

**MERRIAM CITY COUNCIL AGENDA  
CITY HALL  
9001 WEST 62<sup>ND</sup> STREET  
March 8, 2021  
7:00 P.M.**

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

<p><b>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.</b></p>
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<https://us02web.zoom.us/j/87121805375?pwd=czJGZ1QrT3JyK0xUOHZhTmxFSWhsUT09>

1-346-248-7799

Webinar ID: 871 2180 5375

Passcode: 861705

**I. CALL TO ORDER - PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

**III. PUBLIC ITEMS**

In response to COVID-19 and remote City Council meetings, the public comment process that normally occurs during the City Council meeting has temporarily changed. Members of the public are still encouraged to share comments about matters that may or may not appear on the agenda by the following process below:

Submit public comment to the City Clerk at [jpinnick@merriam.org](mailto:jpinnick@merriam.org) by 6 p.m. on the date of the meeting; comments are limited to 500 words; must include "Public Comment" in the subject line; commenters must include their name and their address. Late submissions, submissions without "Public Comment" in the subject line; and comments without name and address will not be read into the public record. In accordance with the *Governing Body Rules of Procedure*, the City reserves the right to refuse Public Comments that are personal, impertinent or slanderous.

**IV. CONSENT AGENDA**

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

1. Consider approval of the minutes of the City Council meeting held February 22, 2021.

2. Consider approval of a bid award to J.M. Fahey for 2021 Street Improvement projects.
3. Consider approval of the purchase and installation of 31 residential LED streetlights.
4. Consider approval of a Professional Services Agreement with BHC Rhodes for preliminary engineering study of West Vernon Place storm drainage.

**V. MAYOR'S REPORT**

1. Proclamation declaring Heroes Week March 7-13.
2. Police Department Annual Report

**VI. COUNCIL ITEMS**

1. Consider approval of the purchase of play equipment for Chatlain Park.
2. Consider approval of an ordinance authorizing the sale, consumption and possession of alcoholic liquor during certain Parks and Recreation Special Events.(first reading)
3. Consider approval of 2021 Council Goals and Objectives.
4. CIP Update.

**VII. STAFF ITEMS**

**VIII. EXECUTIVE SESSION**

**IX. ADJOURNMENT**

Respectfully submitted,

*Juliana Pinnick*

City Clerk

**MERRIAM CITY COUNCIL MINUTES  
CITY HALL  
9001 WEST 62<sup>ND</sup> STREET  
February 22, 2021  
7:00 P.M.**

**This was a virtual meeting held via Zoom.**

**I. CALL TO ORDER - PLEDGE OF ALLEGIANCE**

Mayor Sissom called the meeting to order at 7:00 pm. Council and staff said the Pledge of Allegiance.

**II. ROLL CALL**

The following Councilmembers were present via Zoom meeting:

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

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; Darren McLaughlin, Police Chief; Bryan Dyer, Community Development Director; Donna Oliver, Finance Director; and Juli Pinnick, City Clerk.

**III. PUBLIC ITEMS**

In response to COVID-19 and remote City Council meetings, the public comment process that normally occurs during the City Council meeting has temporarily changed. Members of the public are still encouraged to share comments about matters that may or may not appear on the agenda by the following process below:

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record. In accordance with the *Governing Body Rules of Procedure*, the City reserves the right to refuse Public Comments that are personal, impertinent or slanderous.

There were no Public Comments.

#### IV. CONSENT AGENDA

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

1. Consider approval of the minutes of the City Council meeting held February 8, 2021.
2. Consider approval of an interlocal agreement with Mid-America Regional Council (MARC) for Planning Sustainable Places grant.
3. Consider approval of the purchase of two (2) police cars.

Councilmember Kaldahl requested items 2 and 3 be removed from the consent agenda.

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

Councilmember Kaldahl asked if MARC would be hiring the consultant and be managing the project.

Community Development Director Bryan Dyer responded that MARC will be acting as the project manager as they are familiar with these types of projects and grants.

**COUNCILMEMBER KALDAHL MOVED THAT THE COUNCIL APPROVE AN INTERLOCAL AGREEMENT WITH MARC FOR PLANNING SUSTAINABLE PLACES GRANT. COUNCILMEMBER PAPE SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.**

Councilmember Kaldahl asked about the difference in the budgeted amount and the cost of the cars and if that difference would be used to outfit the cars.

Police Chief Darren McLaughlin stated that there are three cars budgeted this year and are only 2 will be purchased two at this time. The remaining funds will be used to purchase the third vehicle in the 3<sup>rd</sup> or 4<sup>th</sup> quarter of 2021. The money to equip

the cars comes from a different budget line item and those costs will be within that budget.

**COUNCILMEMBER KALDAHL MOVED THAT THE COUNCIL APPROVE THE PURCHASE OF TWO (2) POLICE CARS. COUNCILMEMBER PAPE SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.**

## **V. MAYOR'S REPORT**

Mayor Sissom commented that this will be the last council meeting for Meredith Hauck who is leaving the City of Merriam. Mayor Sissom commented that four years ago the city decided to hire Meredith and it was a very good decision. Her accomplishments over the past four years included being the project manager for the new Community Center and coordinating the co-location of the Johnson County Library which will be built next to the Community Center. The results of her actions are very apparent in the great new Community Center. She led the communications push for a successful Community Center sales tax, and the ¼ cent Street and Stormwater sales tax renewal. She facilitated several public art projects over the past four years. She updated the city's performance evaluation system. She also initiated the city's new website design, all these accomplishments takes a great deal of dedication and expertise in many areas. He thanked her for her service with Merriam and wished her the best.

Ms. Hauck commented that she feels very fortunate to have been able to work with such a great team of employees at Merriam and also appreciates all the support she has received from the City Council.

## **VI. COUNCIL ITEMS**

1. Consider approval a small cell facility agreement with AT&T.

City Administrator Chris Engel provided the background for this item.

The City has been approached by New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (AT&T), which is interested in placing small cell facilities in the City's Right-of-Way (ROW) to provide 5G service.

The City has previously entered into franchise agreements with telecommunications providers to spell out the shared obligations and allowable processes for operating in the ROW. However, the State of Kansas enacted a statutory change in 2019 prohibiting the use of franchise agreements for small cell facilities. Based on this change, this Master License Agreement was crafted through group negotiation by several City Attorneys in Johnson County, spearheaded by Overland Park, with input from AT&T.

This Agreement sets out the rights of the City and AT&T for the placement and construction of small cell facilities in the City's right-of-way. The

Agreement has a 10-year term and automatically renews twice with 5-year terms, unless either party chooses to terminate. The City has final approval of placement sites, and does not have to allow attachment of a small-cell facility to a city facility (such as specific light poles). If attachment to a utility pole or city facility is not possible, AT&T would place a monopole instead. Staff has shared with AT&T its desire to make any new monopoles in the ROW as inconspicuous as possible. Individual placement details are included in a separate application process.

Overland Park and Lenexa have already approved this agreement. Staff expects Leawood, Olathe, Prairie Village, and Shawnee will approve the same or similar agreements in the coming months.

Chris Carroll, AT&T representative, was also on the Zoom call and available for questions.

Councilmember Hands expressed concern over maintenance of equipment installed by utility companies. She wishes there was a mechanism to hold these companies accountable for making sure the facilities they install remain in good condition, as some show signs of damage or deterioration and there doesn't seem to be any mechanism to ensure they are properly maintained. She also asked who on staff handles the supplemental applications for facilities and facilitates the inspections.

City Administrator Chris Engel replied that Public Works administers the applications and has a right-of-way inspector who manages the permits and oversees construction of the facilities.

Councilmember Kaldahl asked if there were any applications for installing small-cell equipment already submitted.

Mr. Engel responded that this is simply an agreement that sets the parameters for installation of equipment. Any application to install equipment would be processed through Public Works.

Councilmember Neal asked if AT&T was able to allow the co-location of multiple carriers on their same facilities to prevent overcrowding in the right-of-way.

Chris Carroll, AT&T representative, stated their small-cell technology would not allow for co-location because it would cause radio interference between the different carriers.

Councilmember Neal stated if the current FCC Ruling is appealed and the safe harbor rate is eliminated, the previous 18-month arrears period for AT&T to repay the difference between the FCC safe harbor rate and the City fee should

be greater to incentivize AT&T to pay the City fee instead of the safe harbor rate.

Chris Carroll, stated the 18-month figure was the result of months of negotiations between AT&T and Johnson County city attorneys and that timeframe was no longer under negotiation.

**COUNCILMEMBER HANDS MOVED THAT THE COUNCIL APPROVE A SMALL CELL FACILITY AGREEMENT WITH AT&T. COUNCILMEMBER YADRICH SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.**

2. Monthly Finance Report.

Finance Director Donna Oliver provided the Finance Report for the month of January.

3. Community Development Update.

Community Development Director Bryan Dyer commented that the updates to the Comprehensive Plan have been finalized. The advisory committee held their final meeting and made one final revision. They have recommended approval of the plan to the Planning Commission who will hold a public hearing on the plan next Wednesday. If approved by the Planning Commission, it will then be sent to City Council for approval.

The agreement for the Planning Sustainable Places Grant was approved earlier this evening and the next step in that process is to interview consultants for the project.

Staff submitted the new stormwater master plan earlier this week. This plan measures the stormwater quality in our city. This plan is required to be updated every 5 years.

Bob's Discount Furniture, located in the northern portion of the old Hen House space have submitted a building permit. The façade improvements show there will be two store fronts. One for Bob's furniture and the other for an unnamed tenant.

## VII. STAFF ITEMS

City Administrator Chris Engel reminded council that the updates to the Governing Body Rules and City Council Policies were sent out for council's review. It is anticipated that this will be an Agenda item in late March. Also the Council Goals and Objectives for the budget have been sent out for revisions. Send any

suggestions to Donna Oliver and council will be discussing those and approving at a future council meeting.

Applications for the new Assistant City Administrator have been received. There were about 60 applicants, and those have been narrowed down to 10. A list of questions has been sent to the 10 applicants to further narrow down the candidates. The finalists will then get interviewed over the next couple of weeks.

**VIII. EXECUTIVE SESSION**

**IX. ADJOURNMENT**

**THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COUNCIL, COUNCILMEMBER PAPE MOVED TO ADJOURN AT 8:22 PM. COUNCILMEMBER HANDS SECONDED, AND THE MOTION WAS UNANIMOUSLY APPROVED.**

Respectfully submitted,

*Juliana Pinnick*

City Clerk



## AGENDA ITEM INFORMATION FORM

**AGENDA ITEM:** Award Construction Contract to J.M. Fahey for the 2021 Residential Streets Overlay Program, Sidewalk Repair/Maintenance Program, and the East Frontage Rd (67<sup>th</sup> to 75<sup>th</sup>) CARS Program.

**SUBMITTED BY:** Jim MacDonald, Public Works Director

**MEETING DATE:** March 8, 2021

**PROJECT BACKGROUND/DESCRIPTION:**

On February 17, 2021 staff opened three (3) bids for the 2021 Street Improvements Program for the projects listed above. The projects were similar in scope and “bundled” to make bidding the project more competitive.

A major part of the 2021 Street Improvements is being completed on East Frontage Rd from 67<sup>th</sup> to 75<sup>th</sup>. Since an estimated 5400 motorists use this two-lane roadway daily, staff considered it to be important that the time and impact of construction was limited. East Frontage Rd is the sole access to Georgetown Apartment complex and also serves as the main entrance to several businesses. Advent Health also utilizes East Frontage as a route for one of its Emergency entrances. This contract is being awarded based on dollars and days. To calculate the total bid, the days to complete the project is multiplied by the daily liquidated damages amount (\$2000.00 per day) then added to the base bid to equal a total bid.

Contractor	Base bid	Days to complete	Total Bid
Engineers Estimate	\$2,198,439.50		
<b>J.M. Fahey Construction</b>	<b>\$1,829,801.35</b>	<b>110 \$220,000.00</b>	<b>\$2,049,801.35</b>
Kansas Heavy	\$1,770,702.16	150 \$300,000.00	\$2,070,702.16
Phillips Concrete	\$1,955,283.25	50 \$100,000.00	\$2,055,283.25

J.M. Fahey Construction	Bid Amount	Budget
2021 Cars Program including Carmax Drive	\$906,874.35	\$1,549,000.00
Mill and Overlay Program	\$577,103.00	\$650,000.00
Sidewalk Program	\$206,234.00	\$150,000.00
<b>Total</b>	<b>\$1,829,801.35</b>	<b>\$2,349,000.00</b>

The bid for the Sidewalk Program is \$56,234.00 over budget; however, the Mill and Overlay Program is \$72,897.00 under budget. We would like to use the unused portion of the Mill and Overlay Program to fund the overage of the Sidewalk Program.

Affinis, Corp. has checked all bids for accuracy and recommends the Contract be awarded to JM Fahey Construction based on them having the lowest total bid price.

**CITY COUNCIL GOALS AND OBJECTIVES**

3.2 Sustain capital improvement efforts.

**FINANCIAL IMPACT**

<b>Amount of Contract:</b>	\$1,829,801.35
<b>Amount Budgeted:</b>	\$1,549,000.00 Construction East Frontage and Carmax Drive \$650,000.00 Mill and Overlay Program \$150,000.00 Sidewalk Maintenance/Repair Program
<b>Funding Source/Account #:</b>	Capital Improvement Fund – 301-0000-511-45.10 GC2102 East Frontage and CarMax Dr., Capital Improvement Fund – 301-0000-511-45.10 GM2002 Sidewalk Maintenance, Capital Improvement Fund – 301-0000-511-45.10 GM2103 Mill & Overlay

**SUPPORTING DOCUMENTS**

Engineers recommendation letter, map

**ACTION NEEDED/STAFF RECOMMENDATION**

Staff recommends the Council award the 2021 Street Improvements Program construction contract to J.M. Fahey Construction in the amount of \$1,829,801.35

February 24, 2021

Jim MacDonald  
Public Works Director  
City of Merriam  
6901 Knox Street  
Merriam, Kansas 66203

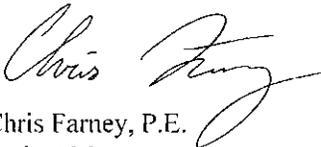
RE: **2021 Street Improvements**  
**East Frontage Road (75th Street to 67th Street)**  
**Carmax Drive (East Frontage Road to Lee Drive)**  
**Mill & Overlay Program**  
**Sidewalk Program**  
**City Project Nos. 320001341**  
Affinis Project No. 20-0517.0100

Dear Jim:

We have reviewed the bids received on Wednesday, February 17, 2021. The bids received were based upon a calculation that includes the dollar amount of the bid plus the number of days that the contractor agreed to complete the project multiplied by the liquidated damages per day. The bids were calculated this way to ensure that the work done on East Frontage Road is completed in a timely manner. East Frontage Road is heavily traveled with an average daily traffic in excess of 5000 vehicles. Advent Health Shawnee Mission, Georgetown Apartments, and Carmax are all located on East Frontage Road so minimizing construction time is an important factor in bidding the project. In the tabulation of the bid, there were inaccuracies in the bid submitted by Phillips Paving but the mathematical errors did not affect the outcome of the bids. J.M. Fahey Construction Company is the low bidder. Their base bid of \$1,829,801.35 combined with their 110 working days resulted in the lowest total bid.

J.M. Fahey has constructed several municipal street projects throughout the Kansas City metropolitan area. They have proven to be an acceptable contractor. We have no objection to them performing the work. Based on the bid proposal submitted, Affinis Corp recommends the above referenced projects be awarded to J.M. Fahey Construction Company. If you have any questions, please do not hesitate to call.

Very truly yours,



Chris Farney, P.E.  
Project Manager

Attachment

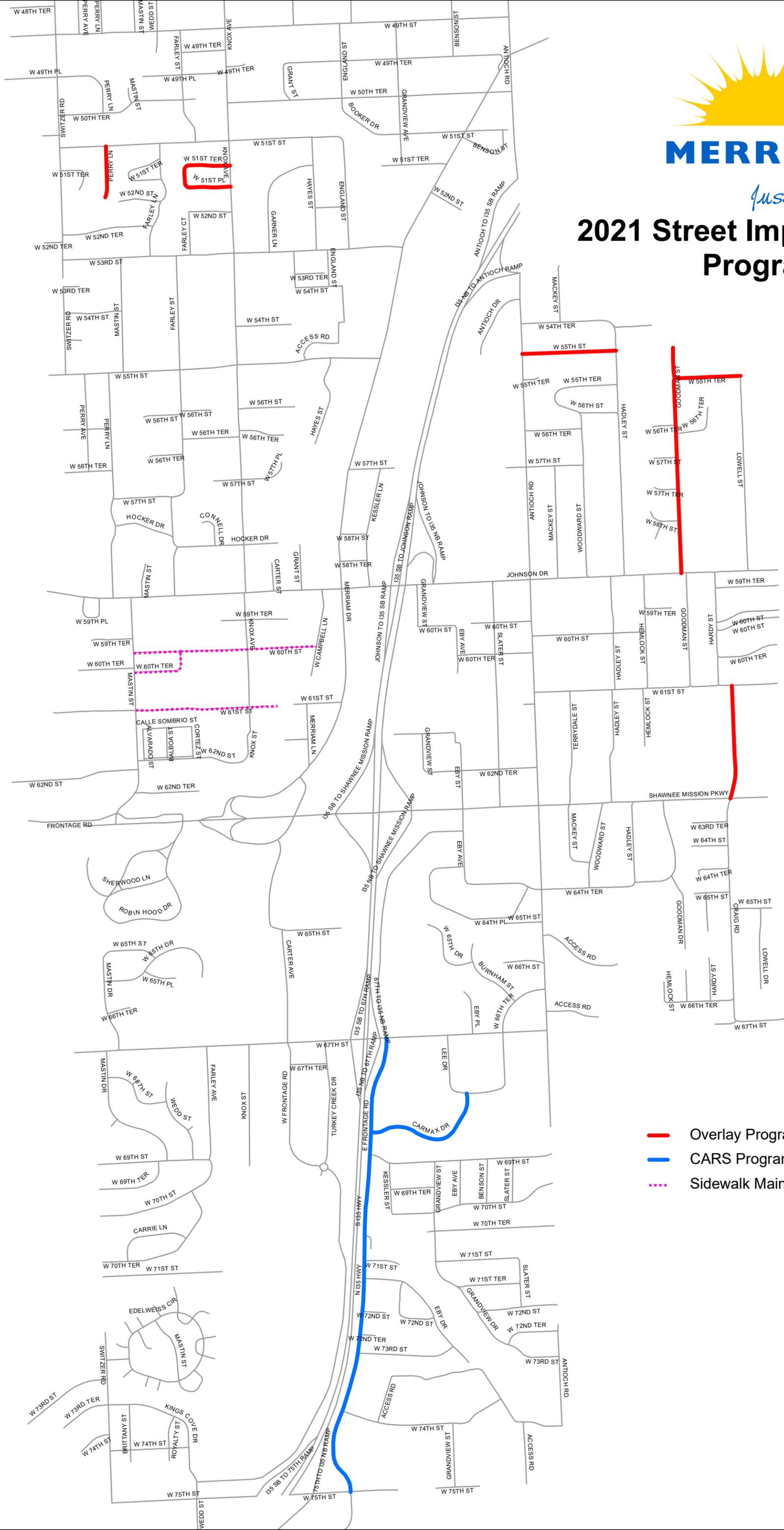
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*Just right.*

# 2021 Street Improvements Program



-  Overlay Program
-  CARS Program
-  Sidewalk Maintenance





## AGENDA ITEM INFORMATION FORM

**AGENDA ITEM:** Consider the approval of purchases necessary to install 31 residential LED streetlights.

**SUBMITTED BY:** Jim MacDonald, Public Works Director

**MEETING DATE:** March 8, 2021

### PROJECT BACKGROUND/DESCRIPTION:

The 2021 CIP streetlight plan is to complete the Antioch Hills Subdivision. The streets are, 69<sup>th</sup> Street from Antioch to East Frontage, 70<sup>th</sup> Street from Kessler to Antioch, 69<sup>th</sup> Terr from Kessler to Grandview, Grandview from 69<sup>th</sup> to 70<sup>th</sup>, Eby Ave, Benson street and Slater street (map attached). These lights will be the residential style streetlight that was approved in 2002. Excluding the value of in-house labor and equipment, the projected cost is \$147,109.51.

The City applied for \$70,000.00 in Community Development Block Grant (CDBG) funds and was approved for \$35,000.00 Net cost to Merriam (excluding equipment and labor) for the 31 streetlights is \$112,109.51

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

The wire, conduit, connectors and pull boxes will be purchased from Graybar through U.S Communities which allows municipalities to save money on products due to large volume purchasing. This association has developed efficient purchasing methods and practices in governmental procurement. The purchase through U.S Communities is in lieu of the City of Merriam soliciting bids because all contracts are competitively solicited by a lead agency.

### CITY COUNCIL GOALS AND OBJECTIVES

3.2 Sustain capital improvement efforts

### FINANCIAL IMPACT

**Amount of Purchases:** \$147,109.51

**Amount Budgeted:** \$150,000.00 Residential Streetlights project # GM0403

**Funding Source/Account #:** Capital Improvement Fund #301:  
Streetlight Installation/Residential Streetlights 301.0000.511.46.20

### SUPPORTING DOCUMENTS

Streetlight map

### ACTION NEEDED/STAFF RECOMMENDATION

Allow the City Administrator to approve all purchase orders associated with the purchase and installation of 31 LED streetlights not to exceed \$147,109.51

# 2021 CDBG Streetlights





## AGENDA ITEM INFORMATION FORM

**AGENDA ITEM:** Consider Professional Services Agreement for the West Vernon Place Storm Drainage Comprehensive Preliminary Engineering Study (PES)

**SUBMITTED BY:** Jim MacDonald, Public Works Director

**MEETING DATE:** March 8, 2021

### PROJECT BACKGROUND/DESCRIPTION:

In 2016 staff advertised a Request for Qualifications (RFQ) for street/storm drainage design work, that would continue for a period of 5 years. BHC Rhodes, was selected for the storm drainage work and has been providing design engineering services for several years.

We have been pleased with their level of service and staff recommends they be approved for the Preliminary Engineering Study on the West Vernon Place subdivision.

The scope of service includes meetings with City staff to review historical data, storm drainage information and past street/storm maintenance work. Conduct site visits and attend up to three on-site meetings with residents. Conduct analysis of existing conditions, estimate stormwater runoff for key design storm events. Develop two-three (2-3) options with cost estimates to alleviate storm water issues.

### CITY COUNCIL GOALS AND OBJECTIVES

3.2 Sustain capital improvement efforts.

### FINANCIAL IMPACT

**Amount of Contract:** \$49,682.00

**Amount Budgeted:** \$50,000.00

**Funding Source/Account #:** Capital Improvement Fund – Engineering Services  
Acct #301-0000-512-33.10 GM2101

### SUPPORTING DOCUMENTS

Professional Service Agreement executed by BHC Rhodes

### ACTION NEEDED/STAFF RECOMMENDATION

Recommend that the Council authorize the Mayor to execute the professional services agreement with BHC Rhodes for the West Vernon Place Storm Drainage Comprehensive Preliminary Engineering Study (PES) in the amount \$49,682.00

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 8 day of March , 2021, by and between the City of Merriam, Kansas, a municipal corporation (“City,”) and Brungardt Honomichl & Co., P.A., a professional corporation having its principle place of business in Overland Park, Kansas (“Consultant”).

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

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

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

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

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

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

### **SECTION 2. Services.**

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

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

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

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

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

**SECTION 5. Reports and Documents.** If this section is not needed replace "reports and Documents" with "Reserved"

- (a) **Property and Possession.** All reports, studies, analyses, memoranda, and related data and material, as may be developed during the performance of the Contract Services, shall be submitted to and shall be the exclusive property of the City, which shall have the right to use the same for any purpose without further compensation to the Consultant. Consultant may use its own proprietary software for the purposes of generating the data required by the Agreement. The parties agree that the City shall retain all rights to the data generated, but that the Consultant shall retain all rights to the proprietary software.

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

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

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

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

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

## **SECTION 8. Insurance.**

- (a) **General.** Consultant shall secure and maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed in writing) of such types and in at least such amounts as required herein. The City shall be named as an additional insured for all coverages required herein except workers' compensation coverage and professional liability coverage. All insurance procured for this Agreement by the Consultant, including additional insured designations, shall be primary and noncontributory. Consultant shall provide certificates of insurance on forms acceptable to the City at the time of this Agreement's execution. The Certificate shall specify the date when such insurance expires. A renewal certificate shall be furnished to the City before the expiration date of any coverage. The City shall be notified by receipt of written notice from the insurer at least 30 days before material modification or cancellation of any policy listed on the Certificate.

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

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

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

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

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

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

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

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

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

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

Whichever option is chosen, Consultant shall indemnify and hold harmless the City as to any and all damages, claims, or losses, including attorneys' fees, arising out of or resulting from the acts or omissions of its subcontractors.

**Section 9. Indemnification.** Without in any way limiting indemnification obligations that may be set forth elsewhere in this Agreement, Consultant shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, and agents, from all claims, damages, losses, liabilities, costs, and expenses, including attorneys' fees, arising out of or resulting from the performance of Consultant's services, provided that any such claim, damage, loss, liability, cost, or expense is caused in whole or in part by a negligent and/or intentional act, error, or omission of the Consultant, its subcontractors, anyone directly or indirectly employed or retained by any of them, or anyone for whose acts any of them may be liable, whether or not arising before or after completion of Consultant's services. Consultant shall give the City immediate written notice of any claim, suit, or demand that may be subject to this provision.

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

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

**Section 11. Disputes.** The City and Consultant agree that disputes relative to the Contract Services of this Agreement should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis of the dispute shall be free to take such steps as it deems necessary to protect its interest; provided, however, that notwithstanding any such dispute, the Consultant shall proceed with its services under this Agreement as though no dispute exists.

**Section 12. Representations.** The Consultant certifies that:

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

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

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

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

**Section 15. Notices.** Any formal notice required or permitted under this Agreement shall be deemed sufficiently given if the notice is in writing and personally delivered or sent by First Class mail, postage prepaid, to the party to whom said notice is to be given. Notices delivered in person shall be deemed to be served effective as of the date the notice is delivered. Notices sent by First Class Mail shall be deemed to be served 72 hours after the date the notice is postmarked to the addressee, postage prepaid.

Until changed by written notice given by one party to the other, notice to the Consultant shall be made at the address set forth following the Consultant's signature block. Notice to the City shall be made as follows:

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

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

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

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

**Section 19. Governing Law.** This Agreement, the rights and obligations of the parties, and any claim or dispute arising hereunder shall be construed in accordance with the laws of the State of Kansas.

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

**Section 21. Descriptive Headings and Capitalization.** The descriptive headings of the provisions of this Agreement are formulated and used only for convenience and shall not be deemed to affect the meaning and construction of any such provision. Some terms are capitalized throughout the Agreement, but use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

**Section 22. Invalidity.** If any provision in this Agreement shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.

**Section 23. Waiver.** The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.

**Section 24. Merger.** This Agreement and the documents incorporated by reference constitute the entire agreement between the parties with respect to the professional services set forth herein. There are no verbal understandings, agreements, representations or warranties between the parties that are not expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties, both written and oral.

**Section 25. Verbal Statements Not Binding.** It is understood and agreed that the written terms and provisions of this Agreement supersede all verbal statements of any and every official or other representative of the City, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, this written Agreement.

**Section 26. Amendments.** This Agreement may not be amended unless such amendment is in writing and signed by both parties.

**Section 27. Survivorship.** Notwithstanding the termination of this Agreement, Consultant's obligations with respect to Insurance (Section 8) and Indemnification (Section 9), and any other terms and conditions that by their nature should survive termination, shall survive the termination of this Agreement.

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

**CITY OF MERRIAM, KANSAS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**BRUNGARDT HONOMICHL & CO., P.A.**

By:  \_\_\_\_\_

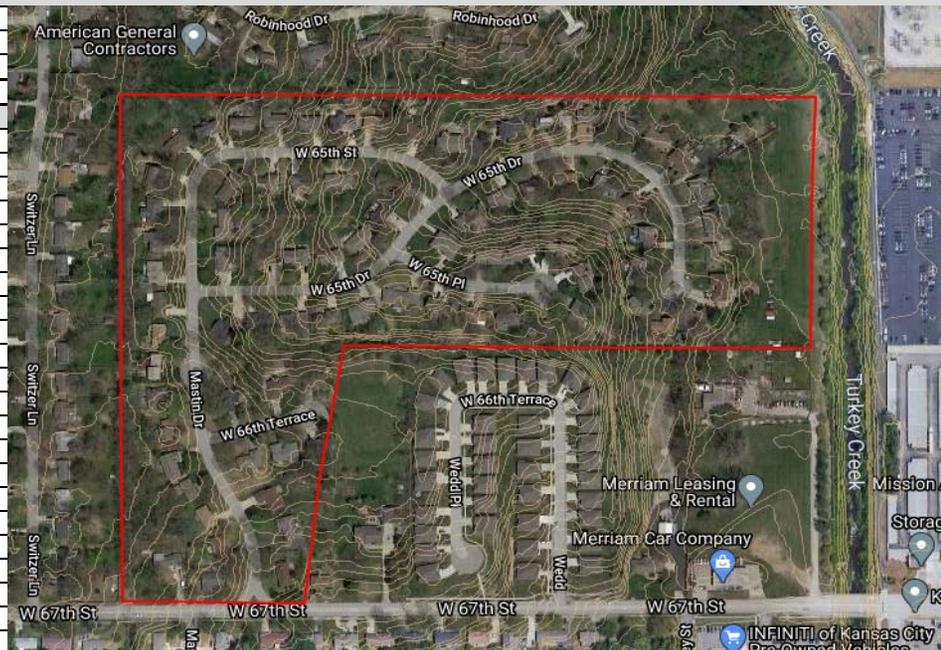
Randall J. Gorton, P.E., PTOE

Title: Vice-President

Address: 7101 College Blvd, Suite 400, Overland Park, KS 66210

**EXHIBIT A: Proposal**

Task No.	Task	Phase	Task	2021 Labor (Hours) / Rate											Labor		Reimbursable Expenses	Total Task Fee
				Public Works						Surveying								
				Prin. Prog. Man.	Project Manager	Sr. Traffic Eng.	Project Eng.	Design Eng.	Sr. Eng. Tech.	Survey Manager	Survey Crew Chief	Survey Crew Member	Sr. Survey Technician	Clerical				
				\$195	\$185	\$180	\$150	\$117	\$130	\$180	\$110	\$95	\$110	\$50	Hours	Cost		
<b>PRELIMINARY ENGINEERING STUDY (PES) SCOPE</b>																		
A.	After Notice to Proceed (NTP) hold kick-off meeting with City staff and other invited stakeholders to review historical issues, past street/storm maintenance work, any storm sewer condition information, and assemble a list of additional data that the City may be able to provide.	71	710		2		3								5	\$820	\$25	\$845
B.	Assemble available AIMS mapping information. Perform limited field survey to document sizes and depths of drainage structures identified as of importance. <b>ESTIMATED COMPLETION WITHIN 5 WEEKS OF NTP</b>	71	710		1		1		4	2	8	8	4		28	\$3,295	\$200	\$3,495
C.	Conduct a site visit and attend up to three (3) on-site meetings with residents regarding drainage issues and document the substance of those conversations.	71	710		8		10		2						20	\$3,240	\$100	\$3,340
D.	Conduct analysis of existing conditions, estimate stormwater runoff for key design storm events, & estimate existing storm system capacity within the study area. <b>ESTIMATED COMPLETION WITHIN 10 WEEKS OF NTP</b>	71	710		1		40	40							81	\$10,865		\$10,865
E.	Contact utility companies to determine the location of existing facilities in vicinity of existing drainage system within the study limits.	71	710		1			4							5	\$653		\$653
F.	Develop two or three (2-3) options with cost estimates to alleviate storm water issues. <b>ESTIMATED COMPLETION WITHIN 15 WEEKS OF NTP</b>	71	710		4		40	40	20						104	\$14,020		\$14,020
G.	Identify potential County funding eligibility for identified options.	71	710		2		2		2						6	\$930		\$930
H.	Prepare Stormwater PES Report Deliverables. <b>ESTIMATED COMPLETION WITHIN 20 WEEKS OF NTP</b>	71	770	2	2		32	20	8						64	\$8,940		\$8,940
I.	Progress meetings with City staff; incorporate review comments; miscellaneous communication <b>ONGOING EFFORTS THROUGHOUT PROJECT</b>				12		16	12	4						44	\$6,544	\$50	\$6,594
<b>PES Scope Total</b>					<b>2</b>	<b>33</b>		<b>144</b>	<b>116</b>	<b>40</b>	<b>2</b>	<b>8</b>	<b>8</b>	<b>4</b>	<b>357</b>	<b>\$49,307</b>	<b>\$375</b>	<b>\$49,682</b>



# PROCLAMATION

*WHEREAS, Merriam, like other communities across this great nation, has dealt with and continues to endure the impact of COVID-19; and*

*WHEREAS, many of us have either been infected or known someone who was who was infected with COVID-19; and*

*WHEREAS, individuals, corporations and organizations have provided humanitarian assistance to ease the pain and burden of people and families due to COVID-19, including staffing drive-through food banks, providing rent and mortgage assistance, aiding their neighbors and more; and*

*WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and*

*WHEREAS, health care professionals, educators, grocery store employees, restaurant staff, delivery drivers, police officers, firefighters, paramedics, public works, parks and recreation, and community services public servants and so many others have worked continuously, and have taken extraordinary steps to ensure the health and safety of the entire community and provide essential services; and*

*WHEREAS, our community is built upon those individuals whose contributions have been “Just Right”; and*

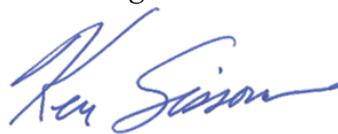
*WHEREAS, I wish I could personally meet and greet each and every one of you and express my appreciation to those who have made such positive impact on Merriam during this historic pandemic;*

*NOW, THEREFORE, I, Ken Sissom, by the virtue of the authority vested in me as the Mayor of Merriam, Kansas, do hereby proclaim March 7-13, 2021 as*

## **“Heroes Week”**

*in the City of Merriam, and urge all citizens to take time and thank those for their selfless commitment and determination to comfort, serve and ensure our well-being.*

*Proclaimed this 8<sup>h</sup> day of March, 2021.*



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Ken Sissom, Mayor

ATTEST:

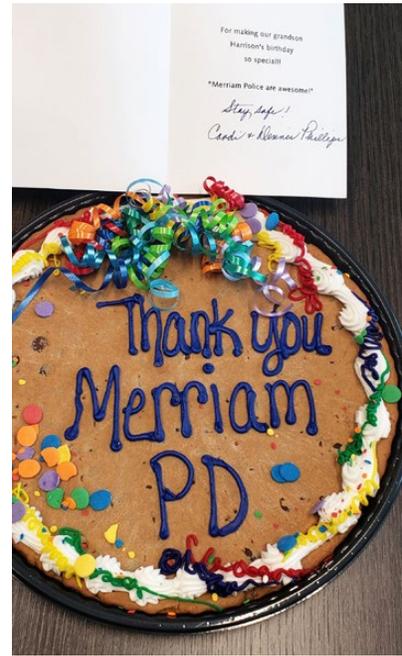


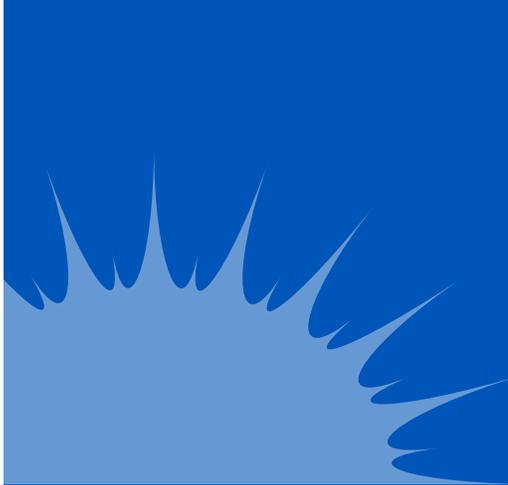
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Juliana Pinnick, City Clerk

# MERRIAM POLICE

## 2020 Annual Report





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12	COMMUNITY CONNECTIONS
14	HIGHLIGHTS
15	OFFICER OF THE YEAR

## Follow us on social media:



@MerriamPolice



@MerriamPolice

CITY POPULATION

**11,243**

CALLS FOR SERVICE

**9,418**

SELF-INITIATED CALLS

**11,811**

WRITTEN REPORTS

**3,676**

MOTOR VEHICLE CRASHES

**444**

POLICE DEPARTMENT EMPLOYEES

**37**

SPECIAL OLYMPICS MONEY RAISED

**\$15,507**

TOTAL BUDGET

**\$4,280,552**



## MESSAGE FROM THE CHIEF

I'm so proud of the men and women of this organization and of their dedication and tenacity in 2020. After a difficult 2019, I had hoped we'd have time to catch our breath and refocus ourselves in 2020, but that didn't happen thanks to COVID-19.

We were tasked with a lot of issues in 2020 that we weren't used to. The pandemic, the civil unrest, and the general state of uncertainty are things we faced day-to-day. These events tested our officers, our staff, and our community. I'm happy to say this was a test we all passed incredibly well.

I was overwhelmed by several things this year. I was very impressed by how our community rallied around our department. The constant letters of gratitude and support, and the occasional treats we received, really helped keep our spirits high. More importantly, the fact our community and elected officials let us know how much they cared for and supported us during the time of public unrest elsewhere proved to us we were doing things the right way. We truly appreciated it.

I was also impressed by the performance of the men and women of this department. While most people had to avoid contact and shelter in place at the beginning of the pandemic, our officers were still out there doing their job. They were worried about their safety and their families, but they came to work every day. Additionally, they found ways to continue to engage positively with all the new restrictions. Our birthday parade program was a huge success. Not only did our residents enjoy having our officers' parade in front of their homes to wish them a happy birthday, but our officers enjoyed it, too.

I'm very proud and honored to be Merriam's Chief of Police. Thank you all for coming together and making 2020 a success despite all the problems we faced together.

Sincerely,

**Darren L. McLaughlin**  
*Chief of Police*

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**PATROL COMMANDER** Capt. Todd Allen  
**INVESTIGATIONS COMMANDER** Capt. Troy Duvanel  
**SUPPORT SERVICES COMMANDER** Capt. Chris Brokaw



# BUDGET EXPENSE REPORT

In 2020, Merriam's total police budget was \$4,280,552. This amount included all projected costs of personnel, contractual services, commodities, and capital outlay purchases. Below is a breakdown of expenditures by major categories.

## PERSONNEL

This budget item includes salaries and benefits.

BUDGETED: \$3,786,811

SPENT: \$3,425,141

PERCENT OF BUDGET SPENT: 90%

## ALL OTHER DISCRETIONARY ITEMS

This budget item includes utilities, equipment rental and repair, custodial services, training expenses, vehicle repair and fuel, uniforms, office equipment, and building maintenance.

BUDGETED: \$493,741

SPENT: \$343,720

PERCENT OF BUDGET SPENT: 69%

Percent of budget spent in 2020: 88%

Police department spending was \$511,691 under budget in 2020.



# FORFEITURE REPORT

According to K.S.A. 60-4117, law enforcement agencies are required to report the status of their Special Law Enforcement Trust Fund in an annual report. The report must include the type and approximate value of the forfeited property, the amount of any forfeiture proceeds received, and how any of those proceeds were expended.

This section is included in all annual reports to ensure the Merriam Police Department stays in compliance with K.S.A. 60-4117. Any questions concerning specific details should be directed to the City of Merriam’s Finance Department.

## Law Enforcement Special Funds Report

On Jan. 1, 2020, there was \$54,332 in the Merriam Special Law Enforcement Fund. Through the course of the year, the following receipts and expenses were made to this fund:

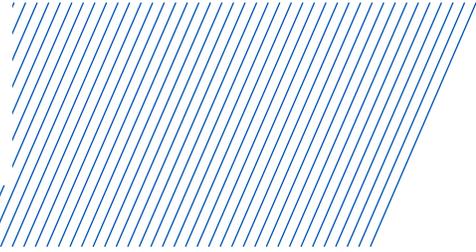
### RECEIPTS

Total funds received	\$0
<b>Total Assets for 2020</b>	<b>\$0</b>

### EXPENDITURES (purchases made in 2020 from the fund)

Radar display box	\$3,416
Defensive tactics mats and equipment	\$3,956
Gun range shooting control box	\$312
<b>Total Expenditures in 2020</b>	<b>\$7,684</b>

Fund balance as of Dec. 31, 2020	\$46,648
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## PATROL DIVISION



The patrol division is responsible for answering calls for service, traffic enforcement, traffic accidents, and other tasks essential to serving Merriam.

Officers work 10-hour shifts with varying start times to cover all 24 hours of the day, seven days a week. They are assigned to one of six supervisors.

In 2020, our officers answered 9,418 calls for service. These calls ranged from simple city ordinance violations to severe crimes involving personal injury. Merriam police officers also conducted more than 11,811 self-initiated citizen contacts. These included traffic stops, suspicious person checks, business checks, community outreach, and other miscellaneous duties.

Officers wrote a total of 3,676 reports.

## INVESTIGATIONS



The Merriam Investigations Unit consists of three detectives and a detective sergeant.

In 2020, the unit investigated 418 cases. Of these, 46% of the cases were solved. The Merriam Police Department also contributes regularly to both the Kansas City Metro Squad and the Officer Involved Shooting Investigative Team (OISIT). This year, officers and investigators helped out on three Metro Squad and two OISIT investigations.

## TRAINING



Each Merriam police officer received an average of 115 training hours in 2020 despite the challenges that were brought on by COVID-19. Officers were able to participate in various training types. Some of these trainings included firearms, serious injury and fatality accident, defensive tactics, ambush survival, real-world de-escalation, biased-based policing, legislative updates that included law changes and notable case laws, civil disturbance, leadership and wellness, use of force, emergency and pursuit driving, crisis intervention, drugged driving, combat first-aid, leadership, and many other types of trainings.



# MOTOR VEHICLE CRASHES

One of the fundamental duties of any police department is to investigate motor vehicle crashes. The City of Merriam has 65 miles of roadway within its borders, including approximately three miles of interstate highway. According to data provided by the Kansas Department of Transportation (KDOT), the portion of I-35 just north of 75th St. is the busiest highway section in Kansas. KDOT estimates more than 145,000 cars drive through Merriam each day.

## 2020 Crash Facts

There were 444 motor vehicle crashes reported to the Merriam Police Department in 2020 compared to 621 in 2019. Of these:

- » Injury crashes: 105
- » Fatalities: 1
- » Crashes over \$1,000 in damage: 279
- » Crashes under \$1,000 in damage: 59
- » Alcohol-related crashes: 43
- » Private property crashes: 37
- » Non-highway crashes: 264

*NOTE: The above statistics don't include crashes reported to and investigated by KHP that occurred on I-35.*

## Top Crash Locations

**84 SHAWNEE MISSION PARKWAY**

**33 JOHNSON DRIVE**

**28 75<sup>TH</sup> STREET**

**26 ANTIOCH ROAD**

**14 67<sup>TH</sup> STREET**

## Shawnee Mission Parkway Crashes

We believe the reduction in crashes this year on Shawnee Mission Parkway is due to it being identified for officers as a primary focus for traffic enforcement. It has the highest number of crashes in Merriam, not including I-35. Over the last six years, Shawnee Mission Parkway has had over 2 ½ times more crashes than any other street in Merriam.





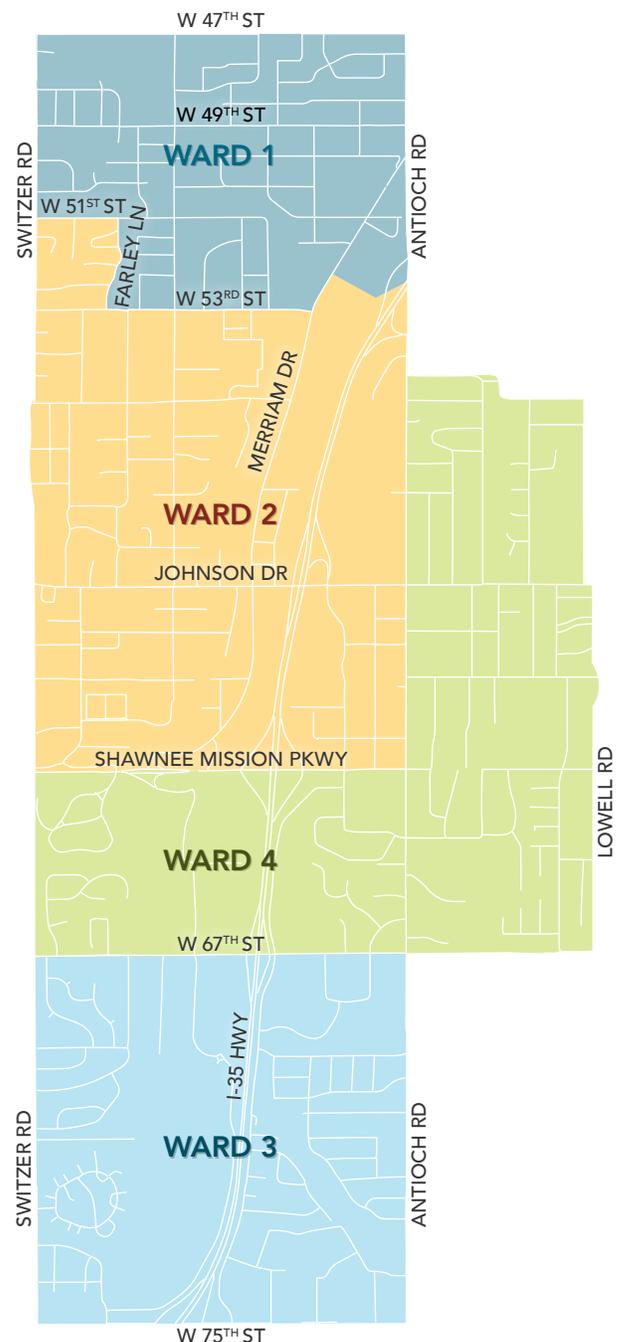
# CRIME STATISTICS

Each year, we report crimes to the Kansas Bureau of Investigations.

## CRIMINAL ACTIVITY

The Merriam Police Department tracks criminal activity and trends by the City's four wards. The chart below will give you information on some of the crime reports taken in each ward during 2020.

WARD	1	2	3	4	TOTALS
ARSON	0	0	0	0	0
MURDER	0	0	0	0	0
RAPE	0	1	1	1	3
ROBBERY	0	3	2	1	6
AGGRAVATED ASSAULT	7	15	10	11	43
SIMPLE ASSAULT	24	52	43	43	162
BURGLARY	4	18	22	14	58
THEFT	25	238	60	47	370
AUTO THEFT	13	64	30	25	132
AUTO BURGLARY	18	33	30	33	114
<b>TOTALS</b>	<b>91</b>	<b>424</b>	<b>198</b>	<b>175</b>	<b>888</b>



# OFFICERS AT WORK

Merriam police officers respond to many different types of service calls. The following are examples of memorable incidents handled by Merriam officers in 2020. The incidents on this list were submitted by patrol supervisors.

## ▶ KIDNAPPING-AUTO THEFT

*Case #2000274 // Jan. 29:* A woman stopped by a job site near 50th Terrace and Merriam Drive to speak with employees inside the business. She left her car running with her infant child inside. Someone stole the car with the child still inside. The woman was able to track her car using a GPS application on her phone. The Kansas City, Kansas, and Missouri Police Departments assisted with trying to locate the car and child. The car was found abandoned a short while later with the baby still inside, unharmed. A suspect was taken into custody, and a second suspect was later identified. This case was resolved in court with a lengthy jail sentence. *Sgt. Walton, Det. Jasinski, Sgt. Brokaw, PO Vincent*

## ▶ ATTEMPTED HOMICIDE

*Case #2001138 // May 14:* A woman said her house near 59th Terrace and Mastin St. had been struck with gunfire. Officers determined the shooting came from a neighboring house. Officers arrived to hear screaming in the home. They entered the home, and found a person inside. There were gunshots riddled throughout the house, a broken window, and blood. The subject claimed that one of his roommates fired several shots. Detectives conducted interviews and obtained a search warrant for the home. They later discovered two subjects had a shootout inside the house. Several arrests were made and charges for attempted murder are pending in court. *Sgt. Waters, Sgt. Waller, Sgt. Reynolds, MPO Hirsch, MPO Castaneda, PO Daniels, PO Keith, Det. Jasinski, Det. Rock*

## ▶ KIDNAPPING-AUTO THEFT

*Case #2001822 // July 20:* A woman's vehicle was stolen in the 9900 block of Johnson Drive with her small children inside. The vehicle had an active GPS device and was found at a nearby

business with the children still inside, unharmed. The suspect had already fled the scene. The crime was captured on a nearby surveillance video. PO Grant Sparks watched the video and immediately recognized the suspect from a previous encounter. The suspect was arrested and pled guilty in court. He's still awaiting sentencing. *Sgt. Weiler, MPO Castaneda, PO Sparks, PO Fling.*

## ▶ MEDICAL CALL

*Case #2001964 // Aug. 1:* MPO Jared Ruby and PO Nick Moeller responded to a life-threatening medical call at the Home Depot on Antioch Road. A man collapsed inside the store and was unconscious and not breathing. A Kansas City, Kansas, firefighter was performing CPR when Ruby used his department issued defibrillator on the man. The defibrillator administered a shock the patient. Paramedics later downloaded and analyzed the information from the defibrillator and determined it likely brought the man back to life. The man was transported to the hospital and ended up making a full recovery. Ruby received a Life Saving Award for his preparedness and efforts. *MPO Ruby*

## ▶ KIDNAPPING-AGGRAVATED ROBBERY

*Case #2002050 // Aug. 8:* A resident in the 5800 block of Woodward St. arrived home in the early morning hours only to be greeted by a subject pointing a gun at them. The victim was taken inside their house while the suspects attempted to steal items from inside. The victim unknowingly interrupted a home burglary. After taking several items, the suspects left. Detectives responded to the scene and ended up developing suspects in this case. This case is still under investigation. *PO Bates, Det. Jasinski, Crime Analyst Potts, Sgt. Herron, Sgt. Reynolds*

CONTINUED ▶



### ▶ CAR DEALERSHIP BURGLARIES

Case #2002095, 2002096, 2002350, 2002419, 2002420, 2002439 // Aug. 12 through Sept. 9: A group of mostly teens has been terrorizing the Kansas City metro area with a string of car dealership burglaries, including several major car dealerships in Merriam. The suspects damaged many buildings and stole several cars. Many officers worked to process and collect evidence at the dealerships. Det. Kristin Jasinski worked diligently on this crime spree. Several suspects are in jail and facing serious criminal charges. These cases are still pending in court. *Det. Jasinski, PO Daniels, PO Vincent, PO Sparks.*

### ▶ ATTEMPTED MURDER-AGGRAVATED BURGLARY

Case #2002955 // Oct. 26: A pregnant woman in her 20s called police after a man entered her apartment at the 9900 block of Camino Royale and physically beat her and tased her in the stomach numerous times. Although the subject had his face covered, the woman recognized him from previous contacts. The suspect was later arrested and charged with attempted murder. This case is still pending in court. *PO Sparks, Det. Jasinski*

### ▶ MENTAL HEALTH CALL

Case #2003023 // Nov. 1: Officers were dispatched to a person sitting in the edge of the overpass at 75th St. over I-35. MPO Rashad Castaneda and PO Justin Bilyeu arrived and began to assess the situation. The officers quickly realized the man wanted to kill himself by jumping off the overpass. Castaneda was able to talk with the man and pulled him off the edge of the bridge. The man went to a local hospital to receive mental health assistance. Castaneda received a Life Saving Award for his actions. *MPO Castaneda, PO Bilyeu*

## USE OF FORCE

Law enforcement officers face many challenges and occasionally need to use force to subdue a violent offender or take a person into custody for their own protection. Merriam officers arrested 1,104 individuals in 2020 and only used force in 67 of those incidents. This is a testament to our officers' ability to de-escalate tense situations and gain compliance without force.

The Merriam Police Department makes it a top priority to conduct comprehensive examinations of any incident when force is involved in making an arrest. It's critical to be absolutely sure each use of force was necessary and within policy. Therefore, each incident is reviewed by the officer's supervisor and a three-member Use of Force Panel for a thorough analysis. The panel and supervisor examine the reports, videos, witness statements, and other evidence to get a complete understanding of the incident. Recommendations then are made to the training committee to consider whether lessons learned from the incident could benefit all officers in future work and improve best-practice standards.

All 67 use of force incidents were reviewed and found to be within department policy. We believe our comprehensive oversight makes the community safer and our officers more accountable.

# THANK YOU

## FROM THE COMMUNITY

To all you brave men & women, Thank you! There are so many of us who support you. I pray that each of you make it home safe and sound each night. Be safe and we are with you! Thank you. — ANONYMOUS

Shout out to the Merriam Police Department for putting the biggest grin on my son's face as he celebrated his birthday COVID style! We are so thankful to live in this community. Thank you, thank you Merriam Police Department, you made my son's day! — SKY T.

Gabriel LOVED his police birthday parade and awesome gifts! Thank you, thank you!!!! I was so happy for him I cried a little. He said that was the best part of his birthday. — KATIE G.

Just a quick note to say how impressed I was with the lovely birthday parade you all orchestrated this morning for our 6-year-old grandson, Tyler. He was delighted as were his parents and grandparents!! Our son and his wife are residents of Merriam, and I've worked in Merriam for 15 years at a Johnson County clinic. The police department has always been very responsive to our needs at the clinic with active shooter training for our staff and other service related issues. It may seem like a small thing, but caring gestures like this build such goodwill between the police and residents. We appreciate all you do for the community!!! THANK YOU!!! Warm regards. — SHELLY H.

Just wanted to send a quick note of thanks to you and the Merriam Police Department officers that participated in Jake's parade today. It was AMAZING!! We're so grateful! Please share my (and my husband's) gratitude with the department. Among our birthday signs was a "thank you" one for the officers. Thanks again. — GINA

**Our grandson loved his birthday parade this morning, he couldn't stop smiling! We appreciate the time taken out of a busy day to make a little guy happy. You're the best!**  
— CANDI AND DENNIS P.

**I just wanted to say thank you SO much for the birthday parade! It absolutely made Tyler's day! You guys will never be able to understand just how much that meant to our family. Thank you again for your service and God bless!!**

— STACEY H.

Thank you for driving by my house on my birthday. It made me feel happy! Thank you for your hard work.  
— RILEY

Thank you all for risking your lives for us day in and day out. You all deserve our respect, encouragement, and praise for doing all that you do during this trying time. Know your efforts are gratefully appreciated. You all are what it means to be a hero. Please never give up because the world needs you all. — KRISTIE D. & FAMILY



# COMMUNITY CONNECTIONS

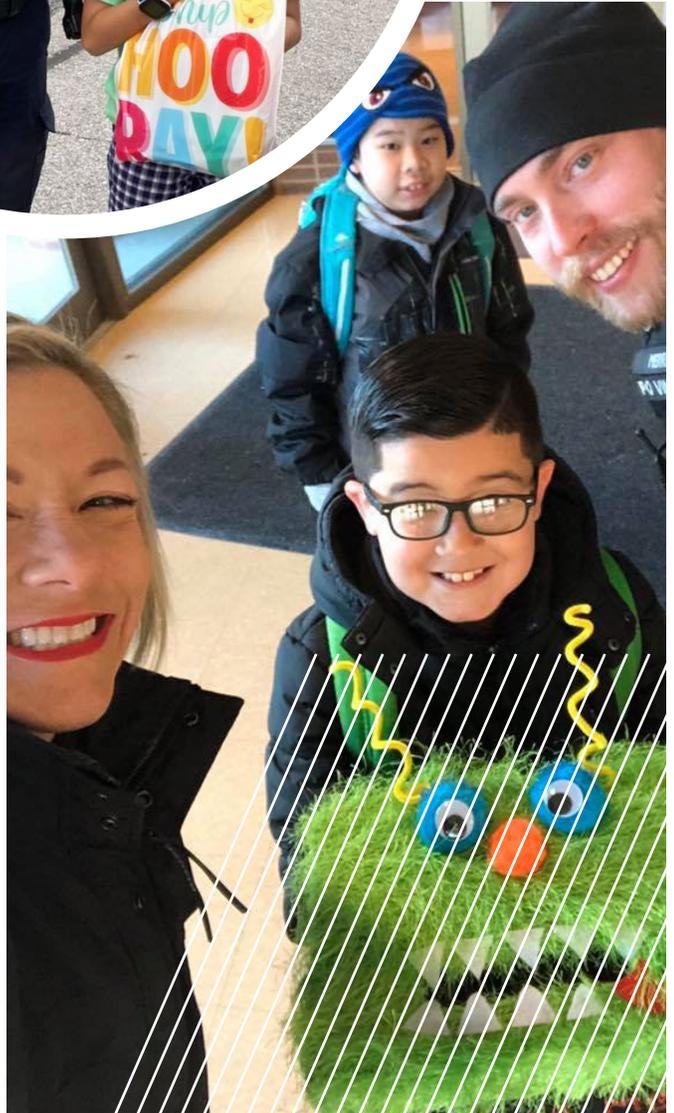
We're a community-oriented police department.

We believe in the importance of building strong connections in our community. Each year, our police officers participate in numerous events across Merriam – from fundraisers and awareness campaigns to building relationships at schools and city-sponsored events. Things changed in March when COVID-19 closed down schools and businesses. But, even with challenges from the pandemic, we continued to be involved in our community. Our officers participated in a few Coffee with a Cop events throughout the year and taught about what being a police officer is all about at our Citizens Police Academy in the fall. We truly appreciate being able to continue our community connections across Merriam during this unusual year.

## How We Stayed Involved in 2020

- ▶ Sgt. Jason Reynolds taught a women's self-defense class in February, and MPO Chris Meyers gave a short shotgun safety lesson to a group of boy scouts in the spring.
- ▶ In March, the Merriam Police Department started doing drive-by birthday parades for kids who were unable to celebrate their birthdays due to the COVID-19 pandemic. The officers helped celebrate 101 birthdays in 2020!
- ▶ Officers participated in two Coffee with a Cop events in March and October and one Pop with a Cop event in July.
- ▶ The 10-week Citizens Police Academy was held at the new Merriam Community Center. Twelve participants learned various things about what Merriam police officers do daily. The class participated in a K9 demonstration, shot guns at a department range, used a force-on-force simulator, saw a taser demonstration, learned about investigations unit review and search and seizure, got to ride along with an officer, and many other topics.
- ▶ Four officers participated in "Operation Rudolph" in December. Our department raised money to purchase gifts that were given to four Merriam elementary students selected for the program.
- ▶ Raised \$15,507 for Special Olympics with a silent auction and other fundraising activities throughout the year.

Thank you for supporting the Merriam Police Department in 2020!



# HIGHLIGHTS



PO Brandon Bates



MPO Ruby on the right accompanied by his wife, Jenna



MPO Castaneda on the left with Merriam Police Chief Darren McLaughlin



MPO Phil Lewis

## Life Saving Awards

**PO Brandon Bates:** On March 13, Officer Brandon Bates responded to a life-threatening medical call at the 5900 block of Antioch Road. Bates found an unresponsive woman in the residence. Bates hooked her up to an AED and started CPR. The woman's pulse returned, and she began breathing again. The Overland Park Fire Department and Johnson County Med-Act arrived and continued lifesaving efforts. The woman was transported to the hospital, where she made a full recovery. Bates had just completed CPR and AED training the morning he responded to this medical call.

**MPO Jared Ruby:** On Aug. 1, officers were dispatched to Home Depot. Dispatch reported a customer had collapsed and wasn't breathing. MPO Jared Ruby responded to the call. When Ruby arrived, an off-duty Kansas City, Kansas, fireman was performing CPR on a 69-year-old man. Ruby took over doing CPR and connected his AED. The AED advised Ruby to give a shock. After the AED shock, the patient started to breathe and had a faint pulse. Johnson County Med-Act and the Overland Park Fire Department arrived on scene and took over CPR on the patient. Later Med-Act downloaded information from the AED and confirmed the shock applied by Ruby restarted the patient's heart. The patient was transported to the hospital and released two weeks later.

**MPO Rashad Castaneda:** On Nov. 1, Overland Park police officers were dispatched to the 75th St. bridge over I-35 regarding a pedestrian check on a subject sitting on the edge of the bridge. Officers Castaneda and Justin Bilyeu were nearby and arrived before Overland Park's officers. The subject told Castaneda he was going to kill himself by falling off the bridge. As Castaneda talked with the subject, he saw an opportunity to pull the man from the ledge. The man was transported to AdventHealth for mental health assistance. Castaneda's actions saved the man's life

## Recognition

**MPO Phil Lewis Returns to Duty After Surviving Cancer:** MPO Phil Lewis returned to patrol in October after being gone for almost 18 months battling cancer. Lewis is excited to be back at work. He's a big benefit to the department and the residents we serve.

**PO Beau Soucie: Record Number of DUI Arrests:** In 2020, Officer Beau Soucie was assigned as a traffic/DUI enforcement car. He's also a certified Drug Recognition Expert. Soucie arrested 109 drivers, who were under the influence of alcohol and/or drugs. Soucie had the top number of DUI arrests in Johnson County for 2020. The Merriam Police Department, as a whole, made 230 total DUI arrests. Soucie did a great job making our streets safer.



PO Beau Soucie

**Sgt. Nick Weiler completed the Northeast Johnson County Leadership Academy.**

**PO Justin Bilyeu and PO Jordan Berry graduated from the Johnson County Regional Police Academy in April. They're both currently assigned to patrol unit shifts.**



*PO Berry on left, PO Bilyeu on the right*

## Promotions

Sgt. Chris Brokaw was promoted to captain in March.

Cpl. Jeremiah Waters was promoted to sergeant in April.

Cpls. Corey Herron, Laura Larison, Aaron Simmons, Wes Waller, and Nick Weiler were all promoted to sergeants in June.



*Brokaw*



*Waters*



*Herron*



*Larison*



*Simmons*



*Waller*



*Weiler*

## Johnson County Mental Health Co-Responder

In 2018, the Merriam Police Department partnered with Johnson County Mental Health to have a mental health co-responder to help police respond to mental health related calls for service. The co-responder also follows up on cases. The implementation of this partnership has been successful over the last three years. In 2020, the Merriam Police Department responded to 325 mental health related calls for service. The co-responder directly assisted officers with 84 of these calls. The co-responder was also able to conduct 128 followup visits and/or phone calls.

## OFFICER OF THE YEAR

Described as someone with a positive and caring attitude, MPO Jared Ruby was named the 2020 Merriam Police Officer of the Year.

Ruby spent much of 2020 training new officers and instructing his peers on the range. But, his greatest achievement was saving a life. In August, Ruby preformed CPR and used a defibrillator on a man who had stopped breathing. His quick actions helped the man, who was able to fully recover.

Ruby applied for and was selected to become a detective, which he'll start the role in January 2021.

Capt. Chris Brokaw said Ruby "constantly represents our department core values by demonstrating 'courage, sacrifice, and compassion.'"

The department's Officer of the Year Award is a peer-nominated award.





# MERRIAM

Police

9010 W. 62<sup>ND</sup> ST.; Merriam, Kansas 66202 · 913-322-5560 · [merriam.org/police](http://merriam.org/police)

 @MerriamPolice

 @MerriamPolice



# AGENDA ITEM INFORMATION FORM

**AGENDA ITEM:** Consider approval of purchase of play equipment for Chatlain Park

**SUBMITTED BY:** Anna Slocum, Director Parks and Recreation

**MEETING DATE:** March 8, 2021

### PROJECT BACKGROUND/DESCRIPTION:

New swings at Chatlain Park were budgeted in 2020. Due to the pandemic, the replacement didn't occur or get reprogrammed in the 2021 Budget. Staff is recommending completion of the project in 2021 using funding from Equipment Reserve plus funding from the Special Parks Fund that was budgeted, but unneeded, at the new community center. To offset some cost, staff is recommending deferral of purchasing a new Parks van until 2022. The recommended Special Parks Funding will be used to install an ADA inclusive swing. There are two inclusive options available through Landscape Structures: [Friendship Swing](#) and [WeGo Swing](#).

Swing Options	Structure Price + Safety Surface
1. Two-Bay Swing (2 belt swings & 2 toddler swings)	\$31,340
2. Three-Bay Swing (2 belt swings, 2 toddler swings)+ Friendship Swing	\$33,920
3. Two-Bay Swing (2 belt swings, 2 toddler swings)+ WeGO Swing	\$56,315

In addition to the swing, there will be a cost for concrete. That cost will be determined by how much of the existing concrete pad can be salvaged when Public Works removes the current structure. In anticipation, bids were sent to five different vendors with several scenarios ranging from minimal to full replacement of the pad. Staff received three responses and recommends McConnell & Associates as the vendor to complete the work.

Concrete	38' x 35'	56' x 35'	20' x 34'
Kansas Heavy	\$15,960	\$23,520	\$8,160
BarTec	\$13,133	\$19,150	\$7,378
McConnell & Assoc	\$11,092	\$13,324	\$6,078

On February 23<sup>rd</sup> the Park and Recreation Advisory Board recommended Option 3 with a 6 – 1 vote.

The proposed project budget is not to exceed \$85,932 and includes concrete, Surface America Safety Surface, playground equipment, miscellaneous supplies, sod and fill dirt.

### CITY COUNCIL GOALS AND OBJECTIVES

1.0 - Enhance Community Identity and Connections; 2.0 - Provide Exceptional Service Delivery

### FINANCIAL IMPACT

<b>Amount of Request/Contract:</b>	\$85,932
<b>Amount Budgeted:</b>	\$32,600 Equipment Reserve (for van)
<b>Funding Source/Account #:</b>	222.5010.450.74.99 (EQ Reserve)/203.5010.450.65.05 (Special Parks)

### SUPPORTING DOCUMENTS

- 3D Rendering of Friendship Swing and WeGo Swing
- Small Construction Contract with McConnell & Associates
- Contract Purchase with ATHCO for safety surface and equipment

### ACTION NEEDED/STAFF RECOMMENDATION

Recommend purchase of equipment and safety surface from ATHCO and concrete from McConnell & Associates in a total amount not to exceed \$85,932 and authorize staff to execute the agreements.



Chatlain Park

1151161-02-01 • 01.27.2021





Chatlain Park

1151161-01-01 • 01.28.2021



## CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT, ("Agreement") is entered into this \_\_8th\_\_ day of \_\_March\_\_, 2021\_\_, by and between the City of Merriam, Kansas, a municipal corporation, ("City,) and \_McConnell & Associates\_\_\_\_\_, a corporation having its principle place of business in \_North Kansas City, Missouri\_\_\_\_ ("Contractor").

**WHEREAS**, the City desires that the project described in Exhibit A, Scope of Work ("Work,") be constructed in a workmanlike manner;

**WHEREAS**, the Contractor represents that it has sufficient experience and qualified personnel to perform, and the City desires the Contractor to perform, the Work set forth in Exhibit A, Scope of Work;

**WHEREAS**, the City has determined, based upon information provided by the Contractor, that Contractor is qualified to provide the Work described in this Agreement.

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

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

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

**SECTION 2. Scope of Work.** The Contractor agrees to provide the services set forth in Exhibit A, Scope of Work, and shall furnish at its own cost and expense all labor, tools, equipment, and materials necessary to timely and in a workmanlike manner complete the Work.

**SECTION 3. Time of Completion.** The Contractor shall begin the Work on or before May 1, 2021\_\_, and shall complete such Work on or before \_May 31, 2021\_.

**SECTION 4. Compensation.**

- (a) **The Contract Price.** The Contractor agrees to provide the Work described in Exhibit A, Scope of Work, for the amount not to exceed \$13,324 ("Contract Price"), subject to additions and deductions authorized by written change orders signed by the City Administrator and the Contractor.
- (b) **Payment Terms.** The Contract Price shall be paid within 30 days after the completion of and the formal acceptance of the Work by the City; upon receipt of final lien waivers from the Contractor and any subcontractors if applicable for all work performed or materials provided; and upon satisfaction of the terms of this Agreement.

**SECTION 5. Termination of Agreement.** The City may terminate this Agreement at any time for convenience or cause upon written notice to the Contractor. If the City terminates the Agreement before the completion of Work, City shall compensate Contractor for all Work satisfactorily completed to date of its receipt of the termination notice. Under no circumstances will the Contractor be entitled to anticipatory profits or consequential damages. The provisions regarding indemnity and insurance shall survive the termination of this Agreement.

**SECTION 6. Permits.** The Contractor shall secure and maintain throughout the term of this Agreement all permits, licenses, certifications, and bonds that may be required to construct the Work included in this Agreement. All cost in connection therewith shall be borne by the Contractor.

**SECTION 7. Condition of Premises.** The Contractor agrees to leave the premises in a reasonably clean condition after each work day and in a completely clean condition at the end of the Work.

**SECTION 8. Qualified Personnel.** The Contractor shall employ only workers who are competent to perform the work assigned to them and, in the case of skilled labor, who are adequately trained and experienced in their respective trades and who do satisfactory work. If directed by the City, the Contractor shall remove any person the Contractor employs in connection with the Work.

**SECTION 9. Warranty Period.** The Contractor warrants all Work for a period of two years. Such two-year Warranty Period shall begin on the date the City issues its formal acceptance of the project.

**SECTION 10. Protection of Property.** Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Agreement, the Contractor shall assume full responsibility for protection of all public and private property, structures, sewers, and utilities, both above and below ground, along, beneath, above, across, or near the site or sites of the Work being performed under this Agreement, or that are in any manner affected by the prosecution of the Work or the transportation of workers or materials in connection therewith.

**SECTION 11. Compliance with Laws.** Contractor shall comply with local, state, and federal ordinances, statutes, laws, codes, rules, resolutions, and regulations affecting Contractor's performance of the obligations contained in this Agreement, regardless of whether such requirements are specifically referred to in this Agreement. Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, and agents against any claim or liability arising from or based on any violation of the same.

## SECTION 12. Compliance with Equal Opportunity Laws, Regulations, and Rules.

- (a) **Discrimination Prohibited.** Contractor agrees to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin or ancestry, or age.
- (b) **Solicitations.** In all solicitations or advertisements for employees, Contractor shall include the phrase “equal opportunity employer” or a similar phrase approved by the Kansas Human Rights Commission (Commission).
- (c) **Non-Compliance.** Contractor shall be deemed to have breached this Agreement and it may be cancelled, terminated, or suspended in whole or in part by the City, if the Contractor:
  - 1. fails to comply with the reporting requirements of K.S.A. 44-1031 or K.S.A. 44-1116, and amendments thereto; or
  - 2. is found guilty of the Kansas Act Against Discrimination or the Kansas Age Discrimination in Employment Act under a decision or order of the Commission that has become final.
- (d) **Flow Through Requirements.** Contractor shall include the provisions of Section 12(a)-(c) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- (e) **Exempt Contractors.** The provisions of this Section 12(a)-(d) are recommended but not enforceable against Contractor if:
  - 1. Contractor employs fewer than four employees at all times during the term of this Agreement; or
  - 2. All of Contractor’s contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City pursuant to K.S.A. 44-1030(c).
- (f) **ADA Compliance.** Contractor agrees to comply with the American with Disabilities Act of 1990 (“ADA”), codified as amended at 42 U.S.C. § 12101 *et seq.*, as well as all other federal, state, and local laws, ordinances, rules, and regulations applicable to this project and to furnish any and all certification that may be required by federal, state, or local governmental agencies in connection therewith.
- (g) **Code Compliance.** Contractor agrees to comply with Chapter 35, Article III of the Merriam Code, which prohibits discrimination in employment, housing, and public accommodations on the basis of an individual’s sexual orientation or gender identity.

**SECTION 13. Insurance.**

- (a) **General.** Contractor shall secure and maintain throughout the duration of the Agreement and all applicable warranty periods insurance (on an occurrence basis unless otherwise agreed in writing) of such types and in at least such amounts as required herein. The City shall be named as an additional insured for all coverages required herein except workers' compensation coverage and professional liability coverage. All insurance procured for this Agreement by the Contractor, including additional insured designations, shall be primary and noncontributory. Contractor shall provide certificates of insurance on forms acceptable to the City at the time of this Agreement's execution. The Certificate shall specify the date when such insurance expires. A renewal certificate shall be furnished to the City before the expiration date of any coverage. The City shall be notified by receipt of written notice from the insurer at least 30 days before material modification or cancellation of any policy listed on the Certificate.
- (b) **Notice of Claim.** Contractor, upon receiving notice of any claim in connection with this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.
- (c) **Reduction of Policy Limits.** Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by this Agreement) if the Contractor's limits of protection have been impaired or reduced to such extent that the limits fall below the minimum amounts required hereunder. In that event, Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- (d) **Industry Ratings.** Contractor agrees that its insurance carrier must:
  - 1. a. Be licensed to do business in the State of Kansas;
  - b. Carry a Best's policyholder rating of "A-" or better; and
  - c. Carry at least a Class VIII financial rating; OR
  - 2. Be acceptable to the City.
- (e) **Insurance Required.** Contractor agrees to secure and maintain the following insurance:
  - 1. **Commercial General Liability.** Contractor shall maintain General Liability coverage including Premises-Operations Liability, Independent Contractors Liability, Products and Completed Operations, and Broad Form Property Damage within these minimum limits:

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

Medical Payments \$5,000

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

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

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

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

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

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

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

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

Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims, or losses, including attorneys' fees, arising out of or resulting from the acts or omissions of its subcontractors.

**SECTION 14. Indemnification.** Without in any way limiting indemnification obligations that may be set forth elsewhere in this Agreement, Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, and agents, from all claims, damages, losses, liabilities, costs, and expenses, including attorneys' fees, arising out of or resulting from the performance of Contractor's services, provided that any such claim, damage, loss, liability, cost, or expense is caused in whole or in part by a negligent and/or intentional act, error, or omission of the Contractor, its subcontractors, anyone directly or indirectly employed or retained by any of them, or anyone for whose acts any of them may be liable, whether or not arising before or after completion of Contractor's services. The Contractor shall give the City immediate written notice of any claim, suit, or demand that may be subject to this provision.

**SECTION 15. Disputes.** The City and Contractor agree that disputes relative to the Work performed should first be addressed by good faith negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis of the dispute shall be free to take such steps as it deems necessary to protect its interest; provided, however, that notwithstanding any such dispute, the Contractor shall proceed with its services under this Agreement as though no dispute exists; and provided further, that no arbitration proceedings shall be initiated by Contractor without prior written consent of the City.

**SECTION 16. Conflicts of Interest.** The Contractor shall, prior to, or contemporaneously with, the execution of this Agreement, complete and swear to the Bidder's Affidavit, which is attached as Exhibit B.

**SECTION 17. Observation by City Representative.** The Contractor shall comply with the directions and instructions of the Director of Parks and Recreation when the same are consistent with the obligation of this Agreement. Observation by Director of Parks and Recreation or their designee shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the Scope of Work or other provisions of this Agreement or modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at the Contractor's own expense, and free of all expense to the City, whenever so ordered by the Director of Parks and Recreation.

**SECTION 18. Traffic Control.** All traffic control will be in conformance with the most recent revision of the Manual Uniform Traffic Control Devices (MUTCD).

**SECTION 19. Losses from Natural Causes.** All loss or damage arising out of the nature of work to be done, or from action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, that may be encountered in the prosecution of the Work shall be sustained and borne by the Contractor at the Contractor's own cost and expense.

**SECTION 20. Force Majeure.** If any action of the City causes a delay in the Work and if, within seven days after such an action, the Contractor makes a written claim for extension of time, the time for performance of the Agreement may be extended commensurately with the length of the delay so caused. The same right of extension of time for performance shall apply with respect to delays caused by employee strikes, lock outs, fire, floods, intergalactic invasion, unusual delay in transportation, severe adverse weather conditions not reasonably anticipatable, or unavoidable casualties, provided, however, that the Contractor shall notify the City in writing not later than seven days after the occurrence causing delay, specifying in detail the cause and length of the delay. Each extension of time shall be evidenced by a change order for the period of time caused by such delay.

**SECTION 21. Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Contractor without the prior written consent of the City. This Agreement is binding upon and fully enforceable against the successors and assigns of Contractor, whether consented to or not.

**SECTION 22. Subcontractors.** Contractor may not, without first obtaining the City's written consent, subcontract any of the Work. Notwithstanding the City's consent to any subcontracting, Contractor shall remain fully responsible for all obligations under this Agreement.

**SECTION 23. Notice.** Any formal notice required or permitted under this Agreement shall be deemed sufficiently given if the notice is in writing and personally delivered or sent by First Class mail, postage prepaid, to the party to whom said notice is to be given. Notices delivered in person shall be deemed to be served effective as of the date the notice is delivered. Notices sent by First Class Mail shall be deemed to be served 72 hours after the date the notice is postmarked to the addressee, postage prepaid.

Until changed by written notice given by one party to the other, notice to the Contractor shall be made at the address set forth following the Contractor's signature block. Notice to the City shall be made as follows:

City of Merriam, Kansas  
9001 W. 62nd Street  
Merriam, KS 66202  
Attn: Anna Slocum

**SECTION 24. Independent Contractor.** In no event, while performing under this Agreement, shall Contractor be deemed to be acting as an employee of the City; rather, Contractor shall be deemed to be an independent contractor. Contractor shall be responsible for and pay all taxes and withholdings required by law upon the compensation paid under this Agreement, and shall defend, indemnify, and hold harmless the City from liability in connection therewith. Nothing expressed herein or implied herein shall be construed as creating between Contractor and the City the relationships of employer and employee, principal and agent, a partnership, or a joint venture.

**SECTION 25. Compliance with Kansas Cash Basis Law.** The right of the City to enter into this Agreement is subject to the provisions of the Cash-Basis Law (K.S.A. 10-1101 et seq.), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the City shall remain in conformity with such laws. The City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of any laws of the State of Kansas.

**SECTION 26. Legal Action.** The parties agree that the appropriate venues for any legal actions arising out of this Agreement are the District Court of Johnson County, Kansas, or, if federal jurisdiction exists, the United States District Court for the District of Kansas.

**SECTION 27. Governing Law.** This Agreement, the rights and obligations of the parties, and any claim or dispute arising hereunder shall be construed in accordance with the laws of the State of Kansas.

**SECTION 28. Phraseology.** In this Agreement, the singular includes the plural, the plural includes the singular, and any gender includes the other gender.

**SECTION 29. Descriptive Headings and Capitalization.** The descriptive headings of the provisions of this Agreement are formulated and used only for convenience and shall not be deemed to affect the meaning and construction of any such provision. Some terms are capitalized throughout the Agreement, but use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

**SECTION 30. Invalidity.** If any provision in this Agreement shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.

**SECTION 31. Waiver.** The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any option, right, or remedy herein contained,

shall not be construed as a waiver or relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.

**SECTION 32. Merger.** This Agreement and the documents incorporated by reference constitute the entire Agreement between the parties with respect to the Work set forth in Exhibit A. There are no verbal understandings, agreements, representations, or warranties between the parties that are not expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties, both written and oral.

**SECTION 33. Verbal Statements Not Binding.** It is understood and agreed that the written terms and provisions of this Agreement supersede all verbal statements of any and every official or other representative of the City, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, this written Agreement.

**SECTION 34. Amendments.** This Agreement may not be amended unless such amendment is in writing and signed by both parties.

**SECTION 35. Survivorship.** Notwithstanding the termination of this Agreement, Contractor's obligations with respect to the Warranty Period (Section 9), Insurance (Section 12), Indemnification (Section 14), and any other terms or conditions that by their nature should survive termination, shall survive the termination of this Agreement.

**SECTION 36. Exhibits.** The following Exhibits are attached to and made a part of this Agreement, including Exhibit A: Scope of Work and Exhibit B: Bidder's Affidavit.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the day and year first above written.

**CITY OF MERRIAM, KANSAS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## EXHIBIT A: Scope of Work

### Option 1

Install a concrete pad 56' x 35' with a keyway cut 1' from the perimeter edge of pad and an accessible concrete walkway 6' x 6'.

### Option 2

Install a concrete pad 20' x 34' adjacent to an existing 38' x 34' pad with a keyway cut 1' from the perimeter edge of the new and existing pad.

Until demolition of existing structure, is complete it is unknown which of the two options will be required.

Contractor will be responsible for materials and labor required for each option. Materials to consider but are not limited to: reinforcing steel, clean crushed gravel, forming material, and concrete.

All concrete in each option is to be 4" thick.

Concrete needs to be KCMMB4K.

The play feature is located within the flood way and flood plain. The elevation cannot be greater than outlying surface levels and whatever materials are removed from the project, replacement materials must be added to original elevation.

The 6' x 6' walkway will need to be poured 3 ½" above the concrete pad to take into account the required depth of the poured-in-place safety surface that is installed after the construction of the equipment.

The City of Merriam will be responsible for the removal of the existing structure and pad in Options 1.

The City of Merriam will be responsible for post pour dirt work and sod installation.

Exhibit B: Bidder's Affidavit

# CITY OF MERRIAM, KANSAS BIDDER AFFIDAVIT

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ (name) of the City of \_\_\_\_\_,  
County of \_\_\_\_\_ State of \_\_\_\_\_.

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

1. That I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (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 peculiarly 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.

\_\_\_\_\_ (Name of Bidder)  
 \_\_\_\_\_ (Signature of Affiant)  
 \_\_\_\_\_ (Title of Affiant)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(seal)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## AGREEMENT FOR PURCHASE OF GOODS

This agreement ["Agreement"], is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Merriam, Kansas, [hereinafter "City"], and \_\_ATHCO\_\_\_\_\_, [hereinafter referred to as "Vendor"].

### RECITALS

WHEREAS, pursuant to a request by City, Vendor has submitted a proposal to sell \_\_\_\_\_, ("Goods") for the purpose of \_\_\_\_\_ Chatlain Park Play Equipment Improvement\_\_\_\_; and

WHEREAS, City desires to purchase said Goods from Vendor; and

WHEREAS, City and Vendor desire to state the terms and conditions for this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### AGREEMENT

1.0 Purpose.

Vendor will sell and deliver the Goods as requested in (1) City's Chatlain Park Swing Project thereto; and (2) as outlined in Vendor's response to said BID. Vendor agrees that it has carefully reviewed the BID, and it understands the nature and scope of the BID's terms and conditions. The parties agree that time is of the essence in Vendor's performance of this Agreement.

2.0 Term of Agreement.

The term of this Agreement shall be from \_March 8, 2021\_ to \_May 31, 2021\_ unless terminated earlier in accordance with the provisions of Article 2 below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the Governing Body of the City in the establishment of its annual budget.

3.0 Termination.

City reserves the right to terminate this Agreement with a thirty (30) day written notice as a result of the failure of Vendor to provide acceptable Goods or if City

determines that Goods can be better provided by in-house or other sources. In the event of termination of this Agreement as a result of a breach by Vendor, the City will not be liable for any fees and may, at its sole option, award an agreement for the same Goods to another qualified firm to provide Goods or the City may complete the work in-house.

4.0 Compensation and Prices.

4.1 City agrees to pay and Vendor agrees to accept as compensation for the Goods provided pursuant to this Agreement, payment in the amount identified within the table below, with the total including all services that Vendor has agreed to provide to City, along with the listed Goods. The fees indicated within said table shall include all of Vendor's time, labor, equipment, and supplies. Furthermore, the prices included within said table include all freight, inside delivery, fuel charges, and handling fees.

4.2 Payment shall be made by City only for Goods provided and upon submission of a payment request upon delivery of Goods.

4.3 All invoices should be sent to Anna Slocum.

4.4 Insert compensation table

5.0 Cash Basis and Budget Laws.

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

6.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Vendor or any permitted subcontractors hired by Vendor, the Vendor agrees to indemnify and hold harmless City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or

property damage, caused by the negligent or intentional acts, errors, or omissions of the Vendor or its subcontractors. Vendor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

## 7.0 Insurance.

7.1 The Vendor shall procure and maintain, at its expense, throughout the duration of this Agreement, insurance of such types and in at least such amounts as required herein from an insurance company licensed to do business in the State of Kansas. The following insurance coverages:

- Workers' Compensation and Employer's Liability – Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Vendor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
- Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate (If the vendor will be making on-site delivery); and
- Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles (If the vendor will be making on-site delivery); and
- Professional Liability – The Vendor shall maintain Professional Liability insurance in an amount not less than \$500,000; and
- Products Liability Insurance – The Vendor shall maintain Products Liability insurance in an amount not less than \$1,000,000.

7.2 The City shall be named as additional insured on such policies other than worker's compensation and professional liability. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

7.3 Industry Ratings - The City will only accept coverage from an insurance carrier who offers proof that it:

- 1) Is licensed to do business in the State of Kansas;
- 2) Carries a Best's policyholder rating of A- or better;

AND

- 3) Carries at least a Class VIII financial rating.

OR

Is a company mutually agreed upon by the City and Consultant.

8.0 Conflict of Interest.

Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder, including under 31 U.S.C.S. Section 1352. Vendor further covenants that in the performance of this Agreement no person having any such interests shall be employed.

9.0 Compliance with Equal Opportunity Laws, Regulations, and Rules.

(a) **Discrimination Prohibited.** Consultant agrees to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin or ancestry, or age.

(b) **Solicitations.** In all solicitations or advertisements for employees, Consultant shall include the phrase "equal opportunity employer" or a similar phrase approved by the Kansas Human Rights Commission (Commission).

(c) **Non-Compliance.** Consultant shall be deemed to have breached this Agreement and it may be cancelled, terminated, or suspended in whole or in part by the City, if the Consultant:

1. fails to comply with the reporting requirements of K.S.A. 44-1031 or K.S.A. 44-1116, and amendments thereto; or
2. is found guilty of the Kansas Act Against Discrimination or the Kansas Age Discrimination in Employment Act under a decision or order of the Commission that has become final.

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

10.0 Facilities and Equipment.

Vendor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the provision of services and goods as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement. The City expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.

11.0 Records, Ownership and Inspection.

11.1 Ownership of Documents.

All documents prepared by Vendor in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not.

11.2 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Vendor acknowledges that this Agreement along with any reports and/or records provided pursuant to this Agreement are public documents and are subject to disclosure under KORA.

12.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Vendor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Vendor. The Vendor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Vendor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Vendor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

13.0 Compliance with Laws.

The Vendor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

14.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. The subcontracting, assignment, delegation or transfer of the Services shall in no way relieve the Vendor of its primary responsibility for the quality and performance of such Services.

15.0 Confidentiality.

All reports and documents prepared by Vendor in connection with the performance of this Agreement are confidential until released by City to the public. Vendor shall not make any such documents or information available to any individual or organization not employed by Vendor or City without the written consent of City before any such release.

16.0 Notices.

All notices hereunder shall be given in writing and sent as follows:

To City:

To Vendor:

17.0 Amendments.

17.1 This document represents the entire and integrated agreement between City and Vendor and supersedes all prior negotiations, representations, and agreements, either written or oral.

17.2 This document may be amended only by written instrument, signed by both City and Vendor.

18.0 No Third Party Beneficiaries.

City and Vendor specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

19.0 Titles.

The titles in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

20.0 Negotiations.

City and Vendor agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Vendor shall proceed with the work as per this Agreement as if no dispute existed.

21.0 Severability.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

## 22.0 Representations.

The Consultant certifies that:

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

23.0 Incorporation of Exhibits and Conflicts. Exhibit XX (City's Request for Proposal) and Exhibit XX (the Proposal) are incorporated herein by reference and are a part of this Agreement to the same extent as if fully set forth herein. If there is a conflict or inconsistency in the terms or provisions of this Agreement and the terms and provisions of any incorporated exhibit, the terms and provisions of this Agreement shall prevail.

## 24.0 Entire Agreement.

This Agreement and the documents incorporated herein represents the entire agreement between the Parties hereto and any provision not contained herein shall not be binding upon either party, nor have any force or effect.

## 25.0 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Kansas and, in the event of litigation, the sole and exclusive venue shall be within the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF MERRIAM, KANSAS

VENDOR

\_\_\_\_\_  
(Mayor/City Administrator)

\_\_\_\_\_  
Its Authorized Agent (*Insert Name, Title*)

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Denk, City Attorney

## EXHIBIT A – BID #

Provide quotes for each option:

### Option 1

Single Post Two-bay swing with belt swings and toddler swings to match existing park structures w/safety surface of existing pad 37' x 33'.

### Option 2

Single Post Three-bay swing with belt swings, toddler swings, and Friendship swing with safety surface for 55' x 33' concrete pad.

### Option 3

Single Post – Two-bay swing with belt swings and toddler swings and WeGo Swing with safety surface for 55' x 33' concrete pad.

Installation of the swing by City of Merriam Public Works staff.

EXHIBIT B - VENDOR'S RESPONSE TO BID #



Lenexa, KS 66215  
13500 W. 108<sup>TH</sup> St.  
913-469-5600 or 1-800-255-1102  
FAX (913) 469-8134  
Email: athco@athcollc.com

**PROPOSAL**

**TO: ANNA SLOCUM  
MERRIAM PARKS & RECREATION  
6040 SLATER ST.  
MERRIAM, KS 66202**

**DATE: JANUARY 22, 2021**

**RE: CHATLAIN PARK**

We are pleased to forward the following quotation. Our terms are net 30 days and all prices are subject to acceptance within 30 days.

State Sales tax  Included  **Not Included**

We propose to furnish and deliver FOB destination (freight included).

- 1 EACH – LANDSCAPE STRUCTURES #177332 SINGLE POST SWING WITH 2 BELT SEATS AND 2 FULL BUCKET SEATS. AREA REQUIRED 35'9" X 32' ..... \$4,095.00**
- 1 EACH – LANDSCAPE STRUCTURES #237297 FRIENDSHIP SWING WITH SINGLE POST FRAME. AREA REQUIRED - ADD 18'1" X 32'..... \$2,580.00**
- 1 EACH – LANDSCAPE STRUCTURES #277778A WE-GO SWING. AREA REQUIRED 26'1" X 26'8"..... \$24,975.00**
- 1,815 SQ. FT. – SURFACE AMERICA 3½" POURED-IN-PLACE SAFETY SURFACE WITH 50% COLOR..... \$27,245.00**
- 4 EACH – SWING MATS**

**ALL THE ABOVE FOR THE SUM OF . . . . \$ SEE ABOVE**  
**FOR INSTALLATION OF ABOVE ADD . . . . \$ INCLUDED-**  
**(SURFACE ONLY)**

**REMARKS: FREIGHT COST FOR ALL SWINGS IS INCLUDED IN FIRST LINE ITEM.**

**ADD \$2,150.00 FOR ARCH SWING FRAMES IN LIEU OF SINGLE POST FRAME.**

**ADD \$24,975.00 FOR THE WE-GO-SWING IN PLACE OF THE FRIENDSHIP SWING.**

**PRICING IS PER THE GREENBUSH PURCHASING CONTRACT.**

- **Work for installations/repairs will be done as early as our schedule allows between the hours of 8 am- 4pm**

**\*\*\* A 3% convenience fee will be added for all credit card transactions over \$1,000.\*\*\***

**\*\* Current "Tax Exemption Certificates" required when placing orders for materials only.\*\***

**\*All proposals with labor (installation/repairs) are subject to Sales Tax unless a "Project Tax Exemption Certificate" is provided when placing the order.\***

**This proposal accepted by:**

**Proposed by:**

\_\_\_\_\_  
**Name & Title**

\_\_\_\_\_  
**BRAD MOHR, GENERAL MANAGER**



## AGENDA ITEM INFORMATION FORM

**AGENDA ITEM:** Consider approval of an ordinance authorizing the sale, consumption and possession of alcoholic liquor during the Merriam Drive Live Event according to K.S.A. 41-719 and amendments thereto. (First reading)

**SUBMITTED BY:** Anna Slocum, director Parks and Recreation

**MEETING DATE:** March 8, 2021

### PROJECT BACKGROUND/DESCRIPTION:

Merriam Drive Live debuted in 2018 as a new event in downtown Merriam. The goal of the event is to provide an opportunity to build community among residents as well as provide an example of how the land at 5701 Merriam Drive could be utilized. Although the weather has been less than desirable, event organizers implemented a weather plan that has proved successful for the enthusiastic attendees. The event was cancelled in 2020, there is hope that the event, with proper precautions, can be held in 2021. This year, the event is scheduled for Saturday, October 2 from 1 p.m. – 6 p.m. featuring the rescheduled Turkey Creek Festival 5K to start the day, a variety of musical performances, children’s activities, cornhole tournament, yard games, food trucks and a Kansas licensed caterer serving beer and wine. In order for beer and wine to be sold and participants not be confined to a specific space, an ordinance is required to allow the sale, consumption and possession of alcoholic liquor on streets and sidewalks within the boundaries permitted. The boundaries, outlined in Exhibit A, would be as follows: west edge of the Farmers’ Market Pavilion; east edge of the Irene B. French Community Center; 57<sup>th</sup> Street on the north end and 58<sup>th</sup> Street on the south end. The boundaries of the area will be clearly marked by signs and a map of the area will be posted where the sale of alcohol occurs.

### CITY COUNCIL GOALS AND OBJECTIVES

Enhance Community Identity and Connections

### FINANCIAL IMPACT

<b>Amount of Request/Contract:</b>	NA
<b>Amount Budgeted:</b>	\$20,880
<b>Funding Source/Account #:</b>	Transient Guest - 204.5010.450.85.50

### SUPPORTING DOCUMENTS

Merriam Drive Live Event Ordinance  
Exhibit A – Boundary Map

### ACTION NEEDED/STAFF RECOMMENDATION

Staff recommends approval of an ordinance authorizing the sale, consumption and possession of alcoholic liquor during the Merriam Drive Live Event according to K.S.A. 41-719 and amendments thereto.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE SALE, CONSUMPTION, AND POSSESSION OF ALCOHOLIC LIQUOR DURING THE MERRIAM DRIVE LIVE EVENT.**

**WHEREAS**, K.S.A. 41-719 and amendments thereto requires the governing body of the City of Merriam, Kansas (“Governing Body”) to approve the consumption of alcoholic liquor at an event held on public streets and sidewalks.

**WHEREAS**, the City of Merriam, Kansas is sponsoring such an event, Merriam Drive Live, on October 2, 2021, from 1 pm to 6 pm in which a caterer, pursuant to K.S.A. 41-719 and amendments thereto and the Merriam City Code, intends to offer for sale, sell, and serve alcoholic liquor for consumption at the event.

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

SECTION 1: In accordance with K.S.A. 41-719 and amendments thereto, the Governing Body hereby approves the consumption of alcoholic liquor on the street and sidewalks within the boundaries of the permitted area designated on the attached Exhibit A, during the Merriam Drive Live event from 1 pm to 6 pm on Saturday, October 2, 2021.

SECTION 2: During said periods when consumption of alcoholic liquor is hereby authorized, the areas of the public street designated within the boundaries of the permitted area designated on the attached Exhibit A shall be and are hereby directed to be closed to vehicular traffic.

SECTION 3: During said periods when consumption of alcoholic liquor is hereby authorized, the boundaries of the permitted area designated on the attached Exhibit A shall be clearly marked by signs, a posted map, or other means which reasonably identify the area in which alcoholic liquor may be possessed or consumed at such event.

SECTION 4: 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 on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPROVED AND SIGNED by the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Ken Sissom, Mayor

(Seal)

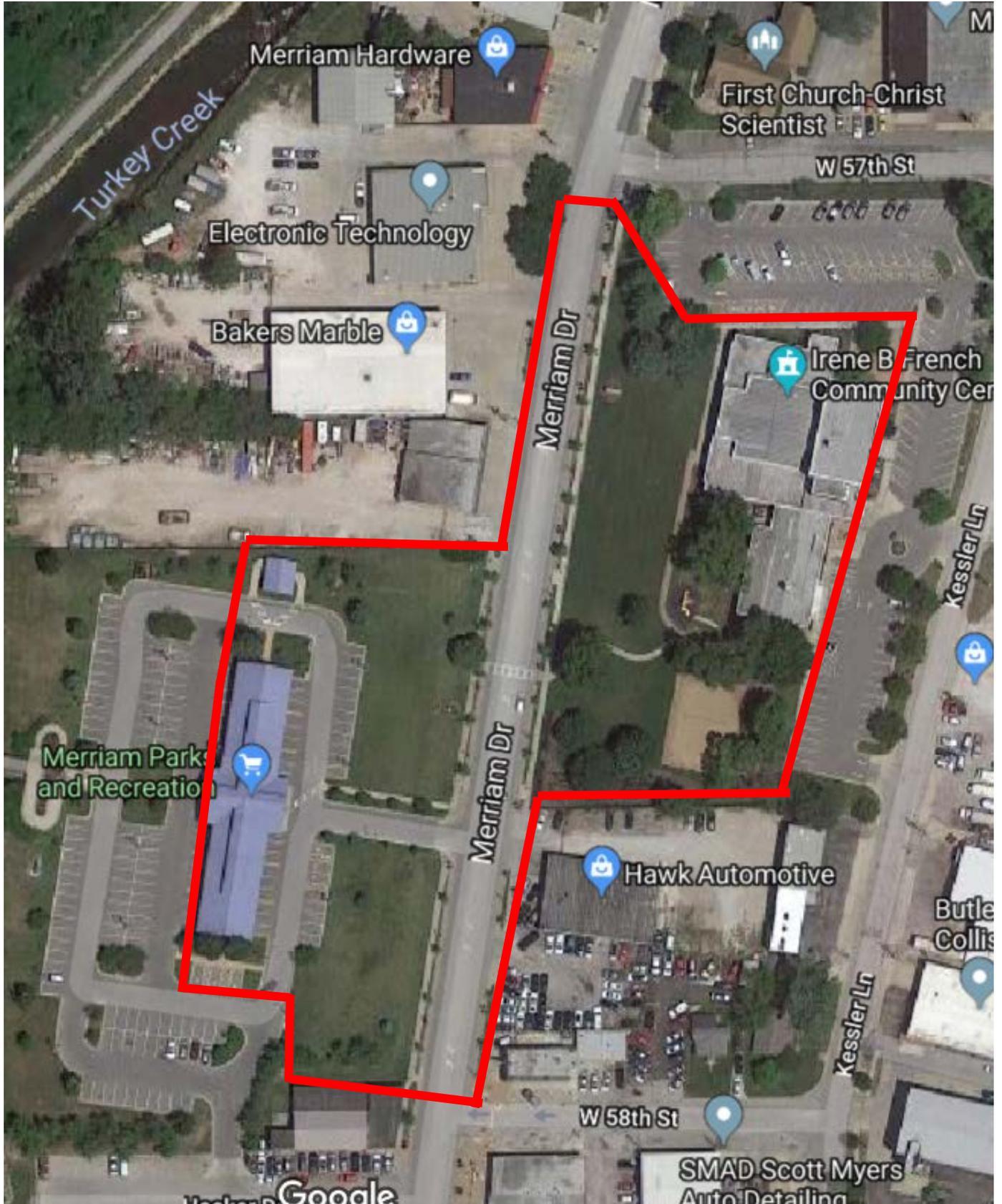
ATTEST:

\_\_\_\_\_  
Juliana Pinnick, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Denk, City Attorney

# MERRIAM DRIVE LIVE ALCOHOL PERIMETER





## AGENDA ITEM INFORMATION FORM

**AGENDA ITEM:** FY22 City Council Budget Goals and Objectives

**SUBMITTED BY:** Chris Engel, City Administrator

**MEETING DATE:** March 8, 2021

### PROJECT BACKGROUND/DESCRIPTION:

The City Council Budget Goals and Objectives document provides guidance to City staff during the budget development process. Individual councilmembers have provided the following suggested modifications and additions for consideration of the full City Council in the FY2022 Budget.

#### MODIFICATIONS (underline)

- A. 3.4. A. Create and maintain a well-connected transportation network that includes efforts related to walkability and bikeability, with emphasis placed on identifying safe opportunities to cross I-35.
  
- B. 2.2 Recruit and retain the best talent available within NE Johnson County that best reflects the diversity of our community.

#### ADDITIONS

- C. Hire our own full-time Mental Health co-responder.
  - o Our current co-responder is a Johnson County employee, is shared with several other NEJC cities, and costs \$30,521 annually.
  - o Year 1 salary/benefits = \$85,955 - \$100,590; additional costs \$1,030 + \$30,000 vehicle.
  - o Year 1 cost if Merriam-specific co-responder remains a JoCo employee - \$91,409
  
- CI. Addition of one more police officer that would be assigned to the night shift to help monitor the businesses along Merriam Dr. after hours.
  - o Year 1 salary/benefits = \$69,334 - \$83,969; additional costs \$4,250
  
- CII. Participate in MARC's Community for All Ages Recognition Program with its community engagement activities. See attachment.
  - o These engagement activities could be included with minimal additional resources.

### SUPPORTING DOCUMENTS

- FY21 City Council Budget Goals and Objectives
- New Officer and/or Co-Responder Costs
- Community of All Ages Civic Engagement Activities

### ACTION NEEDED/STAFF RECOMMENDATION

Motion to approve.

**FY 2021 City Council Budget Goals and Objectives - Approved 3/9/20**

<b>Goals</b>	
<b>Objectives</b>	
<b>Initiatives</b>	<b>Status Update - 2/12/21</b>
<b>1. Enhance Community Identity and Connections</b>	
<p><b>1.1 Facilitate better communication between the city and its citizens</b></p> <p>A. Continue to review, revise and enhance the city's communications to ensure relevancy, accessibility, transparency and a superior user experience.</p> <p>B. Develop a program to provide live streaming and video archiving of city meetings.</p>	<p><i>The new City website is designed to meet these goals and launched in beta mode in February. Staff has executed a contract to record and archive council meetings beginning in spring. Per Council direction, live streaming is no longer a current priority.</i></p>
<p><b>1.2 Gain insight into public sentiment on community issues and services</b></p> <p>A. Conduct a resident and business satisfaction survey every three years to gauge public perception of service delivery.</p> <p>B. Investigate the use of survey and polling tools to seek feedback from constituents on large community issues.</p> <p>C. Complete a community-wide strategic planning process.</p>	<p><i>The ETC Survey is in progress and a final report is anticipated to be presented to Council by the end of February. Funding for a survey tool and a strategic plan process are in FY2021 Budget.</i></p>
<p><b>1.3 Encourage participation in sustainability initiatives including economic, environmental, and social sustainability</b></p> <p>A. Host the annual spring recycling event in partnership with the City of Shawnee.</p> <p>B. Conduct a strategic analysis on where electric vehicle charging stations can be placed on city-owned property.</p> <p>C. Participate in the metro-wide Climate Action KC discussion and explore opportunities to implement relevant programs in the community.</p>	<p><i>Spring Recycle Event on-hold due to COVID. Two electric vehicle charging stations are on order and will be installed at City Hall and the Marketplace. Staff regularly participates in Climate Action KC activities, in addition to conducting a quarterly analysis of all city programs using the Climate Action KC Playbook and provides an update to City Council.</i></p>
<b>2. Provide Exceptional Service Delivery</b>	
<p><b>2.1 Improve the utilization of technology to increase efficiency</b></p> <p>A. Explore opportunities to better connect existing technologies to provide a more robust and seamless user experience.</p>	<p><i>As part of new website, we are incorporating new ways for patrons and residents to complete business in a streamlined manner. This includes providing the ability for contractors / design professionals to submit building applications online.</i></p>
<p><b>2.2 Recruit and retain the best talent available within NE Johnson County</b></p> <p>A. Appropriately fund competitive compensation packages and train employees to be the best asset they can.</p>	<p><i>Staff adjusted employee pay ranges in 2021 and continues to compare compensation policies against the market.</i></p>
<p><b>2.3 Investigate and develop pilot programs to explore new ways to deliver services</b></p> <p>A. Regularly monitor the results of new initiatives and adjust accordingly to maximize efficiency and ease of access.</p>	

**FY 2021 City Council Budget Goals and Objectives - Approved 3/9/20**

<b>Goals</b>	
<b>Objectives</b>	
<b>Initiatives</b>	<b>Status Update - 2/12/21</b>
<b>3. Improve Physical Conditions and Property Values</b>	
<p><b>3.1 Reduce the number of repeat code offenders</b></p> <ul style="list-style-type: none"> <li>A. Utilize the Neighborhood Services Manager to connect residents with the available resources to maintain their properties</li> <li>B. Ensure repeat code offenders are fairly and appropriately adjudicated in Municipal Court</li> </ul>	<p><i>The Neighborhood Services Manager (NSM) utilizes neighborhood contacts and Code Enforcement Officers to inform residents of available resources. Community Development pursues code offenders and issues notices to appear in municipal court for those who regularly violate the property maintenance code.</i></p>
<p><b>3.2 Sustain capital improvement efforts.</b></p> <ul style="list-style-type: none"> <li>A. Continue to submit for federal and county grants to leverage the use of City funds.</li> <li>B. Coordinate multi-year CIP efforts to minimize disruptions within neighborhoods.</li> </ul>	<p><i>We continue to submit projects to Johnson County for 50% funding on all applicable CARS and SMAC projects. We continue to apply for CDBG funds that help with our streetlight program. When appropriate, we combine larger CIP projects with our mill and overlay program, our stormwater repairs/replacements and streetlight programs. The City also partners with County Public Works to reimburse residents for planting rain gardens, native plants and trees, and other stormwater mitigation facilities.</i></p>
<p><b>3.3 Partner with neighborhoods to improve maintenance of common areas</b></p> <ul style="list-style-type: none"> <li>A. Continue to explore city-funded grant opportunities to target specific areas of need within neighborhoods.</li> </ul>	<p><i>The City operates a number of neighborhood grants, including block party, residential exterior improvements, island, residential sustainability, residential stormwater facilities, and downtown exterior improvements.</i></p>
<p><b>3.4 Improve safety for all modes of travel throughout the community</b></p> <ul style="list-style-type: none"> <li>A. Create and maintain a well-connected transportation network that includes efforts related to walkability and bikeability.</li> <li>B. Continue to maintain streets, trails, and pedestrian pathways.</li> </ul>	<p><i>In 2020 we completed our sidewalk infill program and have shifted to the sidewalk repair program that allows us to focus efforts into repairing/replacing substandard sidewalk with either in-house crews or contractors. We have a successful mill and overlay program that keeps the streets in excellent shape. All roadways are rated on a yearly basis to monitor condition. Also, complete streets, mass transit, walkability, etc. are a major focus of the Merriam Comprehensive Plan 2040.</i></p>
<b>4. Maintain Economic Vitality</b>	
<p><b>4.1 Provide support to existing businesses</b></p> <ul style="list-style-type: none"> <li>A. Focus on capital improvements that enhance economic opportunity and minimize business disruption.</li> <li>B. Develop relationships with local owners and business associations.</li> </ul>	<p><i>New connections have been made with local business owners as part of the Comp Plan process. Staff continues its involvement in the NE Chamber and Downtown Partnership. Our first Business Survey was mailed in late-2020; results will be available in March.</i></p>
<p><b>4.2 Expand the commercial tax base</b></p> <ul style="list-style-type: none"> <li>A. Promote Merriam as being an attractive and viable option for redevelopment opportunities.</li> <li>B. Update the Tax Increment Financing Policy (TIF) and adopt a new Community Improvement District (CID) Policy that includes the city's preference that development include sustainability best practices.</li> </ul>	<p><i>The Merriam Comprehensive Plan 2040 encourages infill development and provides ideas for how a number of existing developed areas can redevelop. Staff worked with a new dealership to acquire the adjacent property for expansion.</i></p>
<p><b>4.3 Facilitate a public discussion about future development possibilities in downtown Merriam</b></p> <ul style="list-style-type: none"> <li>A. Continue to promote the Upper Turkey Creek mitigation project as a viable option to enhance downtown.</li> </ul>	<p><i>Staff has begun internal conversations to identify options for mitigating the downtown floodplain independent of Federal funding. Similar to the Comp Plan process, the MARC PSP grant will explore potential future uses of downtown / Merriam Drive.</i></p>

**Year One Cost of New Police Officer and/or Co-Responder**

	<b>Police Officer</b>	<b>Co-Responder</b>									
Salaries	45,482	59,280									
FICA	2,820	3,675									
Medicare	659	860									
<b>Family Medical Insurance</b>	<b>21,916</b>	<b>21,916</b>	<b>E+S Medical Insurance</b>	<b>17,810</b>	<b>17,810</b>	<b>E+D Medical Insurance</b>	<b>15,596</b>	<b>15,596</b>	<b>E Medical Insurance</b>	<b>7,881</b>	<b>7,881</b>
HSA	1,500	1,500	HSA	1,200	1,200	HSA	1,200	1,200	HSA	900	900
Retirement	10,370	11,779									
Work Comp	989	1,289									
Unemployment	45	59									
LT Dis	146	190									
Life	42	42									
<b>Total Sal &amp; Benefits</b>	<b>83,969</b>	<b>100,590</b>	<b>Total Sal &amp; Benefits</b>	<b>79,563</b>	<b>96,184</b>	<b>Total Sal &amp; Benefits</b>	<b>77,349</b>	<b>93,970</b>	<b>Total Sal &amp; Benefits</b>	<b>69,334</b>	<b>85,955</b>
Uniform & Equipment	4,000	300									
Cell Phone Stipend		480									
Fuel	250	250									
New Vehicle (10-yr)		30,000									
<b>Total Year One Cost</b>	<b>88,219</b>	<b>131,620</b>	<b>Total Year One Cost</b>	<b>83,813</b>	<b>127,214</b>	<b>Total Year One Cost</b>	<b>81,599</b>	<b>125,000</b>	<b>Total Year One Cost</b>	<b>73,584</b>	<b>116,985</b>

# 5

## Civic participation and employment



*(See Making Your Community Work for All Ages — A Toolkit for Cities, Chapter 5)*

### Provide opportunities for residents to be involved and keep all residents informed of city affairs and of employment and volunteer opportunities and other ways to be engaged.

With increased levels of involvement in community affairs and civic life, citizens are well positioned to build connections and support communities for all ages.

Cities will benefit from welcoming residents to be employed or become involved in city affairs. Input and participation from residents of all ages will strengthen the city's programs and services.

#### Policy

**5-A** The city has a policy in place to encourage civic participation by all age groups in the community.

**5-E** The city and its partners encourage local businesses to adopt flexible employment practices to meet the needs of citizens of all ages.

#### Action

**5-B** The city maintains and promotes a list of volunteer and employment opportunities within city government and offers an easy means to apply, including drop in, mail, on line and telephone.

**5-F** The city and its partners develop an outreach plan to ensure residents of all ages are included in community and civic conversations.

**5-C** The city provides flexible options for volunteers of all ages and abilities, including training, recognition and guidance.

**5-G** The city ensures that meeting locations are accessible to all residents and meet the communication needs and challenges of diverse populations.

**5-D** The city encourages stakeholders, community organizations and nonprofits serving its community to work with volunteers of all ages, cultures and abilities, using best practices and guidelines for volunteer engagement and management promoted by organizations such as the Shepherd Center's Coming of Age, the United Way of Greater Kansas City, United Way of Wyandotte County and Nonprofit Connect.

To record your progress, a workbook version of the checklist will be available at [www.kccfaa.org](http://www.kccfaa.org) in August 2014.



## INTEROFFICE MEMORANDUM

**TO:** MAYOR AND CITY COUNCIL  
**FROM:** JIM MACDONALD, PUBLIC WORKS DIRECTOR  
**SUBJECT:** FEBRUARY UPDATE  
**DATE:** March 8, 2021

### HIGHLIGHTS

#### **2021 Street Improvements program**

East Frontage Road- 67<sup>th</sup> to 75<sup>th</sup> St CARS project, 2021 Mill and Overlay Program, 2021 Sidewalk Maintenance/Repair Program.

- Seeking council approval to award bid to J.M Fahey in the amount of \$1,829,801.35 to complete the project in 110 days.
- Contract completion date is October 14<sup>th</sup> with the exception of the mill and overlay on Craig Rd, start no sooner than June 13<sup>th</sup> and must be completed by August 6<sup>th</sup>
- Pre-construction meeting scheduled for March 10<sup>th</sup> with Contractor, Affinis Engineering and utility companies.
- Open house style public meeting scheduled for April 1<sup>st</sup> at 5:30pm at the Merriam Community Center.

### Capital Improvement Active Project List

Last Updated 3/4/2021

PROJECT NAME	FUNDING SOURCES	BUDGETED CONSTRUCTION COST	ACTUAL CONSTRUCTION COST	STATUS	DESIGN CONSULTANT	PUBLIC MEETING #1	PUBLIC MEETING #2	PUBLIC MEETING #3	ENGINEER'S ESTIMATE	BID OPENING	AWARD AT COUNCIL	CONTRACTOR	CONTRACT AMOUNT	NOTICE TO PROCEED	PROJECTED SUBSTANT COMPLETION DATE
<b>2020</b>															
East Frontage Road Improvements 67th to 75th	CARS/Sp. Sales Tax Street/Stormwater	\$1,549,000		Design	Affinis	4/1/21			\$2,198,439.50	2/17/21					
Sidewalk Maintenance/Repair Program	CIP Maintenance Program	\$150,000		Design	Affinis				\$177,700.00	2/17/21					



# CIP

Capital Improvement Program

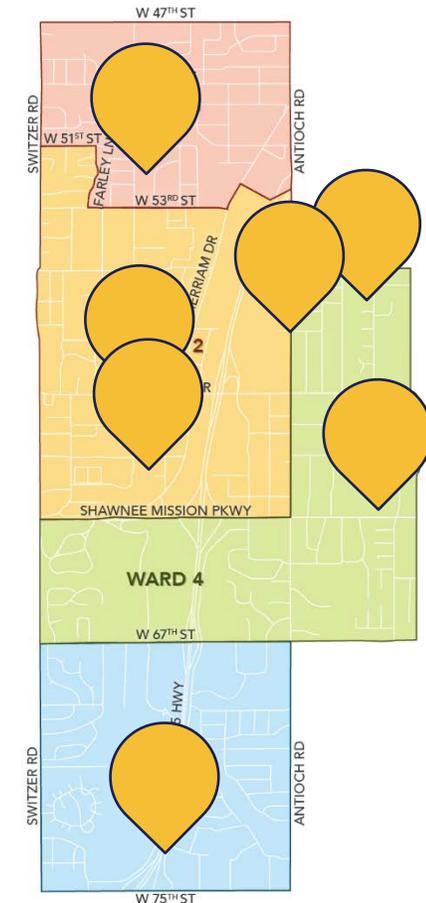


# 2021 Street Improvements Program

## TIMELINE 2021

### UPDATES

- ▶ East Frontage Road – 67<sup>th</sup> to 75<sup>th</sup> St. CARS project; 2021 Mill and Overlay Program; 2021 Sidewalk Maintenance/Repair Program.
  - ▶ Seeking council approval to award bid to J.M. Fahey to complete the project in 110 days.
  - ▶ Contract completion date is Oct. 14.
    - ▶ Craig Rd. mill and overlay expected to start on June 13 and end Aug. 6 when school is not in session.
  - ▶ Preconstruction meeting on March 10 with Affinis Engineering and utility companies.
  - ▶ Open house style public meeting on April 1 at 5:30 p.m. at the Merriam Community Center.



# Questions?

## Staff Contact:

**Jim MacDonald**

913-322-5571

[jmacdonald@merriam.org](mailto:jmacdonald@merriam.org)



**CITY OF MERRIAM PARK AND RECREATION**  
**ADVISORY BOARD MEETING MINUTES**  
Tuesday, February 16, 2021  
6:00PM

**Roll Call**

The February meeting of the Merriam Parks & Recreation Advisory Board was called to order at 6:00 pm, by Chairperson Staci Chivetta. Board members in attendance included: Katie Leary, Billy Croan, Kathy Stull, Tony Scott, LaVera Howard, Evan Quinley and Christopher Leitch. Staff members in attendance included: Anna Slocum, Director; and Nicole Ritter, Customer Service Representative. Due to COVID-19 gathering restrictions, other staff did not attend.

**Public Comments**

No public in attendance

**Approval of Meeting Minutes**

Christopher Leitch made a motion to approve the February minutes with no corrections or additions. Billy Croan seconded the motion, which passed unanimously.

**Staff Reports**

**Director's Report**

COMMUNITY CENTER CONSTRUCTION UPDATE

- Warranty work on the Natatorium is wrapping up this week. Staff has begun the process of deep cleaning the deck and equipment after construction.
- Palmer Electric is expected to be on site this week to address the lighting solution for "Bask". Their timeline has the project being lit by mid-March.
- The headache bar height warning system was delivered last week. This system will notify drivers entering either level of the parking structure of the maximum height. Staff is waiting on McCarthy to schedule labor to install. There are a few remaining items left on their punch list that staff will have to track through spring due to the nature of the item.
- On Friday, February 12 staff received an email from JOCO Health and Environment with clarification of the Board of County Commissioners Health order as it relates to locker rooms and restroom facilities. This clarification outlined that showers associated with the operation of pools were exempt and allowed to open. There will be social distancing required within the locker rooms. With this clarification, staff met and developed a plan to reopen the pool. With items still needing to be completed in the natatorium, staff training required after not being in the water since mid-November, the pool will open March 1. Those with suspended annual memberships were notified that their membership would be re-instated on March 1 and they would receive an extension equal to the number of days the pool was closed. Those that pay month-to-month were notified that their memberships would be reinstated and monthly payments would begin on March 5.
- Interviews for the full-time aquatic coordinator position have occurred. Staff has sent "homework" to the top 5 candidates in preparation for round 2 interviews. The goal is to have someone on board by mid-March. Liza Thalken, Fitness Coordinator, has left employment of the City of Merriam. That position has been posted with the first review of applications occurring March 1. In addition, there are several part-time positions available –Fitness Attendant, Facility Attendant, and summer aquatic staff such as lifeguards, slide / concession attendants.

### Monthly Community Center Membership Report

Included in the packet were membership reports – The monthly comparison for January shows that 182 memberships were sold with 44 cancelled. In future months this will provide insight on trending membership sales identifying key times for targeted promotions. Annual membership sales report will provide insight to how each month compares to the previous total sales – January sales equals 27% of total sales in 2020. With no sales from January 2020 this information is providing a base for 2022. Also included in the packet are visit comparison reports – there will be a change to reflect annual total visits. January visits are 24% of annual membership visits from 2020 with daily visits 27.5% of 2020 daily visits. Also included are the highest attended days and insurance visit reports. These are established to provide comparisons to the past year similar to membership reports.

Discussion ensued about using the data for marketing purposes, specifically targeted campaigns, as well as staffing requirements. Determining what data is important to track and analyze for the communication team to continue to grow memberships will be key.

### Tim Murphy Art Gallery Update

- The current show at the gallery is Movement. Form. Color. Geometry: Abstracts from the Heartland and runs through Saturday, February 27<sup>th</sup>.
- There were 245 works submitted from 84 artists representing 10 states for the 25<sup>th</sup> Annual Heartland Artist Exhibition. Eighty works from 53 artists representing six states were accepted. The show will be hung the first week of March. Unfortunately, due to COVID restrictions, there will be no opening reception and awards ceremony the evening of March 6. It will be presented virtually.
- There are eight people registered for Beginnings, the Heartland artist workshop lead by juror, Cris Chapin, scheduled for Thursday and Friday, February 25 and 26.
- Call for Artists for 2022 monthly shows is currently underway with a deadline of Monday, July 12.

### Farmers' Market

Summer 2021 market dates are, Saturday, May 1<sup>st</sup> through Saturday, September 25<sup>th</sup>. Vendor selection is currently in progress. Until further notice the market will continue to run under the COVID protocols established in 2020. Vendors will be spaced out every other stall and shopping will proceed one way to ensure appropriate physical distancing. Masks are required for all. Live music has been put on hold for now. Once a month there will be “take and make” projects for kids/families to take and complete at home.

### Build-a-Plush Evaluation

Included in your packet is an event evaluation for Build a Plush – although not a traditional special event this evaluation provides staff the opportunity to review the program for future events. Ideally, this program would break even but there was an issue with the registration fee amount that was not initially identified. There are ideas to expand this program into birthday parties or other holiday themed programs that staff will explore.

### **New Business**

#### Chatlain Park Project Discussion

Included in the packet is a memo outlining the Chatlain Park Project. Staff provided a power point presentation on the three options to replace the structure.

1. Two-Bay Swing with bucket and belt swings
2. Two-Bay Swing with bucket and belt swings + Friendship Swing

### 3. Two-Bay Swing with bucket and belt swings + WeGo Swing

The presentation provided an overview of the project, outlined the three opportunities, proposed budgets and funding opportunities. The recommendation of Park Board will be presented at the March 8 meeting. Once the project is approved at the Council level, it is staff's goal for the project to be complete by mid-May barring weather delays.

Discussion among Park Board Members ensued.

Christopher Leitch made a motion to propose the third option of the Two-Bay Swing with bucket and belt swing + WeGo Swing. Katie Leary seconded the motion with passed with a 6 -1 vote.

### **Other Business**

#### New Park Board Roster

Included in the packet is a new Park Board Roster. Staff was notified that a phone number for one of the members was incorrect. Please review the roster to confirm correct information and update contacts accordingly.

### **Adjournment**

Christopher Leitch called for a motion to adjourn. Billy Croan seconded. The meeting adjourned at 7:35 p.m.

## **CITY COUNCIL SUGGESTED MOTIONS FOR YOUR CONSIDERATION**

### **CONSENT AGENDA**

- 1. Move that the council approve Consent Agenda Items 1-4.**

### **MAYOR'S REPORT**

- 1. No motion**
- 2. No motion**

### **COUNCIL ITEMS**

- 1. Move that the council approve the purchase of play equipment and safety surface for Chatlain Park.**
- 2. No motion(first reading)**
- 3. Move that the council approve the 2021 Council Goals and Objectives.**
- 4. No motion.**