

**MERRIAM CITY COUNCIL AGENDA
CITY HALL
9001 WEST 62ND STREET
FEBRUARY 10, 2020
7:00 P.M.**

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

I. CALL TO ORDER - PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. PUBLIC ITEMS

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

IV. CONSENT AGENDA

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

1. Consider approval of the minutes of the City Council meeting held January 27, 2020.
2. Consider approval of the purchase of a facilities maintenance truck.

V. MAYOR'S REPORT

1. 2019 Year End Video

VI. COUNCIL ITEMS

A. Finance and Administration

1. Consider approval of an ordinance amending Chapter 14 Article II and Chapter 5, Articles II and III of the Code of Ordinances related to issuance of Occupational, CMB, Temporary CMB and Special Event CMB Licenses.

2. Consider approval of an ordinance levying a special purpose city retailers' tax in the amount of $\frac{1}{4}$ of one percent (.25%) to take effect January 1, 2021, with revenue derived from pledged to certain city streets, bridges, drainage projects and other improvements. (recommend waiving the first reading)
3. Consider approval of new community center membership fees.
4. Consider approval of a lease agreement for cardio equipment for the new community center.
5. Consider approval of a contract with Tivity Health Partner for Community Center use.
6. Consider approval of the bid for furnishings for the new community center.
7. Community Center Update.

B. Community Development/Public Works/CIP

1. CIP Update.
2. Community Development Update.

VII. STAFF ITEMS

VIII. NEW BUSINESS

IX. EXECUTIVE SESSION

X. ADJOURNMENT

Respectfully submitted,

Juliana Pinnick

Juliana Pinnick
City Clerk

**MERRIAM CITY COUNCIL MINUTES
CITY HALL
9001 WEST 62ND STREET
JANUARY 27, 2020
7:00 P.M.**

I. CALL TO ORDER - PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

Scott Diebold
Chris Evans Hands
Bruce Kaldahl
Brian Knaff
David Neal
Bob Pape
Jason Silvers
Whitney Yadrich

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

III. PUBLIC ITEMS

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

IV. CONSENT AGENDA

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

1. Consider approval of the minutes of the City Council Meeting held January 13, 2020.

Councilmember Silvers requested item 2 be removed from the consent agenda.

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

2. Consider the approval of the purchase of a new squad car.

Councilmember Silvers asked if the new car purchase was being paid for by the city's insurance since this is replacing a car that was totaled or is the driver who hit the car covering the replacement.

Police Chief Darren McLaughlin stated that there was a patrol car that was hit in the rear end while parked on another stop. The patrol car was totaled by the insurance company. The city received a settlement from the other parties' insurance and those funds will be applied to the difference for the purchase of the new car.

COUNCILMEMBER HANDS MOVED THAT THE COUNCIL APPROVE THE PURCHASE OF A NEW SQUAD CAR. COUNCILMEMBER KNAFF SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

V. MAYOR'S REPORT

1. Stuart Little - Legislative Update

The city's Lobbyist, Stuart Little provided the legislative update.

2. 4th Quarter 2019 Employee Service Awards.

Mayor Sissom presented the following employees:

5 Years of Service: Rashad Castaneda-Police Department
Bob Chatham-Community Development
Lauren Krivoshia-Visitors Bureau

10 Years of Service: Jaime Brokaw-Police Department

20 Years of Service: Ross Davis-Public Works

3. Swearing in of Police Officer Nick Fling.

Mayor Sissom administered the oath of office to Police Officer Nick Fling.

4. Election of Council President and Vice-president.

Mayor Sissom explained that the Council President and Vice President elections will be held by each councilmember writing down their vote on an index card provided. The vote will occur after councilmembers have had the opportunity to express their interest in serving for these positions. The councilmember receiving 5 or more votes will be elected to each position. The Mayor does not vote for Council President and Vice President.

Current Council President Christine Hands explained the duties of the Council President. She commented that she was not seeking re-election as Council President.

Councilmember Pape and Diebold expressed interest in serving as Council President.

The City Clerk collected the vote cards for Council President and Councilmember Bob Pape was elected Council President receiving 6 votes.

Councilmember Diebold expressed interest in serving as Council Vice-President.

The City Clerk collected the vote cards for Council Vice-President and Councilmember Scott Diebold was elected Council Vice-President receiving 8 votes.

VI. COUNCIL ITEMS

A. Finance and Administration

1. Consider approval of an ordinance amending section 47-135 (Community Center) of the Merriam Code of Ordinances.

Parks and Recreation Director Anna Slocum provided some updated information based on questions from the council during the first reading of the ordinance.

The benefit that waives the use fees for the community center for board members and their families only pertains to board and commission members outlined in the city code. This includes Parks and Recreation Board, Planning Commission, Board of Zoning Appeals and Board of Structure Appeals members. These members are appointed by the

Mayor and approved by City Council. This is clearly defined in the city code. Ad Hoc committees would not be eligible for this benefit.

There are currently 38 positions on these boards, and some members serve on dual boards. Past participation averaged 8 members utilizing this benefit. The highest participation has been 12 members using the benefit. City Council members are eligible for this benefit as are appointed officials such as City Prosecutor, City Attorney and Municipal Judge. This was a Park Board action and recommendation, however, the Park Board indicated they feel that this should be a city council mandate and they should not advise up on this matter. Staff recommends proceeding with the action.

Councilmember Neal commented that although he will be voting in favor of this ordinance, he has a concern that the new community center fees for the general public have not been set. Depending on how that goes, he feels there may need to be a second look at this matter depending on how it may impact the revenue.

COUNCILMEMBER HANDS MOVED THAT THE COUNCIL APPROVE AN ORDINANCE AMENDING SECTION 14-137 OF THE MERRIAM CODE OF ORDINANCES. COUNCILMEMBER PAPE SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

2. Consider approval of an ordinance amending section 14-29 (issuance of licenses generally) to the Merriam Code of Ordinances (first reading).

City Clerk Juli Pinnick provided the background for this item. In an effort to streamline processes and reflect current operational procedures, staff has identified areas of the City Code that could be modified and requested the City Attorney draft an ordinance.

Section 14-29 Issuance of licenses generally of the Merriam Municipal Code requires all City licenses to be *signed by the Mayor, attested by the City Clerk and counter signed by the City Treasurer and have the city seal affixed thereto*. This code section appears to have been in place since 1967. Occupational Licenses are administratively approved and there is no statutory requirement for City Treasurer and Mayor to sign such licenses. Staff is recommending removing this from the Code.

Sections of Chapter 5 amendments allow for administrative approval of these licenses.

Section 5-40(d) ;(e) License application procedures have been removed. These provisions required governing body approval of a new or renewed (permanent) CMB license. It also required new CMB

applicants to attend the city council meeting where the license would be considered.

Section 5-248 Local CMB special event retailers permit removed the city council issuance provision and allows the City Clerk to issue these permits if it meets the parameters set by City Code, but provides an appeal process to the governing body for denials.

Remaining sections in Chapter 5 that require governing body approval listed below:

Section 5-45 Distance Requirements applies to (permanent) CMB retailers and allows a distance limitation waiver to be granted by the governing body.

Section 5-227- Local temporary alcoholic liquor permit for events that allows consumption upon city rights of way, such as Merriam Drive Live, statutorily requires governing body approval.

This was a first reading of the ordinance

B. Community Development/Public Works/CIP

1. Community Development Update.

Community Development Director Bryan Dyer provided the following updates:

The 2020 Census has provided the city with some informational materials regarding participation in the Census. Working with the city's communications team, that information is being pushed out to residents notifying them of the importance of participating in the Census.

The Exterior Home Grant Program has allocated all the funds for that program. However, residents can still apply. Many times the projects with those allocated funds do not get completed and the funds can be re-allocated to another applicant.

Development on the Reed Automotive building is going along well. Some of the pre-cast walls are in place.

Switzer Senior Villas are moving along on their project and there has been a lot of interest from Merriam residents wanting to lease a unit. Staff has information to pass along to residents looking to rent a villa.

The City's Comprehensive Plan re-vamp is going along well. Outreach is occurring now and letters were sent to the businesses along Merriam Drive to invite them to participate if they are interested. The elementary schools were also included with this reach out effort to see they are interested in participating. The Downtown Merriam Partnership will have Stoney Bogan as their representative.

VII. STAFF ITEMS

City Administrator Chris Engel commented that the city's new fire truck was outside before the meeting for council to see. He thanked Ross Davis, Public Works mechanic, for all his hard work on getting the truck customized and designed. He traveled to the factory several times while the truck was being built.

Councilmember Pape commented that Overland Park Fire Captain Pat Gant also worked on the new fire apparatus and led the project. Captain Gant was very concerned about saving costs on the new truck. There was a fire bell that was removed from a 1967 fire truck and has been transferred to many trucks throughout the years. That bell was installed on the new truck with the help of George Mallory who was a volunteer fire fighter for 53 years.

Next Monday, February 3, there will be a Work Session to discuss fees for the new community center.

The ¼ cent sales tax ballots are due tomorrow at noon. Staff will let the council know the outcome of the election as soon as it is known.

There was some discussion regarding the LED street light bulbs. Staff will be gathering the data to make a decision on whether or not to purchase LED lights when the 2021 budget process begins.

VIII. NEW BUSINESS

IX. EXECUTIVE SESSION

IX. ADJOURNMENT

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COUNCIL, COUNCILMEMBER HANDS MOVED TO ADJOURN AT 7:55 PM. COUNCILMEMBER PAPE SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

Respectfully submitted,

Juliana Pinnick

Juliana Pinnick
City Clerk

DRAFT



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Consider approval of one 2020 Dodge 1200 2WD truck

SUBMITTED BY: Jim MacDonald, Public Works Director

MEETING DATE: February 10th 2020

PROJECT BACKGROUND/DESCRIPTION:

The 2020 budget approved the purchase of one new pickup truck for the Public Works Department, this vehicle will be used primarily for facility maintenance. This will be a 2020 Dodge 1500 Classic regular cab 2WD 3.5L V6

The City of Merriam purchases vehicles in cooperation with the Mid-America Council of Public Purchasing (MACPP). Municipalities save money on vehicles purchased through MACPP due to large volume purchasing. The MACPP is an established chapter of the National Institute of Governmental Purchasing Inc. They encourage ethical standards in buying and selling and promote uniform public purchasing laws and simplified standards of specifications.

This vehicle will require additional equipment; lights and truck box with an estimated cost of \$2295.00 that is within the budgeted amount for this purchase.

CITY COUNCIL GOALS AND OBJECTIVES

2.1 Improve the utilization of technology to increase efficiency

FINANCIAL IMPACT

Amount of Contract: \$21,838.00

Amount Budgeted: \$32,000.00

Funding Source/Account #: 222-3010-430-74-20 Public Works Equipment Reserve Fund

SUPPORTING DOCUMENTS

Landmark Dodge Configuration Preview

ACTION NEEDED/STAFF RECOMMENDATION

Staff is requesting Council approval to purchase one Dodge 1500 Classic 2WD truck in the amount of \$21,838.00

LANDMARK DODGE CHRYSLER JEEP
 1900 S NOLAND RD
 INDEPENDENCE, MO 640551316

Configuration Preview

Date Printed: 2020-01-03 12:26 PM
 Estimated Ship Date:

VIN:
 VON:

Quantity: 1
 Status: BA - Pending order

FAN 1:
 FAN 2:
 Client Code:
 Bid Number:
 PO Number:

Sold to:
 LANDMARK DODGE CHRYSLER JEEP (44378)
 1900 S NOLAND RD
 INDEPENDENCE, MO 640551316

Ship to:
 LANDMARK DODGE CHRYSLER JEEP (44378)
 1900 S NOLAND RD
 INDEPENDENCE, MO 640551316

Vehicle: 2020 1500 CLASSIC TRADESMAN REG CAB 4X2 (140 in WB 8 FT 0 IN box) (DS1L62)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	DS1L62	1500 CLASSIC TRADESMAN REG CAB 4X2 (140 in WB 8 FT 0 IN box)	27,945	26,869
Package:	22B	Customer Preferred Package 22B	0	0
	ERB	3.6L V6 24V VVT Engine	0	0
	DFL	8-Spd Auto 845RE Trans (Make)	0	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*V9	Cloth 40/20/40 Bench Seat	0	0
	-X8	Black/Diesel Gray	0	0
Options:	XMF	Spray in Bedliner	595	541
	UA1	Uconnect 3.0	195	177
	AJH	Power and Remote Entry Group	735	669
	DSA	Anti-Spin Differential Rear Axle	495	450
	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	174	Zone 74-Denver	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4WA	Misc Commercial Account	0	0
Discounts:	YGE	5 Additional Gallons of Gas	0	12
Destination Fees:			1,695	1,695
Total Price:			31,660	30,413

Order Type: Fleet
 Scheduling Priority: 1-Sold Order
 Salesperson:
 Customer Name: city of Merriam
 Customer Address: 1
 Merriam KS 11111 USA
 Instructions:

PSP Month/Week:
 Build Priority: 99

*your cost
 \$21,838.00
 THANKS*

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Code	Description
MSV	"Classic" Badge
JOB	120 MPH Primary Speedometer
JJJ	12V Auxiliary Power Outlet
BAB	160 Amp Alternator
W1A	17" Steel Spare Wheel
WFP	17X7.0 Steel Wheels
DRN	235MM REAR AXLE
DMC	3.21 Rear Axle Ratio
ERB	3.6L V6 24V VVT Engine
NFX	32 Gallon Fuel Tank
SCF	4-Spoke Steering Wheel
CBE	40/20/40 Split Bench Seat
NAS	50 State Emissions
RGG	6 Speakers
XFK	7 Pin Wiring Harness
BCN	730 Amp Maintenance Free Battery
DFL	8-Spd Auto 845RE Trans (Make)
MDX	Active Grille Shutters
CG3	Advanced Multistage Front Air Bags
HAA	Air Conditioning
BRT	Anti-Lock 4-Wheel Disc Brakes
RSU	Audio Jack Input for Mobile Devices
LMG	Automatic Headlamps
NHB	Auxiliary Transmission Oil Cooler
CTL	Base Door Trim Panel
CU3	Behind the Seat Storage / Bin
MNA	Black Door Handles
MB1	Black Front Bumper
MFF	Black Grille
MBN	Black Rear Bumper
CKJ	Black Vinyl Floor Covering
XJ8	Body Color Fuel Filler Door
LPE	Cargo and CHMSL Lamp
VMUJ	Center Hub
XFH	Class IV Receiver Hitch
JAE	Cluster 3.5" TFT B&W Display
DS8	Conventional Differential Rear Axle
HGB	Dash Liner Insulation
X82	Door Parts Module
CSP	Driver/Passenger Assist Handles
JJB	Dual Note Electric Horns
XXU	Electronic Shift
BNB	Electronic Stability Control

Standard Features - DS1L6Z -1500 CLASSIC TRADESMAN REG CAB 4X2 (140 in WB 8 FT 0 in box)

Code	Description
NHA	Engine Oil Cooler
RDD	Fixed Long Mast Antenna
HGF	Floor Tunnel Insulation
CDR	Front Armrest w/Three Cupholders
MXC	Front Bumper Sight Shields
X83	Front End Parts Module
SFB	Front Heavy Duty Shock Absorbers
CGD	Front Height Adjust Shoulder Belts
LAX	Front Passenger Seat Belt Alert
SHA	Front Stabilizer Bar
MEN	Front Wheel Spats
TBB	Full Size Spare Tire
Z1F	GVW Rating - 6600#
LME	Halogen Quad Headlamps
*TX	HD Vinyl 40/20/40 Split Bench Seat
LA6	Incandescent Tailamps
JY1	Instrument Cluster Theme 1 (Base)
JBF	Instrument Panel Black Bezel
X81	Instrument Panel Parts Module
XUJ	Locking Tailgate
GPU	Manual 6 x 9 Black Mirrors
JF6	Manual Adjust Seats
JF8	Manual Door Locks
JF8	Manual Windows
RS6	Media Hub (USB, Aux)
MCL	Molded-in-Black Upper Fascia
APA	Monotone Paint
CE8	No Lumbar Adjust
XA8	Non Adjustable Pedals
T1M	P265/70R17 BSW All Season Tires
XAC	ParkView Rear Back-up Camera
XBS	Pickup Box
JKY	Power Accessory Delay
SBA	Power Rack and Pinion Steering
XFC	R1234YF A/C Refrigerant
RA1	Radio 3.0
MGA	Ram's Head Badge
LCH	Rear Dome Lamp
GJD	Rear Fixed Window
SGB	Rear Heavy Duty Shock Absorbers
MPP	Rear Wheel Spats
MHL	Rear Wheel Well Liners
RSX	Remote USB Port

Standard Features - DS11G2-1500 CLASSIC TRADESMAN REG CAB 4X2 (140 in WB & FT 0 in box)

Code	Description
RCS3	Remote USB Port - Charge Only
C1G	Rotary Shifter-Black
GN4	RR View Auto Dim Mirror w/Display
X8Z	Seat Parts Module
GXX	Sentry Key Theft Deterrent System
NH-M	Speed Control
CJ4	Supp Side Curtain Front Air Bags
CJ1	Supplemental Ft Seat Side Air Bags
CGS	Supplemental Side Air Bags
SUA	Tilt Sleeping Column
GAC	Tinted Glass Windows
GBB	Tinted Windshield Glass
XBN	Tip Start
X88	Tire & Wheel Parts Module
TBM	Tire Carrier Winch
XGM	Tire Pressure Monitoring Display
XFU	Trailer Tow w/4-Pin Connector Wiring
XME	Under Rail Box Bedliner
JH4	Var Intermittent Windshield Wipers
LAZ	Vehicle Information Center
4ZB	Vendor Painted Cargo Box Tracking



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Consider approval of an ordinance amending section 14, Article II and Chapter 5, Articles II and VII of the Merriam Municipal Code related to issuance of city Occupational License and Cereal Malt Beverage (CMB) licenses.

SUBMITTED BY: Juli Pinnick, City Clerk

MEETING DATE: February 10, 2020

PROJECT BACKGROUND/DESCRIPTION:

In an effort to streamline processes and reflect current operational procedures, staff has identified areas of the City Code that could be modified and requested the City Attorney draft an ordinance.

Section 14-29 Issuance of licenses generally of the Merriam Municipal Code requires all City licenses to be signed by the Mayor, attested by the City Clerk and counter signed by the City Treasurer and have the city seal affixed thereto. This code section appears to have been in place since 1967. Occupational Licenses are administratively approved and there is no statutory requirement for City Treasurer and Mayor to sign such licenses. Staff is recommending removing this from the Code.

Sections of Chapter 5 amendments allow for administrative approval of these licenses.

Section 5-40(d) ;(e) License application procedures have been removed. These provisions required governing body approval of a new or renewed (permanent) CMB license. It also required new CMB applicants to attend the city council meeting where the license would be considered.

Section 5-248 Local CMB special event retailers permit removed the city council issuance provision and allows the City Clerk to issue these permits if it meets the parameters set by City Code, but provides an appeal process to the governing body for denials.

Remaining sections in Chapter 5 that require governing body approval listed below:

Section 5-45 Distance Requirements applies to (permanent) CMB retailers and allows a distance limitation waiver to be granted by the governing body.

Section 5-227- Local temporary alcoholic liquor permit for events that allows consumption upon city rights of way, such as Merriam Drive Live, statutorily requires governing body approval.

CITY COUNCIL GOALS AND OBJECTIVES

4.1 Provide support to existing businesses

2.0 Provide Exceptional Service Delivery

FINANCIAL IMPACT

Amount of Request/Contract: n/a

Amount Budgeted: n/a

Funding Source/Account #: n/a

SUPPORTING DOCUMENTS

- Ordinance and Current code provisions

ACTION NEEDED/STAFF RECOMMENDATION

Staff recommends approval of an ordinance amending sections of Chapter 14 and 5 of the Merriam Code of Ordinances as presented.

Sec. 14-29. - Issuance of licenses generally.

- (a) The city license officer shall not issue a license until the applicant applying for a license shall have paid the license officer the prescribed sum for such license. The license forms shall be approved by the city attorney. Prior to issuance of a license, it shall be signed by the mayor, attested by the city clerk, countersigned by the treasurer and the corporate seal shall be affixed thereto.
- (b) The general standards therein set out relative to the qualifications of every applicant for a city license shall be considered and applied by the city license officer prior to the issuance of a license. (Code 1967, § 14-6)

Sec. 5-40. - License application procedures.

- (a) An application for a new CMB license shall be submitted to the city clerk at least 20 days in advance of the city council meeting at which it will be considered.
- (b) An application for renewal of a CMB license shall be submitted to the city clerk on or before November 15 preceding the calendar year for which the renewal of license is sought.
- (c) The city clerk shall provide copies of all applications to the police department, to the fire department and to the community development department, when such applications are received. The police department shall run a records check and make a full, complete and thorough investigation of all applicants, and the fire department and community development department will inspect the premises in accordance with city fire, building, health and other applicable codes and ordinances. Each department will then recommend approval or disapproval of applications based upon such investigations and inspections.
- (d) The city council will consider an application for a new or renewal license if it has been submitted at least 20 days in advance of the next meeting of the city council for a new license or by November 15 for a renewal license, has been reviewed by the police, fire and community development departments, is in proper form and is accompanied by the proper license fee.
- (e) An applicant who does not hold a CMB license in the city shall attend the city council meeting when the application for a new license will be considered. (Code 1967, § 3-22)

Sec. 5-248. - Local CMB special event retailer's permit required.

It is unlawful for any person to offer for sale, sell and serve CMBs on premises that are not licensed pursuant to article II of this chapter without having in such person's possession a valid, unexpired and unrevoked local CMB special event retailer's permit. The city council may issue a local CMB special event retailer's permit which shall allow the permit holder to offer for sale, sell and serve CMBs for consumption on premises that are not licensed pursuant to article II of this chapter, which may be open to the public, subject to the following:

- (1) A local CMB special event retailer's permit shall specify the premises for which the permit is issued;
- (2) A local CMB special event retailer's permit shall be issued for the duration of the special event, the dates and hours of which shall be specified in the permit;
- (3) No more than four local CMB special event retailer's permits may be issued to any one applicant in a calendar year; and
- (4) A local CMB special event retailer's permit shall not be transferable or assignable. (Code 1967, § 3-90; Ord. No. 1531, § 2, 3-24-2006; Ord. No. 1679, § 38, 10-24-2011)

Sec. 5-45. - Distance requirements.

- (a) In addition to the provisions set forth in section 5-2, no license for the sale of CMBs or beer containing not more than six percent alcohol by volume shall be issued to any person whose proposed place of business is within 500 feet of any school, church, hospital building, library or daycare center; except that if any such school, church, hospital, library or daycare center is established within 500 feet of any licensed premises after the premises have been licensed, such premises shall be an eligible location for a CMB license.
- (b) The distance limitation of subsection (a) of this section shall not apply to any establishment holding a CMB license in business and operating on December 7, 1987; provided, however, that the foregoing exception shall cease in the event such establishment discontinues or has discontinued the sale of CMBs and beer containing not more than six percent alcohol by volume for a continuous period of 180 days, or its license is revoked or not renewed prior to its expiration.
- (c) The distance set out in subsection (a) of this section shall be measured in a straight line from the building sought to be licensed to the nearest property line of any school, library or daycare center, and in a straight line from the building sought to be licensed to the actual church or hospital building.
- (d) The distance limitation of subsection (a) of this section shall not apply to any establishment holding a license if the licensee has petitioned for and received a waiver of the distance limitation. The city council may grant such a waiver when it finds that the granting of such will not create or cause substantial damage or hardship to any affected school, church, hospital, library or daycare center and only following public notice and hearing. (Code 1967, § 3-27; Ord. No. [1796](#), § 4, 3-25-2019)

Sec. 5-227. - Local temporary alcoholic liquor permit for events.

- (a) A local temporary alcoholic liquor permit may be issued for the consumption of alcoholic liquor on a city street, alley, road, sidewalk or highway for an event if:
 - (1) Such street, alley, road, sidewalk or highway is closed to motor vehicle traffic by the city council for such event;
 - (2) A written request for such consumption and possession of such alcoholic liquor has been made to the city council; and
 - (3) The event is approved by the city council by ordinance.

The boundaries of such event shall be clearly marked by signs, a posted map or other means which reasonably identify the area in which alcoholic liquor may be possessed or consumed at such event.
- (b) Drinking establishments that are immediately adjacent to, or located within the licensed premises of an event, for which state and local temporary permits have been issued and the consumption of alcoholic liquor on public property has been approved, may request that the drinking establishment's licensed premises be extended into and made a part of the licensed premises of the event for the duration of the state and local temporary permit issued for such event. (Ord. No. 1679, § 37, 10-24-2011; Ord. No. [1785](#), § 25, 7-9-2018; Ord. No. [1801](#), § 7, 6-24-2019)

ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 14, ARTICLE II AND CHAPTER 5, ARTICLES II AND VII OF THE CODE OF ORDINANCES OF THE CITY OF MERRIAM, KANSAS CONCERNING ISSUANCE OF OCCUPATIONAL, CMB, TEMPORARY AND SPECIAL EVENT CMB LICENSES.

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

Section 1. That section 14-29 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 14-29. Issuance of licenses generally.

- (a) The city license officer shall not issue a license until the applicant applying for a license shall have paid the license officer the prescribed sum for such license. The license forms shall be approved by the city attorney and upon approval shall be signed by the city clerk.
- (b) The general standards therein set out relative to the qualifications of every applicant for a city license shall be considered and applied by the city license officer prior to the issuance of a license.

Section 2. That Section 5-39 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-39. - License application.

Any person desiring a license under the provisions of this article shall make an application to the city clerk and accompany the application by the required license fee for the place of business for which the person desires the license. The application shall be verified and upon a form prepared by the attorney general of this state and shall contain:

- (1) The name and residence of the applicant.
- (2) The length of time that the applicant has resided within the state.
- (3) The particular place of business for which a license is desired.
- (4) The name of the owner of the premises upon which the place of business is located.
- (5) The names and addresses of all persons who hold any financial interest in the particular place of business for which a license is desired.
- (6) A statement that the applicant is a citizen of the United States, is not less than 21 years of age and that the applicant has not, within two years

immediately preceding the date of making application, been convicted of a felony, any crime of moral turpitude, drunkenness, driving a motor vehicle while under the influence of intoxicating liquor or violation of any other intoxicating liquor law of any state or of the United States.

Section 3. That Section 5-40 of the Code of Ordinances, City of Merriam, Kansas is hereby amended to read as follows:

Sec. 5-40. - License application procedures.

- (a) An application for renewal of a CMB license shall be submitted to the city clerk on or before November 15 preceding the calendar year for which the renewal of license is sought. Applications for new CMB licenses may be submitted at any time of the year, however, the granting of a new CMB license after January 1st shall only be valid for the remainder of the calendar year.
- (b) The city clerk shall provide copies of all applications to the police department, to the fire department and to the community development department, when such applications are received. The police department shall run a records check and make a full, complete and thorough investigation of all applicants, and the fire department and community development department will inspect the premises in accordance with city fire, building, health and other applicable codes and ordinances. Each department will then recommend approval or disapproval of applications based upon such investigations and inspections.

Section 4. That Section 5-41 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Section 5-41 Examination of Application - Issuance of License - Disqualifications.

- A. If the application is in proper form and accompanied by the proper license fee, the city clerk shall examine the application; and after such examination, issue the license if the applicant is qualified as provided by law; provided that no license shall be issued to an applicant who does not meet the license qualifications set forth in 5-43, or to an applicant or Licensee that is indebted to the City.

The city clerk shall keep, as a public record, a list of all licenses issued under this Chapter, together with the class and expiration date of each. Among other things, the license shall state the name of the licensee, the year for which the license is issued and that the license is not transferable to other persons.

- B. Renewal licenses may be issued by the city clerk upon payment of the necessary fee if the licensee's license has not been suspended or revoked pursuant to Section 5-52 during the license term and the licensee continues to meet the qualifications for issuance of the license.
- C. If an application for a license is refused, the state stamp portion of the license fee accompanying the same shall be immediately returned to the person who has made such application. The remainder of the fee is nonrefundable. If the city clerk denies an

application for a license, the applicant shall be immediately notified by certified mail, return receipt requested, mailed to the last known mailing address of the applicant, and the notice shall state the basis for the denial. Any applicant aggrieved by the denial may seek review by the Governing Body by filing a written notice of appeal from the denial with the city clerk within ten business days after the date of the notice of denial. The city council shall determine the matter *de novo*, and if it determines the applicant is qualified as provided by law, shall direct the Clerk to issue the applicant a license; provided that no license shall be issued to an applicant who does not meet the license qualifications set forth in 5-43, or to an applicant or licensee that is indebted to the City.

Section 5. That Section 5-43 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-43. - License, disqualification.

- (a) No license shall be issued to:
- (1) A person who has not been a resident in good faith of this state and a resident of the county for at least six months prior to the filing of such application.
 - (2) A person who has not been a resident of the state for at least one year immediately preceding application for a CMB retailer's license.
 - (3) A person who is not of good character and reputation in the community in which he resides.
 - (4) A person who is not a citizen of the United States.
 - (5) A person who, within two years immediately preceding the date of application approval, has been convicted of, released from incarceration for or released from probation or parole for, a felony or any crime involving moral turpitude, drunkenness, driving a motor vehicle while under the influence of intoxicating liquor or violation of any other intoxicating liquor law of any state or of the United States.
 - (6) A partnership, unless all the members of the partnership are otherwise qualified to obtain a license.
 - (7) A corporation, if any manager, officer or director thereof, or any stockholder owning in the aggregate more than 25 percent of the stock of such corporation, would be ineligible to receive a license hereunder for any reason other than the citizenship and residency requirements.
 - (8) A person whose place of business is conducted by a manager or agent, unless such manager or agent possesses the same qualifications required of the licensee.
 - (9) A person whose spouse would be ineligible to receive a retailer's license for any reason other than citizenship, residency requirements or age, except that this subsection (9) shall not apply in determining eligibility for a renewal license.
 - (10) A person whose spouse has been convicted of a felony or other crime which would disqualify a person from licensure under this section and such felony or other crime was committed during the time that the spouse held a license under this article or the Kansas Cereal Malt Beverage Act, as that act is defined in K.S.A. 41-2728 .

- (b) After examination of an application for a CMB retailer's license, the city clerk may deny a license to a person, partnership or corporation if any manager, officer or director thereof, or any stockholder owning in the aggregate more than 25 percent of the stock of such corporation, has been an officer, manager, director or stockholder owning in the aggregate more than 25 percent of the stock, of a corporation which has:
- (1) Had a retailer's license revoked under K.S.A. 41-2708, and amendments thereto, or section 5-52; or
 - (2) Been convicted of a violation of the Club and Drinking Establishment Act or the CMB laws of this state or this city.

Section 6. That Section 5-46 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-46. - Change of location.

If a licensee desires to change the location of the licensee's place of business, the licensee shall make an application to the city clerk, showing the same information relating to the proposed location as in the case of an original application. Such application shall be accompanied by a fee, the amount of which shall be adopted by the city council as part of the city schedule of fees. If the application is in proper form, and the location is not in a prohibited zone and all other requirements relating to such new place of business are met, and upon surrender of the license for the previous location, a new license shall be issued for the new location for the balance of the year for which a current license is held by the licensee.

Section 7. That Section 5-248 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-248. - Local CMB special event retailer's permit required.

It is unlawful for any person to offer for sale, sell and serve CMBs on premises that are not licensed pursuant to Article II of this chapter without having in such person's possession a valid, unexpired and unrevoked local CMB special event retailer's permit. The city clerk may issue a local CMB special event retailer's permit which shall allow the permit holder to offer for sale, sell and serve CMBs for consumption on premises that are not licensed pursuant to Article II of this chapter, which may be open to the public, subject to the following:

- (1) A local CMB special event retailer's permit shall specify the premises for which the permit is issued;
- (2) A local CMB special event retailer's permit shall be issued for the duration of the special event, the dates and hours of which shall be specified in the permit;
- (3) No more than four local CMB special event retailer's permits may be issued to any one applicant in a calendar year; and

- (4) A local CMB special event retailer's permit shall not be transferable or assignable.

Section 8. That Section 5-251 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 5-251. - Criteria for permit issuance.

The city clerk, in reviewing an application for a local CMB special event retailer's permit, may consider the requirements and qualifications for a CMB license set forth in section 5-43 and in the same manner provided for within 5-41. The restrictions on location set forth in section 5-45 shall not apply to sales of CMBs pursuant to a local CMB special event retailer's permit granted hereunder. In the event of a denial of a local CMB special event retailer's permit, an appeal to the city council pursuant to 5-41(C) shall be available to the applicant.

Section 9. Severability. If any part or parts of this Ordinance shall be held to be invalid, such invalidity shall not affect the validity of the remaining parts of this Ordinance. The Governing Body hereby declares that it would have passed the remaining parts of this Ordinance if it would have known that such part or parts thereof would be declared invalid.

Section 10. Savings Clause. Neither the adoption of this Ordinance, nor the future repeal or amendment of any section or part or portion thereof be construed as a waiver of any license, fee or penalty at said effective date and unpaid under either Ordinance, nor be construed as affecting any of the provisions of these Ordinances relating to the collection of any such license, fee or penalty, or the penal provisions applicable to any violation thereof, and all rights and obligations thereunder shall continue in full force and effect.

Section 11. Repeal. That sections 14-29, 5-39, 5-40, 5-41, 5-43, 5-46, 5-248, and 5-251 of the Code of Ordinances, City of Merriam, Kansas, as they existed before the above amendments are hereby repealed.

Section 12. Existing Sections. Those sections of Chapter 14, Article II, Chapter 5, Articles II and VII of the Code of Ordinances, City of Merriam, Kansas not heretofore repealed shall remain in full force and effect.

Section 13. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the official City newspaper, all as provided by law.

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

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

Ken Sissom, Mayor

ATTEST:

Juliana Pinnick, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Consider approval of an ordinance authorizing the levy of a voter-approved one-quarter percent (0.25%) Citywide retailers' sales tax to pay the costs of certain City streets, bridges and associated drainage improvements.

SUBMITTED BY: Chris Engel, City Administrator

MEETING DATE: February 10, 2020

PROJECT BACKGROUND/DESCRIPTION:

The Governing Body passed Resolution No. 896 on October 28, 2020, authorizing an election to consider imposing a one-quarter percent (0.25%) Citywide retailers' sales tax to pay the costs of improving certain City streets, bridges and associated drainage improvements to take effect on January 1, 2021.

The election was conducted by mail ballot held on January 28, 2020. Voters approved the proposition with 1,595 votes (79.63%) in favor and 408 votes (20.37%) against. An official Election Summary Report is attached.

To impose the new sales tax, state law requires the Governing Body pass an ordinance authorizing its levy. If approved by the Governing Body, the city clerk will send a certified copy of this ordinance to the state director of taxation. The sales tax will begin on January 1, 2021 and expire ten years after it begins.

The new sales tax rate will remain the same as the existing sales tax rate of 9.475%. The tax will generate approximately \$1.7 – 2.0 million per year in revenue. It is estimated that 80% of sales-tax revenue is paid by non-residents.

CITY COUNCIL GOALS AND OBJECTIVES

3.2 – Sustain Capital Improvement Efforts

SUPPORTING DOCUMENTS

- Sales Tax Election Results
- Sales Tax Ordinance

ACTION NEEDED/STAFF RECOMMENDATION

Staff recommends the Governing Body waive the first reading and approve this ordinance.

City of Merriam

STATISTICS

	TOTAL
Registered Voters - Total	7,136
Ballots Cast - Total	2,005
Ballots Cast - Blank	2
Voter Turnout - Total	28.10%

City of Merriam

Vote For 1

	TOTAL	VOTE %
Yes	1,595	79.63%
No	408	20.37%
Total Votes Cast	2,003	100.00%
Overvotes	0	
Undervotes	2	
Contest Totals	2,005	

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE LEVY OF A ONE-FORTH PERCENT (0.25%) SPECIAL PURPOSE CITY RETAILERS' SALES TAX AND RELATED MATTERS.

WHEREAS, K.S.A. 12-187 *et seq.*, as amended, (the "Sales Tax Act") authorizes the governing body (the "Governing Body") of the City of Merriam, Kansas (the "City") to submit to the electors of the City the question of levying a special purpose city retailers' sales tax to be collected by the Kansas Department of Revenue with revenue therefrom returned to the City; and

WHEREAS, pursuant to the Sales Tax Act, the Governing Body adopted Resolution No. 896 on October 28, 2019, which authorized and provided for the calling of an election to authorize the City to levy a one-fourth of one percent (0.25%) special purpose city retailer's sales tax (the "Sales Tax") to pay the cost of improving certain City streets, bridges and associated drainage, which improvements may include grading, curbs, gutters, pavement and other surfacing, driveway entrances and structures, drainage work incidental thereto, service connections from utility mains, conduits or pipes necessarily lying within curb lines, streetlights, street lighting systems, storm water drains, retaining walls and area walls on public ways or land abutting thereon, sidewalks, street trees and landscaping, stormwater drainage projects, and all related improvements ("Improvements") and all things necessary and related to such Improvements, and be authorized to pledge such sales tax for the payment of the principal and interest on general obligation bonds issued to pay the cost of such Improvements, the collection of such Sales Tax to commence on January 1, 2021, or as soon thereafter as permitted by law, and to terminate ten years after its commencement;

WHEREAS, in a special election by mail ballot held on January 28, 2020, a majority of the qualified electors of the City approved the Sales Tax;

WHEREAS, K.S.A. 12-187 provides that if a majority of the electors voting thereon at such election approve the levying of such Sales Tax, the Governing Body shall provide by ordinance for the levy of the tax;

WHEREAS, pursuant to the provisions of the Sales Tax Act and the results of the aforementioned election, the Governing Body deems it necessary and advisable to levy and impose the Sales Tax.

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

SECTION 1. The levy of the Sales Tax and the application of the revenue received therefrom to pay for costs incurred in connection with the Improvements are hereby authorized and directed. Pursuant to K.S.A. 12-191, as amended, the collection of the Sales Tax shall commence on January 1, 2021, or as soon thereafter as permitted by law, and terminate ten years after its commencement.

SECTION 2. Except as may otherwise be provided by law, the Sales Tax shall be identical in its application and exemptions therefrom to the Kansas Retailers' Sales Tax Act, and all laws and administrative rules and regulations of the Kansas Department of Revenue relating to the state retailers' sales tax shall apply to the Sales Tax insofar as such laws and regulations may be made applicable thereto. The services of the Kansas Department of Revenue shall be utilized to administer, enforce and

collect the Sales Tax and to adopt such rules and regulations as may be necessary for the efficient and effective administration and enforcement thereof.

SECTION 3. The City Clerk, upon passage of this Ordinance, shall provide a certified copy of the same to the State Director of Taxation pursuant to the Sales Tax Act.

SECTION 4. This Ordinance shall be effective upon passage by the Governing Body, execution by the Mayor, and publication once in the official City newspaper.

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

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

Ken Sissom, Mayor

ATTEST:

Juliana Pinnick, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Merriam Community Center Membership Fees

SUBMITTED BY: Anna Slocum, Director Parks and Recreation

MEETING DATE: February 10, 2020

PROJECT BACKGROUND/DESCRIPTION:

Park and Recreation Advisory Board began discussing the process of setting fees in April 2019. Through this discussion, staff outlined several factors to be considered in making a recommendation. Primarily, it was a stated priority during the Master Plan process to not only improve upon the current subsidy provided for the operations of Parks and Recreation but maintain affordability. To best achieve this, the Master Plan included a business plan to guide operations and project costs. The business plan assumed year one operational costs in 2016 dollars. To adjust to 2020, the business plan recommends a 3% per year increase in the cost of goods and services – this has a ~\$100,000 impact on the budget. Also, the average rate of pay for a part-time position has increased \$2.25/hr., an additional impact of ~\$100,000. To appropriately set the fees, the Master Plan strategy states “Fees should be established on the cost of service analysis overlaid onto program areas or specific events and strategically adjusted to market factors and policy goals.”

Taking these key factors into consideration, the Park Board recommended that membership fees be set using the household rate as the base rate, remaining membership categories be a percentage of the base rate, and fees should be comparable to Mission and Overland Park. It was also important that fees be set at a level that wouldn't require immediate increase.

The Park Board recommended base rate for a Merriam resident household is \$55/mo which is represented as Option A in the supporting document.

During the fee study session on February 3rd, City Council recommended minor changes to the formula, to include a two-person household and to simplify the additional member calculation. In addition, there was a request for staff to bring forward two additional membership fee structures. The additional structures are attached and labeled Option B at \$53/mo and Option C at \$50/mo.

CITY COUNCIL GOALS AND OBJECTIVES

Enhance Community Identity and Connections
Provide Exceptional Service Delivery
Maintain Economic Vitality

FINANCIAL IMPACT

Amount of Request/Contract: NA

Amount Budgeted: _____

SUPPORTING DOCUMENTS

Proposed Membership Fees

ACTION NEEDED/STAFF RECOMMENDATION

Concur with Park Board recommendation to approve Rate Structure A setting the base rate at \$55.

PARKS & RECREATION

PROPOSED MEMBERSHIP FEES MERRIAM COMMUNITY CENTER

OPTION A

Annual	
Resident Charter Membership*	
Household^	\$540
2 Person Household^^	\$490
Senior Household**	\$430
Adult	\$325
Senior	\$270
Youth	\$270
Additional Members	\$90
Annual	
Non Resident Charter Membership*	
Household^	\$675
2 Person Household^^	\$610
Senior Household**	\$540
Adult	\$405
Senior	\$340
Youth	\$340
Additional Members	\$115

*must be purchased before June 1, 2020

	Annual	Monthly	Summer
Resident Memberships			
Household^	\$660	\$60	\$200
2 Person Household^^	\$595	\$55	\$185
Senior Household**	\$530	\$50	\$160
Adult	\$400	\$40	\$130
Senior	\$330	\$30	\$110
Youth	\$330	\$30	\$110
Additional Members	\$110	\$10	\$30
Non-Resident Memberships			
Household^	\$825	\$75	\$250
2 Person Household^^	\$745	\$70	\$225
Senior Household**	\$660	\$60	\$200
Adult	\$495	\$45	\$155
Senior	\$415	\$40	\$130
Youth	\$415	\$40	\$130
Additional Members	\$140	\$11	\$40

Day Pass Fee***	
Resident	\$9
Non-Resident	\$11

OPTION B

	Annual
Resident Charter Membership*	
Household^	\$540
2 Person Household^^	\$490
Senior Household**	\$430
Adult	\$325
Senior	\$270
Youth	\$270
Additional Members	\$90
	Annual
Non Resident Charter Membership*	
Household^	\$675
2 Person Household^^	\$610
Senior Household**	\$540
Adult	\$405
Senior	\$340
Youth	\$340
Additional Members	\$115

*must be purchased before June 1, 2020

	Annual	Monthly	Summer
Resident Memberships			
Household^	\$640	\$60	\$195
2 Person Household^^	\$570	\$55	\$175
Senior Household**	\$510	\$45	\$160
Adult	\$380	\$40	\$125
Senior	\$320	\$30	\$105
Youth	\$320	\$30	\$105
Additional Members	\$105	\$10	\$30
Non-Resident Memberships			
Household^	\$795	\$70	\$240
2 Person Household^^	\$715	\$65	\$215
Senior Household**	\$635	\$60	\$195
Adult	\$480	\$45	\$150
Senior	\$400	\$40	\$130
Youth	\$400	\$40	\$130
Additional Members	\$135	\$10	\$40
Day Pass Fee***			
Resident	\$9		
Non-Resident	\$11		

OPTION C

	Annual
Resident Charter Membership*	
Household^	\$540
2 Person Household^^	\$490
Senior Household**	\$430
Adult	\$325
Senior	\$270
Youth	\$270
Additional Members	\$90
	Annual
Non Resident Charter Membership*	
Household^	\$675
2 Person Household^^	\$610
Senior Household**	\$540
Adult	\$405
Senior	\$340
Youth	\$340
Additional Members	\$115

*must be purchased before June 1, 2020

	Annual	Monthly	Summer
Resident Memberships			
Household^	\$600	\$55	\$185
2 Person Household^^	\$540	\$50	\$170
Senior Household**	\$480	\$45	\$150
Adult	\$360	\$35	\$120
Senior	\$300	\$30	\$100
Youth	\$300	\$30	\$100
Additional Members	\$100	\$10	\$30
Non-Resident Memberships			
Household^	\$750	\$70	\$225
2 Person Household^^	\$675	\$60	\$205
Senior Household**	\$600	\$55	\$185
Adult	\$450	\$45	\$140
Senior	\$375	\$35	\$120
Youth	\$375	\$35	\$120
Additional Members	\$125	\$10	\$35
Day Pass Fee***			
Resident	\$8		
Non-Resident	\$10		

^Household shall be defined as two adults and up to four (4) dependent children as defined by IRS Qualifying Age Rule at the same address. Children 18 – 24 must provide proof of residency. The IRS Qualifying Age Rule per the IRS website (<https://www.irs.gov/credits-deductions/individuals/earned-income-tax-credit/qualifying-child-rules>)

^2 Person Household shall be defined as two people, at the same address, one of which must be at least 18 years of age.

**Senior Household shall be defined as two adults, at the same address, one of which must be 60 years of age.

***Children under 2 are free.

Residency is defined as:

- any person who has a permanent residence within the Merriam City limits
- any person owning taxable real estate in Merriam

Proof required with a valid driver's license or state id, current city business license or Notice of Appraised Value issued by the Johnson County Assessor's Office.



To: Mayor and City Council
From: Anna Slocum, Director of Parks and Recreation
Subject: Merriam Community Center Study Session - Fees
Date: January 30, 2020

In preparation for the study session on Monday, February 3 this packet contains information that directed staff in developing the conversation regarding fees with Park Board. Information includes:

1. Staff's presentation for the study session.
2. Pages from the Master Plan that speak to the subsidy and Pro Forma of the new community center.
3. Membership Rate Recommendation Memo from staff to Park Board.
4. Park Board minutes from April – August.
5. Revenue Guideline with associated policies and all proposed fees of the new community center.

Although the study session will focus on membership fees specifically, all fees outlined in the packet require City Council approval.

Merriam Community Center

Fee Discussion

Ballot Initiative Rate Structure FAQ

HOUSEHOLD RATE	ANNUAL	MONTHLY
IBFCC + MAC	\$465	\$38.75
PRO FORMA	\$540	\$45
INDIVIDUAL RATE	ANNUAL	MONTHLY
IBFCC + MAC	\$370	\$30.83
PRO FORMAS	\$360	\$30

“A full rate structure for a new community center still needs to be developed. It is a priority for the City to keep this facility affordable and accessible to all members of our community. Any rate structure would be approved by City Council before being implemented.”

“The goal is improve upon current subsidy to the operations of Parks and Recreation.”



Why Fees Are Set?

- ▶ Reduce tax payer burden
- ▶ Reinforce value of the service
- ▶ Maintain desired subsidy
- ▶ Competition / demand of services

How Are Fees Set?

- ▶ Revenue Guideline
- ▶ Market Study
- ▶ Direct Cost to the Organization

How Fees are Set:

Revenue Guideline

Essential



Quality of Life
Benefit Whole Community
Typically Free
Turkey Creek Festival

Important



Skill Development
Individual Wellbeing
Direct Costs – memberships
\$

Value Added



Increased Personal Need
Skills established; Personalized
Direct Costs + a % of Indirect
\$\$

How Fees are Set:

Revenue Guideline

Scholarships

Corporate Memberships

Partnership with Tivity Health

Health Care Membership Reimbursement Programs

Silver Sneakers

Prime (Blue 365)

How Fees are Set:

Market Study Comparison

Membership	Mission	Overland Park	Lenexa	Olathe
Household	\$612	\$650	\$880	\$945
Adult	\$381	\$383	\$522	\$556
Youth	\$309	\$302	\$423	\$556
Senior	\$309	\$280	\$446	\$484
Senior Household	\$551	\$505	NA	\$707

Community Center + Outdoor Aquatics membership rate

How Fees are Set:

Direct Cost of Service

- ▶ Known Budget Impacts to Operation
 - ▶ ~\$200,000 increased expenditures
 - ▶ Part Time Salaries
 - ▶ 2016: **\$8/hour** → 2020: **\$10.25/hour**
 - ▶ 41,000 hours of part time labor per year ~ **\$100,000** increase since 2016
 - ▶ Operating expenses increase: ~**\$105,600** since 2016

Impact of Fees to Residents

- ▶ 100% support services with property taxes
- ▶ 75% citizens want user fees to offset subsidy
- ▶ 30% participate in services / pay user fees

Master Plan Strategy for Establishing Fees

Fees should be established on the cost of service analysis overlaid onto program areas or specific events and strategically adjusted to market factors and policy goals.

Proposed Membership Fee Structure

Base Rate = Household

50%

**Youth &
Senior**

60%

Adult

80%

**Senior
Household**

Proposed Membership Fee Structure

Base Rate = Household (Monthly)

Additional Member

$(\text{Base} / 6) \times 105\%$

Day Pass

$\text{Base} / 6$

Summer

$(\text{Base} / 30 \text{ days}) \times 100$

Non-Resident

$\text{Membership Rate} \times 125\%$

Park Board Discussion & Recommendation

- ▶ Fees comparable to Mission and Overland Park
- ▶ Membership fees = 60% of total revenue
- ▶ Detrimental to set fee low but increase immediately
 - ▶ Offer member rewards periodically including at renewal
- ▶ Recommendation: \$55/annual household resident membership
- ▶ Charter Membership: \$45/month for the first 18 months
- ▶ Motion passed four to two

Fee Comparisons

Membership	Merriam Pro Forma	Mission	Overland Park	Merriam Park Board Recommended	Lenexa	Olathe
Household	\$540	\$612	\$650	\$660	\$880	\$930
Adult	\$325	\$381	\$383	\$400	\$522	\$556
Youth	\$270	\$309	\$302	\$330	\$423	\$556
Senior	\$270	\$309	\$280	\$330	\$446	\$483
Senior Household	\$430	\$551	\$505	\$530	NA	\$686
Additional Members	\$95	NA	NA	\$120	\$220*	\$153
Day Pass	\$8	\$7	\$7	\$9	\$8	\$8

*Lenexa only one person can be added to adult, senior or household memberships



Recommended Fees

Membership	Charter Membership 18 months	Annual	Monthly	Summer
Household	\$810	\$660	\$60	\$200
Adult	\$490	\$400	\$40	\$130
Youth	\$400	\$330	\$30	\$100
Senior	\$400	\$330	\$30	\$100
Senior Household	\$645	\$530	\$50	\$160
Additional Members	\$145	\$120	\$15	\$35
Day Pass	NA	\$9	\$9	\$9

Non Resident Fee 125% Resident Rate in all categories



DISCUSSION

Currently, residents support the existing Merriam Aquatic Center and Irene B. French Community Center with an \$814,045 a year in subsidized support.

8.3 PRO FORMA FOR THREE CONCEPTS

The Merriam Community Recreation Center financial plan is outlined in the three pro formas and various schedules presented in this chapter of the report. The conceptual plan is based on the three multi-generational facility concepts:

- Community Center with Indoor and Outdoor Aquatics
- Community Center with Indoor Aquatics Only
- Community Center with Outdoor Aquatics Only

A list of pro forma assumptions was established in order to depict a dynamic operation in a static environment; these assumptions are presented on the following pages of this report. The validity of the pro forma and financial plan is based on these assumptions being met in their entirety. Although it is believed the information and assumptions constitute a reasonable basis for preparation of the projections, the achievements of any financial projection may be affected by fluctuating economic conditions and are dependent upon the occurrence of future events that cannot be assured. Therefore, actual results may vary from the projections and such variations could be material. These assumptions outline how the Merriam Community Recreation Center could be operated and maintained, as well as how the services should be priced.

Following discussion with the staff, an aggressive approach to programming was applied to the Merriam Community Recreation Center's financial plan. By aggressive approach this means that the facilities would be programmed at 60% of the time space is scheduled with fee driven programs that are tied back to the cost recovery goal of the facilities. PROS does not deem this aggressive market capture as an insurmountable mission; however, to accomplish this goal, the Merriam Community Recreation Center must operate in a flexible, entrepreneurial approach, allowing for program changes, and when necessary, real-time adjustment of operations to market conditions. Due to the ability to transfer a current successful level of recreation programs base to the new Community Recreation Center, the lack of a true multi-generational facility currently in Merriam, and the limited number of family aquatic leisure facilities in the Merriam Area, it is expected that memberships and programs will generate sufficient revenues to allow for net revenue neutral and/or positive operations.

8.3.1 OPERATIONS AND FINANCIAL PLAN ASSUMPTIONS

The initial development of the feasibility and business plan study focused on developing a clear set of assumptions. The end product focuses on determining operating costs and revenue streams of the Merriam Community Recreation Center; this included developing an operational budget and a pricing strategy to best meet the outcomes desired while accounting for market factors. It is the intent of the business plan to keep membership projections low for both pricing and sales.

Schedules summarizing the expenditures and revenues, along with the notes and assumptions set forth, are integral to the analysis and conclusions stated in the financial plan. These notes and assumptions should be carefully read and considered when reviewing the schedules.

GENERAL ASSUMPTIONS

The assumptions in this study assist in understanding how the financial plan was developed and the strategies with which the Merriam Community Recreation Center will ultimately be operated. This allows for the revision of assumptions in the future while still maintaining the integrity of the plan by

understanding the impact that the changes will have on the operational budget or market capture. The assumptions for the site used for the development of the financial plan are as follows:

- Operations and financial plan is based on major components as depicted in concept plans.
- The pro forma budget is based on 2016 dollar values.
- Salaries are based on 2016 salaries of equivalent job descriptions.
- Existing administrative and program staff are counted against the building operational costs as well as new positions that are needed to operate the building.

CAPITAL INVESTMENT ASSUMPTIONS

- Capital investment for the Merriam Community Recreation Center is based on the concept plan and components as detailed in program spaces identified to date.

PRICING ASSUMPTIONS

- Pricing is outlined for each individual program within the electronic Excel model and summarized within this report document.
 - Detailed pricing for each program were provided to the staff and can be found within **Appendix E.**
- Pricing is value based, meaning that pricing was determined based on typical market rates based on the assumed level of service received.
- Pricing comparisons to other fitness related facilities were used for guidelines for developing the pricing schedule, however, the ultimate goal of value provided was utilized for developing the pro forma.

GENERAL EXPENSE AND REVENUE ASSUMPTIONS

- Expenses are projected to be 100% of projected costs beginning in the modeled year “Operating Year 1”; annual increases of a set percent per year each year thereafter as based on Expenditure and Revenue Growth Inputs.
- Revenues are projected to be 100% of projected revenue capacity beginning in the modeled year “Operating Year 1”; annual increases of a set percent per year each year thereafter as based on Expenditure and Revenue Growth Inputs.
- Percentage of cost recovery is based on the assumed market participation and value/market based pricing.
- Operating and growth inputs are based on average increases per expenditure and revenue category; due to the volatility of the health care and energy sectors, higher growth rates were utilized for employee benefits and utilities.
- If a higher percentage of cost recovery is needed, operating expenses and pricing will be analyzed for potential adjustments.
- All projections are based on assumptions and estimates made within the electronic Excel model
- Pro forma assumptions beginning in “Operating Year 1” are based on management and staff performing extensive lead-in/pre-opening marketing, promotions, and programming tailored to the customer base.
- Pro forma program is based on a very aggressive program offering (60% of total available space) that will require detailed scheduling to allow for successive usages on a regular basis.

STAFFING ASSUMPTIONS

- The Pro Forma includes the existing six full-time positions and adding a fitness coordinator, two aquatic coordinators, and a customer service coordinator totaling 10 full-time positions.

- Center staffing is a direct result of the requirement of the operating hours to be net revenue positive.
- Center staffing is based on “lean management” practices where all positions/human resources expended for any goal other than the creation of value for the customer base are nonessential.
- As the Community Center reaches operational and programmatic maturity, additional staff persons will most likely be required.
- Staffing salary/wages based on current salaries as well as national averages found in the fitness and aquatic industry.
- General benefits for full-time staff have been calculated based on input from the City of Merriam.
- Inclusive benefits, charges required for most employees regardless of employment status (including payroll taxes and fees) are factored at a percentage of total seasonal staff salary and full-time staff overtime, excluding any general benefits.

CENTER CONTRACTUAL ASSUMPTIONS

- Center utilities are estimated at \$3.50 per square foot.

CENTER OPERATING HOURS ASSUMPTIONS

- Center operating hours are 93 hours per week and are assumed to be:
 - Monday - Thursday - 6AM to 10:00PM
 - Friday - 6AM to 9:00PM
 - Saturday - 8:00AM to 5:00PM
 - Sunday - Noon to 5:00PM
- Holidays during which the Center will be closed are:
 - New Year’s Day
 - Easter Sunday
 - Thanksgiving Day
 - Christmas Eve Day
 - Christmas Day
 - New Year’s Eve Day

MARKET BASE

- The Merriam Area was utilized as the market base for the Center

OPERATING/GROWTH INPUT ASSUMPTIONS

- Operating and growth inputs are based on average increases per expenditure and revenue category; due to the volatility of the health care and energy sectors, higher growth rates were utilized
 - Revenues are projected to growth annual by 3% through growth in users and fee adjustments
 - Salaries and Benefit growth rate is calculated at 4.0% annual growth due to the potential volatility of the insurance/pension fund requirements
 - Supplies growth rate is calculated at 3% annual growth due to inflation
 - Services growth rate is calculated at an average of 4.0% annual growth due to inflation and the potential volatility of the energy sector
- Percentage growth rate by budget category is presented on the “Inputs” tab of the electronic Excel model

8.3.2 COMMUNITY CENTER WITH INDOOR AND OUTDOOR AQUATICS (CONCEPT 1)

PRO FORMA

MERRIAM COMMUNITY CENTER WITH INDOOR AND OUTDOOR AQUATICS SIX YEAR PRO FORMA

BASELINE: REVENUES AND EXPENDITURES

Revenues	2016	2017	2018	2019	2020	2021
	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Passes	\$553,000.00	\$569,590.00	\$586,677.70	\$604,278.03	\$622,406.37	\$641,078.56
Administration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Building Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Custodial	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fitness	\$243,000.00	\$250,290.00	\$257,798.70	\$265,532.66	\$273,498.64	\$281,703.60
Indoor Aquatics	\$99,550.00	\$102,536.50	\$105,612.60	\$108,780.97	\$112,044.40	\$115,405.73
Recreation	\$91,600.00	\$94,348.00	\$97,178.44	\$100,093.79	\$103,096.61	\$106,189.51
Parties	\$15,000.00	\$15,450.00	\$15,913.50	\$16,390.91	\$16,882.63	\$17,389.11
Rentals	\$98,100.00	\$101,043.00	\$104,074.29	\$107,196.52	\$110,412.41	\$113,724.79
Child Care	\$22,320.00	\$22,989.60	\$23,679.29	\$24,389.67	\$25,121.36	\$25,875.00
Concessions	\$45,000.00	\$46,350.00	\$47,740.50	\$49,172.72	\$50,647.90	\$52,167.33
Outdoor Aquatics	\$168,250.00	\$173,297.50	\$178,496.43	\$183,851.32	\$189,366.86	\$195,047.86
Total	\$1,335,820.00	\$1,375,894.60	\$1,417,171.44	\$1,459,686.58	\$1,503,477.18	\$1,548,581.49

Expenditures	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
	Passes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Administration	\$594,481.00	\$603,250.80	\$612,367.04	\$621,843.45	\$631,694.31	\$641,934.44
Building Maintenance	\$167,205.00	\$168,496.80	\$169,834.12	\$171,218.60	\$172,651.94	\$174,135.89
Custodial	\$110,300.00	\$114,707.00	\$119,290.13	\$124,056.43	\$129,013.22	\$134,168.13
Fitness	\$299,686.10	\$306,468.10	\$313,519.88	\$320,852.19	\$328,476.19	\$336,403.52
Indoor Aquatics	\$336,436.43	\$338,158.93	\$339,939.90	\$341,781.38	\$343,685.45	\$345,654.30
Recreation	\$97,677.50	\$98,107.50	\$98,553.80	\$99,017.03	\$99,497.82	\$99,996.87
Parties	\$17,324.60	\$17,344.60	\$17,365.40	\$17,387.03	\$17,409.53	\$17,432.93
Rentals	\$17,892.50	\$18,342.50	\$18,809.00	\$19,292.62	\$19,793.98	\$20,313.77
Child Care	\$22,570.00	\$22,600.00	\$22,630.90	\$22,662.73	\$22,695.51	\$22,729.27
Concessions	\$38,250.00	\$39,780.00	\$41,371.20	\$43,026.05	\$44,747.09	\$46,536.97
Outdoor Aquatics	\$313,694.00	\$317,959.00	\$322,384.25	\$326,975.85	\$331,740.13	\$336,683.68
Total	\$2,015,517.13	\$2,045,215.23	\$2,076,065.62	\$2,108,113.35	\$2,141,405.18	\$2,175,989.76

Total Cost Recovery	66%	67%	68%	69%	70%	71%
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To: Merriam Parks and Recreation Advisory Board
From: Anna Slocum, Director of Parks and Recreation
Subject: Membership Rate Recommendation
Date: July 23, 2019

At the June Park Board meeting, members of the Advisory Board recommended staff complete a study of membership fees for the new community center. The direction provided by the Advisory Board was:

1. Facility Master Plan base rate with increases of that rate by \$5 for a total of four comparison rates
2. Non-resident fees evaluated at three defined percentage increases rounded to the next \$5 for each resident rate.
3. Revenue impact of each rate as compared to the business plan included in the Facility Master Plan.
4. Comparison of rates to the public sector, specifically Mission and Overland Park.
5. Comparison to the private sector, specifically Planet Fitness, Genesis and Lifetime Fitness.

The approach used to establish the fee structure:

1. Youth and Senior rates are half the amount of the household rate.
2. Adult rate is 60% of the household rate.
3. Senior Household is 80% of the household Rate.
4. Additional members to a household was calculated as the household rate/6 +5%
5. Day pass was calculated at the monthly rate / 6 visits
6. Summer Fees were calculated as Monthly fee / 30days x 100 days (estimated number of days between Memorial Day and Labor Day) rounded to the nearest \$5
7. All non-resident fees are calculated by the percentage increase then rounded to the next nearest \$5

The business plan was established during the Facility Master Plan in 2015. The goal is to maintain subsidy to Parks and Recreation similar to the amount being spent in current budget years, approximately \$650,000. The amount of revenue projected for the new community center is approximately \$1.4 million with expenditures at approximately \$1.9 million. The three categories of revenue are: memberships, rentals and program fees. The majority of revenue will be generated by memberships followed by programs then rentals. This will be critical revenue in the first years when programs are being established.

Resident fees were evaluated at \$45/month; \$50/month; \$55/month and \$60/month.

Non Resident fees were then calculated at increases of 125%, 150% and 175%.

An overall revenue projection was created for each rate based on the projected number of memberships anticipated for each category. All rates were also compared to the public sector as a market comparison. After evaluation, three of the resident rates are comparable to the market. The non-resident comparison indicates that any increase greater than 125% would not be comparable. Although all rates are outlined, the rate of comparison is Household as that is the largest number of memberships anticipated to be sold.

Membership Categories Res / Non Res	MISSION	OVERLAND PARK	MERRIAM
Household \$45/month	\$504 / \$754	\$525 / \$955	\$540 / \$675
Youth (12 - 17)	\$246 / \$496	\$250 / NA	\$270 / \$340
Adult (18 - 64)	\$318 / \$568	\$320 / \$550	\$325 / \$405
Senior (65+)	\$246 / \$496	\$250 / \$480	\$270 / \$340
Senior Household	\$443 / \$693	\$445 / NA	\$430 / \$540
Additional Members			\$95 / \$120
Day Pass	\$7	\$7	\$8 / \$10

Membership revenue calculated to generate \$723,750 or 54% of the required revenue.

Membership Categories Res / Non Res	MISSION	OVERLAND PARK	MERRIAM
Household \$50/month	\$504 / \$754	\$525 / \$955	\$600 / \$750
Youth (12 - 17)	\$246 / \$496	\$250 / NA	\$300 / \$375
Adult (18 - 64)	\$318 / \$568	\$320 / \$550	\$360 / \$450
Senior (65+)	\$246 / \$496	\$250 / \$480	\$300 / \$375
Senior Household	\$443 / \$693	\$445 / NA	\$480 / \$600
Additional Members			\$105 / \$135
Day Pass	\$7	\$7	\$8 / \$10

Membership revenue calculated to generate \$810,475 or 58% of the required revenue.

Membership Categories Res / Non Res	MISSION	OVERLAND PARK	MERRIAM
Household \$55/month	\$504 / \$754	\$525 / \$955	\$660 / \$825
Youth (12 - 17)	\$246 / \$496	\$250 / NA	\$330 / \$415
Adult (18 - 64)	\$318 / \$568	\$320 / \$550	\$400 / \$500
Senior (65+)	\$246 / \$496	\$250 / \$480	\$330 / \$415
Senior Household	\$443 / \$693	\$445 / NA	\$530 / \$665
Additional Members			\$120 / \$145
Day Pass	\$7	\$7	\$9 / \$12

Membership revenue calculated to generate \$897,375 or 64% of the required revenue.

Private Sector Comparison:

Genesis

- Individual \$39/month + \$35 process fee; 24-month commitment (\$200 fee if cancelled in year 1; \$100 fee if year 2)
- Family \$80/month +\$35 process fee; 24-month commitment (\$200 fee if cancelled in year 1; \$100 fee if year 2)
- Month to month – Individual \$63/month; Family \$103/month - \$50 processing fee

Planet Fitness

- \$21.99/month + tax; \$39 processing fee – 12-month commitment – access world wide
- \$10/month +tax; \$39 processing fee – one assigned location
- Paid in full \$199/person; no processing fee

LifeTime Fitness

- \$72/month adult unless under 26 then \$65/month
 - Additional adults (1) +\$50/month; (2) +\$80/month; (3) +\$100/month
 - Children under 13 are \$15 each/month – no cap
 - \$29 processing fee

Recommendation:

Staff recommends that the monthly household fee be established at \$55/month for annual memberships. This positions our non-resident fee slightly higher than Mission but significantly less than Overland Park. The facility will be brand new and easily accessible from I-35. This also provides greater assistance meeting revenue requirements while programs are being developed. The complete rate structure would be:

Membership Categories Res / Non Res Fees	Annual	Monthly	Summer
Household	\$660 / \$825	\$60 / \$75	\$200 / \$250
Youth (12 - 17)	\$330 / \$415	\$30 / \$40	\$100 / \$125
Adult (18 - 64)	\$400 / \$500	\$40 / \$50	\$120 / \$150
Senior (65+)	\$330 / \$415	\$30 / \$40	\$100 / \$125
Senior Household	\$530 / \$665	\$50 / \$65	\$160 / \$200
Additional Members	\$120 / \$145	\$11 / \$14	\$35 / \$45
Day Pass	\$9 / \$12		

CITY OF MERRIAM PARK AND RECREATION
ADVISORY BOARD MEETING MINUTES
Tuesday, April 23, 2019
6:00PM

Roll Call

The April meeting of the Merriam Parks & Recreation Advisory Board was called to order at 6:00 pm, by Chairperson Billy Crook. Board members in attendance included: Kathy Stull, LaVera Howard, Christopher Leitch, Suzanne Downey, Thelma Fowler and Grant Getzlow. Staff members in attendance included: Anna Slocum, Director; Dave Smothers, Assistant Director; Renee Nagle, Recreation Supervisor, and Ingrid Berg, Assistant Program Coordinator.

Public Comments

There was no one present for public comments.

Approval of Meeting Minutes

LaVera Howard made a motion to accept the March meeting minutes and Kathy Stull seconded the motion; motion was approved unanimously.

Staff Reports

Director's Report

Community Center Update

The site has officially gone vertical with the parking structure precast beginning on Monday, April 22. The piers and foundations at the community center are currently being built. Once the parking structure is in place, backfill will be completed which then allows for the internal road network to be constructed. This is a key component as it then moves all construction traffic off of Slater and onto IKEA Way. This will have a positive impact on the neighborhood in time for the pre-cast of the community center to be delivered.

Assistant Director's Report

Updates

2019 Farmers' Market

The market is scheduled to open on Saturday, May 4th. There are 20 returning vendors leaving ten stalls available. Staff is running advertisements and promoting on Social Media in an attempt to find vendors for these spaces.

Upcoming Events

Turkey Creek Festival 5K

Online registration numbers are greater than the same time frame of 2018. The early bird discount ends on Wednesday, May 1st.

Recreation Supervisor's Report

Reports

Brunch with the Bunny

There were 118 people in attendance and Chris Cakes catered. Story time with JOCO library, the games and craft were all great hits, as were pictures with the Bunny and the egg hunt.

Volunteer Appreciation Event

The theme this year was “Volunteers are the Heart of our Team”. Smokin’ Babes BBQ catered the event with staff serving the meal of pork, chicken, cheesy corn, baked beans and salad. Staff prepared desserts of raspberry and lemon bars. Good reviews were given for the food. In addition to honoring the 57 in attendance, each received a Farmers’ Market logo coaster which matched the shape of previous years. Carol Whitlock was honored as the “Volunteer of the Year” with decades of service to the Planning Commission.

Upcoming Events

Grandpa’s War

In celebration of Older Americans Month, author Mark Armato will provide a presentation about his book, “Grandpa’s War: The WWI Experiences of Corporal John George Rakers.” Staff will be sending out postcards to the senior community. Christopher Leitch asked to have a flier emailed to him so he could pass it on to the Genealogical Society.

Other Business

New Community Center Room Naming Discussion

Building off the discussion of March – there were two main concerns:

1. Concern about using names in the event there is a negative history associated with names. It is fair to say that the behaviors of the 1800s are different than today but the names suggested are recognizable within the area and are utilized today in various locations. These people were considered forefathers and community leaders.
2. The suggestions of using street names could provide confusion based on the grid system within Johnson County – roads are not named specific to Merriam

To aid in discussion, staff created a ballot with the suggested names based on those previously proposed. The concept was this would provide a process of elimination helping to identify the top choices. Kathy Stull compiled a list with other details and it was decided to add First Americans Tribes (Kansa, Osage and Shawnee) to the choices. Through discussion of adding this option, staff was directed that if chosen, more information from Haskell Indian Nations University would be necessary to ensure the naming is done in an appropriate manner. Elimination voting proceeded to identify top choices. Recognizing the top suggestions, board members discussed the merit of the top options and concerns for possible confusion.

Large Banquet Room: Christopher Leitch made a motion to name the large banquet room First Americans Room with each smaller room being, Kansa, Osage and Shawnee, pending input from Haskell University. The second option, if not acceptable by University officials, would be to name the space Founder’s Room with each smaller room being Campbell, Kessler, Loomis. Kathy Stull seconded the motion; motion was approved unanimously.

Classroom: LaVera Howard made a motion to name the classroom the Ester Brown Room; Thelma Fowler seconded the motion; motion was approved unanimously.

Party Rooms: LaVera Howard made a motion to name the party rooms the Trolley Room and Depot Room; Christopher Leitch seconded the motion; motion was approved unanimously.

Conference Room: LaVera Howard made a motion to name the conference room the Founder’s Room, pending the decision of the large banquet room, with the second option being the Walker School Room. Suzanne Downey seconded the motion; motion was approved unanimously.

Residency / Household Policy – Second Review

There was excellent discussion last month. Staff prepared an updated memo included in the packet to address discussion topics and discussion continued. It is important that proof of residency be administered effectively, easy to manage and utilities are tied to a physical address and are required by every residence. Thelma Fowler motioned to accept staff’s proposal of defining residency as:

- (a) Any person who has a permanent residence within the Merriam City limits
- (b) Any person owning taxable real estate in Merriam

Proof required with a valid driver's license, **current utility bill (electric, gas or water)**, current city business license or Notice of Appraised Value issued by the Johnson County Assessor's Office.

Kathy Stull seconded the motion; motion was approved unanimously.

Defining household provides a measure of affordability to family units. There will be a variety of memberships sold: youth (under 17); Senior 65+; Couple (2 adults same household); and Household. Quantifying the number allowed in a household is an accounting measure in order to achieve the business plan outlined in the ProForma. Suzanne Downey made a motion to accept staff's proposal of defining a Household as:

Two (2) adults and up to **four (4)** dependent children as defined by IRS Qualifying Age Rule. Children 18 – 24 must provide proof of residency (see residency proof documents).

LaVera Howard seconded the motion; motion was approved unanimously.

Hometown Heroes Program

Staff was not able to prepare information on this topic in time for the April meeting. This will be tabled until later in the summer with more concrete program plan for discussion.

Park Board By-Laws

Member's discussed and voted on each recommended changes separately.

- Christopher Leitch moved to eliminate the aquatic center from facilities operated to keep it more generic and change the wording to "operation of city parks and recreation facilities"; Kathy Stull seconded the motion; motion was approved unanimously.
- Christopher Leitch moved to correct the typographical error from "od" to "of" and "one year" to "one term"; Thelma Fowler seconded the motion; motion was approved unanimously.
- Thelma Fowler moved to simplify the resignations to be filed as soon as the member decided versus as soon as possible after the member decides; Christopher Leitch seconded the motion; motion was approved unanimously.
- Amending the number of absences was tabled to the end of this discussion.
- Christopher Leitch moved to remove the classification of excused vs. unexcused absences; Kathy Stull seconded the motion; motion was approved five "yes" and one abstention.
- Thelma Fowler moved to add how and where meeting notices will be posted, formalizing the current practice for public notification; LaVera Howard seconded the motion; motion was approved unanimously.
- Thelma Fowler moved to clarify a quorum to include "voting" appointed membership since there is a non-voting member; LaVera Howard seconded the motion; motion was approved unanimously.
- Thelma Fowler moved to add the ability for "phone" link-up to be allowed for Park Board members; Suzanne Downey seconded the motion; motion tied three for and three against. Therefore, this will be decided by City Council.
- Return to amending absences. Suzanne Downey moved to change the number of absences allowed to three in a year; Christopher Leitch seconded the motion; motion passed five "yes" to one "no".

5701 Steering Committee Update

The committee is made up of three groups: 1) Preservation; 2) Open Space; 3) Economical Catalyst. The public meeting for community input is scheduled for Monday, April 29th at 7:00 p at the Irene B. French Community Center. The meeting to decide the structure of the public meeting is scheduled for Wednesday, April 24th.

New Business

Thelma Fowler asked about the Comprehensive Master Plan and whether or not Park Board members can apply. This is a 20-year plan for the city as a whole (development, commerce, green space, etc) and any resident is welcome to apply.

Adjournment

LaVera Howard moved to adjourn the meeting at 8:25 pm and Thelma Fowler seconded; motion was approved unanimously.

CITY OF MERRIAM PARK AND RECREATION
ADVISORY BOARD MEETING MINUTES
Tuesday, May 28th, 2019
6:00PM

Roll Call

The May meeting of the Merriam Parks & Recreation Advisory Board was called to order at 6:00 pm, by Chairperson Billy Crook. Board members in attendance included: Kathy Stull, LaVera Howard, Christopher Leitch, Thelma Fowler, Katie Leary and Grant Getzlow. Staff members in attendance included: Anna Slocum, Director; Dave Smothers, Assistant Director; Renee Nagle, Recreation Supervisor, and Ingrid Berg, Assistant Program Coordinator.

Public Comments

There was no one present for public comments.

Approval of Meeting Minutes

Christopher Leitch made a motion to accept the April meeting minutes and Kathy Stull seconded the motion; motion was approved unanimously.

Staff Reports

Director's Report

Community Center Update

Staff is attending weekly OAC meetings to stay updated on construction progress. These meetings are also used to problem solve and share input on design conflicts as well as recommend changes based on availability of product. Depending on the weather, the garage should have all structural components completed next week. The south natatorium foundation wall is set. They have been alternating digging piers and footings with setting foundation walls as the weather permits as some things are easier to do in the rain than others. Board members and staff watched the April drone video from McCarthy.

Update City Council Direction May Meeting

The proof of residency definition that Park Board recommended passed unanimously with one minor change to add being able to use state issued identification as well as valid driver's license. The household definition passed unanimously with City Council encouraging an "add-on fee" for households of more than six. Council members approved the room names suggested for new community center (banquet-Founders Room- with Campbell, Kessler, Loomis; Classroom-Ester Brown Room; Party Rooms-Trolley and Depot; Conference Room-Walker School Room). The By-Laws changes that were suggested passed unanimously with the exception of virtual link for Park Board meetings. Park Board requested guidance on the direction for virtual link-up. Three points were shared:

- 1) Although it does provide opportunity to participate, there needs to be strict guidelines to prevent abuse
- 2) It would allow younger demographics more flexibility, but timing with the current technology capabilities is challenging.
- 3) It does set a precedent for other committees within the city.

The direction provided was to wait on this change until settled in the new building and staff has a chance to understand the interface with technology then create a policy for use. It is also recommended to revisit the number absences allowed when developing this policy.

Turkey Creek Car and Motorcycle Show Update

The Car Show is scheduled for Saturday, September 14th this year. The committee has been meeting the second Wednesday of each month. The logo has been finalized and sponsorship for inclusion in all print materials has concluded. To date there has been \$4,600 received in sponsorship with an additional \$1,000 committed but not yet received. In addition, in-kind sponsorship included \$1,000 in door prizes, free printing of the calendar, and use of an extended sound system at no charge. The calendar that is given to all registrants is being finalized as is the T-shirt color and fabric. Registration forms will be mailed to past participants in June. The committee focus will now shift to finalizing day of event logistics.

Assistant Director's Report

Reports

Farmers' Market Monthly Update

The number of shoppers for the first three weeks combined is 336 (as compared with 632 for 2018). June, July and August are the busier months. There are still open stalls and there has been about three daily vendors each Saturday.

Upcoming Events

Tim Murphy Art Gallery

North American Spirit is the June show with the opening night reception scheduled for Thursday, June 6th from 7-8:30 pm. The show is a unique in that several pieces are a "team effort" between artists Irene Schomacker and Kay Tucker.

Recreation Supervisor's Report

Upcoming Events

Party in YOUR Park-Quail Creek

This event is scheduled for Friday, June 21st from 6:30-8:30 pm at Quail Creek Park (7024 Grandview Ave).

The band will be Beauty and the McBeest, the face painter and inflatable are confirmed. The menu is changing to pulled chicken and pulled pork sandwiches.

New Business

Park Board Vacancy

Four applications have been received and the selection process has begun.

Revenue Guidelines / Pricing Discussion

This discussion was tabled as it is aided by a Power Point presentation which was unable to be shown due to severe storms forcing the meeting to relocate to the storm shelter of the building.

Other Business

5701 Steering Committee Update

The committee met after the public meeting on April 29th to discuss results. It seems the largest interest is for outdoor usage.

Art Committee Update

*Art Project #3 - Waterfall Park-Selection was "Hmmm." The project was installed in April, a month later than contract mostly due to weather. There is a little work still required with landscaping and lighting which is slated to be complete in early May. Dedication date to be determined.

*Art Project #4 - City Hall Façade and lobby. On February 18th the committee met with outside design consultants to discuss areas for improvement for both the outside and inside of City Hall as well as looking at specific art projects. On March 7th they had a meeting for consultants present their ideas. At the March 28th meeting the committee prioritized suggestions and agreed to base decision on budget plus other factors. It was decided to choose a piece for the outside first and this recommendation will be taken to City Council. The final selection is to be determined.

*Art Project #5 – Community Center-There will be three pieces of art, two in the courtyard entry leading into the community center and one on the two story wall of the parking structure. On February 8th the committee was provided submissions from approximately 126 potential selections. They met again on February 16th and selected six. On May 4th those six were invited to make in-person presentations and five of the six came. At end of day, the artist selection was made and staff are working with the artist to complete contracts that will go before City Council for approval.

Adjournment

LaVera Howard moved to adjourn the meeting at 7:13 pm due to weather threats of tornados and Katie Leary seconded; motion was approved unanimously.

CITY OF MERRIAM PARK AND RECREATION
ADVISORY BOARD MEETING MINUTES
Tuesday, June 25th, 2019
6:00PM

Roll Call

The June meeting of the Merriam Parks & Recreation Advisory Board was called to order at 6:03 pm, by Chairperson Billy Crook. Board members in attendance included: Kathy Stull, Christopher Leitch, Thelma Fowler, Katie Leary and Grant Getzlow. Staff members in attendance included: Anna Slocum, Director; Dave Smothers, Assistant Director; Renee Nagle, Recreation Supervisor, and Ingrid Berg, Assistant Program Coordinator.

Public Comments

There was no one present for public comments.

Approval of Meeting Minutes

Christopher Leitch made a motion to accept the May meeting minutes and Kathy Stull seconded the motion; motion was approved unanimously.

Staff Reports

Director's Report

Community Center Update

Staff showed the May progress video. Four of seven foundation walls have been poured. Currently, the project is on time and on budget. There are various milestones within the project that are determining factors for the project to be considered on time. The next milestone is related to the building pre-cast. It was asked if tariffs have affected acquisition or price of building supplies. Staff answered that all construction supplies have been purchased through bid so any new tariffs will not impact this project.

Park Board Vacancy Update

The city has received four applications with no new ones since the last meeting. The mayor will be meeting with and selecting a new member.

Flags 4 Freedom Update

Public Works will be putting the flags along the streets by Thursday, June 27th. The final meeting is also on Thursday, June 27th. The rest of the flags will be installed starting at 7 am Saturday, June 29th. The American Legion concert is scheduled for 1 pm on Thursday, July 4th at Merriam Marketplace. It has been requested that the concert return to a more patriotic line up with added vocals. There are five Thin Blue Line flags honoring officers, but a sixth needs to be added. Flag take down will begin at 10 am on Saturday, July 6th at Merriam Marketplace.

Recreation Report Winter/Spring 2019

Two categories experienced growth (Girls on the Run for youth & rentals). Three categories experienced minimal decline. These are areas that typically have smaller classes so a decline of one enrollment can greatly impact participation numbers. Weather was poor for many of the special events causing attendance to be down. It was suggested to try breaking out the special events from the overall numbers.

**Assistant Director's Report
Reports**

Turkey Creek Festival 5K Run Report

There was an increase in elementary age registrations. DJ Kirby was great getting the kids psyched up and Natural Grocers provided fruit as a post-race snack. They stated they want to return next year to participate again. This is the first year Lee Jeans did not donate money for the run shirts so the increase in expenditures is due to having to purchase all of them. Staff will work on securing a new t-shirt sponsor for 2020.

Farmers' Market Monthly Update

Shopper attendance is significantly decreased from 2018 season. Due to a highly rainy spring season, vendors are just now getting product available to sell at the market. To date there have been 15 daily vendors this season. With the addition of several area markets, staff will begin a market study of fees to ensure rates are competitive with neighboring markets. Fees will be discussed later in the year as a recommendation to City Council.

Upcoming Events

Tim Murphy Art Gallery

The "Art of the Northland" opening reception is scheduled for Thursday, July 11th from 7-8:30 pm. This show features artists from the Northland Art League. It is one week later than normal due to the July 4 holiday.

Recreation Supervisor's Report

Reports

Turkey Creek Festival Report

There were nine additional sponsor/vendors this year. Eleven food trucks contracted, but one opted to not come due to the forecasted weather and one was unable to open due to generator difficulties. New activities included Drum Safari, Happy Faces Entertainment and Instafun photo booth. Staff will be meeting with JCPRD in the upcoming weeks to update the contract for Antioch Park. There was discussion regarding available parking for vendors inside the park in case of inclement weather. The additional parking by the administrative buildings is reserved for the "Creek Chic" vendors. This year, due to the impending storms, it appeared there was ample parking. In reality, JCPRD divides the parking spots in half so that each vendor pays for one vendor booth and then has one parking spot nearby. The commercial vendors park at Lee Jeans and were encouraged to be weather ready.

Upcoming Events

Party in YOUR Park-Campbell

This event is scheduled for Friday, July 19th from 6:30-8:30 pm at Campbell Park (9674 W. 61st St). The band will be Nick Nave. There will a face painter and inflatable again. Staff and volunteers will be serving hot dogs (donated by Natural Grocers), chips and watermelon with water and lemonade to drink. Christopher Leitch requested an emailed flier to distribute and Billy Crook requested half sheet fliers to pass out door to door in the neighborhood.

New Business

Revenue Guideline / Pricing Discussion

There are three classifications of programs the Park and Recreation Department offers. Essential Programs are those that provide a community benefit and contribute to quality of life (ie: minimal fee or FREE events.) Important Programs promote individual physical and mental well-being and provide recreational skill development. They are traditionally expected services and beginner instructional levels. (ie: swimming lessons or an intro class-direct fee covers instructor fee and course materials.) Value Added Programs are those where users enjoy exclusive benefits of the service (ie: swim team or personal training.) These programs receive no subsidy their minimum number of participants has to cover all costs. When setting fees for programs and memberships it necessary to look at other competition on the market. When establishing cost recovery targets staff needs to look at public versus private good (ie: programs with more public benefit should be more subsidized than those with more private benefits.) To begin to develop a revenue guideline, it is

necessary to understand how fees will impact the subsidy required. In an effort to gain direction in establishing membership fees, staff presented information from the statistically valid survey completed as part of the Master Plan. After discussing the information, board members suggested that staff create various pricing structures ranging from \$45/month - \$60/month with non-resident pricing ranging from 125% - 175% above the resident rate. In addition, determine the number of memberships required to be sold to successfully operate the facility while maintaining the desired subsidy. During the Master Plan process, it was stated that the current subsidy provided to Parks and Recreation would remain the same and user fees would be responsible for the difference. The current subsidy is approximately \$660,000/year. At the July meeting staff will return with an analysis of various fee structures and the impact it would have on the business plan.

Turkey Creek Festival – JCPRD Agreement

Staff will be meeting with JCPRD in July to update the agreement MPRD has with them for use of Antioch Park for Turkey Creek Festival. Currently, MPRD pays a considerable amount for rental of the park, paddle boats, etc. There is a question about how many years to continue the contract depending on what happens at the 5701 location. The agreement was included in the packet to educate the board on the requirements of the agreement. After the first meeting, staff will provide an update on possible changes related to the agreement.

Other Business

5701 Steering Committee Update

At the committee's last meeting three options reflecting various desires of keeping all, a part or none of the structure were presented. At the public meeting on Wednesday, June 26th the concept being presented for public feedback is one that tries to reutilize part of the 1911 building with the rest being open space for community events. The public meeting is scheduled for 7 pm at the Irene B. French Community Center.

Adjournment

Kathy Stull moved to adjourn the meeting at 8:30 pm and Thelma Fowler seconded; motion was approved unanimously.

CITY OF MERRIAM PARK AND RECREATION
ADVISORY BOARD MEETING MINUTES
Tuesday, July 23rd, 2019
6:00PM

Roll Call

The July meeting of the Merriam Parks & Recreation Advisory Board was called to order at 6:00 pm, by Chairperson Billy Crook. Board members in attendance included: Kathy Stull, LaVera Howard, Christopher Leitch, Thelma Fowler, Katie Leary and Grant Getzlow. Staff members in attendance included: Anna Slocum, Director; Dave Smothers, Assistant Director; Renee Nagle, Recreation Supervisor, and Ingrid Berg, Assistant Program Coordinator.

Public Comments

There was no one present for public comments.

Approval of Meeting Minutes

Christopher Leitch made a motion to accept the June meeting minutes and Katie Leary seconded the motion; motion was approved unanimously.

Staff Reports

Director's Report

Welcome New Park Board Member

It was discovered that the new member did not actually live in Ward 1 so staff is reposting the opening. Verbiage will be added to clarify ward boundaries.

Community Center Update

The building has officially gone vertical. The first piece of precast was set and is the south facing wall of the natatorium. Staff is currently working on courtyard design. The next design committee meeting is middle of August. The OAC is still meeting weekly. Staff is hoping to get Park Board members onsite for a tour sometime in the near future. In preparation of operating the new facility, interviews are set for the Aquatic Supervisor, Recreation Coordinator and Fitness Coordinator positions next week. The Facilities Operations Supervisor for the IBFCC was hired, but quit after two days therefore it will be reposted. The Facilities Maintenance Worker position is also vacant so at the moment the temporary person has shifted to doing both jobs. Rand has been at the IBFCC every other day trying to trouble shoot HVAC issues. It turns out, if it's really hot and humid the air compressor shuts down and the air in the pneumatic lines drains out of the system. The north side of the building seems to recuperate fairly quickly, but the south side takes about 12 hours to recover. With the recent rain, the building has also taken on water in all the usual places.

Turkey Creek Festival Agreement Update

Staff met with JCPRD to renew the TCF agreement and requested consideration for a few changes. Those included: the calculation on charges for food vendors and waiving the special event fee. Under the current agreement, the City pays to renting the shelters, fire pit, rose garden, and paddle boats. In addition, JCPRD receives \$100 for each food vendor. Food vendors pay \$125 to participate in the event. Even though the Festival is considered a joint event and JCPRD is coordinating an arts and crafts fair in Antioch Park as part of the Turkey Creek Festival, the City does not receive a portion of these vendor revenues. Yet the City is still charged a "special event fee" on top of other charges for use of the park. For the 2020 fiscal year, JCPRD is anticipating an increase in rental fees charged. These items will go to the Johnson County Parks and Recreation Commission in August. Once the agreement is through their process it will go before City Council for approval.

Assistant Director's Report

Reports

Farmers' Market Monthly Update

There has been an increase in number of shoppers in the past several weeks. In talking with the vendors, they are positive and feel good about the market. This past weekend, 33 of the 36 stalls were filled and Sean McNown drew a good crowd. To ensure the market stays competitive, staff will evaluate all fees with a recommendation for next season later this fall.

Upcoming Events

Tim Murphy Art Gallery

The opening reception for "Three Artists. A Journey of Discovery" is scheduled for Thursday, August 1st from 7-8:30 pm. This show features artists Matt Krawcheck, Jhulan Mukharji and Wendy Taylor.

Recreation Supervisor's Report

Reports

Party in YOUR Park Report-Quail Creek

There were 254 people in attendance at this event. The band, Beauty and the McBeest were a hit as were the food, inflatable, yard games and face painting.

Upcoming Events

National Night Out/Party in YOUR Park-Waterfall Park

This event is scheduled for Tuesday, August 6th from 6:00-8:00 pm at Waterfall Park (5191 Merriam Dr.) Merriam Police Department will be grilling hot dogs (donated by Natural Grocers) and serving chips. Mad Man's BBQ will be there with Nitro-ice cream. There will be live music by Erica McKenzie, Sister Act Face Painting, an inflatable and yard games as well as interactive games with Merriam Police Officers. Mayor Sissom will be helping with the ribbon cutting for the newest art installation "Hmmm" and artist Blessing Hancock will be on site for a public engagement activity for her art piece for the new community center.

Cruise Night

This event is scheduled for Saturday, August 10th from 6:30-8:30pm at the Marketplace. There will be door prizes, live music by the Troubadour Retrievers, food for purchase from Fresh & Tasty Catering, and staff will be promoting the Turkey Creek Car and Motorcycle Show.

New Business

Merriam Community Center Fee Recommendations

In the packet, staff included the study of membership fees for the new community center and the approach that was used to establish the fee structure. There was significant discussion around the four rate structures. The paid in-full annual membership provides the greatest value for all membership tiers. The formula for how the tiers were created was outlined in the memo. In the first several years, the majority of revenue will be generated by memberships followed by rentals and programs, staff reiterated that user fees must cover operations costs. Staff recommended Annual Household membership paid in full at \$660/year (calculates to \$55/month fee). Park Board members discussed concerns about marketing and recruiting people to sign up for memberships. There were concerns that the fee should be comparable to Mission and Overland Park versus Lenexa and Olathe. Although the ProForma was built at \$45/month fee this only accounted for less than half the predicted revenue to maintain desired subsidy. Since programs will be new, staff is anticipating it will take several years to build a program following. It would be detrimental to members to set an annual fee low that within the first two years would require a significant rate increase. Instead, it would be better to find ways to offer member rewards and perks either at time of renewal or periodically throughout the year. The goal

is to encourage preselling as much as possible as well as selling charter memberships. Christopher Leitch moved to accept staff fee recommendation of \$660/year annual household resident membership paid in full with the fee structure presented for that rate for all categories. In addition, create a Charter Membership fee based on Resident Household fee of \$45/month for the first 18 months with all categories pro-rated in the proposed rate structure. LaVera Howard seconded and the motion passed four to two.

Revenue Guideline Proposal

Included in the packet was a draft revenue guideline proposal. This document outlines how staff should approach setting fees for various programs and the differential rate charges. Included in this document are references to various policies such as Scholarships and Transfer/Withdrawal that will ensure requests for assistance are handled in an equitable manner. Kathy Stull moved to accept the revenue guideline recommendation proposed by staff with the addition of a corporate membership section and LaVera Howard seconded; motion was approved unanimously.

Other Business

5701 Steering Committee Update

At the final public meeting, the committee presented their recommendations to reutilize part of the 1911 building with the rest being open space for community events. They estimated cost of this project is \$4.5 million. The committee meets again on Thursday, July 25 to review the final draft and prepare for the presentation to City Council on August 12.

Adjournment

Kathy Stull moved to adjourn the meeting at 8:20 pm and Katie Leary seconded; motion was approved unanimously.

CITY OF MERRIAM PARK AND RECREATION
ADVISORY BOARD MEETING MINUTES
Tuesday, August 27th, 2019
6:00PM

Roll Call

The August meeting of the Merriam Parks & Recreation Advisory Board was called to order at 6:00 pm, by Chairperson Billy Crook. Board members in attendance included: Kathy Stull, LaVera Howard, Christopher Leitch, Kyle Cooper, Thelma Fowler and Grant Getzlow. Staff members in attendance included: Anna Slocum, Director; Dave Smothers, Assistant Director; Renee Nagle, Recreation Supervisor, and Ingrid Berg, Assistant Program Coordinator.

Public Comments

There was no one present for public comments.

Approval of Meeting Minutes

Billy Crook stated that in the July meeting minutes the motion for the motion made recommending membership fees for the Merriam Community Center was noted incorrectly. The motion passed four to two not five to one. In addition, he noted a few typographical errors. Christopher Leitch made a motion to accept the minutes with corrections and LaVera Howard seconded the motion; motion was approved unanimously.

Staff Reports

Director's Report

Park Board Member Appointment Update

Members welcomed newest member Kyle Cooper from Ward 1.

Community Center Update

Staff thanked members that attended the site visit on Monday, August 19th. Current work includes setting steel. Once the steel is in place in the natatorium walls the next milestone will be excavating the pools. The last piece of structural steel will be celebrated as a "Topping Out" ceremony scheduled for Wednesday, September 18th at 11:00 am on the new community center site. Currently, the project is on time and on budget. In preparing for opening the new facility, staff is anticipating not planning for classes to begin at the new location until September 2020.

Turkey Creek Car and Motorcycle Show Update

Included in the packet was a flyer used to promote the event. Board members were provided the 2019 dash plaques that will be part of the "swag" for car show entries. As of today there are 100 entries for the event on September 14 which is more than average compared to past years. There have been \$6,200 in monetary sponsorships and \$1,300 in kind donations. The goal with sponsorships is to cover the \$4,000 grand prize and \$500 Young Guns award. The financial goal of this event is to for registrations and sponsorships to cover the direct costs.

New Staff Update

A new Aquatics Supervisor, Recreation Coordinator and Maintenance 1 worker have been hired. Staff has scheduled second interviews with two applicants for the Facilities Operations Supervisor position and are still reviewing applications/resumes for a Fitness Coordinator.

Assistant Director's Report

Reports

Farmers' Market Monthly Update

There were 640 shoppers at the market last weekend (8/24) which beat the same weekend last year. This is high season for the market, as harvests usually start to drop off about this time. There was a question about whether the lighting problems on the "Planting the Seed" sculpture has been fixed. Staff stated that there were two issues: one being that water tripped the circuit and the other that the daylight savings time impacted the timer schedule.

Upcoming Events

Tim Murphy Art Gallery

The opening reception for "To See...Photographic Perspective" is scheduled for Thursday, September 5th from 7 - 8:30 pm. This show features artists Roger Cissner and Steve Hauck. The third artist stepped down due to family health reasons. Staff is thinking of a possible art "Hall of Fame" show to kick off the gallery at the new community center.

Recreation Supervisor's Report

Reports

Party in YOUR Park Report-Campbell Park

There were 115 people in attendance at this event which is low and most likely due to the heat. The band, Nick Nave was a hit as were the food, inflatable, yard games and face painting.

National Night Out/Party in YOUR Park-Waterfall Park

There were 256 people in attendance at this event. In addition to MPRD and the Merriam police department being on site, there was Girls on the Run, Natural Grocers, artist-Blessing Hancock, Madman's ice cream, Sister Act Face painting and musician Erica McKenzie. There was a dedication for the art piece "Hmmm" and Home Depot donated a Ring doorbell for the giveaway drawing. There was a question about whether MPRD owns or rents the stage. The stage is a new addition to these events and increases the professionalism to the event. The stage rented is bulky and very heavy. It takes a professional crew approximately 20 minutes to set it and the rental company holds the liability when constructed. A stage of this size would cost upwards of several thousand dollars but then would require staff and equipment to haul and set it up, in addition to finding storage space. Fold up stages cost upwards of tens of thousands of dollars to purchase and have the same liability when assembling as well as the storage and hauling requirements. At this time, rental is the most feasible option but as with all events, this will be an opportunity to evaluate on an annual basis. There was a discussion about the various art pieces remaining to be installed. Kathy Stull shared the process the Art Committee uses in selecting new art pieces and the location of the remaining pieces.

Upcoming Events

MDL

This event is scheduled for Saturday, October 5th from 11 am-6 pm. Embrace the Grape will be on site for beer and wine. Musical entertainment throughout the day will be from: Four Fried Chickens and a Coke, Red Guitar, The Stolen Winnebagos, Fast Times and Noe Palma. Kids activities, a Cornhole Tournament, food trucks and a beer garden round out the event.

New Business

SuperPass Participation Discussion

The SuperPass allows members from six cities, Merriam, Roeland Park, Mission, Fairway, Prairie Village and Leawood, to utilize each other's outdoor pools. This is for outdoor pools only which puts Merriam in a unique situation at the new facility. Staff shared data regarding the Superpass program. In 2017, 37 superpasses were purchased, of which 29 were

purchased by Merriam Residents. In addition, visits to Merriam from other cities garnered an additional 1,901 visits from the other five cities. Since other cities have completed renovations recently, staff provided insight to how their superpass visits were impacted the first years after project completion. Mission has seen their participation almost double from 2,676 to 4,371 and 4,329 the first two years after completion. Fairway experienced a 150% increase the first year from 3,263 visits to 8,031 visits! The second year experienced an additional the increase of 21%. Their superpass visit count has remained over 10,000 in subsequent years. Fairway accounts for approximately 40% of all superpass visits. Discussion from Park Board members included:

- It may be a good way to draw people to the new center.
- There was concern about keeping track of where they are going once in the door. It was suggested to try an arm band indicating access was only allowed to the outdoor pool use only.
- Concern was expressed that if Merriam did not participate in Superpass, residents that are already unhappy about the size of the new outdoor pool now do not have an option to participate in a true outdoor pool experience without having to purchase a non-resident pass at different pool. This would then make them ineligible to purchase a superpass for an additional year due to the restrictions of the pass.
- Considering the foot traffic the first year of people wanting to check out the facility, the uncertainty of grand-opening coupled the nuances of a new facility, it might be better to skip one summer to allow staff time to do more research and evaluate how this program could work moving forward.

Kathy Stull made a motion to not participate in the SuperPass program for summer 2020. and Kyle Cooper seconded; motion passed four (yes) to two (no).

Boards and Commissions Membership Fee Discussion

Currently, there is a city code that states members of Boards and Commissions are eligible to receive a free membership for their household to the Irene B. French Community Center and Merriam Aquatic Center as service to their community. As with all items associated with the fees and existing facilities, evaluation of program fees is required. Staff estimates there are approximately 30 people serving in various roles eligible for this benefit. If all participate in a free household membership based on recommended fees the cost of the benefit would be \$19,800. Discussion included:

- Should there be “buy-in” into the department similar to what other boards and organizations ask of their members?
- Serving is a civic duty, volunteers should not look for a benefit or appreciation for time served.
- There is an expectation that board members regularly use facilities, talk to patrons, this benefit eliminates the barriers to making recommendations.
- Would it be possible to “donate” the benefit as part of the scholarship program if not used?
- Is this really a recommendation that Park Board should be making to City Council? This feels as it is more a Council benefit and mandate.

LaVera Howard moved to leave this benefit as is and Christopher Leitch seconded; motion passed five (yes) to one (no).

Rental Fees

The proposed room rental rate is included in the packet. In preparing the recommendation, staff reviewed and evaluated the current fee structure and processes as well as researched neighboring cities of Mission, Overland Park and Shawnee as comparison. The comparison was based on banquet seating occupancy. The discussion of proposed rates focused on the difference between small, medium and large room rental rates. The small room at \$35 with a medium room at \$60 does not carry the same differentiation to the large room at \$95. Based on the difference between small and medium, the large room rate is too high. Yet when the large room is compared to the neighboring cities that is the market rate. Although occupancy doubles between the spaces, adding the third room with occupancy of 224 people, is

going to be a higher profile event and the additional 112 people will place more strain on resources and staffing. The proposed discount for larger events is for one-time events, not recurring rentals. Since we have groups that like to rent the gymnasium for weekly practices, this discount would not apply in those cases. There was a question regarding the rate associated to the whole gymnasium versus half. It is staff's intent that the whole gym would only be available after hours thus adding staff fees into the rate. At this time, staff feels it is imperative that there always be one court available for open court times. Pool rentals would also only occur after hours. There will be a schedule associated to the pool for lap swimming, open swimming and program time. Kathy Stull moved to accept proposed room rental fees as listed and LaVera Howard seconded; motion passed unanimously.

Corporate Membership Discussion

As a continuation of the Revenue Guideline discussed in previous meetings, staff researched various corporate membership programs. There were numerous types of programs but the general theme included three basic types: a discount to the corporation based on the number memberships sold, a buy in program that required the corporation to pay a fee with employees then provided a discount membership, or employees of resident businesses treated as residents. While reviewing the programs it became evident that administration of a program needed to remain easy which immediately eliminated the first type of program. The second program, it was difficult to determine the corporate buy in rate based on the number of employees. Since Merriam has a variety of small businesses, there was no clear formulate to determine tiers. The last option, of allowing Merriam business to sign an agreement to promote the opportunity to their employees to purchase a membership at the resident rate allowed for the easiest to administer eliminating the concern that someone would be paying less than a Merriam resident. In order to be eligible, the business would sign an agreement with the city, recognizing the benefits of promoting health and wellness with their employees. Once the agreement is signed, employees would need to provide proof of employment through a paystub or letter from the company representative on letterhead. This opportunity also provides for a partnership between the city and businesses and opens the door for other opportunities such as sponsorship. If the business chose to take the benefit further internally by assisting to pay for a portion would be between them and their employee. Through this discuss it was also recommended that staff investigate Pure Fit and Silver Sneakers for the new community center. This will be a task assigned to the new Fitness Coordinator once hired. Christopher moved to accept the above corporate membership policy and Kyle Cooper seconded; motion passed five (yes) and one (abstained).

Other Business

September Meeting Conflict

Anna will be at the NRPA conference for the September, 24th meeting. It was asked if board members would like to go ahead with the meeting as scheduled with Dave Smothers serving in Anna's absence or if they would prefer to reschedule to the week prior. Thelma Fowler made a motion to keep the September Park Advisory Board meeting on Tuesday the 24th and LaVera Howard seconded; motion passed unanimously.

Adjournment

Kathy Stull moved to adjourn the meeting at 8:15 pm and LaVera Howard seconded; motion was approved unanimously.

DRAFT



City of Merriam Parks and Recreation Revenue Guideline

The City of Merriam Parks and Recreation Department prides itself in providing first class recreational opportunities to the citizens of Merriam. The Department cannot operate its programs and services on tax subsidy alone, there is a need to establish a set of fees and/or charges that are fair and equitable for the use of facilities, programs and services offered by the Department.

Fees and charges will supplement ordinary revenue sources, not replace them, nor will they be used to diminish the responsibility to provide public open space and leisure opportunities. Rather, fees and charges will be viewed as a method to expand and to continue to provide basic services on an equitable basis. The establishment of fees and charges creates value for the service or facility. It also provides the ability to ration limited services and allows for a better ability to control the number of participants.

The policy guidelines are intended to address pricing needs for programs, facilities and services. It should allow for a comprehensive operation that is financially feasible, sustainable and affordable while providing outstanding service to residents. The guideline is based on establishing fees proportionate to the benefit received. Programs can be divided into three categories:

- Essential
- Important
- Value-Added

ESSENTIAL PROGRAMS are as those that provide a community benefit. The programs, facilities and services benefit the community as a whole and contribute to quality of life within Merriam. They increase property value, provide safety, address social needs and enhance quality of life for residents. The community generally pays for these basic services and facilities through taxes and are offered at minimal or no fee. To determine classification a program defined as essential has these common properties:

1. It is difficult to determine benefits received by one user.
2. The service/program is equally available to everyone in the community and should benefit everyone.
3. Any fees charged shall be viewed as a method to continue to provide basic services.
4. Fees may be charged to ration limited availability.

Examples include: special events, environmental stewardship programs, volunteer activities, unreserved use of parks, pavilions, playgrounds, and outdoor courts/fields and the costs associated with their maintenance.

IMPORTANT PROGRAMS are as those that promote individual physical and mental well-being and provide recreational skill development. These are generally more traditionally expected services and beginner instructional levels that are more self-paced and everyone plays. They may require considerable staff planning, supervision and benefit both the participant and community due to their education and /or safety value. The percentage of subsidy is based on the target user group. To determine classification a program defined as important has these common properties:

1. Requires facilities, supplies, equipment and/or significant staff planning and supervision specific to the service.
2. Benefits both the participant and community due to their education, cultural or physical value.
3. The service uses consumable materials.
4. The service requires added preparation or clean-up.
5. The service requires contracted services or instruction at an additional cost.

Examples include: entry level physical fitness classes, swim lessons, and community center memberships.

VALUE-ADDED PROGRAMS are those where the individual participant or user group enjoys the benefits of the service exclusively or a heightened level of service over the basic need. These services may also provide advanced, high levels of personal instruction, are geared at developing personal skills and may have a prerequisite skill to participate. These programs are revenue generators as they receive no subsidy. To determine classification of a program defined as Value-added has these common properties:

1. The level of service attributable to the user is known.
2. Individuals or groups benefit versus the community.
3. Impact of the individual service proved is great.
4. The service requires contracted services or instruction at an additional cost.
5. Alternative providers readily available within the local market.

Examples include: swim team, advanced personal training or small group training classes.

Fees and Charges

Programs and Special Events

Recreation programs and special events shall recover their costs in a manner that is proportional to their benefit to the general population. Recreation programs and special events will be established in a manner that the revenues collected recover costs in the following manner:

Essential	0 - 40% direct cost recovery
Important	100% direct cost recovery
Value-Added	125% direct cost recovery

Direct Cost is defined as all the specific, identifiable expenses associated with providing a service. These expenses include, but are not limited to wages and benefits, contracted services, rental of facilities and equipment directly related to the service and purchased equipment and supplies.

Most recreation programs shall be planned that the minimum enrollment shall recover costs. There shall be no cost differential between resident and non-resident participants.

Differential Fees

Differential fees between resident and non-residents will be charged for memberships and rentals of facilities such as rooms, shelters and field space. The differential will be 125% of the resident fee. In addition, a commercial rate will be established for those that will be charging a fee to participants or the event will provide a level of monetary gain back to the individual or organization renting the facility. This rate will be 150% of the resident fee.

Late Fees

Late fees will be charged for recreation programs in which the planning of the program depends on the number of registrants at the time that the advertised registration period ends since late registrations can cause disruptions and delays. The late fee must be advertised in all promotional material in which the fee is posted. The fee shall not exceed \$20.

Scholarship Policy

Households who desire to participate in a recreational program or membership should not be denied the opportunity due to financial hardship. A scholarship program will be created to provide residents who require financial assistance an opportunity to participate in programs.

Refund Policy

In an effort to maintain the highest level of customer service, a refund / transfer policy will be created. This policy will be enforced for all programs unless noted in the program description.

Donation Request Policy

In an effort to be a good community partner with non-profit agencies requesting donations for fundraising events, a policy will be created to provide direction on how such requests will be managed.

Corporate Policy

In an effort to be a good community partner with area businesses, a policy will be created to assist employers in creating a healthier workforce by offering memberships to their employees at a discounted rate.

Review of Fees

Fees shall be reviewed annually. Recommendation for adjustment will be made to City Council for approval.

DRAFT



City of Merriam Parks and Recreation Refund/ Cancellation/ Transfer Policy

The City of Merriam Parks and Recreation Department prides itself in providing first class recreational opportunities to the citizens of Merriam. Although patrons have the desire to attend all sessions for programs for which they are registered, there may be circumstances that prevent them from completing the program. Recognizing the need to provide assistance with these situations, the following outlines how refunds will be addressed. All refunds are processed Monday – Friday 8am – 5pm. For purpose of point of notification, written requests that can be verified by date will be accepted during all hours of operation at the Irene B. French Community Center front desk. Refunds for transactions paid by credit card, regardless of the amount, will be credited to the account on the day the cancellation is approved. Transactions paid by cash or check will be reimbursed by check, unless less than \$10, please allow up to three weeks for payment. Refunds less than \$10 will be reimbursed through petty cash and will require the signature of the person eligible for the refund. Administration reserves the right to review and alter policy as needed. Notification of change will be provided in writing on the website and posted at the Irene B. French Community Center front desk of any modifications to the policy.

PROGRAM REFUND/TRANSFER POLICY:

- If a class is cancelled due to insufficient enrollment, a full refund will be issued.
- Refunds made prior to 72 hours will incur a \$10 processing charge, unless placed on household account.
- If the class has started, there is the option to transfer to another class no later than the second class date. Fees assessed for classes that have occurred will be deducted from point of notification. Credit remaining will be applied to new class and participant will be responsible for the balance due, if any.
- A participant may choose to withdraw from a class. From point of notification, participant will be charged for the classes that have occurred. At the discretion of the participant, the remaining balance can be placed on a "household account" or a refund processed. If choosing a refund, a \$10 processing fee will be deducted.
- During inclement weather, classes may be cancelled based on current weather conditions by Park staff, the weather hotline will be updated with cancellation information. Class make-up will be added to the end of the session. In the event that a make-up is not possible, a refund will be issued to the household account in the amount equal to the cost of one class.
- Instructors have the authority to cancel class for adverse weather on a class by class basis. If the instructor cancels the class, it is the responsibility of the instructor to notify students directly. Class make-up will be added to the end of the session. In the event that a make-up is not possible, a refund will be issued to the household account in the amount equal to the cost of one class.

MEMBERSHIP REFUND/TRANSFER POLICY:

- The total fee charged for each membership is calculated based on the average number of weeks the membership is valid. Using a formula to calculate the number of weeks that have lapsed at point of notification for refund, the refund will be for the balance of weeks remaining in the valid pass. At the discretion of the participant, the entire balance can be

placed on a “household account” or a refund processed. If choosing a refund, a \$10 processing fee will be deducted.

- Upgrading or changing membership types will follow a similar process. In the event a membership is upgraded, the patron will be responsible for the balance due. In the event that the membership is downgraded, it will be at the discretion of the participant, that the balance be placed on a “household account” or a refund processed. If choosing a refund, a \$10 processing fee will be deducted.

ROOM RENTAL REFUNDS:

- The permit holder must request cancellation of event in writing. If the request is received at least 31 days prior to rental date the damage deposit and rental fee, less a \$10 processing fee will be returned.
- The permit holder must request cancellation of event, in writing. If the request is received within 30 days prior to the rental date the damage deposit will be returned in its entirety, no refund on any rental fees paid.
- The facility may be closed by Park staff for inclement weather. If this occurs, the rental will be canceled and the renter issued a full refund.
- A renter may request to reschedule an event during inclement winter weather. The new date will be determined on availability of space originally rented at no additional cost. In the event a date cannot be mutually decided upon, the rental fee will be placed on a household credit for future use.

SHELTER RENTAL REFUNDS:

- If the permit holder requests cancellation of event, in writing, at least 31 days prior to the rental, a refund will be processed for the rental fee less a \$10 processing fee.
- If the permit holder requests cancellation of event, in writing, within 30 days of the rental, the permit holder forfeits all rental fees.

HOUSEHOLD ACCOUNT BALANCE REFUNDS:

- In February of each year, households that have an account balance will have the credit balance refunded to the head of household. For balances greater than \$10, a check will be issued through the City’s Finance Department. For balances less than \$10, the refund will be paid through petty cash and require the signature of the head of household.



City of Merriam Parks and Recreation Corporate Membership Policy

The City of Merriam Parks and Recreation Department prides itself in providing first class recreational opportunities to the citizens of Merriam and being a good community partner. The Parks and Recreation Department is committed to helping members of the community improve health and wellness. Recognizing that the business community is a significant part of the daily community and healthy, happy people are good employees, the creation of a corporate policy creates a benefit many employers are seeking to offer employees. Companies who offer staff a fitness program option see benefits in reduced absenteeism, job satisfaction, reduced stress, employee retention and reduced health care costs.

Corporate Membership Qualifications:

- Eligible businesses will have a physical address within the city limits of Merriam with a current and verified business license.
- Eligible businesses will sign an agreement acknowledging participation in corporate membership program to allow employees to participate.
- Employees of eligible businesses will be entitled to purchase membership of choosing at the resident rate regardless of their residence status.
- Employees will be required to show proof of employment at time of transaction. Eligible documents include:
 - most recent paystub
 - verification of employment from corporate contact on company letterhead
- Proof of employment is required annually upon renewal.

PARKS & RECREATION
PROPOSED FEES
NEW COMMUNITY CENTER

ROOM RENTAL FEES (PRICES PER HOUR)

Room Type	Res./Bus.	Non-Res.	Comm.
Small Banquet / Meeting Room	\$35	\$45	\$55
Medium Banquet / Meeting Room	\$60	\$75	\$90
Large Banquet / Meeting Room	\$95	\$120	\$145
Classroom	\$30	\$35	\$45
Conference Room	\$25	\$30	\$40
Party Room	\$30	\$35	\$45
Gymnasium			
Half	\$30	\$40	\$50
Whole*	\$40	\$50	\$60
Aquatics*			
Outdoor	\$200	\$250	\$300
Indoor	\$200	\$250	\$300
Therapy	\$120	\$150	\$180
After Hour Staff Charges	\$20/hr./ea.	\$20/hr./ea.	\$20/hr./ea.
Coffee Service			
Sound System			
AV Equipment			
Tablecloths			
Table skirting			

*Only available for rent after close of facility. Additional staffing charges apply for gymnasium. Pool fee includes staffing up to 40 guests.

RENTAL DISCOUNTS	
Rentals spending \$2,100 - \$3,000	10%
Rentals spending \$3,001 - \$5,000	20%
Rentals spending \$5,001 and above	\$1,500 max

FITNESS CENTER FEES

	Annual
Resident Charter Membership*	
Household^	\$540
Senior Household**	\$430
Adult	\$325
Senior	\$270
Youth	\$270
Additional Members	\$95

	Annual
Non Resident Charter Membership*	
Household^	\$675
Senior Household**	\$540
Adult	\$405
Senior	\$340
Youth	\$340
Additional Members	\$120

*must be purchased before new community officially opens in 2020

	Annual	Monthly
Resident Memberships		
Household^	\$660	\$60
Senior Household**	\$530	\$50
Adult	\$400	\$40
Senior	\$330	\$30
Youth	\$330	\$30
Additional Members	\$120	\$11
Non-Resident Memberships		
Household^	\$825	\$75
Senior Household**	\$665	\$65
Adult	\$500	\$50
Senior	\$415	\$40
Youth	\$415	\$40
Additional Members	\$145	\$14

Day Pass Fee	
Resident	\$9
Non-Resident	\$12

^Household shall be defined as two adults and up to four (4) dependent children as defined by IRS Qualifying Age Rule at the same address. Children 18 – 24 must provide proof of residency. The IRS Qualifying Age Rule per the IRS website (<https://www.irs.gov/credits-deductions/individuals/earned-income-tax-credit/qualifying-child-rules>)

**Senior Household shall be defined as two adults, at the same address, one of which must be 60 years of age.

Residency is defined as:

- any person who has a permanent residence within the Merriam City limits
- any person owning taxable real estate in Merriam

Proof required with a valid driver's license or state id, current city business license or Notice of Appraised Value issued by the Johnson County Assessor's Office.



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Cardio Equipment Lease Agreement – New Merriam Community Center

SUBMITTED BY: Anna Slocum, Director Parks and Recreation

MEETING DATE: February 10, 2020

PROJECT BACKGROUND/DESCRIPTION:

In preparation for the opening of the Merriam Community Center, a Request for Proposal was released to fitness suppliers with specifications to provide a layout of a fitness center floor. The vendors participating in the process participate in government buy programs ensuring the most competitive pricing. Advanced Exercise was chosen for the following reasons:

1. As the existing strength equipment vendor, it will allow for the new strength pieces purchased to blend with the existing 8 pieces of strength equipment.
2. Equipment has a three-year warranty and includes quarterly preventative maintenance at no additional charge.
3. Advanced Exercise will move existing strength pieces and two existing cardio pieces (SciFit Step One Stepper and rower) at no additional charge.

The decision to lease equipment versus purchase was made due to the unknown use / abuse of equipment. After three years, there will be ample data to determine which pieces need to be replaced and which pieces have a longer life expectancy. The lease includes the following equipment: 2 power mills; 10 treadmills; 3 cross-trainers; 2 recumbent bicycles; 1 upright bicycle; 2 total body trainers; 1 SciFit Step One Stepper; and 1 indoor cycle.

The terms of the lease are for 3 years beginning May 1, 2020 – May 31, 2023. The lease will be paid in two installments; one at order the other upon completion of delivery. The option to purchase the equipment at the end of the term can be done by paying the residual value of the equipment (\$22,076). At the end of the lease, the equipment returns to Advanced Exercise Equipment if option to purchase is declined.

Agreement has been approved to form by city attorney.

CITY COUNCIL GOALS AND OBJECTIVES

Enhance Community Identity and Connections

Provide Exceptional Service Delivery

FINANCIAL IMPACT

Amount of Request/Contract: \$114,798

Amount Budgeted: \$130,000

Funding Source/Account #: New Community Center Construction Project BM1802

SUPPORTING DOCUMENTS

Equipment Rental Agreement

ACTION NEEDED/STAFF RECOMMENDATION

Staff recommends approval of the agreement with Advanced Exercise Equipment and requests authorization for the Mayor to execute the agreement.

EQUIPMENT RENTAL AGREEMENT

THIS EQUIPMENT RENTAL AGREEMENT (this “Agreement”) dates this _____ day of _____, _____

BETWEEN:

Advanced Exercise Equipment of 861 Southpark Dr. #100 Littleton, CO 80120

(the “Lessor”)

OF THE FIRST PART

AND

Merriam Parks and Recreation of 6040 Slater, Merriam, KS 66202

(the “Lessee”)

OF THE SECOND PART

(the Lessor and Lessee are collectively the “Parties”)

IN CONSIDERATION OF the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Lessor leases the Equipment to the Lessee, and the Lessee Leases the Equipment from the Lessor on the following terms:

Definitions

1. The following definitions are used but not otherwise defined in this Agreement:
 - a. “Casualty Value” means the market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment.
 - b. “Equipment” means Exercise Equipment which has an approximate value of \$126,152.00. The exercise equipment shall be new equipment, which has not previously been sold to or used by another consumer.
 - c. “Total Loss” means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment, excluding losses caused by breach of Lessor’s warranties to Lessee.

Lease

2. The Lessor agrees to lease the Equipment to the Lessee, and the Lessee agrees to lease Equipment from the Lessor in accordance with the terms set out in this Agreement.

Term

3. The Agreement commences on May 1, 2020 and will continue until May 31, 2023 (the “Term)

Rent

4. The rent will be paid in two installments of \$57,399. The first is due March 1, 2020 when the order is placed. The second is due May 1, 2020, after completion of the delivery

Residual Value

5. The residual value (the Residual Value”) of the equipment is \$22,076.00

Purchasing the Equipment

6. The Lessee has the option to purchase the Equipment at the end of the Term by paying following amounts:
 - a. the Residual Value of the Equipment; and
 - b. any fees, taxes and expenses related to the purchase of the Equipment.
7. After the Lessee has paid all of the costs and fees associated with purchasing the Equipment, the Lessor will return the following amounts, or the remaining portions of these amounts, to the Lessee:
 - a. any money received from an insurance claim or action that is not used to repair or replace the Equipment.

Delivery of Equipment

8. The Lessor will, at the Lessor’s own expense and risk, deliver the Equipment to the Lessee at 6040 Slater, Merriam, KS 66202.

Warranties

9. The Equipment will be in good working order and good condition upon delivery.

10. The Equipment is of merchantable quality and is fit for the following purposes: Community Center Equipment. This warranty is for a period of three years. The warranty covers manufacturing defects in the equipment and does not cover normal wear and tear. A manufacturing defect, shall not be considered equipment damage which Lessee has the responsibility to repair or replace
11. In the event that any of the foregoing warranties are breached, the Lessor shall within a period of 14 days repair or replace the defective equipment.

Loss and Damage

12. To the extent permitted by law, the Lessee will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause.
13. If the Equipment is lost or damaged, the Lessee will continue paying rent, will provide the Lessor with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance and condition. This means putting the equipment in a condition which is fit for its original purpose, excluding wear and tear.
14. In the event of Total Loss of the Equipment, by means of casualty, the Lessee will provide the Lessor with prompt written notice of such loss and will pay to the Lessor all unpaid Rent for the Term plus the Casualty Value of the Equipment, at which point ownership of the Equipment passes to the Lessee.

Ownership, Right to the Lease and Quiet Enjoyment

15. The Lessor warrants the Equipment is the property of the Lessor and will remain the property of the Lessor, during the entirety of the term of this lease.
16. Lessor warrants that the Equipment is not encumbered by a security interest and further warrants that Lessor shall not encumber the Equipment with a security interest during the term of this lease.
17. The Lessee will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner

18. The Lessor warrants that that the Lessor has the right to lease the Equipment in according to the terms in this Agreement.
19. The Lessor warrants that as long as no Event of Default has occurred, the Lessor, will not disturb the Lessee's quiet and peaceful possession of the equipment or the Lessee's unrestricted use of the Equipment for the purpose for which the Equipment was designed.

Surrender

20. At the end of the Term or upon earlier termination of this Agreement, the Lessee will make the Equipment available for pick up at the place of delivery. If the Lessee fails to make the Equipment available for pick up, after providing Lessee with seven (7) days prior written notice of the date for pick up, the Lessee will pay to the Lessor any unpaid Rent for the Term plus the Casualty Value of the Equipment plus 10% of the Casualty Value, at which point ownership of the Equipment will pass to the Lessee.

Insurance

21. The Lessee will, during the whole term and for as long as the Lessee has possession of the equipment, take out, maintain and pay for comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use of the equipment. The insurance policy will have limits of at least \$500,000
22. The insurance will name Lessor as an additional insured so that both the Lessor and Lessee will be protected from the liability and will provide primary and non-contributing coverage for the Lessor. The insurance policy will have a provision that it will not be modified or cancelled unless the insurer provides the Lessor with thirty (30) days written notice stating when such modification or cancellation will be effective.
23. Upon written demand by the Lessor, the Lessee will provide the Lessor with an original policy or certificate evidencing such insurance.
24. The Lessee appoints the Lessor as the Lessee's attorney-in-fact ("Attorney") with the power to maintain the above insurance and to secure payments arising out of any insurance policy required by this agreement. The Attorney has the power to do all acts that are necessary or desirable to secure such payments.
25. If the Lessee fails to maintain or pay for such insurance, the Lessor may, but is not obligated to, obtain such insurance, the Lessee will pay to the Lessor the cost of such insurance upon notification from the Lessor of the amount.

Default

26. The occurrence of any one or more of the following events will constitute an event of default (“Event of Default”) under this Agreement:
- a. The Lessee fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches the Lessee’s obligations under this Agreement.
 - b. The Lessee becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the Federal bankruptcy law of the United States or another competent jurisdiction.
 - c. A writ of attachment or execution is levied on the Equipment and is not released or satisfied within 10 days.

Remedies

27. On the occurrence of any Event of Default, the Lessor will be entitled to pursue any one or more of the following remedies (the “Remedies”):
- a. Declare the entire amount of the Rent for the Term immediately due and payable without notice or demand to the Lessee.
 - b. Apply the Deposit toward any amount owing to the Lessor.
 - c. Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default.
 - d. Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Lessee waives any and all damage occasioned by such taking of possession.
 - e. Terminate this Agreement immediately upon written notice to the Lessee.
 - f. Pursue any other remedy available in law or equity.

Assignment

28. THE LESSEE WILL NOT ASSIGN THIS AGREEMENT, THE LESSEE’S INTEREST IN THIS AGREEMENT OR THE LESSEE’S INTEREST IN THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE LESSOR.
29. If the Lessee assigns this Agreement, the Lessee’s interest in this Agreement or the Lessee’s interest in the Equipment without the prior written consent of the Lessor, the Lessor will have

recourse to the Remedies and will be entitled to all damages caused by the transfer to the extent that the damages could not reasonably be prevented by the Lessor.

30. THE LESSOR WILL NOT ASSIGN THIS AGREEMENT, THE LESSOR'S INTEREST IN THIS AGREEMENT OR THE LESSOR'S INTEREST IN THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE LESSEE. THE LESSOR WILL NOT ASSIGN OR TRANSFER THE LESSOR'S RIGHT TO COLLECT RENT OR ANY OTHER FINANCIAL OBLIGATION OF THE LESSEE.

31. If the Lessor assigns or encumbers this Agreement, the Lessor's interest in this Agreement or the Lessor's interest in the Equipment without the prior written consent of the Lessee, the Lessee will be entitled to terminate this Agreement without penalty. To the extent that the Agreement is so terminated and the Equipment is returned prior to the end of the Term, the value of any prepaid rent for the remainder of the Term shall be immediately due and payable to Lessee.

Renewal

32. The Lessee may renew this Agreement for an additional Term if the Lessee has given the Lessor 30 days written notice of the Lessee's intention to renew and if the Lessee is not in default of any of the terms under this Agreement. Other than is agreed upon in writing between the parties, the renewal will be on the same terms as this Agreement, except for this renewal clause.

Address for Notice

33. Service of all notices under this Agreement will be delivered personally or sent by registered mail or courier to the following addresses:

Lessor: Advanced Exercise Equipment, 861 Southpark Dr #100 Littleton, CO 80120

Lessee: Merriam Parks and Recreation, 6040 Slater, Merriam, KS 66202

Governing Law

34. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Colorado (the "State"), without regard to the jurisdiction in which any action or special proceeding may be instituted. This choice of law provision is inapplicable to the extent that Kansas law exclusively applies to municipal corporations of the state of Kansas in determining and adjudicating the rights, privileges and immunities of the Lessee.

General Terms

35. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
36. Time is of the essence in this Agreement.
37. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Agreement.
38. Neither Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.

Notice to Lessee

39. **NOTICE TO THE LESSEE:** This is a lease. You are not buying the Equipment. Do not sign this Agreement before you read it. You are entitled to a completed copy of this Agreement when you sign it.

IN WITNESS WHEREOF Advanced Exercise Equipment and Merriam Parks and Recreation have affixed their signatures by a duly authorized officer seal on this _____ day of

_____, _____

Advanced Exercise Equipment

(Witness)

Per: _____(c/s)

City of Merriam

(Witness) Julianna Pinnick City Clerk

Per: _____(c/s)

Ken Sissom, Mayor



advanced exercise

advancedexercise.com | 861 SouthPark Drive #100, Littleton, CO 80120 | 800.520.1112

CONSULTANT

Jeff Paxton
jpaxton@advancedexercise.com
Phone: 913.980.1233
Fax: 720.407.4023

Date: January 08, 2020
Quote Expires: 45 day(s)
Proposal # 044896-R5

BILL TO

Merriam Parks and Recreation - Cardio Bid
Merriam Community Center 6040 Slater Street
Merriam, KS 66202

SHIP TO



Merriam Parks and Recreation
Merriam Community Center 6040 Slater Street
Merriam, KS 66202



Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
MISC	Advanced Exercise	Preventative Maintenance (12 visits over 3 years)		0.00	12	\$








CARDIO EQUIPMENT

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
INPMDX-ALLXX	Life Fitness	Powermill with X Console (Arctic Silver or Titanium) 	<ul style="list-style-type: none"> • Sure Step System™ AC Motor • Broad Speed Range from 12-185 SPM • Largest Step Surface in the industry • MaxBlox™ Pinch Protectors • 7 in. Touch LCD Color Screen • 19 Languages • 21 Workout Programs, Quickstart and 6 Rotating • USB Charging Port • WiFi • Bluetooth & NFC Co 	7,049.25	2	\$14,098.50
INTDX-ALLXX	Life Fitness	Integrity DX Treadmill 	<ul style="list-style-type: none"> • 4 H.P. (8 H.P. Peak) AC Motor • 7 in. LCD Color Console • 0.5-14 MPH • 0%-15% Elevation • 22" x 60" Running Surface • 21 Workout Programs • WiFi • Bluetooth & NFC Compatibility • Remote Speed and Incline Controls • USB Charging Port • Heart Rate Monitoring: Life Pulse™ Hand 	5,949.30	10	\$59,493.00






advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
INXDX-ALLXX	Life Fitness	Integrity DX Cross-Trainer 	<ul style="list-style-type: none"> • 20" Stride Length • 25 Resistance Levels • 21 Workout Programs • 7in LCD Touchscreen • Flexform Non Slip Pedals • Multi Grip Handlebars with Remote Control • USB Charging Port • Heart Rate Monitoring: Life Pulse™ Hand Sensors and Polar® Telemetry • Bluetooth Capability • 8 	4,274.25	3	\$12,822.75
INRDX-ALLXX	Life Fitness	Integrity DX Recumbent Bike (Arctic Silver) 	<ul style="list-style-type: none"> • 25 Resistance Levels • 21 Workout Programs • 7in LCD Touchscreen • Step Through Design • Self Leveling Pedals • Remote Controls on Handlebars • USB Charging Port • Heart Rate Monitoring: Life Pulse™ Hand Sensors and Polar® Telemetry • Recumbent Seat with Built-in Grooves 	3,224.25	2	\$6,448.50
INCDX-ALLXX	Life Fitness	Integrity DX Upright Bike 	<ul style="list-style-type: none"> • 25 Resistance Levels • 21 Workout Programs • 7in LCD Display • Self Leveling Pedals • Remote Controls on Handlebars • USB Charging Port • Heart Rate Monitoring: Life Pulse™ Hand Sensors and Polar® Telemetry • Comfort Curve Seat with Built-in Grooves • 41.5" L x 24.5" W x 	3,036.75	1	\$3,036.75
INATTSX-ALLXX	Life Fitness	Arc Trainer Total Body X Console (Arctic Silver or Titanium) 	<ul style="list-style-type: none"> • X Console with Color LCD Interactive Screen • USB Charging Port and iPad Holder • 24 Languages • WiFi Connectivity • Bluetooth & NFC Compatibility • Asset Management and Customization via Halo Fitness Cloud • Life Pulse™ Hand Sensors and Polar® Telemetry Heart Rate • 24 	6,749.25	2	\$13,498.50
GROUP-ROW	Life Fitness	GX Row 	<ul style="list-style-type: none"> • Fluid Technology Resistance provides smooth motion • 16 Levels of variable resistance • Compact footprint • Easily moved with transport wheels • Stores vertically if needed • Battery operated console for exercise feedback • Adjustable footboard and foot straps • 76.8" 	1,709.25	1	\$1,709.25



advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
SONE03	SciFit	Step One Recumbent Stepper (Premium Seat)		4,496.25	1	\$4,496.25
						
IC-LFIC5B2-01	Life Fitness	IC5 Indoor Cycle	<ul style="list-style-type: none"> • Steel Frame with Full Frame Shrouds • Poly V Belt Drivetrain • Battery Powered Color by Coach Console • Bluetooth & ANT+ • ICG Training App • Wattrate Power Meter • Molded Stretch Plate • 1:10 Gear Ratio • 1-100 Levels of Resistance • Magnetic Lever Braking System • Aluminum 	1,499.25	1	\$1,499.25
						
VI-MYPTT-ENG-02	Life Fitness	MyRide VX Personal	<ul style="list-style-type: none"> • Group MyRide Package for Group Cycling Classes • Includes Instructor Bike Console • Tablet for Virtual Workout Selection • Media Server to Connect to Projector or TV • Live, Studio and Tour Coach Apps included 	1,049.25	1	\$1,049.25
						



SERVICES & FEES

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
EPP-05	Advanced Exercise	Exercise Protection Plan EPP-05	<ul style="list-style-type: none"> • Extends the Mfg warranty to a total of 3 years • For MSRP pricing of \$7,500-\$9,499 • See terms and conditions for details 	0.00	13	\$
EPP-04	Advanced Exercise	Exercise Protection Plan EPP-04	<ul style="list-style-type: none"> • Extends the Mfg warranty to a total of 3 years • For MSRP pricing of \$5,550-\$7,499 • See terms and conditions for details 	0.00	5	\$
EPP-03	Advanced Exercise	Exercise Protection Plan EPP-03	<ul style="list-style-type: none"> • Extends the Mfg warranty to a total of 3 years • For MSRP pricing of \$4,000-\$5,499 • See terms and conditions for details 	0.00	3	\$



advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
EPP-01	Advanced Exercise	Exercise Protection Plan EPP-01	<ul style="list-style-type: none">• Extends the Mfg warranty to a total of 3 years• For MSRP pricing of \$1,000-\$2,499• See terms and conditions for details	0.00	2	\$
Subtotal:						\$118,152.00
Freight, Delivery and Install:						8,000.00
Taxes As Applicable						
Total:						\$126,152.00



advanced exercise

Terms & Conditions

Terms: 50% deposit required prior to ordering, balance due on delivery. All other terms and credit lines are subject to credit approval. Invoice will be due and payable, based on the original requested installation date, unless notified in writing 60 days prior of the requested installation date. We accept cash, checks, money orders, and wire transfers of funds. A late payment fee will be assessed at a rate of 1.5% (18% annual) per month on any unpaid balance remaining 30 days after the due date. Special Orders: A 100% prepayment is required for all customized products including but not limited to custom colors, sports flooring and products with logos such as plates, dumbbells and platforms.

Return Policy: Any returns require approval in writing by Advanced Exercise Project Management. A minimum 25% restocking fee, plus freight, will be incurred for all non-custom products returned. Customized products are nonreturnable. All products with color choices are defined as custom products.

Bolt Down Requirements: Life Fitness recommends that all strength training equipment be secured to the floor in order to prevent tipping, rocking or displacement which might occur in the event of unanticipated use of the equipment. Life Fitness requires that certain strength training equipment (specifically the Synrgy 360 90, T, XS, XM, HD Elite Half Rack/Short Base, Athletic Series Rigs, Athletic Series Racks with Wing option, Cybex PWR Play, Synrgy Outdoor BlueSky and other products to be used for body weight strap training) be secured to the floor. In the case of Synrgy 360S, T, XS, XM and the Elite HD Half Rack Short Base, the customer acknowledges:

- Customer has determined the proper placement of the equipment to be secured. **Customer Initial** _____
- Customer has identified and informed Advanced Exercise of the location of any utility, service lines, including but not limited to post tension cables. It is the customer's responsibility to identify the locations of any cables or lines prior to installation. **Customer Initial** _____
- Customer has confirmed that the subfloor consists of no less than 4.75 inches of concrete. (Synrgy Outdoor BlueSky requires a minimum 4.5 inches of concrete **Customer Initial** _____)
- Customer has obtained any and all consents to the drilling of holes in the flooring and subflooring. **Customer Initial** _____

If your order includes any of the equipment requiring bolting to the floor, initials are required above and an additional signed waiver will be required to place the order. Additional products may require bolting to the floor, wall or ceiling. Bolting is not included on these products unless otherwise noted on the quotation. Customer is responsible for bolting these products to meet the manufacturer's requirements. This includes TRX, Core Energy, Boxing mounts and other products that require bolting to the facility structure.

Wall & Ceiling Attached Items: The installation of any items such as TRX Multi Mounts., X Mounts, Wall Mat Racks, etc. that require bolting to walls or ceilings are not included in the proposal unless otherwise noted.

Flooring Installation: Refer to the product specifications to ensure that the sub floor meets the material installation requirements. Freight offloading, inside delivery, adhesive, moisture tests, moisture reducers, base boards, sub floor prep, sub floor cleaning, transition strips and existing floor removal and disposal are not included unless otherwise noted on the quotation.

Storage: We reserve the right to assess storage fees not to exceed 1.5% per month, or fraction thereof and request payment in full on the related customer's invoice, when a customer's original requested delivery date is delayed by circumstances beyond our control.

Taxes: We collect sales or use taxes only in jurisdictions where we are licensed to do so. Customer agrees to accept sole liability and responsibility to pay for any and all uncollected sales or use tax liabilities, related penalties and interest that arise as a result of the purchase of products and/or services from our company.

Security: Until all products are paid in full, customer hereby grants to, and Advanced Exercise shall retain, a security interest in and lien on all products sold to the customer.

I accept the terms and conditions of this quote.

Signature: _____
Name: _____
Date: _____
Customer Requested Install Date: _____



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Tivity Health Partner Agreement
SUBMITTED BY: Anna Slocum, Director Parks and Recreation
MEETING DATE: February 10, 2020

PROJECT BACKGROUND/DESCRIPTION:

Staff is seeking approval to join the Tivity network to provide SilverSneakers® and Prime® Fitness. Tivity Health is a provider of health improvement, nutrition, fitness and social engagement designed to address health barriers adults face today and the challenges of tomorrow. SilverSneakers® is for participants 65+ who participate in Medicare Advantage Part C. Prime® Fitness is designed for adults participating in health plans and employer groups.

After confirmation of proper health insurance, participants will receive a membership card to track visits. Participants of both programs gain access to the facility at no additional cost. The member will swipe this card to gain entry each visit. At the end of each month, staff will produce a reimbursement report. The report will be generated in the existing recreation software utilized for all registrations and memberships. Reimbursement for visits will be paid via direct deposit the last business day of each month based on the following structure:

SilverSneakers®	\$2.50/visit	Max \$20/month/member
Prime® Fitness	\$3.50/visit	Max \$30/month/member

This program expands the opportunity for patron participation. Residents with this benefit will seek facilities that are participating in this program as there is no additional money out of pocket.

The program will begin at Irene B. French Community Center and transfer to the new community center upon completion. This allows staff the opportunity to train and become familiar with the program prior to entering a facility where everything is new. Information regarding this process has been confirmed with Tivity.

CITY COUNCIL GOALS AND OBJECTIVES

Enhance Community Identity and Connections
Provide Exceptional Service Delivery

FINANCIAL IMPACT

Amount of Request/Contract: NA
Amount Budgeted: NA
Funding Source/Account #: NA

SUPPORTING DOCUMENTS

Tivity Health Partner Location Agreement

ACTION NEEDED/STAFF RECOMMENDATION

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

TIVITY HEALTH PARTNER LOCATION AGREEMENT

This Tivity Health Partner Location Agreement (this “**Agreement**”) is between **TIVITY HEALTH SERVICES, LLC** (“**Tivity Health**”), and the “**Facility**” named below. This Agreement is effective as of as of the date of the signature by the Facility below (“**Effective Date**”). Facility desires that it and its other locations listed on **Exhibit A-1** be included as a member of Tivity Health’s network of locations for the purposes of fitness memberships and/or offering Tivity Health’s programs, and Tivity Health desires Facility to be a member of Tivity Health’s network.

Facility. The undersigned Facility and any additional participating locations of Facility as mutually agreed to and set forth in **Exhibit A-1**, which have entered into this Agreement with Tivity Health to be part of its Tivity Health Network.

Facility Contact. Facility has designated the person named on **Exhibit A-2** as authorized to represent Facility in communicating with Tivity Health about this Agreement.

Pricing. Tivity Health will pay Facility the selected program fees in **Attachment A**.

Programs. Facility will offer each Tivity Health program marked in **Attachment A**.

Term. The term of this Agreement runs from the Effective Date through April 30, 2021 (“Initial Term”) and thereafter will automatically renew for successive one (1) year terms from May 1 to April 30 (“Renewal Term”), provided that after the Initial Term, either party may terminate this Agreement upon 120 days’ prior written notice of the expiration of the Renewal Term.

Terms & Conditions. This Agreement will be governed by the Standard Terms and Conditions attached hereto and incorporated by reference herein.

The Tivity Health materials on the Portal are incorporated by reference as an integral part of this Agreement.

This Agreement supersedes any prior agreements and represents the entire understanding and agreement between the parties regarding the subject matter of this Agreement.

Tivity Health and Facility each sign below to agree to be bound to the terms of this Agreement as of the Effective Date.

TIVITY HEALTH SERVICES, LLC

Irene B. French Community Center

Name of Facility

Signature

Signature

Tivity Health Printed Name

Ken Sissom

Printed Name

Tivity Health Title

Mayor

Title

Date

2/10/2020

Date

ATTACHMENT A

Notices, Utilization Payment, Programs and Pricing

1. Notices to Facility and Tivity Health.

Facility Contact: Attached Exhibit A-2

Tivity Health Contact: Tivity Health PL Contracting Department
1445 South Spectrum Blvd.
Chandler, Arizona 85286
Phone: **(480) 444-5400**
Email: PLContracting@tivityhealth.com

2. Facility Locations. Attached Exhibit A-1

3. Program Utilization Payment.

- a) Program Utilization Payment for Selected Tivity Health Programs. Tivity Health shall compensate Facility based on Program Member Visits, with a maximum cap payment per Program Participant per month. Program Visit shall mean one distinct occasion, recorded and reported by Facility in accordance with procedures specified in the Reference Guide, during which a Member enters Facility to enroll in or use the Program. Tivity Health shall not compensate Facility for more than one Program Visit per day. Program Participant shall mean a Member, who, after completing the Program enrollment, has used the Program at a facility in the Tivity Health Network at least once in a given month.
- b) Payment Schedule. Payment shall be processed for direct deposit by Tivity Health by the last day of the month following the month in which Program Visits occurred (“following month”), provided Tivity Health receives Facility’s monthly utilization data by the fifth (5th) day of the following month. In the event utilization data is not received in a timely manner, payment may be delayed. Payment for monthly utilization received after the last day of the following month will be denied for non-timely filing and will not be eligible for reimbursement or appeal. Appeals must be brought to the attention of Tivity Health within thirty (30) days of receipt of payment; appeals brought at a later date will not be eligible for review.

4. Programs and Pricing. A description of each Program appears on the Portal: <https://fitness.tivityhealth.com>

- SilverSneakers® Fitness Program Offering Basic Member Access
\$2.50 per Member Visit up to \$20.00 per Member per Month
- Prime® (Fully Subsidized for Members 18+)
\$3.50 per Member Visit up to \$30.00 per Member per Month
- Prime Private Brand® (Member Pay Program)
\$3.50 per Member Visit up to \$30.00 per Member per Month

STANDARD TERMS AND CONDITIONS

1. Definitions. All terms not defined herein will have the meanings given to them in the Partner Location Agreement between Tivity Health and Facility (the “**Agreement**”).

a) “**Confidential Information**” means this Agreement, the identity of any Tivity Health or Facility customer, Participant information and information a recipient should reasonably understand to be confidential given the nature of such information, including, without limitation, any Tivity Health IP. OK

b) “**Sponsoring Organization**” means any organization, employer group, health plan or subset thereof that is contracted with Tivity Health to provide the Program to its members and whose members may therefore utilize Facility in accordance with the terms of this Agreement. Facility shall provide the Program to eligible Members of all Sponsoring Organizations. Sponsoring Organization information shall be available to Facility, and such Sponsoring Organization information shall be incorporated herein by reference.

c) “**Participant**” means a Sponsoring Organization member, employee, dependent or other person eligible for the Program, determined by the Participant verification process outlined in the Reference Guide.

d) “**Program**” means each Tivity Health program elected in the Agreement and as described on the Portal.

e) “**Reference Guide**” means the procedures and guidelines set forth on the Portal for participation in the Tivity Health network.

f) “**Tivity Health IP**” means any and all intellectual property associated with the Program and tangible embodiments thereof, including, without limitation: the Portal, the Reference Guide; Program descriptions, processes and know-how; Tivity Health content on the Portal; and all data regarding activity at the Facility, such as utilization reports.

2. Facility Responsibilities. In exchange for the compensation to be paid by Tivity Health, Facility shall perform the following services:

a) Program Implementation Process. To prepare for Program commencement, Facility agrees to participate in the following 1) coordination with Tivity Health of electronic reporting containing the required data elements; 2) Tivity Health-scheduled and led training; and 3) Tivity Health’s evaluation of Facility to certify Facility’s preparedness to provide Program (the date by which each of these has been completed, the Ready Date.”)

b) Staffed Hours. Facility shall be appropriately staffed in accordance with professionally-recognized standards of fitness programs a minimum of six (6) hours per day, Monday through Friday, excluding closures for holidays, inclement weather or other causes beyond the control of Facility. Ok

c) Program Enrollment. Facility shall enroll Participants in the Program in accordance with the protocol defined in the Reference Guide or other protocol mutually agreed between the Parties.

d) Reporting Obligations of Facility. Facility shall report Program utilization to Tivity Health on a monthly basis. Program utilization reporting shall consist of all 1) Program forms completed during the previous month as applicable; and 2) visits for the month. Facility shall prepare a report of daily visits and utilization from the month summarizing activity and containing the required data elements and submit it electronically to Tivity Health no later than the fifth (5th) day of the following month. The required file format, data elements and submission options are defined in the Reference Guide. The Parties to this Agreement shall work cooperatively to establish correct and acceptable electronic monthly utilization data reporting; Tivity Health may provide technical support to Facility if necessary. Any information that is exchanged between the parties as provided for within this paragraph shall constitute Confidential Information

e) SilverSneakers® Program Advisor. Facility shall designate one staff member as the SilverSneakers Program Advisor, who shall serve as a liaison to Tivity Health and as a resource person for SilverSneakers Participants utilizing the Tivity Health Network and is knowledgeable concerning all services provided by Facility to Participants.

f) Guest Pass Program. Facility shall provide Program services to persons presenting a Tivity Health guest pass. Properly documented guest visits will be counted the same as a Participant visit for purposes of calculating Facility’s compensation.

g) Reference Guide. Facility must comply with the Reference Guide to remain a part of Tivity Health’s network.

h) Access to Program at No Charge. Facility will provide all Participants access to the Program at no charge to the Participants.

i) Tivity Health Network Reciprocity. Facility will ensure that all of Facility’s locations listed in the Agreement allow access to all Participants.

j) Membership Conversion. Upon the Effective Date, Facility will inactivate any existing gym/facility membership relationship a Participant may have with

Facility, which inactivation will be for the duration of the Agreement. Facility will not collect any monthly dues, cancellation fees, or other fees during the inactivation period. Upon termination of the Agreement or the termination of a Participant's membership with a Tivity Health customer, Facility may re-activate that Participant's inactivated Facility membership.

k) Portal. Facility's participating locations will create and maintain user accounts on the web-based Tivity Health Fitness Provider Portal. Facility shall utilize the Tivity Health Fitness Provider Portal to verify Participant eligibility and to obtain and access Tivity Health materials, including Sponsoring Organization information, training materials, Program forms, Program reports, and the Reference Guide.

l) Communications. Facility will coordinate all external communications within the scope of this Agreement through Tivity Health. Facility will immediately notify Tivity Health of all external inquiries regarding any Tivity Health Program, Tivity Health, or a Tivity Health customer. OK

m) Return of Materials. Facility will promptly return all Tivity Health Program materials upon termination of the Agreement or at Tivity Health's request.

n) Fraud, Waste and Abuse Training. Applicable Facility personnel will complete fraud, waste and abuse training as required by the Center for Medicare and Medicaid Services and provide confirmation of completion of same on the Portal.

o) Insurance. Facility will maintain commercially reasonable levels of general liability insurance in order to satisfy Facility's obligations to Tivity Health under this Agreement and as is reasonable and appropriate and industry-standard given Facility's business operations. By this provision, Facility does not waive any of its rights or immunities under the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., which rights and immunities are hereby expressly reserved. OK

3. Use of Trademarks, Logos, and Copyrighted Materials. Each party grants the other a limited and non-exclusive right to use the other's trademarked or service-marked name, logo, identity, format, and materials solely for use for the purposes outlined in this Agreement (the "**Marks and Materials**"); provided, any use by Facility must be approved in advance and in writing by Tivity Health. Upon termination of the Agreement Facility will cease all use, advertising, marketing, and referencing of Tivity Health Marks and Materials. Nothing in the Agreement grants either party any right, title or interest in or to the Marks and Materials of the other party. All use by Facility of Tivity Health's Marks and Materials (including goodwill) will be for the sole benefit of Tivity Health.

4. Tivity Health IP. Tivity Health is the sole and exclusive owner of any and all Tivity Health IP, and nothing in the Agreement will alter Tivity Health's ownership rights in the Tivity Health IP whatsoever. Facility may not sell, license or otherwise transfer the Tivity Health IP.

5. Research Studies. Facility must seek prior written approval (which Tivity Health may decline in its sole discretion) from Tivity Health before undertaking any research or clinical study of Participants or Programs. Facility will provide study findings and results to Tivity Health prior to any publication or presentation of same. Tivity Health may withhold approvals hereunder in its sole discretion.

6. Compensation. Tivity Health will pay Facility the fees and rates set forth in the Agreement. Facility will be responsible to pay its own taxes on any payment received from Tivity Health.

7. Termination.

a. Early Termination. Notwithstanding any other provision of this Agreement, Tivity Health may terminate this Agreement at any time upon notice to Facility due to 1) permanent closure of Facility, resulting in denial of Program services to Participants, without thirty (30) days' prior written notice to Tivity Health; 2) fraudulent Program utilization reporting by Facility; or 3) Tivity Health's reasonable determination that the health or safety of Participants may be in jeopardy if this Agreement is not terminated. OK

b. Bankruptcy. If at any time there is filed by or against a party to the Agreement a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, trustee, or conservator of all or a portion of the party's property, or if a party makes an assignment for the benefit of creditors, and if such action is not dismissed after 90 calendar days, the Agreement may be immediately terminated by the other party.

c. Material Breach. If either party breaches a material term or condition of the Agreement, the non-breaching party may terminate the Agreement on notice to the other party specifying the nature of the breach as long as the breach is not cured within 30 days after such notice.

d. Default. Tivity Health may at its sole discretion and without limiting its other remedies withhold payment of any amounts otherwise due to Facility if Facility commits an act of fraud or commits a material breach of the Agreement.

e. Immediate Termination. Tivity Health may immediately terminate the Agreement upon notice to Facility in the event of (i) permanent Facility closure; (ii) fraudulent reporting of Program utilization by Facility; (iii) Tivity Health's determination that a

Participant's health or safety may be at risk; or (iv) Facility or any of its owners, employees, agents, or affiliates have been convicted of Medicare fraud or appear on any state or federal government exclusion list, including, without limitation, the System for Award Management or the Office of Inspector General's List of Excluded Individuals and Entities.

8. Confidentiality. During the Term and at all times thereafter, neither party may divulge to any third party or use in any way any Confidential Information. Both parties shall use commercially reasonable efforts to safeguard and protect from disclosure such Confidential Information. Notwithstanding the foregoing, Facility may disclose Confidential Information to the extent compelled by law to do so, including any compelled disclosure under the Kansas Open Records Act, provided Facility provides Tivity Health with prior written notice of any such compelled disclosure (to the extent legally permitted), and allows Tivity Health an opportunity to review the Confidential Information and seek a protective order to prevent or limit any such disclosure.

9. Participant Contact. Facility agrees not to contact Participants during the Term of this Agreement regarding business matters of the Program, including, without limitation, switching health plans, disenrolling, enrolling with other health plans or similar entities, or contracting directly with Facility. Facility will not dissuade Participants from engaging in any Tivity Health Program.

10. Notices. All notices and other communications under this Agreement must be in writing, sent to the applicable contact listed in the Agreement, and will be deemed to have been duly given, made and received when sent by (a) electronic mail or (b) hand delivery, including by a recognized courier service.

11. Cooperation in Defense. Tivity Health and Facility agree that, to the extent permitted by law, they will cooperate with one another in the defense of any claim arising from any acts of their respective officers, shareholders, employees, or agents and will give one

another written notice of any claims arising in relation to the Agreement.

12. Miscellaneous.

a. Compliance with Federal and State Rules and Regulations. Facility will comply with all applicable federal and state rules and regulations regarding services provided to Participants.

b. Business License and Regulatory Standards. Facility will hold an active and unrestricted business license as required by law and meet occupational health and safety requirements and regulatory standards in the state and jurisdiction in which Facility operates.

c. Severability. Should any provision of the Agreement be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable in any respect, in whole or in part, the offending provisions will not affect the enforceability of the other provisions.

d. Amendment of Agreement to Comply with Law. Tivity Health may amend this Agreement to comply with applicable law upon 60 days' prior written notice to Facility, and Facility may terminate this Agreement during such period..if the amendment would have a demonstrable material adverse effect on Facility.

e. Applicable Law. The Agreement is governed by the laws of the State of Kansas, without giving effect to its conflicts of law's provisions, and each party submits to the exclusive jurisdiction of the courts of the State of Kansas and to suit within the District Court of Johnson County, Kansas.OK

f. Sale of Business/Transfer of Assets. Facility will notify Tivity Health in writing at least 90 days before it sells or transfers all or substantially all of its assets or business.

g. Survival. Section 12 will survive termination of the Agreement, regardless of the reason for termination.

EXHIBIT A-1

FACILITY INFORMATION

The information in the box below is intended for marketing purposes. Please confirm that it is accurate.

Facility Name: Irene B. French Community Center

Physical Address: 5701 Merriam Drive
Merriam, KS 66203

Phone Number: 913.322.5550

Web Site Address: www.merriam.org/Park

****To enable marketing of amenities and services are marketed, please designate your basic amenities below and all amenities upon initial log in to the Fitness Provider Portal.***

Amenity/Program	<input checked="" type="checkbox"/> Offered as part of basic membership at no additional cost to Members
Cardiovascular Equipment	x
Group Exercise/Aerobics Area	
Hot Tub/Whirlpool	
Resistance Training Equipment	
Steam and/or Sauna	
Swimming Pool – Seasonal (not available throughout the year)	
Swimming Pool – Year-Round	

Fax: () Direct Fax Need to call first

General Email: frontdesk2@merriam.org

Who will be our primary location contact (Tivity Health Program Advisor)? This individual will be responsible for scheduling training, coordinating with our Provider Services Liaison, and will need access to member records.

Contact Person: Lisa Naughton

Contact Title: Administrative Coordinator

Contact Phone: (913) 332.5550

Contact Fax: ()

Contact Email: linaughton@merriam.org

Mailing Address (if not the same as Physical Address):

Mailing Address: _____

Shipping Address (if not the same as Physical Address):

Shipping Address:	

Staffed Hours of Operation

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open	1pm – 5pm	8 am – 9pm	8am – 9pm	8am – 9pm	8am – 9pm	8am – 5pm	8am – 4pm
Closed							

Are Members able to access Facility during unstaffed hours? No Yes

What non-English languages does staff speak fluently? Please list:

Please select one location type:

- Men and women
- Women only
- Men only

CONFIDENTIAL

CONTRACT ADMINISTRATOR

Name: Anna Slocum

Title: Director Parks and Recreation

Mailing Address: 5701 Merriam Dr Merriam, KS 66203

Phone: (913)322.5556

Fax: ()

Email: aslocum@merriam.org

The Contract Administrator shall receive legal correspondence regarding the Agreement, shall have access to payment information for all Facilities in Exhibit A-1 to this Agreement, and shall be responsible for setting up Tivity Health Fitness Provider Portal accounts for Facility staff.

Who should Tivity Health contact to coordinate the technical aspects of monthly utilization data reporting? This individual will need to have specific information about your location's reporting capabilities, and be responsible for obtaining management approval for establishing a reporting method.

Name: Dave Smothers

Phone: 913.322.5550

Email: dsmothers@merriam.org

*****THIS SECTION CANNOT BE CHANGED*****

PROGRAM DESCRIPTIONS

SilverSneakers® Fitness Program – Basic Participant Access Program Description:

In exchange for the compensation to be paid by Tivity Health, Facility shall offer the Program to Participants of the Sponsoring Organization as a fully subsidized program for Medicare, Group Retirees and Older Adults that includes a basic fitness membership, which may include other Tivity Health services, for Participants provided through a network of facilities; also included in the Program are all facets presented in the Terms and Conditions section of the Partner Location Agreement. Program brands include SilverSneakers® Fitness program, Tivity Health ACCESS, and other brand names for the Mature Market Fully Subsidized Program communicated to Facility by Tivity Health from time to time.

Prime® (Fully Subsidized for Participant) Program Description:

In exchange for the compensation to be paid by Tivity Health, Facility shall offer the Program to Participants of the Sponsoring Organization as a Commercial Fully Subsidized Program; The Program includes basic fitness membership services for Participants provided through a network of facilities; also included in the Program are all facets presented in the Terms and Conditions section of the Partner Location Agreement. Program Brands include Prime®, Prime MCA, and other brand names for the Commercial Fully Subsidized Program communicated to Facility by Tivity Health from time to time.

- a) Introductory Orientation for Prime Participants. Facility shall offer the Program to all Participants identified by Tivity Health as eligible for the Program. In addition to a basic fitness membership at no cost to the Participant, Facility shall provide Participants with an added value program component (i.e., a thirty (30) minute personalized orientation session or personal training session).

Prime Private Brand® (Participant Pay Program) Program Description:

In exchange for the compensation to be paid by Tivity Health, Facility shall offer the Program to Participants of the Sponsoring Organization a Commercial Participant Pay Program; also included in the Program are all facets presented in the Terms and Conditions section of the Partner Location Agreement. For purposes of this Program, Participant Pay is defined as a monthly payment made by Participant to Tivity Health to participate in the Program. Program brands include Prime PB and other brand names for the Commercial Participant Pay Program communicated to Facility by Tivity Health from time to time.

- a) Introductory Orientation for Prime Participants. Facility shall offer the Program to all Participants identified by Tivity Health as eligible for the Program. In addition to a basic fitness membership at no cost to the Participant, Facility shall provide Participants with an added value program component (i.e., a thirty (30) minute personalized orientation session or personal training session).

WholeHealth Living Choices Program Description

The WholeHealth Living Choices Program is a discount cash payment arrangement whereby Facility agrees to provide to individuals who are eligible for this program access to Facility services at a minimum of 10% off at least one of the Facility's published rates.



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: New Community Center Furniture Contract
SUBMITTED BY: Meredith Hauck, Assistant City Administrator
MEETING DATE: February 10, 2020

PROJECT BACKGROUND/DESCRIPTION:

The City of Merriam, in partnership with our furniture consultant The Clark Enersen Partners, released an RFP for qualified bidders to provide furnishings for the new Community Center. The City received four proposals:

Vendor	Furniture Sub-Total	Labor*	Freight*	Total
BensonMethod	\$ 332,196.28	\$ 13,605.60	\$ 17,743.77	\$ 363,545.65
Encompass	\$ 326,656.00	\$ 13,340.00	\$ 18,300.00	\$ 358,296.00
John Marshall	\$ 320,238.34	\$ 18,000.00	\$ 15,924.02	\$ 354,162.36
Scott Rice	\$ 324,729.59	\$ 13,124.00	\$ 15,252.02	\$ 353,105.61

*estimated amount – will be finalized during contract negotiation

After evaluating each proposal, it's been determined that the lowest and best bid is Scott Rice. Scott Rice's bid includes all items identified in the City's scope, but also includes a list of alternative selections that could result in additional cost savings. John Marshall's bid is based off a scope that includes alternates, so any alternates not accepted would result in a cost increase.

In order to meet the timeline for procurement and delivery, the contract will need to be finalized prior to the February 24 City Council meeting. In addition, since the amount of this contract is over the \$100,000 purchasing authority of the City Administrator for the community center project, City Council approval is required to move forward. Therefore, staff is seeking approval from the City Council to negotiate and execute a final contract with Scott Rice.

CITY COUNCIL GOALS AND OBJECTIVES

1.2 Design and construct a Uniquely-Merriam Community Center

FINANCIAL IMPACT

Amount of Request/Contract: \$353,105.61

Amount Budgeted: \$30,000,000

Funding Source/Account #: Project #BM1802

SUPPORTING DOCUMENTS

- Merriam Community Center Furnishings RFP
- Scott Rice Proposal

ACTION NEEDED/STAFF RECOMMENDATION

Approval

PROJECT: FURNISHINGS

DATE: January 21, 2020

MERRIAM COMMUNITY CENTER

REQUEST FOR PROPOSALS:

The City of Merriam, in cooperation with The Clark Enersen Partners, requests written proposals from qualified bidders to provide furnishings for the Merriam Community Center.

SCOPE OF WORK:

Please see the AutoCad drawings for the project and the Bid Specification spreadsheet for specific details.

The procurement and installation period for the project has been determined to be 14 weeks – February 10 through May 15, 2020. The current final installation deadline is May 15, 2020. The current building opening date is May 25, 2020.

Terms and Conditions:

1. This RFP does not commit The City of Merriam to award a contract, or to pay any costs incurred in the preparation of a qualification in response to the RFP.
2. Proposer(s), their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this RFP.
3. The City of Merriam reserves the right to cancel this RFP or to reject any or all qualifications received prior to contract award.
4. The City of Merriam reserves the right to request clarification of any proposal after all proposals have been received. The request can be in the form of oral presentation or personal meetings.
5. The City of Merriam reserves the right to open proposals privately or unannounced and to reject any and all submittals and waive irregularities and informalities in any proposals that are submitted and to be the sole and final judge of all proposals.
6. The City of Merriam reserves the right to discontinue its evaluation of submittals from any respondents who submit false, misleading or incorrect information.

PROPOSAL SUBMITTAL REQUIREMENTS:

1. Provide your proposed bids on the attached Excel documents.
2. Please do not alter the format of the Excel documents.
3. Please create a copy of the documents with the file name: “Merriam Community Center Furnishings – (Your Dealership Name)”
4. Please include any substitutions maintaining the same formatting and add them below the original. Please make the attempt to bid exactly what is specified prior to offering a substitution.
5. You are required to bid ALL items listed on the specification.

6. All locations of each piece is defined in the AutoCad drawings. Each location will be confirmed via shop drawings as a part of your package.
7. Please add any additional or omitted line-items per piece as required for procurement and clarification of your bid.
8. Please direct all questions/inquires with by email only to Brian Rock (brian.rock@clarkenersen.com). Each RFI must include the Subject line: "Merriam Community Center Furnishings – (Your Dealership Name) – (Topic)"
9. Submit two (2) hard copies of your proposal and one (1) electronic copy of your proposal in a sealed package, clearly marked with the name of the responder and the contents.
- 10. All bids are due on February 5 by 4:00 p.m. at Merriam City Hall, Attn: Meredith Hauck, 9001 W. 62nd Street, Merriam, Kansas 66202.**
11. Bid award will occur on February 10, 2020.
12. The procurement and installation time period has been determined to be 14 weeks (February 10 – May 15, 2020).
13. The current final installation deadline is May 15, 2020.

City of Merriam and The Clark Enersen Partners reserve the right to waive to any minor irregularities or informalities and to reject any and all proposals.

Questions regarding this RFP should be in writing, directed via e-mail only per the instructions above, to Brian Rock (brian.rock@clarkenersen.com). No contact should be made with the City of Merriam.

CONTRACT:

Upon acceptance of a qualified and acceptable proposal, The City of Merriam will provide a signed agreement for your records.

In addition to a signed agreement, the following documents will be required:

- Completed W-9 Form
- Proof of insurance per contract with the City named as additional insured
- City Occupational License (fee waived)
- Kansas Tax Clearance Letter

ACCEPTANCE OF THE TERMS OF THE REQUEST FOR QUALIFICATIONS:

Acknowledge understanding and acceptance of the terms of the Request for Proposal – Return a signed copy with fee proposal submittal.

Authorized Signature

Date

NOTE: Any deviations from the above requirements must be noted in the submitted proposal and approved by The City of Merriam



RESPONSE TO

Merriam Community Center

Furniture Proposal

2.5.2020

Rachel Hewitt

New Business Development

p. 913.888.7600

e. rachelh@scottrice.com

Shannon Redetzke

Director, Design Community

p. 952.239.9155

e. shannonr@scottrice.com



SCOTT RICE
° OFFICE WORKS °

SCOTT RICE

◦WORK INSPIRED◦

February 5th, 2020

Attn: Meredith Hauck, Assistant City Manager
Merriam City Hall | 9001 W. 62nd Street, Merriam, Kansas 66202

Meredith and the City of Merriam,

On behalf of the Scott Rice team, I am delighted to present to you our qualifications and proposal package for your consideration on this catalyst project for the City of Merriam.

We are here to offer you the utmost confidence in the capability of your dealer partner to execute this project's aggressive goals in a streamlined and collaborative manner, by continuously seeking solutions that **protect and maintain your investment**, and ultimately serving the City and its residents for years to come.

The new Community Center will support a wide variety of users from all across our region, and we are prepared to bring you ongoing insights and expertise from our breadth of market experience. From corporate organizations to non-profits, university systems to elementary schools, hospital campuses to government agencies, our portfolio of work affords us a **known and demonstrated reputation for excellence in execution and service**.

As a family of 5 integrated companies, we offer you a unique partnership; a **one-stop shop approach** -- from furniture procurement, installation and move management, flooring supply and service, reconfiguration coordination, maintenance and repair, to architectural solutions and tenant finish construction -- your initial investment serves you further.

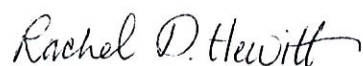
Scott Rice's experienced team of designers, architects, contractors, tradespeople, project managers, installers, and craftsmen provide an **unmatched capability** to service a wide variety of clients, in a wide range of project scales.

We hope that within the following pages of our proposal, you will echo our excitement regarding the possibilities for working together, step in step, to make this project happen smoothly and effectively, and to operate going forward as an **extension of your team**.

With Scott Rice, **your vision is our vision**. Thanks for your consideration.

Sincerely,

Rachel Hewitt



New Business Development



WORK/LIFE CENTER
14720 WEST 105TH ST.
LENEXA, KANSAS 66215
913.888.7600
SCOTTRICE.COM

SPRINGFIELD LOCATION
2137 W KINGSLEY ST, SUITE C
SPRINGFIELD, MO 65807
417.883.4121

MANHATTAN LOCATION
727 POYNTZ AVE, SUITE 105
MANHATTAN, KANSAS 66502
785.537.0299

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01 ABOUT SCOTT RICE



ABOUT SCOTT RICE

Where insights and solutions come first.

At Scott Rice Office Works, we don't want to sell you products. We want to make your space run better. Sure, we offer industry-leading products that deliver on our custom solutions, but our focus is on helping you make the most of your entire workspace. How? By studying your needs and the tasks you perform. By observing how you work and collaborate. By designing flexible solutions. It's a unique, proven process that's helped thousands of companies improve efficiency and reach their full potential.

Innovation. By design.

Through years of learning and honing our craft, we built ourselves an industry-wide reputation for innovation and reliability. We make it our mission to stay on top of the latest trends, research and quality solutions. Our partnerships with top industry suppliers are strong and continue to grow. And our vast portfolio means you get the benefit of a perspective that's far-reaching and laser-focused on proven methods. The result? **A better workspace. Inspired, functional and built for today's standards.**

Smart, Innovative, Inspired, and Integrated.

Scott Rice Office Works comprises a family of interdependent companies that combine to offer complete solutions. Each company is an expert in its field and each brings its own set of highly specialized skills to offer fully integrated planning, technology, construction, accessories, move management and furniture.

Collaborating companies include: Scott Rice Office Works, Commercial Installation & Construction (CIC), Scott Rice Facility Management (FMSG) and Image Flooring (our list of specific services are shown on next page).



WHAT MAKES SCOTT RICE UNIQUE?

It takes insight and a thoughtful plan to integrate architectural systems, furnishings, flooring and technology into a seamless environment. Scott Rice comprises a unique family of integrated companies that collectively offer all-encompassing solutions.



SCOTT RICE OFFICE WORKS

Our reputation for quality and creativity didn't come by accident. We've built it through years of doing things differently. Focusing on the end result first, our goal is never how many units we sell but how we help your business run better. It's a formula that's earned us a strong roster of clients, continued growth and some of the smartest, brightest associates in the industry.



FACILITY MANAGEMENT / INSTALLATION

We offer a full scope of facility services, ranging from incidental requests to complex moves, space planning, as-built drawing documentation, inventory, reconfigurations and project management for existing facilities and products. Whether your move is from one floor to another or to a new facility, we enable you to focus on your core business while we take care of your facility needs.



COMMERCIAL INSTALLATION AND CONSTRUCTION

CIC's primary goal is to provide general tenant finishes: interior construction, installation of demountable walls and specialty installation. CIC's mission is to provide clients with quality service while using the most cost effective processes in office construction



IMAGE FLOORING

Image Flooring is a commercial flooring contractor dedicated to providing customers with the highest quality service and installation of all types of commercial floor-covering. That includes design, service, installation and maintenance of carpet, resilient tile, heat-welded sheet vinyl, bamboo, cork, rubber flooring, ceramic tile and pre-finished wood

SCOTT RICE CAPABILITIES

We are a team, a resource and a partner for our clients – one with a vision and a purpose: To create smart, innovative and inspired spaces.

Scott Rice Office Works

- Space Planning
- Workplace Information Gathering
- Tenant Finish Design & Specification
- Furniture & Finish Selection
- Installation
- Re-upholstery
- Cleaning Of Panels & Seating
- Furniture Repair & Maintenance
- Wood Furniture Refinishing & Repair
- Authorized Steelcase Dealer
- High Density Storage Solutions
- Artwork & Accessories

Facility Management / Installation

- Space Evaluation
- Programming
- Interior Design
- Furniture Evaluation & Acquisition
- Furniture Inventory
- Detailed Furniture Layout
- Move Services
- Furniture Disposal
- Warehousing

Commercial Installation & Construction

Interior Construction

- Renovation/Tenant Finish
- Demolition
- Drywall
- Acoustical Ceiling
- Wall Covering & Paint
- Cabinetry
- Channel Glass System
- Store Front System
- Wall Covering/Finishes
- Di-Noc 3M Covering
- Construction Management
- Dust Containment
- Fire Stopping
- HVAC, Electrical, Plumbing
- Sprinkler/Fire Protection

Installation

- Design Reconfiguration
- Furniture Relocation
- Furniture Disposal
- Move Services
- Warehousing
- Space Planning
- Mobile Filing Systems
- Security Cages
- Theater Seating

Architectural Products

- Floor-to-ceiling Demountable Walls
- MechoShades
- Glass Wall Systems
- Sound Masking
- 3Form

Image Flooring

- Custom Design
- Specialty Floors
- National Account Agreements
- Mill Certified Installation
- Furniture Lift System Installation

Product Evaluation/Installation

- Carpet
- Ceramic Tile
- Vinyl Composition Tile & Sheet Vinyl
- Bamboo, Cork & Rubber Floors

Flooring Maintenance

- Carpet Cleaning Programs
- Carpet Fabric Protection
- Ceramic Tile/Grout Sealing
- Concrete Protective Treatments
- Rubber Protective Treatments
- Terrazzo Protective Treatments
- VCT Protective Treatments
- Wood Protective Treatments

PROJECT PROCESS



Kick Off + Initial Planning

- Initial Meeting with client to understand project goals and desired outcomes
- Establish lines of communication, budget and set clear expectations
- Inspect on-site logistics
- Field verify architectural drawings to confirm critical measurements and dimensions related to furniture installation
- Determine phasing and time path projections

Design Planning + Specifications

- Assist in selection of furniture to meet your requirements, ensuring proper product application
- Space planning to provide detailed drawings to be used for visualization + installation
- Specification + Renderings services to better visualize the end product to help easily adjust design if needed
- Install Mock-ups as needed
- Develop furniture finish color specifications
- Review final drawings
- Negotiate + secure manufactures best discounts
- Provide comprehensive furniture + labor quotes + Acceptance Agreement for approval

Order Placement

- Establish shipping sequence
- Develop keying + tagging schedule
- Manage lead times with manufacturers + coordinate delivery sequencing to be as seamless as possible
- Complete order entry + verify vendor acknowledgements

Pre-Installation

- Maintain project schedules by coordinating with all trades involved
- Review final drawings
- Conduct project status meetings
- Coordinate site and logistics for delivery coordination and installation

Shipping, Receiving + Installation

- Coordinate all logistical management of furniture installation
- Track shipping schedule
- Receive, inspect and store product
- Prepare pull-lists per phase
- Coordinate with client, trades and other contractors
- Execute installation
- Create internal punch list

Post-Installation + Close-Out

- Attend post installation walk through with client and punch list development
- Resolve all punch list items
- Prepare and transfer any inventory being relocated
- Create moving day signage and maps for smooth and easy transition for employees
- Develop custom move literature including pre move-in welcome package to help employees become familiar with their new building and the surrounding areas

Ongoing Support

- Provide post-move in training support on correct product usage
- Establish maintenance schedule (as applicable)
- Create furniture assets database
- Conduct post-project review to measure client satisfaction with process, product & service



MERRIAM

**Our Process: Estimated Project
Timeline + Key Engagements**

SCOTT RICE
OFFICE WORKS

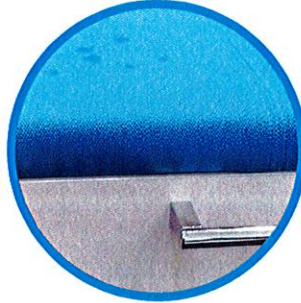
FEB	PROCESSING	02/05 Dealer Partner Bids Submitted
		02/10 Dealer Partner Selected
MAR	PROCESSING	02/10-12 Furniture Spec Verification, Any Changes Addressed
		02/12-14 Site Verification, Procurement Approvals & Processing
		03/02 8-Week Furniture Ordered & Ship Out 03/16 6-Week Furniture Ordered & Ship Out 03/30 4-Week Furniture Ordered & Ship Out
APR	INSTALL	04/27 Furniture Onsite, Install Start
MAY		05/13 Furniture Install Completion 05/14-15 Final Punch + Walkthroughs
SUMMER 2020 + BEYOND	OCCUPIED FACILITY	<p><i>Ongoing Partnership Snapshot</i></p> <ul style="list-style-type: none"> • On-call Service Support • Reconfiguration Services • Regional Business Referrals • Workplace Learning Opportunities • Dedicated Account Rep • National Purchasing Agreements • SR Client Socials + Executive Leadership Opportunities in KS/MO Regions

FURNITURE SERVICE & REPAIR

SR Advantage offers cost-effective furniture service and repair solutions with services that include: painting, wood refinishing, re-upholstering, asset management services, rental, repair, cleaning, glass tops, fabric protection, furniture inventories, and warehousing/storage. With resources such as these, Scott Rice not only has the ability to enhance your entire organization to a higher level of productivity, but does so from one source.



REPAIRS



**FABRIC
CLEANING**



**FABRIC
PROTECTION**



**WOOD TOUCH UP /
REFINISH**



KEYS AND LOCKS



**SOUND
MASKING**



**CABLE
MANAGEMENT**



**REPLACEMENT
PARTS**



**SIMPLE CHAIR
UPHOLSTERY**

PUNCH LIST

At the completion of the initial installation or installation phase, there will be a walk-thru with the client or client representative and project manager. This walk-thru will determine the scope of the punch list. The punch list will include any shortages, damages, or any other problems. The punch indicates the outstanding items to be completed and will be signed and dated by the client and supervisor. At each phase of the punch list process the client will be updated on the status of the punch list.

The project manager will then process the punch list:

- The project manager will determine the arrival date of any back ordered product and schedule an appropriate installation date, determine if the damaged product should be repaired or replaced, and make sure that freight claims are completed on freight that was damaged during shipping.
- Any necessary parts to resolved punch items within the furniture will be ordered as identified using the proper channels for each manufacture.
- The project manager will work with the client to schedule any repairs as soon as appropriate after the initial walk thru on the final phase.
- Upon arrival of any replacement product, the project manager or service manager will schedule replacement of damaged product with the client.
- The service department or installation department will complete any damaged product replacement, and upon completion will initial the corresponding lines on the punch list with the client.
- At each phase of this process, the installer or service technician will submit a copy of the initialed punch list to the project manager. When all items are resolved the sales person or project manager will obtain a final sign off from the client indicating that the punch list is complete.

Post Punch List

After the punch list is complete we send "As Installed" drawings to you along with your "Project Specification Manual" detailing product specific information such as finishes, part numbers, warranty, cleaning instructions, and how to use the product.

WARRANTY SERVICE SUPPORT

Scott Rice makes every effort to partner with only those manufacturers that offer and support the best product warranties.

Warranty terms are dictated by each individual manufacturer. Many vendors cover the expenses for parts and labor. When only one or both are not covered, it is the customers responsibility to handle these expenses. Scott Rice Service Department consists of 3 full-time Techs, each with a “parts-equipped” extended van. Each Technician has over 10 years of industry experience. Once a request is received, we respond within 24 hours acknowledging our receipt of the request. Our standard response time is within 3-5 days.

- Our on-site Service Department is available to respond quickly to any request for repairs.
- Most parts can be obtained within a few days.
- Warranty claims are expedited as quickly and efficiently as possible.
- The status of your service/warranty request will be communicated to you as it changes.



02 MEET YOUR SCOTT RICE TEAM



YOUR PROJECT TEAM



Rachel Hewitt

New Business Development | 913.888.7600 | rachelh@scottrice.com

Role: Rachel will be your main point of contact and Project Executive. She is responsible for ensuring your requests are executed and completed to your satisfaction. As a commercial interior designer by trade, Rachel has a trained eye for detail and coordination. Her experience in team management will allow for ease of communication and a collaborative approach. From concept development to estimating, meeting coordination, and process integration, Rachel will establish frequent and simplified updates and closeout of all checkpoints on the project.

Experience: Rachel holds a degree in Commercial Interior Design from Kansas State University, with a studied emphasis in design that supports the human experience. Her 5-year track record in the building industry ranges across multiple user types, from national hotel and entertainment properties, to local offices for corporate and non-profit agencies, to restaurants, luxury apartment properties and senior living centers. Her experience in the development and execution of furniture and finish packages for over 1 million square feet of facilities projects in the metro area is rooted in her belief that good design is good for business. Rachel's sensitivity to design, functionality and cost management allows her clients a comfortable, communicative, and transparent project experience.



Shannon Redetzke

Director of Business Development for the Design Community | 952.239.9155 | shannonr@scottrice.com

Role: Shannon is Scott Rice's A&D liaison and provides insight on product knowledge, design services and workplace solutions for the Design Community.

Experience: Shannon comes from a design background and has been part of the Kansas City design community for 12 years. Shannon graduated from Iowa State University with a BFA in Interior Design. Her past experiences include government, healthcare projects and K-12 education.

YOUR PROJECT TEAM



Stacy Roth

Vice President of Strategy + Engagement | 816.786.5888 | stacyr@scottrice.com

Role: Stacy heads the Scott Rice strategic planning process. She is responsible for finding opportunities to approach markets in innovative ways. She is a resource for the latest insights and a conduit to thought leaders on the forefront of workplace and education trends. She helps direct communications, strategy and planning for all Scott Rice Integrated Companies ensuring that engagement is high and that all team members understand our business strategies.

Experience: Stacy's previous role at Scott Rice was Director of Education. She has developed her comprehension of educational protocol, best practices and innovative thinking through the last thirteen years of working within the educational sphere as a practicing designer and thought leader. Before that, she led the Interiors team at Gould Evans, where she worked closely with clients to create engaging educational environments. Her experience spans a variety of projects, including classrooms, learning commons, teaching laboratories and performing arts venues. Stacy completed her Bachelor of Arts degree in Interior Design at Iowa State University and is licensed by the National Council for Interior Design Certification (NCIDQ).



Andy Eveland

Project Manager | 913.915.2715 | andy@scottrice.com

Role: Andy will attend project and scheduling meetings, conduct pre-installation site visits and attend construction meetings if necessary. He will be responsible for coordinating phasing, furniture installation, schedule, logistics and manpower requirements.

Experience: Andy has been in the furniture industry for 11 years. Before working as a Project Integrator, Andy was a lead installer at Scott Rice. With an Associates degree in Engineering Andy is able to provide unique perspectives on the job. Some of his projects include Advisors excel (over 500 person installation), HDR Engineering, Populous, BNSF, and Capitol Federal.

03 BID FORMS





BUSINESS LICENSE DIVISION

Neighborhood Resource Center

Unified Government of Wyandotte County/Kansas City, Kansas

4953 State Ave. Kansas City, Kansas 66102

p. (913) 573-8780 | f. (913) 573-8622 | www.wycokck.org/businesslicense

2020 Occupation Tax Receipt

Mailing Address

ATTN: ED MILLS
COLOR-ART OFFICE INTERIORS INC.
14720 W 105TH ST
LENEXA, KS 66215

Date Receipt Issued: **1/22/2020**

This certifies that

COLOR-ART OFFICE INTERIORS INC.
14720 W 105TH ST
LENEXA, KS 66215

has paid the Unified Government Occupation Tax for the privilege of conducting the business of

SALES W/O LOCAL OFFICE

in the City of Kansas City, Kansas. The Occupation Tax expires on: **12/31/2020**

The tax paid on **1/22/2020** was **\$281.00**

License # **99980-00000-02346**

Phillip E. Henderson
License Administrator

THE ISSUANCE OF AN OCCUPATION TAX RECEIPT DOES NOT CREATE A PRESUMPTION THAT THE BUSINESS HAS COMPLIED WITH THE UNIFIED GOVERNMENT REGULATORY ORDINANCES .

THIS RECEIPT MUST BE CONSPICUOUSLY DISPLAYED IN THE PLACE OF BUSINESS .
NO REFUNDS AVAILABLE .



Laura Kelly, Governor
Mark A. Burghart, Secretary
www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

Color Art Palette, Inc

ISSUE DATE
10/23/2019

TRANSACTION ID
TBMK-KJTX-EP26

CONFIRMATION NUMBER
C35E-A66M-JBND

TAX CLEARANCE VALID THROUGH 01/21/2020

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*



BUSINESS LICENSE

CITY OF LENEXA, KANSAS

BUSINESS NAME / MAILING ADDRESS

Scott Rice Office Works, LLC

1325 N Warson RD
St. Louis, MO 63132

BUSINESS LICENSE NUMBER


GEN20-03046

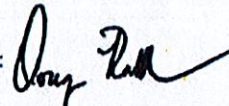
Expiration Date: 3/31/2020

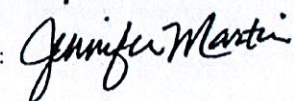


BUSINESS LOCATION

14720 W 105 ST
LENEXA, KS 66215

Mayor: 

Chief Financial Officer: 

City Clerk: 

Except as otherwise provided in Lenexa City Code, this license is not transferable.

This license is conditioned upon compliance with all the provisions and requirements of the Lenexa City Code. Failure to comply with these provisions may result in revocation of this license. The issuance of this license does not signify conformance with zoning, building or other codes at the listed location.

04 PRICING



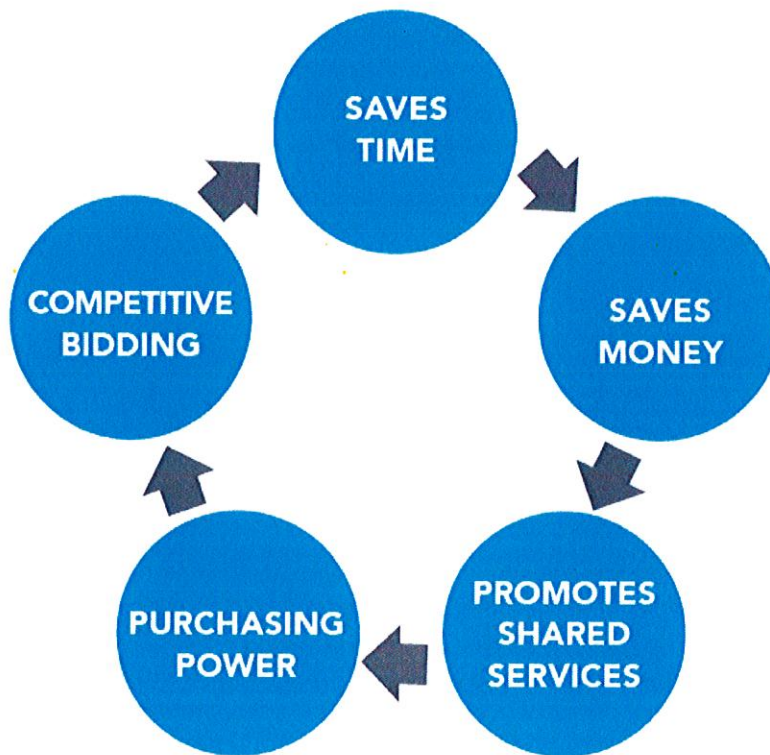
CONTRACT BENEFITS

COOPERATIVE PURCHASING

A cooperative purchasing model allows a group of buyers with a common interest to pool their buying power in order to negotiate more favorable pricing on goods and services.

Cooperatives—also known as group purchasing organizations or purchasing consortia—are set up to aggregate purchasing volume from many different companies and increase the purchasing power from each individual.

Cooperative purchasing is a time-tested model that can make a significant contribution to the institution's bottom line by lowering costs, reducing redundancy, and freeing up valuable resources for reallocation to other strategic initiatives. Cooperative contracts are only useful, however, if they deliver more than cost savings. The time and process efficiencies, knowledge, and expertise available through a cooperative can be priceless.



Nicole Katz, E&I written for ALN magazine

CONTRACT BENEFITS

DELIVERS SIGNIFICANT TIME EFFICIENCIES in terms of contract development.

COMPETITIVE BIDDING PROCESS meets the procurement standards or requirements for most purchasing professionals.

STRENGTH IN NUMBERS the sheer volume of purchasing power aggregated by the size of the cooperative provides each individual member with economies of scale that they would not have been able to achieve on their own.

LOWER PRICES FOR GOODS AND SERVICES than any of the single members in the collective.

STRATEGIC VALUE AND TIME SAVINGS: many procurement professionals simply don't have the time or the resources to research new product categories, source competitive quotes, and negotiate pricing. By eliminating time spent on more labor intensive tasks, resources can be reallocated to focus on more strategic projects.

SPEND ANALYSIS AND QUALITY CONTRACTS: The result is a supplier portfolio that includes many of the suppliers most committed to meeting the specialized needs and delivery requirements of members.



STATE OF KANSAS CONTRACT

The mission of Procurement and Contracts is to promote the use and development of processes which serve the best interests of the State of Kansas and its citizens, along with finding and implementing increased economies and efficiencies in the procurement process, maintaining the highest level of integrity, fostering broad based competition together with fair and equal treatment for all entities involved in the procurement process, and always seeking the best value and highest quality of goods and services being offered to the State of Kansas.

Any Kansas state agency has access to the contract.

Membership Cost: Free

Ordering Process: Scott Rice will order the product.



Steelcase®

NATIONAL

ERG

international



HPFi

05 MANUFACTURER'S LEAD TIMES



MANUFACTURER'S LEAD TIMES

Manufacturer	Lead Times	Manufacturer	Lead Times
	Product Specific 8-9 Weeks 11-12 Weeks		TBD
	4-6 Weeks		8-15 Weeks
 PREMIER CUSTOM CONTRACT FURNITURE	6-7 Weeks from shop drawings		8 Weeks
	2 Weeks		6-8 Weeks Additional 2 weeks for specials
	6-8 Weeks		8-10 Weeks
	Product Specific 12-14 Weeks or Less	 Symbol of Strength	6 Weeks
	7-9 Weeks		5-6 Weeks
	6-9 Weeks		6-8 Weeks

06 WARRANTY INFORMATION



TERMS & CONDITIONS OF SALE

All orders are subject to the following terms & conditions of sale, which must be signed by the Buyer.

CANCELLATION & CHANGES. In the event that this proposal is accepted (confirmed) by the Buyer & becomes an order, it is understood & agreed that it **cannot be cancelled except by mutual consent.** The Seller's order acknowledgement is final & binding & any subsequent changes are subject to Seller's ability to conform & are dependent upon factory approval. Changes in quantity or specifications are subject to approval by Seller & manufacturer. Resulting additional charges from the manufacturer shall be paid by the Buyer. All requests for changes in quantity or specification shall be delivered to the Seller in writing.

PAYMENT & SECURITY INTEREST. A deposit of 60% is required upon acceptance of the order.

The Buyer agrees to pay each invoice within fifteen (15) days of the invoice date. Merchandise will be invoiced on delivery. Acceptance of delivery constitutes acceptance of the merchandise as delivered. No payment shall be withheld on any invoice because of partial delivery of the entire order unless special terms are negotiated prior to order placement. Customer shall make final inspection immediately following completion of installation & before occupancy & at that time provide Seller with a final list of items to be corrected (punch list). Failure to make any claim for defect of any kind at the time such inspection should have been made shall constitute acceptance of the labor, materials & furnishings provided & waiver of such claims. Buyer retains the right to withhold 5% of payment due until correction of all punch list items is completed. All Credit Card Transactions will be charged a convenience fee. The Buyer agrees to pay a finance charge of 1 1/2 percent per month at the annual percentage rate of 18% on all delinquent invoices as well as expenses, attorney fees & court costs which Seller incurs by reason of Buyer's default. In the event that special materials, fabrics or services (such as COM, COL, etc.) must be ordered by the Seller from a secondary vendor for delivery to the primary vendor, the Buyer will consider such materials, fabrics or services acceptable for purposes of payment at the time of delivery to the primary vendor. To secure full payment & performance of all Buyer's obligations to Seller, however arising, Buyer hereby grants to Seller a security interest in all the merchandise sold hereunder, & in any proceeds thereof & any present & future attachments or additions thereto. Buyer agrees that a copy of this contract may be filed & will be sufficient as a financing statement under the Uniform Commercial Code in order to perfect such security interest, & further agrees Seller may execute any other documents deemed necessary by Seller to give full legal effect to the provisions of this paragraph. All of the rights & remedies of Seller provided herein shall be cumulative & in addition to any other rights & remedies provided by law. Waiver by Seller of any breach of any provision hereof shall not constitute a waiver of any other breach.

CLAIMS. The Seller will file claims for transportation damage for all furniture delivered by Seller & damaged merchandise will be repaired or replaced. Freight claims that are unreimbursable as a result of Buyer's delays or other causes not within Seller's control are the responsibility of the Buyer. On drop shipments, it will be the Buyer's responsibility to inspect the merchandise & to file freight claims in the event of damage.

DELAYS. In the event that construction delays or other causes not within Seller's control force postponement of delivery or installation, the furnishings will be stored until delivery or installation can be resumed, & will be considered accepted by the Buyer for purpose of payment. In such event, the Buyer shall reserve the right to withhold 10% (for 60 days max.) of the invoice amount of such shipments against the completion of the contract. The Buyer shall pay transfer & storage charges incurred after 10 days from receipt of goods on LTL orders. On truckload or greater orders, storage charges will be incurred based on receipt of goods.

PRICES SUBJECT TO CHANGE WITHOUT NOTICE. Some manufacturers & suppliers are following the "price prevailing at time of shipment policy," therefore, when applicable, we will invoice the price prevailing at time of shipment.

RETURN GOODS: All merchandise, stock or otherwise, may be returned only with approved written authority by Seller & will be subject to a minimum 50% restocking charge plus freight & handling costs.

WARRANTY. Manufacturer warranty terms are available at your request & through your sales representative.

DESIGN: All Seller design proposals, including space plans, color schemes, drawings, blueprints & presentation boards are the exclusive property of Seller & use of them by other parties is prohibited until a contract is consummated.

TAXES. Prices do not include any applicable sales, use, excise or any other tax or surcharge. Any applicable taxes will be added to prices at time of invoicing & the Buyer agrees to pay same. Buyers exempt from taxes will furnish Certificates of Exemption at time of execution of this agreement.

FREIGHT. Freight charges are included in pricing unless otherwise indicated.

DELIVERY & INSTALLATION. In the event that delivery &/or installation is required as a part of this proposal, & in order to provide the most cost-effective bid for furniture installation & delivery, we have based our price on the following provisions which shall apply:

1. **Condition of Job Site** – The job site shall be clean, clear & free of debris prior to installation.
 - A. Premises shall be in readiness to receive goods. All construction work, painting, ceiling installation, carpet installation, utility installation & other work, shall be complete prior to the start of delivery of furniture to the job site. On large projects, "complete" refers to the phase for which we are receiving product at that time.
 - B. Doorways, openings & elevators, shall be of sufficient size & carrying capacity to permit delivery of goods without dismantling the furniture.
 - C. Installation shall be performed in accordance with plan specifications (if provided) or with adequate personal directions of the authorized representative of the Buyer. We will review our schedule for delivery of product with the General Contractor or the authorized representative of the Buyer prior to receipt of product at the site. In order to facilitate timely movement of product, exclusive use of an elevator & dock during receipt of product will be required. Exceptions to these stated conditions could/will result in additional charges.
2. **Job Site Services** –
 - A. Electric current, heat, hoisting &/or elevator service will be furnished to the installer without charge. Adequate facilities for offloading, staging, moving & handling of merchandise shall be provided to the Seller.
 - B. Parking space shall be available for loading & unloading vehicles at a point immediately adjacent to the loading platform or service entrance.
 - C. Furnishings delivered & brought onto the job site as scheduled shall be inspected & conditionally accepted by the Buyer. Security & safeguarding of the delivered furnishings will be the responsibility of the Buyer.
 - D. The authorized representative of the Buyer will walk the completed space, prior to installation, with the Seller Project Manager, Seller Salesperson & Installation Foreman to note building conditions. If a walk-thru is not done, Seller and Seller Subcontractors will not be responsible for damages to the building.
 - E. The contract time for completion is stated in terms of working days. We will complete the project in this agreed-to time frame. If the start date is delayed because of any job site conditions, it will affect the completion date & may involve additional installation charges.
3. **Special Packaging or Handling** – If special packaging or handling is required that is not contained in the specifications, it will be subject to extra charge to the Buyer.
4. **Delivery During Normal Business Hours** – Delivery & installation will be made during normal working hours. Additional labor costs resulting from overtime work performed at the Buyer's request or resulting from labor or building conditions will be paid by the Buyer. Additional cost issues will be brought to the attention of the General Contractor or the authorized representative of the Buyer at the time they occur.
5. **Storage Space** – Provided the merchandise does not arrive at the site earlier than the date requested, safe & adequate storage space will be provided by the Buyer. If the space provided is inadequate & requires excessive sorting or storage cost, such excess cost will be reimbursed by the Buyer. If the merchandise must be moved due to progress of other trades or other reason, the extra cost of such moving will be reimbursed by the Buyer.
6. **Erection & Assembly** – Seller's ability to erect or assemble furniture knocked-down or to permanently attach, affix, or bolt in place movable furniture is dependent on jurisdictional agreements. If trade regulations enforced at the time of installation require the use of tradesmen at the site other than the Seller's own installation personnel, resulting additional costs will be paid by Buyer.
7. **Damage** – After arrival at the site, any loss or damage by weather, other trades such as painting or plastering, fire, theft, or other elements out of the control of the buyer &/or seller shall be the responsibility of the Buyer, & the Buyer agrees to hold the Seller harmless from loss for such reasons.
8. **Insurance** – Public Liability, Workmen's Compensation, Property Damage, Automotive & Occupational Disease insurance are carried by the Seller & certificates will be delivered upon request. Fire, Tomado, Flood & other insurance at the site will be provided & paid for by the Buyer.

NO OTHER AGREEMENTS: There are no other agreements expressed or implied other than those specified herein & those set forth in the agreement, proposal or sales order, specifications or delivery & installation schedules. The terms & conditions set forth herein & in the above-mentioned documents may not be varied except upon written approval of both Buyer & Seller.

STEELCASE LIMITED LIFETIME WARRANTY

For Americas

YOU CAN DEPEND ON US. OUR PRODUCTS. OUR SERVICES. OUR PEOPLE.

Steelcase Inc. ("Steelcase") warrants that Steelcase[®], Coalesse[®], and Turnstone[®] brand products (collectively, "Steelcase Branded Products") are free from defects in materials and workmanship for the life of the product, except as set forth below. This warranty applies to Steelcase Branded Products delivered in Americas: United States, Canada, Mexico, Latin America and the Caribbean. The warranty is valid from the date of delivery, regardless of shift usage to the original End User and is non-transferable. Steelcase will repair or replace with comparable product, at its option and free of charge (for materials and components) any product, part or component which fails under normal use. If repair or replacement is not commercially practicable, Steelcase will provide a refund or credit for the affected product. End User means the final purchaser acquiring a product from Steelcase or a Steelcase Authorized Reseller for the purchaser's own use and not for resale, remarketing or distribution.

EXCEPTIONS TO THE LIFETIME COVERAGE

SYSTEMS, STORAGE, DESKS, TABLES AND BENCHING

12 years

Airtouch[®], Elective Elements[®], Mackinac[™], Migration[™], Migration SE, Ology[™], Steelcase Flex, and Walkstation[™] height-adjustable mechanisms and electronics, modular power, Post and Beam textile in-fills, mechanisms, casters, rollers, wheels and glides, Flex board clips, lighting fixtures, Convey[™] door hinges, drawer slides and adjustable brackets, Coalesse steel legs, steel bases, and door hinges; Exponents[®] painted MDF components, OltimeEco Bench, Implicit[™], and VolumArt

5 years

Architectural doors, office systems doors, Series 3, Series 5 and Series 8 Bench, Sync[™] height adjustable mechanisms and electronics, Elective Elements soft-close drawer slide, urethane edge treatments, Steelcase Health overbed tables, lighting power supplies, ballasts and LED lighting components, Coalesse Flip Top[™] mechanisms, Coalesse occasional table frames

3 years

V.I.A.[™] electric hinge, IRYS pod, Campfire[™] footrest, Walkstation treadmill parts and wear items (1 year service and labor), Convey electronic lock mechanism, Coalesse/Steelcase electrical desktop, table top and rail mounted that houses power and/or data, and/or USB, Coalesse Free Stand mechanism and tablet, Coalesse SW_1[™] table tablet including slide mechanism, exposed wood legs

SEATING

12 years

Mechanisms, pneumatic cylinders, arm caps, foam, casters and glides, Max-Stacker III, Sylvi and Umami[®] frames, lounge power modules, wood frame side chairs, tablet arms, Node[™] and Shortcut[™] personal worksurface, Steelcase Health recliner components and optional accessories other than internal structure, Surround sleep surface bracket, Coalesse lounge wood, bent-ply or steel frames

5 years

Steelcase Health recliner, sleep and central locking and trendelenburg mechanisms and associated levers and pedals, Steelcase Health heat and massage units, Brody fabric on footrest, Coalesse stacking chairs and dollies, Coalesse Lox[™] foot stool ring

3 years

Coalesse exposed wood frames and wood legs, Lagunitas[™] articulating back, SW_1 lounge tablet

INTERACTIVE AND ACOUSTIC SOLUTIONS

5 years

Qt[™] PRO Emitters, Control Modules and Qt Room Control

3 years

media:scape[™] technology components; RoomWizard[™]

1 year

Certified refurbished RoomWizard, Workplace Advisor sensors and gateway (excluding subscription)

BOARDS AND EASELS

12 years

Verb[™] teaching lectern and plastic components

5 years

Premium tackboards and whiteboards

3 years

Huddleboard[™], Answer[®] markerboard surfaces, Flex markerboards, GroupWork[®] and Bivi[®] markerboards, Coalesse Exponents[™] markerboard surfaces, Clipper[™]

WORKTOOLS

12 years

Keyboard mechanisms, flat panel monitor arms, lighting fixtures, vertical cable carrier

5 years

Articulating and adjustable arms, lighting power supplies, ballasts and LED lighting components; launch pad power components

3 years

Personal caddy pad, Kybur[®], Executive office tools, and palm rests

1 year

Steelcase Flex Mobile Power

SURFACES

12 years

Laminate, wood veneer and solid surface, all standard vertical surface textiles (except Cogent[™]: Geode and Sprite) and the following seating textiles: Billiard Multi-Use by Designtex[™], Buzz2, Chainmail; Cogent:Connect, and Cogent:Trails, Imperma, New Black, Playground, Texel, Stand In, Seating vinyl, Connect 3D, 3D Knit, 3D Microknit, Jersey[™] Mesh, QiVi[®] Net, Reply[™] Air Mesh, Elmorustical, Elmosoft, and Elmotique Leather, Steelcase Leather, I-Skin

5 years

Bo Peep, Brisa, Cogent: Geode Vertical, CuraNet[™]; Gaja-Cradle to Cradle^{CM}, Jacks, Link[™], Nitelights, Redeem, Remix, Retrieve; Sprite, Spyder, Steelcut Trio, glass surfaces, paint colorfastness, Steelcase Health wood finish, Surround Sleep surface fabric

3 years

RTF Steelcase Health casegoods, vinyl wrapped surfaces and acrylic, Coalesse glass, granite, Corian[™], Fusion top surfaces, Bix[™] projection mesh screen, translucent corner table screen and side table top; Coalesse SW_1 and Lagunitas knit, Hexa, LessThanFive[™] carbon fiber chair

STEELCASE LIMITED LIFETIME WARRANTY FOR AMERICAS

WARRANTY DOES NOT APPLY TO PRODUCT DEFECTS, DAMAGE, OR LOSS RESULTING FROM:

- Normal wear and tear.
- Failure to apply, install, reconfigure, or maintain products according to published Steelcase or manufacturer instructions and guidelines.
- Abuse, misuse, or accident (including, without limitation, use of product in unsuitable environments or conditions).
- Alteration or modification of the product.
- The substitution of any unauthorized non-Steelcase components for use in the place of Steelcase components in an integrated product solution, including but not limited to worksurfaces, leg supports, panels, brackets, shelves, overhead bins and other integral components.

WARRANTY DOES NOT COVER:

- Products considered by Steelcase to be consumables; (e.g., batteries, bulbs/lamps).
- Variations occurring in surface materials (e.g., colorfastness (except paint), matching grains, textures and colors across dissimilar substrates and lots), and natural aging found in materials such as wood and leather.
 - Planked Veneer intentional and natural variations that includes, but not limited to: character marks, grain pattern, color and natural color aging.
- Non-standard surface materials including Select Surfaces and custom surfaces as defined in the Steelcase and Coalesce Surface Materials Reference Manual/Guide are not covered, except as warranted by the original supplier for material properties including, but not limited to, quality, aging, colorfastness, shade variations, puddling, wrinkling or abrasions.
- Products manufactured utilizing a non-standard product platform or material.
- Other manufacturers' products (Steelcase shall pass along any warranty it receives with respect to other manufacturers' branded products, including Bolia, Emu, Carl Hansen, FLOS, Mitchell Gold + Bob Williams and others).

WARRANTY PROVIDES EXCLUSIVE REMEDIES:

- Pursuant to this limited warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, Steelcase will (i) repair or, at Steelcase's option, replace the affected product at no charge, with a new or refurbished product of comparable function, performance and quality or (ii) refund or credit of the purchase price for the affected product, at Steelcase's discretion, if Steelcase determines that repair or replacement is not commercially practicable or cannot be timely made.
 - A product "defect" means an inadequacy in the materials or workmanship of the product that (i) existed at the time when you received the product from Steelcase or a Steelcase Authorized Reseller and (ii) causes a failure of the product to perform under ordinary use in accordance with the materials and documentation accompanying the product.
 - An "ordinary use" means use of the product (i) in conformance with all applicable local, state or federal laws, codes and regulations (including without limitation building and/or electrical codes) and (ii) in accordance with manufacturer recommendations and/or instructions in the materials and documentation accompanying the product.
 - A "Steelcase Authorized Reseller" means any dealer that (i) is duly authorized by Steelcase to sell the product, (ii) is legally permitted to conduct business in the jurisdiction where the product is sold, and (iii) sells the product new and in its original packaging.
- Replacement parts are covered for 2 years or the balance of the original warranty, whichever is longer.

STEELCASE RESERVES THE RIGHT TO REQUEST THAT THE DAMAGED PRODUCT BE RETURNED PRIOR TO GRANTING A REMEDY.

THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRANTY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STEELCASE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES.

Warranty

Five-Year Limited Warranty

FOR PRODUCTS SOLD AFTER JANUARY 1, 2001, SUBJECT TO THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH BELOW, (WHICH ARE EXPRESSLY INCORPORATED HEREIN), DAVIS WARRANTS ITS PRODUCTS TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF FIVE (5) YEARS AFTER THE DATE OF ORIGINAL SHIPMENT (THE "WARRANTY PERIOD"), PROVIDED THE PRODUCT IS USED IN THE MANNER AND UNDER THE CONDITIONS FOR WHICH IT IS DESIGNED.

Limitation of Liability

1. This warranty shall apply only if (i) Purchaser notifies Seller in writing of the claimed defect within 30 days of discovery; (ii) Purchaser discovers the claimed defect within the Warranty Period; (iii) Purchaser allows Seller to inspect the Goods claimed to be defective; and (iv) Seller or its representative confirms the defect in writing to Purchaser.
2. This Davis Limited Warranty extends only to defects in materials and workmanship which occur during "normal use and service" as defined below, and it does not apply to: (a) Goods that have not been maintained in accordance with instructions or that have been accidentally damaged; (b) defects attributable in any way to installation, modification, cleaning, or repair made by any party other than Davis; or (c) mishandling, accident, fire, lightning, other hazards whether natural or man-made, or shipment. "Normal use and service" means that the product will be used in a typical office environment for 40-45 hours per week.
3. Products that are non-standard are not covered under this warranty.
4. Further, this warranty shall not apply if (a) Purchaser or a third party modifies or repairs the Goods without Davis' prior written approval; or (b) after discovery of a defect, Purchaser fails to take prompt and reasonable steps to prevent the defect from becoming more serious. If Goods are repaired in the field by someone other than Davis, then the warranty on that repair is from the person or company making that repair, not Davis.
5. Davis guarantees upholstered products only to be free from defects and that the upholstery is tailored according to product specifications. **Davis offers no warranty, either implied or expressed, on any fabrics or leathers.** Fabrics and leathers carry warranties from the fabric manufacturer or reseller, and most contract fabrics and leathers have only a one to two year warranty period. Please refer to each reseller's warranties before specifying. Because every fabric specification is different and application for use must be taken into consideration, Davis shall not be held responsible in any manner for wrong specification of fabric, and Davis does not guarantee specified fabric for tailoring, wear, durability, or light fastness. Davis makes no warranty of any kind with respect to "customer's own materials" (COM), "customer's own leathers" (COL), or non-standard materials selected by and used at the request of the purchaser.
6. Variations in grain, color, marks, scars, texture and pattern of wood, leather and textiles may occur as a result of nature, dye lot, exposure to light, and aging. Davis makes no warranty with respect to matching of grain, textures, pattern or colors of such materials, including an exact match to wood chips, color samples, or swatch cards.
7. The Aero Bench (all aluminum), Loop (with outdoor powdercoat finish) and Veer tables have been approved for outdoor use. The formation of rust and/or corrosion on these series due to outdoor use does not constitute a defect in materials and workmanship, and is not covered under this warranty.
8. During the Warranty Period, if a Davis product does not conform to this limited warranty, the purchaser's sole and exclusive remedy against Seller arising out of or in connection with any claimed defect in any Goods sold hereunder, whether based upon contract, strict liability or negligence, and whether for personal injury, commercial loss, or other monetary loss, shall be at Davis' option and sole discretion, is one of the following:
 - (a) Repair of the defective component or product.
 - (b) Replacement of the defective component or product, or
 - (c) Refund of the original purchase price paid for the defective product upon return of the defective product to Davis.
9. IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT OR OTHER LEGAL THEORY, SHALL DAVIS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES TO OTHER PROPERTY, INCONVENIENCE, LOSS OF GOODWILL, LOST PROFITS OR REVENUE OR OTHER FINANCIAL LOSS, LOSS OF USE OF THE PRODUCT, OR CLAIMS FOR DAMAGES RESULTING FROM THE USE OF THE PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages or allow limitations on how long an implied warranty lasts, so the above limitations and exclusions may not apply to you.
10. THE FOREGOING LIMITED WARRANTY AND REMEDY ARE EXCLUSIVE AND MADE ONLY TO THE ORIGINAL PURCHASER. DAVIS MAKES NO OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.
11. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. THERE IS NO WARRANTY FOR INTERNATIONAL USE OR PURCHASES.

To obtain performance of this Limited Warranty, the purchaser should contact in writing the authorized Davis dealer or reseller who sold the product to the purchaser, or mail its warranty claim to:

Customer Service Department, Davis Furniture Industries, Inc., PO Box 2065, High Point, NC 27261-2065
TEL: 336 889 2009, FAX: 336 889 0031, E-mail: mail@davisfurniture.com

15 Year warranty

We guarantee our high quality ergonomic work tools with an industry leading 15 year product warranty. All ESI products are covered under a 15 year warranty, except the products listed below:

10 YEAR WARRANTY

- Eppa™ series

7 YEAR WARRANTY

- Electric table components
- Motors
- Crank mechanisms
- Counterbalance mechanisms
- Railway™ series (electrical)
- Centro™ series

5 YEAR WARRANTY

- Laminated worksurfaces
- S2S
- Birdi™ (foam and cylinder)

3 YEAR WARRANTY

- Climb series
- Birdi™ (fabrics)

2 YEAR WARRANTY

- Palm rests
- Mouse pads

1 YEAR WARRANTY

- Pencil drawers
- Fluorescent ballasts
- LED transformers
- FlexCharge™ series

ESI warrants to the original purchaser that its products are free from defects in workmanship and materials based on normal installation and use of the product in an 8-hour shift.

ESI will repair or replace any product that is determined to be defective with the same or comparable product after inspection by an authorized ESI representative. Warranty shall apply to original purchaser only and request must be submitted with original PO number.

Warranty does not apply to damage in shipment caused by carriers, damage caused during installation, normal wear and tear, use or conditions. Products that are modified or tampered with in any way by any person other than an authorized ESI representative will not be covered under warranty. Costs (such as installation, labor fees or express shipping) incurred due to replacement of products will not be covered under warranty.

KEILHAUER

September 1, 2016

Keilhauer Warranty Policy

Warranty

Keilhauer merchandise is warranted to be free from defects in material and workmanship as follows:

Standard usage (single shift – 40 hours per week):

Desk, conference and task chairs	10 years
Lounge seating	10 years
Multi-purpose stacking chairs	10 years
Tables	10 years
Textiles	1 year

24 hour usage:

Desk, conference and task chairs	4 years
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During this warranty period Keilhauer will repair or at its option replace, free of charge, such merchandise as shall prove to be defective. This warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse. Textiles, leathers, and powder coat finishes are not warranted against fading, wear or marking since it is beyond Keilhauer's control. All other warranties (including any warranty of fitness whether by law, implied or expressed, or otherwise) are hereby excluded.

The foregoing warranty extends only to the original purchasers who acquire new product from Keilhauer. Any product, part, or component must have been used according to Keilhauer's published instructions and installed and maintained by Keilhauer or an authorized Keilhauer representative.



1450 Birchmount Rd
Toronto, ON M1P 2E3
1.800.724.5665

TERMS AND CONDITIONS

Terms of Sale

These terms of sale supersede all previous price lists and terms and are subject to change without notice.

Prices

All prices are list, freight prepaid (as described below) and do not include cartoning, storage or taxes. Watson reserves the right to make changes to price without prior notice.

Terms of Payment

Terms of payment will be established based on the credit rating and credit information provided by and for specific customers based on their credit application. Orders are invoiced at time of shipment. Standard payment terms are 50% due at time of order and 50% due before shipment. Approved credit levels may be extended to net thirty (30) days. Past due accounts will be charged the lesser of 1-1/2% per month or the highest rate permitted by law plus all collection costs, including reasonable attorney's fees and expenses.

Credit card payments are accepted up to \$5,000

Taxes

All sales, use, excise and other applicable taxes (excluding only taxes on the net income of the Company) are the purchaser's responsibility and will be invoiced to the purchaser. If purchaser claims an exemption from such taxes, it shall be the purchaser's responsibility to furnish an appropriate exemption certificate to the Company.

Order Acknowledgment

All orders and subsequent change orders must be in writing. Watson will issue a written acknowledgment that includes estimated arrival date; Customers should verify the acknowledgment for accuracy. The acknowledgment is the final agreement between Watson and the customer. The price list identifies the information that must be noted on the purchase order. Any omission may result in the delay of processing the order. All Quotations, Acknowledgments, and Invoices are subject to corrections for errors or omissions.

Order Changes and Cancellations

Acknowledged orders may not be changed or canceled, in whole or in part, without prior written consent of Watson. Orders for which production has started may not be canceled. Orders that include non-standard products and non-standard finishes may not be canceled. Order changes may affect delivery dates. Expenses incurred because of order changes will be charged to the Customer. In the event of cancellations prior to the start of production for standard products, Customer will be liable for cancellation charges of 25%.

Returns

Watson products are made to order and may not be returned for credit against this invoice unless authorized in writing by Watson. At its discretion, Watson may deem it necessary to issue a Return Merchandise Authorization (RMA) to recover defective or failing product for testing and quality assurance.

An RMA consists of: an RMA order acknowledgment, an RMA checklist, a prepaid shipping label and sleeve and the appropriate packaging to return the product in question.

RMA processing is a responsibility of the dealer's representative (service technician, installer, etc.).

If RMA product is not shipped within 30 days of the date of issue, the scope of work will be viewed as incomplete, and an invoice may be issued based on the value of the parts not returned.

Purchasers will be responsible for additional freight costs incurred from non-authorized carriers when returning product.

Shipment and Delivery

Domestic shipments are FOB Watson. The invoice price includes standard domestic freight for the 48 contiguous states. Shipments outside the 48 contiguous states will be shipped FOB distribution point, surface freight included to the point of embarkation and freight costs beyond that point will be added to the invoice. Charges incurred by Watson complying with non-standard shipment requests such as inside delivery, expediting, redelivery, weekend delivery, unpacking, straight trucks, specific driver requests or temporary holding will be invoiced to the purchaser. Risk of loss shall pass to purchaser at the time Watson places the product(s) in the possession of a common carrier or at the time of delivery to the purchaser in the case of delivery by Watson vehicles.

Packaging

We wrap our products in reusable blankets whenever possible. This method reduces packaging waste, lessens freight damage, expedites onsite installation and enables easier identification of concealed damage. Here are a few things you should know about Watson's blanket wrap practice:

- Most products will be individually loaded and secured with blankets and straps
- Some steel components may come on small pallets and hardware will be bulked packed in boxes
- Each item will be wrapped in shipping blankets that will stay with the truck
- Exposed wood edge table surfaces will have added packaging to protect edging during transit
- Storage components will be covered in plastic bags and blanket wrapped
- Some table and storage components will have corner guards and be wrapped in plastic

Cartoning may be specified, but is subject to a 5% of total List price surcharge.

Freight Charges

6% of total list will be added to orders under the following List price thresholds:

ZONE 1 - King, Pierce, and Kitsap Counties, WA - No surcharge

ZONE 2 - WA (outside King, Pierce, and Kitsap Counties), OR and CA - \$15,000 List. Minimum freight charge \$150.

ZONE 3 - Contiguous US (outside of WA, OR, and CA) and Western Canada - \$20,000 List. Minimum freight charge \$150.

NOTE: Customers willing to accept their order +/- 5 calendar days from the standard delivery date will benefit from waived freight charges. This option must be elected at the time of order.

TERMS AND CONDITIONS (CONTINUED)

Freight Claim

We'll file the freight claim on your behalf. But to do that – we'll need your help. It is the purchaser's responsibility to examine products upon receipt, note the damage or shortage on the Bill of Lading, and to notify Watson at the time of delivery. Failure to provide notice within 24 business hours constitutes acceptance of the product. Any concealed damage claims must be made by the purchaser in writing and with photographs within five (5) business days after delivery. Failure by the purchaser to make any concealed damage claim within five (5) business days constitutes acceptance of the product and a waiver of any apparent damages.

Storage

We understand that projects sometimes face unforeseen delays. If the request to move an order out is received more than 30 days prior to the acknowledged delivery date, we can likely accommodate that request without additional cost. If the request to move an order out is received less than 30 days prior to the acknowledged delivery date, customers may opt to contract storage with Watson for up to 30 days post-delivery date. Watson charges a storage fee of \$1 per day per \$1,000 of the Total Order Net. The minimum storage fee is \$250 Net. Storage should be considered delivery to the customer for all purposes, including invoicing.

Loss, Damage or Delay

Watson shall not be liable for any loss, damage or delay resulting from forces beyond its reasonable control including fire, flood, strike or other labor difficulty, act of God, or due to any cause beyond its reasonable control.

In the event of any such delay, delivery will be postponed by such length of time as may be reasonably necessary to accommodate for the delay.

Warranty

Watson designs builds its products within the framework of ISO certified quality management, environmental and safety processes. Our products are warranted to be free from defects in materials and workmanship for life (minor limitations and exceptions described below). If your Watson product covered by this warranty fails due to a manufacturing defect, we will repair it without charge, or replace it, at our discretion. Only original, unaltered and unmodified items and workmanship are covered. This warranty does not cover damage caused by accident, improper care, negligence, normal wear and tear, or the natural breakdown of materials over extended time and use. Damage not covered under warranty may be repaired for a reasonable rate and a fee will be charged for return shipping.

Limitations and Exceptions:

- This warranty applies only to the original purchasers of the product
- Colorfastness is not warranted
- All component parts not manufactured by Watson shall be covered by the original manufacturer's warranty.
- Etch Markerboard writing surfaces are warranted for five years.
- Tonic Neighborhood Light is warranted for one year.

The remedies provided above are the Purchaser's sole remedies for any failure of Watson to comply with its obligations regarding the workmanship of its products.

Warranty Period

Lifetime –

All components manufactured by Watson

Seven Years –

Linak motors and electrical components

Five Years –

Other motors and electrical components
Etch Markerboard writing surfaces

All Other Components not Manufactured by Watson

(period covered by the original manufacturer's warranty)

EXCEPT AS STATED ABOVE, WATSON MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY PRODUCT AND IN PARTICULAR MAKES NO WARRANTY OF FITNESS FOR ANY PARTICULAR PRODUCT EXCEPT FOR USE AS STANDARD OFFICE FURNITURE. PRODUCT REPAIR OR REPLACEMENT IS THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY AND ALL PRODUCT DEFECTS.

The remedies provided above are the Customer's sole remedies for any failure of Watson to comply with its obligations regarding the workmanship of its products.

Effective MARCH 2019



WARRANTY

STANDARD LANDSCAPE FORMS SITE FURNISHINGS

Your complete satisfaction and future business are our goals. Standing behind our products has been a cornerstone of our commitment to quality and service since our founding in 1969. Our products will satisfactorily perform their intended function, under normal conditions, for many years. For our Cochran and Morrison product, we define normal conditions as presence within protected public spaces, such as on corporate campuses or in community courtyards. If you are ever dissatisfied with one of our products, please contact us and let us demonstrate our commitment.

Landscape Forms, Inc. warrants all products (other than noted exceptions) to be free from defects in material and/or workmanship for a period of three (3) years from date of invoice. Noted exceptions: Products provided by our partners Santa & Cole, Escofet, and TUUCI are covered by their individual warranties. This warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse. Landscape Forms, Inc. will, at its option, repair, replace, or refund the purchase price of any items found defective upon inspection by an authorized Landscape Forms, Inc. service representative.

LANDSCAPE FORMS LIGHTING

LED lighting products are warranted for a period of six (6) years. Noted exceptions: Solar products are warranted for three years. This warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse. Landscape Forms, Inc. will, at its option, repair, replace, or refund the purchase price of any items found defective upon inspections by an authorized Landscape Forms, Inc. service representative.

UPFIT

Upfit Structure

StruXure Outdoor warrants all Upfit support components (posts, gutters, louvers, and beams) to be free from defects in material and/or workmanship for a period of fifteen (15) years from the date of installation. This warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse.

Upfit Power

StruXure Outdoor warrants all Upfit power components (motor, power supply, receiver, and electronic controls) to be free from defects in material and/or workmanship for a period of five (5) years the date of installation. This excludes batteries. This warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse.

Note: All electric components are warranted subject to the wire connections being protected and to the electric controls being installed in a waterproof box, in accordance with the relevant codes, and protected from water and other weather conditions and subject to operating the motorized opening system to full opening and closing at least twice a month.

Note: Warranty for lighting fixtures will vary by product.

Upfit Panel and Accessories

Landscape Forms warrants all Upfit panels (glass, green, louvered, slatted) and accessories (bike rack, tables) to be free from defects in material and/or workmanship for a period of three (3) years from date of invoice. This warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse. Landscape Forms, Inc. will, at its option, repair, replace, or refund the purchase price of any items found defective upon inspection by an authorized Landscape Forms, Inc. service representative.

WARRANTY *Continued*

SANTA&COLE

Santa & Cole Neoseries, S.L., guarantees the composition and the performance features for a period of three (3) years of all component's material that shape the product. The guarantee covers defects due to product quality. The guarantee excludes defects caused by reasons beyond the normal exposure and usage of the product. Santa & Cole compels itself to modify and/or replace the material considered faulty following the present guarantee, without any cost to the property and in a maximum term of three (3) months up to the fault notification. In case of not accomplishing this term, we compel the payment of the modification and/or replacements made by third persons. This guarantee will enter into force up to the delivery date of the product. We issue the present guarantee at Santa & Cole Neoseries S.L. in Barcelona, 1 June, 2010.

ESCOFET

ESCOFET warrants the durability of its product for a period up to five (5) years for concrete products. For their accessories/ elements made of other materials (not concrete), the standard warranty is a period of two (2) years from the date of invoice. The warranty covers the repair or replacement of the product or components at no charge. Notwithstanding, this warranty does not cover damages to ESCOFET products resulting from unloading; handling; installation; abuse; exposure to paint, liquids or corrosives; or any other damage not attributable to ESCOFET. The warranty shall also be void if ESCOFET products are tampered with, handled, removed or modified by persons not authorized by ESCOFET; or if the product has not been properly maintained by the customer.

TUUCI (TWO DIFFERENT WARRANTIES)

Fifteen (15) Year Warranty: Includes center mast, cantilevered mast, top and bottom hubs and stainless steel hardware only. If warrantable damage occurs to the hubs, center pole or stainless steel hardware, TUUCI will replace or repair any item listed in this category at its discretion. Superficial damage occurring from contact with foreign objects including any type of scratches or abrasions caused from contact with the moving components of the frame itself or canopy during normal operation are not eligible for warranty coverage unless the damage somehow compromises the structural integrity of the frame.

Five (5) Year Warranty: Includes connecting brackets, optional hardware (pulleys, auto-loc arms, auto-loc lifts), aluminum canopy ribs and struts and SUNBRELLA® 9.25 oz. marine-grade fabric. If said SUNBRELLA® marine-grade fabric is rendered unserviceable by loss of color or strength caused by UV degradation, mildew, rot or atmospheric chemicals, or warrantable damage occurs to the connecting brackets, attached optional hardware or aluminum canopy ribs or struts, TUUCI will replace or repair said items in this category at its discretion. Labor charges will apply to the cutting and sewing of any SUNBRELLA® fabric replaced under warranty. LOUNGE and PAVILION structures, whether constructed of OCEAN MASTER™ materials, including the tubing, hub system, and fasteners. Fabric warranty separate. If warrantable damage occurs to the hubs, center pole, struts or stainless steel hardware, TUUCI will replace or repair any item listed in this category at its discretion. Please close or remove canopy tops to any TUUCI LOUNGE or PAVILION product for winds exceeding 25 MPH except where specifically engineered and warranted for specific wind loads according to TUUCI's engineering and usage guide for subject products.

LEGRAND

Legrand Wiremold warrants, to the original purchaser or owner only, that the Products are substantially free of defects in material and workmanship under normal use and service, for a period of one (1) year from the date of original installation or two years from the date of purchase, whichever is sooner. This limited warranty applies only to Products that have been installed properly in accordance with installation instructions supplied by Wiremold and any applicable codes and standards. This limited warranty is void and Wiremold shall not be liable for any damages or held responsible for the quality, performance or safety of Products that have been repaired, altered or tampered with outside of Wiremold facilities or that have been intermixed (used within a system) with products or materials not approved by Wiremold, or that have been subjected to accident, negligence, misuse or abuse.

Wiremold's sole obligation (and the sole and exclusive remedy of the purchaser or owner of the Product) with respect to any Products that are shown to be defective shall be the repair or replacement of the defective Products, at the sole option of Wiremold. Returned Products will not be accepted unless Wiremold is notified and authorizes the return prior to shipment.

THE WARRANTIES LISTED ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY WAIVED BY DISTRIBUTOR AND DISCLAIMED BY WIREMOLD.

Limited Lifetime Warranty

Stance Healthcare

Stance Healthcare Inc. is pleased to warrant products it manufactures against defects in materials and workmanship for the life of the product to the original purchaser beginning from the date of shipment of the product. This warranty shall not apply to any products that have been subjected to misuse, abuse, negligence, accidental damage, damage in transportation or improper maintenance. In addition, this warranty shall not apply to any product whose original construction has been altered by someone other than Stance Healthcare Inc.

Stance Healthcare Inc. hereby disclaims all implied warranties including the implied warranty of merchantability or fitness for any particular purpose. At its discretion, Stance Healthcare Inc. will repair or replace defective parts that meet the terms and conditions of this warranty at no charge to the original purchaser. Return freight charges incurred under warranty claims will be paid by Stance Healthcare Inc. provided that the customer received written authorization and shipping instructions from Stance Healthcare Inc. to proceed with the return.

Stance Healthcare Inc. bears no responsibility for defects of any kind in upholstery materials such as shrinkage, stretching, wrinkling, color fastness or any other defect occurring as a result of normal "wear and tear" of textiles. Upholstery materials applied to products manufactured by Stance Healthcare Inc. are subject to the specific warranties, if any, of their manufactures.

Components, including reclining mechanisms, casters, gas lifts, hardware will receive the express written warranty provided by the supplier of each item used in the Stance manufacturing process. The reclining mechanisms are warranted for five (5) years.



All seating foam is warranted for a period of five (5) years from date of purchase.

Stance Healthcare Inc. is not responsible for variations in wood finishes that are a result of natural wood color variation.

Product sold by Stance Healthcare Inc., but manufactured by another company is subject to the written warranty, if any, of that company. Stance Healthcare Inc. shall not be liable for consequential damages arising from any product defect.

don't worry... we've got you covered

You can feel good about your decision to buy Global furniture. We have you covered so you can enjoy your purchase without worrying about future quality issues.

What's covered under the Global Lifetime Warranty?

Global's Lifetime Warranty covers seating, desks, tables, panels, metal storage and filing...everything you would need in a contract work environment covered for the life of the product.

NO WORRIES on plastic components, casters, glides, pneumatic cylinders, arm structures, arm caps and bases.

NO WORRIES on drawer slides, trays, locks, keys, metal legs and grommets.

NO WORRIES on panel frames, edges and work surfaces.

What if I need more information?

Consult the current Global list price book or simply contact Global CustomerCare at 800.220.1900.



no
worries



globalfurnituregroup.com

LIFETIME
warranty



Updated 08.18

don't worry... we've got you covered

Global warrants that all commercial products are free from defects in material and workmanship, for the life of the product, to the original purchaser. Global will repair or replace, at Global's option, as the sole remedy for any defect covered by the warranty. The warranty applies to products manufactured after January 1, 2011.

General Commercial Seating

Global's warranty for general commercial seating covers all chair components including pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats, backs and other structural components.

Exceptions to the warranty for general commercial seating are as follows:

Foam, textiles (as sampled on Global branded and Alliance partner textile program cards), mesh material and electrical devices, are warranted for five (5) years.

Control mechanism are warranted for twelve (12) years.

The warranty applies to single shift, standard commercial usage, defined as standard eight (8) hour day, forty (40) hour week for users weighing up to 300 pounds.

Heavy Duty Seating

Global offers products designed for multiple shift applications (24 hours a day / 7 days a week) and larger individuals weighing up to 350 and/or 500 pounds (depending on series and/or model). Global warrants these products for twelve (12) years to the original purchaser. All components (including control mechanisms, pneumatic cylinders, bases, glides, frames, arms, plastic seats/backs, etc.) are covered for 24/7 applications to the warranty. The exceptions are foam textiles, mesh and electrical devices which are covered for five (5) years. Textiles on these products must exceed 100,000 double rubs for the textile portion of the warranty to apply. Heavy Duty product series that apply under this warranty currently include: Concorde Executive 24 Hour, Dexter/Dexter+, G1 Ergo Select TS, Granada TS, Granada Deluxe TS, Malaga TS, Obusforme Comfort TS, River HT, Robust, Saxon, Truform TS, Vion TS.

Textiles

Global warrants Global branded textiles and Alliance partner carded textile programs inclusive of fabrics, vinyls and leather products for five (5) years. Alliance partner carded textile programs are currently with ArcCom, Momentum, Maharam, Mayer, KnollTextiles, Designtex, Ultrafabrics, LDI, Stinson, Luum Textiles and GreenHides. Global does not warrant COM (Customer Own Materials) or GPM (Global Purchased Materials) that are customer specified materials, or graded-in and purchased by Global for a customer. For GPM/graded-in or COM products, please contact the textile supplier for performance information and warranty details.

Seating Warranty Summary

General Commercial Seating
 WarrantyLifetime
 Use Time8 hrs / 5 days wk
 Foam, Textiles, Mesh5 Years
 Electrical Devices5 Years
 Control Mechanisms12 Years

Heavy Duty Seating
 Warranty12 Years
 Use Time24 hrs / 7 days wk
 Foam, Textiles, Mesh5 Years
 Electrical Devices5 Years

LIFETIME
warranty



a lifetime of value...

Files, Desks, Modular Furniture, Tables, Panels + Accessories

Global warrants all components of metal storage and filing, laminate and wood veneer desks, laminate and wood veneer tables, metal leg components and panels for the lifetime of the product to the original purchaser.

Exceptions to the warranty for files, desks, tables and panels are as follows:

Electrical devices, panel and tackboard textiles, adjustable keyboard mechanisms/lecterns/coat trees and task lights are warranted for five (5) years.

Folding tables (laminate and Lite Lift II models) are warranted for one (1) year.

Files, Desks, Modular Furniture, Tables, Panels + Accessories Warranty Summary

Metal Storage and Filing
Warranty.....Lifetime

Laminate/Wood Veneer Desks
and Modular Furniture
Warranty.....Lifetime
Tackboard Textiles.....5 Years
Electrical Devices.....5 Years
Task Lights.....5 Years

Boardroom, Conference
and Training Tables
Warranty.....Lifetime
Electrical Devices.....5 Years

Panels
Warranty.....Lifetime
Panels Textiles.....5 Years
Electrical Devices.....5 Years
Task Lights.....5 Years

Coat Racks and Lecterns
Warranty.....5 Years

Folding Tables (Laminate and Molded)
Warranty.....1 Year

Global's Warranty **DOES NOT APPLY** (for any product category) to the following:

Failures due to wear and tear

Failures which result from negligence, abuse, accident of misuse

Failure to apply, install or maintain products according to Global's written instructions and warnings

Modifications, attachments or repair methods not approved by Global

Damage caused by a carrier in transit, or delivery/installation contractors

The matching of colors, grains or textures (wood, leather, etc.) of natural materials and color matching of textiles

Products exposed to extreme hot or cold temperatures or excessively dry or humid environments

Colorfastness or the matching of color of textiles

Damage by markings or staining; damage by sharp objects or imprinting from instruments

Damage to textiles or laminate and wood surfaces/edges from exposure to sunlight (including UV rays)

Products used for rental purposes

Global's warranty does not cover the cost of transportation or labor. Repair or replacement will be at Global's option.

Global makes no warranty that any of its products are suitable for any particular purpose and makes no other warranties, express or implied, other than those set out here. As codes and standards vary from one jurisdiction to another, reference to compliance are solely for convenience and without any representation as to accuracy or suitability. Users must verify the suitability of such information or product for their specific application. In no event shall Global be liable in either tort or contract for any loss or direct, incidental, consequential or exemplary damages.

Global's warranty applies to products sold within the United States of America, Mexico and the Commonwealth of Puerto Rico and Canada.

LIFETIME
warranty



Warranty

Subject to the provisions in Woodtech's Terms and Conditions, Woodtech warrants to Buyer that all products sold to Buyer will conform to all applicable written specifications of Woodtech, and shall be free from substantial defects in material or workmanship for a period of time not to exceed five (5) years for veneer products and three (3) years for solid wood products from transfer of title to Buyer. Woodtech shall not be responsible for natural defects in any products provided to Buyer. Normal wear and tear or damage from Buyer usage is not warranted. For example, finishes may naturally fade or deteriorate with extended use. Normal conditions are not defects and are not covered under this warranty. In the event Buyer discovers, within the applicable warranty period, the existence of any defect which is covered by the foregoing warranty, Buyer must provide written notice to Woodtech within ten (10) days after discovery, and Woodtech shall take steps to correct or otherwise cure such defect.

Woodtech warrants that all repair or replacement parts delivered and/or installed by Woodtech in connection with its warranty obligations will be free from any substantial defect in material or workmanship for a period of ninety (90) days following delivery, and such repairs or replacements shall not renew or extend the original warranty period. All parts returned or retrieved and replaced by Woodtech become the property of Woodtech.

Any damage on glass, natural or manmade stone are not cover by Wood Tech's Limited Warranty, once the product is accepted by client in perfect condition.

Buyer shall pay Woodtech's separate charges, in accordance with Woodtech's prices and terms then in effect, for all parts which (1) are required to be replaced or repaired as a result of normal or excessive wear and tear and maintenance of the product, (2) are necessary in order to make additions or modifications to the product as requested by Buyer, or (3) are necessary in order for Woodtech to make repairs or replacements not covered by warranty, including, without limitation, repairs to or replacements of product or parts damaged as a result of any accident, misuse, neglect, alteration, improper storage, installation, or maintenance, or unauthorized repair or defects caused directly or indirectly by Buyer, its agents, or contractors. Any misuse or alteration of the product shall void this Limited Warranty.

No waiver, alteration, addition or modification of the forgoing shall be valid unless made in writing and signed by an executive officer of Woodtech.

All product shall be stored, installed and maintained after installation at the temperature between 55- and 78-degree Fahrenheit, at 43% to 70% relative humidity, and shielded from direct sunlight. Failure to provide and maintain adequate temperature and humidity conditions and to protect from direct sunlight, will void any and all Woodtech Inc. warranties. If Equipment is installed in our product and generates and/ or build up heat inside our product over 78-degree Fahrenheit, this shall void this Limited Warranty.

Solid wood product indoor, reclaimed wood, salvaged wood, slabs, butcher block, rustic wood, etc. Slight cracks, warping, imperfections and color variations are inherent to each piece and are not considered defects. Wood adjusts different times of the year to the moisture content of the air. In a sense the wood breathes. Solid wood will also adjust to the moisture content of your space. A dry space may cause the wood to move or crack more than the space with proper humidity. Failure to provide and maintain adequate temperature and humidity conditions (temperature between 55- and 78-degree Fahrenheit, at 43% to 70% relative humidity) and to protect from direct sunlight shall void this Limited Warranty.

Solid wood products outdoor, slight cracks, warping, imperfections and color variations are inherent to each piece and are not considered defects. Wood adjusts at different times of the year due to the moisture and heat content in the air. Discoloration is expected due to direct sun light exposure and outdoor elements, we recommend oiling the product every 6 months on intense sun light exposure, we'll provide the oil spec based on your product's wood species.

WOODTECH RESERVES THE RIGHT TO DECIDE IF A REPAIR OR REPLACEMENT SHOULD TAKE PLACE



Hi5 Furniture, Inc.

Executive Hills Tech Center
8301 NW 101st Terrace, Suite/Dock 7
Kansas City, MO 64153

816-774-4050 P
816-817-4910 F

www.Hi5furniture.com

WARRANTY POLICY

LIMITED LIFETIME WARRANTY

The following Hi5 Furniture warranty applies to products manufactured after August 1, 2014.

This warranty is given to the end user and is valid for as long as the product is owned by that user. All warranties are considered registered. If the end user is not provided at the time of the order the warranty does not apply. The warranty, which runs from the date of shipment, covers defects in materials and craftsmanship found during normal usage of the product during the warranty period. If a product is defective, and if written notice of the defect is given to Hi5 Furniture within the Applicable Warranty Period, Hi5 Furniture at its option will either repair or replace the defective product with a comparable component or product. Defective product shall be returned at the discretion of Hi5 Furniture and all returns must be authorized in writing in advance including a Return Materials Authorization Number. Hi5 Furniture, Inc. assumes no responsibility for labor or delivery charges. Freight charges for defective products and parts will be covered by Hi5 Furniture within the 48 continental United States with the method of shipping at Hi5 Furniture's discretion.

The limitations of the Limited Lifetime Warranty include:

Electrical Products: Five (5) years

Wood veneer, wood edges, base glides, casters, adjustable height mechanisms, folding mechanisms, nesting or flipping mechanisms, any options including table ganger, wire management parts, modesty panels, hardware, CPU holders, divider panels, or any moving part have a (1) year

Non-standard products: One (1) year (1) year

Third party specified and supplied products: Suppliers Warranty

All items should be inspected at two month intervals for missing glides, loose screws, broken or cracked welds, lose or unseated columns, etc. All specifications are subject to change without notice.

This warranty does not apply to damage caused by a carrier, alterations to the product not expressly authorized by Hi5 Furniture. It also does not apply to "Customer's Own Material" (i.e. material supplied by the customer that is not a standard Hi5 Furniture product offering) used in the manufacture of Hi5 Furniture products. Hi5 Furniture does not warranty the matching of color, grain or texture except to within commercially acceptable standards. A Product will not be considered defective and Hi5 Furniture will not be obligated to replace it, if the product is not installed or used as recommended by Hi5 Furniture.

Hightower

Warranty

Hightower merchandise is produced in accordance with the highest standards of design and manufacturing, and is warranted to the original customer to be free from defects in materials and workmanship for a period of three (3) years. During this period, Hightower will repair or replace free of charge, such merchandise as shall prove to be defective. Labor is not included for warranty related work.

This warranty does not apply to damage resulting from shipment, accident, misuse, tampering negligence, abuse or normal wear and tear. COM fabrics are in no way warranted. This warranty does not extend to color, grain, or texture of natural materials, such as wood, marble or leather, because of the natural variations over which Hightower has no control. Hightower does not warrant matching of color grain or texture, except as specified on the order confirmation.

This warranty is limited to standard work environments with single shift (eight hour) operation. High use environments such as: shopping centers, airports and dormitories are not covered under this warranty.

The expressed warranty contained herein are in lieu of all other warranties, expressed or implied, including any warranties of merchantability and fitness for particular purpose and all other warranties arising from course of dealing or usage of trade.

The foregoing shall constitute Hightower's sole warranty and exclusive remedy of customer.



loLL designs warranty

Loll Designs strives to build long-term relationships based on confidence and trust with our customers. We sit beside, on top, and beneath the quality of our fine furniture and will make things right if you are not completely satisfied with your purchase. Loll Designs hereby guarantees that the piece will be of good quality and workmanship, free from faults and defects.

Loll warrants that all components will not fail, under normal use, for five years from the date of shipment on residential purchases. Loll will repair or, at its option, replace any defective component for a period of five years from the date of shipment. Such repair or replacement is the exclusive remedy available from Loll, and Loll is not responsible for damages of any kind in contract or in tort, including INCIDENTAL AND CONSEQUENTIAL DAMAGES resulting from any breach of warranty. EXCEPT FOR THE EXPRESS WARRANTIES DESCRIBED HEREIN, LOLL SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO ITS GOODS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. After five years from the date of shipment, Loll will replace any defective part, with the cost of the part, shipping and labor associated with any repair or replacement to be paid by the Original Purchaser. Proof of purchase by the Original Purchaser is necessary for all warranty claims.

Loll's warranties shall not be enlarged in scope or extended in duration and no obligation or liability shall arise by Loll's repair or replacement of any component or surface. Repair or replacement of any component or surface is not warranted beyond the original warranty period of the original defective component or surface.

Repairs or replacements to any component or the surface required by normal wear, neglect, abuse, accident, vandalism, use of products for other than the intended purpose of casual furniture, and acts of nature or God are not warranted. Components that have been exposed and altered do fire or objects with temperatures above 120 degrees are not warranted. Components that have been altered or disassembled are not warranted.

This warranty does not cover color change including fading due to weathering and sun exposure. Color matches on replacement parts are not guaranteed or warranted. Furniture that has been exposed to sun and weathering may have color and appearance changes.

Aluminum inserts and stainless steel hardware are warranted for the term of the Original Purchasers warranty, or five years for residential use. Hardware exposed to salt water conditions is not warranted.

Loll has the right to decline warranty coverage on furniture or other Loll products due to improper or unauthorized assembly.

This Warranty is void if repairs have been made or attempted by others not affiliated with or authorized by Loll. Loll has the right to decline reimbursement for labor, shipping, transportation, and assembly costs for warranty replacement or repairs.

Loll Outlet items are exempt from warranty coverage.

Abnormal use of Loll products voids the warranty.

To the extent permitted by Law, the parties hereby agree to waive any provision of Law that conflicts with any provision hereof or renders any provision hereof ineffective or unenforceable in any respect. If you have any other questions or needs pertaining to our warranty, please call us.

Iceberg Warranty



15 Year Limited Warranty

Iceberg Enterprises, LLC warrants to the original purchaser at retail that this product will be free from defects in materials and workmanship for a period of fifteen years from the date of original purchase when you used in accordance with manufacturer's instructions. Iceberg does not assume liability for damages, including but not limited to incidental or consequential damages, arising out of its products. This warranty does not apply to defects that result from intentional damage, negligence unreasonable use or exposure. Please contact Iceberg Enterprises customer service in the event of a claim. Any questions? Call (Toll Free) +1-800-580-1310 or email info@icebergenterprises.com

Southern Aluminum Warranty



Warranty

Southern Aluminum's expertise in design and manufacturing has always set the highest standards in our markets. We want you to be confident in our time-tested and functionally proven products. We guarantee our products to be free from manufacturing defects for as long as you own them. This includes the functional and mechanical performance of each product as used in the conventional purposes of application

WARRANTY



MITY, Inc.'s product collections are warranted to be free from defects in materials and workmanship under normal use, service, and handling for the following time frames from date of purchase:

Tables

Reveal Linen-less Tables – Fifteen (15) years. Surfaces not manufactured by MityLite (Wilsonart®, Formica®, & Other HPL products) are governed solely by the guarantees or warranties of the respective manufacturer(s).

MityLite ABS Tables – Fifteen (15) years

Al-13™ Aluminum Tables – Lifetime Limited – As long as the original purchaser owns the product

Madera™ Laminate Tables – Five (5) years. Surfaces not manufactured by MityLite (Wilsonart®, Formica®, & Other HPL products) are governed solely by the guarantees or warranties of the respective manufacturer(s).

Madera™ Plywood Tables – Three (3) years

Elevare™ Presentation Tables – Ten (10) years for frame. One (1) year for tabletop. Surfaces not manufactured by MityLite (Wilsonart®, OMNOVA Solutions®, & Other HPL products) are governed solely by the guarantees or warranties of the respective manufacturer(s).

Tavolo™ Mobile Presentation Tables – One (1) year. Surfaces not manufactured by MityLite (Wilsonart®, Omnova Solutions®, & Other HPL products) are governed solely by the guarantees or warranties of the respective manufacturer(s).

WARRANTY CONTINUED



Banquet Chairs – Upholstery (Fabric, foam, and seat/backrest inserts) warranty is for one (1) year. Frame warranties range by chair series:

Galleria Collection (Arris, Ashlar, Capital, Lunette); Estate, Royale, and Grand II Series – Twelve (12) years

Comfort Collection (Eon, Encore, Encore HD, Encore CX, Grand, Classic, Elite, Prestige, Regency, and Essential II Series) – Twelve (12) years

Ingress Collection (Access Series) – Ten (10) years

Holsag Collection – Ten (10) years

Bertolini Collection (Amera, Everflex, Conference, Titan, PosterureFlex) – Twelve (12) years

Sanctuary Chairs – Limited Lifetime Warranty consisting of: Upholstery (Fabric and seat/backrest inserts) warranty is for five (5) years. Frame and seat foam warranties range by chair series:

Impressions – Frame and foam twenty-five (25) years

Millennia – Frame and foam Twenty (20) years

Essentials – Frame twenty (20) years, foam ten (10) years

Worship Series – Frame ten (10) years, seat one (one) year

Hybrid Series – Frame twenty (20) years, foam ten (10) years

Folding & Stacking Chairs

Mesh•One™ Folding Chairs – Twelve (12) years. Mesh upholstery (Mesh fabric and nylon seat/backrest) warranty is for three (3) years

OneSeries™ PRO Folding Chairs – Twelve (12) years. Polypropylene seat/backrest warranty is for three (3) years

WARRANTY CONTINUED



OneSeries™ LITE Folding Chairs – Ten (10) years. Polypropylene seat/backrest warranty is for three (3) years

Flex•One™ Folding Chairs – Ten (10) years. Polypropylene seat/backrest warranty is for three (3) years

Flex-Lite™ Folding Chairs – Ten (10) years. Polypropylene seat/backrest warranty is for three (3) years

Meta Stacking Chairs – Five (5) years. Polypropylene seat/backrest warranty is for three (3) years. Upholstery warranty is for one (1) year.

SwiftSet® Folding and Stacking Chairs – Twelve (12) years frame. Seat/backrest warranty is for one (1) year (Fabric, foam, and seat/backrest inserts)

Mesh•One™ Stacking Chairs – Ten (10) years. Mesh upholstery (Mesh fabric and nylon seat/backrest) warranty is for three (3) years

ADAPT Stacking Chairs – Twelve (12) years. Polypropylene seat/backrest warranty is for three (3) years

SwiftSet® HD™ High Density Stacking Chairs – Twelve (12) years

Aluminum Chiavari & Napoleon Stacking Chairs – Five (5) years. Upholstery (Fabric, foam, and seat insert) warranty is for one (1) year. Failure to remove cushions before stacking frames voids the one (1) year upholstery, frame and paint finish warranty.

DuraMax™ Pro – Resin Folding Chairs – Three (3) years. Upholstery (Fabric, foam, and seat insert) warranty is for one (1) year.

Bertolini High Density Stackers – One (1) year

Restaurant & Dining Chairs

Metal Frame Chairs – Five (5) years

Wood Frame – Three (3) years

WARRANTY CONTINUED



Contoured Wood Chairs – Three (3) years (Seat/backrest One (1) year)

Upholstered Barstools – (5) years – Bergen, Carlisle, Cincinnati, Edison, St. Louis, Memphis (Upholstery warranty is for one (1) year.)

Lounge Seating – Upholstery (Fabric, foam, and seat / backrest) warranty is for one (1) year). Frame warranties are as follows:

Bergen – Three (3) years

Bergen XL – Three (3) years

Cincinnati – Three (3) years

Task Seating

Forum & Domain – Three (3) years. Pneumatic feature is for one (1) year.

Restaurant & Dining Tabletops

Solid Wood and Laminate Tables – Three (3) years

Restaurant & Dining Table Bases – Three (3) years

Other

Magnattach® .79" Portable Dance Floors – Five (5) years for frame and sub-assemblies, dance floor surface, floor substrate, magnets and aluminum edges and corners. In the case of customers determined to be rental companies, the customer's warranty will exist for one (1) year

Magnattach® 1" Portable Dance Floor – One (1) year for frame and sub-assemblies, dance floor surface, floor substrate, magnets and aluminum edges and corners. 1" Product purchased after 4/20/2017 does not carry any warranty.

Mobile Staging – Three (3) years

WARRANTY CONTINUED



VersiFlex™, VersiFold® , VersiWall and VersiVide Portable Partitions – Three (3) years

Carts – ADAPT, PS, RS, MRCART & Partitions (Versipanel / Versiflex) – Fabricated steel components – Five (5) years. Felt, carpet, neoprene, foam, and plastic protective pieces, as well as cart casters are warranted for a period of One (1) year

All Other Carts (Table, Chair, Dance Floor & XpressPort) – Fabricated steel components – Twelve (12) years. Felt, carpet, neoprene, foam, and plastic protective pieces, as well as cart casters are warranted for a period of One (1) year.

The fabric warranty does not apply toward fabric used in the case of "Customers Own Material" (i.e., material specified by the customer that is not a standard MITY offering) used in the manufacture of MITY products.

Painted finishes warranty (table frame, table leg, chair frame, cart, etc.) – One (1) year from the date of purchase.

Al-13 Aluminum Tables, Aluminum Chiavari & Napoleon Stacking Chairs, and DuramaxPro Resin Folding Chairs are intended to be Indoor / Limited Outdoor products. Limited Outdoor defined as not to be stored outdoors or used for continuous days exposed to the elements. NO other MITY products are warranted for Limited Outdoor use.

MITY, Inc. designs specialized carts to improve operational efficiency and protect its customers' investment. When transporting and storing MITY tables, chairs, staging, dance floors, and so forth, product warranties are contingent upon using only MITY-designed carts. All warranties are voided if it is determined that damages to product were caused by carts not supplied by MITY.

These warranties do not cover normal wear & tear to product surfaces or damages as a result of abuse, misuse, vandalism, unauthorized repairs or modifications, defacement, inadequate inspection or maintenance, neglect, accident, improper application, prolonged exposure to extreme temperature or improper use. MITY, at its sole discretion and subject to a pro-ration of use as determined by MITY, will repair or replace the product, or provide the customer a credit for the value of the product subject to the warranty within a reasonable time following the receipt by MITY of such notice of defect.

WARRANTY CONTINUED



This warranty is given to the initial purchaser and is valid for as long as the product is owned by the original customer. There are no warranties which extend beyond the description above, and MITY makes no other warranties, expressed or implied, regarding its products, their fitness for any particular purpose, their merchantability, or otherwise. MITY, Inc. does not make and hereby expressly disclaims any other representation, affirmation, promise, description, sample or warranty of any kind with respect to the product.

The sole remedy against MITY, Inc. and MITY's sole liability under this warranty shall be limited to the repair or replacement of the product, in MITY's sole discretion. In no event shall MITY be liable for the cost of procurement of substitute goods by the consumer, or any special, consequential or incidental damages for the breach of warranty even if MITY has been appraised as to the likelihood of such damages occurring. In no such event shall MITY's liability (whether based on an action or claim in contract, tort, or otherwise) to the customer or any part arising out of or relating to its products or the order or delivery of its products, exceed the product purchase price charged by MITY.

Products replaced through the warranty program may be subject to freight fees and/or handling fees.

Product Guarantee



MAR-LINE®

HABA®

THE CHILDREN'S FURNITURE CO.®

Unless the product page on this website states otherwise, warranties are as follows:

- **HABA wood products carry a 10-year manufacturer's defect warranty.**
- **HABA soft seating items, such as bean bags, and other foam filled items carry a 5-year manufacturer's defect warranty.**
- **Gressco & other products carry a 5-year manufacturer's defect warranty.**

Our warranty is a promise to our original purchaser (customer) for periods as outlined, that our products will be free from manufacturing defects in materials, workmanship and construction for the duration of the product warranty. This warranty is applicable only when products are purchased for intended original commercial use. Upon inspection, Gressco reserves the right to repair or replace items and parts at our discretion.

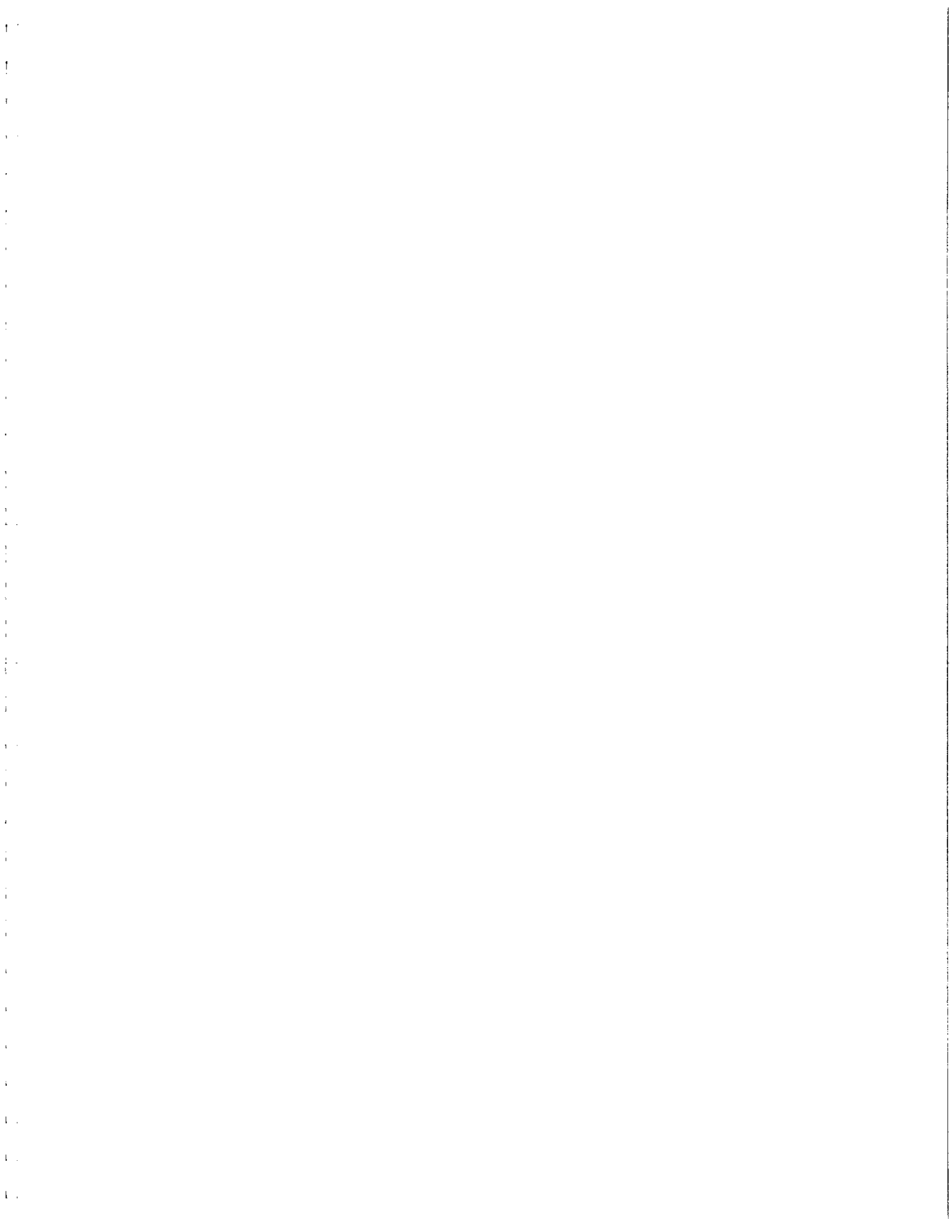
This warranty does not cover normal product usage, wear, scratches, stains, tears, and scuffs, issues caused by improper installation, product alterations, or fabric or product abuse. This warranty excludes consequential or incidental damages including any loss, expense or damage that may result from a product defect.

All warranty claims are subject to approval and discretion by the manufacturer. Please contact customer service at 1-800-345-3480 for all warranty claims and questions. Please provide us with proof of product purchase



Product Warranty

All products manufactured by SquareOneStudio are guaranteed to be free of defect due to workmanship for a period of 24 months from the date of manufacturing. SQ1 will repair or replace the product at our discretion if it is determined that the defect is due to product defect or workmanship. This warranty does not apply to product that has been mishandled in delivery, installation, or has been abused. For purposes of this warranty, normal wear to product finish shall not be considered a defect. There are no other warranties expressed or implied.



SCOTT RICE

◦OFFICE WORKS◦

WORK/LIFE CENTER

14720 W. 105th Street
Lenexa, Kansas 66215

SR COLLECTIVE

2100 Central Street
Kansas City, Missouri 64108



SPRINGFIELD LOCATION


2137 W. Kingsley St, Suite C
Springfield, Missouri 65807

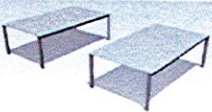

MANHATTAN LOCATION


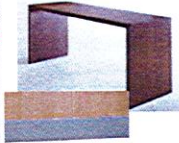
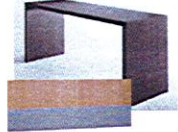

1880 Kimball Ave., Suite 280
Manhattan, Kansas 66502

SCOTTRICE.COM | SR-COLLECTIVE.COM





Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
CITY OF MERRIAM, KANSAS COMMUNITY CENTER - FURNISHINGS (SCOTT RICE)											
1	LOWER LEVEL LOBBY	DAVIS	Q5-1000	Q5 BENCH DIMENSIONS: 66 5/8"L X 33 5/8"W X 16 3/4"H COM UPHOLSTERY - GRADE G UPHOLSTERY CARNEGIE - HUE #6424 UPHOLSTERY TYPE: POLYURETHANE UPHOLSTERY COLORWAY: #14	3	B1	\$3,795.00	\$1,962.00	\$11,385.00	\$5,886.00	
		UPDATED			6						
14	LIFEGUARD ROOM	WATSON	SPECIAL-MCCREC_3684-36	MIRO CONFERENCE - RECTANGLE 36"D X 84"W X 36"H* CENTER POWER: NONE LAMINATE GROUP 1 SURFACE FINISH: FROSTY WHITE EDGE TYPE: MIRO EDGE FINISH: CLEAR SATIN POWDER FINISH: SILVER METALLIC	1	T1	\$3,476.00	\$1,623.41	\$3,476.00	\$1,623.41	
14	LIFEGUARD ROOM	HIGHTOWER	FC23800 FC23600	FOURCAST COLOR STOOL DIMENSIONS: 20.25"W X 20"D X 38.5"H POLYAMIDE SHELL: OLIVE LEG FINISH: MATCH PLOYAMIDE COLOR GLIDE: TEFLON - 4 LEG	3	C2.1	\$635.00	\$352.00	\$1,905.00	\$1,056.00	

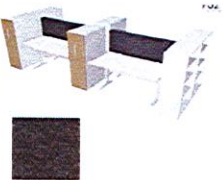
Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)	
15	LIFEGUARD OFFICE	WATSON UPDATED	SNREC2971-7Z	SEVEN DESK, RECTANGLE, 29"D X 71"W GROMMET: NO GROMMET REVERSIBLE: NON-REVERSIBLE SURFACE FINISH 1: ALABASTER (D431-38) POWER: POWER MODULE UNDER SURFACE EDGE TYPE: 90 EDGE EDGE STAIN: CLEAR STAIN EMBEDDED SWITCH BASE TYPE: SEVEN STANDARD ELECTRIC (27"-46.5") POWDER FINISH: ALABASTER COLUMN FINISH: ALABASTER	2	D1	\$8,020.00	\$3,745.60	\$16,040.00	\$7,491.20	*BUNDLED PRICE	
15	LIFEGUARD OFFICE	WATSON UPDATED	ZSSKC301664LO	ZO STORAGE SIDEKICK, COMBO, 30"D X 15"W X 54"H, LEFT HAND, OPEN PANEL CASE FINISH: ALABASTER FACE FINISH: BLOND ECHO FACTORY INSTALLED LOCKSET ALTO PULL - SILVER	1							
15	LIFEGUARD OFFICE	WATSON UPDATED	ZSSKC301664RO	ZO STORAGE SIDEKICK, COMBO, 30"D X 15"W X 54"H, RIGHTHAND, OPEN PANEL CASE FINISH: ALABASTER FACE FINISH: BLOND ECHO FACTORY INSTALLED LOCKSET ALTO PULL - SILVER	1							
15	LIFEGUARD OFFICE	WATSON UPDATED	WAKEY- CHG WAKEY - STD	CHANGE TOOL, STANDARD LOCK (078500) MASTER KEY, STANDARD LOCK (082000)	1 1		\$40.00 \$30.00	\$18.68 \$14.01	\$40.00 \$30.00	\$18.68 \$14.01		

Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
018, 020	PARTY ROOMS	WATSON UPDATED	MCCREC-4884-29	MIRO CONFERENCE RECTANGLE 48"D X 84"W X 29 1/2"H CENTER POWER: NONE LAMINATE GROUP 1: FROSTY WHITE EDGE TYPE: MIRO EDGE EDGE FINISH: CLEAR SATIN POWDER FINISH: SLATE	4	T1.1	\$3,340.00	\$1,559.89	\$13,360.00	\$6,239.56	
018, 020	PARTY ROOMS	HIGHTOWER UPDATED	FC22500	FOURCAST COLOR CHAIR DIMENSIONS: 20.25"W X 20"D X 33.5"H POLYPROPYLENE SHELL: (11) OLIVE (11) JUNGLE GREEN LEG FINISH: MATCH POLYAMIDE COLOR GLIDE: TEFLON - 4 LEG NOTE: DRILL HOLE IN SEAT PER DESIGNERS DIRECTION	11 11	C2 C2	\$390.00 \$390.00	\$216.67 \$216.67	\$4,290.00 \$4,290.00	\$2,383.37 \$2,383.37	


Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
102	LOBBY - CHECK IN DESK	STANCE HEALTHCARE	SA580	ACCENT STOOL - ARMLESS 23.5"W X 21"D X 43.5"H 28" SH (STANDARD SEAT DEPTH AND WIDTH) FRAME FINISH: GUNMETAL SEAT AND BACK UPHOLSTERY: GRADE 2 UPHOLSTERY STYLE: CANTER COLORWAY: IRON	1	C13	\$565.00	\$272.29	\$565.00	\$272.29	
		UPDATED									
102	LOBBY	DAVIS	PR-3009	PRAT TABLE DIMENSIONS: 72"L X 36"W X 30"H FINISH: PLASTIC LAMINATE WILSONART 7939K-18 BLOND ECHO - LINEARITY FINISH POWER: #PR-90PU 2 POWER/2 USB POWER MODULE LOCATION: CENTERED INFEED #SPI15-4 END POWER CORD WITH PLUG (15A) KICKPLATE: #PR-7002 FINISH: MATTE SILVER	1	T2	\$8,902.00	\$4,604.48	\$8,902.00	\$4,604.48	
		UPDATED									
102	LOBBY	DAVIS	PR-3009	PRAT CREDENZA DIMENSIONS: 72"L X 24"W X 36"H FINISH: PLASTIC LAMINATE FORMICA 949C-58 WHITE - MATTE FINISH KICKPLATE: #PR-7002 FINISH: MATTE SILVER	1	T2	\$5,425.00	\$2,806.03	\$5,425.00	\$2,806.03	
		UPDATED									
102	LOBBY	HIGHTOWER	FC22520L	FOUR CHAIR DIMENSIONS: 20.25"W X 20"D X 33.5"H COM UPHOLSTERY TYPE: PALLAS - HOLY COW UPHOLSTERY COLORWAY: #27.144.314 SKINNY DIP BACK: CLEAR LACQUERED OAK	2	C3	\$695.00	\$411.11	\$1,390.00	\$822.22	
		UPDATED									


Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
102	LOBBY	DAVIS UPDATED	Q5-1000	Q5 BENCH DIMENSIONS: 66 5/8"L X 33 5/8"W X 16 3/4"H GRADE F UPHOLSTERY UPHOLSTERY TYPE: CARNEGIE TEXTILES - MOTO #6084 UPHOLSTERY COLORWAY: 4	2	B1	\$3,795.00	\$1,962.93	\$7,590.00	\$3,925.86	
102	LOBBY	KEILHAUER UPDATED	9011	CAHOOTS LOUNGE - WORK CHAIR DIMENSIONS: 26.75"W X 25.5"D X 29.5"H - 17.25" SH - 28.5" AH COM UPHOLSTERY TYPE: DESIGNTEX - STARBURST #3748 UPHOLSTERY COLORWAY: #402 DARK BLUE	5	C5	\$2,350.00	\$1,449.46	\$11,750.00	\$7,247.30	
102	LOBBY	KEILHAUER UPDATED	9002	CAHOOTS LOUNGE - MEET CHAIR - SWIVEL DIMENSIONS: 41.25"W X 32.5"D X 27.75"H - 17.25" SH - 27.75" AH COM UPHOLSTERY TYPE: DESIGNTEX - WOODCUT #3448 UPHOLSTERY COLORWAY: #201 AZO	2	C6	\$2,830.00	\$1,579.35	\$5,660.00	\$3,158.70	
102	LOBBY	KEILHAUER UPDATED	9082	CAHOOTS - COFFEE TABLE DIMENSIONS: 37" DIA. X 13.25"H TOP: ANODIZED ALUMINUM TYPE: COLORWAY:	2	T3	\$1,630.00	\$797.28	\$3,260.00	\$1,594.56	
102	LOBBY	DAVIS UPDATED	KT-3100-L	KONTOUR LOUNGE SOFA DIMENSIONS: 89 1/2"W X 30 3/8"D X 29 3/8"H - 16 3/4" SH COM UPHOLSTERY TYPE: PALLAS - HOLY COW #27.144.278 UPHOLSTERY COLORWAY: CHILI COOK OFF METAL LEG: MATTE SILVER	1	C7	\$4,455.00	\$2,793.39	\$4,455.00	\$2,793.39	
102	LOBBY	KEILHAUER UPDATED	3242Q	CANAL - SIDE TABLE DIMENSIONS: 23.5"W X 23.5"D X 14"H TOP: 4004 RAW CONCRETE BASE: POLISHED STAINLESS STEEL	1	T4	\$2,710.00	\$1,325.54	\$2,710.00	\$1,325.54	
102	LOBBY	DAVIS UPDATED	KT-5500-MM	KONTOUR COFFEE TABLE DIMENSIONS: 46 1/2"W X 32 1/4"D X 16 3/4"H TOP: SPECIAL - CAESARSTONE #4004 RAW CONCRETE QUARTZ COM UPHOLSTERY TYPE: PALLAS - HOLY COW #27.144.278 UPHOLSTERY COLORWAY: CHILI COOK-OFF	1	T8	\$6,769.00	\$3,604.08	\$6,769.00	\$3,604.08	
102	LOBBY	STEELCASE UPDATED	TS4TWP	TURNSTONE PERSONAL TABLE DIMENSIONS: 19.5" D X 14"W X 26"H FINISH: PLASTIC LAMINATE TYPE: WILSONART COLORWAY: BLOND ECHO #7939K-18 NEW AGE OAK - APPROVED	1	T12	\$572.00	\$245.96	\$572.00	\$245.96	

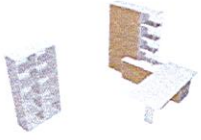
Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
105	CONFERENCE ROOM	WOODTECH UPDATED	CUSTOM	RECTANGULAR TABLE (PER QUOTE #052119M3) DIMENSIONS: 120"W X 66"D X 29"H TWO PIECE TOP ELECTRICAL: (1) DEKKO ECA - BLACK FINISH - 3 POWER-4 USB - SPINE WIRE MANAGER TABLE EDGE: 1.25" x 3" REVERSE BEVEL WITH SOFT EDGE WOOD SPECIES: ASH TOP: MATCH DAVIS - GREY OAK #OA303 LEGS: MATCH DAVIS - GREY OAK #OA303 METAL: BRUSHED STAINLESS STEEL	1	T5		\$7,881.18		\$7,881.18	 
105	CONFERENCE ROOM	KEILHAUER UPDATED	11235	AESYNC CHAIR DIMENSIONS: 26.25"W X 26.5"D X 37.5-40.5"H - 16-18.75"SH - 24.75-27.5"AH MESH BACK WITH ARMS, ARM CAPS, ALUMINUM BASE SEAT UPHOLSTERY: GRADE F SEAT UPHOLSTERY: VICOLO #V1510 COLORWAY: STORM CASTERS: YES - CARPET FRAME: POLISHED ALUMINUM ALUMINUM BASE: POLISHED BACK MESH: A-MESH #AM147 PLATINUM ARM CAPS: BLACK	12	C8	\$1,375.00	\$672.55	\$16,500.00	\$8,070.60	
105	CONFERENCE ROOM	DAVIS UPDATED	PR-3600	PRAT CONSOLE DIMENSIONS: 59"W X 24"D X 36" (CONSOLE TABLE) TOP: FORMICA #949C-58 WHITE - MATTE FINISH BASE POWDERCOAT: WHITE (TBD)	1	T2.1	\$5,229.00	\$2,704.66	\$5,229.00	\$2,704.66	


Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)	
114	OPEN WORKSTATIONS	WATSON		BAHN WORKSTATIONS								
		UPDATED	BDR2653	BAHN RECTANGLE DESK, ELECTRIC BASE (27" - 46.5"), 26"D X 36"W GROMMET: NO GROMMET EMBEDDED SWITCH LAMINATE SURFACE FINISH 1: ALABASTER (D431-38) EDGE TYPE: 90 EDGE EDGE FINISH: CLEAR STAIN POWDER FINISH: ALABASTER COLUMN FINISH: FROSTY WHITE	1	F02A	\$24,050.00	\$11,232.14	\$24,050.00	\$11,232.14		
						4						
		WATSON		BAHN WORKSTATIONS								
		UPDATED	BDSF2353	BAHN DESK SCREEN, FABRIC, 23"H X 53" W FABRIC PATTERN: DRIFT 2539 FABRIC COLORWAY: STORM #041 POWDER FINISH: ALABASTER	4	F02A	\$0.00	\$0.00	\$0.00	\$0.00		
		WATSON		BAHN WORKSTATIONS								
		UPDATED	BN2AS72	BAHN RAIL, DOUBLE-SIDED ADDER, TWO DUPLEXES/USER, 72" W, INCLUDES 61" JUMPER POWDER FINISH: ALABASTER FOUR CIRCUIT, 2-2 POWER	1	F02A	\$0.00	\$0.00	\$0.00	\$0.00		
		WATSON		BAHN WORKSTATIONS								
		UPDATED	BN2EL2315	BAHN RAIL END-SUPPORT LEG, DUAL-SIDED, 23"H X 15"W RAIL END 2 MODESTY PANEL END CAP POWDER FINISH: ALABASTER	1	F02A	\$0.00	\$0.00	\$0.00	\$0.00		
		WATSON		BAHN WORKSTATIONS								
		UPDATED	BN2LM1572	BAHN RAIL MODESTY, DUAL-SIDED, LAMINATE, 15" H X 72"W CASE FINISH: ALABASTER	2	F02A	\$0.00	\$0.00	\$0.00	\$0.00		

Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
		WATSON UPDATED	BN2SS72	BAHN RAIL, DOUBLE-SIDED STARTER, TWO DUPLEXES/USER, 72"W RAIL END 1 MODESTY END CAP POWDER FINISH: ALABASTER FOUR CIRCUIT, 2+2 POWER HARDWIRE 72"	1	F02A	\$0.00	\$0.00	\$0.00	\$0.00	
		WATSON UPDATED	BST271552-L	SIDE TOWER STORAGE, 27"D X 15" W X 52"H, LEFT HAND POWER: NO POWER CASE FINISH: ALABASTER FACE FINISH: BLOND ECHO FACTORY INSTALLED LOCKCORE TOWER PULL: SILVER	2	F02A	\$0.00	\$0.00	\$0.00	\$0.00	cont
		WATSON UPDATED	BST271552-R	SIDE TOWER STORAGE, 27"D X 15" W X 52"H, RIGHT HAND POWER: NO POWER CASE FINISH: ALABASTER FACE FINISH: BLOND ECHO FACTORY INSTALLED LOCKCORE TOWER PULL: SILVER	2	F02A	\$0.00	\$0.00	\$0.00	\$0.00	
		WATSON UPDATED	S19-2432-153052	MODIFIED ZSBKOA - ZO STORAGE BOOKCASE, ADJUSTABLE SHELF, OPEN DIMENSION: 15"D X 30"W X 52"H (SPECIAL HEIGHT) CASE FINISH: ALABASTER	2	F02A	\$0.00	\$0.00	\$0.00	\$0.00	
		HUMANSCALE UPDATED		MONITOR ARM MODEL: M10CMSBTB-W FINISH: POLISHED ALUMINUM WITH WHITE TRIM MONITORS: 2 VESA MOUNT: BLACK	4		\$659.00	\$237.24	\$2,636.00	\$948.96	

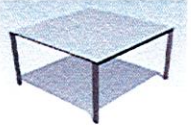



Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
115	OFFICE (DAVE)	WATSON UPDATED	APDC723072L-TZ	TIA WORKSTATIONS TIA RUN-OFF DESK 72" W. COMBO CREDENZA 24"H, 30"D X 72"W WORKSRUFACE, LEFT HAND, TIA ELECTRIC (28-47.5') NO DESK POWER GROMMET EMBEDDED SWITCH LAMINATE GROUP 1 FORBO SURFACE SURFACE FINISH: FORBO LINOLEUM MUSHROOM (4176) EDGE TYPE: COMFORT EDGE EDGE FINSH: CLEAR SATIN POWDER FINISH POWDER FINISH: ALABASTER LOCK FIELD INSTALLED LOCK CORE PULL COVE PULL/TOUHLATCH CASE FINISH CASE FINISH: ALABASTER FACE FINISH: BLONDE ECHO	1	D3 F01	\$13,095.00	\$6,115.79	\$13,095.00	\$6,115.79 *BUNDLED PRICE	
		WATSON UPDATED	APMP0872L	TIA DESK MODESTY 8"H, FOR 72" WORKSURFACE, LEFT HAND POWDER FINISH: ALABASTER	1	F01	\$310.00	\$0.00	\$310.00	\$0.00	
		WATSON UPDATED	APSWC145472L	TIA SECONDARY STORAGE, 15" OPEN, 15" DOOR, 24" WARDROBE DOOR, 14"D X 54"W X 72" SYSTEM, LEFT HAND FIELD INSTALLED LOCKCORE (1) COVE PULL/TOUHLATCH CASE FINISH: ALABASTER FACE FINISH: BLOND ECHO POWDER FINISH: ALABASTER	1	F01	\$2,530.00	\$0.00	\$2,530.00	\$0.00	
		WATSON UPDATED	ZSBKOA15366	ZO STORAGE BOOKCASE, ADJUSTABLE SHELF, OPEN, 15"D X 36"W X 66"H CASE FINISH: ALABASTER	1	F01	\$1,180.00	\$0.00	\$1,180.00	\$0.00	


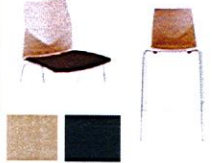

Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
115	OFFICE	DAVIS UPDATED	SK-10	SKETCH CHAIR LEG: FOUR LEG ALUMINUM BASE DIMENSIONS: 25" W X 22 3/4"D X 32 5/8" H, 25 7/8" AH, 19" SH METAL FINISH: SILVER UPHOLSTERY: LUUM #4074-05 TILT SHIFT - CAUSTIC 05 GRADE H	1	C14	\$2,014.00	\$1,041.72	\$2,014.00	\$1,041.72	
115	OFFICE	DAVIS UPDATED	SK-10	SKETCH CHAIR LEG: FOUR LEG ALUMINUM BASE DIMENSIONS: 25" W X 22 3/4"D X 32 5/8" H, 25 7/8" AH, 19" SH METAL FINISH: SILVER UPHOLSTERY: LUUM #4026-06 FLEXAGON - BLUEPRINT GRADE I	1		\$2,080.00	\$1,075.86	\$2,080.00	\$1,075.86	








Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)	
117	OFFICE	WATSON		TIA WORKSTATIONS		D3						
	ANNA	UPDATED	APDC723072L-TZ	TIA RUN-OFF DESK 72" W. COMBO CREDENZA 24"H, 30"D X 72"W WORKSRUFACE, LEFT HAND, TIA ELECTRIC (28-47.5")	1	F01A	\$13,095.00	\$6,115.79	\$13,095.00	\$6,115.79		
				NO DESK POWER GROMMET								*BUNDLED PRICE
				EMBEDDED SWITCH								
				LAMINATE GROUP 1								
				FORBO SURFACE	1	F01A	\$200.00					
				SURFACE FINISH: FORBO LINOLEUM MUSHROOM (4176)								
				EDGE TYPE: COMFORT EDGE	N/A	F01A	\$700.00					
				EDGE FINISH: CLEAR SATIN								
				POWDER FINISH								
				POWDER FINISH: ALABASTER								
				LOCK								
				FIELD INSTALLED LOCK CORE								
				PULL								
				COVE PULL/TOUHLATCH								
				CASE FINISH								
				CASE FINISH: ALABASTER								
				FACE FINISH: BLONDE ECHO								
		WATSON	APMP0872L	TIA DESK MODESTY 8"H, FOR 72" WORKSURFACE, LEFT HAND	1	F01A	\$310.00					
		UPDATED		POWDER FINISH: ALABASTER								
		WATSON	APSWC145472L	TIA SECONDARY STORAGE, 15" OPEN, 15" DOOR, 24" WARDROBE DOOR, 14"D X 54"W X 72" SYSTEM, LEFT HAND	1	F01A	\$2,530.00					
		UPDATED		FIELD INSTALLED LOCKCORE (1)								
				COVE PULL/ TOUCHLATCH								
				CASE FINISH: ALABASTER								
				FACE FINISH: BLOND ECHO								
				POWDER FINISH: ALABASTER								
		WATSON	ZSBKOA15366	ZO STORAGE BOOKCASE, ADJUSTABLE SHELF, OPEN, 15"D X 36"W X 66"H	1	F01A	\$1,180.00					
		UPDATED		CASE FINISH: ALABASTER								









Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
117	OFFICE	DAVIS UPDATED	SK-10	SKETCH CHAIR LEG: FOUR LEG ALUMINUM BASE DIMENSIONS: 25" W X 22 3/4"D X 32 5/8" H, 25 7/8" AH, 19" SH METAL FINISH: SILVER UPHOLSTERY: CARNEGIE #6088-83 MERGE GRADE F	1	C14	\$1,882.00	\$973.45	\$1,882.00	\$973.45	
117	OFFICE	DAVIS UPDATED	SK-10	SKETCH CHAIR LEG: FOUR LEG ALUMINUM BASE DIMENSIONS: 25" W X 22 3/4"D X 32 5/8" H, 25 7/8" AH, 19" SH METAL FINISH: SILVER UPHOLSTERY: LUUM #4026-06 FLEXAGON - BLUEPRINT GRADE I	1		\$2,080.00	\$1,075.86	\$2,080.00	\$1,075.86	





Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)	
119	OFFICE	WATSON		TIA WORKSTATIONS								
		RENEE	UPDATED	APDC723072R-TZ	TIA RUN-OFF DESK 72" W. COMBO CREDENZA 24"H, 30"D X 72"W WORKSURFACE, RIGHT HAND, TIA ELECTRIC (28-47.5") NO DESK POWER GROMMET EMBEDDED SWITCH LAMINATE GROUP 1 FORBO SURFACE	1	D3	\$13,095.00	\$6,115.79	\$13,095.00		\$6,115.79
					SURFACE FINISH: FORBO LINOLEUM MUSHROOM (4176) EDGE TYPE: COMFORT EDGE EDGE FINISH: CLEAR SATIN POWDER FINISH	1		\$200.00				
					POWDER FINISH: ALABASTER LOCK FIELD INSTALLED LOCK CORE PULL COVE PULL/TOUHLATCH CASE FINISH CASE FINISH: ALABASTER FACE FINISH: BLONDE ECHO							
		WATSON	UPDATED	APMP0872R	TIA DESK MODESTY 8"H, FOR 72" WORKSURFACE, RIGHT HAND	1		\$310.00				
		WATSON	UPDATED	APSWC145472R	TIA SECONDARY STORAGE, 15' OPEN, 15" DOOR, 24" WARDROBE DOOR, 14"D X 54"W X 72" SYSTEM, RIGHT HAND FIELD INSTALLED LOCKCORE (1) COVE PULL/ TOUCHLATCH CASE FINISH: ALABASTER FACE FINISH: BLOND ECHO POWDER FINISH: ALABASTER	1		\$2,530.00				
		WATSON	UPDATED	ZSBKOA15366	ZO STORAGE BOOKCASE, ADJUSTABLE SHELF, OPEN, 15"D X 36"W X 66"H CASE FINISH: ALABASTER	1		\$1,180.00				
119	OFFICE	DAVIS	UPDATED	SK-10	SKETCH CHAIR LEG: FOUR LEG ALUMINUM BASE DIMENSIONS: 25" W X 22 3/4"D X 32 5/8" H, 25 7/8" AH, 19" SH METAL FINISH: SILVER UPHOLSTERY: CARNEGIE #6088-83 MERGE	1	C14	\$1,882.00	\$973.45	\$1,882.00	\$973.45	
					GRADE F							
119	OFFICE	DAVIS	UPDATED	SK-10	SKETCH CHAIR LEG: FOUR LEG ALUMINUM BASE DIMENSIONS: 25" W X 22 3/4"D X 32 5/8" H, 25 7/8" AH, 19" SH METAL FINISH: SILVER UPHOLSTERY: LUUM #4074 TILT SHIFT - 05 CAUSTIC	1		\$2,014.00	\$1,041.72	\$2,014.00	\$1,041.72	
					GRADE H							




Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
116A	WORK/COPY AREA	WATSON UPDATED	SPECIAL-MCCREC_6060-36	MIRO WORK TABLE DIMENSION: 60" X 60" X 36"H LAMINATE: FROSTY WHITE EDGE: MICRO EDGE EDGE FINISH: CLEAR POWDER COAT: CHARCOAL	1	T1.2	\$3,004.00	\$1,402.97	\$3,004.00	\$1,402.97	
116A	WORK/COPY AREA	HIGHTOWER UPDATED	FC23804L	FOUR CAST FOUR HIGH COUNTER STOOL DIMENSIONS: 21.65"W X 19.7"D X 38.4"H - 24.6" SH COM UPHOLSTERY TYPE: PALLAS - HOLY COW #27.144-314 UPHOLSTERY COLORWAY: SKINNY DIP BENTWOOD BACK: CLEAR LACQUERED OAK GLIDE: #55200305 TEFLON	4	C3.1	\$895.00	\$522.22	\$3,580.00	\$2,088.88	
116A	WORK/COPY AREA	BUDDY PRODUCTS UPDATED	0863-4	LITERATURE ORGANIZER/MAIL SORTER STEEL - 23 COMPARTMENT DIMENSION: 9 3/4"W X 4"D X 66 3/8"H FINISH: BLACK (NOTE: SHALL BE INSTALLED IN WORK ROOM AREA WALL END NICHE)	1	S1		\$130.74		\$130.74	
116A	WORK/COPY AREA	STEELCASE UPDATED	RLF18422 -	METAL LATERAL FILE CABINET DIMENSION: 42"W X 18"D X 28"H FINISH: MILK PULL: TBD	3	S2	\$1,283.00	\$513.20	\$3,849.00	\$1,539.60	



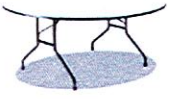
Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
118	BREAK	KEILHAUER UPDATED	47244	JUXTA TABLE DIMENSIONS: 36" D X 36"H COUNTER HEIGHT TOP FINISH: LBA.S LAMINATE LAMINATE: WILSONART #1573 FROSTY WHITE BASE COLUMN AND LEG: PA00 POLISHED ALUMINUM	2	T6	\$1,586.00	\$775.76	\$3,172.00	\$1,551.52	
118	BREAK	HIGHTOWER UPDATED	FC23804	FOUR CAST FOUR HIGH COUNTER STOOL DIMENSIONS: 21.65"W X 19.7"D X 38.4"H - 24.6" SH COM UPHOLSTERY TYPE: PALLAS - HOLY COW #27.144-314 UPHOLSTERY COLORWAY: SKINNY DIP BENTWOOD BACK: CLEAR LACQUERED OAK GLIDE: #55200305 TEFLON	4	C3.1	\$895.00	\$522.22	\$3,580.00	\$2,088.88	
120A	DROP-OFF	COALESSE UPDATED	490-B96HRZK	RIPPLE BENCH - UPHOLSTERED FLAT SEAT DIMENSIONS: 97"W X 19 1/4"D X 19 1/4"H - 19" SH GRADE 12 UPHOLSTERY UPHOLSTERY: DESIGNTEX STYLE: #3495 BEGUILLED BY THE WILD COLORWAY: #501 TREE FROG *UPHOLSTERY COORDINATION NEEDED DUE TO PATTERN	1	B2	\$3,511.00	\$1,720.39	\$3,511.00	\$1,720.39	





Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
120B	CHILD WATCH	GRESSCO SEND TO GRESSCO	4640601	CORNER PUZZLE SEATING SET DIMENSIONS: (5 ELEMENT SET) XXX XXX XXX XXX XXX NOTE: REMOVABLE SYNTHETIC LEATHER COVERS WITH ANTI-SLIP TEXTILE	1	K1	\$0.00	\$1,624.34	\$0.00	\$1,624.34	
120B	CHILD WATCH	GRESSCO SEND TO GRESSCO	507402-HO59	HABA MODERN LEARNING FREE FORM TABLE DIMENSIONS: 59 1/4"L X 43 1/2"D X 23 1/4"H TABLE LEGS: RAL #9006 ALUMINUM TABLE 1 TOP DUROPAL COLOR: TABLE 2 TOP DUROPAL COLOR: TABLE 3 TOP DUROPAL COLOR: TABLE EDGE: 1/4" ABS EDGING	6	T7	\$0.00	\$687.51	\$0.00	\$4,125.06	
120B	CHILD WATCH	GRESSCO SEND TO GRESSCO	178105	HABA - solid:st FOUR LEG WOOD CHAIR DIMENSIONS: (VERIFY SEAT HEIGHT REQUIREMENT) 178105 – Seat Height 17", Seat Width 17", Chair Width 22 1/2" COLOR: LIGHT GREEN #HEGR GLIDES: PLASTIC #GLKU	18	C9	\$0.00	\$302.02	\$0.00	\$5,436.36	
120B	CHILD WATCH	GRESSCO SEND TO GRESSCO	846458	HABA - BOOKCASE STEPS 15 E/4"H X 31 1/2"W X 26 1/4"D STEP CARPET: #T516 BLUE	1	K2	\$0.00	\$712.77	\$0.00	\$712.77	
120B	CHILD WATCH	GRESSCO SEND TO GRESSCO	508410	HABA FORMINANT CABINET WITH ACRYLIC DRAWERS ON LEFT FOR MEDIA HARDWARE (VIDEO GAMING) 39 1/2"W X 15 3/4"D X 33"H HANDLE: YELLOW HANDLE: SILVER CASTERS: NONE NATURAL	1	K3	\$0.00	\$1,248.73	\$0.00	\$1,248.73	
120B	CHILD WATCH	GRESSCO SEND TO GRESSCO	91082	HABA - COLORS RUG 78 3/4" DIAMETER TEN YEAR WARRANTY PILE HEIGHT = 1/2" EDGE = SURGED	2	K4	\$0.00	\$421.73	\$0.00	\$843.46	
120B	CHILD WATCH	GRESSCO SEND TO GRESSCO	MW150	MEROWINGS TREE STUMP 23 1/2" DIAMETER X 13 3/4" H WEIGHT: 5 LBS STYLE: MW150FOR	3	K5	\$0.00	\$246.01	\$0.00	\$738.03	




Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
120B	CHILD WATCH	GRESSCO SEND TO GRESSCO	MW300	MEROWINGS POD 41 1/2" DIAMETER X 19 3/4" H WEIGHT: 5 LBS STYLE: MW300FOR	3	K6	\$0.00	\$478.84	\$0.00	\$1,436.52	
											GRESSCO DOES NOT PROVIDE LIST PRICE
120B	CHILD WATCH	GRESSCO SEND TO GRESSCO	870153	TODDLER PARTITION WALLS 31 3/4" X 27 1/4" H WEIGHT: 5 LBS STYLE: MOTOR SKILLS A	1	K9	\$0.00	\$530.46	\$0.00	\$530.46	
											GRESSCO DOES NOT PROVIDE LIST PRICE
120B	CHILD WATCH	GRESSCO SEND TO GRESSCO	870155	TODDLER PARTITION WALLS 31 3/4" X 27 1/4" H WEIGHT: 5 LBS STYLE: MOTOR SKILLS 3	1	K9	\$0.00	\$530.46	\$0.00	\$530.46	
											GRESSCO DOES NOT PROVIDE LIST PRICE
120B	CHILD WATCH	GRESSCO SEND TO GRESSCO	870160	TODDLER PARTITION WALLS 31 3/4" X 27 1/4" H WEIGHT: 5 LBS STYLE: SENSORY BOARDS	2	K9	\$0.00	\$689.71	\$0.00	\$1,379.42	
											GRESSCO DOES NOT PROVIDE LIST PRICE
120B	CHILD WATCH	GRESSCO SEND TO GRESSCO	870242	TODDLER PARTITION WALLS 31 3/4" X 27 1/4" H WEIGHT: 5 LBS STYLE: CURVED QUADRANT UNIT-PERFORATED PARTITION - YELLOW	2	K9	\$0.00	\$896.18	\$0.00	\$1,792.36	
											GRESSCO DOES NOT PROVIDE LIST PRICE
120B	CHILD WATCH	GRESSCO SEND TO GRESSCO	870056	TODDLER PARTITION WALLS 31 3/4" X 27 1/4" H WEIGHT: 5 LBS STYLE: PORTHOLE	1	K9	\$0.00	\$524.97	\$0.00	\$524.97	
											GRESSCO DOES NOT PROVIDE LIST PRICE
120B	CHILD WATCH	GRESSCO SEND TO GRESSCO	870905	SAFETY DOOR 31 3/4" X 27 1/4" H WEIGHT: 5 LBS	1	K9	\$0.00	\$727.05	\$0.00	\$727.05	
											GRESSCO DOES NOT PROVIDE LIST PRICE
											CONCEPT -
											





Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
121	MOTHERS ROOM	AMERICAN LEATHER	NICO	RECLINING CHAIR DIMENSIONS: 30"W X 34"D X 38"H - 64" W RECLINING SLED LEGS: POLISHED NICKEL UPHOLSTERY: COM MNF.: ULTRAFABRICS STYLE: BRISA #533 (6YDS) COLORWAY: #3022 SHIITAKE	1	C10		2,458.80		\$2,458.80	
		UPDATED			1			\$441.50		\$441.50	
							6 YDS - COM				
121	MOTHERS ROOM	KEILHAUER	9081	CAHOOTS - SIDE TABLE DIMENSIONS: 17.25" DIA. X 17.25"H TOP: CHAMPAGNE BASE: NICKEL PC00	1	T3.1	\$730.00	\$357.07	\$730.00	\$357.07	
		UPDATED									
121	MOTHERS ROOM	GRESSCO	20-TBD-000	CHILDRENS FURNITURE COMPANY TOY BOX - DOUBLE SEATING 17"H X 31 1/2"W X 15"H GALVANIZED SHEET METAL - CLEAR COATED FINISH: AS SHOWN	1	K7	\$0.00	\$231.73	\$0.00	\$231.73	
		UPDATED									
							GRESSCO DOES NOT PROVIDE LIST PRICE				
121	MOTHERS ROOM	GRESSCO	MW170	MEROWINGS MINI TREE TRUNK STOOL 15 3/4" DIAMETER X 11 3/4" H WEIGHT: 2 LBS STYLE: MW170ASH	1	K8	\$0.00	\$216.36	\$0.00	\$216.36	
		UPDATED									
							GRESSCO DOES NOT PROVIDE LIST PRICE				





Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
124	GALLERY	COALESSE UPDATED	446	SIDEWALK HIGH BACK LOUNGE CHAIR - WITH TABLE DIMENSIONS: 30.5"W X 27"D X 32"H - 17.5" SH - 23" AH GRADE 11 UPHOLSTERY UPHOLSTERY TYPE: ULTRAFABRICS - BRISA #533 UPHOLSTERY COLORWAY: #3591 CARMEL	6	C15	\$3,085.00	\$1,511.65	\$18,510.00	\$9,069.90	
124	GALLERY	STEELCASE UPDATED	TS4TWP	TURNSTONE PERSONAL TABLE DIMENSIONS: 19.5" D X 14"W X 26"H FINISH: PLASTIC LAMINATE MANUFACTURER: WILSONART COLORWAY: #7938-38 NEW AGE OAK	3	T12	\$572.00	\$245.96	\$1,716.00	\$737.88	
124	GALLERY	HIGHTOWER UPDATED	HT1255OU	AYRE BENCH WITH UPHOLSTERED SEAT DIMENSIONS: 60"L X 18"D X 18"H COM UPHOLSTERY: DESIGNTEX STARBURST #3748-801 DARK CHARCOAL POWDERCOAT: ECO CHROME	3	B3	\$2,450.00	\$1,591.11	\$7,350.00	\$4,773.33	




Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
125A	COMMUNITY ROOM	MITYLITE UPDATED	ARSQ0	ARRIS SERIES - OPEN DIMENSIONS: 18.5"W X 24"D X 37"H X - 19" SH UPHOLSTERY: ULTRAFABRICS - BRISA #533-3022 SHIITAKE POWDERCOAT: TUNGSTEN SAND	80	C11		\$215.90		\$17,272.00	
125A	COMMUNITY ROOM	MITYLITE UPDATED	CRT5WCHHTBLK2 RYCART	COMFORT SEATING 5 WHEEL CART HOLDS 6 CHAIRS ROYALE SERIES CHAIR CART required by manufacturer for Arris Chair POWDERCOAT: BLACK	1	CC		\$318.54		\$318.54	
125A	COMMUNITY ROOM	ICEBURG	ICE55267	ROUND FOLDING LEG TABLE 60"D X 29"H LAMINATE TOP: GRAY POWDERCOAT: BLACK	10	T10		\$546.00		\$5,460.00	



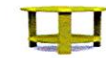


Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
125A	COMMUNITY ROOM	SOUTHERN ALUMINUM UPDATED	A1860P	RECTANGULAR FOLDING LEG TABLE 18"W X 60"L X 29.75"H LAMINATE TOP: GRAY POWDERCOAT: BLACK LEG STYLE: ROMAN II	10	T11		\$384.00		\$3,840.00	
125A	COMMUNITY ROOM	SOUTHERN ALUMINUM UPDATED	A1860P	RECTANGULAR FOLDING LEG TABLE 18"W X 60"L X 29.75"H <i>(EXISTING TABLES)</i>	24						
126A	COMMUNITY ROOM	MITYLITE UPDATED	XXX	ARRIS SERIES - OPEN DIMENSIONS: 18.5"W X 24"D X 37"H X - 19" SH UPHOLSTERY: ULTRAFABRICS - BRISA #533-3022 SHIITAKE POWDERCOAT: TUNGSTEN SAND	88	C11		\$215.90		\$18,999.20	
126A	COMMUNITY ROOM	ICEBURG UPDATED	ICE55267	ROUND FOLDING LEG TABLE 60"D X 29"H LAMINATE TOP: GRAY POWDERCOAT: BLACK	11	T10		\$546.00		\$6,006.00	
126A	COMMUNITY ROOM	MITYLITE UPDATED	CRT5WCHHTBLK2 RYCART	COMFORT SEATING 5 WHEEL CART HOLDS 6 CHAIRS ROYALE SERIES CHAIR CART required by manufacturer for Arris Chair POWDERCOAT: BLACK	1	CC		\$318.54		\$318.54	


Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
127A	COMMUNITY ROOM	MITYLITE UPDATED	XXX	ARRIS SERIES - OPEN DIMENSIONS: 18.5"W X 24"D X 37"H X - 19" SH UPHOLSTERY: ULTRAFABRICS - BRISA #533-3022 SHIITAKE POWDERCOAT: TUNGSTEN SAND	56	C11		\$215.90		\$12,090.40	
127A	COMMUNITY ROOM	ICEBURG UPDATED	ICE55267	ROUND FOLDING LEG TABLE 60"D X 29"H LAMINATE TOP: GRAY POWDERCOAT: BLACK	7	T10		\$546.00		\$3,822.00	
127A	COMMUNITY ROOM	MITYLITE UPDATED	CRT5WCHHTBLK2 RYCART	COMFORT SEATING 5 WHEEL CART HOLDS 6 CHAIRS ROYALE SERIES CHAIR CART required by manufacturer for Arris Chair POWDERCOAT: BLACK	1	CC		\$318.54		\$318.54	


Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
128	GALLERY	DAVIS UPDATED	KT-4300-L	KONTOUR LOUNGE SOFA - THREE SEATER 2/3 OUTSIDE CURVE DIMENSIONS: 99 1/4"-73"W X 30 3/8"D X 29 3/8"H - 16 3/4" SH GRADE H UPHOLSTERY UPHOLSTERY TYPE: DESIGNTEX - PLEAT #3629 UPHOLSTERY COLORWAY: #804 COAL METAL LEG: MATTE SILVER	1	C7.1	\$6,984.00	\$3,612.41	\$6,984.00	\$3,612.41	
128	GALLERY	DAVIS UPDATED	KT-4300-R	KONTOUR LOUNGE SOFA - THREE SEATER 2/3 OUTSIDE CURVE DIMENSIONS: 99 1/4"-73"W X 30 3/8"D X 29 3/8"H - 16 3/4" SH GRADE H UPHOLSTERY UPHOLSTERY TYPE: DESIGNTEX - PLEAT #3629 UPHOLSTERY COLORWAY: #804 COAL METAL LEG: MATTE SILVER	1	C7.2	\$6,984.00	\$3,612.41	\$6,984.00	\$3,612.41	
132A	YOGA	SQUARE ONE STUDIO UPDATED		CUSTOM PLYWOOD BENCH DIMENSIONS: 48"L X 20"D X 18"H FINISH MATERIAL: WALNUT FACE BALTIC BIRCH PLYWOOD FINISH TYPE: SATIN CLEAR CATALYZED POLYURETHANE SEAT PAD: *YOGA MAT* SEAT PAD COLOR: DESIGNTEX - DELAINE #3249 UPHOLSTERY COLORWAY: #503 MOSS	2	B4		\$2,011.56		\$4,023.12	
133A	GROUP EX	SQUARE ONE STUDIO UPDATED		CUSTOM PLYWOOD BENCH DIMENSIONS: 48"L X 20"D X 18"H FINISH MATERIAL: WALNUT FACE BALTIC BIRCH PLYWOOD FINISH TYPE: SATIN CLEAR CATALYZED POLYURETHANE SEAT PAD: *YOGA MAT*	3	B4		\$1,549.13		\$4,647.39	

Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
135	FITNESS	HIGHTOWER UPDATED	FE27800	FOURSURE 90 WOOD COUNTER STOOL DIMENSIONS: 19.7"W X 20.7 D X 38.65 H X 24.4 SH SEAT COLOR: WHITE POLYAMIDE LEG COLOR: CLEAR LACQUERED OAK GLIDES: WHITE POLYPROPELENE	6	C4	\$895.00	\$497.22	\$5,370.00	\$2,983.32	
135	FITNESS	KEILHAUER UPDATED	47244	JUXTA TABLE DIMENSIONS: 36" D X 36"H COUNTER HEIGHT TOP FINISH: LB/L S LAMINATE LAMINATE: WILSONART #1573-60 FROSTY WHITE BASE COLUMN AND LEG: PA00 POLISHED ALUMINUM	3	T6	\$1,586.00	\$775.76	\$4,758.00	\$2,327.28	
135	FITNESS	DAVIS UPDATED	Q5-1000	Q5 BENCH DIMENSIONS: 66 5/8"L X 33 5/8"W X 16 3/4"H GRADE F UPHOLSTERY UPHOLSTERY TYPE: CARNEGIE - HUE #6014 UPHOLSTERY COLORWAY: #6 (YELLOW)	2	B1	\$3,795.00	\$1,962.93	\$7,590.00	\$3,925.86	
XXX	TBD	STEELCASE UPDATED		VICTOR2 RECYCLING/WASTE UNIT DIMENSION: 25"D x 60"W x 36" H MODEL NUMBER: #AWRF254836 (5 SLOT UNIT) INSERTS: 1. PLASTIC 2.WASTE 3.PAPER 4. ALUMINUM 5. GLASS BASE METAL: PLATINUM WOOD FRONT ONLY: CLEAR MAPLE #3522	3		\$7,627.00	\$3,584.69	\$22,881.00	\$10,754.07	

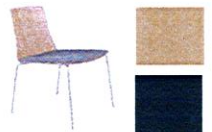
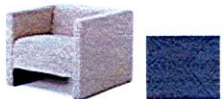



Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
COURTYARD											
CTYD		LANDSCAPE FORMS		BANCAL SERIES - BACKED BENCH - WITH ARMS DIMENSION: 88" X 23.5" X 31"H (96"L OA) WOOD: THERMALLY MODIFIED ASH METAL: DUSK	5	CT1		\$2,844.44		\$14,222.20	
CTYD		LANDSCAPE FORMS		BANCAL SERIES - BACKLESS BENCH DIMENSION: 88" X 20" X 18"H (88"L OA) WOOD: THERMALLY MODIFIED ASH METAL: DUSK	4	CT1.1		\$1,877.78		\$7,511.12	
CTYD		LANDSCAPE FORMS		TABLE DIMENSION: 36" DIAMETER X 30" H TOP: DUSK METAL: DUSK	3	CT2		\$1,344.44		\$4,033.32	
CTYD		LANDSCAPE FORMS		SOLSTICE SUN SHADE - CYGNUS DIMENSION: 91" DIA X 91" H METAL: DUSK	3	CT3		\$3,677.78		\$11,033.34	
CTYD		STEELCASE/COALESSE		HEAVEN ARM CHAIR CO2486 DIMENSION: 23 1/4" D X 24 1/2" W X 31" H METAL: EMU PAINT ALUMINUM #4256 ***PACKAGE QTY 2 ***	5	CT4	\$1,250.00	\$612.50	\$6,250.00	\$3,062.50	





Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
CTYD		LOLL	AD-3SFT	3 SLAT TALL ADIRONDAK FLAT 29" W X 37" D X 36.25"H COLORWAY: SKY	10	CT5	\$725.00	\$551.63	\$7,250.00	\$5,516.30	
CTYD		LOLL	AD-3SFR	3 SLAT TALL ADIRONDAK FLAT - ROCKER 28" W X 32.25" D X 36.25"H COLORWAY: LEAF	5	CT6	\$695.00	\$528.80	\$3,475.00	\$2,644.00	
CTYD		LOLL	LG-LAGO	LAGO CHAIR 30" W X 25.75" D X 28"H COLORWAY: SKY	6	CT7	\$695.00	\$528.80	\$4,170.00	\$3,172.80	
CTYD		LOLL	SA-CRD	SATELLITE COCKTAIL TABLE ROUND 36" W X 13"H COLORWAY: CHARCOAL	3	CT8	\$845.00	\$642.93	\$2,535.00	\$1,928.79	
CTYD		LOLL	XXXXXX	RAPSON COCKTAIL TABLE ROUND - 36" W X 13"H COLORWAY: CHARCOAL	2	CT9	\$795.00	\$604.89	\$1,590.00	\$1,209.78	
CTYD		LOLL	KD-AD	KIDS ADIRONDACK 20" W X 25.25" D X 22.75"H COLORWAY: LEAF	3	CT10	\$325.00	\$247.28	\$975.00	\$741.84	
									SPEC SUB-TOTAL*:	\$324,729.59	
										SCOTT RICE RECEIVING, DELIVERY, + INSTALLATION	
										BUDDY PRODUCTS - FREIGHT/HANDLING	\$13,124.00
										HIGHTOWER - FREIGHT/HANDLING	\$18.73
										DESIGNWITHINREACH - LOLL - FREIGHT/HANDLING	\$2,051.00
										STANCEHEALTH - FREIGHT/HANDLING	\$1,576.65
										LANDSCAPEFORMS - FREIGHT/HANDLING	\$90.00
										GRESSCO - FREIGHT/HANDLING	\$3,320.00
										DAVIS - FREIGHT/HANDLING	\$2,034.94
										ICEBURG - FREIGHT/HANDLING	\$3,232.55
										AMERICAN LEATHER - FREIGHT/HANDLING	\$0.00
										WATSON - FREIGHT/HANDLING	\$0.00
										MITYLITE - FREIGHT/HANDLING	\$2,593.15
										SOUTHERN ALUMINUM - FREIGHT/HANDLING	\$0.00
										WOODTECH - FREIGHT/HANDLING	\$335.00
										STEELCASE/TURNSTONE/COALESSE - FREIGHT/HANDLING	\$0.00
										FREIGHT EST.	\$15,252.02
										TOTAL*:	\$353,105.61
										TOTAL*:	\$353,105.61


Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
CITY OF MERRIAM, KANSAS COMMUNITY CENTER - FURNISHINGS (ALTERNATES)											
14	LIFEGUARD ROOM	HI5 FURNITURE	CYP2368436RES.L3	COBY SQUARE POST COLLECTION 36"D X 84"W X 36"H*	1	T1	\$3,010.00	\$1,416.47	\$3,010.00	\$1,416.47	
		ALTERNATE TO WATSON SPECIAL-MCCREC_3684-36		CENTER POWER: NONE							
				LAMINATE GROUP 1							
				SURFACE FINISH: FROSTY WHITE							
				EDGE TYPE: 3MM EDGE							
				EDGE FINISH: FROSTY WHITE							
				POWDER FINISH: SILVER							
				*NO FREIGHT CHARGES							
	LIFEGUARD ROOM	COALESSE	COEL500	ENEA LOTUS STOOL	3		\$561.00	\$274.89	\$1,683.00	\$824.67	
		ALTERNATE TO HIGHTOWER FC22500		COUNTER HEIGHT							
				NO ARMS							
				METAL FRAME: 4068 OLIVE TEXTURED							
				POLYPROPYLENE 0425 OLIVE							
				FELT GLIDES							
				*NO FREIGHT CHARGES							










Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
	PARTY ROOMS	HIS FURNITURE	CYP2488249RES.L3	COBY SQUARE POST COLLECTION TABLE	4	T1.1	\$3,140.00	\$1,477.65	\$12,560.00	\$5,910.60	
		ALTERNATE TO WATSON MCCREC-4884-29		6 SQUARE POST BASES ON LEVELERS							
				DIMENSIONS: 48D X 84L X 29H							
				RECTANGLE ONE PIECE TOP							
				STATIONARY							
				HPL 1.25" THICK TOP WITH HIGH IMPACT 3MM PVC EDGE							
				HPL TOP: WILSONART FROSTY WHITE 1573-60							
				EDGE COLOR: MATCHING FROSTY WHITE							
				BASE FINISH: GRAPHITE METALLIC GTM							
				*NO FREIGHT CHARGES							
	PARTY ROOMS	COALESSE	COEL100	ENEALOTUS CHAIR	22	C2	\$384.00	\$188.16	\$8,448.00	\$4,139.52	
		ALTERNATE TO HIGHTOWER FC22500		SIDE CHAIR							
				NO ARMS							
				METAL FRAME: 4068 OLIVE TEXTURED							
				POLYPROPYLENE 0425 OLIVE							
				FELT GLIDES							
				*NO FREIGHT CHARGES							

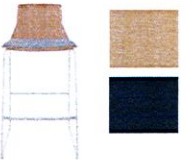


Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
	LOBBY	H15 FURNITURE	UN2L367229RES.L8	UNION 2.0 TABLE	1	T2	\$7,765.00	\$3,654.12	\$7,765.00	\$3,654.12	
		ALTERNATE TO DAVIS PR-3009		HPL 2" THICK SOLID "PANEL STYLE" BASES ON LEVELERS WITH CONCEALED VERTICAL WIRE MANAGEMENT OUTED INSIDE BASES							
				DIMENSIONS: 36"L X 72"W X 29"H							
				RECTANGLE ONE PIECE TOP, STATIONARY							
				HPL 2" THICK TOP WITH HPL SELF-EDGE AND IMBEDDED STEEL							
				ANTI-SAG BARS							
				HPL TOP: WILSONART BLOND ECHO #7939K-18							
				PANEL BASE FINISH: SILVER SL							
				1 X PCV2USB S: COVE NONLINKING POWER UNIT							
				INCLUDES 2 POWER, 2 USB, AND 108" LONG SOFT WIRED AMP CORDED PLUG							
				TABLE TOPS INCLUDE CUT-OUTS AND ARE PRE-DRILLED							
				1 X WH HORIZONTAL FOUR-TRACK WIRE MGMT. 3"W X .75"H X 36"L TRACK IS FIELD INSTALLED							
				*NO FREIGHT CHARGES							
	LOBBY	H15 FURNITURE	UN2L247236RES.L8	UNION 2.0 TABLE	1	T2	\$7,925.00	\$3,729.41	\$7,925.00	\$3,729.41	
		ALTERNATE TO DAVIS PR-3009		HPL 2" THICK SOLID "PANEL STYLE" BASES ON LEVELERS WITH CONCEALED VERTICAL WIRE MANAGEMENT OUTED INSIDE BASES							
				DIMENSIONS: 24"L X 72"W X 36"H							
				RECTANGLE ONE PIECE TOP, STATIONARY							
				HPL 2" THICK TOP WITH HPL SELF-EDGE AND IMBEDDED STEEL							
				ANTI-SAG BARS							
				HPL TOP: FORMICA WHITE COLOR CORE #949C-58							
				PANEL BASE FINISH: SILVER SL							
				*NO FREIGHT CHARGES							
	LOBBY	H15 FURNITURE	UN2L246036RES.L8	UNION 2.0 TABLE	1	T2	\$7,400.00	\$3,482.35	\$7,400.00	\$3,482.35	
		ALTERNATE TO DAVIS PR-3009		HPL 2" THICK SOLID "PANEL STYLE" BASES ON LEVELERS WITH CONCEALED VERTICAL WIRE MANAGEMENT OUTED INSIDE BASES							
				DIMENSIONS: 24"L X 60"W X 36"H							
				RECTANGLE ONE PIECE TOP, STATIONARY							
				HPL 2" THICK TOP WITH HPL SELF-EDGE AND IMBEDDED STEEL							
				ANTI-SAG BARS							
				HPL TOP: FORMICA WHITE COLOR CORE #949C-58							
				PANEL BASE FINISH: SILVER SL							
				*NO FREIGHT CHARGES							
102	LOBBY	H15 FURNITURE	UN2L247236RES.L8	UNION 2.0 TABLE	1	T2	\$7,925.00	\$3,729.41	\$7,925.00	\$3,729.41	
		ALTERNATE TO DAVIS PR-3009		HPL 2" THICK SOLID "PANEL STYLE" BASES ON LEVELERS WITH CONCEALED VERTICAL WIRE MANAGEMENT OUTED INSIDE BASES							
				DIMENSIONS: 72"L X 24"W X 36"H							
				RECTANGLE ONE PIECE TOP, STATIONARY							
				HPL 2" THICK TOP WITH HPL SELF-EDGE AND IMBEDDED STEEL							
				ANTI-SAG BARS							
				HPL TOP: FORMICA WHITE COLOR CORE #949C-58							
				PANEL BASE FINISH: SILVER SL							
				*NO FREIGHT CHARGES							



Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
102	LOBBY	COALESSE		MONTARA 650							
		ALTERNATE TO HIGHTOWER FC22520L	COSFZCH	DIMENSIONS: 20.5"W X 20.5"D X 31"H COM UPHOLSTERY TYPE: PALLAS - HOLY COW UPHOLSTERY COLORWAY: #27.144.314 SKINNY DIP BACK: CLEAR LACQUERED OAK	2	C3	\$775.00	\$405.50	\$1,550.00	\$811.00	
				*NO FREIGHT CHARGES							
		COALESSE	CODAV	COALESSE DAVOS LOUNGE CHAIR 30D X 30W X 25 1/2H UPHOLSTERY: GRADE 14	5	C5	\$3,471.00	\$1,700.79	\$17,355.00	\$8,503.95	
		ALTERNATE TO KEILHAUER 9011		UPHOLSTERY TYPE: DESIGNTEX - STARBURST #3748 UPHOLSTERY COLORWAY: #402 DARK BLUE DIRECTION: VERTICAL OPTIONAL ACRYLIC LATEX BACKING FABRIC BACKER NOT REQUIRED							
102				*NO FREIGHT CHARGES							
	LOBBY	COALESSE	COTO96WB8	COALESSE TOGETHER BENCH 96" W STRAIGHT BACK, 8 OFFSET COM	1	C7	\$4,977.00	\$2,759.36	\$4,977.00	\$2,759.36	
		ALTERNATE TO DAVIS KT-3100-L		UPHOLSTERY TYPE: PALLAS - HOLY COW #27.144.278 UPHOLSTERY COLORWAY: CHILI COOK OFF DIRECTION: HORIZONTAL OPTIONAL ACRYLIC LATEX BACKING FABRIC BACKER NOT REQUIRED							
				*NO FREIGHT CHARGES							
	LOBBY	COALESSE	COTO69WB8	COALESSE TOGETHER BENCH 69"W STRAIGHT BACK, 8 OFFSET COM	1	C7	\$4,350.00	\$2,375.17	\$4,350.00	\$2,375.17	
		ALTERNATE TO DAVIS KT-3100-L		UPHOLSTERY TYPE: PALLAS - HOLY COW #27.144.278 UPHOLSTERY COLORWAY: CHILI COOK OFF DIRECTION: HORIZONTAL OPTIONAL ACRYLIC LATEX BACKING FABRIC BACKER NOT REQUIRED							
				*NO FREIGHT CHARGES							
	LOBBY	STEELCASE	TSBLNTRS	STEELCASE BASLINE TABLE - SQUARE/RECTANGLE MODULAR OPTION 28 3/4W X 28 3/4D TOP FINISH: GRADE C CORIAN - CONCRETE BASE FINISH: SMOOTH METALLIC 4799 PLATINUM METALLIC ROUNDED CORNER	1	T4	\$2,456.00	\$1,056.08	\$2,456.00	\$1,056.08	
		ALTERNATE TO KEILHAUER 3242Q		*NO FREIGHT CHARGES							





Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
105	CONFERENCE ROOM	STEELCASE		QIVI							
		ALTERNATE TO KEILHAUER 11235	11235	DIMENSIONS: 20"W X 18.5"D X 17.5-22"SH MESH BACK WITH ARMS, ARM CAPS, ALUMINUM BASE SEAT UPHOLSTERY: GRADE 3 CASTERS: YES - CARPET FRAME: POLISHED ALUMINUM ALUMINUM BASE: POLISHED FRAME: POLISHED ALUMINUM BACK MESH: QIVI MESH ARM CAPS: BLACK	12	C8	\$1,375.00	\$515.59	\$16,500.00	\$6,187.08	
				*NO FREIGHT CHARGES							
	CONFERENCE ROOM	GLOBAL		PREFER							
		ALTERNATE TO KEILHAUER 11235		DIMENSIONS: MID BACK MESH BACK TILT SEAT GRADE 4 FABRIC ASPHALT FRAME ALUMINUM ARMS AND BASE DUAL WHEEL CASTER	12	C8	\$1,127.00	\$527.66	\$13,524.00	\$6,331.92	
				*NO FREIGHT CHARGES							
	CONFERENCE ROOM	GLOBAL		ACCORD - MESH BACK							
		ALTERNATE TO KEILHAUER 11235		MID BACK KNEE TILTER STANDARD POLISHED ALUMINUM BASE AND ARMS GRADE 4 FABRIC DUAL WHEEL CASTER	12	C8	\$1,354.00	\$633.95	\$16,248.00	\$7,607.40	
				*NO FREIGHT CHARGES							
105	CONFERENCE ROOM	HI5 FURNITURE		UNION 2.0 TABLE							
		ALTERNATE TO DAVIS PR-3600	PR-3600	DIMENSIONS: 60"W X 24"D X 36" HPL 2" THICK SOLID "PANEL STYLE" BASES ON LEVELERS WITH CONCEALED VERTICAL WIRE MANAGEMENT OUTED INSIDE BASES DIMENSIONS: 24"L X 60"W X 36"H RECTANGLE ONE PIECE TOP, STATIONARY HPL 2" THICK TOP WITH HPL SELF-EDGE AND IMBEDDED STEEL ANTI-SAG BARS HPL TOP: FORMICA WHITE COLOR CORE #949C-58 PANEL BASE FINISH: DESIGNER WHITE	1	T2.1	\$7,400.00	\$3,482.35	\$7,400.00	\$3,482.35	
				*NO FREIGHT CHARGES							





Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
115	OFFICE	COALESSE	CO200G	BINDU - LOW BACK	1	C14	\$1,540.00	\$952.00	\$1,540.00	\$952.00	
		ALTERNATE TO DAVIS SK-10		LEG: FOUR LEG ALUMINUM BASE							
				DIMENSIONS: 25" W X 22 3/4"D X 32 5/8" H, 25 7/8" AH, 19" SH							
				METAL FINISH: SILVER							
				UPHOLSTERY: LUUM #4074-05 TILT SHIFT - CAUSTIC 05	1						
				COM							
				*NO FREIGHT CHARGES							
115	OFFICE	COALESSE	CO200G	BINDU - LOW BACK	1		\$1,540.00	\$992.50	\$1,540.00	\$992.50	
		ALTERNATE TO DAVIS SK-10		LEG: FOUR LEG ALUMINUM BASE							
				DIMENSIONS: 25" W X 22 3/4"D X 32 5/8" H, 25 7/8" AH, 19" SH							
				METAL FINISH: SILVER							
				UPHOLSTERY: LUUM #4026-06 FLEXAGON - BLUEPRINT	1						
				COM							
				*NO FREIGHT CHARGES							





Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
		ESI		MONITOR ARM	4		\$723.00	\$289.20	\$2,892.00	\$1,156.80	
		ALTERNATE TO HUMANSCALE S19-2432-153052		MODEL: EDGE2-MAX-SLV FINISH: POLISHED ALUMINUM WITH WHITE TRIM MONITORS: 2							
				Finger touch dynamic height adjustment • Weight capacity counterbalanced for heavy monitors and all in one computers • Recommended for worksurfaces 30.0" deep or less • 14.0" height adjustment range -- 9.0"-23.0" (low/high) • 26.6" arm extension • 6.5" arm retraction • ±55° monitor tilt • ±90° VESA rotation • 12.0 lbs.-38.5 lbs. weight capacity (combined weight of both monitors) • 30.3" total width of crossbar • 180° lock-out feature • 360° rotation at two points • Exceeds BIFMA x5.5 requirements • Desk clamp and grommet mount included • 24.0" max. monitor width (bezel measured left to right)							
117	OFFICE	COALESSE	CO200G	BINDU - LOW BACK	1	C14	\$1,540.00	\$934.00	\$1,540.00	\$934.00	
		ALTERNATE TO DAVIS SK-10		LEG: FOUR LEG ALUMINUM BASE DIMENSIONS: 25" W X 22 3/4"D X 32 5/8" H, 25 7/8" AH, 19" SH METAL FINISH: SILVER UPHOLSTERY: CARNEGIE #6088-83 MERGE COM	1						
				*NO FREIGHT CHARGES							
117	OFFICE	COALESSE	CO200G	BINDU - LOW BACK	1		\$1,540.00	\$992.50	\$1,540.00	\$992.50	
		ALTERNATE TO DAVIS SK-10		LEG: FOUR LEG ALUMINUM BASE DIMENSIONS: 25" W X 22 3/4"D X 32 5/8" H, 25 7/8" AH, 19" SH METAL FINISH: SILVER UPHOLSTERY: LUUM #4026-06 FLEXAGON - BLUEPRINT COM	1						
				*NO FREIGHT CHARGES							
119	OFFICE	COALESSE	CO200G	BINDU - LOW BACK	1	C14	\$1,540.00	\$934.00	\$1,540.00	\$934.00	
		ALTERNATE TO DAVIS SK-10		LEG: FOUR LEG ALUMINUM BASE DIMENSIONS: 25" W X 22 3/4"D X 32 5/8" H, 25 7/8" AH, 19" SH METAL FINISH: SILVER UPHOLSTERY: CARNEGIE #6088-83 MERGE COM	1						
				*NO FREIGHT CHARGES							
119	OFFICE	COALESSE	CO200G	BINDU - LOW BACK	1		\$1,540.00	\$952.00	\$1,540.00	\$952.00	
		ALTERNATE TO DAVIS SK-10		LEG: FOUR LEG ALUMINUM BASE DIMENSIONS: 25" W X 22 3/4"D X 32 5/8" H, 25 7/8" AH, 19" SH METAL FINISH: SILVER UPHOLSTERY: LUUM #4074 TILT SHIFT - 05 CAUSTIC COM	1						
				*NO FREIGHT CHARGES							

Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
116A	WORK/COPY AREA	H15 FURNITURE ALTERNATE TO WATSON SPECIAL-MCCREC_6060-36	2-	COBY SQUARE POST TABLE COLLECTION FOUR SQUARE POST BASES ON LEVELERS 60W X 60D X 36H HPL 1.25" THICK TOP WITH HIGH IMPACT 3MM PVC EDGE HPL TOP: WILSONART FROSTY WHITE #1573-60 EDGE COLOR: FROSTY WHITE MATCHING PVC EDGE BAND BASE FINISH: GRAPHITE METALLIC GTM *NO FREIGHT CHARGES	1	T1.2	\$2,370.00	\$1,115.29	\$2,370.00	\$1,115.29	
		COALESSE ALTERNATE TO HIGHTOWER FC23804	COEL500	MONTARA650- COUNTER HEIGHT COM UPHOLSTERY TYPE: PALLAS - HOLY COW #27.144-314 UPHOLSTERY COLORWAY: SKINNY DIP BENTWOOD BACK: CLEAR LACQUERED OAK GLIDE: #55200305 TEFLON *NO FREIGHT CHARGES	4	C3.1	\$1,019.00	\$537.75	\$4,076.00	\$2,151.00	
118	BREAK	STEELCASE ALTERNATE TO KEILHAUER 47244	HX30SL	EXCHANGE TABLE DIMENSIONS: 36" D X 36"H COUNTER HEIGHT W/ FOOT RING TOP FINISH: LAMINATE LAMINATE: ARCTIC WHITE BASE COLUMN AND LEG: PLATINUM METALLIC *NO FREIGHT CHARGES	2	T6	\$901.00	\$477.53	\$1,802.00	\$955.06	
118	BREAK	COALESSE ALTERNATE TO HIGHTOWER FC23804	COEL500	MONTARA650- COUNTER HEIGHT COM UPHOLSTERY TYPE: PALLAS - HOLY COW #27.144-314 UPHOLSTERY COLORWAY: SKINNY DIP BENTWOOD BACK: CLEAR LACQUERED OAK GLIDE: #55200305 TEFLON *NO FREIGHT CHARGES	4	C3.1	\$1,019.00	\$537.75	\$4,076.00	\$2,151.00	

Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
	MOTHERS ROOM	WEST ELM		LEWIS LEATHER RECLINER	1	C10	\$1,399.00	\$1,259.10	\$1,399.00	\$1,259.10	
		ALTERNATE TO AMERICAN LEATHER NICO		DIMENSIONS: 30"W X 34"D X 38"H - 64" W RECLINING SLED LEGS: WOOD UPHOLSTERY: GRADED IN LEATHER STYLE: ASPEN COLOR: FOG							
	MOTHERS ROOM	DESIGN WITHIN REACH	100168613	FLIGHT RECLINER	1	C10	\$2,400.00	\$1,584.00	\$2,400.00	\$1,584.00	
		ALTERNATE TO AMERICAN LEATHER NICO		CT-COM ULTRALEATHER BRISA SHITAKE STAINLEESS ALUMINUM BASE							

Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)	
124	GALLERY	STEELCASE	STLPLTF2	STEELCASE UMAMI PLATFORM - DOUBLE 15D X 60W	3	B3	\$1,854.00	\$982.62	\$5,562.00	\$2,947.86	 	
		ALTERNATE TO HIGHTOWER HT12550U		MONOLITHIC COLOR SCHEME, GRADE 7 UPHOLSTERY UPHOLSTERY TYPE: DESIGNTEX - STARBURST #3748 UPHOLSTERY COLORWAY: #801 DARK CHARCOAL OPTIONAL ACRYLIC LATEX BACKING FABRIC BACKER NOT REQUIRED FABRIC DIRECTION: HORIZONTAL								
				*NO FREIGHT CHARGES								
124	GALLERY	COALESSE	COTO69	COALESSE TOGETHER BENCH, STRAIGHT BACKLESS	3	B3	\$3,958.00	\$1,939.42	\$11,874.00	\$5,818.26		 
		ALTERNATE TO HIGHTOWER HT12550U		UPHOLSTERY: GRADE 14 UPHOLSTERY TYPE: DESIGNTEX - STARBURST #3748 UPHOLSTERY COLORWAY: #402 DARK BLUE OPTIONAL ACRYLIC LATEX BACKING FABRIC BACKER NOT REQUIRED								
				*NO FREIGHT CHARGES								

Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
125A	COMMUNITY ROOM	MITYLITE	ICE55267	ROUND FOLDING LEG TABLE 60"D X 29"H LAMINATE TOP: GRAY POWDERCOAT: BLACK	10	T10		\$543.23		\$5,432.30	
		ALTERNATE TO ICEBURG ICE55267									
125A	COMMUNITY ROOM	MITYLITE	A1860P	RECTANGULAR FOLDING LEG TABLE 18"W X 60"L X 29.75"H LAMINATE TOP: GRAY POWDERCOAT: BLACK LEG STYLE: REVEAL	10	T11		\$364.19		\$3,641.90	
		ALTERNATE TO SOUTHERN ALUMINUM A1860P									
126A	COMMUNITY ROOM	MITYLITE	ICE55267	ROUND FOLDING LEG TABLE 60"D X 29"H LAMINATE TOP: GRAY POWDERCOAT: BLACK	11	T10		\$543.23		\$5,975.53	
		ALTERNATE TO ICEBURG ICE55267									
127A	COMMUNITY ROOM	MITYLITE	ICE55267	ROUND FOLDING LEG TABLE 60"D X 29"H LAMINATE TOP: GRAY POWDERCOAT: BLACK	7	T10		\$543.23		\$3,802.61	
		ALTERNATE TO ICEBURG ICE55267									

Room No.	Room Name	Manufacturer	Product Number	Description	Qty	Code	Unit List Price	Unit Sell Price	Total List Price	Total Sell Price	Product Image (stock)
128	GALLERY	COALESSE	451-7460FO	CIRCA LOUNGE, 2-SEAT, 60 DEGREE WEDGE	1	C7.1	\$5,639.00	\$2,763.11	\$5,639.00	\$2,763.11	 
			451-3730FO	CIRCA LOUNGE, 1-SEAT, 30 DEGREE WEDGE							
		ALTERNATE TO DAVIS KT-4300-L	451-GANGPKG	OUTSIDE FACING							
				UPHOLSTERY: GRADE 12							
				DESIGNTEX - PLEAT - 3629							
				COLOR: COAL 804							
				DIRECTION: HORIZONTAL							
				3 LEGS, METAL - 4141 PLATINUM MATTE FINISH							
				*NO FREIGHT CHARGES							
	GALLERY	COALESSE	451-7460FO	CIRCA LOUNGE, 1-SEAT, 30 DEGREE WEDGE	1	C7.2	\$5,639.00	\$2,763.11	\$5,639.00	\$2,763.11	
			451-3730FO	CIRCA LOUNGE, 1-SEAT, 30 DEGREE WEDGE							
		ALTERNATE TO DAVIS KT-4300-R	451-GANGPKG	OUTSIDE FACING							
				UPHOLSTERY: GRADE 12							
				DESIGNTEX - PLEAT - 3629							
				COLOR: COAL 804							
				DIRECTION: HORIZONTAL							
				2 LEGS, METAL - 4141 PLATINUM MATTE FINISH							
				*NO FREIGHT CHARGES							
135	FITNESS	COALESSE	COAL T400	ENEAL TZ0943 STOOL - COUNTER HEIGHT	6	C4	\$865.00	\$419.44	\$5,190.00	\$2,516.64	
		ALTERNATE TO HIGHTOWER FE27800		NON UPHOLSTERED							
				SHELL FINISH: PLASTIC - PG1 003 - 003: WHITE							
				FRAME FINISH: TEXTURED PAINT 7241 - ARCTIC WHITE							
				LEG FINISH: RIFT CUT, LOW SHEEN VP01 OAK LIGHT							
				FOOTRING FINISH: POLISHED CHROME 9201							
				*NO FREIGHT CHARGES							
135	FITNESS	STEELCASE	HX30SL	EXCHANGE TABLE, ROUND	3	T6	\$901.00	\$477.53	\$2,703.00	\$1,432.59	
		ALTERNATE TO KEILHAUER 47244		30"D X 36"H							
				LAMINATE							
				BASE: 4799 PLATINUM METALLIC							
				EDGE: 6009 ARCTIC WHITE							
				TOP SURFACE: 2730 ARCTIC WHITE							
				*NO FREIGHT CHARGES							
										\$18.73	
										\$604.42	
										\$294.12	
										\$917.27	

WEST ELM - FREIGHT/HANDLING \$18.73
MITYLITE - FREIGHT/HANDLING \$604.42
HI5 FURNITURE - EDGE BANDING ROLL COST \$294.12
FREIGHT & FEES EST. \$917.27



INTEROFFICE MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM: JIM MACDONALD, PUBLIC WORKS DIRECTOR
SUBJECT: FEBRUARY UPDATE
DATE: FEBRUARY 10, 2020

HIGHLIGHTS

2019 Sidewalk In-Fill (Switzer 53rd Ter to 55th St, SMP ramp to Merriam Dr, 66th Ter/Burnham, 56th Ter east & west of Goodman, 56th Ter east and west of Farley, and 56th St west of Farley)

This project is substantially completed, and the contractor will place seed or sod as soon as weather allows. After the placement of sod, this project is projected to be approximately \$20,000 over the award amount of \$289,393.30 however, we are still under the sidewalk infill project budget.

2020 CARS Johnson Drive (BNSF to East City Limits)

A Public Meeting for this project was on January 22nd. Final plans have been completed and reviewed by City Staff. This project has been combined with the Mastin Storm Drain and Street Improvements Project, and was advertised on January 31st, with a bid opening set for February 19th. A final Public Meeting is set for March 11th, with construction anticipated to begin as early as May 2020.

Mastin Storm Drain and Street Improvements (Johnson Drive to Shawnee Mission Parkway)

Final plans have been completed and reviewed by City Staff. This project has been combined with the 2020 CARS Johnson Drive Project, and was advertised on January 31st, with a bid opening set for February 19th. A final Public Meeting is set for March 11th. Construction set to begin May 26, 2020, and completed August 5, 2020.

2020 Sidewalk In-Fill/2020 Sidewalk Maintenance

BHC Rhodes is currently reviewing sidewalk plans. A Public Meeting was held on February 5th. This project is scheduled to be advertised for bids mid-February 2020, with construction anticipated to begin as early as April or as late as September 2020.

CITY OF MERRIAM PARK AND RECREATION
ADVISORY BOARD MEETING MINUTES
Tuesday, January 21, 2020
6:00PM

Roll Call

The January meeting of the Merriam Parks & Recreation Advisory Board was called to order at 6:00 pm, by Chairperson Christopher Leitch. Board members in attendance included: LaVera Howard, Katie Leary, Billy Croan, and Stacy Chivetta. Staff members in attendance included: Anna Slocum, Director; Dave Smothers, Assistant Director; Cole Surber, Aquatic Supervisor and Nicole Ritter, Facility Attendant. Public members in attendance included Nancy Hupp, representing Merriam Parks, Recreation and Community Center Foundation. Grant Getzlow, Kathy Stull, Kyle Cooper notified staff of their absence.

Public Comments

Nancy Hupp present representing Merriam Parks and Recreation Foundation.

Approval of Meeting Minutes

LaVera Howard made a motion to approve the minutes. Katie Leary seconded the motion which passed unanimously.

Staff Reports

Director's Report

COMMUNITY CENTER UPDATE

- The site is very muddy due to the constant winter weather of freezing, thawing, snowing makes getting around the site a challenge. Interior work continues so although it is difficult to see progress from the street view there are significant strides occurring inside. It is now a goal that every Tuesday staff create a Facebook Live video to show progress and help provide awareness to the amenities and layout. Drywall is moving along, office and room spaces are taking shape. Overhead HVAC, plumbing, life safety elements are being installed. The "dance floor" has been constructed so overhead work can begin in the natatorium. Most of the glass is in, the pieces not in are purposeful for getting materials into and out of the building.
- Staff has made significant strides with Tivity Health over the past month in being able to offer SilverSneakers®. The hope is to have an agreement to go to City Council by February 10. In addition, strength equipment has been ordered with the cardio lease agreement slated for February 10. There will be a fee work study session of February 3 in hopes that on February 10 City Council will be ready to vote on recommended fees. Furniture bid is on the street. Vending proposal will be released on Friday. The community center opening is now a reality as we turned the calendar and it is "the year!" Staff is completing wish lists for equipment. The next step is to go through the lists and decide need vs. want based on budget restrictions.
- Staff has started to begin the "packing" process of IBFCC. Cleaning closets, identifying items for move, purple wave or trash. Items identified for the move are tagged with their proposed new location to simplify the move.
- The start of a marketing campaign is taking shape. The goal is once fees are known to start pushing membership information as quickly as possible. Meredith continues to give monthly updates.
- Included in the packet are the Recreation Reports for Fall and the Annual Comparison Report. 2019 Fall participation improved slightly from 2018. The annual comparison decreased from 2018. The cause of this impact was not being able to offer swim lessons in the summer and the decrease in rentals this fall.

Assistant Director's Report

Reports

HIGH SCHOOL VISUAL ARTS COMPETITION

- This show featured 217 high school students from 23 different area schools displaying 151 pieces of art. Live music from "The Band Anna KC from 7pm-8pm. there were 454 reception attendees. This was one of the largest receptions was had in a few years.

Updates

FARMERS' MARKET UPDATE

- Applications for the 2020 season are available. This year all staff involved in the market will be new as Diane Monroe has retired from her position and Brandy has secured full-time employment. In addition, with the community center coming on-line, Ingrid Berg will be overseeing the program.

Upcoming Events

"HERE, WHERE WE LIVE" ART GALLERY RECEPTION FEBRUARY 6

- This show features Barbara O'Leary & Associates.

HEARTLAND ARTIST EXHIBITION

- The 24th annual event has accepted 119 works of art from 72 different artists. The opening reception is March 7. In addition, the Heartland Workshop, hosted by the juror, is at maximum capacity.

Recreation Supervisor's Report

Reports

MAYOR'S TREE LIGHTING EVENT

- This event had 151 participants. Staff reported that the weather cooperated, it was cold but not frigid. Staff identified one concern for the overall event; catering soup is expensive and it is difficult to estimate quantities. It was overall a great event.

BREAKFAST WITH SANTA

- This event had 123 participants. One of the many strength is having it catered to help staff and volunteers focus on the other event elements. The only weakness is due to ventilation the gym becomes smoky due to the griddle. This requires the building side doors to be opened.

CALL FOR MUSICIANS

- Call is closed for the year. All musicians have been scheduled for 2020.

Upcoming Events

DADDY DAUGHTER DANCE

- This event is scheduled for Saturday, February 8 from 5:30pm - 8:00pm. Volunteer spots have already been filled by a local high school and staff. DJ Kirby will be performing again this year. There will be fun dances and limo rides along with heavy appetizers. This year's theme is "A Night in Arendelle."

TURKEY CREEK FESTIVAL

- This event is scheduled for Saturday, May 16 from 10:00am – 4:00pm. Volunteers are needed for this event. The first official committee meeting will be held on February 4 at 1:00pm. More details to come.

Aquatic Supervisor Report

UPDATE

- The Aquatic Coordinator, Chris Parnacott has been hired and started on January 6. Recruitment of lifeguards and pool staff is the main priority. Efforts for recruitment include contacting all area high schools and placing announcements where allowed; Facebook® boosted ads, researching job fairs, contacting past pool employees and ordering a Now Hiring Banner to place along the construction fence. The building will require a total of 41,000 part-time hours of which 60 will be required as lifeguards and 10 concession/slide attendants. Other tasks include creating the employee handbook for the new pool.

New Business

TURKEY CREEK FESTIVAL SPONSORSHIP REQUEST

- Included in the packet is a request from Kansas Strong to sponsor Turkey Creek Festival. The concern staff has is not whether or not they are necessarily a sponsor but whether or not they should be allowed the opportunity to speak as a sponsor. This is not something that a sponsor has been allowed to do. If allowed the opportunity to speak, it is important that their values align with the city. Staff is seeking guidance from Park Board as to if the sponsorship should be accepted the sponsorship as proposed by the organization. They have offered to sponsor at a lesser level forgoing the opportunity to speak at the event. Discussion from the board included concerns of it not being the right venue. Turkey Creek Festival is more about activities for children. There was a concern about impeding freedom of speech. This is not an issue as the request is above and beyond what has been offered to other sponsors. LaVera Howard motioned to let The Kansas Oil and Gas Resources Company have all the privileges of all the other sponsors but give them no stage time. They will also be allowed to bring their educational truck. Katie Leary seconded the motion. Motion passed unanimously.

Other Business

FUTURE PARK BOARD DISCUSSION ITEMS

- In preparing for 2020 staff sees several items coming forward to this group for discussion / advice and recommendation to City Council. Not all items will need to move on to City Council but staff feels it is important to bring various operational policies forward to determine how implementation will be received.

The "known" list of items with tentative meetings are:

1. Charter Member Benefits – February
2. Policy Review – as ready – February – April
3. Budget / new program ideas - Spring
4. Superpass review – Fall
5. JOCO Nutrition Program Agreement – mid Summer
6. Farmers' Market Schedule – Fall
7. Home Town Heroes Program request – winter?

Adjournment

LaVera Howard made a motion to adjourn at 7:28pm. Billy Croan seconded motion.

CITY COUNCIL SUGGESTED MOTIONS FOR YOUR CONSIDERATION

CONSENT AGENDA

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

MAYOR'S REPORT

- 1. No Motion.**

FINANCE AND ADMINISTRATION

- 1. Move that the council approve an ordinance amending Chapter 14, article 2 and Chapter 5, articles 2 and 3 of the code of ordinances related to Occupational, CMB, Temporary CMB, and Special Event CMB Licenses.**
- 2. Move that the council waive the customary first reading of an ordinance levying a special purpose retailers' tax to take effect January 1, 2021.**
- 2a. Move that the council approve an ordinance levying a special purpose retailers' tax to take effect January 1, 2021.**
- 3. Move that the council approve the proposed membership fee Option ____ for the new Community Center.**
- 4. Move that the council approve an agreement with Advanced Exercise Equipment and authorize the Mayor to execute the agreement.**
- 5. Move that the council approve an agreement with Tivity Health and authorize the Mayor to execute the agreement.**
- 6. Move that the council approve the selection of _____ to provide furnishings for the new Merriam Community Center and authorize staff to negotiate and execute a contract with said vendor.**
- 7. No motion.**

COMMUNITY DEVELOPMENT/PUBLIC WORKS

- 1. No motion.**
- 2. No motion.**

STAFF ITEMS