

**MERRIAM CITY COUNCIL AGENDA
CITY HALL
9001 WEST 62ND STREET
JANUARY 13, 2020
7:00 P.M.**

Reception for outgoing Councilmembers - 6:00 pm Community Training Room

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

I. CALL TO ORDER - 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. COUNCIL ITEMS

1. Consider approval of the minutes of the City Council meeting held December 9, 2019.
2. Installation of new Governing Body members.

V. 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 acceptance and final payment to Gunter Construction for 67th St. improvements project.
2. Consider approval of 2020 CARS agreement for improvements on Johnson Drive from Kessler Ln. to Mackey St.

VI. MAYOR'S REPORT

1. 2020 Legislative Agenda discussion.

VII. COUNCIL ITEMS

A. Finance and Administration

1. Consider approval of carpet replacement for City Hall.
2. Consider approval of an interlocal agreement with Overland Park for the 2020 Facility Use Agreement for the Merriam Dolphin Swim and Dive Team.
3. Consider approval of Letter of Understanding between the Cities of Merriam, Mission, Fairway, Leawood, Prairie Village, and Roeland Park for use of agency city pools during swim and dive meets.
4. Consider approval of an ordinance amending section 47-135 (Community Center) of the Merriam Code of Ordinances (first reading).
5. Community Center Update
6. Monthly Finance Report.

B. Community Development/Public Works/CIP

1. CIP 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
DECEMBER 9, 2019
7:00 P.M.**

I. CALL TO ORDER - PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

Scott Diebold
Al Frisby
Chris Evans Hands
Nancy Hupp
Brian Knaff
David Neal
Bob Pape
Jason Silvers

Staff present: Chris Engel, City Administrator; Ryan Denk, City Attorney; Meredith Hauck, Assistant City Administrator; Bryan Dehner, Fire Chief; 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 November 25, 2019.

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

V. MAYOR'S REPORT

1. Presentation by Lee Kellenberger from Johnson County Public Works on the changes to the Stormwater Management Program (SMP).

Mr. Kellenberger reviewed the changes to the County's Stormwater Management Program. The previous structure included each city dealing with stormwater issues; the new structure will better address stormwater issues by creating watershed groupings, which will include multiple cities that are affected by area watershed receiving common water. Merriam is in the Brush/Turkey Creek watershed area.

The types of projects the program will fund has been expanded to include water quality and system management, which will include pipe repair and replacement. The county will also develop a master plan for countywide watershed that will extend to a 5 to 15 year capital improvement plan.

Councilmember Neal asked if the county would be able to participate with funding the local portion of the Upper Turkey Creek mitigation administered by the Corps of Engineers.

Mr. Kellenberger commented that if that project were to get funded at some point, the County would participate in the local funding portion of that project. Mr. Kellenberger further commented that while the scope of the SMAC program has expanded, the award process remains the same.

There was some discussion regarding the pipe and system repair portion of the program. There was some concern expressed about other cities utilizing a large portion of pipe repair and replacement due to their lack of upkeep on their system over the years. Merriam has done a good job of keeping an inventory of our pipe system and conditions as well as completing replacement and repairs on pipes in poor condition, so some feel as though expanding the program to pipe and system repair might put Merriam at a disadvantage to get those funds.

2. Consider approval of the Agreement for the Establishment of Watershed Organization 1 in Johnson County, Kansas.

COUNCILMEMBER HANDS MOVED THAT THE COUNCIL APPROVE THE AGREEMENT FOR THE ESTABLISHMENT OF WATERSHED ORGANIZATION 1 AND AUTHORIZE THE MAYOR TO SIGN THE

AGREEMENT. COUNCILMEMBER FRISBY SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

VI. COUNCIL ITEMS

A. Finance and Administration

1. Consider participation in the 2020 Superpass program.

Mayor Sissom commented that this issue was discussed in a Work Session on November 25, and discussed at the Park Board which resulted in a recommendation from the Parks and Recreation Advisory Board to not participate in the Superpass program for 2020, but then revisit an opportunity to participate in 2021.

Parks and Recreation Director Anna Slocum commented that this item was before council for consideration at the October 28 City Council Meeting; it was brought back for discussion at a Work Session on November 25. The Park Board recommended pausing participation in 2020 to provide time to better understand the operations of the new facility and reconsider participation in 2021, once staff has had an opportunity to work through operation of the new community center.

Councilmember Frisby submitted the following comments to be entered into the official record regarding his opinion of the Superpass program:

After considerable discussion of the Merriam Superpass options, I would like to explain my evolving viewpoints. I believe the first year opening our community center will be difficult to control if the council votes for Superpass participation, as well as the remaining future years of the Superpass used in our new, unique, community center. Therefore I will suggest we add a 4th option, which is remove all options of issuing a Superpass for 2020 and in all future years. Here are my arguments related to the information in the agenda packet:

The Superpass was only designed in 2009 for an outdoor pool, but we will allow a community center to all our amenities following the check-in to our community center for a fair price. Staff tells us it will be near impossible to prevent nonresident customers from using other opportunities for enjoyment in our community center. There will always be unannounced folks from various cities every year our

community center is operating in the future, disallowing our ability to control the number of nonresidents attending our facility on a given day, weather permitting or not.

We have a unique community center, no other city has our design. Other cities will not allow Superpass members to use all their amenities, and our Merriam residents should not pay more than a nonresident on a Superpass at our community center. There will be no need to use any form of ID for Superpass members because all are welcome to pay nonresident fees.

If a Merriam resident desires to use another pool in the area, they would have to pay nonresident prices, but still attend. Options should be available to facilitate their visits to other pools. If the weather is undesirable for swimming outdoors, nonresidents would still have the opportunity to use our community center as long as they pay their nonresident price, while Merriam residents would be at a lower cost.

The staff has stated that the community center would be overwhelmed the first year. That will probably occur with or without a Superpass, but predictably less overwhelmed if we do not join in the Superpass chaos. Our teen employees or volunteers will not be asked to decide who swims in the indoor pool or who uses our amenities, as all are welcome. Our first impression the first year, along with every other year we are in operation, should be consistent; all are welcome, for a price that is fair.

Staff has predicted and has apparently confirmed that our community center will open on time, so there is no need to create a fall back option. The #4 option, to not participate in Superpass any longer, will work on the 1st day, as well as opening in July.

As I understand it, the pro forma regarding nonresidents was for them to pay full price, not less to use all our amenities. We should never have a 2nd class nonresident, or one of "them", swimming in our community center; we welcome all to attend at a fair price, which is regrettably unknown at this time.

Even though by not participating in the Superpass in all forthcoming years, this will offend 6-7% of our residents that attend our community center, the city could actually offer the few Merriam residents a refund for the difference between a full price and a Superpass fee to attend other pools in area cities or offer a discount

on the next Merriam community center visit after showing evidence of paying full price at a local pool. A small price to support those that want extended aquatic experiences, like a high dive that we will not offer our residents.

Remember, because we built a great community center, they will come, Superpass or full price.

I would like to foster a discussion based on adding a 4th option.

Councilmember Pape commented that he continues to hear from several ward 4 residents that they want the Superpass program. Going to other pools without Superpass will cost them more than the Superpass add on and is an unrealistic option for their family.

Councilmember Neal submitted the following comments to be entered into the official record regarding his opinion on the Superpass program:

We are again here tonight to make a decision that has significant ramifications for Merriam residents. For two council meetings and a work session staff has presented their view that the Superpass would be just too much trouble to continue under the new community center design.

We did have significant Council discussions about this issue but did no polling or community outreach about this. The changing rationale in the past two months for the policy recommendation appears to be a policy in search of a reason. I think we've tried different arguments until a majority of votes for the staff favored policy could be obtained. Toss new reasons against the wall until enough stick.

At first, in October, it seems the staff argument as presented by the Director of Parks & Rec was more about the money. Superpass reimbursements would mean non-residents would supposedly be paying less than Merriam residents to access our pool. Later it was about the possibility of overcrowding at our smaller new pool, remember this was a design choice, I distinctly remember hearing, "The Merriam Aquatic Center is oversized" when we were debating the aquatics design in the summer of 2018. The now-predicted overcrowding will supposedly create such a bad first impression for full paying members that it can't be risked.

Then it was about the difficulty of keeping cheaters from buying a Superpass so they could sneak in and use our gym and exercise equipment without paying for those amenities. Then, in late

November, it was about the weather. Everyone would come to our facility on rainy days, although we could limit Superpass visitors to the outdoor pool only which would also be closed during rain periods.

Then it was too much to ask the teenage pool staff to ask Superpass visitors to stay in the outdoor pool area only. We recently approved the hiring of additional full time staff, not teenagers, for the Community Center. I hope they stay fully busy with other duties during the summer. Then it was about the unfairness of making Superpass visitors wear some kind of marking with a wristband or hand stamp because they would be targets of animosity when the pool was crowded, not enough deck chairs, deck space, etc. which would create a second class group of patrons.

One by one, Council members seem to have been swayed by the staff PowerPoint presentations of these ideas. What is the right thing to do for our Merriam residents on a budget seems of less importance.

Hardly considered was the impact that taking the Superpass option away from Merriam residents who might want to use other pools on occasion in the summer as they have in the past. Such concerns were dismissed as unimportant because only 24 passes were purchased by Merriam residents in 2018. People like some families who have reached out to me are expected to pay the other city's daily non-member rate if they want to use some other pool than ours.

As has been pointed out, Merriam residents using another pool more than twice in the summer under non-resident daily pass rates would likely cost more for these Merriam families than the Superpass cost for an entire summer of use. The Superpass was in fact a significant benefit for Merriam residents. According to current staff thinking, it was used by too small a number of residents in 2018 when we had the larger Merriam Aquatics Center open to justify its continuation.

Placating 24 resident families and possibly more now who find the new pool's design less desirable is apparently not worth the possibility that the quality of the experience for some full price community center members might be somehow lessened by the presence of the excess under-paying non-residents using a Superpass.

After under-sizing an outdoor pool, the city is planning to market heavily outside the city so other non-residents will buy memberships at full price and fill up the pool. This need to keep the hordes of supposedly curious Superpass outsiders from our outdoor pool really

seems to be about money at its core. We are actively seeking full-price outsiders based on our marketing plan. According to staff, the finances of the new Merriam Community Center are dependent on attracting enough full price non-resident members.

The membership pricing that staff now recommends we use for the new Merriam Community Center is significantly higher than the advertised fees in the original pro-forma operating budget presented to voters in the 2017 Parks & Rec Facilities Master Plan in advance of the tax vote on the new Community Center. The new community center's operating finance assumptions apparently are now predicted by staff to be more difficult to hit under the Master Plan's assumed fee structure than was thought when they developed and got Council to approve the 2017 Master Plan marketed to voters.

So with the proposed non-participation of Merriam in the Superpass program, and even before we have had the City Council level discussion about Merriam Community Center finances, we seem willing to take away something else from our residents who have been core patrons of summer swimming in Merriam.

I expect a non-trivial number of Merriam residents will go elsewhere for their membership as a result of the combination of three factors: significantly less Merriam outdoor pool amenities than in the old Merriam Aquatic Center; lack of an affordable option to visit other pools; and higher than anticipated membership fees to use our new Merriam Community Center.

Our new all-in-one membership model is designed around the idea that as a Merriam resident, you must now pay for use of the fitness center and gym even if you only want to swim, dive and play in outdoor water in the summer when kids are out of school. We seem to have built a year-round health club for affluent non-residents based on our marketing plan, rather than go to the trouble to continue and provide summer recreational experiences for our own residents similar to our reasonable-cost Merriam aquatics tradition of the past.

Keeping the Superpass is a way to show Merriam's own residents they matter too.

I still believe on balance that option 2 would be best, which was the outdoor pool access only. I think if our participation was only for the outdoor pool, not that many Superpass holders from outside would use it at our outdoor pool smaller recreational swim area, limited kid's area, no slides, limited diving, etc.

By continuing with the Superpass, our residents would still have the option of going to a summer outdoor pool that has more amenities like the old one did. Kids are out of school all summer. Expecting them to go day after day to the same pool is not optimal for parents. If they are going swimming all the time as a main summer recreational activity, it's nice to be able to go to other pools as a change of pace. Merriam families might join our community center for the other programmatic features and feel like the additional cost of a Superpass allowed them an option for the summer pool experience they were expecting based on our past aquatics offerings.

I actually think from a marketing perspective, providing the Superpass option would alleviate concerns about our pool deficiencies if they are raised by Merriam residents.

It could even be a selling point for the overall membership marketing. For example, "Our Superpass gives residents the option to use any of the wonderful outdoor pools in NE Johnson County, but after the summer season, our unique indoor pool facilities will still be available year round!" I think the Superpass could be a selling point for general memberships.

On balance, I think continuing the program is best. The 2018 Superpass purchase numbers are an unrepresentative statistic. We had a very different scale of outdoor aquatics facility, so Merriam members mostly stayed at their hometown pool. They may be happy with the new pool. But for those who are not, the Superpass provides a relief valve.

Councilmember Hands commented that after spending a lot of time discussing this item and listening to everyone point of view, she still concurs with the recommendation of the Parks and Recreation Advisory Board and experienced staff to pause the program this year and keep it simple for the first year of opening the new facility. Next year this can be revisited.

Billy Croan, 6633 Wedd St., suggested that we make everyone equal at the door. While there are other options for residents without the Superpass program, not all are as easy or affordable as Superpass and he does not feel it fosters as diverse community with our Northeast Johnson County neighbors as Superpass does. He encouraged the council to consider all options regarding Superpass.

He feels the overall aquatics in the new facility will be outstanding but the outdoor aquatics will not be as big as the previous Merriam pool. He offered another option to make everyone equal at the door, instead of marking Superpass holders with ink; simply charge them a small upgrade fee for a full access pass to all the amenities of the new center. He suggested up charging Superpass users and offering discounts to other visitors will be a way to make all users equal.

Bruce Kaldahl, 7210 Mastin St., Ward 3 councilmember elect, commented that while some folks may not be happy with the decision of the council tonight, they can't say the matter was taken lightly. He commended the staff and Parks and Recreation Advisory Board for their hard work on this issue and on working toward opening the new Community Center. He further commented that the new facility will include new equipment, new staff, new programs and many new patrons, and while staff had done a great job planning for what they think will happen when the facility opens, until the center is up and running, no one really knows what will actually happen.

After listening to all the discussion regarding the Superpass, he has concluded that we don't know the impact of Superpass participation the first year. If we choose to participate, we will be inviting everyone with a Superpass to our new pool, while not knowing how many will come, what days or hours they will come, or if they will all come at the same time. What is known, is that if they all come on the same day at the same time, our staff will be overwhelmed at the expense of our patrons. Once we are in the Superpass agreement, there is no going back. If our pool becomes the new cool place to be in Northeast Johnson County, and the Superpass users overwhelm the facility and staff, we could be overwhelmed the entire summer, at the expense of our patrons. He further commented that if he could vote on this issue, it would be to take a pass on the Superpass.

COUNCILMEMBER FRISBY MOVED THAT THE COUNCIL CONCUR WITH THE RECOMMENDATION OF THE PARKS AND RECREATION ADVISORY BOARD AND NOT PARTICIPATE IN SUPERPASS PROGRAM FOR 2020 OR EVER. THE MOTION DIED DUE TO LACK OF A SECOND

COUNCILMEMBER NEAL MOVED THAT THE COUNCIL CONTINUE PARTICIPATION IN THE SUPERPASS PROGRAM AND DIRECT STAFF TO DEVELOP SPECIFIC OPERATIONAL PROPOSALS TO FACILITATE THE FOLLOWING POLICY OBJECTIVE: ALLOW SUPERPASS PATRON ACCESS TO THE MERRIAM OUTDOOR POOL AS EQUAL RECIPROCITY FOR OTHER SUPERPASS CITIES ADMITTING MERRIAM SUPERPASS HOLDERS TO THEIR OUTDOOR POOLS. COUNCILMEMBER PAPE SECONDED. THE MOTION FAILED. COUNCILMEMBERS HANDS, HUPP, KNAFF, DIEBOLD AND FRISBY VOTED NAY.

COUNCILMEMBER HANDS MOVED THAT THE COUNCIL CONCUR WITH THE RECOMMENDATION OF THE PARKS AND RECREATION ADVISORY BOARD AND NOT PARTICIPATE IN THE SUPERPASS PROGRAM FOR 2020 AND REEVALUATE THE PROGRAM FOR 2021. COUNCILMEMBER HUPP SECONDED. THE VOTE RESULTED IN A TIE. MAYOR SISSOM VOTED AYE AND THE MOTION PASSED.

2. Community Center Update

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

3. Monthly Finance Report.

Finance Director Donna Oliver presented the Finance Report for the month of November.

B. Community Development/Public Works/CIP

1. CIP Update.

Public Works Director Jim MacDonald provided the following CIP updates:

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)-The contractor has completed the placement of Phase III sidewalks.

There are a few areas where the contractor still has to complete backfilling/grading around some sidewalks and driveways. After grading has been completed, the contractor will seed or sod all areas.

2019 CARS 67th Street Improvements - The contractor has completed the placement of asphalt surface, polymer overlay on the Turkey Creek Bridge, and permanent pavement marking. As soon as Staff verifies quantities, a final payment and acceptance will be brought to Council for approval.

CARS 2020 Johnson Drive (BNSF to East City Limits) - After the completion of the project walk through with our design team from Affinis Corp on November 6th, Affinis has completed preliminary plans and staff attended a utility meeting on Wednesday December 4th. Staff and Affinis will be meeting with BNSF representatives on December 20th to discuss phasing and coordination of track improvements with our street improvements. This project is scheduled to be advertised for bids late January 2020, with construction anticipated to begin May 2020.

Mastin Storm Drain and Street Improvements (Johnson Drive to Shawnee Mission Parkway) - Staff will be adding the Mill and Overlay of Mastin Rd. from Johnson Drive to Shawnee Mission Parkway, and some storm drain repairs to this project. This project is scheduled to be advertised for bids early February 2020, with construction anticipated to begin June 2020.

2020 Sidewalk In-Fill/2020 Sidewalk Maintenance - GBA has completed the design of our Phase IV Sidewalk In-Fill. These areas include Perry Ave. from 55th St. to 57th St, 57th St from Perry Ave. to Perry Ln., and 56th Ter. west of Knox. Staff is putting together plans to repair existing sidewalks around these general areas.

VII. STAFF ITEMS

City Administrator Chris Engel thanked Parks and Recreation for the hard work for the Mayors Christmas Tree Lighting Event held on Friday and Breakfast with Santa, which was held the next day on Saturday and was a sold out event.

The CIP Sales Tax renewal Public Meeting will be held in the Community Training Room tomorrow evening. There is a video that has been created to explain the tax renewal which will be available on the City's website after the meeting.

Last Friday, staff and the Chamber met with Site Centers leasing representative regarding the future of tenants at Merriam Town Center. While the leasing agent has just been assigned to the center, he was very positive about the future of tenants for the center.

Community Development Director Bryan Dyer commented that Site Centers has a local leasing agent that is listed on their signage who will be working on the tenant leases for the spaces in the center.

Councilmember Hupp thanked Parks and Recreation Director Anna Slocum and her staff for the High School Art Completion event at the art gallery. There were over 400 attendees for the award ceremony.

Councilmember Frisby inquired about LED street lighting. While he understands that the payback on these lights is a 20-year period, he asked that this issue be revisited. He will no longer be on the council after January, but he wants this to be continually looked at to see if it will be feasible in the near future.

Councilmember Hands commented that she supports LED lighting and will continue to champion this item.

City Administrator Chris Engel commented that city staff continues to look at this issue and currently have an area in the city which is our test area for LED Street lights. Just last week, staff installed three different types of LED lights to see which ones are the most effective.

VIII. NEW BUSINESS**IX. EXECUTIVE SESSION****X. ADJOURNMENT**

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COUNCIL, COUNCILMEMBER HUPP MOVED TO ADJOURN AT 8:40 PM. COUNCILMEMBER HANDS SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

Respectfully submitted,

Juliana Pinnick

Juliana Pinnick
City Clerk

DRAFT



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Authorize final payment to Gunter Construction Company for the 2019 County Assisted Roadway System (CARS) Project #320001307, 67th Street - West City limits to Antioch Road in the amount of \$110,617.46

SUBMITTED BY: Jim MacDonald, Public Works Director

MEETING DATE: January 13, 2020

PROJECT BACKGROUND/DESCRIPTION:

Gunter has completed the construction improvements on 67th Street and staff is requesting the approval to issue a final payment of \$110,617.46. With this final payment the total construction expenditure will be \$2,212,349.14, this is \$10,685.86 under the original construction contract amount of \$2,223,035.00.

The underrun of \$10,685.86 is due to actual placed quantities being less than plan quantities.

Approval of this final payment denotes the City's acceptance of the project and triggers the two-year maintenance warranty period.

CITY COUNCIL GOALS AND OBJECTIVES

3.2 Sustain capital improvement efforts.

FINANCIAL IMPACT

Amount of Contract:	\$2,223,035.00
Amount Budgeted:	\$2,375,000 construction
Funding Source/Account #:	Capital Improvement Fund - Special Sales Tax + Jo Co CARS + I-35 TIF Account #301-0000-511-45.10, GC1901 & GT1901

SUPPORTING DOCUMENTS

ACTION NEEDED/STAFF RECOMMENDATION

Council authorize the final payment to Gunter Construction Company in the amount of \$110,617.46



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Execute an Inter-Local Agreement with Johnson County for Johnson County's County Assistance Road System (CARS) funding of the public improvements to Johnson Drive from Kessler Ln to Mackey St. (CARS Project # 320001322)

SUBMITTED BY: Jim MacDonald, Public Works Director

MEETING DATE: January 13, 2020

PROJECT BACKGROUND/DESCRIPTION:

Staff requested funding from Johnson County's County Assistance Road System (CARS) program for the Johnson Drive Street Improvements from Kessler Ln to Mackey St. The Johnson County Board of County Commissioners adopted the project for construction in 2020.

The estimated project construction cost is \$2,238,000, a portion of which is CARS eligible. The CARS eligible portion (construction and construction engineering) is estimated to be \$1,986,000, CARS will fund 50% of eligible costs up to a maximum of \$993,000.

CITY COUNCIL GOALS AND OBJECTIVES

3.2 Sustain capital improvement efforts.

FINANCIAL IMPACT

Amount of Request/Contract:	N/A
Amount Budgeted:	\$2,238,000, CARS eligible \$1,986,000, maximum CARS reimbursement \$993,000
Funding Source/Account #:	CARS/Special Sales Tax

SUPPORTING DOCUMENTS

CARS Interlocal Agreement

ACTION NEEDED/STAFF RECOMMENDATION

Recommend that City Council authorize the Mayor to sign the Inter-Local Agreement with Johnson County for the County's CARS program on the Johnson Drive Improvements from Kessler Ln to Mackey St.

**Agreement between Johnson County, Kansas,
and the City of Merriam, Kansas, for the Public Improvement of
Johnson Drive from Kessler Lane to Mackey Street
(320001322)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2020 by and between the Board of County Commissioners of Johnson County, Kansas ("Board") and the City of Merriam, Kansas, ("City").

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public improvements to Johnson Drive from Kessler Lane to Mackey Street (the "Project"); and

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

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

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

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

WHEREAS, the governing body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the _____ day of _____, 2020.

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

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

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

a. The estimated cost of the Project (“Project Costs”), a portion of which is reimbursable under this Agreement, is Two Million Two Hundred Thirty Eight Thousand Dollars (\$2,238,000).

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

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

i. The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed Nine Hundred Ninety Three Thousand Dollars (\$993,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the City may be reimbursed through any source other than the general residents or taxpayers of the City. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:

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

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

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

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

3. **Financing**

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

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

- a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the Project Costs.
- b. Submit a copy of the plans and specifications for the Project to the Johnson County Public Works Director for review, prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Public Works Director or his designee shall review the copy of the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
- c. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City. In the solicitation of bids, the appropriate combination of best bids shall be determined by the City.
- d. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.
- e. Submit to the Public Works Director a statement of actual costs and expenses in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the

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

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

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

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

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

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

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City of Merriam harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

5. Acquisition of Real Property for the Project

- a. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- b. The City shall be responsible for the acquisition of any real property, together with improvements thereon, located within the City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. **Duration and Termination of Agreement**

- a. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.b. herein below. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The City shall provide a copy of the Project Administrator's certification to both the Public Works Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.
- b. It is understood and agreed that the Public Works Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project by the City. In the event that the Public Works Director determines that satisfactory progress is not being made on the Project due to the City's breach of this Agreement by not meeting the agreed upon project deadlines or otherwise not complying with the terms of this Agreement, the Public Works Director is authorized to notify the City that it shall have thirty (30) days from receipt of such notification to take steps to cure the breach (the "Cure Period"). It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Public Works Director, that satisfactory progress is not being made on the Project and that the City has not taken sufficient steps to cure the breach during the Cure Period. Should the Board exercise its option as provided herein, it shall send written notice of the same to the City and the Board shall have no further liability or obligation under this Agreement.

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

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

**Board of County Commissioners of
Johnson County, Kansas**

City of Merriam, Kansas

Ed Eilert, Chairman

Ken Sissom, Mayor

Attest:

Attest:

Lynda Sader
Deputy County Clerk

City Clerk

Approved as to form:

Approved as to form:

Robert A. Ford
Assistant County Counselor

City Attorney



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Consider Approval of Proposed 2020 Legislative Agenda

SUBMITTED BY: Chris Engel, city administrator

MEETING DATE: January 13, 2020

PROJECT BACKGROUND/DESCRIPTION:

Each year City Council adopts a legislative agenda that establishes its legislative priorities for the upcoming session. The agenda is the result of discussions with the League of Kansas Municipalities, Northeast Johnson County Chamber, Johnson County, neighboring managers, department heads and the city's legislative lobbyist, Stuart Little. Each item has a note that indicates the items status and what organizations are supporting that item in their 2020 platforms.

The 2020 Draft Agenda incorporates the following new items:

- Asset Forfeiture – seized assets are an additional crime deterrent and seized items should stay at the local level.
- Medical Marijuana – if considered, the city supports its taxation, the regulation of cultivation and processing, and the city's ability to retain some local control.
- Home Rule Authority – in the absence of state interference, local officials can make better decisions that directly benefit residents.
- Mental Health – the city supports additional resources being allocated to mental health.

The remaining items are holdovers from 2019; some are exactly the same, others contain updated wording but no substantial changes.

This draft was reviewed by Stuart Little and he agrees it contains the appropriate items to address.

CITY COUNCIL GOALS AND OBJECTIVES

4.0 Maintain Economic Vitality

FINANCIAL IMPACT

Amount of Request/Contract: n/a

Amount Budgeted: n/a

Funding Source/Account #: n/a

SUPPORTING DOCUMENTS

- 2019 Legislative Agenda
- 2020 DRAFT Legislative Agenda

ACTION NEEDED/STAFF RECOMMENDATION

Recommend approval of the draft 2020 Legislative Agenda as written



CITY OF MERRIAM 2020 LEGISLATIVE AGENDA

DRAFT

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

Approved by the Merriam City Council on: *January xx, 2020*

SALES TAX COLLECTION ON AUTOMOBILES - SAME

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

PREVENTION OF ALTERNATIVE PROPERTY VALUATION – SAME (LKM, JOCO)

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

K-12 EDUCATION FINANCING – SAME (NEJCC)

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

TAX POLICY – SAME (LKM, JOCO, OP)

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

SALES TAX REDUCTION ON FOOD – SAME (JOCO)

We support the gradual lowering of the food sales tax rate to an acceptable level which does not place an undue burden upon our citizens, nor place Kansas grocers at a competitive disadvantage with neighboring states that have a sales tax reduction on food.

COLLECTION OF INTERNET SALES TAX – SAME (LKM, JOCO, OP)

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

COMPREHENSIVE TRANSPORTATION PLAN – UPDATED shortened (LKM, JOCO, OP)

We support full funding of the Kansas comprehensive transportation program. We oppose any use of these funds to balance the state’s General Fund budget. Any reduction in funding jeopardizes existing programs.

STATUTORY PASS-THROUGH FUNDING – UPDATED shortened (LKM, NEJCC, JOCO, OP)

We support the preservation and funding of local government revenues which pass through the State’s treasury, including Local Ad Valorem Property Tax Reduction (LAVTRF), County City Revenue Sharing (CCRS), alcoholic liquor tax

funds and the local portion of motor fuel tax to local governments.

STATEWIDE EXPANSION OF MEDICAID – SAME shortened (NEJCC, JOCO)

We support Medicaid expansion through KanCare in Kansas. Providing Medicaid is the responsibility of the state and federal government. The decision to limit Medicaid expansion has an impact on the citizens of Merriam. Absent the state's participation in Medicaid expansion, local taxpayers are required to pay for certain medical services that would otherwise be covered by Medicaid.

TAX LID REPEAL – UPDATED language (LKM, JOCO, OP)

We support repeal of the tax lid. If repeal of the tax lid does not occur, the cost of elections and timing of the budget approval process, in coordination with such an election, make the tax lid unfeasible. We support removing the election process under the tax lid and replacing with a protest petition. We also support additional exemptions to make the law more workable such as: employee benefit costs, Kansas Public Employees Retirement System (KPERS) costs, Public Building Commission debt, infrastructure, as well as costs for intellectual and developmental disabilities services and mental health services among other items.

LOCAL CONTROL OF RIGHT OF WAY – UPDATED language (LKM, JOCO, OP)

Cities must maintain their ability to regulate the public right-of-way and recover reasonable compensation for use of the right-of-way. We also support the ability of local officials to make land use and zoning decisions within their community, including decisions about the location, placement, size, appearance, and siting of transmission and receiving facilities and any other communications facilities.

KPERS & KP&F FUNDING – UPDATED language (LKM, JOCO, OP)

We support the full funding of the Kansas Public Employees Retirement System (KPERS) and Kansas Police & Fire (KP&F) retirement systems and honoring all commitments that have been made by KPERS and KP&F. The local KPERS system should remain separate from the state and school retirement system. Changes to the KPERS system should not impact a city's ability to hire and retain qualified public employees, including any undue burden on hiring KPERS retirees, or reduce benefits promised to employees.

ASSET FORFEITURE – NEW (LKM, OP)

We support the use of asset forfeiture as an important component in reducing financial gains from criminal acts while providing civil due process. All assets forfeited, or the proceeds of the sale of the same, should remain with the local government that seizes the property.

MEDICAL MARIJUANA – NEW (LKM)

The Kansas Legislature should carefully weigh the impact of medical marijuana on law enforcement and human resources. In addition, medical marijuana should be subject to existing state and local sales tax and cities should be able to levy their own excise fees and receive a portion of any state funds to offset the impact of medical marijuana. Also, cities should have the ability to opt-in to allowing dispensaries in their city. Kansas should only allow the cultivation and processing of medical marijuana and THC in licensed facilities and should not permit residential grow operations.

HOME RULE AUTHORITY – NEW (LKM, NEJCC, JOCO, OP)

Consistent with the Home Rule Amendment of the Kansas Constitution approved by voters in 1960, Merriam supports the retention and strengthening of local home rule authority to allow locally elected officials to conduct the business of the city in a manner that best reflects the desires of their constituents and results in maximum benefit to the community. The city opposes mandated responsibilities from the state without being fully funded.

MENTAL HEALTH – NEW (LKM, JOCO, OP)

We support allocating additional resources for mental health programs. Funds should be allocated for community mental health centers and additional bed space for patients with mental health issues.



CITY OF MERRIAM 2019 LEGISLATIVE AGENDA

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

Approved by the Merriam City Council on: January 14, 2019

SALES TAX COLLECTION ON AUTOMOBILES

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

PREVENTION OF ALTERNATIVE PROPERTY VALUATION

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

K-12 EDUCATION FINANCING

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

STATEWIDE EXPANSION OF MEDICAID

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

TAX POLICY

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

COLLECTION OF COMPENSATING USE TAX ON REMOTE SALES

We support the collection of internet sales tax using existing methods/formulas to distribute revenue to the appropriate state and local governments. In *Wayfair Inc. vs. South Dakota (2018)*, the Supreme Court ruled that governments should be able to tax entities regardless of whether or not they have physical presence in the state.

KPERS FUNDING

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

COMPREHENSIVE TRANSPORTATION PLAN

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

ADOPTION OF PREVIOUS EXEMPTIONS TO THE PROPERTY TAX LID

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

STATUTORY PASS-THROUGH FUNDING

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

LOCAL CONTROL OF RIGHT OF WAY

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

SALES TAX REDUCTION ON FOOD

We support the gradual lowering of the food sales tax rate to an acceptable level which does not place an undue burden upon our citizens, nor place Kansas grocers at a competitive disadvantage with neighboring states that have a sales tax reduction on food.



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Consider approval of Pro Source of Kansas City West to replace carpet in City Hall and Fire Department

SUBMITTED BY: Jim MacDonald, Public Works Director

MEETING DATE: January 13, 2020

PROJECT BACKGROUND/DESCRIPTION:

On December 19th, staff requested bids to replace approximately 1825 sq. yds of carpet in City Hall and Fire Department. This includes the removal and disposal of all existing carpet and the installation of Shaw Commercial grade carpet tiles with matching cove base. The existing carpet was installed in 2004 during the remodel of City Hall.

The proposals were as follows:

Contractor	Quote
ProSource of Kansas City West	\$74,724.96
Weber Carpet Commercial Division	\$83,413.74
City Wide Maintenance Company	\$108,000.00

In the 2019 Equipment reserve fund we budgeted \$35,000.00 for carpet replacement and \$50,000.00 for City Hall roof repairs. The carpet replacement was underbudgeted and it was determined that the roof replacement could wait another few years. We have \$85,000.00 of unused funds from 2019 that we would like to utilize for this purchase.

All proposals have been checked for accuracy with Pro Source of Kansas City West being the best and low bidder. We recommend the Contract be awarded to Pro Source of Kansas City West. It is recommended to add 5% contingency to the accepted quote.

CITY COUNCIL GOALS AND OBJECTIVES

Improve Physical Conditions and Property Values

FINANCIAL IMPACT

Amount of Contract: \$78,657.85 including 5% contingency

Amount Budgeted: \$85,000.00 unspent from 2019 Equipment Reserve Fund

Funding Source/Account #: Equipment Reserve Fund 222-1000-419-7499

SUPPORTING DOCUMENTS

ACTION NEEDED/STAFF RECOMMENDATION

Council award the carpet replacement contract to Pro Source of Kansas City West in the amount of \$78,657.85



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Merriam Dolphins Swim and Dive Team Agreement

SUBMITTED BY: Anna Slocum, Director Parks and Recreation

MEETING DATE: January 13, 2020

PROJECT BACKGROUND/DESCRIPTION:

Although it is the goal of staff to have the new pools fully operational by Memorial Day 2020, construction is dependent upon unpredictable and uncontrollable factors. In an effort to ensure a contingency plan, staff approached the City of Overland Park to create an interlocal agreement that will allow the team to utilize Young's Pool located at 77th St and Antioch if needed.

The agreement allows for the team to access five 25-yard lanes for swim practice, with access to two diving boards immediately following swim practice. Access to starting blocks in the 50-meter pool will be scheduled with coaching staff as needed. In addition to pool access, athletes will have access and use of restrooms, deck space for dry-land exercises, and a small closet for storage. Athletes will have access to the facility 15 minutes prior to the start of practice and will need to vacate the pool area upon completion of practice to allow the facility time to prepare for daily operation.

The agreement begins June 1 and is written to cover the entire 6-week season in the event it is required. Both parties have the ability to cancel the agreement in writing with a 30-day notice. Overland Park has requested \$2,000 rental fee for use of facility.

CITY COUNCIL GOALS AND OBJECTIVES

Enhance Community Identity and Connections

FINANCIAL IMPACT

Amount of Request/Contract: \$2,000

Amount Budgeted: \$2,000

Funding Source/Account #: General Fund Culture & Recreation New Community Center
(001.5020.450)

SUPPORTING DOCUMENTS

Facility Use Agreement

ACTION NEEDED/STAFF RECOMMENDATION

Approval of Interlocal Agreement with Overland Park for the 2020 Facility Use Agreement for Young's Pool for Merriam Dolphin Swim and Dive Team.

**FACILITY USAGE AGREEMENT
MERRIAM DOLPHINS SWIM AND DIVE TEAM**

THIS AGREEMENT, made and entered into this ____ day of _____, 2019~~20~~, by and between the CITY OF MERRIAM, KANSAS, hereinafter referred to as "Merriam," and the CITY OF OVERLAND PARK, KANSAS, hereinafter referred to as "OP".

WITNESSETH:

WHEREAS, K.S.A. 12-2908 authorizes municipalities to contract with each other to perform any governmental service, activity, or undertaking which each contracting municipality is authorized to perform, and such contract shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901 et seq.; and

WHEREAS, Merriam desires to use a portion of OP's Young's Pool located at 8421 W 77th St, Overland Park, Kansas (hereinafter the "Facility") during the summer of 2019~~20~~ for a practice facility of the Merriam Dolphins Swim and Dive team program (hereinafter the "Swim & Dive Team") because Merriam is constructing a new community center with indoor / outdoor aquatics; and

WHEREAS, OP agrees that the aforesaid swim and dive team program has been a long standing tradition and provides a valuable service to the residents of Merriam and wishes to aid Merriam by supplying a portion of the Facility to allow for practices during the construction of the new community center with indoor / outdoor aquatics;

NOW, THEREFORE, pursuant to K.S.A. 12-2908, and in consideration of the foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable consideration, the parties agree as follows:

1. ~~Merriam~~The Swim & Swim & Dive Team shall have the use of the Facility's five lanes of the 25-yard pool for swim practice Monday – Friday 9 am – 10:30 am and access to two diving boards Monday – Friday from 10:30 am – 11:45 am. Access to starting blocks in the 50-meter pool to practice starts only as needed after an agreed upon schedule with the OP coaching staff. Use of the Facility, as outlined in this Agreement, begins June 31, 2019~~20~~ and ends upon the completion of All-City competitions in July 2019~~20~~. Such use of the Facility shall include use of the following:
 - a. Access and use of restrooms
 - b. 25-yard pool and dive well, staffed according to Starguard Standards
 - c. Deck space for dry land practice
 - d. Small closet area to store cart containing practice equipment
 - e. Deck space for parents observing practice
 - f. Mutually agreed upon limited-use of starting block in 50-meter pool

2. The Facility shall be available to the Swim & Dive Team between the hours of 8:45 am and 11:45 am, Monday through Friday June ~~31, 2019~~2020 through All-City Competitions in mid-July ~~2019~~2020, excluding Independence Day.
3. Merriam shall provide a Head Swim Team Coach, Assistant Swim Team Coach, and a Head Dive Coach (hereinafter the "Coaches") to oversee the day-to-day ~~Swim & Dive~~Swim & Dive Team practices while at the Facility. The Coaches shall be responsible for ensuring cleanliness of the area after each practice. The Coaches shall not be considered employees, contractors or agents of OP but instead are the employees, contractors or agents of Merriam.
4. OP will provide the lane lines for five lap-lanes of the 25-yard pool and required lifeguards for monitoring practice spaces. OP will install the lane lines in the pool before the start of each practice. The Swim & Dive Team will remove the lane lines at the conclusion of practice each day.
5. The Coaches will communicate practice cancellations because of weather by 8:30am for swim and by 10 am for dive to OP. If a weather event occurs during practice, including lightening within a 12-mile range, the Swim & Dive Team will follow OP's weather policy.
6. The Coaches and the Facility's recreation/management staff will meet at least one time per week to discuss and coordinate scheduling related to starting block practice, OP hosted swim meets, and the Swim & Dive Team's traveling schedule. Merriam shall be responsible for and pay for any damage to the Facility to the extent such damage is directly caused by a negligent or intentional act, error, or omission of Merriam's employees or invitees.
7. The Swim & Dive Team program provided by Merriam shall include: a pre-competitive team, a competitive team, and a dive team. Team enrollment during the 201~~89~~90 season was ~~5134~~5134 athletes. Merriam does not anticipate any changes to this service, but if registration is less than 20 athletes or the new community center with indoor / outdoor aquatics is completed prior to the start of the season, Merriam has the right to cancel with at least 30-days written notice to OP.
8. Merriam shall pay \$2,000 to OP for the use of the Facilities as described in this Agreement. Payment in full shall be made on or before June ~~31, 2019~~2020 or the first day of practice. This Agreement may, at the option of OP, be terminated upon 30-days written notice if: (1) the Facility is sold; (2) the Facility and real property thereunder is determined to be subject to ad valorem real property taxes; or (3) OP does not appropriate and fund sufficient amounts to operate and keep the Facility open for the ~~2019~~2020 season.
9. The Coaches will make themselves familiar with and will follow all Facility emergency policies. If an emergency occurs, the Head Swim Team Coach or Dive Coach must notify the OP Facility Manager in some manner as soon as reasonably possible. Notifying Facility staff as soon as reasonably possible will allow the staff to offer assistance in directing emergency personnel and possibly providing assistance with the situation.

10. OP agrees to provide light, electricity, proper water chemistry, and janitorial services at the Facility, including disposal of trash, Facility cleaning (except as provided in Section 3), and maintenance of the sidewalks and parking area around the Facility.
11. All rules for use of the Facility established by OP will be enforced in relation to the Swim & Dive Team. OP shall provide Merriam with a copy of such rules upon the execution of this Agreement, and amendments thereto and when promulgated.
12. The Facility shall remain the property of OP. Merriam may not install any fixtures or make physical changes to the premises of the Facility.
13. Any program equipment used by the Swim & Dive Team will be owned by Merriam. No equipment will be jointly owned. If this Agreement is terminated, all property shall be returned to the respective owner. All equipment owned by Merriam with a value over \$200.00 shall show owner designation. The maintenance, repair, replacement, and general upkeep of equipment shall be the responsibility of the respective owner except as otherwise provided in this Agreement.
14. OP shall inspect the portion of the Facility that is occupied by Merriam on a daily basis to ensure the Facility meets the standards expected for daily patron use.
15. This Agreement shall not be assigned, transferred, or sold, nor the Facility herein leased or sublet by Merriam or to any other party, agency, or corporation, in whole or part, except with the express written consent of OP.
16. Merriam does hereby agree to comply with all laws of the United States of America and the State of Kansas and all ordinances, or regulations governing Merriam's operation of its Swim Team. Merriam further agrees to obtain all required licenses and permits and maintain such for the term of this Agreement.
17. To the extent permitted by Kansas law, Merriam agrees to indemnify, defend and to hold OP harmless from and against all costs, expenses, claims, and liabilities arising from any accident, injury, or damage to person or property in or about the Facility to the extent such accident, injury, or damage is directly caused by a negligent or intentional act or omission of Merriam, its officers, employees or agents; provided, that in no event shall Merriam be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., and amendments hereto.
18. Insurance -
 - A. General: Merriam will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Merriam will provide certificates of insurance and renewals thereof on forms acceptable to OP. "The City of Overland Park" shall be listed as an additional insured on the Commercial General Liability.

B. Commercial General Liability:

Limits -

Each Occurrence:	\$500,000
Personal & Advertising Injury:	\$500,000
General Aggregate:	\$1,000,000

C. Worker's Compensation: This insurance will protect Merriam against all claims under applicable state workers' compensation laws. Merriam will also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits must not be less than the following:

Workers' Compensation:	Statutory
Employers Liability -	
Bodily Injury by Accident:	\$ 100,000 Each Accident
Bodily Injury by Disease:	\$ 500,000 Policy Limit
Bodily Injury by Disease:	\$ 100,000 Each Employee

D. Industry Ratings: City will only accept coverage from an insurance carrier who is authorized in Kansas and maintains an AM Best rating of A-:VIII or higher; or is a company mutually agreed upon by City and Merriam.

19. It is the intent of the parties hereto in the preparation and execution of this Agreement to avoid a conflict with the applicable law or regulations of the State of Kansas; and if any provision herein is found to be in conflict with any state law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such provision had not been written or made a part hereof.
20. It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representative of OP and Merriam; and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever, this written Agreement. This Agreement shall not be altered, amended, changed, or otherwise modified except in writing signed by all parties to the Agreement.
21. The Agreement may be amended upon mutual written consent of the parties hereto.
22. Unless otherwise terminated pursuant to Sections 7 or 8 hereof, either party may terminate this Agreement by giving the other party written notice of such termination 60 days prior to the date upon which said party desires to terminate this Agreement.
23. The failure to enforce or remedy any noncompliance of the terms and conditions of this Agreement shall not constitute a waiver of either party's rights or a waiver of the obligation as herein provided.
24. Each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other circumstances beyond either party's control.

25. This Agreement shall not create any rights to enforcement of the provisions herein to any person or entity that is not a party to this Agreement.

26. This Agreement shall be construed in accordance with the laws of the State of Kansas.

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

CITY OF MERRIAM, KANSAS

CITY OF OVERLAND PARK, KANSAS

By: _____
Ken Sissom, Mayor

By: _____
Carl R. Gerlach, Mayor

ATTEST:

ATTEST:

Juliana Pinnick, City Clerk

Elizabeth Kelley, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

| _____
~~Nicole Proulx Aiken~~ Ryan Denk, City Attorney

Stephen B. Horner,
Sr. Assistant City Attorney



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Consider approval of Letter of Understanding between the Cities of Merriam, Mission, Fairway, Leawood, Prairie Village, and Roeland Park for use of agency city pools during swim and dive meets.

SUBMITTED BY: Anna Slocum, Director of Parks and Recreation

MEETING DATE: January 13, 2020

PROJECT BACKGROUND/DESCRIPTION:

In 2009, a Letter of Understanding between the same cities that participate in Super Pass introduced an agreement providing an option for resident and non-resident members of each city outdoor pool access to a participating pool during normal business hours on days when their home pool is closed to the public to host a home swim or dive meet. Members of the host pool would gain admission, at no additional cost, to a non-hosting pool by producing their city issued membership card.

Changes to the agreement for 2020 include:

1. Removal of JCPRD from agreement as operator of Roeland Park aquatic facility.
2. Verbiage stating that visitors to Merriam Community Center will receive an indelible stamp indicating access to outdoor aquatic facilities only.
3. Verbiage stating that it will be the responsibility of the hosting agency to notify patrons that passes will not be accepted at Merriam if the outdoor pool is closed.

The Parks and Recreation Advisory Board approved this agreement at their November 26th meeting.

CITY COUNCIL GOALS AND OBJECTIVES

Provide Exceptional Service Delivery

FINANCIAL IMPACT

Amount of Request/Contract: NA

Amount Budgeted: NA

Funding Source/Account #: NA

SUPPORTING DOCUMENTS

2020 Swim Meet Letter of Understanding

ACTION NEEDED/STAFF RECOMMENDATION

Recommend approval of letter of Understanding between the cities of Merriam, Fairway, Mission, Leawood, Prairie Village, and Roeland Park for use of agency city pools during swim and dive meets.

Letter of Understanding

This UNDERSTANDING (“Understanding”) is made and entered into this day of _____, by and between the ~~Johnson County Park & Recreation District and the Cities of Fairway, Leawood, Prairie Village, Roeland Park, Mission and Merriam~~ (individually referred to as “Hosting Agency and collectively as “Hosting Agencies”), for the following arrangement (the "Arrangement"): On days when an agency hosts a swim or dive meet, all other non-hosting agencies will honor host agency memberships.

RECITALS

1. The Hosting Agencies recognize the importance of cooperation for the purposes of providing high quality services to their constituents; and
2. Each of the Hosting Agencies is involved in the Johnson County Swim and Dive League or the MOKAN Swim and Dive League.

CONDITIONS

1. This Arrangement shall only apply to the ~~2018-2020~~ swim and dive team season from the beginning of June to the end of July.
2. This Arrangement is only applicable on days when a Hosting Agency must be closed during regular business hours to host a meet.
3. Members of the Hosting Agencies may gain admission, at no cost, to any non-Hosting Agency’s outdoor swimming pool facilities by providing agency issued membership identification.
 - i. Visitors to Merriam will receive an indelible stamp indicating access to outdoor aquatic facilities only.
4. Non-Hosting Agencies will honor host agency memberships during ALL regular business hours on meet days.
 - 3.i. Each Hosting Agency will notify patrons that passes will not be accepted at Merriam if the outdoor pool is closed.
- 4.5. Any Hosting Agency may “opt out” of this Arrangement by providing written notice to each other Hosting Agency. Hosting Agencies shall meet at the end of the season to evaluate the success of the Arrangement and determine participation for the ~~2019-2020~~ season.
- 5.6. The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and

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functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

[signatures]

CITY OF FAIRWAY, KANSAS

By: _____
Melanie Hepperly, Mayor

Attest: _____

CITY OF LEAWOOD, KANSAS

By: _____
Peggy Dunn, Mayor

Attest: _____

CITY OF MERRIAM, KANSAS

By: _____
Ken Sissom, Mayor

Attest: _____

CITY OF MISSION, KANSAS

By: _____
Ron Appletoft, Mayor

Attest: _____



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Consider modifying City Code Chapter 47; Article IV; Section 47-135 – 47-137 City Swimming Pool and Chapter 47; Article V; Section 47 -138 – 47-160 Community Center.

SUBMITTED BY: Anna Slocum, Director of Parks and Recreation

MEETING DATE: January 13, 2020

PROJECT BACKGROUND/DESCRIPTION:

Chapter 47; Article IV; Section 47–135 – Section 47-137 City Swimming Pool and Chapter 47; Article V; Section 47-138 – 47-160 Community Center is in need of updating to reflect changes occurring with existing facilities. Staff is recommending the following changes to the Municipal Code.

1. Article IV renamed Community Center.
2. Section 47-135 Availability of facilities change swimming pool to community center and allow the Parks and Recreation Advisory Board the authority to review the specific rules governing the operation of the center annually.
3. Sec. 47 – 136 Waiver of use –
 - (a) Policy- strike municipal pool and change to community center; strike employees from municipal code as the benefit is addressed in the Employee Handbook Chapter 6, Miscellaneous Fringe Benefit Section 6.02.
 - (b) Application for annual membership – strike annual pool and change to annual community center; strike information related to employees and families; strike information related to identification cards as those a required operational practice.
 - (c) Termination of privileges – strike information related to employment and better define city-appointed advisory boards or commissions and elected and appointed positions.
4. Sect 47 – 137 Violations – strike pool manager and change to parks and recreation director; strike swimming pool and change to community center.
5. Article V. Section 47 – 158 – Sec 47 -160 strike community center and title as Reserved for future use.

CITY COUNCIL GOALS AND OBJECTIVES

FINANCIAL IMPACT

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

SUPPORTING DOCUMENTS

Red-lined Municipal Code –Chapter 47; Article IV. Sec 47-135 – Sec.47-137 and Article V. Sec 47-158 – Sec 47-160

ACTION NEEDED/STAFF RECOMMENDATION

Recommend the change in ordinance Chapter 47; Article IV; Section 47-135 – Section 47-137 City Swimming Pool and Article V. Section 47-158 – Section 47 -160; Community Center.

ARTICLE IV. - ~~CITY SWIMMING POOL COMMUNITY CENTER~~

Sec. 47-135. - Availability of facilities.

The ~~city swimming pool community center~~ shall be open to the residents of the city and others as described in the operating policies approved by the city council ~~annually~~ and as provided by the rules and regulations of local and state agencies. ~~A listing of specific rules governing the operation of the community center shall be reviewed as necessary by the Park and Recreation Advisory Board.~~

(Code 1967, §§ 19-31, 19-35; Ord. No. 1242, § 2, 5-22-1995)

Sec. 47-136. - Waiver of use for city officials ~~and employees.~~

- (a) *Policy.* It is the policy of the city to provide the use of the ~~municipal pool community center~~ ~~to full-time and part-time employees, and~~ all city-appointed advisory boards or commission members and all elected and appointed officials, and their immediate family members with the charges and fees to be waived as provided in this section.
- (b) *Application for annual membership; identification cards.* Such individuals shall make application for an ~~annual annual pool community center~~ membership upon standard forms. Identification cards shall be issued ~~to employees and their family members upon payment of an identification card fee. There shall be no charge for identification cards for the city council or committee members.~~
- (c) *Termination of use privileges, upon discontinuance of city employment.* Authorized use of the ~~community center membership pool facilities~~ shall be discontinued following ~~resignation or termination of city employment or resignation from city-appointed advisory board or commission and elected and appointed position, council or city committees.~~

(Code 1967, § 19-35; Ord. No. 1242, § 2, 5-22-1995)

Sec. 47-137. - Violations.

Any person violating any of the provisions of this article may be charged with a violation of this Code; provided that nothing herein shall be construed to deny the authority of the ~~parks and recreation director pool manager~~ or ~~their~~ designee to exclude a person therefrom whose conduct is not in accordance with the rules governing the operation of the ~~community center, swimming pool.~~

(Code 1967, § 19-34; Ord. No. 1242, § 2, 5-22-1995)

Secs. 47-138—47-157. - Reserved.

ARTICLE V. - ~~COMMUNITY CENTER RESERVED~~

~~Sec. 47-158. — Open to public use.~~

~~The community center shall be open to the residents of the city and others as enumerated herein and as the city council may from time to time authorize.~~

~~(Code 1967, § 19-36; Ord. No. 1242, § 3, 5-22-1995)~~

~~Sec. 47-159. — Use for residents and certain city officials and employees.~~

~~The community center shall be available for use to residents of the city and others as described within the operating policies approved by the city council annually and as provided by the rules and regulations of local and state agencies.~~

~~(1) — It shall be the policy of the city to provide the use of the health club to full-time and part-time employees, and all city-appointed advisory boards or commission members and all elected and appointed officials and their immediate family members with the charges and fees to be waived under the conditions hereinafter stated.~~

~~(2) — Such individuals shall make application for a health club membership upon standard forms. Identification cards shall be issued to employees and their family members upon payment of identification card fee. There shall be no charge for identification cards for the city council or council committee members.~~

~~(3) — Authorized use of the health club facilities shall be discontinued following resignation or termination by employees, or by resignation from city council or city boards.~~

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~~(Code 1967, § 19-40; Ord. No. 1242, § 3, 5-22-1995)~~

~~Sec. 47-160. Violations.~~

~~(a) Any person violating any of the provisions of this article may be charged with a violation of this Code, provided, that nothing herein shall be construed to deny the authority of the director of parks and recreation or his designee, to exclude a person therefrom whose conduct is not in accordance with the rules governing the operation of the community center.~~

~~(b) A listing of specific rules governing the operation of the community center shall be reviewed as necessary by the park and recreation advisory board.~~

~~(Code 1967, § 19-38; Ord. No. 1242, § 3, 5-22-1995)~~

Secs. 47-161—47-188. - Reserved.

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ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 47, ARTICLE IV AND REPEALING ARTICLE V. OF THE CODE OF ORDINANCES OF THE CITY OF MERRIAM, KANSAS CONCERNING ISSUANCE OF OCCUPATIONAL LICENSES.

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

Section 1. That section 47-135 of the Code of Ordinances, City of Merriam, Kansas, is hereby amended to read as follows:

Sec. 47-135. - Availability of facilities.

The community center shall be open to the residents of the city and others as described in the operating policies approved by the city council and as provided by the rules and regulations of local and state agencies. A listing of specific rules governing the operation of the community center shall be reviewed as necessary by the park and recreation advisory board.

Section 2. That section 47-136 of the Code of Ordinances, City of Merriam, Kansas is hereby amended to read as follows:

Sec. 47-136. - Waiver of use for city officials.

- (a) *Policy.* It is the policy of the city to provide the use of the community center to all city-appointed advisory boards or commission members and all elected and appointed officials, and their immediate family members with the charges and fees to be waived as provided in this section.
- (b) *Application for annual membership; identification cards.* Such individuals shall make application for an annual community center membership upon standard forms. Identification cards shall be issued.
- (c) *Termination of use privileges.* Authorized use of the community center membership shall be discontinued following resignation from city-appointed advisory boards or commissions and elected and appointed positions,

Section 3. That section 47-137 of the Code of Ordinances, City of Merriam, Kansas is hereby amended to read as follows:

Sec. 47-137. - Violations.

Any person violating any of the provisions of this article may be charged with a violation of this Code; provided that nothing herein shall be construed to deny the authority of the parks and recreation director or their designee to exclude a person therefrom whose conduct is not in accordance with the rules governing the operation of the community center.

Section 4. 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 5. Repeal. That Article V. of the Code of Ordinances, City of Merriam, Kansas, as it existed before the above amendment is hereby repealed.

Section 6. Existing Sections. Those sections of Chapter 47 of the Code of Ordinances, City of Merriam, Kansas not heretofore repealed shall remain in full force and effect.

Section 7. 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 _____, 2019.

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

Ken Sissom, Mayor

ATTEST:

Juliana Pinnick, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

CITY OF MERRIAM, KANSAS

MONTHLY FINANCIAL REPORT

Finance Department



City of Merriam, KS
Monthly Financial Report - Executive Summary
December 2019

Revenues

	Current Month	YTD	YTD	Over/(Under)
	Actual	Actual	Budget/Est	YTD Budget/Est
Various Funds:				
1% City Sales Tax	\$ 641,834	\$ 6,299,759	\$ 5,857,248	\$ 442,511
1/4% City Sales Tax-Storm/Street	165,968	1,635,705	1,526,358	109,346
1/4% City Sales Tax-Rec. Facilities	165,968	1,635,705	1,526,358	109,346
City Use Tax	56,712	636,025	540,000	96,025
County Sales Taxes - All	176,796	1,702,924	1,730,000	(27,076)
Real Property Taxes - Gen Fund	\$ -	\$ 4,787,407	\$ 4,789,471	\$ (2,064)
Transient Guest Tax	-	321,695	306,124	15,571
Franchise Fees	142,408	1,315,214	1,356,490	(41,276)
Court Fines	73,244	754,856	925,000	(170,144)

Expenditures

<i>General Fund - only:</i>	Current Mo.	Monthly	Over/(Under)	Year to Date	Year to Date	Over/(Under)
	Actual	Bud/Est	Bud/Est	Actual	Bud/Est	YTD Bud/Est
Salaries and Benefits	\$ 514,016	\$ 677,634	\$ (163,617)	\$ 7,904,906	\$ 8,131,605	\$ (226,699)
Contractual Services:						
OP Fire Services	-	216,369	(216,369)	1,578,084	2,596,430	(1,018,346)
Utilities	63,954	35,903	28,050	369,929	430,841	(60,912)
Legal	11,572	6,250	5,322	52,075	75,000	(22,925)
Property Maint	50,644	54,683	(4,039)	538,240	656,195	(117,955)
Specific Contractual*	15,800	19,818	(4,018)	212,877	237,815	(24,938)
Other Contractual	69,195	75,133	(5,937)	764,151	901,590	(137,439)
Commodities:						
Gasoline/Diesel Fuel	4,892	10,452	(5,560)	97,194	125,420	(28,226)
Other Commodities	62,685	43,635	19,050	461,709	523,619	(61,910)

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

Comments:

- Year-to-date 1% and ¼% City sales taxes are 7.42% (\$661,205) better than revised 2019 budget estimates.
- Additional 2019 sales taxes and will be received in January and February 2020.
- Year-to-date 1% and ¼% City sales taxes are 1.25% (\$118,391) more than prior year actual.
 - Auto sales are 3.46% more than prior year actual.
 - Merriam Town Center/Johnson Drive sales are 7.04% less than prior year actual.
 - Other categories are 4.66% more than prior year actual.
- Additional 2019 expenditures will be recorded and paid through January 2020 as invoices are received.

City of Merriam, KS
Monthly Financial Report - Executive Summary
December 2019

Equipment Purchases >\$5,000

Month	Description	Amount
January	Fire – aerial fire truck	\$893,718
February	Police – 2019 Toyota Camry	\$25,300
	Public Works – pressure washer	\$8,274
March	None	\$0
April	Police – tablets and keyboards for police cars	\$52,437
May	Police – body and in-car cameras	\$85,977
	Public Works – two snow plows	\$28,230
June	None	\$0
July	City Hall – ADA compliant front door opener	\$5,842
	Police – body cameras and in-car cameras (final payment)	\$42,266
	Police – server	\$15,055
	Public Works – 2019 Ford F550 truck	\$45,874
August	Public Works – salt/sand spreader	\$32,894
September	None	\$0
October	None	\$0
November	None	\$0
December	None	\$0

Cash and Investment Balances

FHLB = Federal Home Loan Bank	\$ 15,694,000	37%
FHLMC = Federal Home Loan Mortgage Corp.	2,800,000	7%
FNMA = Federal National Mortgage Assn.	1,300,000	3%
FFCB = Federal Farm Credit Bank	4,750,000	11%
US Treasury Bills	7,435,000	17%
Municipal Bonds	100,000	0%
Bank of Blue Valley NOW Account	5,685,878	13%
TD Ameritrade MMA	366,380	1%
Total Investments	<u>38,131,258</u>	89%
US Bank Cash Account	4,381,674	11%
Total Cash plus Investments	<u><u>\$ 42,548,652</u></u>	100%

City of Merriam, KS
Monthly Financial Report - Executive Summary
December 2019

FAQ's

Question: What is the City Sales Tax rate effective January 1, 2019?

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

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

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

Question: What is the City's bond rating?

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

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

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

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

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

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

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

Question: How many households are in the City?

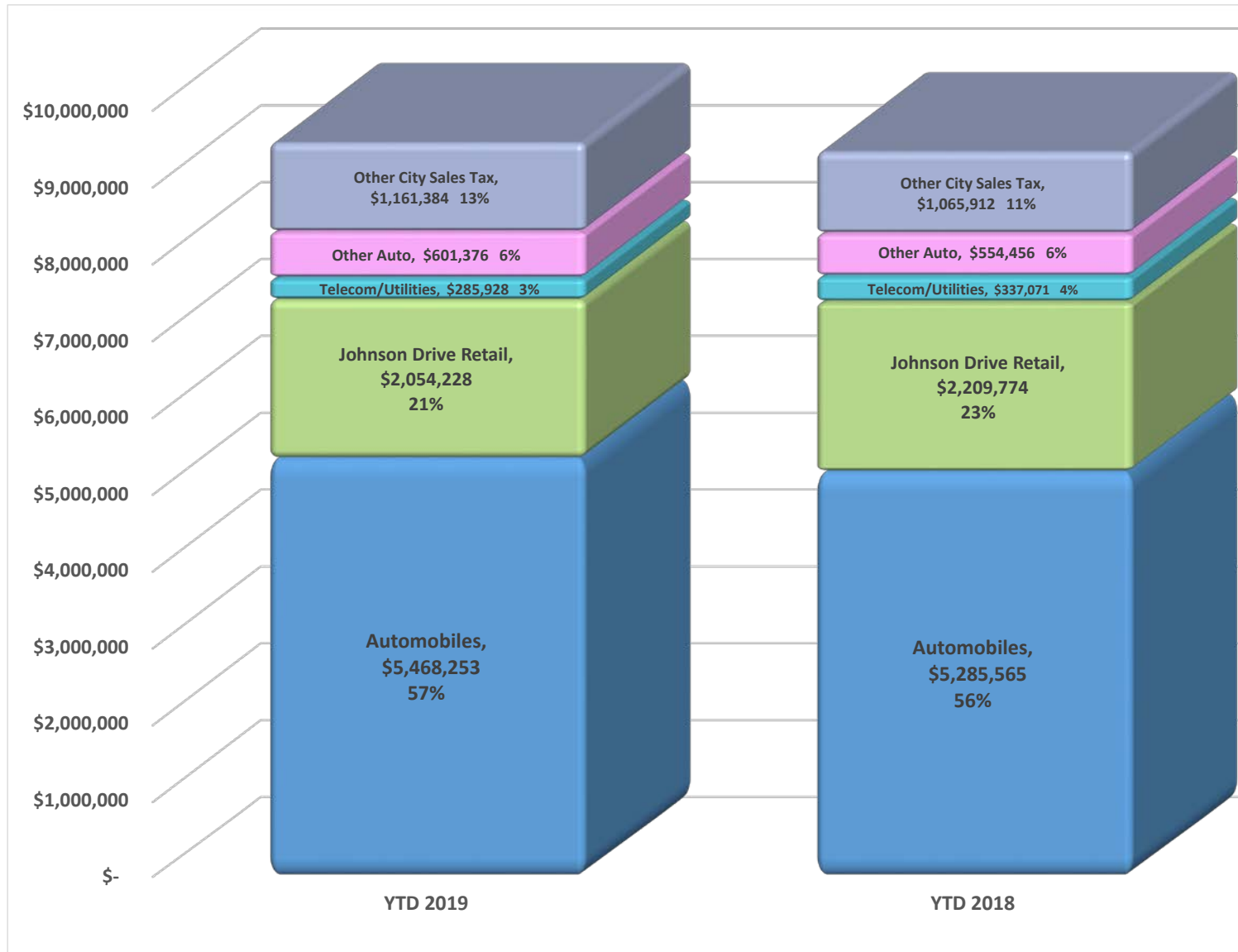
Answer: **5,224 households** (homes and apartments) per the 2010 U.S. Census Bureau

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

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

City of Merriam Sales Tax Comparison - 1.50%

YTD 2019 vs 2018



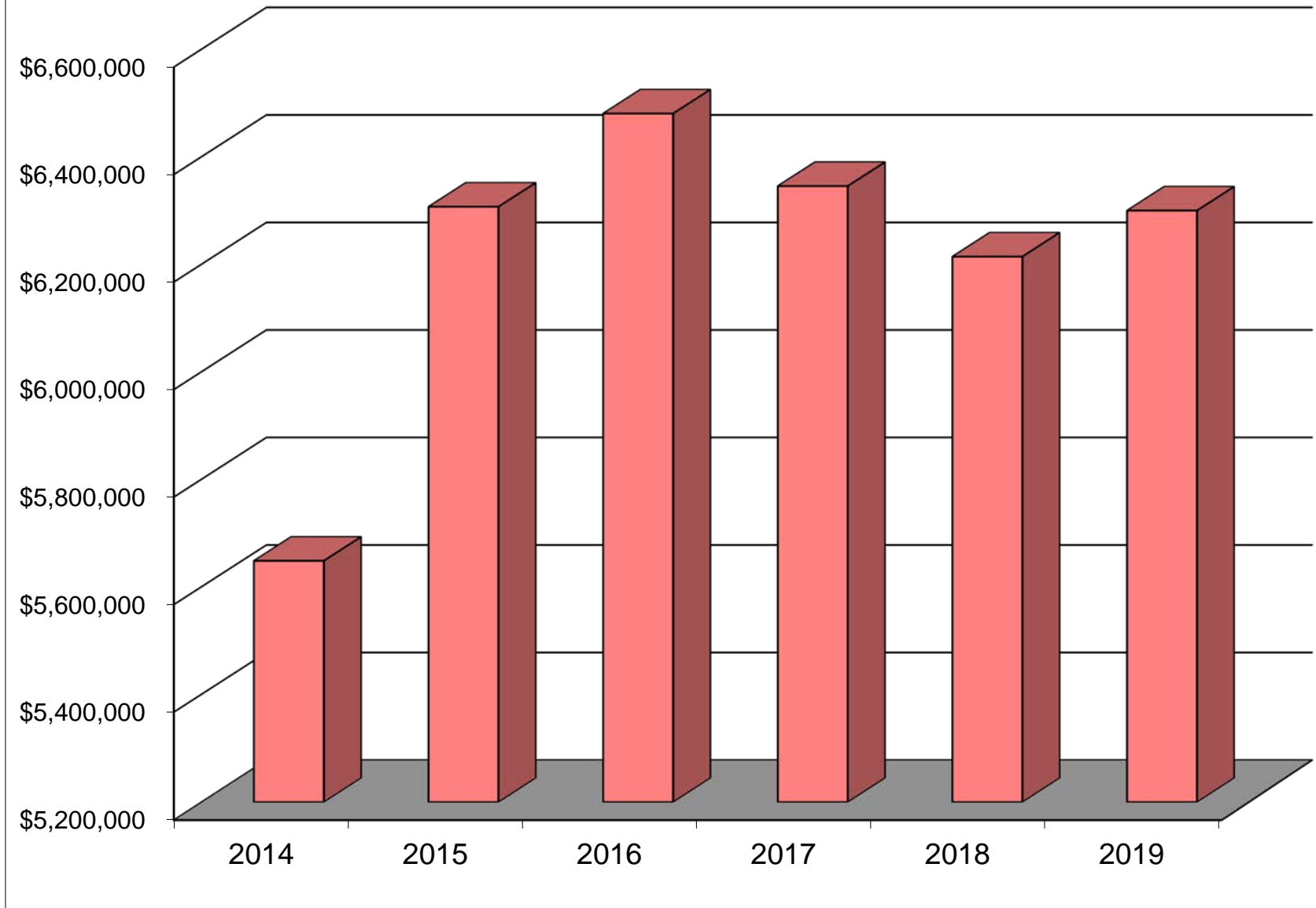
**CITY SALES TAX
(Regular 1%)**

Through: December 2019

Month Collected/Received	2014	2015	2016	2017	2018	2019	Comparison 2018 and 2019	Average 2014-2018
Jan/Mar	514,624	574,826	626,971	590,980	529,653	512,063	(17,590)	567,411
Feb/Apr	474,790	540,376	584,229	553,045	610,842	503,377	(107,465)	552,657
Mar/May	524,471	642,235	642,086	652,197	607,156	630,541	23,385	613,629
Apr/Jun	567,008	595,856	592,501	563,111	659,115	610,285	(48,829)	595,518
May/Jul	581,045	660,892	716,216	649,771	639,703	691,884	52,180	649,525
Jun/Aug	563,690	633,770	647,874	674,524	682,140	607,254	(74,886)	640,400
Jul/Sep	615,287	731,544	699,215	689,032	639,170	716,844	77,674	674,849
Aug/Oct	678,215	661,643	700,659	684,371	678,628	710,821	32,193	680,703
Sep/Nov	586,979	629,899	649,729	616,925	559,224	674,855	115,631	608,551
Oct/Dec	542,114	635,858	620,828	671,424	608,523	641,834	33,312	615,749
Nov/Jan	615,561	581,579	637,878	605,124	581,531			604,335
Dec/Feb	651,082	560,790	709,381	646,873	586,944			631,014
Total	6,914,867	7,449,269	7,827,566	7,597,377	7,382,628	6,299,759	85,605	7,434,341
YTD	2014	2015	2016	2017	2018	2019		
December 2019	5,648,224	6,306,900	6,480,307	6,345,380	6,214,154	6,299,759		

Average Collections Between 2014-2018	\$ 7,434,341
Estimated 2019	7,028,697
Estimate Based on Current Collection Rate	7,559,711
Over/(Under) at Current Collection Rate	\$ 531,014

1% City Sales Tax Year to Date Comparison 2014-2019 (use tax not included)



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

Through: December 2019

Month Collected/Received	2014	2015	2016	2017	2018	2019	Comparison 2018 and 2019	Average 2014-2018
Jan/Mar	128,656	152,492	164,631	154,253	132,413	133,669	1,256	146,489
Feb/Apr	118,698	141,914	152,386	144,300	164,546	130,861	(33,685)	144,369
Mar/May	131,118	169,300	168,082	170,416	159,202	164,727	5,525	159,624
Apr/Jun	141,752	156,225	154,910	147,382	170,844	157,524	(13,320)	154,223
May/Jul	145,261	174,068	186,266	169,174	165,851	179,027	13,176	168,124
Jun/Aug	140,922	166,285	168,850	174,953	176,365	156,678	(19,687)	165,475
Jul/Sep	153,822	192,521	183,734	181,187	166,252	187,897	21,644	175,503
Aug/Oct	169,554	175,751	183,791	179,181	179,911	185,470	5,559	177,638
Sep/Nov	156,019	164,616	168,726	160,589	146,113	173,883	27,770	159,212
Oct/Dec	144,999	165,560	161,727	174,106	157,815	165,968	8,153	160,842
Nov/Jan	163,812	152,292	166,504	157,629	151,339			158,315
Dec/Feb	171,669	147,535	184,485	168,684	153,380			165,151
Total	1,766,283	1,958,559	2,044,092	1,981,855	1,924,031	1,635,705	16,392	1,934,964
YTD	2014	2015	2016	2017	2018	2019		
December 2019	1,430,802	1,658,732	1,693,103	1,655,542	1,619,312	1,635,705		

Average Collections Between 2014-2018	\$ 1,934,964
Estimated 2019	1,831,630
Estimate Based on Current Collection Rate	1,962,846
Over/(Under) at Current Collection Rate	\$ 131,216

CITY SALES TAX
(1/4% - Recreational Facilities, effective Jan 1, 2018, ending Dec 31, 2027)

Through: December 2019

Month Collected/Received	2018	2019
Jan/Mar	132,413	133,669
Feb/Apr	164,546	130,861
Mar/May	159,202	164,727
Apr/Jun	170,844	157,524
May/Jul	165,851	179,027
Jun/Aug	176,365	156,678
Jul/Sep	166,252	187,897
Aug/Oct	179,911	185,470
Sep/Nov	146,113	173,883
Oct/Dec	157,815	165,968
Nov/Jan	151,339	
Dec/Feb	153,380	
Total	1,924,031	1,635,705
 YTD	 2018	 2019
December 2019	1,619,312	1,635,705

Estimated 2019	\$	1,831,630
Estimate Based on Current Collection Rate		1,962,846
Over/(Under) at Current Collection Rate	\$	131,216

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

Through: December 2019

Month Collected/Received	2014	2015	2016	2017	2018	2019	Comparison 2018 and 2019	Average 2014-2018
Jan/Mar	77,095	38,593	39,717	41,068	55,165	72,636	17,470	50,328
Feb/Apr	75,466	47,210	36,535	41,117	44,762	50,495	5,733	49,018
Mar/May	96,096	58,503	48,686	46,167	72,113	54,298	(17,815)	64,313
Apr/Jun	68,701	45,793	49,281	40,197	78,365	54,492	(23,873)	56,467
May/Jul	159,678	48,767	28,682	39,300	53,770	77,300	23,531	66,039
Jun/Aug	102,766	51,635	48,787	45,665	53,546	61,192	7,646	60,480
Jul/Sep	85,830	45,551	44,854	41,455	56,892	64,048	7,157	54,916
Aug/Oct	63,160	45,296	39,447	46,047	55,103	74,766	19,663	49,810
Sep/Nov	133,417	30,449	44,789	52,239	47,492	70,086	22,594	61,677
Oct/Dec	75,031	42,577	37,236	41,623	54,762	56,712	1,950	50,246
Nov/Jan	80,456	38,250	40,162	52,663	63,649			55,036
Dec/Feb	104,997	43,804	49,866	52,544	72,797			64,802
Total	1,122,693	536,426	508,042	540,085	708,417	636,025	64,055	683,132
YTD	2014	2015	2016	2017	2018	2019		
December 2019	937,240	454,373	418,014	434,877	571,970	636,025		

Average Collections Between 2014-2018	\$ 683,132
Estimated 2019	648,000
Estimate Based on Current Collection Rate	763,230
Over/(Under) at Current Collection Rate	\$ 115,230

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

JOHNSON COUNTY SALES AND USE TAX
(City Share of Regular .5% County Sales/Use Tax)

Through: December 2019

Month Collected/Received	2014	2015	2016	2017	2018	2019	Comparison 2018 and 2019	Average 2014-2018
Jan/Mar	84,640	89,078	87,153	88,372	93,979	84,542	(9,437)	88,645
Feb/Apr	83,785	83,842	86,603	90,888	85,503	84,668	(835)	86,124
Mar/May	91,006	92,338	96,963	99,332	102,037	95,722	(6,314)	96,335
Apr/Jun	93,916	93,747	94,086	89,784	97,820	94,747	(3,073)	93,870
May/Jul	93,614	95,251	90,716	96,393	102,354	104,294	1,940	95,665
Jun/Aug	98,416	100,839	100,524	104,034	105,830	100,764	(5,065)	101,929
Jul/Sep	92,813	99,163	100,059	98,683	94,908	103,460	8,552	97,125
Aug/Oct	94,308	97,123	99,175	101,126	100,533	101,722	1,189	98,453
Sep/Nov	94,498	97,609	101,810	103,264	94,055	102,154	8,099	98,247
Oct/Dec	88,106	96,733	93,738	94,396	93,218	101,026	7,808	93,238
Nov/Jan	94,962	96,928	94,754	98,071	104,279			97,799
Dec/Feb	111,858	103,793	114,670	112,411	108,479			110,242
Total	1,121,922	1,146,444	1,160,251	1,176,755	1,182,993	973,099	2,865	1,157,673
YTD	2014	2015	2016	2017	2018	2019		
December 2019	915,102	945,723	950,827	966,273	970,234	973,099		

Average Collections Between 2014-2018	\$ 1,157,673
Estimated 2019	1,188,000
Estimate Based on Current Collection Rate	1,167,719
Over/(Under) at Current Collection Rate	\$ (20,281)

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

Through: December 2019

Month Collected/Received	2014	2015	2016	2017	2018	2019	Comparison 2018 and 2019	Average 2014-2018
Jan/Mar	21,160	22,270	21,788	22,093	23,495	21,136	(2,359)	22,161
Feb/Apr	20,946	20,961	21,651	22,722	21,376	21,167	(209)	21,531
Mar/May	22,751	23,085	24,241	24,833	25,509	23,931	(1,579)	24,084
Apr/Jun	23,476	23,437	23,522	22,446	24,455	23,687	(768)	23,467
May/Jul	23,404	23,813	22,679	24,098	25,588	26,074	485	23,916
Jun/Aug	24,604	25,210	25,131	26,009	26,458	25,191	(1,266)	25,482
Jul/Sep	23,203	24,791	25,015	24,671	23,727	25,865	2,138	24,281
Aug/Oct	23,577	24,281	24,794	25,282	25,133	25,430	297	24,613
Sep/Nov	23,625	24,402	25,452	25,816	23,514	25,539	2,025	24,562
Oct/Dec	22,027	24,183	23,434	23,599	23,305	25,257	1,952	23,310
Nov/Jan	23,741	24,195	23,689	24,518	26,070			24,442
Dec/Feb	27,965	25,912	28,667	28,103	27,120			27,553
Total	280,478	286,539	290,064	294,189	295,749	243,276	716	289,404
YTD	2014	2015	2016	2017	2018	2019		
December 2019	228,773	236,432	237,708	241,569	242,559	243,276		

Average Collections Between 2014-2018	\$ 289,404
Estimated 2019	296,000
Estimated Collection Rate	291,931
Over/(Under) at Current Collection Rate	\$ (4,069)

* This County special "Jail Tax" has no sunset date.

JOHNSON COUNTY PUBLIC SAFETY TAX
(City Share of 1/4% County Sales/Use Tax - effective Jan 1, 2009) *

Through: December 2019

Month							Comparison	Average
Collected/Received	2014	2015	2016	2017	2018	2019	2018 and 2019	2014-2018
Jan/Mar	21,160	22,270	21,788	22,093	23,495	21,136	(2,359)	22,161
Feb/Apr	20,946	20,961	21,651	22,722	21,376	21,167	(209)	21,531
Mar/May	22,751	23,085	24,241	24,833	25,509	23,931	(1,579)	24,084
Apr/Jun	23,479	23,437	23,522	22,446	24,455	23,687	(768)	23,468
May/Jul	23,404	23,813	22,679	24,098	25,588	26,074	485	23,916
Jun/Aug	24,604	25,210	25,131	26,009	26,458	25,191	(1,266)	25,482
Jul/Sep	23,203	24,791	25,015	24,671	23,727	25,865	2,138	24,281
Aug/Oct	23,577	24,281	24,794	25,282	25,133	25,430	297	24,613
Sep/Nov	23,625	24,402	25,452	25,816	23,514	25,539	2,025	24,562
Oct/Dec	22,027	24,183	23,434	23,599	23,305	25,257	1,952	23,310
Nov/Jan	23,741	24,232	23,689	24,518	26,070			24,450
Dec/Feb	27,965	25,948	28,667	28,103	27,120			27,561
Total	280,481	286,612	290,064	294,189	295,749	243,276	716	289,419
 YTD	 2014	 2015	 2016	 2017	 2018	 2019		
December 2019	228,776	236,432	237,708	241,569	242,559	243,276		

Average Collections between 2014-2018	\$ 289,419
Estimated 2019	296,000
Estimate Based on Current Collection Rate	291,931
Over/(Under) at Current Collection Rate	\$ (4,069)

* This County special Public Safety tax has no sunset date.

JOHNSON COUNTY PUBLIC SAFETY TAX
(City Share of 1/4% County Sales/Use Tax - effective April 1, 2017) *
(Used for CIP Projects)

Through: December 2019

Month Collected/Received	2017	2018	2019	Comparison 2018 and 2019	Average 2017-2018
Jan/Mar	n/a	23,457	21,135	(2,322)	n/a
Feb/Apr	n/a	21,336	21,167	(170)	n/a
Mar/May	n/a	25,421	23,931	(1,491)	n/a
Apr/Jun	22,395	24,397	23,687	(711)	23,396
May/Jul	24,062	25,526	26,073	547	24,794
Jun/Aug	25,932	26,387	25,191	(1,196)	26,159
Jul/Sep	24,642	23,727	25,865	2,138	24,184
Aug/Oct	25,225	25,133	25,430	297	25,179
Sep/Nov	25,776	23,514	25,538	2,025	24,645
Oct/Dec	23,564	23,305	25,257	1,952	23,435
Nov/Jan	24,388	26,990			25,689
Dec/Feb	27,991	27,120			27,555
Total	223,974	296,313	243,274	1,071	225,036

YTD	2017	2018	2019
December 2019	n/a	242,203	243,274

Average Collections Between 2017-2018	\$	225,036
Estimated 2019		296,000
Estimate Based on Current Collection Rate		291,929
Over/(Under) at Current Collection Rate	\$	(4,071)

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

**December 2019
REVENUE SUMMARY BY FUND**

Fund Number	Revenues	Budget/Est.	YTD Actual	Monthly Collections	Balance	YTD % Budget/Est.
001	General Fund	\$ 18,040,541	\$ 16,791,558	\$ 1,163,881	\$ 1,248,983	93.08%
201	Special Highway Fund	304,870	234,511	81	70,359	76.92%
202	Special Alcohol Fund	24,944	25,805	6,352	(861)	103.45%
203	Special Park & Rec	24,944	25,847	6,360	(903)	103.62%
204	Transient Guest Tax	474,150	400,439	772	73,711	84.45%
221	Risk Management Reserve	15,000	15,628	173	(628)	104.19%
222	Equipment Reserve Fund	745,000	859,971	163,558	(114,971)	115.43%
301	Capital Improvement Fund		8,706,523	847,752		
303	I-35 District CIP Fund		1,932,625	3,540		
401	Bond and Interest Fund	3,252,558	3,025,844	165,981	226,714	93.03%
403	TIFB-I35 District		4,226,863	-		
702	Special Law Enforcement-State/Local		437	-		
TOTAL		\$ 22,882,007	\$ 36,246,051	\$ 2,358,450	\$ 1,502,404	

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

**December 2019
EXPENDITURE SUMMARY BY FUND**

Fund Number	Expenditures	Budget/Est. *	YTD Actual	Monthly Expenditures	Encumbrances	Balance	YTD % Budget/Est.
001	General Fund	\$ 18,559,157	\$ 17,097,532	\$ 1,211,252	\$ 173,373	\$ 1,288,253	93.06%
201	Special Highway Fund	565,000	460,569	3,697	808	103,623	81.66%
202	Special Alcohol Fund	27,000	27,682	-	-	(682)	102.53%
203	Special Park & Rec	6,000	5,921	241	-	79	98.69%
204	Transient Guest Tax	610,471	565,578	107,194	763	44,130	92.77%
221	Risk Management Reserve	30,000	43,918	24,188	1,329	(15,247)	150.82%
222	Equipment Reserve Fund	1,590,927	1,264,903	13,947	90,585	235,439	85.20%
301	Capital Improvement Fund		18,034,553	3,359,722	486,740		
303	I-35 District CIP Fund		6,048,531	300,171	43,580		
401	Bond and Interest Fund	3,191,150	3,191,150	-	-	-	100.00%
403	TIFB-I35 District		4,217,158	-	-		
702	Special Law Enforcement-State/Local		7,555	6,100	-		
TOTAL		\$ 24,579,705	\$ 50,965,052	\$ 5,026,512	\$ 797,177	\$ 1,655,594	

Average Expenditure Rate Should Be:	100.00%
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* Excludes budgeted reserves and contingencies

December 2019
EXPENDITURE SUMMARY BY DEPARTMENT
GENERAL FUND - YEAR-TO-DATE

<u>Department</u>	<u>2019</u>			<u>2018</u>	<u>Actual 2019</u>
	<u>Annual Budget/Est.</u>	<u>Year-to-date Actual</u>	<u>% of Budget Used</u>	<u>Year-to-date Actual</u>	<u>Over/(Under) Actual 2018</u>
City Council	\$ 84,020	\$ 75,113	89.40%	\$ 75,610	\$ (497)
Administration	1,131,434	1,104,277	97.60%	1,019,363	84,915
Municipal Court	344,967	319,900	92.73%	320,162	(262)
Info Services	465,072	415,117	89.26%	367,276	47,840
General Overhead					
General	296,200	267,010	90.15%	222,373	44,637
Utilities	263,728	241,569	91.60%	248,247	(6,678)
Property Maintenance	254,001	198,027	77.96%	202,229	(4,202)
Risk Management	191,275	185,719	97.10%	177,772	7,947
Legal	81,742	58,010	70.97%	76,546	(18,536)
Employee Benefits	47,225	34,159	72.33%	30,843	3,317
Interfund Transfers	4,726,349	4,988,991	105.56%	4,990,017	(1,026)
Contingency Usage *	-	24,978	0.00%	-	24,978
Police	4,028,872	3,877,225	96.24%	3,908,374	(31,149)
Fire	2,743,181	1,677,172	61.14%	1,718,995	(41,823)
Public Works	2,227,299	2,139,376	96.05%	1,957,471	181,904
Parks & Rec	853,768	727,167	85.17%	746,383	(19,215)
Aquatic Center	50,015	23,915	47.82%	240,956	(217,041)
Community Dev	770,009	739,804	96.08%	702,588	37,216
Total General Fund	<u>\$ 18,559,157</u>	<u>\$ 17,097,532</u>	<u>92.12%</u>	<u>\$ 17,005,206</u>	<u>\$ 92,326</u>

Average Expenditure Rate Should Be:	100.00%
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* Excludes budgeted reserves and contingencies

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

INVESTMENT REPORT

**Investment Listing by Maturity Date
12/31/2019**

Fund	Type	Location	Purchase Date	Par Amount	Maturity Date	Yield	Monthly Subtotal
303/901	NOW	Bank of BV *	12/20/06	5,685,878	N/A	1.250%	\$ 5,685,878
301/901	Treasury MMA	TD Ameritrade	09/01/16	366,380	N/A	0.010%	\$ 366,380
301	TBILL	Country Club	10/02/19	400,000	01/09/20	1.760%	
301/901	TBILL	TD Ameritrade	09/10/19	3,000,000	01/16/20	1.868%	
221	AGENCY-FFCB	Country Club	05/25/18	350,000	01/30/20	2.430%	\$ 3,750,000
301	FHLB	TD Ameritrade	11/15/19	2,205,000	02/11/20	1.588%	
301	TBILL	Country Club	08/15/18	242,500	02/15/20	1.250%	
303	TBILL	Country Club	08/15/18	242,500	02/15/20	1.250%	
222/301	TBILL	Country Club	12/26/19	700,000	02/18/20	1.580%	\$ 3,390,000
221	AGENCY-FHLB	Country Club	03/09/18	350,000	03/06/20	2.268%	
301	TBILL	TD Ameritrade	12/12/19	850,000	03/12/20	1.531%	
301	AGENCY-FHLB	Country Club	03/13/18	520,000	03/13/20	2.312%	
901	AGENCY-FHLB	TD Ameritrade	11/08/16	300,000	03/13/20	1.409%	
301	AGENCY-FHLB	TD Ameritrade	12/31/19	1,669,000	03/13/20	1.571%	
901	AGENCY-FHLB	TD Ameritrade	03/28/19	500,000	03/18/20	2.431%	
301/303	AGENCY-FHLMC	TD Ameritrade	07/23/19	800,000	03/20/20	2.044%	\$ 4,989,000
301	AGENCY-FFCB	TD Ameritrade	10/03/17	500,000	04/03/20	1.680%	
301/222	AGENCY-FFCB	Country Club	01/25/19	650,000	04/24/20	2.560%	
303	AGENCY-FHLB	TD Ameritrade	10/30/17	500,000	04/30/20	1.750%	\$ 1,650,000
301	AGENCY-FHLMC	TD Ameritrade	05/17/18	500,000	05/15/20	2.661%	\$ 500,000
301	AGENCY-FHLB	TD Ameritrade	11/08/18	500,000	06/12/20	2.910%	\$ 500,000
303	AGENCY-FHLB	TD Ameritrade	07/13/17	1,000,000	07/13/20	1.750%	
301	AGENCY-FFCB	TD Ameritrade	12/28/17	550,000	07/27/20	2.081%	\$ 1,550,000
301	MUNICIPAL BOND	TD Ameritrade	10/10/17	100,000	08/01/20	1.870%	
301	TBILL	TD Ameritrade	12/31/19	1,000,000	08/15/20	1.598%	\$ 1,100,000
301	TBILL	TD Ameritrade	12/31/19	1,000,000	09/15/20	1.589%	\$ 1,000,000
301	AGENCY-FFCB	Country Club	03/08/19	400,000	10/26/20	2.490%	
301	AGENCY-FHLB	TD Ameritrade	02/01/17	100,000	10/30/20	1.800%	\$ 500,000
301/901	AGENCY-FFCB	TD Ameritrade	12/02/19	1,500,000	12/02/20	1.640%	
301/901	AGENCY-FHLB	TD Ameritrade	10/10/19	500,000	12/10/20	1.875%	
301	AGENCY-FHLB	Country Club	10/28/19	300,000	12/11/20	1.589%	
301	AGENCY-FFCB	TD Ameritrade	12/23/19	800,000	12/23/20	1.650%	
222	AGENCY-FNMA	Country Club	09/26/19	300,000	12/28/20	1.620%	\$ 3,400,000
901	AGENCY-FHLB	TD Ameritrade	11/28/17	500,000	01/19/21	1.956%	\$ 500,000
901	AGENCY-FHLMC	TD Ameritrade	03/14/17	500,000	02/26/21	1.356%	\$ 500,000
901	AGENCY-FHLB	TD Ameritrade	03/14/18	250,000	06/14/21	2.509%	
301/303/901	AGENCY-FHLB	TD Ameritrade	09/30/19	1,000,000	06/23/21	2.010%	\$ 1,250,000
301	AGENCY-FHLB	TD Ameritrade	11/13/19	2,000,000	08/04/21	1.788%	
301	AGENCY-FNMA	Country Club	07/29/19	500,000	08/17/21	1.797%	\$ 2,500,000
301	AGENCY-FNMA	Country Club	07/29/19	500,000	09/08/21	1.862%	\$ 500,000

**Investment Listing by Maturity Date
12/31/2019**

Fund	Type	Location	Purchase Date	Par Amount	Maturity Date	Yield	Monthly Subtotal
901	AGENCY-FHLB	TD Ameritrade	10/30/19	1,000,000	10/28/21	1.800%	\$ 1,000,000
301	AGENCY-FHLMC	TD Ameritrade	11/26/19	1,000,000	11/26/21	1.750%	\$ 1,000,000
301	AGENCY-FHLB	TD Ameritrade	12/31/19	2,500,000	12/30/21	1.713%	\$ 2,500,000
					Weighted Yield	1.531%	<u>\$ 38,131,258</u>



INTEROFFICE MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM: JIM MACDONALD, PUBLIC WORKS DIRECTOR
SUBJECT: DECEMBER CIP UPDATE
DATE: JANUARY 13, 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.

2019 CARS 67th Street Improvements

Project is completed, and final payment will be issued after Council approval.

2020 CARS Johnson Drive (BNSF to East City Limits)

Affinis continues to work on design plans. City Staff and Affinis Engineers met with BNSF representatives on Friday December 20, 2019 to discuss phasing and coordination of improvements to their tracks. This project is scheduled to be advertised for bids early February, 2020, with construction anticipated to begin May 2020.

Mastin Storm Drain and Street Improvements (Johnson Drive to Shawnee Mission Parkway)

Staff will be adding the Mill and Overlay of Mastin Rd. from Johnson Drive to Shawnee Mission Parkway, and some storm drain repairs to this project. This project is scheduled to be advertised for bids early February 2020, with construction anticipated to begin June 2020.

2020 Sidewalk In-Fill/2020 Sidewalk Maintenance

These areas include Perry Ave. from 55th St. to 57th St, 57th St from Perry Ave. to Perry Ln., and 56th Ter. west of Knox. Staff will be putting together plans to repair existing sidewalks around these general areas. This project is scheduled to be advertised for bids mid-February, 2020, with construction anticipated to begin September 2020.

CITY OF MERRIAM PARK AND RECREATION
ADVISORY BOARD MEETING MINUTES
Tuesday, November 19, 2019
6:00PM

Roll Call

The November 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, Kyle Cooper and Grant Getzlow. Staff members in attendance included: Anna Slocum, Director; Dave Smothers, Assistant Director; Renee Nagle, Recreation Supervisor, Cole Surber, Aquatic Supervisor and Nicole Ritter, Facility Supervisor.

Public Comments

There was no one present for public comments.

Approval of Meeting Minutes

Billy Crook requested that in the October minutes more detailed information be included in Other Business stating that Thelma Fowler had presented survey information. Anna Slocum reminded the Board that the minutes are supposed to be a succinct summary of the discussion and the minutes reflect that feedback was provided by specific members on the topic. LaVera Howard made a motion to approve the minutes as presented. Kyle Cooper seconded the motion. Minutes passed unanimously.

Staff Reports

Director's Report

Community Center Update

Staff presented the October project video and discussed changes that have occurred since the video was completed. In addition, staff shared videos of the outdoor pool floor being poured. The next major milestone is to pour the indoor pool floor in the next week. There was a work session on Super Pass where staff shared the pros and cons of the program from three different participation aspects (Indoor and Outdoor; Outdoor only and No participation in 2020). There was great discussion among City Council and staff. At the end of the work session, Council directed staff to bring the item forward at the December 9 meeting for a vote. City Council will not take up the discussion of fees for the new community center until after the new year- tentatively scheduled for the first meeting in February. This will allow the new City Council members the opportunity to have input in establishing the fees.

**Assistant Director's Report
Reports**

Farmers' Market Year End Report

The end of season meeting for Farmers' Market vendors was held on November 14. Revenue and expenditures were down compared to 2018 due to cancelling the Wednesday market in 2019. Specific comparison details were included in the packet.

2019 Marketplace Improvements included:

- Redesign of landscaping bed at bridge
- Concrete pads for picnic tables from aquatic center on north and south ends
- Repaired gutter and down spouts
- Replaced/repared LED parking lot light
- Electrical repair for "Planting the Seed"

Upcoming Events

High School Visual Arts Competition

The opening reception for “23rd High School Visual Art Competition” is scheduled for Thursday, December 5th from 7 - 8:30 pm. This show features 127 high school students from 23 different area schools displaying 151 pieces of art. Live music from “The Band Anna KC” from 7 - 8pm. The menu for the evening will include: boneless chicken bites in buffalo, honey barbeque and original; seven-layer taco dip with tortilla chips; gooey butter cookies and Oreo truffles. Soft drinks and water will be served. The exhibit will be on display from December 5 – 28, 2019.

2020 Art Gallery Schedule

Staff included the 2020 schedule in the packet. A change for 2020 will be a “Wall of Fame Exhibit”. This will be the feature exhibit during the grand opening of the community center and will remain through the summer. This will ensure that art is displayed during the grand opening of the facility and allow staff the opportunity to adjust to the new facility before immediately hosting opening receptions. January – April will feature monthly exhibits, including the Heartland at the Irene B. French Community Center. The monthly receptions will resume again in September and conclude in December with the High School Visual Arts Competition.

Recreation Supervisor’s Report

Reports

Halloween Happenings

The event was well attended. Staff estimated that there were 400 people were in attendance. Staff identified two concerns in planning for next year; plan for more candy and test the sound system. Due to technical issues with the sound system the costume contest was cancelled.

Upcoming Events

Mayor’s Tree Lighting Event

This event is scheduled for Friday, December 6th from 6:30 – 8:00pm. Volunteers will be needed for this event. Soup will be served at the Irene B. French Community Center. All participants will be asked to donate \$1 or a toy. Live music performed by Pic & Bow. Scott Diebold will be donating handmade gnome ornaments. The Carr family will be playing the part of Mr. and Mrs. Clause.

Breakfast with Santa

This event is scheduled for December 7th from 9 – 10:30 am. Volunteers will be needed for this event. Two Guys and a Grill will be providing breakfast. Activities include storytelling by Jonson County Library and gnome themed crafts.

Call for Musicians

The call has been released to one hundred fifty (150) musicians. To date, two (2) groups have responded. The deadline to respond is December 12th.

Aquatic Supervisor Report

Update

Staff has received two applications for the Aquatic Coordinator job opening. Tasks currently being completed include: identifying a vendor for pool chemical and developing an employee policy handbook for aquatics. Discussion about pool sanitation and process for testing and monitoring the system occurred. Each body of water is required to have its own filtration and chemical feeder system. In addition, there were questions asked about shower availability. Per code, entrance into a body of water per Johnson County Environmental must be through a shower facility. Due to capacity of the outdoor pool, deck showers will be available on the north end of the deck.

New Business

Election of Officers

With November being the last meeting of the calendar year, by-laws state that there must be an election of the board for Chairperson and Vice Chairperson. There are no term limits.

LaVera Howard nominated Christopher Leitch to be Chairperson. Kathy Stull seconded the nomination; motion passed unanimously.

Katie Leary nominated Billy Crook to be Vice Chairperson. Thelma Fowler seconded the nomination; motion passed unanimously.

Inter-local Swim Team Agreement

Included in the packet was a memo outlining the letter of intent for this program. The intent of the agreement allows members of the host pool to gain admission, at no additional cost, to a non-hosting pool at any point during the day of a hosted swim meet at their home pool by producing their city issued membership card. Visits recorded as Swim Meet in the recreation software for the past ten (10) years indicated that there have been a total of 14 visits – the most were in 2015 with 6. Because swim meets are later in the afternoon / evening there has been little interest from surrounding communities to take advantage of this program.

Changes to the agreement staff would recommend would include:

1. Removal of JCPRD as operator of Roeland Park
2. Visitors to Merriam would receive an indelible stamp indicating access to outdoor aquatics. Discussion of this change indicated that some board members are unhappy with non-members being stamped on the hand. It could create an “us vs them feeling”.
3. Verbiage stating that if the outdoor pool is closed there would be no reciprocity of visits.

Park Board needs to provide City Council with a recommendation regarding participation in this agreement. Not knowing how City Council will side on Super Pass, it was discussed that this would provide the opportunity to monitor how Super Pass might work in a controlled environment, with limited visits on known days allowing staff time to plan, prepare and adjust between dates.

Christopher Leitch made a motion to approve the Inter-Local Swim Team Agreement. LaVera Howard seconded motion. Motion passed unanimously.

Other Business

Billy Crook recognized Thelma Fowler for her eight years of service to the Park Board.

Staci Chivetta was appointed by City Council to begin her term in January 2020.

Adjournment

Thelma Fowler made a motion to adjourn at 6:59 pm. LaVera Howard seconded the motion. Meeting adjourned.

CITY COUNCIL SUGGESTED MOTIONS FOR YOUR CONSIDERATION

COUNCIL ITEMS

1. Move that the council approve the minutes of the December 9, 2019 City Council Meeting.

CONSENT AGENDA

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

MAYOR'S REPORT

1. Move that the council approve the 2020 Legislative Agenda as presented.

FINANCE AND ADMINISTRATION

1. Move that the council award the carpet replacement contract to Pro Source of Kansas City West in the amount of \$78,657.85.
2. Move that the council approve an interlocal agreement with Overland Park for the 2020 Facility Use Agreement for Young's pool for Merriam Dolphins Swim and Dive Team.
3. Move that the council approve the Letter of Understanding for use of agency pools during swim and dive meets.
4. No motion (first reading).
5. No motion.
6. No motion.

COMMUNITY DEVELOPMENT/PUBLIC WORKS

1. No motion.

STAFF ITEMS