

MERRIAM CITY COUNCIL AGENDA

MERRIAM CITY HALL

9001 W 62ND STREET

Monday, July 27, 2020

7:00 P.M.

This is a virtual meeting.

The public may participate by joining the meeting at:

<https://us02web.zoom.us/j/81303877587?pwd=QVFFVdDRDB3MVRxRm00SXBKZFZZQT09>

Passcode: 545698

+1 301 715 8592

Webinar ID: 813 0387 7587

Passcode: 545698

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

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC ITEMS

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

IV. CONSENT AGENDA

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

1. Consider approval of the minutes of the City Council meeting held July 13, 2020.

V. MAYOR'S REPORT

1. 2019 Volunteers of the Year.

VI. COUNCIL ITEMS

A. Finance and Administration

1. Consider approval of the bid from Denton Excavating for the demolition of 5701 Merriam Drive.
2. Consider approval of an agreement with Optum HealthCare Solutions Fitness Passport program.
3. Monthly Finance Report.(June)

B. Community Development/Public Works/CIP

1. 2019 Codes/Permit Report.
2. Community Development Update.

VIII. STAFF ITEMS

IX. NEW BUSINESS

X. EXECUTIVE SESSION

XI. ADJOURNMENT

Respectfully submitted,
Juliana Pinnick
Juliana Pinnick
City Clerk

**MERRIAM CITY COUNCIL MINUTES
CITY HALL
9001 WEST 62ND STREET
July 13, 2020
7:00 P.M.
Virtual meeting via zoom.**

I. CALL TO ORDER - PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

The following Councilmembers were present via Zoom meeting:

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

Staff present via Zoom meeting: Chris Engel, City Administrator; Ryan Denk, City Attorney; Meredith Hauck, Assistant City Administrator; Jim MacDonald, Public Works Director; Jenna Gant, Communication and Public Engagement Manager; Bryan Dyer, Community Development Director; Donna Oliver, Finance Director; and Juli Pinnick, City Clerk.

III. PUBLIC ITEMS

In response to COVID-19, public comment that normally occurs during the City Council meeting has been temporarily suspended. Members of the public are still encouraged to share comments about matters that may or may not appear on the agenda. Comments about items on the regular agenda will be taken as each item is considered. **Please note: Public Comments will only be taken via email to the City Clerk at jpinnick@merriam.org prior to 6:00pm on the date of the meeting. Please note: individuals making Public Comments will be limited to 5 minutes.**

The city clerk read the following public comments:

Al Frisby, 10121 W 59 Ter. commented, another city pool is not opening this summer. With the covid-19 virus cases increasing in close to 2 dozen states, it is just a matter of time before Kansas cases and hospitalization of citizens also

increases, for we live on the border of Missouri. I cannot imagine people keeping social distancing in the outdoor or indoor Merriam pools or running on the track together or participating in any other activity during a pandemic. People tend to "need" social contact, it is in their DNA, but shouldn't during a pandemic. Please reconsider opening the community center this year. That decision just might save lives, specifically when young asymptomatic kids/adults go visit their grandparents and parents after exposure in one of our pools. Life is too precious to gamble on our citizens becoming horribly sick or dying. Next year we will have perhaps as many as 4 vaccines to protect us. Let's prepare for testing the pool by filling it with water just prior to opening next year. Please reconsider your position as guardians of our city.

IV. CONSENT AGENDA

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

1. Consider approval of the minutes of the City Council meeting held June 22, 2020.
2. Consider approval of a resolution approving the 2021-2025 County Assisted Road System (CARS) application to Johnson County.
3. Consider approval of an agreement between Johnson County and the City of Merriam for a Stormwater System Renewal Project along Mastin

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

V. MAYOR'S REPORT

1. Proclamation honoring Parks and Recreation month.

Mayor Sissom read the proclamation declaring July as Parks and Recreation month.

VI. COUNCIL ITEMS

A. Finance and Administration

1. Community Center Update.

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

The project remains on budget and there may be some contingency funds that will be returned to the city. It is not clear at this time the amount that will be returned. Once the project is completely finished over the next two months, there will be a better idea of how much contingency will remain.

The building is open for tours this week with a soft opening to occur next week. The tile for the indoor pool is on site and getting installed. The indoor pool should be completed by Labor Day. Both pools will not open until the state has phased out of the Ad Astra re-opening plan.

The opening schedule for the new community center includes allowing this week for staff training and tours; a flag lowering ceremony at the Irene B. French Community Center on July 19; a flag raising ceremony at the new Community Center on July 20 at 9 a.m., which will be the date of the soft opening. On July 25, the center will be open to the public with regular operating hours. On September 5, it is anticipated that the indoor pool will be complete.

The COVID-19 supply chain delays are now mostly resolved with the indoor pool tile being delivered to the site and the fitness area now has the fans for that space. The art projects are scheduled to arrive soon and there will still be various furniture pieces that will arrive over the next few weeks, but all of the main furniture pieces are on site and installed.

Staff has developed safety and sanitation protocols which includes physical distancing guidelines with floor markings for check in and other public spaces, as well as the fitness classes. High impact fitness classes will have 10-12-foot distancing. Plexiglass will be installed at the check-in counter and masks will be required while in movement. This includes when entering the building and going to the fitness equipment or fitness class. Once on the equipment, or at your place in the class, the mask can be removed. There will be clean and

dirty equipment designations so the equipment can be cleaned and sanitized by staff.

Ms. Hauck provided a reminder about the discounts and membership extensions currently in place.

There was some discussion about safety protocol for the flag lowering and raising ceremonies. The flag lowering is an open public event, however it is not being widely publicized and is really meant to be a photo opportunity to commemorate the closing of the Irene B. French Center. The flag raising ceremony will be handled the same way with not being widely publicized and both events will require masks being worn by anyone attending and six-foot distancing is recommended.

Councilmember Silvers expressed some concern about holding fitness classes even with the safety protocols in place.

Memberships sold to date include 139 Charter memberships with 238 online requests for memberships. This includes 11 Silver Sneaker memberships and 2 additional memberships were sold as a result of the tours today. There were 53 people who attended the tours today. Staff is working on two additional health insurance membership agreements that will be coming in the next few weeks for council approval.

B. Community Development/Public Works/CIP

1. CIP Update.

Public Works Director Jim MacDonald provided the following CIP updates:

The 2020 Street & Storm Drainage - Johnson Dr. (BNSF to East City Limits) Mastin St. Improvements (Johnson Drive to Shawnee Mission Parkway) - Kansas Heavy Construction (KHC) has one remaining run of storm drain to replace on Mastin. Curbs and ADA ramps on Mastin have been replaced, with the exception of the curbs near the incomplete storm drainage section. The anticipated start date for the mill and overlay on Mastin and 65th Street is July 28. KHC is anticipating to start on Johnson Dr. July 6.

55th Street Drainage Improvements - This project is a result of deteriorated Corrugated Metal Pipe, along 55th St. just east of Switzer. The project is currently being advertised for bids, with a bid opening scheduled for July 21, 2020.

VII. STAFF ITEMS

City Administrator Chris Engel commented that there will be a budget work session via zoom next Monday at 6:30 p.m.

Last week staff received 9 bids for the 5701 property demo. All but one was within the projected budget for 2020. Staff will follow up with some of the bidders and will likely have a recommendation and next steps for this project in a couple of weeks.

Councilmember Kaldahl asked the council if they have heard any concern from the public on demolition of the old community center.

No councilmember indicated hearing any concern from residents over the demolition of the building.

Chris Engel commented that the next step for this project would be to ensure the expenditure for the demolition can be made in 2020 and ensuring the bidder understands the scope of the work for the demo including the salvaging of some stone. Then staff would come before council with a recommendation and seek next steps from council.

VIII. NEW BUSINESS

IX. EXECUTIVE SESSION

X. ADJOURNMENT

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COUNCIL, COUNCILMEMBER PAPE MOVED TO ADJOURN AT 7:29 PM. COUNCILMEMBER HANDS SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

Respectfully submitted,

Juliana Pinnick

Juliana Pinnick
City Clerk

2019 Volunteers of the Year

Tom and Debbie Long have lived in the Quail Creek area of Merriam since 2011. They chose Merriam for their home because of the city's clean and well-maintained neighborhoods and its responsive city government. Tom has a degree in photojournalism and several years' experience as a newspaper photographer, and he and Debbie enjoy taking pictures for Merriam's Parks and Recreation Department. Tom now works for a children's health non-profit organization, and Debbie works for another local city government. "We know how important volunteers can be to a community, and we love supporting the City of Merriam".



2019 Youth Volunteer of the Year

Greta Berg has been volunteering with the Merriam Parks and Recreation for 6 years. She graduated from Shawnee Mission North in 2020 where she was involved in varsity marching band, varsity swimming and was president of National Honor Society – a student volunteer organization. In the fall she will be attending Kansas State University to study horticulture and environmental science. "Volunteering has been very important to me because it allows me to give back to my community which I love so much."





AGENDA ITEM INFORMATION FORM

AGENDA ITEM: Consider approval of the bid of \$107,975 from Denton Excavating, dba Midland Wrecking for the demolition of 5701 Merriam Drive.

SUBMITTED BY: Chris Engel, City Administrator
Bryan P. Dyer, Community Development Director

MEETING DATE: July 27, 2020

PROJECT BACKGROUND/DESCRIPTION:

Based on the input received from the City Council at the May 18, 2020 study session, staff issued a Request for Bids for Demolition of 5701 Merriam Drive. The Bid Request included bid alternates for retaining and cleaning 40, 60, and 80 cubic yards of exterior stone from the original building and saving the two stone mosaics on the west side. Staff conducted two walkthroughs for potential bidders.

The city received nine valid bids that were opened on July 7, 2020. The bid results are attached to this Action Form. The low bidder was Denton Excavating, dba Midland Wrecking. Denton Excavating is a local company owned by a Merriam resident. Midland Wrecking has previously done demolition projects for the City, including the Dutch Maid Inn and 6120 Slater Street. Denton Excavating will be responsible for the asbestos remediation and has indicated they intend to use the same remediation company they used for the Dutch Maid Inn project.

Staff recommends accepting bid alternates 22a and 22b for the retaining and cleaning of 40 cubic yards of exterior rock from the original building. The rock will be transported and stored by Public Works. Staff believes that 40 cubic yards is adequate for future repurposing needs and will not strain Public Works' storage capacity. Staff also recommends accepting bid alternate 22g for the removal of one of the stone mosaics on the building's west side, for a total project bid of \$100,475.

Staff has reviewed the bids and recommends awarding the contract to Denton Excavating dba Midland Wrecking. The contract is the city's standard contract for professional services.

CITY COUNCIL GOALS AND OBJECTIVES

3 Improve Physical Conditions and Property Values

FINANCIAL IMPACT

Amount of Request/Contract:	\$100,475
Amount Budgeted:	\$630,000
Funding Source/Account #:	GM1902 – Capital Improvement Fund – 301-0000-519-45-10

SUPPORTING DOCUMENTS

Table 1 – 5701 Merriam Drive demolition bid results
Denton Excavating, dba Midland Wrecking bid submittal

ACTION NEEDED/STAFF RECOMMENDATION

Accept the bid of \$100,475, which includes bid alternates 22a, 22b, and 22g, from Denton Excavating, dba Midland Wrecking for the demolition of 5701 Merriam Drive and authorize the Mayor to sign the contract following the City Attorney's review.

Table 1 – 5701 Merriam Drive demolition bid results

5701 Merriam Drive Demolition Bids
July 7, 2020

Contractor	Base Bid	Alternate 22a	Alternate 22b	Alternate 22c	Alternate 22d	Alternate 22e	Alternate 22f	Alternate 22g
Harvey Brothers	\$ 249,950	\$ -	\$ 3,000	\$ -	\$ 4,000	\$ -	\$ 5,000	\$ 9,000
Greg Blair Trackhoe	\$ 263,800	\$ 2,800	\$ 10,800	\$ 4,200	\$ 16,200	\$ 5,600	\$ 21,600	\$ 12,000
AD Demolition	\$ 458,000	\$ 480	\$ 2,480	\$ 720	\$ 3,720	\$ 960	\$ 4,960	\$ 16,000
REMCO Demolition	\$ 115,810	\$ 500	\$ 1,500	\$ 1,500	\$ 2,900	\$ 2,900	\$ 4,500	\$ 16,880
Denton Excavating/ Midland Wrecking	\$ 91,475	\$ 500	\$ 1,000	\$ 750	\$ 1,500	\$ 1,000	\$ 2,000	\$ 15,000
Kaw Valley Companies	\$ 369,500							
Richards Construction	\$ 360,916	\$ -	\$ 2,500	\$ -	\$ 3,500	\$ -	\$ 4,500	\$ 12,500
Industrial Salvage & Wrecking	\$ 179,700	\$ 800	\$ 2,500	\$ 1,200	\$ 3,750	\$ 1,600	\$ 5,000	\$ 1,500
Midtown Demolition	\$ 694,788	\$ 5,500	\$ 6,000	\$ 7,400	\$ 9,000	\$ 11,000	\$ 12,000	\$ 7,800

22a. Provide a bid alternate for retaining 40 cubic yards of exterior building stones.

22b. Provide a bid alternate for the cost associated with cleaning all excess material (mortar, etc) from each stone for 40 cubic yards of stone.

22c. Provide a bid alternate for retaining 60 cubic yards of exterior building stones.

22d. Provide a bid alternate for the cost associated with cleaning all excess material (mortar, etc) from each stone for 60 cubic yards of stone.

22e. Provide a bid alternate for retaining 80 cubic yards of exterior building stones.

22f. Provide a bid alternate for the cost associated with cleaning all excess material (mortar, etc) from each stone for 80 cubic yards of stone.

22g. Provide a bid alternate for removal of the two stone mosaics on the west exterior wall above the two entry doors. To the extent possible the mosaics are to remain intact. The contractor will be responsible for readying them for transport. The city will be responsible for transporting the mosaics off-site.

**DENTON EXCAVATING dba
MIDLAND WRECKING
P.O. BOX 14906, LENEXA, KS 66285
(913) 432-0314 phone (913) 432-6021 fax
Jaimo217@msn.com**

July 6, 2020

Phone: 913-322-5527

Attn: Bryan Dyer

Email: bdyer@merriam.org

Job Location: 5701 Merriam Drive Merriam, KS 66203

We propose and agree to finish all labor, material, equipment, and insurance necessary to complete subject work, in accordance with the following:

*****MERRIAM COMMUNITY CENTER DEMOLITION:**

- REMOVE MERRIAM COMMUNITY CENTER WALLS, SLABS, AND FOOTINGS
- FOLLOW ALL GUIDELINES #1-34 (ALTERNATE PRICING FOR #22 A-G LISTED BELOW)
- FOLLOW ADDENDUM #1
- ALL WORK TO MEET CITY SPECS
- ASBESTOS REMOVAL INCLUDED
- DISCONNECT ALL UTILITIES
- BONDING INCLUDED
- DO STATE NOTIFICATION
- SECURE DEMOLITION PERMIT
- ALL DEBRIS TO GO TO CERTIFIED LANDFILL, PROVIDE PROOF
- SEED AND STRAW DISTURBED AREA
- SILT FENCING INCLUDED

FOR THE SUM OF: \$91,475 (ONLY GUIDELINES #1-34 - SEE BELOW FOR ALTERNATE PRICING FOR #22 A-G)

EXCLUSIONS:

- NO MAINTENANCE OF SEED OR STRAW
- NO LAND SURVEY IF REQUIRED
- NO RELOCATING OF ANY UTILITIES

*****ALTERNATE #22A:**

BID FOR RETAINING 40 CUBIC YARDS OF EXTERIOR BUILDING STONES:

FOR THE SUM OF: \$500

_____ INITIAL

*****ALTERNATE #22B:**

BID FOR CLEANING ALL EXCESS MATERIAL (MORTAR, ETC) FROM EACH STONE FOR 40 CUBIC YARDS OF STONE:

FOR THE SUM OF: \$1000

_____ INITIAL

*****ALTERNATE #22C:**

BID FOR RETAINING 60 CUBIC YARDS OF EXTERIOR BUILDING STONES:

FOR THE SUM OF: \$750 _____ INITIAL

*****ALTERNATE #22D:**

BID FOR CLEANING ALL ACCESS MATERIAL (MORTAR, ETC) FROM EACH STONE FOR 60 CUBIC YARDS OF STONE:

FOR THE SUM OF: \$1500 _____ INITIAL

*****ALTERNATE #22E:**

BID FOR RETAINING 80 CUBIC YARDS OF EXTERIOR BUILDING STONES:

FOR THE SUM OF: \$1000 _____ INITIAL

*****ALTERNATE #22F:**

BID FOR CLEANING ALL ACCESS MATERIAL (MORTAR, ETC) FROM EACH STONE FOR 80 CUBIC YARDS OF STONE:

FOR THE SUM OF: \$2000 _____ INITIAL

*****ALTERNATE #22G:**

BID FOR REMOVAL OF TWO STONE MOSAICS ON THE WEST EXTERIOR WALL ABOVE THE TWO ENTRY DOORS. TO THE EXTENT POSSIBLE THE MOSAICS ARE TO REMAIN INTACT. THE CONTRACTOR WILL BE RESPONSIBLE FOR READYING THEM FOR TRANSPORT. THE CITY WILL BE RESPONSIBLE FOR TRANSPORTING THE MOSAICS OFF-SITE

FOR THE SUM OF: \$15,000 (\$7500 EACH) _____ INITIAL

NOTE: PAYMENT DUE UPON COMPLETION AFTER FINAL INSPECTION.

This proposal is limited to thirty days acceptance from date hereof.

This proposal excludes any natural rock encountered.

This proposal excludes handling of any hazardous materials.

Any and all salvage materials recovered will become property of Denton Excavating, Inc dba Midland Wrecking.

The Company shall not be responsible for damage or delay due to strikes, fires, accidents or other causes beyond its reasonable control. The Company carries Workmen's Compensation and Public Liability Insurance, but does not assume risks of any other character under this contract.

After acceptance by the Owner in the space below, this contract shall be binding either upon approval by an officer of the Company or upon commencement of the work by the Company and shall constitute the entire agreement between the Company and the Owner. No oral terms or representations shall be considered a part of the agreement.

Accepted By: _____
SIGNATURE

Denton Excavating, Inc.
dba Midland Wrecking

Accepted By: _____
PRINT NAME

By: Wylie Denton *Wylie Denton*

Date Signed: _____

Date: 7/6/2020

CITY OF MERRIAM, KANSAS
AFFIDAVIT

MERRIAM

just right.

STATE OF Kansas
COUNTY OF Johnson SS.

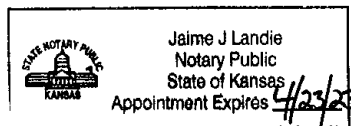
Wylie Denton (name) of the City of Kansas City
County of Wyandotte State of Kansas

Being duly sworn on her or his oath, deposes and says;

1. That I am the owner (title) of Denton Excavating Inc. (name of bidder) and have been authorized by said Bidder to make this affidavit on its behalf;
2. No officer, agent, official or employee of the City of Merriam, Kansas is financially interested, directly or indirectly in what Bidder is offering to sell or provide to the City pursuant to this bid;
3. If Bidder were awarded any contract, job work or service for the City of Merriam, Kansas, no officer, agent, official or employee of the City would be pecuniarily interested in or receive any benefit from the profit or emoluments of such;
4. This bid was not prepared with any confidential information received through a city employee or official;
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly which bears upon anyone's response or lack of response to this bid.

Denton Excavating Inc. dba Midland Wrecking (Name of Bidder)
Wylie Denton (Signature of Affiant)
owner (Title of Affiant)

Subscribed and sworn to before me this 6th day of July, 2020.



Jaime J Landie
Notary Public

My commission expires: 4/23/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Reilly Company LLC 608 Delaware St. P.O. Box 9 Leavenworth KS 66048-0009		CONTACT NAME: Jane Hanson PHONE (A/C, No, Ext): (913) 682-1234 FAX (A/C, No): (913) 682-8136 E-MAIL ADDRESS: jane.hanson@reillyinsurance.com	
INSURED Denton Excavating, Inc., DBA: Midland Wrecking PO Box 14906 Lenexa KS 66215-4906		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Specialty Underwriters NAIC # 13037 INSURER B: Cincinnati Insurance Companies 10677 INSURER C: Accident Fund 10166 INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** Master 2020**REVISION NUMBER:**

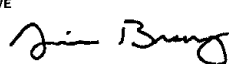
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Bklt Add'l Insd w/ Completed Ops <input checked="" type="checkbox"/> Blanket Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CSU413920686	05/10/2020	05/10/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$						
	PERSONAL & ADV INJURY \$ 1,000,000						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA0577278	05/10/2020	05/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
AB	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CSU413929855 / ENP0577278	05/10/2020	05/10/2021	Underinsured motorist \$ 1,000,000
	EACH OCCURRENCE \$ 1,000,000						
	AGGREGATE \$ 1,000,000						
	\$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A		WCV 6200515	11/25/2019	11/25/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
B	Leased & Rented Equipment			ENP0577278	05/10/2020	05/10/2021	Limit: 25,000 Deductible: 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Demolition of 5701 Merriam Drive.
City of Merriam, KS is named as an additional insured as regards work performed by named insured for Certificate Holder per written contact.

CERTIFICATE HOLDER**CANCELLATION**

City of Merriam, KS City Hall 9001 W. 62nd Street Merriam KS 66202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)

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Equipment/Vehicle List
Denton Excavating dba Midland Wrecking

1. PC 200 LC-6K Komatsu Trackhoe 1998 S/N# A82140
2. PC 220 LC-7L Komatsu Trackhoe 2005 w/attachments
S/N# A86809
3. 963B Caterpillar Track Loader 1997 S/N # 9BL02212
4. 977K Caterpillar Track Loader 1972 S/N# 11K3644
5. 955L Caterpillar Track Loader 1972 S/N# 85J9513
6. Case 450C Dozer 1986 S/N# 3077817
7. 2006 Peterbilt 378 (#9) Tag #173431 GVW 80,000 VIN#4745
8. 1998 Peterbilt 379 (#30) Tag #165118 GVW 60,000 VIN# 6125
9. 1986 Peterbilt 359 (#98) Tag #165117 GVW 60,000 VIN#3577
10. 1998 Peterbilt 378 (#8) Tag #165120 GVW 80,000 VIN# 4263
- ~~11. 1989 Peterbilt 377 (#7) Tag #165119? GVW 80,000 VIN# 2550~~
- ~~(GONE - no longer have - got rid of December 2019)~~
12. 2000 Peterbilt 379 (#39) Tag #165121 GVW 80,000 VIN# 6353
13. 2006 International (#109) Tag #189887 GVW 80,000 VIN# 9665
14. 2006 International (#112) Tag #189886 GVW 80,000 VIN# 9668
15. 1998 Warren Trailer (#3) Tag #632782
16. 1977 Tech Trailer (#1) Tag #632783
17. 2016 Armour Lite Trailer (#4) Tag #632781
- 17A. 3 Axle Lowboy Trailer (#2) Tag #632780
18. 2016 Forest River Flat Trailer
19. 2018 Armour Lite Trailer (#5) Tag #633568
20. 2020 Armour Lite Trailer (#6) Tag #647274
21. 2012 Steco Trailer (#19) Tag #644876
22. 2012 Steco Trailer (#20) Tag #644877
23. 1994 Steco Trailer (#8) Tag #644875
24. 1994 Steco Trailer (#7) Tag #644874
- ~~25. 2004 Dodge Ram 2500 - No longer have this~~
26. 2009 Dodge Ram 2500 - purchased 2/2020
27. Bobcat T650 2013 S/N# A3P017405
28. Loader from Tommy Langley
29. 1998 Caterpillar Track Loader from JB Farms S/N#9BL02574
30. Load King Trailer (#11) Tag # S/N

31. PC300 S/N#

32. Barlow Trailer (FB Purchase) purchase price – no insurance


33. Trailer (Ed's) Purchased for VIN#5TU242821CS001206

ADDENDUM

Request for Bids for Demolition of 5701 Merriam Drive, Merriam, KS

1. **The void that is created by the building demolition is to be filled first with two feet of three-inch rock. Then loose friable soils suitable for compaction and properly compacted. Fill material is to be approved by the City. No third party soil testing or compaction report is required.**
2. Landscaping adjacent to building and in parking lot landscape islands, including trees, to be removed.
3. Contractor responsible for the proper removal and disposal of elevator hydraulic fluid.
4. Contractor responsible for the proper removal and disposal of all HVAC refrigerant.
5. Contractor is responsible for removal of in-ground grease interceptor. If needed, the city will have tanks pumped out before work begins.
6. The contractor to whom the Work is awarded will be required to furnish the following Surety Bonds:
 - (a.) Performance Bond - A bond to the City of Merriam, Kansas in the amount of 100% of the amount of the Contract, and in accordance with Kansas Statutory requirements, guaranteeing faithful compliance with the terms of the Contract.
 - (b.) Statutory Bond - A bond to the State of Kansas, as required by statute, to guarantee the payment of labor and material bills.

All bonds shall be executed according to the sample forms hereto attached, signed by a surety company authorized to transact business in the State of Kansas, and acceptable as surety to The City of Merriam, Kansas. Each bond must be accompanied by a "Power of Attorney." The bonds shall be written by an agent authorized to transact business in the State of Kansas.


7-6-20



AGENDA ITEM INFORMATION FORM

AGENDA ITEM: OptumHealth Care Solutions Fitness Passport Service Agreement

SUBMITTED BY: Anna Slocum, Director Parks and Recreation

MEETING DATE: July 27, 2020

PROJECT BACKGROUND/DESCRIPTION:

Staff is seeking approval to join the United HealthCare (Optum Fitness Advantage) Fitness Passport program. Renew Active™ is for participants 65+ who participate in a specific individual policy plan of United Healthcare Medicare Advantage Plan or an AARP Medicare Supplement plan.

After confirmation of proper health insurance, participants will receive a membership card to track visits. Participants gain access to the facility at no additional cost. The member will swipe their membership card to gain entry each visit. At the end of each month, staff will produce a reimbursement report. The report will be generated in the existing recreation software utilized for all registrations and memberships. Reimbursement for visits will be paid via electronic funds transfer by the 23rd day of the month based on the following structure:

Renew Active®	\$3.20/visit	Max \$32/month/member
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This program expands the opportunity for patron participation. Residents with this benefit will seek facilities that are participating in this program as there is no additional money out of pocket.

The program will begin at Merriam Community Center upon completion of program registration procedures.

CITY COUNCIL GOALS AND OBJECTIVES

Enhance Community Identity and Connections

Provide Exceptional Service Delivery

FINANCIAL IMPACT

Amount of Request/Contract: NA

Amount Budgeted: NA

Funding Source/Account #: NA

SUPPORTING DOCUMENTS

Optum Fitness Passport Service Agreement

ACTION NEEDED/STAFF RECOMMENDATION

Staff recommends approval of the agreement with Optum HealthCare Solutions and requests authorization for the Mayor to execute the agreement.

FITNESS PASSPORT SERVICE AGREEMENT

This Fitness Passport Service Agreement (this “Agreement”) is entered into on July 1, 2020 (the “Effective Date”), by and between OptumHealth Care Solutions, LLC, including its affiliates (“Optum”) and Merriam Community Center, including its Participating Facilities (“Network”). For purposes of this Agreement, Network and Optum shall collectively be referred to herein as the “Parties” and individually as a “Party”.

WHEREAS, Network wishes to become part of the Optum Fitness Passport network comprised of facilities that provide services to support the Fitness Passport Program to Optum’s clients; and

WHEREAS, Optum provides its client’s Members access to the Fitness Passport Program (as further described in Appendix A attached hereto and incorporated by reference); and

WHEREAS, Optum desires to include Network as part of its Fitness Passport Program offering so that Optum’s client’s Members may access the Fitness Passport Program.

NOW THEREFORE, for and in consideration of the above recitals, and the mutual covenants and agreements set forth below, and in exchange for other valuable and adequate consideration which the Parties agree is sufficient to enter into this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Except as otherwise specifically indicated, the following terms shall have the following meanings in this Agreement (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Activation ID: A unique system-generated number assigned by Optum and used by both Parties to identify a Member who enrolls in the Fitness Passport Program.

Activation Letter: A letter, which displays the Activation ID that Members print off and present to a Participating Facility to enroll in the Fitness Passport Program.

Fitness Passport Program: A program sponsored by Optum as described in Appendix A herein.

Eligible Member: A benefit holder enrolled in a qualifying health plan that may or may not be a member of a Participating Facility and is not enrolled in the Fitness Passport Program.

Member: A benefit holder enrolled in a qualifying health plan that is enrolled in the Fitness Passport Program and is a member of a Participating Facility.

Participating Facility: Each Network facility location, unless otherwise excluded as expressly stated in Appendix A herein that is obligated by this Agreement to participate in the Fitness Passport Program.

Network Facility Reimbursement: The amount of reimbursement Optum has agreed to remit to Network toward a Member’s monthly membership rate that Network represents has met the established Fitness Passport Program visit criteria as defined by Optum in Appendix A.

ARTICLE 2

TERM AND TERMINATION

2.1 Term. The initial term of this Agreement shall begin on the Effective Date and shall continue through December 31st of the first calendar year ("Initial Term"). Thereafter, this Agreement shall automatically renew on the same terms and conditions on January 1st of each calendar year after the Initial Term for successive twelve (12) month terms (each a "Renewal Term"), unless otherwise agreed to in writing prior to September 1st of each calendar year or otherwise terminated in accordance with Section 2.2 of this Agreement. The Initial Term and each subsequent Renewal Term may be referred to collectively or separately as "Term."

2.2 Termination. This Agreement may be terminated by any of the following:

- a) If either party provides written notice of non-renewal for the next Renewal Term no later than September 1st of the current Term. Following proper notice of non-renewal the current Term will effectively terminate as of midnight local time of Network on December 31; or
- b) By either Party upon mutual written agreement; or
- c) If either Party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after written notice is given by the non-breaching Party, the Agreement shall terminate at the end of the thirty (30) day period. Any failure to use good faith efforts to cure the breach will be considered an early termination under section (d) below.
- d) Network may, at Optum's sole discretion and subject to the early termination fee described below, terminate the Agreement early at the end of any calendar month for an early termination fee that is due in full and payable upon the effective termination date, pursuant to the following fee schedule. Should Network fail to remit timely payment in full as of the effective early termination date, Network will be liable for interest at the rate of one and half percent (1.5%) or the maximum permitted by law, whichever is less, for each thirty (30) day period on a prorated basis that Network has not remitted the full balance due and payable to Optum. Further, Network shall be liable for any collection/legal/court fees Optum incurs to collect such fee and interest.

Early Termination Fee. For each month of the Term remaining as of the effective termination date, Network will pay Optum a lump sum early termination fee upon the effective date of termination equal to fifty percent (50%) of the average Network Reimbursement Fees that Optum paid Network during the current Term (e.g. January – May Optum average fees for these five months equaled \$2,000.00, therefore Network would pay Optum to terminate June 1 an amount equal to \$1,000.00 per month (calculated as 50% of the \$2,000.00 monthly average) for the remaining 7 months of the Term or \$7,000.00).

- e) This Agreement shall terminate immediately and automatically upon delivery to the other Party of written notice of termination on the occurrence of one of the following:
 - i. Bankruptcy, insolvency or the dissolution of either Party;
 - ii. Unauthorized assignment of this Agreement, whereby such assignment will be subject to the early termination fee in (d) above of this Agreement; or

- iii. The loss of any license, qualification, authorization, accreditation or certification required for a Party to perform its duties under this Agreement that was not the result of such Party's willful or negligent act or omission (which such act or omission will be subject to the early termination fee in section (d) above.

Each Party agrees to notify the other Party in writing not later than five (5) business days after the occurrence of any of the events referred to immediately above.

2.3 Effect of Termination: Upon termination of this Agreement, each Party shall immediately cease using the other Party's name, symbol or logo ("Mark"), including but not limited to uses of the Mark authorized by this Agreement. Notwithstanding, the obligation to pay Network Facility Reimbursement to Network by Optum shall survive Termination for 120 days after the termination date.

2.4 Ongoing Obligations. Termination shall not affect either Party's liability for any obligations incurred by such Party prior to the effective date of termination.

ARTICLE 3 OBLIGATIONS OF NETWORK

3.1 Access to, Fulfillment of, and Membership Fees for the Fitness Passport Program.

Each Participating Facility shall provide all Members with unlimited visits to the Participating Facility and all standard Network services, during the hours of operation as advertised by the Participating Facility to include, if applicable, an initial orientation to a Participating Facility and the equipment. In connection with participating in the Fitness Passport Program, each Participating Facility will provide Members with unlimited visits to Participating Facility at the rate set forth in Appendix A.

3.2 Acknowledgement. Network acknowledges that Optum is not a payer of services nor an insurer with respect to any services provided by the Network as part of this Agreement.

3.3 Compliance with Applicable Laws. Both Parties shall comply with all applicable local, state and federal laws. Network shall also obtain and maintain any and all licenses required to fulfill its duties and obligations under this Agreement.

3.4 Cooperation with Optum. Both Parties agree Network shall be the first point of contact for Members and Eligible Members and shall assume all service responsibility with respect to Member participation in the Fitness Passport Program, unless the Member contacts Optum first, in which case that Member will be re-directed to the Network. In the event of an escalated issue whereby Optum's assistance is required for resolution, Optum agrees to cooperate with Network in handling any complaints or inquiries from Members or Eligible Members regarding the Fitness Passport Program.

3.5 Account Management. Network will assign an account management individual or team to support Optum with implementation of the Fitness Passport Program.

ARTICLE 4 OBLIGATIONS OF OPTUM

4.1 Payment to Network. Optum shall pay Network the Network Facility Reimbursement set forth in Appendix A for each eligible Member that meets the Fitness Passport Program's

monthly visit requirement. Payment details for the Network Facility Reimbursement are set forth in Appendix A.

4.2 Hold Harmless. Network agrees that the only payment Optum is responsible for is in accordance with its obligation described in Section 4.1. The Member is responsible for all other costs, fees and charges related to services not included in the Network standard membership services. Network will not seek and will hold Optum harmless for any charges, fees, costs or expenses a Member may incur that are not part of the obligation of Optum under Section 4.1.

4.3 Promotion of Services. Optum shall promote the Fitness Passport Program to Eligible Members through the Optum Web site, marketing and sales brochures, and other distribution channels designated by Optum, including but not limited to telephone and email communications. Optum shall be responsible for the design and production of any such materials and the design and maintenance of the Optum Web site.

ARTICLE 5 CONFIDENTIALITY

5.1 Information. Each Party acknowledges that in the course of performing under this Agreement, it may learn confidential, trade secret, or proprietary information concerning the other Party or third parties to whom the other Party has an obligation of confidentiality. Each Party shall protect and shall not disclose the other's proprietary information, including but not limited to, trade secrets, lists of Activation IDs and Participating Facilities, Member information, reimbursement amounts, and patented, trademarked, trade-named, service-marked, and copyrighted material or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information").

5.2 Protection of Confidential Information. Each Party agrees that during the term of this Agreement:

(a) it will use such Confidential Information only as permitted by this Agreement or as otherwise permitted in writing, (b) it will not disclose such Confidential Information orally or in writing to any third party without the prior written consent of the other Party, (c) it will take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information, and (d) it will not otherwise use such Confidential Information for its own purposes or that of any other person or entity. A Party may disclose Confidential Information if required by law, legal process, or court order, in which case the disclosing Party shall notify the other Party sufficiently in advance of the disclosure, as allowed by law, to permit intervention at its option. The obligations stated in this Section shall survive termination of this Agreement for so long either Party has access to the other's Confidential Information.

5.3 Privacy. Each Party agrees to be bound by any applicable state and federal rules and regulations concerning the privacy and security of Member information.

5.4 Trademarks, Logos and Copyrighted Materials.

Network hereby acknowledges that Optum and its affiliates may, from time to time during the term of this Agreement, provide Network with marketing, promotional or other advertising materials intended for use in connection with the promotion of the Program (such materials together with all content, trademarks, trade names, and/or logos of Optum and its affiliates, the "Optum Marketing Materials"). Optum hereby grants to Network a revocable, nonexclusive, non-

assignable and non-transferable right and license to use and display the Optum Marketing Materials during the term of this Agreement without modification solely in connection with the promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect and Network shall immediately cease its use and display of the Optum Marketing Materials. All uses of the Optum Marketing Materials shall be subject to Optum's prior approval. Optum hereby represents and warrants to Network that it has the right to grant the license as set forth in this paragraph. Except as expressly set forth in this Agreement, Network obtains no other rights in or to the Optum Marketing Materials and Optum and its respective affiliates reserve all rights

Network hereby grants to Optum and its affiliates a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display all names, trademarks, trade names, service marks and logos of Network and its affiliates (collectively, the "Network Marks") during the term of this Agreement solely in connection with the administration and promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect. Network hereby represents and warrants to Optum that it has the right to grant the license as set forth in this paragraph.

ARTICLE 6 DISPUTE RESOLUTION

In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the Parties first met to discuss it, and either Party wishes to further pursue resolution of the dispute, that Party shall refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one (1) year after the date one Party first gave written notice of the dispute to the other Party. A single mediator engaged in the practice of law, who is knowledgeable as to the subject matter relevant to the dispute, shall conduct the mediation under the then current rules of the AAA. The mediation shall be held in a mutually agreeable site. Nothing herein is included to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction.

ARTICLE 7 RESPONSIBILITY FOR DAMAGES AND INDEMNIFICATION

7.1 Responsibility for Damages. Each Party shall be responsible for any and all damages, claims, liabilities, or judgments it incurs that arise as a result of its own acts or omissions. Any costs for damages, claims, liabilities, or judgments incurred at any time by one Party as a result of the other Party's negligence or intentional wrongdoing shall be paid for or reimbursed by the other Party.

Except for claims indemnified hereunder, or breaches of provisions related to confidentiality of information provided, in no event shall either Party be liable to the other for incidental, consequential, economic, special, or lost profit damages, even if such Party has been advised of the possibility of such damages. Consequential damages include, but are not limited to, lost

profits, lost revenues, and lost business opportunities, whether or not the other Party was or should have been aware of the possibility of these damages.

7.2 Indemnification. The Parties shall each indemnify and hold the other harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, including reasonable attorneys' fees ("Damages"), which arise out of a third party claim and to the extent such Damages directly arise from or are the result of the indemnifying Party's: (i) breach of this Agreement; (ii), negligence or willful misconduct. Network shall also indemnify Optum for any claim brought by a Member for the failure to deliver services by Participating Facility, or membership dues and/or associated fee disputes.

7.3 Indemnification Procedures. Promptly, upon becoming aware of any matter which is subject to the provisions of Article 7 (a "Claim"), the Party seeking indemnification (the "Indemnified Party") must give notice of the Claim to the other Party (the "Indemnifying Party"), accompanied by a copy of any written documentation regarding the Claim received by the Indemnified Party.

The Indemnifying Party will, at its option, settle or defend, at its own expense and with its own counsel, the Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense; but the Indemnifying Party will have the right to control the settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The Parties will cooperate in the settlement or defense and give each other full access to all relevant information.

If the Indemnifying Party: (i) fails to notify the Indemnified Party of the Indemnifying Party's intent to take any action within 30 days after receipt of a notice of a Claim; or (ii) fails to proceed in good faith with the prompt resolution of the Claim, the Indemnified Party, with prior written notice to the Indemnifying Party and without waiving any rights to indemnification, including reimbursement of reasonable attorney's fees and legal costs, may defend or settle the Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party will reimburse the Indemnified Party on demand for all Damages incurred by the Indemnified Party in defending or settling the Claim.

ARTICLE 8 MISCELLANEOUS

8.1 Entire Agreement. This Agreement, exhibits and attachments constitute the entire understanding between the Parties and supersedes all proposals, communications and agreements between the Parties relating to its subject matter.

8.2 Independent Contractors. The Parties' relationship to each other is that of independent contractors. No Party shall be deemed to be, or hold itself out as, a partner, agent, employee or joint venture partner of any other Party. No Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent any other Party as an agent, employee or in any other capacity.

8.3 Insurance. Each Party, at its sole cost and expense, shall procure and maintain in full force and effect for the term of this Agreement and after its termination for so long as the services are provided to Members pursuant to this Agreement, adequate commercial general liability insurance coverage, including but not limited to contractual liability insurance coverage, with

limits that are reasonable and customary for its business to cover liabilities and claims which may arise in relation to or in connection with providing such Party's respective services under this Agreement, but in no event less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

8.4 Certificate of Insurance. Network and Optum agree to 1) provide the other, within ten (10) business days of a written request, with a Certificate of Insurance with respect to all liability insurance required under this Agreement, and 2) maintain the foregoing policy or policies of insurance without material change or cancellation except upon thirty (30) days written notice to the other Party.

8.5 Right to Audit. Optum shall have the right to review or to appoint an independent third party auditor to review the files and materials used by Network for the purpose of auditing compliance by Network related to Network's obligations under this Agreement. Optum may exercise such right of audit during normal business hours upon five (5) business days prior written notice to Network. Network shall cooperate with Optum's auditor in the performance of any audit. Optum shall be solely responsible for the cost of the audit, providing however, if such audit reveals reporting discrepancies to Optum, Network shall bear the costs of such audit.

8.6 Fitness Passport Program Performance Standards. The Fitness Passport Program Performance Standards are attached hereto and incorporated herein by reference as Appendix B.

8.7 Assignment. Except as provided in this Section, neither party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. Network and Optum acknowledge that persons and entities under contract with or affiliated with them may perform certain services under this Agreement. Network acknowledges that assignment by Optum of all or any of its rights and responsibilities under this Agreement to any affiliate shall not require Network's prior written consent.

8.8 Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heir(s), personal representatives, executors, administrators, successors, and assigns.

8.9 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

8.10 Amendments. No amendments, modifications, or additions to this Agreement shall be valid unless made in writing and signed by both the Network and Optum.

8.11 Invalidity of Sections of Agreement. If any portions of this Agreement shall, for any reason, be invalid or unenforceable such portions shall be ineffective only to the extent of such invalidity or unenforceability and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

8.12 Survival. The terms and conditions of this Agreement, which by their express or implied terms, survive the termination of this Agreement, shall survive the termination of this Agreement.

8.13 Notices. Any notice, demand, or communication required under this Agreement shall be hand delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the addresses below. The addresses to which notices are sent may be changed by

proper notice.

Notice to Optum:
OptumHealth Care Solutions,
LLC
Attn: Contracts Administration MN101-W013
11000 Optum Circle
Eden Prairie, MN 55344

Notice to Network:
Merriam Community Center
Attn: Parks and Recreation
Director
6040 Slater St
Merriam, KS 66202

8.14 Counterparts. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

IN WITNESS WHEREOF, this Agreement is executed by the parties' authorized officers or representatives and shall be effective as of the Effective Date.

OptumHealth Care Solutions, LLC

11000 Optum Circle
Eden Prairie, MN 55344

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

City of Merriam

Merriam Community Center

6040 Slater St
Merriam, KS 66202

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Internal Control No.: 00611311.0

Appendix A

Fitness Passport Program Fees and Description of Services

- I. **Fitness Passport Program Description:** The Optum Fitness Passport Program provides eligible Members with pre- determined monthly membership rates to Participating Networks when they enroll in the Fitness Passport Program. The Optum Fitness Passport Program also reimburses Participating Networks a pre-determined amount when Members meet the established program criteria as defined by Optum.
- II. **Network Reimbursement Fees:** In connection with participating in the Fitness Passport Program, Optum will reimburse Network a pre-determined amount each calendar month for each participating Member, following Network's validation and representation that the Member has met the program criteria as defined by Optum below. The Network Facility Reimbursement payment is associated with a Member's cumulative number of monthly visits to any Participating Facility. For the avoidance of doubt, the Network Facility Reimbursement payment is not applicable to each Participating Facility individually.

Member Participation Requirement	Network Reimbursement amount paid by Optum
Member visits any Participating Facility during calendar month	\$3.20 per visit to Participating Facility with a maximum monthly payment of \$32.00 (10 visits)

Unless Network has notified Optum in writing no later than August 1st of the current Term the Network Reimbursement Fee will not be negotiable and will continue for the next Renewal Term.

III. **Description of Services:**

1. **Network Responsibilities.**

Network shall be responsible for:

- a) Participating Facility Membership Fees: In connection with participating in the Fitness Passport Program, Network shall waive any and all enrollment and membership fees for those Members that enroll in the Fitness Passport Program. Network will need to enroll the eligible Member in the Fitness Passport Program in order to be eligible for reimbursement.
- b) Network will reasonably cooperate with Optum to create Fitness Passport Program communication and promotional materials for Optum to send to Optum's clients, Members or Eligible Members.
- c) Maintaining a Web site that provides Participating Facilities locations including Network branches by zip code as well as a list of amenities and services, hours of operation and other information for each Participating Facility. Network shall allow Optum to link to this site for purposes of providing information to Eligible Members and Members.

- d) By the seventh day of each month or the next business day if the seventh day of the month falls on a weekend or holiday, the Network or Optum's designated third party will deliver to Optum, in a file format specified by Optum, a file containing the usage data for the prior month for every Member in the Fitness Passport Program, regardless of how many times they visited the Network each month. Network will report a Member's cumulative number of visits to any Participating Facility in the file containing usage data. Network is responsible for ensuring the submitted usage data is accurate. A maximum of one (1) visit per calendar day can be counted towards a Member's monthly visit total to Network. Network will be responsible for accurate reporting monthly and correct any errors in reporting. For purposes of this Agreement, Optum will only be responsible for those records that have been reported within two (2) months from the end of the reported month will be evaluated for possible Network Facility Reimbursement. For example, at the conclusion of the month of April, the Network has two calendar months to report a Member's April visit count for purposes of calculating a possible Network Facility Reimbursement. Upon identifying any processing errors Network will promptly notify Optum of these errors and the errors will be corrected in the next month's payment cycle.
- e) Assisting to resolve questions, complaints or grievances related to a Member's participation in the Fitness Passport Program and to notify Optum via e-mail correspondence of all unresolved Member disputes and/or grievances that require the involvement of Optum.
- f) Additional administrative and support services as described herein.

2. Optum Responsibilities.

Optum shall be responsible for:

- a) Communicating program overview to Members pursuant to Section 4.3 of the Agreement.
- b) Making reasonable efforts to notify Optum's Eligible Members of Fitness Passport Program enrollment guidelines and processes.
- c) Posting updated facilities as a Participating Facility directory on the Optum Web site pursuant to Section 4.3 of the Agreement when available.
- d) Upon receipt of Member Fitness Passport Program utilization information on a monthly basis from Network or Optum's designed third party, Optum will verify the eligibility of Members listed on the monthly Member usage file and indicate which Activation IDs meet eligibility requirements for Network Facility Reimbursement to Network. Optum will designate with an error code any records which are ineligible for any such payments.
- e) By the twenty-third day of each month or the next business day if the twenty-third day of the month falls on a weekend or holiday, Optum will provide the eligibility verification file containing the payment amount of Network Facility Reimbursement to be reimbursed to Network. In addition, by the twenty-third day of the month Optum will send a payment via electronic funds transfer ("EFT") to Optum's designated third party equal to the total amount of Network Facility Reimbursement to Network for the prior month.
- f) Additional administrative and support services as described herein.

3. Additional Fitness Passport Program Guidelines.

- a) The Network Facility Reimbursement period for Network is calculated based on each calendar month only, regardless of the date of enrollment by the Member. A Member who signs up for the Fitness Passport Program will enable Network to be eligible to earn an Network Facility Reimbursement payment from Optum commencing as of the month the Member enrolls. For example, if the Member enrolls in the Fitness Passport Program on January 5, Network may earn the Network Facility Reimbursement if the Member meets their monthly attendance requirement at a Network on or after January 1 through the end of January.

Appendix B

Fitness Passport Program Performance Standards

Network and Optum accept the minimum performance standards set forth below.

Section 1 Minimum Standards

1.1 Customer Service: Participating Facilities and Optum shall work together to resolve all Member complaints and grievances in a timely manner. Network will make best efforts to achieve the Customer Service Deliverables listed in Table 1 below:

TABLE 1 - Customer Service	
Service Level Deliverables	Timeframe
E-mails and written inquiries to and from Participating Facilities from Optum	Network will respond within two (2) business days
Member complaint and/or grievance resolution	Network must notify Optum in a timely manner of any disputes or other grievances involving Members and Network will work to resolve ninety-five percent (95%) of such disputes within seven (7) business days.

1.2 Data and Payment Processing Schedule: Network, Optum and Optum's designated third parties, if applicable will use the following schedule set forth in Table 2 below for processing data and sending payment:

TABLE 2 - Data and Payment Processing (per Appendix		
Network to provide Member usage file to Optum or Optum's designated third party*	Optum to provide eligibility verification file to Optum's third party	Optum or Optum's designated third party to transmit the Network Facility Reimbursement to Network's designated account
By the seventh day of the month or the next business day if the seventh day of the month falls on a weekend or holiday, following the month of usage	By the twenty-third day of the month or the next business day if the twenty-third day of the month falls on a weekend or holiday, following the month of usage**	By the first day of the month or the next business day if the first day of the month falls on a weekend or holiday, following the exchange of data**
Example: February 7 for January usage	Example: February 23 for January usage	Example: March 1 for January usage received in February

* If Optum notifies Network that Optum utilizes a third party to collect Member usage from Network, Network will provide Member's monthly usage reports to Optum's designated third party no later than by the fifth day of the month.

** Subject to timely receipt of usage data received by Network

CITY OF MERRIAM, KANSAS

MONTHLY FINANCIAL REPORT

Finance Department



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

Revenues

	Current Month Actual	YTD Actual	YTD Budget/Est	Over/(Under) YTD Budget/Est
Various Funds:				
1% City Sales Tax	\$ 384,231	\$ 2,041,590	\$ 2,350,471	\$ (308,881)
1/4% City Sales Tax-Storm/Street	96,058	520,693	611,692	(90,999)
1/4% City Sales Tax-Rec. Facilities	96,058	520,693	611,692	(90,999)
City Use Tax	78,425	288,473	216,000	72,473
County Sales Taxes - All	153,599	613,642	689,333	(75,691)
Real Property Taxes - Gen Fund	\$ 1,689,303	\$ 4,134,353	\$ 4,903,298.00	\$ (768,945)
Transient Guest Tax	-	92,143	102,041	(9,898)
Franchise Fees	145,759	636,850	709,000	(72,150)
Court Fines	56,073	352,781	450,000	(97,219)

Expenditures

<i>General Fund - only:</i>	Current Mo. Actual	Monthly Bud/Est	Over/(Under) Bud/Est	Year to Date Actual	Year to Date Bud/Est	Over/(Under) YTD Bud/Est
Salaries and Benefits	\$ 695,141	\$ 776,147	\$ (81,006)	\$ 4,118,018	\$ 4,656,885	\$ (538,866)
Contractual Services:						
OP Fire Services	-	226,246	(226,246)	518,372	1,357,474	(839,101)
Utilities	26,909	48,072	(21,163)	154,116	288,430	(134,314)
Legal	3,794	8,333	(4,539)	25,785	50,000	(24,215)
Property Maint	48,071	58,592	(10,521)	299,607	351,549	(51,942)
Specific Contractual*	38,650	29,640	9,009	115,003	177,843	(62,840)
Other Contractual	206,320	78,420	127,900	364,841	470,521	(105,680)
Commodities:						
Gasoline/Diesel Fuel	120	12,502	(12,382)	25,084	75,010	(49,926)
Other Commodities	19,194	50,530	(31,335)	168,227	303,178	(134,950)

*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 11.04% (\$418,406) less than 2020 budget estimates, which includes use taxes. Year-to-date City use taxes are 33.55% higher than the prior year.
- April 2020 1% and ¼% City sales tax receipts are 33.17% (\$325,053) less than the prior year.
 - Auto sales are 43.58% less than prior year actual.
 - Merriam Town Center/Johnson Drive sales are 47.36% less than prior year actual
 - Other categories are 7.80% more than prior year actual.
- Year-to-date 1% and ¼% City sales taxes are 1.38% (\$47,423) less than prior year actual.
 - Auto sales are 11.33% less than prior year actual.
 - Merriam Town Center/Johnson Drive sales are 18.00% less than prior year actual.
 - Other categories are 42.68% less than prior year actual.
- June Other Contractual expenditures are over budget due to a semi-annual property and liability insurance payment made during the month.

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

Equipment Purchases >\$5,000

Month	Description	Amount
January	City Hall – partial payment for carpet replacement	\$49,870
	Public Works – tire changer equipment	\$12,620
February	City Hall – final payment for carpet replacement	\$25,792
	Fire – prepayment for 2020 Pierce Velocity pumper truck	\$716,272
March	None	\$0
April	Public Works – traffic signal backup system	\$8,300
May	None	\$0
June	Public Works – two snow plow blades	\$21,872
	Public Works – four column lift	\$44,946
	City Hall – HVAC unit	\$21,524

Cash and Investment Balances

FHLB = Federal Home Loan Bank	\$	7,385,000	19%
FHLMC = Federal Home Loan Mortgage Corp.		4,150,000	11%
FNMA = Federal National Mortgage Assn.		2,800,000	7%
FFCB = Federal Farm Credit Bank		900,000	2%
US Treasury Bills		3,827,000	10%
Municipal Bonds		1,020,000	3%
Bank of Blue Valley NOW Account		3,717,738	9%
TD Ameritrade MMA		9,984,781	25%
Total Investments		33,784,520	86%
US Bank Cash Account		5,417,745	14%
Total Cash plus Investments	\$	39,202,264	100%

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

FAQ's

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

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

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

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

Question: What is the City's bond rating?

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

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

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

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

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

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

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

Question: How many households are in the City?

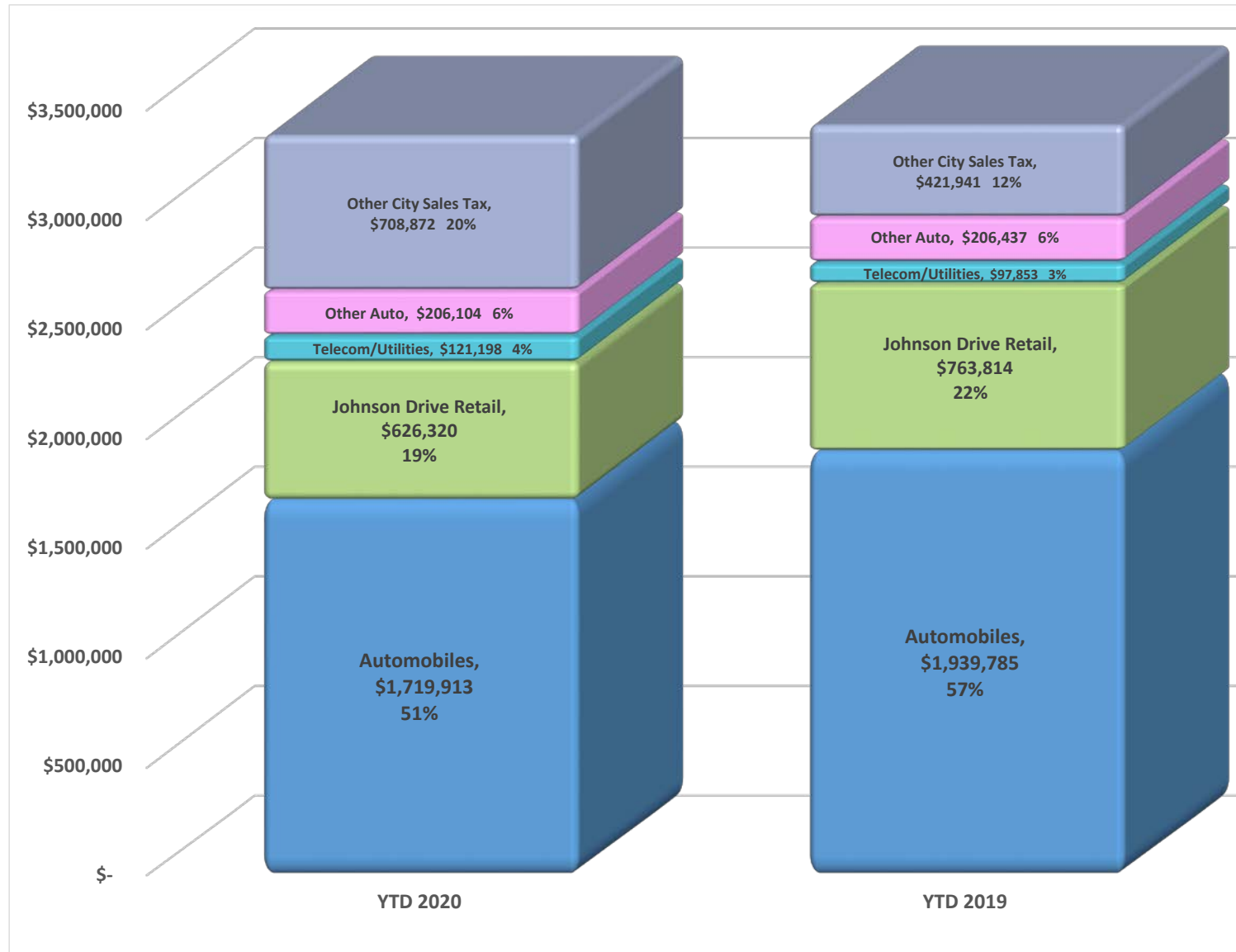
Answer: **5,224 households** (homes and apartments) per the 2010 U.S. Census Bureau

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

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

City of Merriam Sales Tax Comparison - 1.50%

YTD 2020 vs 2019



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

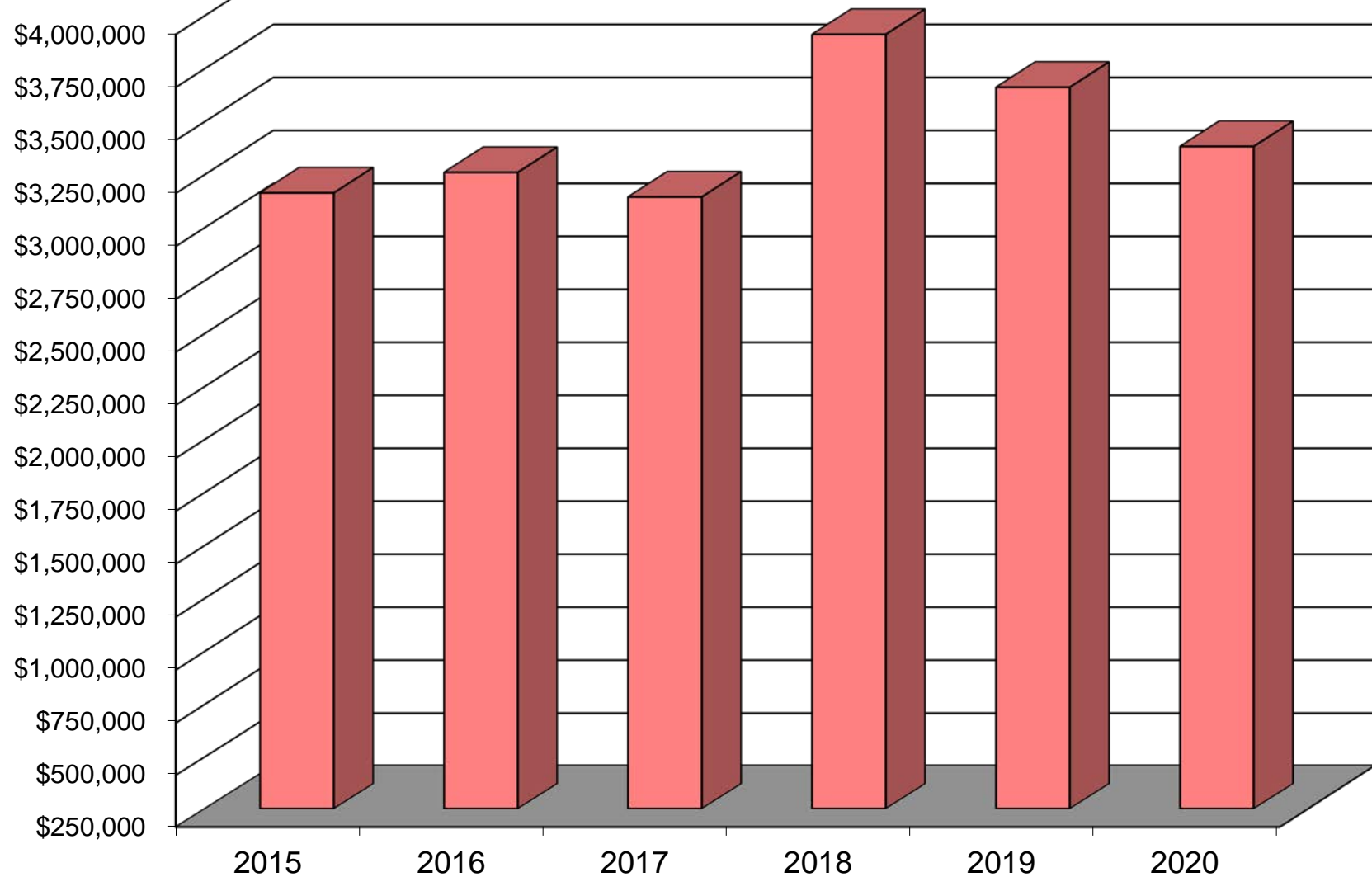
Through: June 2020

Month Collected/Received	2015	2016	2017	2018	2019	2020	Comparison 2019 and 2020	Average 2015-2019
Jan/Mar	765,910	831,320	786,301	849,645	852,037	929,937	77,900	817,043
Feb/Apr	729,500	773,150	738,462	984,697	815,595	994,443	178,848	808,281
Mar/May	870,039	858,854	868,780	997,674	1,014,294	803,256	(211,038)	921,928
Apr/Jun	797,873	796,692	750,690	1,079,168	979,825	654,772	(325,053)	880,849
May/Jul	883,727	931,163	858,245	1,025,175	1,127,238			965,110
Jun/Aug	851,691	865,511	895,143	1,088,415	981,803			936,512
Jul/Sep	969,616	927,803	911,673	1,028,566	1,156,685			998,869
Aug/Oct	882,690	923,896	909,599	1,093,553	1,156,528			993,253
Sep/Nov	824,964	863,243	829,752	898,941	1,092,707			901,921
Oct/Dec	843,995	819,791	887,153	978,915	1,030,482			912,067
Nov/Jan	772,120	844,545	815,416	947,857	1,041,482			884,284
Dec/Feb	752,128	943,732	868,102	966,502	1,043,210			914,735
Total	9,944,253	10,379,700	10,119,316	11,939,108	12,291,885	3,382,408	(279,343)	10,934,852
YTD	2015	2016	2017	2018	2019	2020		
June 2020	3,163,322	3,260,016	3,144,234	3,911,184	3,661,751	3,382,408		

Average Collections Between 2015-2019	\$	10,934,852
Budgeted 2020		11,369,562
Estimate Based on Current Collection Rate		10,147,224
Over/(Under) at Current Collection Rate	\$	(1,222,338)

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

**1.50% City Sales & Use Tax Year to Date Comparison
2015-2020
(1.50% effective Jan. 1, 2018, 1.25% prior years)**



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

Through: June 2020

Month Collected/Received	2015	2016	2017	2018	2019	2020	Comparison 2019 and 2020	Average 2015-2019
Jan/Mar	133,617	130,730	132,558	164,426	147,949	152,833	4,885	141,856
Feb/Apr	125,764	129,905	136,333	149,591	148,168	156,265	8,097	137,952
Mar/May	138,507	145,445	148,999	178,476	167,514	150,945	(16,570)	155,788
Apr/Jun	140,620	141,130	157,071	171,127	165,807	153,599	(12,208)	155,151
May/Jul	142,876	136,074	168,652	179,056	182,514			161,835
Jun/Aug	151,260	150,786	181,983	185,132	176,338			169,100
Jul/Sep	148,744	150,089	172,667	166,088	181,055			163,729
Aug/Oct	145,684	148,762	176,915	175,932	178,013			165,061
Sep/Nov	146,413	152,714	180,671	164,596	178,770			164,633
Oct/Dec	145,100	140,607	165,159	163,132	176,796			158,159
Nov/Jan	145,355	142,131	171,494	183,409	177,798			164,037
Dec/Feb	155,653	172,005	196,607	189,838	194,792			181,779
Total	1,719,594	1,740,379	1,989,108	2,070,804	2,075,514	613,642	(15,796)	1,919,080
YTD	2015	2016	2017	2018	2019	2020		
June 2020	538,508	547,210	574,961	663,620	629,438	613,642		

Average Collections Between 2015-2019	\$ 1,919,080
Budgeted 2020	2,068,000
Estimate Based on Current Collection Rate	1,840,926
Over/(Under) at Current Collection Rate	\$ (227,074)

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

June 2020
REVENUE SUMMARY BY FUND

Fund Number	Revenues	Budget/Est.	YTD Actual	Monthly Collections	Balance	YTD % Budget/Est.
001	General Fund	\$ 18,456,755	\$ 8,635,438	\$ 2,651,134	\$ 9,821,317	46.79%
201	Special Highway Fund	305,780	76,196	73,911	229,584	24.92%
202	Special Alcohol Fund	24,000	12,355	5,920	11,645	51.48%
203	Special Park & Rec	24,000	12,693	5,934	11,307	52.89%
204	Transient Guest Tax	474,150	122,202	1,285	351,948	25.77%
221	Risk Management Reserve	15,000	18,506	361	(3,506)	123.38%
222	Equipment Reserve Fund	940,000	431,702	78,624	508,298	45.93%
301	Capital Improvement Fund		3,143,334	868,175		
303	I-35 District CIP Fund		25,668	11,663		
401	Bond and Interest Fund	3,227,555	703,508	164,980	2,524,047	21.80%
403	TIFB-I35 District		4,182,601	1,821,391		
702	Special Law Enforcement-State/Local		4,770	-		
TOTAL		\$ 23,467,240	\$ 17,368,974	\$ 5,683,377	\$ 13,454,639	

Average Rate of Sales Tax Collections Should Be:	33.33%
Average Rate of Other Collections Should Be:	50.00%

June 2020 **EXPENDITURE SUMMARY BY FUND**

Fund Number	Expenditures	Budget/Est. *	YTD Actual	Monthly Expenditures	Encumbrances	Balance	YTD % Budget/Est.
001	General Fund	\$ 20,107,482	\$ 8,236,405	\$ 1,358,284	\$ 501,440	\$ 11,369,637	43.46%
201	Special Highway Fund	390,000	219	(24)	350,000	39,781	89.80%
202	Special Alcohol Fund	25,000	19,610	956	-	5,390	78.44%
203	Special Park & Rec	49,000	7,735	2,236	-	41,265	15.79%
204	Transient Guest Tax	625,927	200,848	26,780	3,752	421,327	32.69%
221	Risk Management Reserve	30,000	29,049	462	-	951	96.83%
222	Equipment Reserve Fund	1,496,587	860,570	88,942	47,654	588,363	60.69%
301	Capital Improvement Fund		8,247,622	1,588,500	2,164,345		
303	I-35 District CIP Fund		158,982	76,245	-		
401	Bond and Interest Fund	3,208,125	449,063	-	-	2,759,063	14.00%
403	TIFB-I35 District		2,214,456	987,925	-		
702	Special Law Enforcement-State/Local		7,685	-	-		
TOTAL		\$ 25,932,121	\$ 20,432,243	\$ 4,130,308	\$ 3,067,190	\$ 15,225,777	

Average Expenditure Rate Should Be:	50.00%
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* Excludes budgeted reserves and contingencies

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

<u>Department</u>	<u>2020</u>			<u>2019</u>	<u>Actual 2019</u>
	<u>Annual</u> <u>Budget/Est.</u>	<u>Year-to-date</u> <u>Actual</u>	<u>% of Budget</u> <u>Used</u>	<u>Year-to-date</u> <u>Actual</u>	<u>Over/(Under)</u> <u>Actual 2018</u>
City Council	\$ 85,657	\$ 42,202	49.27%	\$ 35,853	\$ 6,349
Administration	1,166,278	610,980	52.39%	593,938	17,042
Municipal Court	381,248	158,326	41.53%	155,789	2,537
Info Services	530,303	244,147	46.04%	215,792	28,355
General Overhead					
General	312,170	134,773	43.17%	177,722	(42,949)
Utilities	285,500	105,672	37.01%	91,316	14,356
Property Maintenance	270,660	99,264	36.67%	74,320	24,944
Risk Management	195,327	177,960	91.11%	185,719	(7,759)
Legal	106,910	28,171	26.35%	24,740	3,431
Employee Benefits	56,150	12,135	21.61%	16,728	(4,594)
Interfund Transfers	4,537,706	2,383,734	52.53%	2,329,189	54,545
Contingency Usage *	-		0.00%	(551)	551
Police	4,280,552	1,930,156	45.09%	2,041,351	(111,195)
Fire	2,838,973	555,669	19.57%	538,172	17,497
Public Works	2,583,833	902,490	34.93%	1,112,312	(209,822)
Parks & Rec	125,300	54,696	43.65%	346,440	(291,744)
Parks & Rec - New CC	1,545,556	417,663	27.02%	-	417,663
Aquatic Center	-	-	0.00%	5,766	(5,766)
Community Dev	803,988	378,365	47.06%	387,731	(9,365)
Total General Fund	<u>\$ 20,106,111</u>	<u>\$ 8,236,405</u>	<u>40.96%</u>	<u>\$ 8,332,328</u>	<u>\$ (95,923)</u>

Average Expenditure Rate Should Be:	50.00%
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* Excludes budgeted reserves and contingencies

A large, stylized letter 'Z' composed of geometric shapes. The top and bottom horizontal bars are light yellow. The central diagonal bar is blue and contains the text 'INVESTMENT REPORT'. The bottom horizontal bar features a decorative pattern of small triangles in shades of yellow and orange.

INVESTMENT REPORT

**Investment Listing by Maturity Date
6/30/2020**

Fund	Type	Location	Purchase Date	Par Amount	Maturity Date	Yield	Monthly Subtotal
303/901	NOW	Bank of BV *	12/20/06	3,717,738	N/A	1.250%	\$ 3,717,738
301/901	Treasury MMA	TD Ameritrade	09/01/16	9,984,781	N/A	0.010%	\$ 9,984,781
301	MUNICIPAL BOND	TD Ameritrade	10/10/17	100,000	08/01/20	1.870%	
301	MUNICIPAL BOND	TD Ameritrade	04/09/20	100,000	08/01/20	1.203%	
301	TBILL	TD Ameritrade	12/31/19	1,000,000	08/15/20	1.598%	\$ 1,200,000
301	MUNICIPAL BOND	TD Ameritrade	03/19/20	585,000	09/01/20	1.650%	
301	TBILL	TD Ameritrade	12/31/19	1,000,000	09/15/20	1.589%	\$ 1,585,000
301	AGENCY-FFCB	Country Club	03/08/19	400,000	10/26/20	2.490%	
301	AGENCY-FHLB	TD Ameritrade	02/01/17	100,000	10/30/20	1.800%	\$ 500,000
301	AGENCY-FHLB	Country Club	10/28/19	300,000	12/11/20	1.589%	
301	AGENCY-FHLB	TD Ameritrade	01/27/20	2,000,000	12/11/20	1.530%	
222	AGENCY-FNMA	Country Club	09/26/19	300,000	12/28/20	1.620%	
303	AGENCY-FHLB	TD Ameritrade	04/09/20	400,000	12/29/20	0.356%	
301	AGENCY-FHLB	TD Ameritrade	04/09/20	600,000	12/29/20	0.356%	\$ 3,600,000
301	AGENCY-FHLB	Country Club	04/09/20	500,000	01/08/21	0.250%	
301	AGENCY-FHLB	Country Club	04/24/20	325,000	01/08/21	0.250%	
222	AGENCY-FHLB	Country Club	04/24/20	325,000	01/08/21	0.250%	\$ 1,150,000
901	AGENCY-FHLMC	TD Ameritrade	03/14/17	500,000	02/26/21	1.356%	
301	TBILL	Country Club	01/30/20	275,000	02/28/21	1.417%	\$ 775,000
301	AGENCY-FHLB	TD Ameritrade	01/24/20	1,000,000	03/12/21	1.550%	\$ 1,000,000
301	AGENCY-FNMA	TD Ameritrade	05/29/20	1,500,000	04/13/21	0.154%	\$ 1,500,000
301	TBILL	TD Ameritrade	05/29/20	1,552,000	05/20/21	0.169%	\$ 1,552,000
901	AGENCY-FHLB	TD Ameritrade	03/14/18	250,000	06/14/21	2.509%	\$ 250,000
301	AGENCY-FNMA	Country Club	07/29/19	500,000	08/17/21	1.797%	\$ 500,000
301	AGENCY-FNMA	Country Club	07/29/19	500,000	09/08/21	1.862%	\$ 500,000
303	AGENCY-FHLB	TD Ameritrade	02/18/20	340,000	12/10/21	1.400%	
301	AGENCY-FHLB	TD Ameritrade	02/18/20	245,000	12/10/21	1.400%	\$ 585,000
303	AGENCY-FHLMC	TD Ameritrade	01/27/20	1,000,000	01/28/22	1.625%	
901	AGENCY-FHLMC	TD Ameritrade	01/30/20	1,000,000	01/28/22	1.600%	
301	AGENCY-FHLMC	TD Ameritrade	01/30/20	1,000,000	01/28/22	1.600%	\$ 3,000,000
301	AGENCY-FHLB	TD Ameritrade	03/30/20	1,000,000	03/30/22	0.940%	\$ 1,000,000
301	MUNICIPAL BOND	TD Ameritrade	05/07/20	235,000	12/01/22	1.050%	
222/303	AGENCY-FHLMC	Country Club	06/30/20	650,000	12/29/22	0.350%	\$ 885,000
221	AGENCY-FFCB	Country Club	01/30/20	350,000	01/23/23	1.441%	
301	AGENCY-FFCB	Country Club	01/30/20	150,000	01/23/23	1.441%	\$ 500,000
Weighted Yield						0.700%	<u><u>\$ 33,784,520</u></u>

MEMORANDUM

DATE: July 27, 2020
TO: City Council
FROM: Bryan P. Dyer, Community Development Director
RE: Residential code enforcement mapping and data for 2019 calendar year

Attached to this memo are two maps illustrating residential code enforcement activity for the calendar year of 2019. Additional statistics are included in the body of this memo.

The following tables and maps were generated from the data stored in Citizenserve. Citizenserve is the data management product utilized by Community Development to perform a number of functions including tracking code enforcement statistics. As a result of this, staff has access to reliable and useable code enforcement data.

To track the location of code violations, code enforcement divides the city into the same zones used by the Merriam Police Department. For ease of understanding and clarity, the attached maps consolidate the primarily residential police zones into four “Neighborhood Areas”.

Map 1 – Number of Residential Violations 2019

Map 2 – Number of Residential Multiple Violations in 2019

These maps summarize the location and number of violations that occurred in the calendar year of 2019. A violation is not a notice to appear in court (citation) for code infractions. Typically, following an observation of a violation, code enforcement staff sends the offender a “Notice of Violation” letter detailing the violation or violations. The letter provides city staff contact information and the date by when the violation must be abated. The vast majority of code violations are abated by the offender after they receive the Notice of Violation letter. Citations are typically issued to those individuals who, after multiple notifications, do not abate the violation within the specified time.

The maps also contain a table summarizing “Total Violations” and “Address w/Violation” by Neighborhood Area. Total Violations is the total number of residential code violations that were sent to an offender. In some instances, one letter will contain a listing of multiple violations. Address w/Violation summarizes the total number of *unique* residential addresses to which Community Development has sent a violation letter.

The table contains statistics for “Dwelling Units 1 and 2 Family” and “% of Dwelling Units w/Violation”. The Dwelling Units 1 and 2 Family data is an estimation of the number of single family and duplex/townhome/triplex/quadplex units in each Neighborhood Area based on address points. By adjusting the number of violations by the number of dwelling units in each Neighborhood Area, the % of Dwelling Units w/Violation statistic provides a comparison of code violation statistics for each Neighborhood Area.

Map 1 provides a visual representation of the number of violations by address. The larger the dot, the greater the number of violations that occurred at that address.

Map 2 provides a visual representation of the residential addresses that received multiple Notice of Violation letters. In the majority of these instances, each letter was for a different type of violation, i.e. – one letter for tall weeds and grass and the second letter for inoperable vehicle stored outside. The map legend summarizes the number of repeat addresses by Neighborhood Area.

Top Five Violations

The following tables summarize the Top Five Violations in each Neighborhood Area by the number of violations observed in 2018 and 2019. The last table summarizes the most frequent code violations for the entire city.

2018

Area 1

Violation

Tall weeds and grass	85
Unauthorized storage of boats, trailers, campers	82
Unauthorized off-street parking or loading	59
Failure to remove dead trees and/or brush/limb pile	56
Outside storage of inoperable vehicles	46

Area 2

Violation

Unauthorized storage of boats, trailers, campers	20
Unauthorized outside storage	19
Failure to remove dead trees and/or brush/limb pile	16
Tall weeds and grass	12
Outside storage of inoperable vehicles	11

2019

Area 1

Violation

Tall weeds and grass	110
Outside storage of inoperable vehicles	66
Unauthorized storage of boats, trailers, campers	50
Unauthorized outside storage	45
Substandard exterior building conditions	33

Area 2

Violation

Tall weeds and grass	22
Unauthorized storage of boats, trailers, campers	21
Outside storage of inoperable vehicles	15
Maintaining a public nuisance	14
Failure to remove dead trees	9
Failure to remove dead trees and/or brush/limb pile	9

2018**Area 3****Violation**

Outside storage of inoperable vehicles	36
Failure to remove dead trees and/or brush/limb pile	25
Unauthorized Storage of boats, trailers, campers	24
Tall weeds and grass	21
Unauthorized off street parking of loading	12

Area 4**Violation**

Unauthorized outside storage	9
Tall weeds and grass	6
Outside storage of inoperable vehicles	3
Failure to remove dead trees and/or brush/limb pile	3
Maintaining a public nuisance	3
Substandard exterior building conditions	3

Total Residential Violations**Violation**

Unauthorized storage of boats, trailers, campers	128
Tall weeds and grass	124
Failure to remove dead trees and/or brush/limb pile	100
Outside storage of inoperable vehicles	96
Unauthorized off-street parking or loading	78

2019**Area 3****Violation**

Outside storage of inoperable vehicles	32
Tall weeds and grass	29
Maintaining a public nuisance	18
Substandard exterior building conditions	16
Unauthorized outdoor storage	11

Area 4**Violation**

Unauthorized storage of boats, trailers, campers	7
Tall weeds and grass	6
Unauthorized off-street parking or loading	3
Outside storage of inoperable vehicles	3
Failure to remove dead trees and/or brush/limb pile	3

Total Residential Violations**Violation**

Tall weeds and grass	167
Outside storage of inoperable vehicles	116
Unauthorized storage of boats, trailers, campers	109
Unauthorized outside storage	65
Substandard exterior building conditions	59

The table below is for all properties in Merriam. This table shows the progression of code enforcement from the first step of sending a “Notice of Violation” letter, followed by a “Final Notice of Violation” letter, and ultimately a “Notice to Appear” (citation to appear in municipal court). As the table demonstrates, the vast majority of code violations are abated before a Notice to Appear is sent. Only a small percentage of violations are not abated and result in the violator being issued a notice to appear in court.

Notice of Violations All Properties

	2017	2018	2019
Notice of Violation letters	516	573	558
Final Notice of Violation letters	212	252	245
Notice to Appear (Citation)	20	18	38

Residential Violations

	2017	2018	2019
Residential Violations	665	757	730

Summary

Except where noted, the above statistics do not include exterior violations for apartment complexes or commercial properties. In general, Merriam’s apartment complexes and commercial properties have very few exterior code violations. These statistics do not include the frequent personal contacts made by Community Development staff. Many times personal contact involves educating both the complainant and violator and informing residents of the need to modify their behaviors to avoid receiving a Notice of Violation. The data on the number of personal contacts made by Community Development staff is included in the monthly Code Enforcement Logs.

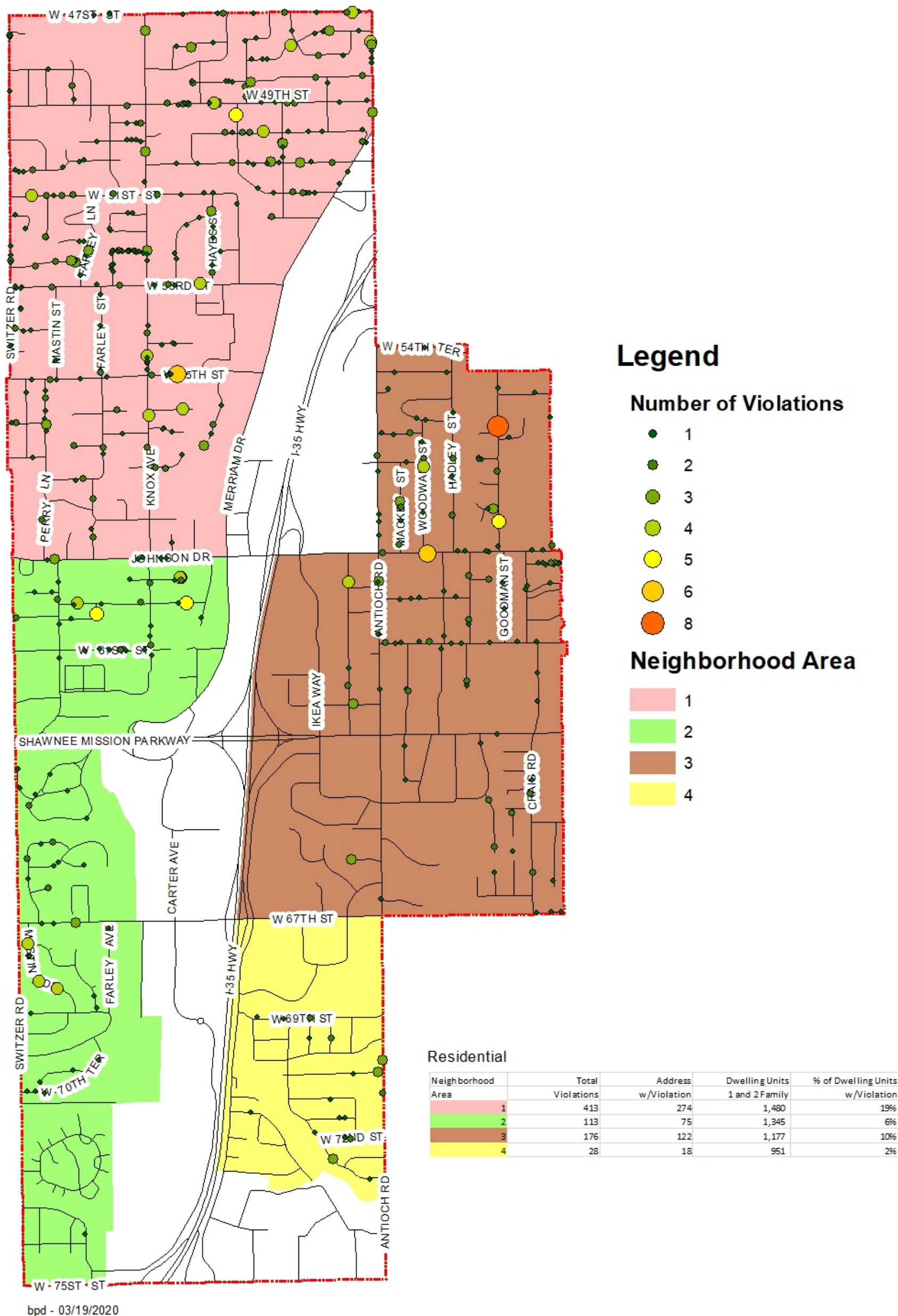
Comparing the 2019 data to the previous year’s data shows a drop in the number of residential violations. The largest number of violations are in Neighborhood Area 1, which is the largest area in size, population, and number of residences.

The greatest number of violations were written for tall weeds and grass; unauthorized storage of boats, trailers, campers; outside storage of inoperable vehicles; and unauthorized outdoor storage are all “non-structural” violations that do not involve the residence. A point of Code Enforcement emphasis in 2019 was structures with chipped and peeling paint and/or driveways in disrepair. This result of this emphasis was an increase in the number of “substandard exterior building conditions”. However, on the whole, Merriam’s housing stock is well maintained.

Community Development’s code enforcement staff takes pride in their job of gaining resident compliance with the city’s property maintenance requirements. This report and the data it contains will be used by staff to educate citizens on code enforcement activity in their neighborhoods and how to avoid receiving a “code violation” letter. The memo will also be placed on the city’s website and accessible by all residents.

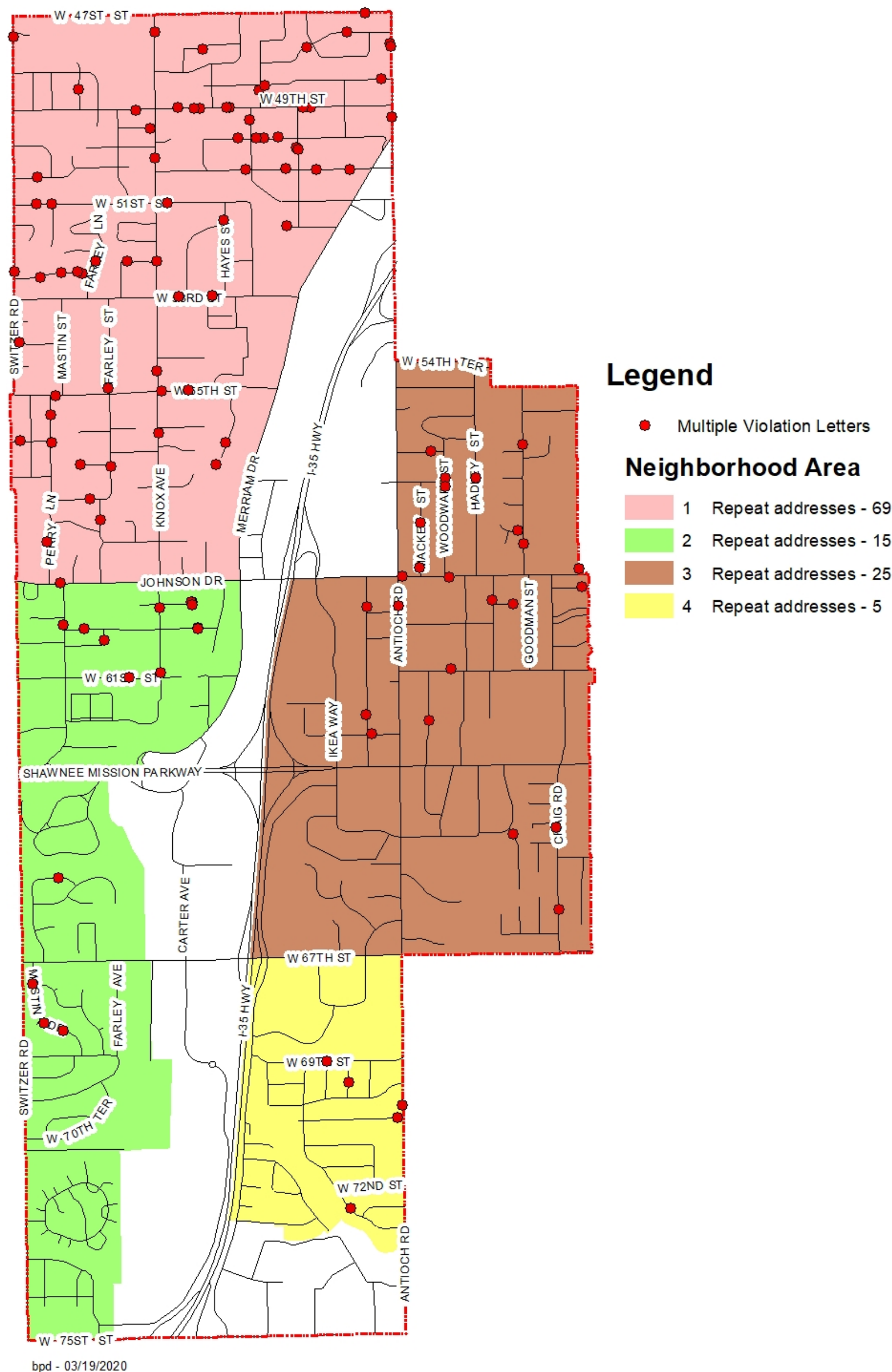
Map 1

Number of Residential Violations in 2019



Map 2

Residential Multiple Violation Letters in 2019



2019 Building Permit Report

City Council
July 27, 2020



2003-2019 Building Permits

- Issued 582 Building Permits in 2019
- Largest number of permits issued
- \$52,082,910 Building Permit Valuation in 2019

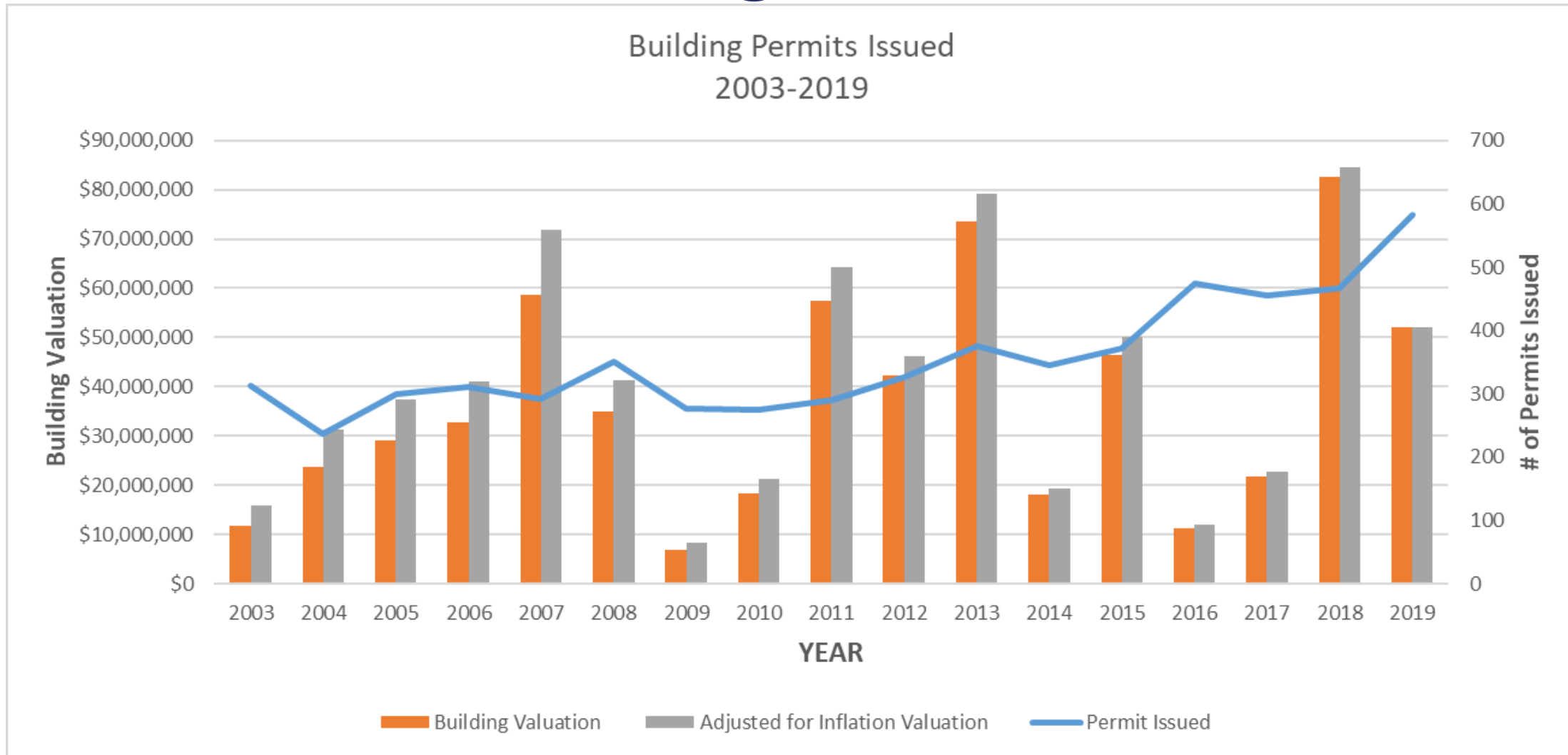
2003-2019 Building Permits

	Pemits	Building	Adjusted for
Year	Issued	Valuation	Inflation Valuation
2003	313	\$ 11,850,736	\$ 15,993,137
2004	236	\$ 23,644,904	\$ 31,256,548
2005	299	\$ 29,005,424	\$ 37,390,856
2006	311	\$ 32,706,443	\$ 41,097,254
2007	291	\$ 58,562,405	\$ 71,929,626
2008	351	\$ 34,869,063	\$ 41,407,771
2009	276	\$ 6,985,079	\$ 8,302,817
2010	274	\$ 18,360,643	\$ 21,354,803
2011	290	\$ 57,348,742	\$ 64,163,438
2012	326	\$ 42,237,321	\$ 46,174,538
2013	375	\$ 73,549,686	\$ 79,277,356
2014	346	\$ 18,117,221	\$ 19,436,532
2015	372	\$ 46,519,392	\$ 49,991,844
2016	474	\$ 11,282,680	\$ 12,028,500
2017	456	\$ 21,789,792	\$ 22,806,524
2018	466	\$ 82,688,061	\$ 84,604,927
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2003-2018 Building Permits



CITY COUNCIL SUGGESTED MOTIONS FOR YOUR CONSIDERATION

CONSENT AGENDA

1. Move that the council approve Consent Agenda item 1.

MAYOR'S REPORT

1. No motion.

FINANCE AND ADMINISTRATION

1. Move that the council accept the bid of \$100,475.00 which includes bid alternates 22a, 22b and 22g from Denton Excavating for the demolition of 5701 Merriam Drive and authorize the Mayor to sign the contract upon final approval from the City Attorney.
2. Move that the council approve the agreement with Optum HealthCare Solutions and authorize the Mayor to execute the contract.
3. No motion.

COMMUNITY DEVELOPMENT/PUBLIC WORKS

1. No motion.
2. No motion.

STAFF ITEMS