nearer than 100 feet to a residential building outside the development.*

This provision is not applicable to this development.

10. *Notwithstanding any of the other provisions of this ordinance, when a shopping center is developed as a Planned Unit Development district, such shopping center shall comply with the provisions of Article XII of these Regulations.*

This provision is not applicable to this development.

11. *The specifications for the width and surfacing of streets and highways, alleys, ways for public utilities, for curbs, gutters, sidewalks, street lights, public parks and playgrounds, school grounds, aesthetic considerations, stormwater drainage, water supply distribution, and/or sanitary sewers, as established in the Subdivision Regulations of the City as may be amended from time to time, within the limits hereinafter specified, may be waived or modified by the Planning Commission where the Commission finds that such specifications are not required in the interests of the residents or occupants of the Planned Unit Development and that the waiver or modification of such specifications would not be inconsistent with the interests of the entire City Planning Area. The City should set out:*
 - a. *Any customary public service specifications and platting design controls which it will not modify or waive under any circumstances; and*
 - b. *In cases where it is willing to modify any specifications, the limits of such modifications.*

An example of the former might relate to sewer, water and street design construction standards. Examples of the latter might be to modify or totally waive a requirement for sidewalks or a specified reduction in street widths.

The proposed development is smaller than one (1) acre; therefore, it does not require a stormwater management report. The preliminary development plan shows a reduction of impervious surface when compared to the subject properties prior to the demolition of the single family homes. The preliminary development plan shows the on-site stormwater

sheet flowing to existing stormsewer drains. The city is unaware of any stormsewer capacity concerns in this area.

12. Any modifications of the zoning or other regulations that would otherwise be applicable to the site must be warranted by the design of the development plan and the amenities incorporated in it and must not be inconsistent with the interest of the general public.

It is typical for commercial developments to request a waiver related to the restriction of no parking in the front yard setback.

13. Private streets may be permitted instead of public streets in dedicated right-of-way. Design standards contained in Chapter 59, shall not be modified for private or public street.

The applicant is proposing to utilize the existing access points to the property.

Comments from Public Utilities

As part of the review process, staff has provided copies of the proposed development to the public utilities, city departments, and the Merriam Drainage District.

The applicant has addressed public utility and staff comments.

Pedestrian Circulation (Section 74-709(a)(1)a. of the Merriam Code)

The subject properties are served by existing sidewalks on Merriam Drive and W. 58th Street.

Landscaping (Section 74-85 and Chapter 74, Article XV of the Merriam Code)

Section 74-85 contains minimum landscaping requirements (trees) for front and other yards. Section 74-706(a)(8) further stipulates that any area not used for structures or any parking, loading area or access ways shall be landscaped or otherwise aesthetically improved. In addition, it states that *“a portion of the areas being developed shall be devoted to landscaping beautification and natural plant growth.”*

Many communities have adopted specific landscaping requirements for both parking lots and perimeter (required set back) areas. Given that the PUD provisions were adopted to provide flexibility in design elements while still achieving planning methods which will advance and promote the growth and welfare of the city, the city has not adopted specific language outlining landscaping requirements for PUDs but has chosen to review each development plan on a case-by-case basis. As a general guide, staff has reviewed other communities' requirements for interior site landscaping and found that it ranges from 5% to 10% of the interior site excluding the building footprint.

Currently, there is no landscaping on the subject properties and very little opportunity for additional landscaping without significant redevelopment of the site. Within the scope of improving the properties and enlarging the existing parking lot, the applicants have

provided a significant increase in the amount of landscaping. Based on Merriam Code, there should be five (5) street trees on the site.

The proposed landscape plan provides three (3) additional tree for a total of four (4) street trees. The subject properties are very constrained with existing easements, driveways, parking, and sidewalk which provide very limited space for a planting additional trees or landscaping. The applicants are providing landscaping screening on the east, south, and north sides of the parking lot. Additionally, the applicants are removing a portion of concrete along W. 58th Street to better define the entrance point. That area of concrete will be replaced with sod and low level landscaping.

Considering the scope of the proposed improvements, the lack of existing landscaping and the numerous site constraints, staff finds the landscaping plan adequate.

Stormwater Management/Grading Issues (Chapter 26 of the Merriam Code)

The subject properties are less than one (1) acre and are not required to conduct a stormwater management study. When compared to the site prior to the demolition of the single-family structure, the proposed improvements will result in a slight decrease in impervious surface. Additionally, the preliminary development plan shows curb and gutter around the parking lot which will better manage the flow of on-site stormwater causing it to sheet flow to existing stormsewer inlets. The city is unaware of stormsewer capacity concerns for the subject properties.

Parking Requirements (Article VII and Article XV of the Merriam Code Chapter 74)

Zoning Code Parking Calculations	One parking space for each 400 s.f. of enclosed auto sales floor area, one parking space for each 3,000 s.f. open lot area devoted to the storage, sales, and display of motor vehicles, and one space for each employee.
Parking Spaces Required	Total parking spaces required = 8 spaces.
Parking Spaces Provided	Total parking spaces provided = 13 spaces.

The proposed parking meets Merriam Code requirements.

Lighting Plan

A condition of approval is that the applicants provide the necessary information to verify that the proposed lighting meets Merriam Code requirements.

Elevation Drawings

There are no proposed changes to the existing office building elevations.

Sign Scheme (Chapter 53 of the Merriam Code)

The preliminary development plan does not propose any building or site signage changes.

Any proposed alterations or additions to the building or site signage may require approval of a Sign Scheme package in a PUD-G District.

Summary

This rezoning and preliminary development plan request, as well as, the final plat that is on this Planning Commission agenda, is for a number of improvements to the subject properties including landscaping, enlarged parking lot, fencing, and curb and gutter. The applicants have already “cleaned up” the site by removing the non-conforming, deteriorating single family home and other nuisances. The applicants have worked with the adjoining property owner to address an encroachment, platting both unplatted properties, and providing landscaping.

Approval of this preliminary development plan will approve a reduction from the required building and parking setbacks and landscape requirements. The approval will also recognize that the business can utilize, but not reserve, existing on-street parking.

Staff received comments from the adjacent property owner to the east. Those comments are attached to this staff report.

Staff Recommendation:

Community Development staff finds that the applicant’s request for approval of a rezoning and preliminary development plan for expanded surface parking is in order for consideration for a recommendation of approval and forwarding it to the City Council subject to the following conditions:

1. The Community Development Director can administratively approve the final development plan.
2. The final plat shown in this preliminary development plan must be filed with the county prior to approval of the final development plan.
3. The plat must be filed with the county prior to the issuance of building permits.
4. Issuance of a floodplain development permit is required for proposed improvements.
5. The subject property’s PUD-G (Planned Unit District – General) District zoning classification will retain the uses associated with the subject property’s existing C-2 (Retail Commercial) District.
6. Provide lighting details to determine that it meets Merriam Code requirements.
7. Change preliminary development plan title block from Lot 2 to Lot 1.

Bryan P. Dyer, AICP
Community Development Director
August 5, 2020

From: [Kendall Cassidy](#)
To: [Bryan Dyer](#)
Subject: Development Plan for 5757 Merriam Drive
Date: Wednesday, July 22, 2020 1:30:44 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Bryan,

My Uncle, Robert L. Smith, and I were in yesterday, Tuesday, July 22, 2020, to go over the Rezoning & Development Plan for 5757 Merriam Drive. Robert owns the properties at 5748 & 5744 Kessler Lane.

Regarding 5757 Merriam Drive, Robert would ask the City Of Merriam Planning Commission to consider the following changes to the proposed development plan as follows:

1. The proposed fence placement between his Kessler Lane properties and 5757 Merriam Drive be moved 5 ft. from his property line to be placed alongside the edge of the proposed asphalt parking lot(s) as seen on the development plan dated 6/30/2020.
2. The fence to be black wrought iron and changed from 6 ft tall to 4 ft tall.
3. The proposed Washington Hawthorne Trees at maturity will have a height of 25-30 ft with a spread of 25 ft. The proposed tree placement is too close to Robert's property line which would make it difficult to maintain the existing structure. There would also be the added expense of having to keep these tree(s) pruned frequently from growing over his existing structure's roof. Robert is asking that the proposed Washington Hawthorn trees be replaced with more site-appropriate and right-sized Evergreen Trees that won't hang over the property line. Evergreen trees would also free both property owners from cleaning leaves and other debris off of the cars in the lot as well as no raking for Robert.
4. As you know, covering more of the property at 5757 Merriam Drive in asphalt could add more problems with water drainage problems-- in an area that has had water drainage problems in the past. In the proposed plans curbing and gutters are located on the East side with a few feet on the South side of the parking lot(s). Robert is requesting that the curbs and gutters are added to all sides of the parking lot(s) that border neighboring properties so that any rainwater or water used to wash cars, etc. will be directed away from the adjoining properties.

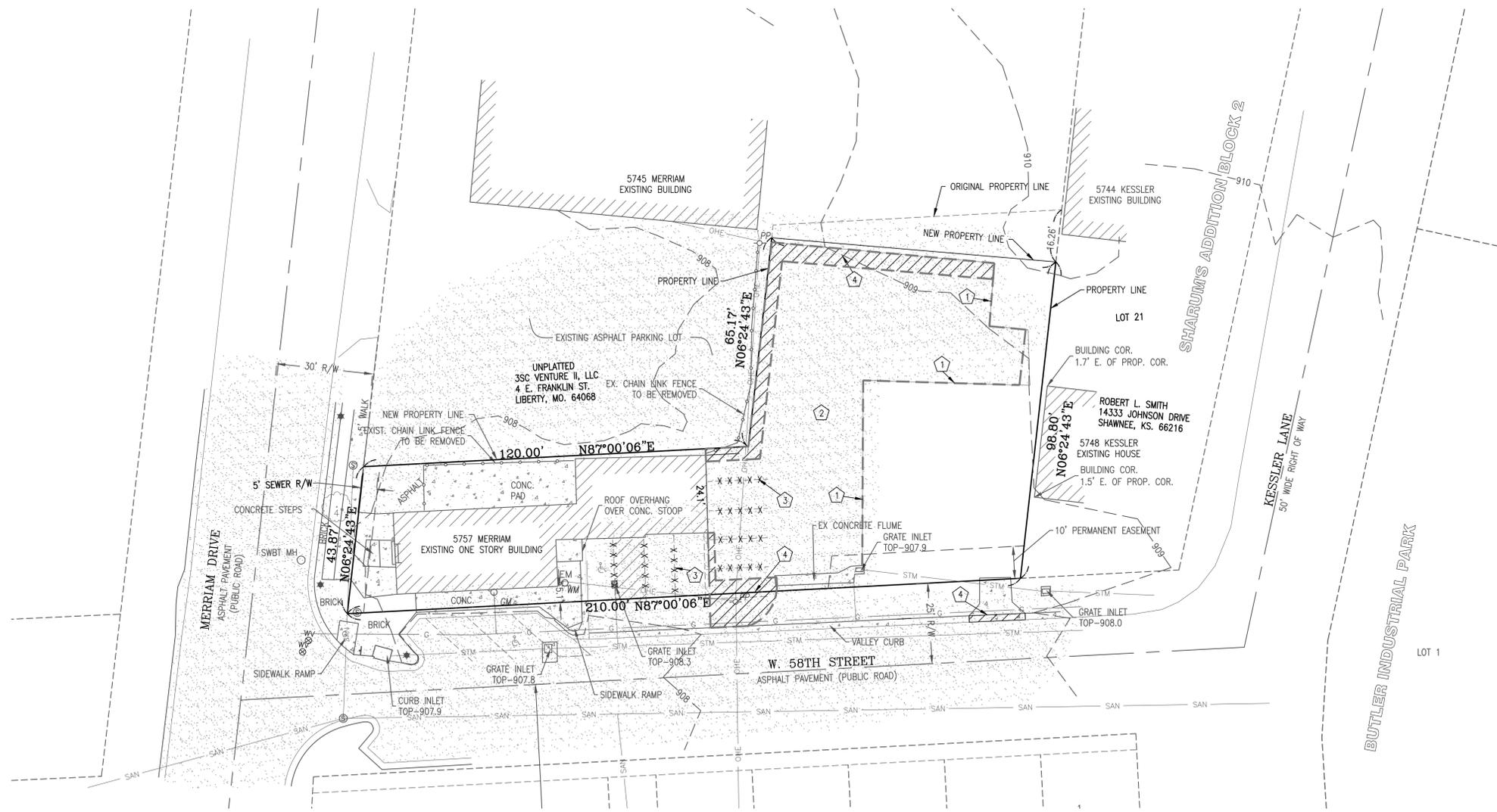
Thank you so much for taking the time to help us understand the Development Plan for 5757 Merriam Drive. We appreciate the time you took out of your busy day.

Kind Regards,

KENDALL CASSIDY
REALTOR; Licensed in Kansas & Missouri
ReeceNichols South Office

ReeceNichols Real Estate, a Berkshire Hathaway affiliate
15133 Rosewood | Leawood, KS 66224
D: 913.905.7563 | C: 913.579.2200
Website: KendallCassidy.reecenichols.com

<http://gethomevalue.reecenichols.com/KENDALL>



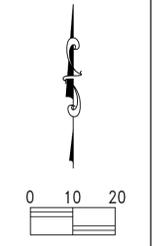
SITE NOTES

- ① - SAW CUT EXISTING ASPHALT PAVEMENT
- ② - EXISTING ASPHALT PARKING LOT TO REMAIN (OVERLAY AS NEEDED)
- ③ - REMOVE EXISTING PARKING LOT STRIPE
- ④ - REMOVE EXISTING ASPHALT PAVEMENT

LEGEND

- PAVEMENT TO BE REMOVED
- REMOVE PARKING STRIPE

DATE	DESCRIPTION
6-30-20	INITIAL SUBMITTAL
7-23-20	CITY COMMENTS



PRELIMINARY DEVELOPMENT PLAN
LOT 2, MERRIAM DRIVE
MERRIAM, KANSAS

BOUNDARY & CONSTRUCTION SURVEYING, INC.
 821 NE COLUMBUS STREET SUITE 100, LEE'S SUMMIT, MO. 64063
 PH.# 816554-9796, FAX # 816554-0337

DEMO PLAN
SCALE 1" = 20'
DATE 7-23-2020
JOB NO. 20-204
SHEET 2 OF 5

SYMBOL LEGEND

- SET 1/2" REBAR AND CAP RLS-1069, KS.
- FOUND MONUMENT (AS NOTED)
- R/W - RIGHT OF WAY
- EM - ELECTRIC METER
- CO - CLEAN OUT SEWER
- TP - TELEPHONE PEDISTAL
- AC - AIR CONDITIONER UNIT
- GM - GAS METER
- WV - WATER VALVE
- WM - WATER METER
- PP - POWER POLE
- ★ - LIGHT POLE
- ⊙ - SEWER MANHOLE
- FENCE
- STM - STORM SEWER LINE
- OHE - OVERHEAD ELECTRIC LINE
- OHT - OVERHEAD TELEPHONE LINE
- 24" CONCRETE CURB & GUTTER



SINGLE PIPE RAIL FENCE DETAIL.
SHOP DRAWINGS, SPECS, COLOR TO BE PROVIDED BY FENCE INSTALLER AND APPROVED BY OWNER AND CITY PRIOR TO INSTALLATION.

GENERAL NOTES:

1. THE SUBJECT PROPERTY CONTAINS 15,410 SQUARE FEET OR 0.35 ACRES MORE OR LESS.
2. TAX PARCEL NUMBERS: JF241212-3044
3. PROPERTY ADDRESS: 5757 MERRIAM DR, MERRIAM, KS
4. PROPOSED USE: AUTOMOBILE SALES
5. BOUNDARY & TOPOGRAPHIC DATA TAKEN FROM FIELD SURVEY PREPARED BY BOUNDARY AND CONSTRUCTION SURVEYING, ENTITLED, "ALTA/NSPS LAND TITLE SURVEY"; DATED 11-07-2019
9. LIGHTING SHALL BE PROVIDED FOR PARKING WITH CUT-OFF STYLE FIXTURES. LIGHTING SHALL CONFORM TO MERRIAM CODE OF ORDINANCES.
10. NO EXTERNAL LOUDSPEAKERS SHALL BE INSTALLED ON THE SITE.
11. ALL DISTURBED GREEN SPACE WILL BE SODDED.
12. ALL NPDES REGULATIONS WILL BE MET.
13. ALL ADA REGULATIONS WILL BE MET.
14. ALL CONSTRUCTION SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE CITY OF MERRIAM, KANSAS



LOCATION MAP,
SCALE=1"=2000'
SECTION 12 TOWNSHIP 24 RANGE 12

BEFORE YOU DIG - DRILL - BLAST



Call
1-800-344-7233 (KANSAS)

UTILITY NOTE:
THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR CONTRACTING ALL UTILITY COMPANIES FOR FIELD LOCATION OF ALL UNDERGROUND UTILITY LINES PRIOR TO ANY EXCAVATION AND FOR MAKING HIS OWN VERIFICATION AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

SITE NOTES

- 1 - DELETED
- 2 - EXISTING ASPHALT PARKING LOT TO REMAIN (OVERLAY AS NEEDED)
- 3 - INSTALL SINGLE PIPE RAIL FENCE (18" OFF BACK OF CURB LINE)
- 4 - DELETED
- 5 - INSTALL 24" CURB AND GUTTER
- 6 - DELETED
- 7 - INSTALL NEW FULL DEPTH ASPHALT PAVEMENT
- 8 - INSTALL 25' SLIDE RAIL GATE
- 9 - INSTALL LIGHT POLE (LIGHTING PLANS BY OTHERS)

LEGEND

- PROPOSED FULL DEPTH ASPHALT PAVEMENT
- EXISTING ASPHALT PAVEMENT TO BE OVERLAYED AS NEEDED
- SINGLE PIPE RAIL FENCE (30" MAX. HEIGHT)
- PROPOSED 24" CURB AND GUTTER

OWNER

DENNIS MICHAEL WOOD
12204 BUENA VISTA
LEAWOOD, KS 66209

ZONING

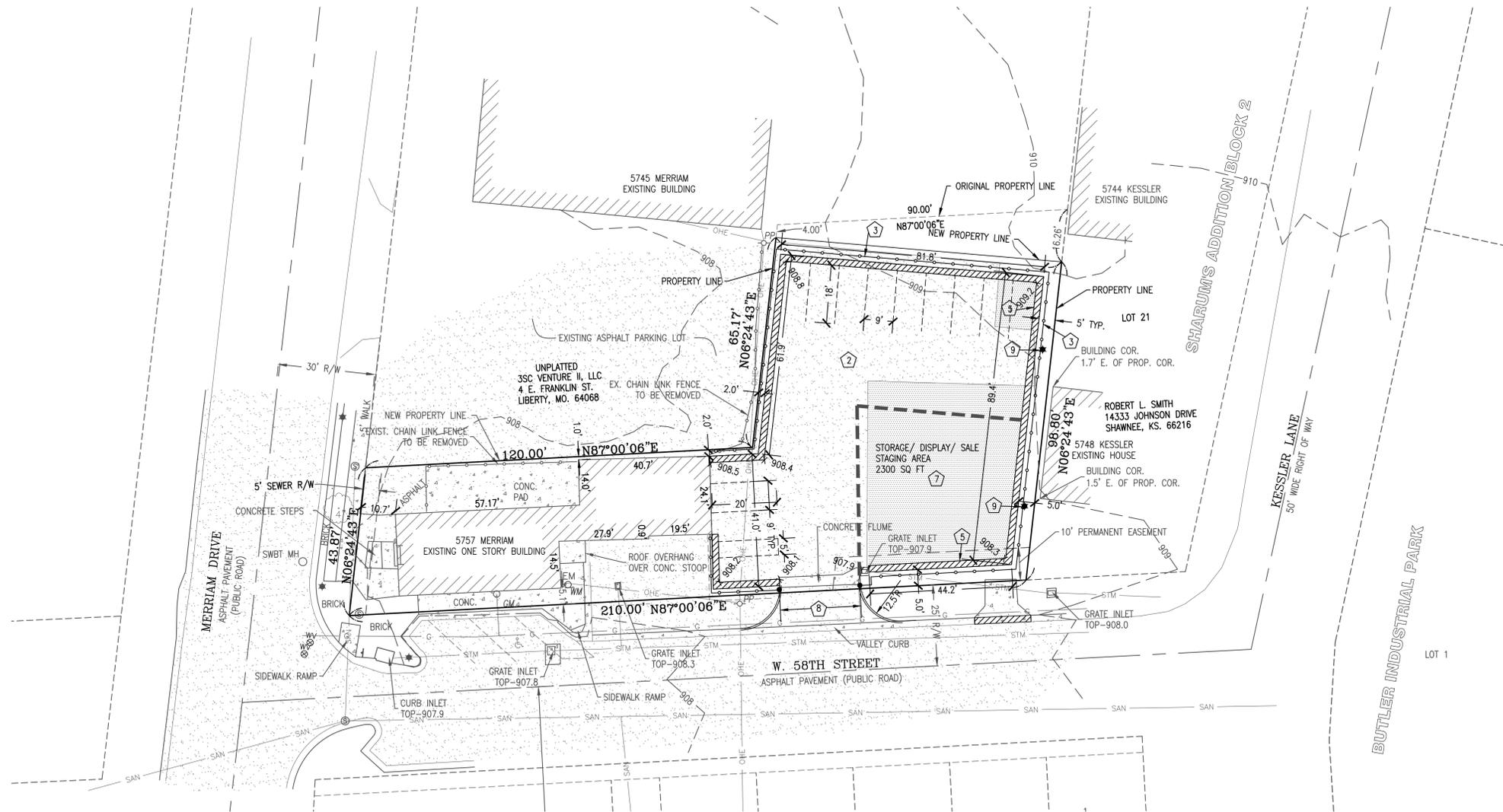
EXISTING ZONING- C-2 RETAIL COMMERCIAL
PROPOSED ZONING- PUD-G PLANNED UNIT DEVELOPMENT - GENERAL

PARKING LOT AREA

EXISTING PARKING LOT IMPERVIOUS AREA = 738 SQUARE YARDS
PROPOSED ADDITIONAL PARKING LOT IMPERVIOUS AREA = 304 SQUARE YARDS

PARKING STALLS

REQUIRED PARKING STALLS
1 STALL PER 400 SQ FT OF ENCLOSED FLOOR AREA AND
1 STALL FOR EVERY 3,000 SQ FT OF OPEN LOT DEVOTED TO THE STORAGE, DISPLAY, AND SALE OF MOTOR VEHICLES
BUILDING AREA- 2,341 SQ FT REQUIRED STALLS- 6
LOT/ STORAGE/ DISPLAY AREA-2,300 SQ FT REQUIRED STALLS- 1
TOTAL PARKING STALLS REQUIRED- 7
PROVIDED PARKING STALLS - 13



DATE	DESCRIPTION
6-30-20	INITIAL SUBMITTAL
7-23-20	CITY COMMENTS



PRELIMINARY DEVELOPMENT PLAN
LOT 2, MERRIAM 58
5757 MERRIAM DRIVE
MERRIAM, KANSAS

BOUNDARY & CONSTRUCTION SURVEYING, INC.
821 NE COLUMBUS STREET SUITE 100, LEE'S SUMMIT, MO. 64083
PH.# 816/554-9798, FAX # 816/554-0337

SITE PLAN

SCALE
1" = 20'

DATE
7-23-2020

JOB NO.
20-204

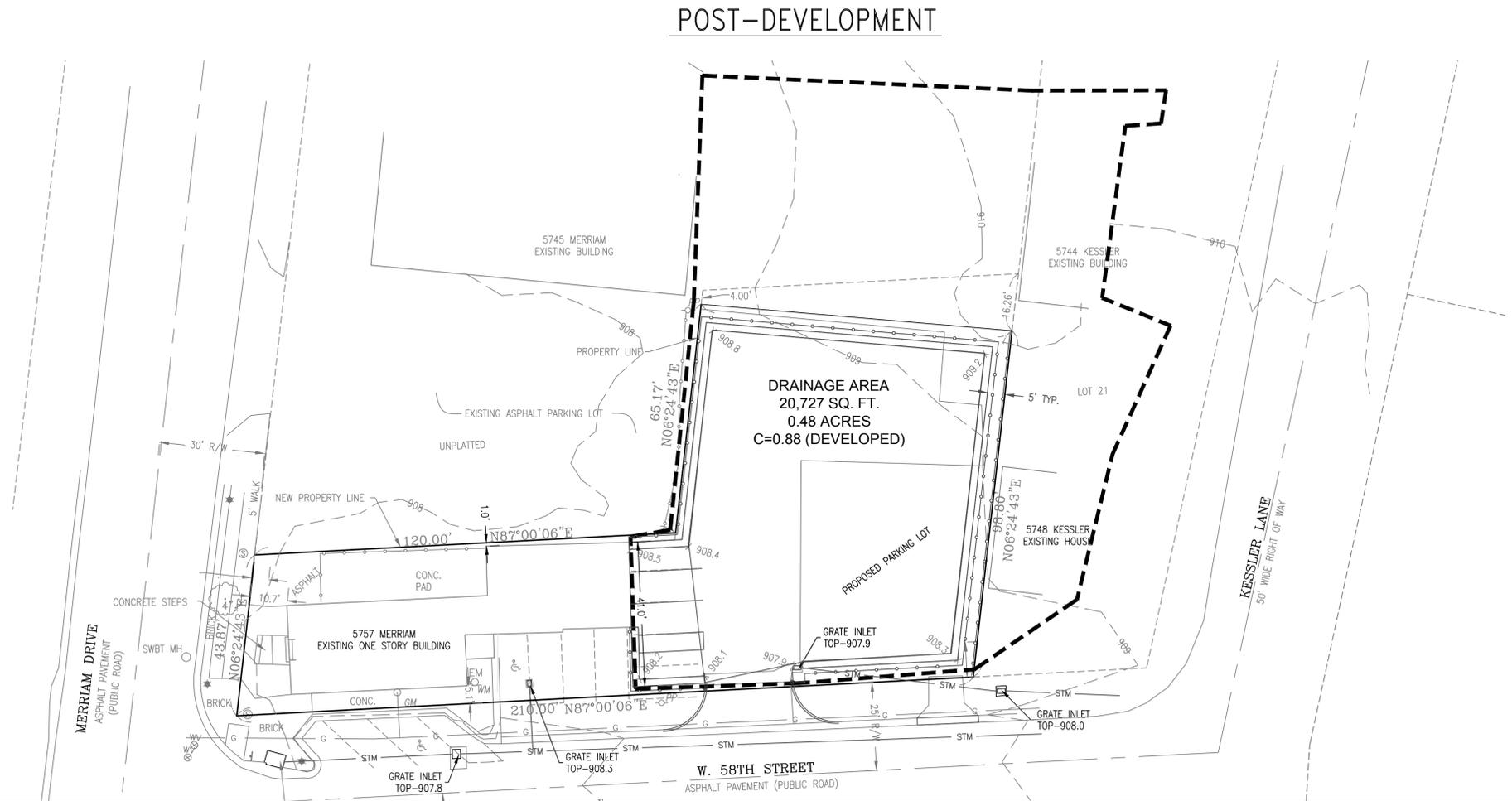
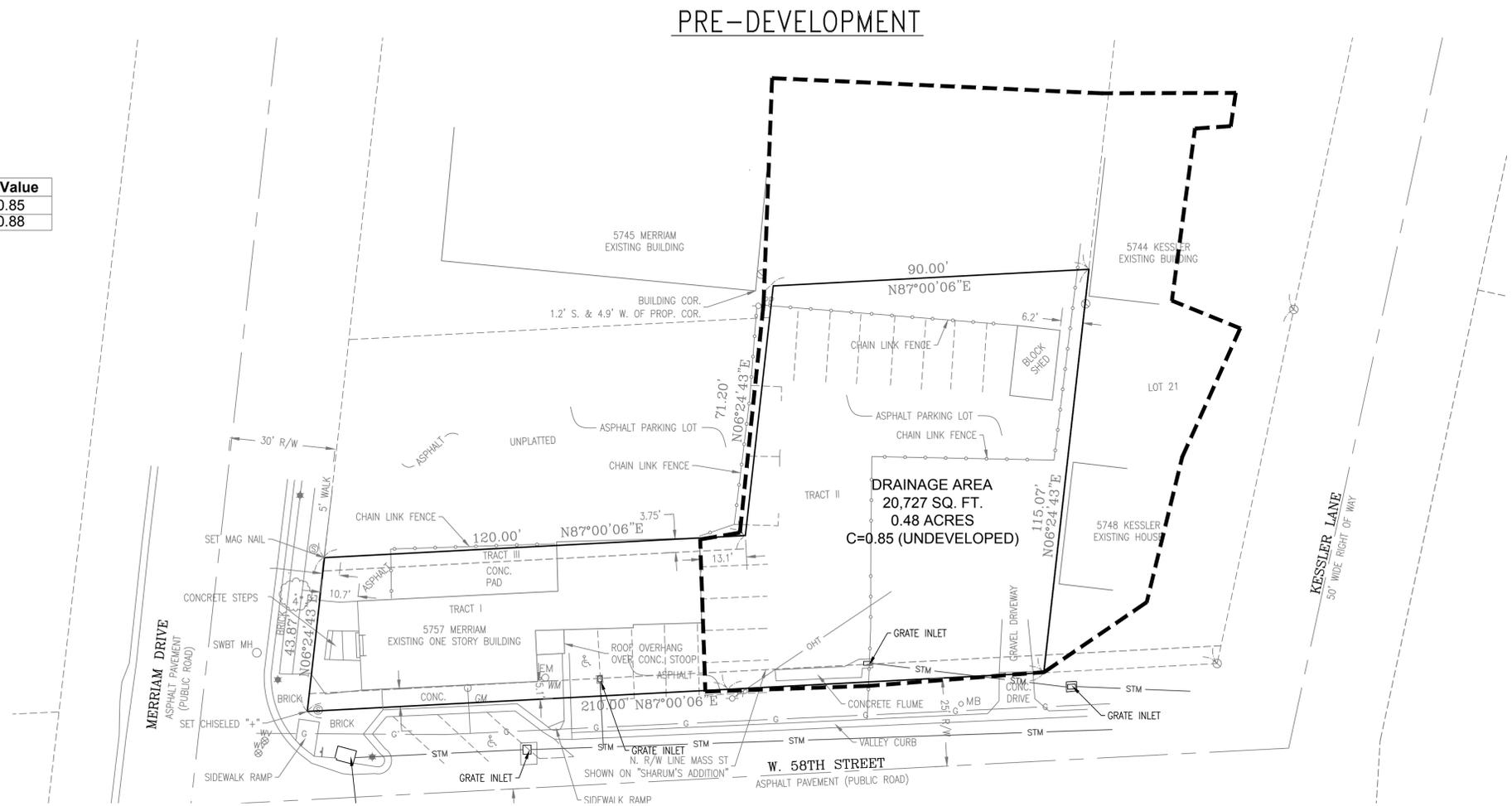
SHEET 3 OF 5

DRAINAGE AREAS

	Area		Pervious		Impervious		C-Value
Pre-Development	20,727 SF	(0.48) ac	1,837 SF	(0.04) ac	18,890 SF	(0.43) ac	0.85
Post-Development	20,727 SF	(0.48) ac	846 SF	(0.02) ac	19,881 SF	(0.46) ac	0.88

RELEASE RATES

	2-Year	10-Year	100-Year
Pre-Development	2.18 cfs	2.96 cfs	5.20 cfs
Post-Development	2.25 cfs	3.06 cfs	5.45 cfs



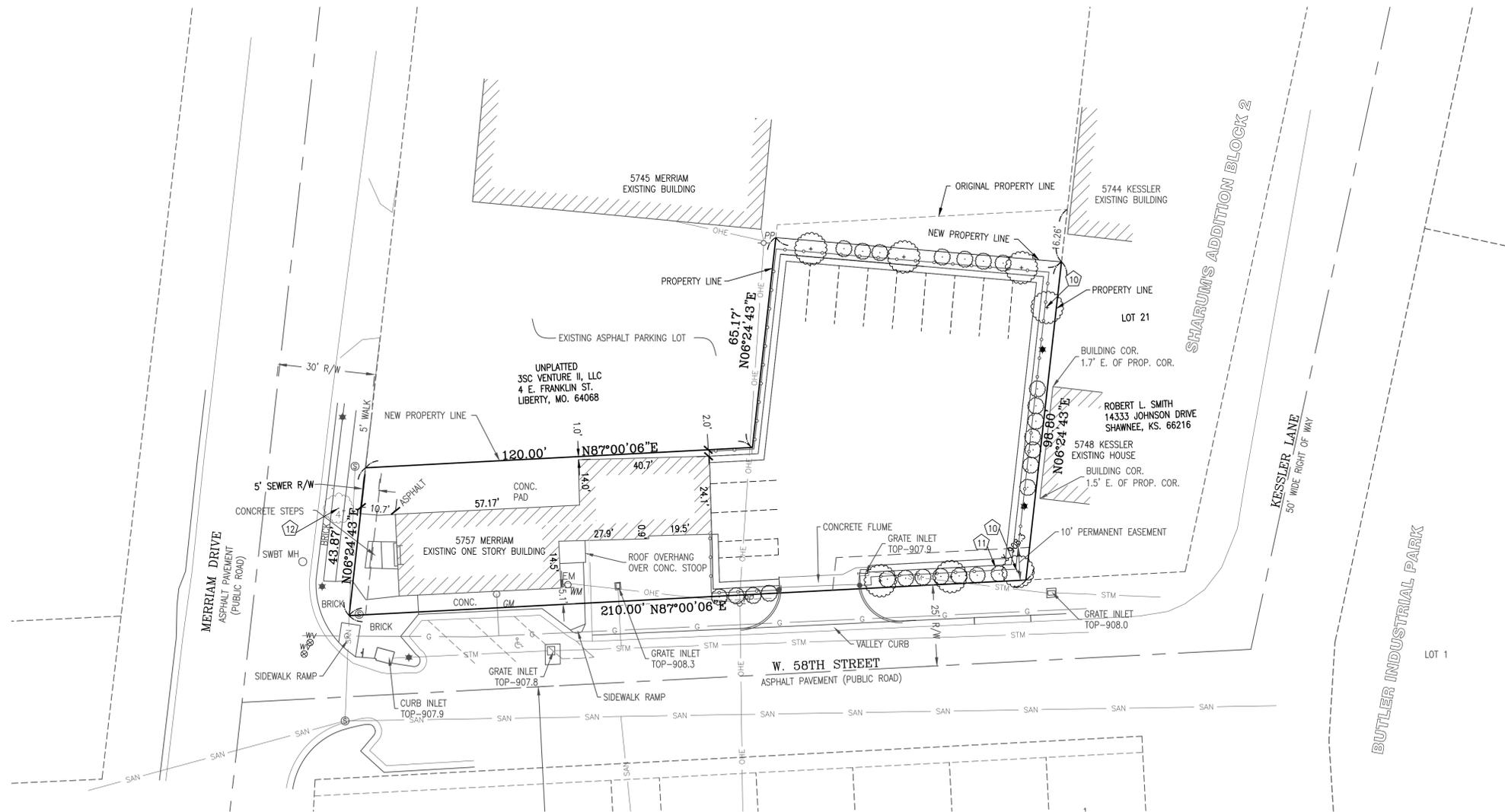
DATE	DESCRIPTION
6-30-20	INITIAL SUBMITTAL
7-23-20	CITY COMMENTS



DRAINAGE MAP
LOT 2, MERRIAM 58
5757 MERRIAM DRIVE
MERRIAM, KANSAS

BOUNDARY & CONSTRUCTION
SURVEYING, INC.
 821 NE COLUMBUS STREET SUITE 100, LEE'S SUMMIT, MO. 64083
 PH.# 816554-9798, FAX # 816554-0337

DRAINAGE PLAN
SCALE 1" = 20'
DATE 7-23-2020
JOB NO. 20-204
SHEET 4 OF 5



LANDSCAPE NOTES:

1. ALL DISTURBED AREAS NOT SPECIFIED AS LANDSCAPE AREA TO BE SODDED.
2. CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO INSTALLATION. NOTIFY ENGINEER IF FIELD CONDITIONS WARRANT ADJUSTMENT OF PLANT LOCATIONS.
3. CONTRACTOR IS RESPONSIBLE FOR LOCATING EXISTING UTILITIES AND ANY DAMAGE HE IS RESPONSIBLE FOR THAT MAY OCCUR TO EXISTING UTILITIES.
4. ENSURE FINAL GRADES IN LANDSCAPE AREAS AND GRASSED AREAS PROVIDE POSITIVE DRAINAGE.
5. PROVIDE A MINIMUM OF 6" OF CLEAN TOP SOIL, FREE OF DEBRIS AND PREFERABLY OF NATIVE SOIL IN LANDSCAPE AND GRASS AREAS.

SITE NOTES

- 107 - PLANT WASHINGTON HAWTHORN TREE
- 117 - PLANT DWARF YAUPON SHRUB
- 12 - EXISTING STREET TREE

LANDSCAPING

REQUIRED:

- 1 STREET TREE PER 50 FT OF STREET FRONTAGE
- 1 TREE PER 2,500 SQ FT OF REAR AND SIDE YARD (GREEN SPACE)
- 58TH STREET AND MERRIAM DRIVE ROAD FRONTAGE 250 FEET REQUIRED- 5 TREES
- GREEN SPACE AREA-1,275 SQ FT REQUIRED - 1
- TOTAL TREES REQUIRED- 6
- EXISTING TREES - 1
- PROVIDED TREES - 5
- TOTAL TREES - 6

DATE	DESCRIPTION
6-30-20	INITIAL SUBMITTAL
7-23-20	CITY COMMENTS



PRELIMINARY DEVELOPMENT PLAN
LOT 2, MERRIAM DRIVE
5757 MERRIAM DRIVE
MERRIAM, KANSAS

BOUNDARY & CONSTRUCTION SURVEYING, INC.
 821 NE COLUMBUS STREET SUITE 100, LEE'S SUMMIT, MO. 64063
 PH.# 816/554-9798, FAX # 816/554-0337

LANDSCAPE

SCALE
 1" = 20'
 DATE
 7-23-2020
 JOB NO.
 20-204

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO REZONE FROM C-2 (RETAIL COMMERCIAL) DISTRICT TO PUD-G (PLANNED UNIT DEVELOPMENT – GENERAL) DISTRICT RETAINING THE C-2 DISTRICT PERMITTED USES AND THE ASSOCIATED PRELIMINARY DEVELOPMENT PLAN, AS PRESENTED IN CASE NO. RZ20-000001/PUD20-000001, FOR PROPERTY LOCATED AT 5757 MERRIAM DRIVE AND 9224 W 58TH STREET IN THE CITY OF MERRIAM, JOHNSON COUNTY, KANSAS.

WHEREAS, the owner of the property legally described herein below made application to rezone properties commonly known as 5757 Merriam Drive and 9224 W 58th Street from C-2 (Retail Commercial) District to PUD-G (Planned Unit Development – General) District retaining the C-2 District permitted uses, as such may be amended from time to time, and for approval of the associated preliminary development plan (RZ20-000001/PUD20-000001);

WHEREAS, all newspaper and mailed notifications were performed and a public hearing was properly held before the City Planning Commission on August 5, 2020, and

WHEREAS, the Planning Commission recommended that the City Council approve the rezoning from C-2 (Retail Commercial) District to PUD-G (Planned Unit Development – General) District retaining the C-2 District permitted uses, as such may be amended from time to time, and for approval of the associated preliminary development plan (RZ20-000001/PUD20-000001), for the property located at 5757 Merriam Drive and 9224 W 58th Street.

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

SECTION 1. That the Governing Body, in making its decision on the rezoning request, considered the evidence forwarded to it by the city's Planning Commission including minutes from the meeting, staff report, and preliminary development plan, as well as the criteria contained in the Merriam Code and as required by Kansas Law.

SECTION 2. That the Governing Body, in making its decision on the preliminary development plan, considered the evidence forwarded to it by the City Planning Commission, as well as the criteria contained in the City's Zoning Regulations including Chapter 74, Article XV.

SECTION 3. The Governing Body hereby approves the rezoning and the associated preliminary development plan set forth in Case No. RZ20-000001/PUD20-000001 relating to the following property located in the City of Merriam, Johnson County, Kansas:

Legally Described as:
Lot 1, Merriam 58 Plat

Commonly Known as:
5757 Merriam Drive and 9224 W 58th Street

SECTION 4. The Governing Body has reviewed application documents, which include the staff report and Planning Commission minutes, which are hereby incorporated by reference. The

Governing Body places the following conditions on the approval:

1. The Community Development Director can administratively approve the final development plan.
2. The final plat shown in this preliminary development plan must be filed with the county prior to approval of the final development plan.
3. The final plat must be filed with the county prior to the issuance of building permits.
4. Issuance of a floodplain development permit is required for proposed improvements.
5. The subject property's PUD-G (Planned Unit District – General) District zoning classification will retain the uses associated with the subject property's existing C-2 (Retail Commercial) District.
6. Provide lighting details to determine that it meets Merriam Code requirements.
7. Change preliminary development plan title block from Lot 2 to Lot 1.
8. Show on the final development plan striping for the vehicle display parking area.
9. Show on the final development plan the removal of the seven (7) yaupon shrubs on the east side of the subject property.

SECTION 5. The Governing Body approves the rezoning from C-2 (Commercial Retail) District to PUD-G (Planned Unit Development – General) District retaining the C-2 District permitted uses, as such may be amended from time to time, and for approval of the associated preliminary development plan.

SECTION 6. This ordinance shall be in full force and effect from and after its passage, approval, and publication in the official city newspaper, all as provided by law.

PASSED by the Governing Body this 24th day of August, 2020.

APPROVED AND SIGNED by the Mayor this 24th day of August, 2020.

(Seal)

Ken Sissom, Mayor

ATTEST:

Juliana Pinnick, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney



SERVICE

MAKING A DIFFERENCE / CONTRIBUTION / SUPPORT / DEPENDABILITY / WELCOMING / EMPATHY / RESPECT

- » Take pride in connecting with and improving our community.
- » Exhibit a positive, caring, and welcoming disposition when assisting others.
- » Listen with genuine empathy, respect, and an open mind.
- » Provide accurate and timely responses to others' needs.

TEAMWORK

COLLABORATION / INCLUSIVE / RELATIONSHIPS / CAMARADERIE / LOYALTY / SELFLESSNESS / FLEXIBILITY / ENCOURAGEMENT / APPRECIATION

- » Celebrate successes of individuals and their contributions to the team.
- » Step in and assist whenever necessary and never say "that's not my job."
 - » Respectfully express opinions and allow others to do the same.
- » Cultivate productive team relationships and support each other, especially in times of need.

ACCOUNTABILITY

CREDIBILITY / TRUSTWORTHY / OWNERSHIP / RELIABILITY / INTEGRITY / TRANSPARENCY / RESOURCEFUL

- » Set the example by doing what's right and honoring commitments.
- » Seek feedback, openly accept suggestions, and promptly correct mistakes.
- » Acknowledge shortcomings and use the team's strength to overcome them.
- » Act with courage and principle and ensure other members of the team do the same.

EXCELLENCE

QUALITY / PERSONAL DEVELOPMENT / EXPERTS / INNOVATIVE / PROACTIVE

- » Rise above expectations and maximize use of talents.
- » Produce outstanding quality by surpassing ordinary standards.
- » Build expertise through continued training and education to stay at the top of your field.
 - » Uphold the high quality reputation our residents expect.

LEADERSHIP

KNOWLEDGEABLE / TRANSPARENCY / VISIONARY / RESPONSIBLE / ETHICS / MOTIVATION / RESPECT / PROFESSIONAL

- » Reinforce positive behaviors, recognize achievements, and be open to new ideas.
- » Clearly communicate expectations to convey the bigger picture.
- » Provide or request resources, tools, and guidance that create opportunities for success.
- » Foster an atmosphere of respect and inclusion where teammates desire to follow that lead.

DEDICATION

LOYALTY / COMMITMENT / PASSION / ZEAL / AMBITION / RESILIENCE / TOUGHNESS / PERSISTENCE

- » Accomplish goals with initiative, purpose, and ZEAL.
- » Work through obstacles to uphold the City's excellent reputation.
 - » Commit to a task and deliver results in a timely manner.
- » Strive to achieve objectives with a sense of pride and positive attitude.



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Employee Handbook Updates Related to New Performance Appraisal System
SUBMITTED BY: Meredith Hauck, Assistant City Administrator
MEETING DATE: August 24, 2020

PROJECT BACKGROUND/DESCRIPTION:

A critical component of Team Merriam's implementation of The Merriam Way values system is updating the performance appraisal system. The intent of the new program is to evaluate employees not only on how they perform their core job functions, but also on how they uphold our shared value system. City staff began working to design the new performance appraisal system last fall, and sought input from Department Heads, the Leadership Team (all frontline supervisors and above in the organization), and the Z-Team (the values and safety committee). These groups collaborated to develop a system that incorporated the values, was based on having honest performance conversations, and was straightforward to implement. In addition, the new system streamlines the connection between the employee's annual performance evaluation and their annual salary increase.

As part of the process to implement the new system, a number of policies in the Employee Handbook need to be updated. Red-lined versions of the impacted policies are included.

- Policy 3.04: Employment Classifications – Better define employment classifications, and add retiree classification (previously located in Policy 7.05) and elected official classification
- Policy 5.08: Miscellaneous Compensation Policies – Add red-circle pay information
- Policy 7.05: Sick Pay – Remove retiree definition and reference policy 3.04
- Policy 8.01: Performance Appraisals – Rewritten to reflect new process

Policy 3.04 and Policy 7.05 will go into effect upon approval. Policy 5.08 and 8.01 will go into effect on January 1, 2021.

CITY COUNCIL GOALS AND OBJECTIVES

2.2: Recruit and retain the best talent available within NE Johnson County

FINANCIAL IMPACT

Amount of Request/Contract: N/A

Amount Budgeted: N/A

Funding Source/Account #: N/A

SUPPORTING DOCUMENTS

- Policies 3.04, 5.08, 7.05, and 8.01
- Resolution amending the Employee Handbook of Merriam, Kansas

ACTION NEEDED/STAFF RECOMMENDATION

Motions to approve policies 3.04, 5.08, 7.05, and 8.01

City of Merriam Employee Handbook

Chapter Title: Recruitment, Hiring, and Employment

Chapter Number: 3

Section Title: Employment Classification

Section Number: 3.04

Effective Date: January 1, 2005

Revision Date: June 2016

Revision Date: DRAFT

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Full-Time Regular

Full-time regular employment consists of at least 40 hours of work each week. This includes both exempt and non-exempt classifications (as defined in the Fair Labor Standards Act – FLSA). Regular full-time employees are eligible for benefits.

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Part-Time Benefit-Eligible

Part-time benefit-eligible employees are those whose work hours are at least 20 hours per week, but fewer than 40 hours per week. The scope of benefits received may vary proportionately with the number of hours typically scheduled for a part-time benefit-eligible employee. Certain benefits may not be available to part-time benefit-eligible employees.

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Part-Time Non-Benefit-Eligible

Regular part-time employees are those employees who are employed on an on-going basis who are not benefit-eligible and in no case may work more than 1,000 hours in a calendar year.

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Temporary/Seasonal

Temporary/seasonal employees are those typically hired for a period of less than six months. Temporary/seasonal employees may be FLSA exempt or FLSA non-exempt, but are only eligible to receive benefits mandated by law (e.g. social security, workers compensation). Temporary/seasonal employees are not entitled to sick leave, vacation pay, or holiday pay. As outlined by the FLSA, seasonal aquatic personnel are not entitled to overtime pay.

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Retiree

A retiree is an individual who leaves employment and immediately begins receiving retirement benefits through the KPERS or KP&F Retirement Systems.

This handbook and the personnel policies referenced do not constitute or imply a contract, agreement, promise or guarantee of employment or continued employment. The City reserves the right to change these policies at any time and without prior notice to employees.

Elected Officials

Elected officials are not considered employees of the City and are therefore not covered by the policies outlined in this handbook. They may, however, receive compensation and some benefits, as outlined in the City Code and Governing Body Rules.

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Changing Classifications

Employees hired in any employment classification and move into a different category at a later date will retain their original hire date as their anniversary date for evaluations and for calculating years of service. If an employee moves from a non-benefit eligible classification to a benefit-eligible classification, the date that occurs will be date used to calculate benefit accruals.

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Classification Plan

A position compensation plan, based upon and graded according to assigned work duties and responsibilities, is developed and maintained to provide standardization and proper classification of all positions in the service of the City. With approval of the Governing Body, new positions may be established, combined, or abolished.

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This handbook and the personnel policies referenced do not constitute or imply a contract, agreement, promise or guarantee of employment or continued employment. The City reserves the right to change these policies at any time and without prior notice to employees.

City of Merriam Employee Handbook

Chapter Title: Compensation Policies
Chapter Number: 5
Section Title: Miscellaneous
Section Number: 5.08

Effective Date: January 1, 2005
Revision Date: June 2016
Revision Date: **DRAFT**

Expense Reimbursement

An employee will be reimbursed for reasonable expenses incurred in completing his/her work-related assignment in accord with the policies established by the City. Each employee is responsible for providing verified receipts for any expense for which reimbursement is required.

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Promotions, Lateral Job Changes, Demotions, and Change in Status

Promotions are those job changes that result in advancement to a job classification with a higher salary range as outlined in the Compensation plan. Salary increases for promotions are subject to approval by the Department Head and City Administrator, in accordance with approved budget limits. The amount of salary increase granted upon promotion shall be 5%, or to the minimum of the salary range for that new job classification, whichever is greater. However, the Department Head, subject to approval by the City Administrator, shall have the ability to grant a promotional increase greater than 5% provided it is within the employee's new salary range.

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Lateral job moves are changes to another job classification with the same salary range. An employee taking a lateral transfer, whether by the employee's request or the Department Head's, will retain the same amount of accrued leave and seniority. If the employee's current salary is in the approved salary range, they will not receive any reduction or increase in pay as a result of a lateral move.

Demotions require an employee to change to a job classification with a lower salary range. The demotion may be the result of a disciplinary action, a job reclassification or unsatisfactory work performance. The employee's new salary will be determined by the Department Head and City Administrator and there will likely be a reduction in pay.

A change in status occurs when an employee moves from a part-time position to a full-time position. Employees moving from part-time to full-time will not automatically

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receive an increase in compensation. Typically, a salary increase will not be granted if the full-time position is the same salary range as the part-time position; however the City Administrator has the ability to grant an increase based upon the needs and budgetary limitations of the City upon request of the Department Head.

The City reserves the right to make decisions regarding job changes at its discretion.

Temporary Designations

A temporary designation to an interim position must be approved by the City Administrator or designee prior to the employee being placed in such position. An employee serving in an interim position will assume all of the duties and authority of the open position and will meet the minimum qualifications as outlined in the job description. Compensation for an employee in an interim position will be increased to at least the minimum of the pay range of the interim position, or 5%, whichever is greater.

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A temporary pay increase may also be authorized when an employee is requested to perform higher level responsibilities, in addition to their normal duties, for a minimum of 30 days up to 12 months, due to a vacancy or extended leave of another employee. Compensation for an employee taking on increased duties will be 2.5% and must be approved by the City Administrator or designee prior to the employee taking on the additional responsibilities.

Exceptional circumstances will be considered by the City Administrator for application of this policy on a case-by-case basis.

Red-Circle Pay

When an employee receives an annual merit increase that would push their salary beyond the maximum for their range, their base rate will be frozen at the top of the salary range and they will receive "red-circle pay" for the remainder of the increase due. This compensation will be paid out equally across 26 pay periods. If an employee leaves employment prior to receiving the full amount of their red-circle pay, the remainder will be forfeited.

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City of Merriam

Employee Handbook

Chapter Title: Leave Time
Chapter Number: 7
Section Title: Sick
Section Number: 7.05

Effective: January 1, 2005
Revised: January 1, 2007
Revised: June 1, 2012
Revised: July 23, 2012
Revised: August 27, 2012
Revised: June 2016
Revised: [DRAFT](#)

Sick leave may be used, when it has accrued, if the employee misses work for personal illness or health care appointments or treatments, to care for members of his/her immediate family during illness, or for health care appointments for family members. Immediate family, for the purposes of sick leave, is defined as an employee's spouse, *domestic partner, children, step-children, or parent, including in-laws.

Accrual

Sick leave accrues per pay period at the following rates: Regular full-time employees 3.70 hours, benefit-eligible part-time employees working 30-32 hours per week 2.78 hours; and benefit-eligible part-time employees working 20 hours per week 1.85 hours. An employee may use sick leave as it is accumulated even during the introductory period of employment.

Employees may not carry over from one payroll year to the next more than the following accrued sick leave: Regular full-time employees 520 hours; benefit-eligible $\frac{3}{4}$ time employees 390 hours; and benefit-eligible $\frac{1}{2}$ time employees 260 hours. The City will review each employee's accrued sick leave on an annual basis. Regular full-time, and benefit-eligible part-time employees having balances above the allowed carry over hours will receive a payout based on their salary as of January 1st at a rate of 20% for all hours above the maximum allowable accumulation.

Usage

Employees, when using sick leave for health care appointments, are required to notify their supervisor or Department Head at least a day in advance of the requested sick leave day. For all other uses of sick leave, the employee must report to his/her Department Head pursuant to the department guidelines. Failure to report sick leave pursuant to the guidelines may result in the denial of sick leave and/or disciplinary action.

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An employee must keep the Department Head informed daily of his/her condition. A medical certificate may be required for any absence of more than three (3) consecutive work days or in the case of suspected abuse of sick leave. Failure to fulfill these requirements may result in a denial of sick leave and/or disciplinary action.

Miscellaneous Provisions

Employees who have exhausted their sick leave and request additional time off, must use all other paid leave prior to taking leave without pay.

Time spent recuperating from an illness that strikes an employee while on vacation leave can be taken as sick leave with proper documentation as determined by the Department Head. As soon as possible, the employee's vacation leave should be changed in the time and attendance system to reflect the hours claimed as sick leave.

Sick leave does not count as hours worked for purposes of calculating overtime.

Separation of Employment

An employee separating employment in good standing after 120 months (10 years) of consecutive full time or benefit-eligible part-time service will be compensated for accrued and unused sick leave as follows:

Payment will be at the rate of pay the employee is earning at time of separation. Payments will be based on one percent (1%) increments per completed year of service at time of separation up to thirty (30) years of service. Partial years of service will not be included for purposes of calculating the applicable percentage.

Example: John Doe is earning \$16.50 per hour. He has 28.50 years of City service. John has accrued 593 hours of sick leave up to his separation date. John will receive payment for 28% of sick hours he accrued through his separation date.

Calculation:

- 593 (hours accrued) X 28% (28 full years of service) = 166.04 hours
- John will be paid 166.04 accrued hours X \$16.50 per hour = \$2,739.66 gross

The calculation formula is for both full time employees and benefit-eligible part time employees.

Retirement

Employees retiring from City employment [per the definition in Policy 3.04](#) after 120 months (10 years) of consecutive full-time or benefit eligible part-time service will be compensated for 30% of accrued and unused sick leave. [Eligibility for retirement with the City of Merriam is defined as being eligible to retire through the KPERS or KP&F Retirement Systems with immediate retirement benefits.](#)

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Employees leaving City employment who do not meet the qualifications for a sick leave pay out as defined in the sections above ~~for purposes other than retirement or termination in good standing~~ will not be compensated for accrued and unused sick leave.

*Domestic Partner, for the sake of this policy, is defined as a relationship characterized by emotional and financial commitment and interdependence – regardless of gender.

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City of Merriam Employee Handbook

Chapter Title: Performance Appraisals
Chapter Number: 8
Section Title: General
Section Number: 8.01
Effective Date: January 1, 2005
Revision Date: June 26, 2006
Revision Date: June 2016
Revision Date: DRAFT

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~~The City's performance appraisal process is a state of the art pay and classification system which was designed specifically for the City of Merriam. The objectives of the performance appraisal system include:~~

- ~~• Provide fair and objective means for measuring an employee's performance in accordance with set guidelines;~~
- ~~• Initiate and maintain a flow of valuable communication between employee and supervisor;~~
- ~~• Identify employee strengths and opportunities for improvement;~~
- ~~• Provide background needed in order to devise goals for improving employee performance;~~
- ~~• Provide information to be used to develop employees for more responsible, higher level positions;~~
- ~~• Identify areas of performance where the employee needs training;~~
- ~~• Provide information to be used as a factor in promotions, pay increases, transfers, reclassifications, layoffs, and successful completion of the introductory period.~~

~~Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day to day basis. Formal performance appraisals are conducted annually on the employee's original anniversary date, with the exception of Department Heads. Department Heads will be evaluated at the end of the calendar year. Special appraisals may occur at any time to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.~~

~~Employees employed as part-time benefit eligible who accept full-time employment with the City will retain their original date of hire for purposes of calculating years of service, benefit accruals and anniversary date for annual evaluations.~~

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~~Employees employed as part-time, but not benefit-eligible, who accept full-time employment with the City will retain their original date of hire for purposes of calculating years of service only. Benefit accruals and anniversary date for annual evaluations will be the date employee moved to full-time.~~

General

~~An employee must receive a performance appraisal of at least satisfactory/meets expectations or equivalent, on their performance appraisal in order to be eligible for an annual merit increase. An employee's rating on their performance appraisal determines their merit increase, subject to annual budgetary appropriations.~~

~~The performance appraisal will be completed by the employee's immediate supervisor. The immediate supervisor is the one who assigns and directs the employee's work, checks or inspects the work for proper methods and results, is responsible for discipline, and is immediately responsible for the work of the employee.~~

~~Returning seasonal/temporary employees will not receive a performance appraisal however, may receive an annual salary increase as appropriate for their position.~~

Unsatisfactory Rating

~~An employee receiving an unsatisfactory rating (or equivalent) overall, shall not be eligible for a merit increase and shall be rated again in thirty (30) to ninety (90) calendar days by the supervisor. An unsatisfactory rating shall be grounds for disciplinary action or dismissal. No employee who has received an overall unsatisfactory rating shall be considered for a promotion while an unsatisfactory rating is in effect.~~

The City's performance appraisal program works in coordination with the City's pay and classification system. It is designed to maintain an equitable performance assessment process for employees and ensure that employees receive an honest assessment of their performance on a regular and timely basis. The use of performance assessments by the City does not alter the at-will employment status of any employee and an employee may be terminated at any time with or without cause or notice.

Schedule and Eligibility

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance appraisals are conducted annually on the employee's original anniversary date, with the exception of Department Heads who are evaluated at the end of the calendar year. In addition to the formal performance appraisal, at least one documented mid-year check in must occur during the appraisal year. Special appraisals may occur at any time to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses,

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encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Employees who are employed as part-time who accept full-time employment with the City will retain their original date of hire as their anniversary date.

Seasonal/temporary employees and non-benefit eligible part-time employees are not required to receive a performance appraisal, however, these employees may receive an annual salary increase as appropriate for their position.

Overall Rating

An employee must receive a performance appraisal rating of “successful” in order to be eligible for an annual merit increase, which is set during open enrollment and is subject to annual budgetary appropriations.

If an employee receives a rating of “needs improvement” on their annual performance appraisal, they will be placed on a 60-day performance improvement plan. If the employee successfully completes the performance improvement plan, they will receive the annual merit increase. This pay adjustment will be retroactive to their anniversary date.

If an employee does not successfully complete the performance improvement plan, the employee may be terminated. Upon approval by Human Resources, the performance improvement plan may be extended for a specific period of time based on situation-specific circumstances, including the needs of the organization.

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AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Employee Handbook Update – Holiday Pay
SUBMITTED BY: Meredith Hauck, Assistant City Administrator
MEETING DATE: August 24, 2020

PROJECT BACKGROUND/DESCRIPTION:

In January 2019, the City implemented a new payroll software (Paylocity). During this upgrade, we discovered our current holiday pay policy is not designed to be automated by rules in a software system, and requires manual manipulation when the observed holiday is different from the actual holiday. This policy update would streamline the holiday policy to allow it to be automatically calculated by the payroll software.

Summary of Current Policy:

1. All full-time and benefit-eligible part-time employees receive eight hours of holiday pay on the City observed holiday
2. All non-exempt (hourly) full-time employees and all benefit-eligible part-time employees who are scheduled to work on the *observed* holiday are paid at their overtime rate for any hours worked
3. All non-exempt (hourly) full-time employees and all benefit-eligible part-time employees who are scheduled to work on the *actual* holiday are paid at their overtime rate for any hours worked
4. If the above-reference employee is scheduled to work on *both* the observed holiday and the actual holiday, they can only be paid at their overtime rate for one of these days

Proposed Change: Remove Point #4 from above – employees would receive overtime pay on both the observed holiday and the actual holiday regardless of if they are scheduled to work both.

In 2021, this change would impact three holidays: 4th of July, Christmas and New Year's.

CITY COUNCIL GOALS AND OBJECTIVES

2.2: Recruit and retain the best talent available within NE Johnson County

FINANCIAL IMPACT

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

SUPPORTING DOCUMENTS

- Policy 7.02 Holiday Pay
- Resolution Amending Employee Handbook of Merriam, Kansas

ACTION NEEDED/STAFF RECOMMENDATION

Motion to approve policy 7.02

City of Merriam Employee Handbook

Chapter Title: Leave Time
Chapter Number: 7
Section Title: Holidays
Section Number: 7.02

Effective Date: January 1, 2005
Revision Date: June 2016
[August 2020](#)

Holidays

The following holidays are typically observed by the City. At the end of each year, the Governing Body designates by resolution the holidays to be observed for the following year.

- New Year's Day, January 1st
- Martin Luther King, Jr. Day, 3rd Monday in January
- Memorial Day, last Monday in May
- Independence Day, July 4th
- Labor Day, 1st Monday in September
- Thanksgiving Day and the day after, 4th Thursday in November and the next day
- Christmas Day, December 25th

A recognized holiday that falls on a Saturday will be observed on the preceding Friday.
A recognized holiday that falls on a Sunday will be observed on the following Monday.

Payment for Holidays

The City will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Regular full-time employees and benefit eligible part-time employees will receive eight (8) hours holiday pay. ~~Benefit eligible part-time employees will receive holiday pay in accordance with the employee's regular work schedule equal to the number of hours they normally and regularly work.~~

Eligibility for holiday pay requires that the employee be in paid-active status the scheduled workday before and after the holiday.

All Federal Standards Labor Act (FLSA) non-exempt benefit-eligible employees who are required to work on a city-observed holiday shall be paid holiday pay plus time and one-half their regular rate of pay for all hours worked on the observed holiday. All FLSA

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exempt benefit-eligible employees will receive their normal weekly salary during a week that includes an observed holiday(s), whether or not they work on the day the holiday is observed.

If the designated and observed holiday differs from the actual holiday, non-exempt employees who ~~only~~ work on the actual holiday will receive time and one-half their regular rate of pay for the time worked on the holiday in addition to the holiday pay (for the observed holiday). ~~An employee who works both the City observed and designated holiday and the actual holiday will only be paid time and one half for the hours worked on actual holiday or the observed holiday, but not both.~~

Examples:

City observed and designated holiday is Friday.
Actual holiday is Saturday.

1. *Employee works a regular eight (8) hour shift. Employee works his/her regular shift on Friday; Saturday is the employee's regularly scheduled day off.*

Employee will be paid for eight (8) hour *holiday pay*, eight (8) hours at time and one-half for hours actually worked on Friday, and receive no compensation for Saturday (day off). Total compensation: 20 hours.

2. *Employee works a regular eight (8) hours shift. Employee's regular day off is Friday. Employee works his/her regular shift on Saturday (actual holiday).*

Employee will be paid for eight (8) hours *holiday pay*, no compensation for Friday, and time and one-half for all hours actually worked on Saturday. Total compensation: 20 hours.

3. *Employee works a regular eight (8) hour shift. Employee's regular work schedule includes working both Friday and Saturday. Employee works a regular shift on both days.*

Employee will be paid for eight (8) hours *holiday pay*, eight (8) hours at time and one-half for ~~either Friday or Saturday, and plus~~ eight (8) hours at ~~time and one-half straight time for either Friday or for~~ Saturday. Total compensation: ~~28-32~~ hours.

Holiday hours, if on an employee's regularly scheduled shift, Hours worked on either observed or actual holidays shall count as hours worked for purposes of calculating overtime.

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RESOLUTION NO. _____

A RESOLUTION ADOPTING AN AMENDMENTS TO THE “EMPLOYEE HANDBOOK OF MERRIAM, KANSAS” PURSUANT TO SECTION 2-60 OF THE CODE OF ORDINANCES OF THE CITY OF MERRIAM, KANSAS.

WHEREAS, Section 2-60 of the Code of Ordinances provides that the “Employee Handbook of Merriam, Kansas” be adopted for the purpose of establishing personnel rules and regulations for the City;

WHEREAS, Section 2-60 further provides that such rules and regulations may be amended from time to time by resolution; and

WHEREAS, the Governing Body determines that it is advisable to amend said rules and regulations.

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

Section 1. Amendment. The Employee Handbook of Merriam, Kansas is hereby amended to read as set forth in Exhibit 1, attached hereto and incorporated herein by reference.

Section 2. Official Copy. In accordance with Section 2-60 of the Merriam Code, each “Official Copy” of the Employee Handbook of Merriam, Kansas on file with the City Clerk and each official department copy of said handbook, shall be updated to include the amendment adopted hereby.

Section 3. Effective Date. This Resolution and the amendment to the “Employee Handbook of Merriam, Kansas” policy 3.04, 7.02, 7.05 set forth herein shall take effect upon such adoption by the Governing Body and the provisions hereof shall be applied.

Section 4. Effective Date. Amendments to the “Employee Handbook of Merriam, Kansas” policy, 5.08, and 8.01 set forth herein shall take effect on January 1, 2021.

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

Ken Sissom, Mayor

(SEAL)

ATTEST:

Juliana Pinnick, City Clerk

Exhibit 1

City of Merriam

Employee Handbook

Chapter Title: Recruitment, Hiring, and Employment

Chapter Number: 3

Section Title: Employment Classification

Section Number: 3.04

Effective Date: January 1, 2005

Revision Date: June 2016

Revision Date: August 24, 2020

Full-Time Regular

Full-time regular employment consists of at least 40 hours of work each week. This includes both exempt and non-exempt classifications (as defined in the Fair Labor Standards Act – FLSA). Regular full-time employees are eligible for benefits.

Part-Time Benefit-Eligible

Part-time benefit-eligible employees are those whose work hours are at least 20 hours per week, but fewer than 40 hours per week. The scope of benefits received may vary proportionately with the number of hours typically scheduled for a part-time benefit-eligible employee. Certain benefits may not be available to part-time benefit-eligible employees.

Part-Time Non-Benefit-Eligible

Regular part-time employees are those employees who are employed on an on-going basis who are not benefit-eligible and in no case may work more than 1,000 hours in a calendar year.

Temporary/Seasonal

Temporary/seasonal employees are those typically hired for a period of less than six months. Temporary/seasonal employees may be FLSA exempt or FLSA non-exempt, but are only eligible to receive benefits mandated by law (e.g. social security, workers' compensation). Temporary/seasonal employees are not entitled to sick leave, vacation pay, or holiday pay. As outlined by the FLSA, seasonal aquatic personnel are not entitled to overtime pay.

Retiree

A retiree is an individual who leaves employment and immediately begins receiving retirement benefits through the KPERS or KP&F Retirement Systems.

Elected Officials

Elected officials are not considered employees of the City and are therefore not covered by the policies outlined in this handbook. They may, however, receive compensation and some benefits, as outlined in the City Code and Governing Body Rules.

Changing Classifications

Employees hired in any employment classification and move into a different category at a later date will retain their original hire date as their anniversary date for evaluations and for calculating years of service. If an employee moves from a non-benefit eligible classification to a benefit-eligible classification, the date that occurs will be date used to calculate benefit accruals.

Classification Plan

A position compensation plan, based upon and graded according to assigned work duties and responsibilities, is developed and maintained to provide standardization and proper classification of all positions in the service of the City. With approval of the Governing Body, new positions may be established, combined, or abolished.

City of Merriam

Employee Handbook

Chapter Title: Compensation Policies

Chapter Number: 5

Section Title: Miscellaneous

Section Number: 5.08

Effective Date: January 1, 2005

Revision Date: June 2016

Revision Date: August 24, 2020

Effective Date: January 1, 2021

Expense Reimbursement

An employee will be reimbursed for reasonable expenses incurred in completing his/her work-related assignment in accord with the policies established by the City. Each employee is responsible for providing verified receipts for any expense for which reimbursement is required.

Promotions, Lateral Job Changes, Demotions, and Change in Status

Promotions are those job changes that result in advancement to a job classification with a higher salary range as outlined in the Compensation plan. Salary increases for promotions are subject to approval by the Department Head and City Administrator, in accordance with approved budget limits. The amount of salary increase granted upon promotion shall be 5%, or to the minimum of the salary range for that new job classification, whichever is greater. However, the Department Head, subject to approval by the City Administrator, shall have the ability to grant a promotional increase greater than 5% provided it is within the employee's new salary range.

Lateral job moves are changes to another job classification with the same salary range. An employee taking a lateral transfer, whether by the employee's request or the Department Head's, will retain the same amount of accrued leave and seniority. If the employee's current salary is in the approved salary range, they will not receive any reduction or increase in pay as a result of a lateral move.

Demotions require an employee to change to a job classification with a lower salary range. The demotion may be the result of a disciplinary action, a job reclassification or unsatisfactory work performance. The employee's new salary will be determined by the Department Head and City Administrator and there will likely be a reduction in pay.

A change in status occurs when an employee moves from a part-time position to a full-time position. Employees moving from part-time to full-time will not automatically receive an increase in compensation. Typically, a salary increase will not be granted if the full-time position is the same salary range as the part-time position; however, the City Administrator has the ability to grant an increase based upon the needs and budgetary limitations of the City upon request of the Department Head.

The City reserves the right to make decisions regarding job changes at its discretion.

Temporary Designations

A temporary designation to an interim position must be approved by the City Administrator or designee prior to the employee being placed in such position. An employee serving in an interim position will assume all of the duties and authority of the open position and will meet the minimum qualifications as outlined in the job description. Compensation for an employee in an interim position will be increased to at least the minimum of the pay range of the interim position, or 5%, whichever is greater.

A temporary pay increase may also be authorized when an employee is requested to perform higher level responsibilities, in addition to their normal duties, for a minimum of 30 days up to 12 months, due to a vacancy or extended leave of another employee. Compensation for an employee taking on increased duties will be 2.5% and must be approved by the City Administrator or designee prior to the employee taking on the additional responsibilities.

Exceptional circumstances will be considered by the City Administrator for application of this policy on a case-by-case basis.

Red-Circle Pay

When an employee receives an annual merit increase that would push their salary beyond the maximum for their range, their base rate will be frozen at the top of the salary range and they will receive “red-circle pay” for the remainder of the increase due. This compensation will be paid out equally across 26 pay periods. If an employee leaves employment prior to receiving the full amount of their red-circle pay, the remainder will be forfeited.

City of Merriam Employee Handbook

Chapter Title: Leave Time

Chapter Number: 7

Section Title: Holidays

Section Number: 7.02

Effective Date: January 1, 2005

Revision Date: June 2016

Revision Date: August 24, 2020

Holidays

The following holidays are typically observed by the City. At the end of each year, the Governing Body designates by resolution the holidays to be observed for the following year.

- New Year's Day, January 1st
- Martin Luther King, Jr. Day, 3rd Monday in January
- Memorial Day, last Monday in May
- Independence Day, July 4th
- Labor Day, 1st Monday in September
- Thanksgiving Day and the day after, 4th Thursday in November and the next day
- Christmas Day, December 25th

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

Payment for Holidays

The City will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Regular full-time employees and benefit eligible part-time employees will receive eight (8) hours holiday pay.

Eligibility for holiday pay requires that the employee be in active status the scheduled workday before and after the holiday.

All Federal Standards Labor Act (FLSA) non-exempt benefit-eligible employees who are required to work on a city-observed holiday shall be paid holiday pay plus time and one-half their regular rate of pay for all hours worked on the observed holiday. All FLSA exempt benefit-eligible employees will receive their normal weekly salary during a week that includes an observed holiday(s), whether or not

they work on the day the holiday is observed.

If the designated and observed holiday differs from the actual holiday, non-exempt employees who work on the actual holiday will receive time and one-half their regular rate of pay for the time worked on the holiday in addition to the holiday pay (for the observed holiday).

Examples

City observed and designated holiday is Friday.

Actual holiday is Saturday.

1. *Employee works a regular eight (8) hour shift. Employee works his/her regular shift on Friday; Saturday is the employee's regularly scheduled day off.*

Employee will be paid for eight (8) hour *holiday pay*, eight (8) hours at time and one-half for hours actually worked on Friday, and receive no compensation for Saturday (day off). Total compensation: 20 hours.

2. *Employee works a regular eight (8) hours shift. Employee's regular day off is Friday. Employee works his/her regular shift on Saturday (actual holiday).*

Employee will be paid for eight (8) hours *holiday pay*, no compensation for Friday, and time and one-half for all hours actually worked on Saturday. Total compensation: 20 hours.

3. *Employee works a regular eight (8) hour shift. Employee's regular work schedule includes working both Friday and Saturday. Employee works a regular shift on both days.*

Employee will be paid for eight (8) hours *holiday pay*, eight (8) hours at time and one-half for Friday, plus eight (8) hours at time and one-half for Saturday. Total compensation: 32 hours.

Hours worked on either observed or actual holidays shall count as hours worked for purposes of calculating overtime.

City of Merriam

Employee Handbook

Chapter Title: Leave Time
Chapter Number: 7
Section Title: Sick
Section Number: 7.05

Effective: January 1, 2005
Revised: January 1, 2007
Revised: June 1, 2012
Revised: July 23, 2012
Revised: August 27, 2012
Revised: June 2016
Revised: August 24, 2020

Sick leave may be used, when it has accrued, if the employee misses work for personal illness or health care appointments or treatments, to care for members of his/her immediate family during illness, or for health care appointments for family members. Immediate family, for the purposes of sick leave, is defined as an employee's spouse, *domestic partner, children, step-children, or parent, including in-laws.

Accrual

Sick leave accrues per pay period at the following rates: Regular full-time employees 3.70 hours, benefit-eligible part-time employees working 30-32 hours per week 2.78 hours; and benefit-eligible part-time employees working 20 hours per week 1.85 hours. An employee may use sick leave as it is accumulated even during the introductory period of employment.

Employees may not carry over from one payroll year to the next more than the following accrued sick leave: Regular full-time employees 520 hours; benefit-eligible $\frac{3}{4}$ time employees 390 hours; and benefit-eligible $\frac{1}{2}$ time employees 260 hours. The City will review each employee's accrued sick leave on an annual basis. Regular full-time, and benefit-eligible part-time employees having balances above the allowed carry over hours will receive a payout based on their salary as of January 1st at a rate of 20% for all hours above the maximum allowable accumulation.

Usage

Employees, when using sick leave for health care appointments, are required to notify their supervisor or Department Head at least a day in advance of the requested sick leave day. For all other uses of sick leave, the employee must report to his/her Department Head pursuant to the department guidelines. Failure to report sick leave pursuant to the guidelines may result in the denial of sick leave and/or disciplinary action.

An employee must keep the Department Head informed daily of his/her condition. A medical certificate may be required for any absence of more than three (3) consecutive work days or in the case of suspected abuse of sick leave. Failure to fulfill these requirements may result in a denial of sick leave and/or disciplinary action.

Miscellaneous Provisions

Employees who have exhausted their sick leave and request additional time off, must use all other paid leave prior to taking leave without pay.

Time spent recuperating from an illness that strikes an employee while on vacation leave can be taken as sick leave with proper documentation as determined by the Department Head. As soon as possible, the employee's vacation leave should be changed in the time and attendance system to reflect the hours claimed as sick leave.

Sick leave does not count as hours worked for purposes of calculating overtime.

Separation of Employment

An employee separating employment in good standing after 120 months (10 years) of consecutive full time or benefit-eligible part-time service will be compensated for accrued and unused sick leave as follows:

Payment will be at the rate of pay the employee is earning at time of separation. Payments will be based on one percent (1%) increments per completed year of service at time of separation up to thirty (30) years of service. Partial years of service will not be included for purposes of calculating the applicable percentage.

Example: John Doe is earning \$16.50 per hour. He has 28.50 years of City service. John has accrued 593 hours of sick leave up to his separation date. John will receive payment for 28% of sick hours he accrued through his separation date.

Calculation:

- $593 \text{ (hours accrued)} \times 28\% \text{ (28 full years of service)} = 166.04 \text{ hours}$
- $\text{John will be paid } 166.04 \text{ accrued hours} \times \$16.50 \text{ per hour} = \$2,739.66 \text{ gross}$

The calculation formula is for both full time employees and benefit-eligible part time employees.

Retirement

Employees retiring from City employment per the definition in Policy 3.04 after 120 months (10 years) of consecutive full-time or benefit eligible part-time service will be compensated for 30% of accrued and unused sick leave.

Employees leaving City employment who do not meet the qualifications for a sick leave pay out as defined in the sections above will not be compensated for accrued and unused sick leave.

*Domestic Partner, for the sake of this policy, is defined as a relationship characterized by emotional and financial commitment and interdependence – regardless of gender.

City of Merriam

Employee Handbook

Chapter Title: Performance Appraisals

Chapter Number: 8

Section Title: General

Section Number: 8.01

Effective Date: January 1, 2005

Revision Date: June 26, 2006

Revision Date: June 2016

Revision Date: August 24, 2020

Effective Date: January 1, 2021

The City's performance appraisal program works in coordination with the City's pay and classification system. It is designed to maintain an equitable performance assessment process for employees and ensure that employees receive an honest assessment of their performance on a regular and timely basis. The use of performance assessments by the City does not alter the at-will employment status of any employee and an employee may be terminated at any time with or without cause or notice.

Schedule and Eligibility

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance appraisals are conducted annually on the employee's original anniversary date, with the exception of Department Heads who are evaluated at the end of the calendar year. In addition to the formal performance appraisal, at least one documented mid-year check in must occur during the appraisal year. Special appraisals may occur at any time to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Employees who are employed as part-time who accept full-time employment with the City will retain their original date of hire as their anniversary date.

Seasonal/temporary employees and non-benefit eligible part-time employees are not required to receive a performance appraisal, however, these employees may receive an annual salary increase as appropriate for their position.

Overall Rating

An employee must receive a performance appraisal rating of "successful" in order to be eligible for an annual merit increase, which is set during open enrollment and is subject to annual budgetary appropriations.

If an employee receives a rating of “needs improvement” on their annual performance appraisal, they will be placed on a 60-day performance improvement plan. If the employee successfully completes the performance improvement plan, they will receive the annual merit increase. This pay adjustment will be retroactive to their anniversary date.

If an employee does not successfully complete the performance improvement plan, the employee may be terminated. Upon approval by Human Resources, the performance improvement plan may be extended for a specific period of time based on situation-specific circumstances, including the needs of the organization.

CITY OF MERRIAM, KANSAS

MONTHLY FINANCIAL REPORT

Finance Department



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

Revenues

	Current Month Actual	YTD Actual	YTD Budget	Over/(Under) YTD Budget
Various Funds:				
1% City Sales Tax	\$ 567,122	\$ 2,608,712	\$ 2,938,088	\$ (329,376)
1/4% City Sales Tax-Storm/Street	142,444	668,616	764,615	(95,998)
1/4% City Sales Tax-Rec. Facilities	142,444	668,616	764,615	(95,998)
City Use Tax	62,983	351,456	270,000	81,456
County Sales Taxes - All	164,589	778,231	861,667	(83,435)
Real Property Taxes - Gen Fund	\$ -	\$ 4,134,353	\$ 4,384,441	\$ (250,088)
Transient Guest Tax	-	92,143	102,041	(9,898)
Franchise Fees	113,304	750,155	827,167	(77,012)
Court Fines	104,106	456,886	525,000	(68,114)

Expenditures

<i>General Fund - only:</i>	Current Mo. Actual	Monthly Budget	Over/(Under) Budget	Year to Date Actual	Year to Date Budget	Over/(Under) YTD Budget
Salaries and Benefits	\$ 930,269	\$ 776,147	\$ 154,121	\$ 5,048,287	\$ 5,433,032	\$ (384,745)
Contractual Services:						
OP Fire Services	-	226,246	(226,246)	518,372	1,583,719	(1,065,347)
Utilities	28,710	48,072	(19,362)	182,826	336,502	(153,676)
Legal	3,307	8,333	(5,027)	29,092	58,333	(29,242)
Property Maint	63,322	58,592	4,731	362,929	410,141	(47,211)
Specific Contractual*	50,066	29,640	20,426	165,069	207,483	(42,414)
Other Contractual	44,522	78,420	(33,898)	409,363	470,521	(61,158)
Commodities:						
Gasoline/Diesel Fuel	7,977	12,502	(4,525)	33,060	87,512	(54,451)
Other Commodities	27,046	50,530	(23,483)	195,274	353,707	(158,433)

*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:

- May 2020 1% and ¼% City sales tax receipts are 18.83% (\$212,245) less than the prior year.
 - Auto sales are 18.71% less than prior year actual.
 - Merriam Town Center/Johnson Drive sales are 35.35% less than prior year actual
 - Other categories are 11.28% more than prior year actual.
- Year-to-date 1% and ¼% City sales taxes are 10.26% (\$297,202) less than prior year actual.
 - Auto sales are 11.33% less than prior year actual.
 - Merriam Town Center/Johnson Drive sales are 18.00% less than prior year actual.
 - Other categories are 3.65% more than prior year actual.
- Salaries and Benefits expenditures are over budget for the month due to three payrolls processed in July.
- Second quarter 2020 transient guest tax receipts were received August 3rd and not included above. Receipts were down 52% year-to-date compared to 2019.

City of Merriam, KS
Monthly Financial Report - Executive Summary
July 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
March	None	\$0
April	Public Works – traffic signal backup system	\$8,300
May	None	\$0
June	Public Works – two snow plow blades	\$21,872
	Public Works – four column lift	\$44,946
	Public Works – HVAC unit	\$21,524
July	City Hall – website redesign and annual fees	\$44,400
	Public Works – 2020 Dodge Ram pickup truck	\$21,832
	Community Center – scissor lift	\$10,523

Cash and Investment Balances

FHLB = Federal Home Loan Bank	\$ 7,385,000	20%
FHLMC = Federal Home Loan Mortgage Corp.	4,150,000	11%
FNMA = Federal National Mortgage Assn.	2,800,000	8%
FFCB = Federal Farm Credit Bank	900,000	2%
US Treasury Bills	4,827,000	13%
Municipal Bonds	1,020,000	3%
Bank of Blue Valley NOW Account	3,719,267	11%
TD Ameritrade MMA	7,944,438	22%
Total Investments	<u>32,745,705</u>	90%
US Bank Cash Account	3,611,337	10%
Total Cash plus Investments	<u>\$ 36,357,041</u>	100%

City of Merriam, KS
Monthly Financial Report - Executive Summary
July 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?

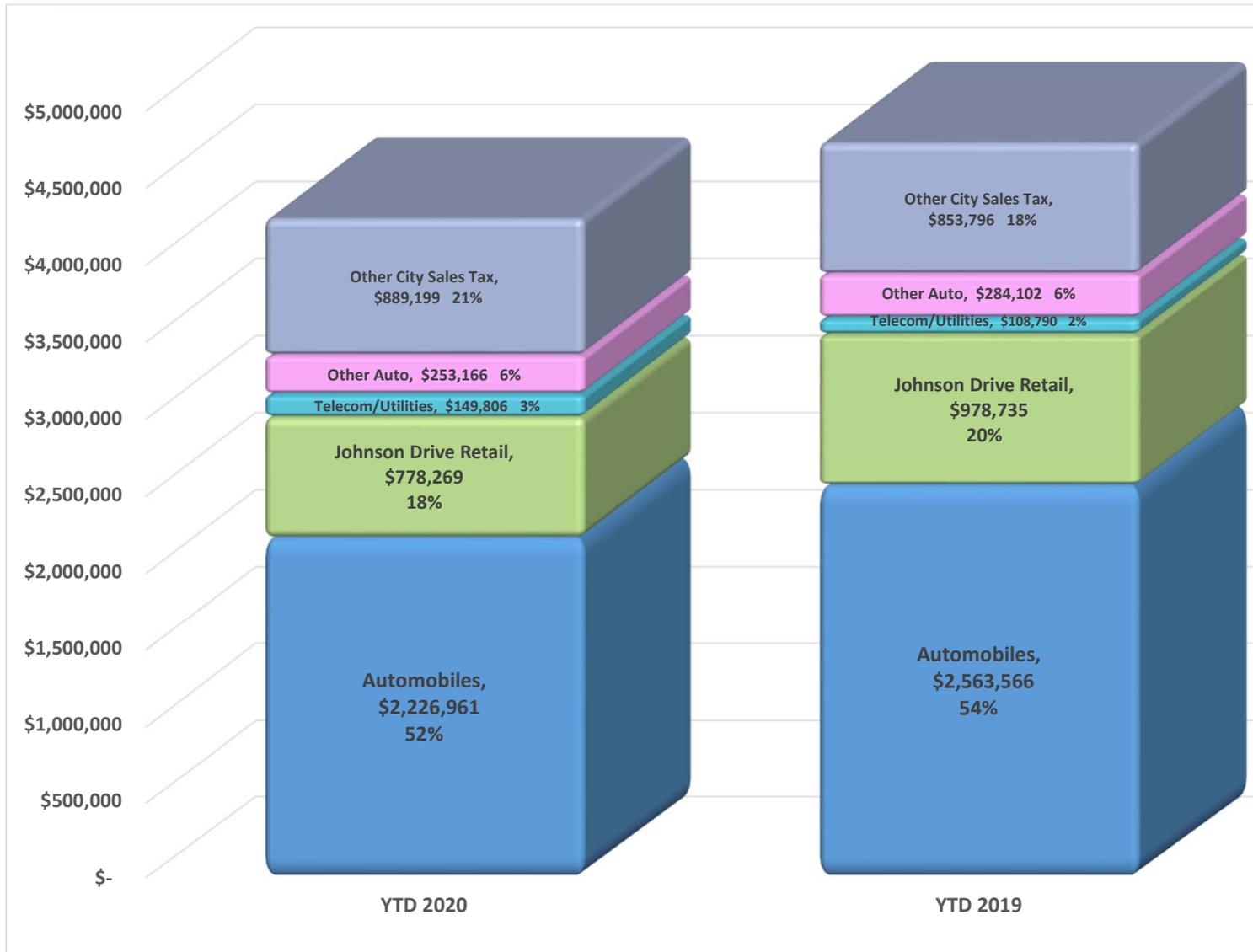
Answer: **5,224 households** (homes and apartments) per the 2010 U.S. Census Bureau

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 2020 vs 2019



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

Through: July 2020

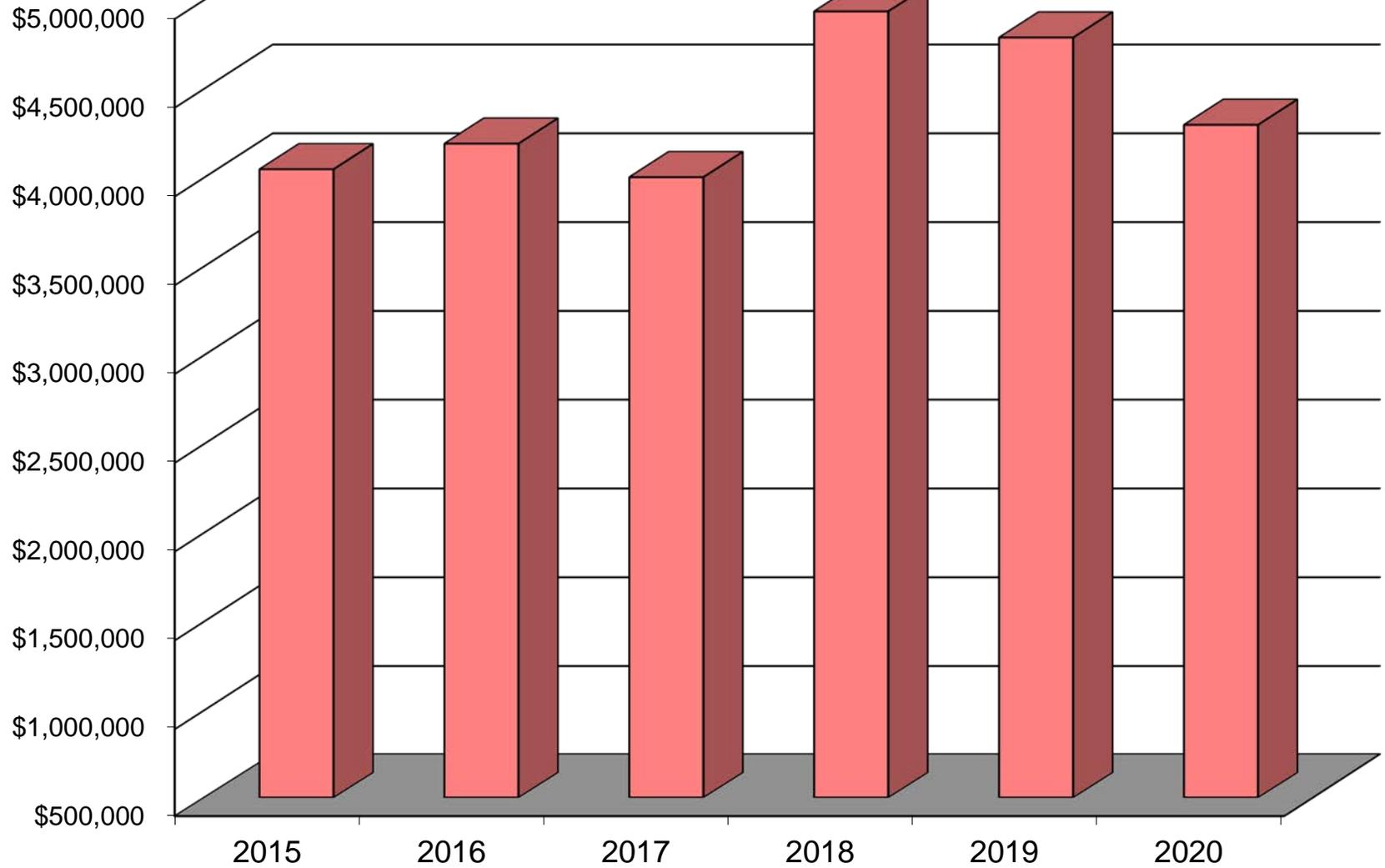
Month							Comparison	Average
Collected/Received	2015	2016	2017	2018	2019	2020	2019 and 2020	2015-2019
Jan/Mar	765,910	831,320	786,301	849,645	852,037	929,937	77,900	817,043
Feb/Apr	729,500	773,150	738,462	984,697	815,595	994,443	178,848	808,281
Mar/May	870,039	858,854	868,780	997,674	1,014,294	803,256	(211,038)	921,928
Apr/Jun	797,873	796,692	750,690	1,079,168	979,825	654,772	(325,053)	880,849
May/Jul	883,727	931,163	858,245	1,025,175	1,127,238	914,993	(212,245)	965,110
Jun/Aug	851,691	865,511	895,143	1,088,415	981,803			936,512
Jul/Sep	969,616	927,803	911,673	1,028,566	1,156,685			998,869
Aug/Oct	882,690	923,896	909,599	1,093,553	1,156,528			993,253
Sep/Nov	824,964	863,243	829,752	898,941	1,092,707			901,921
Oct/Dec	843,995	819,791	887,153	978,915	1,030,482			912,067
Nov/Jan	772,120	844,545	815,416	947,857	1,041,482			884,284
Dec/Feb	752,128	943,732	868,102	966,502	1,043,210			914,735
Total	9,944,253	10,379,700	10,119,316	11,939,108	12,291,885	4,297,401	(491,588)	10,934,852
YTD	2015	2016	2017	2018	2019	2020		
July 2020	4,047,049	4,191,179	4,002,478	4,936,358	4,788,989	4,297,401		

Average Collections Between 2015-2019	\$ 10,934,852
Budgeted 2020	11,369,562
Estimate Based on Current Collection Rate	10,313,762
Over/(Under) at Current Collection Rate	\$ (1,055,800)

* 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 2015-2020

(1.50% effective Jan. 1, 2018, 1.25% prior years)



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

Through: July 2020

Month Collected/Received	2015	2016	2017	2018	2019	2020	Comparison 2019 and 2020	Average 2015-2019
Jan/Mar	133,617	130,730	132,558	164,426	147,949	152,833	4,885	141,856
Feb/Apr	125,764	129,905	136,333	149,591	148,168	156,265	8,097	137,952
Mar/May	138,507	145,445	148,999	178,476	167,514	150,945	(16,570)	155,788
Apr/Jun	140,620	141,130	157,071	171,127	165,807	153,599	(12,208)	155,151
May/Jul	142,876	136,074	168,652	179,056	182,514	164,589	(17,925)	161,835
Jun/Aug	151,260	150,786	181,983	185,132	176,338			169,100
Jul/Sep	148,744	150,089	172,667	166,088	181,055			163,729
Aug/Oct	145,684	148,762	176,915	175,932	178,013			165,061
Sep/Nov	146,413	152,714	180,671	164,596	178,770			164,633
Oct/Dec	145,100	140,607	165,159	163,132	176,796			158,159
Nov/Jan	145,355	142,131	171,494	183,409	177,798			164,037
Dec/Feb	155,653	172,005	196,607	189,838	194,792			181,779
Total	1,719,594	1,740,379	1,989,108	2,070,804	2,075,514	778,231	(33,721)	1,919,080
YTD	2015	2016	2017	2018	2019	2020		
July 2020	681,385	683,284	743,612	842,676	811,953	778,231		

Average Collections Between 2015-2019	\$ 1,919,080
Budgeted 2020	2,068,000
Estimate Based on Current Collection Rate	1,867,755
Over/(Under) at Current Collection Rate	\$ (200,245)

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

**July 2020
REVENUE SUMMARY BY FUND**

Fund Number	Revenues	Budget/Est.	YTD Actual	Monthly Collections	Balance	YTD % Budget/Est.
001	General Fund	\$ 18,456,755	\$ 9,706,355	\$ 1,070,917	\$ 8,750,400	52.59%
201	Special Highway Fund	305,780	139,565	63,370	166,215	45.64%
202	Special Alcohol Fund	24,000	12,352	(3)	11,648	51.46%
203	Special Park & Rec	24,000	12,716	23	11,284	52.98%
204	Transient Guest Tax	474,150	123,108	906	351,042	25.96%
221	Risk Management Reserve	15,000	21,935	3,429	(6,935)	146.23%
222	Equipment Reserve Fund	940,000	521,278	89,575	418,722	55.46%
301	Capital Improvement Fund		3,664,650	521,316		
303	I-35 District CIP Fund		34,610	8,942		
401	Bond and Interest Fund	3,227,555	846,637	143,129	2,380,918	26.23%
403	TIFB-I35 District		4,182,601	-		
702	Special Law Enforcement-State/Local		4,770	-		
TOTAL		\$ 23,467,240	\$ 19,270,576	\$ 1,901,602	\$ 12,083,294	

Average Rate of Sales Tax Collections Should Be:	41.67%
Average Rate of Other Collections Should Be:	58.33%

**July 2020
EXPENDITURE SUMMARY BY FUND**

Fund Number	Expenditures	Budget/Est. *	YTD Actual	Monthly Expenditures	Encumbrances	Balance	YTD % Budget/Est.
001	General Fund	\$ 20,107,482	\$ 9,799,603	\$ 1,563,198	\$ 268,851	\$ 10,039,027	50.07%
201	Special Highway Fund	390,000	219	-	349,092	40,689	89.57%
202	Special Alcohol Fund	25,000	20,000	390	-	5,000	80.00%
203	Special Park & Rec	49,000	8,751	1,016	-	40,249	17.86%
204	Transient Guest Tax	625,927	234,379	33,531	2,527	389,021	37.85%
221	Risk Management Reserve	30,000	28,587	(462)	(1,329)	2,742	90.86%
222	Equipment Reserve Fund	1,496,587	884,873	24,303	(54,741)	666,454	55.47%
301	Capital Improvement Fund		10,064,937	1,817,315	1,412,440		
303	I-35 District CIP Fund		199,540	40,558	(43,580)		
401	Bond and Interest Fund	3,208,125	449,063	-	-	2,759,063	14.00%
403	TIFB-I35 District		2,214,456	-	-		
702	Special Law Enforcement-State/Local		7,685	-	-		
TOTAL		\$ 25,932,121	\$ 23,912,092	\$ 3,479,850	\$ 1,933,261	\$ 13,942,245	

Average Expenditure Rate Should Be:	58.33%
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* Excludes budgeted reserves and contingencies

July 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	\$ 50,689	59.18%	\$ 42,076	\$ 8,613
Administration	1,166,278	744,279	63.82%	681,689	62,590
Municipal Court	381,248	183,645	48.17%	189,073	(5,427)
Info Services	530,303	332,656	62.73%	247,654	85,002
General Overhead					
General	312,170	149,302	47.83%	200,552	(51,250)
Utilities	285,500	126,766	44.40%	112,697	14,070
Property Maintenance	270,660	128,683	47.54%	83,356	45,327
Risk Management	195,327	177,960	91.11%	185,719	(7,759)
Legal	106,910	31,955	29.89%	34,883	(2,928)
Employee Benefits	56,150	15,584	27.75%	20,315	(4,731)
Interfund Transfers	4,537,706	2,786,802	61.41%	2,785,304	1,498
Contingency Usage *	-	-	0.00%	7,029	(7,029)
Police	4,280,552	2,353,695	54.99%	2,326,344	27,352
Fire	2,838,973	567,297	19.98%	547,413	19,883
Public Works	2,583,833	1,113,387	43.09%	1,263,923	(150,536)
Parks & Rec	125,300	57,838	46.16%	401,218	(343,380)
Parks & Rec - New CC	1,545,556	521,922	33.77%	-	521,922
Aquatic Center	-	-	0.00%	8,973	(8,973)
Community Dev	803,988	457,142	56.86%	443,478	13,663
Total General Fund	<u>\$ 20,106,111</u>	<u>\$ 9,799,603</u>	<u>48.74%</u>	<u>\$ 9,581,696</u>	<u>\$ 217,907</u>

Average Expenditure Rate Should Be:	58.33%
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* Excludes budgeted reserves and contingencies

A large, stylized number '7' is the central graphic. The top and bottom strokes are light yellow. A 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
7/31/2020**

Fund	Type	Location	Purchase Date	Par Amount	Maturity Date	Yield	Monthly Subtotal
303/901	NOW	Bank of BV *	12/20/06	3,719,267	N/A	1.250%	\$ 3,719,267
301/901	Treasury MMA	TD Ameritrade	09/01/16	7,944,438	N/A	0.010%	\$ 7,944,438
301	MUNICIPAL BOND	TD Ameritrade	10/10/17	100,000	08/01/20	1.870%	
301	MUNICIPAL BOND	TD Ameritrade	04/09/20	100,000	08/01/20	1.203%	
301	TBILL	TD Ameritrade	12/31/19	1,000,000	08/15/20	1.598%	\$ 1,200,000
301	MUNICIPAL BOND	TD Ameritrade	03/19/20	585,000	09/01/20	1.650%	
301	TBILL	TD Ameritrade	12/31/19	1,000,000	09/15/20	1.589%	\$ 1,585,000
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	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%	
222	AGENCY-FNMA	Country Club	09/26/19	300,000	12/28/20	1.620%	
303	AGENCY-FHLB	TD Ameritrade	04/09/20	400,000	12/29/20	0.356%	
301	AGENCY-FHLB	TD Ameritrade	04/09/20	600,000	12/29/20	0.356%	\$ 3,600,000
301	AGENCY-FHLB	Country Club	04/09/20	500,000	01/08/21	0.250%	
301	AGENCY-FHLB	Country Club	04/24/20	325,000	01/08/21	0.250%	
222	AGENCY-FHLB	Country Club	04/24/20	325,000	01/08/21	0.250%	\$ 1,150,000
301/303	TBILL	TD Ameritrade	07/08/20	1,000,000	02/25/21	0.137%	
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%	\$ 1,775,000
301	AGENCY-FHLB	TD Ameritrade	01/24/20	1,000,000	03/12/21	1.550%	\$ 1,000,000
301	AGENCY-FNMA	TD Ameritrade	05/29/20	1,500,000	04/13/21	0.154%	\$ 1,500,000
301	TBILL	TD Ameritrade	05/29/20	1,552,000	05/20/21	0.169%	\$ 1,552,000
301	AGENCY-FHLB	TD Ameritrade	07/08/20	1,000,000	06/11/21	0.166%	
901	AGENCY-FHLB	TD Ameritrade	03/14/18	250,000	06/14/21	2.509%	\$ 1,250,000
301	AGENCY-FHLMC	TD Ameritrade	07/08/20	3,000,000	08/12/21	0.167%	
301	AGENCY-FNMA	Country Club	07/29/19	500,000	08/17/21	1.797%	\$ 3,500,000
301	AGENCY-FNMA	Country Club	07/29/19	500,000	09/08/21	1.862%	\$ 500,000
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%	\$ 585,000
301	MUNICIPAL BOND	TD Ameritrade	05/07/20	235,000	12/01/22	1.050%	
222/303	AGENCY-FHLMC	Country Club	06/30/20	650,000	12/29/22	0.350%	\$ 885,000
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	0.571%	<u>\$ 32,745,705</u>

CITY COUNCIL SUGGESTED MOTIONS FOR YOUR CONSIDERATION

CONSENT AGENDA

1. Move that the council approve Consent Agenda items 1-2.

MAYOR'S REPORT

PUBLIC HEARING

1. Move that the council approve a resolution adopting the 2021 Budget.

PLANNING COMMISSION

1. Move that the Governing Body concur with the recommendation of the Planning Commission to approve, with conditions, the rezoning of 5757 Merriam Dr. and 9224 W. 58th St. and the associated preliminary development plan and authorize the Mayor to sign the effectuating ordinance.

FINANCE AND ADMINISTRATION

1. No motion.
2. Move that the council approve a resolution amending the Employee Handbook of Merriam, Kansas.
3. No motion.

COMMUNITY DEVELOPMENT/PUBLIC WORKS

1. No motion.
2. No motion.

STAFF ITEMS