

**MERRIAM CITY COUNCIL AGENDA
CITY HALL
9001 WEST 62ND STREET
NOVEMBER 14, 2016
7:00 P.M.**

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

I. CALL TO ORDER - PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. PUBLIC ITEMS

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

IV. CONSENT AGENDA

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

1. Consider approval of the minutes of the City Council meeting held October 24, 2016.
2. Consider endorsement of United Community Services funding recommendations for 2017.
3. Consider confirmation of the Drug and Alcoholism Council of Johnson County funding recommendations for 2017.

V. MAYOR'S REPORT

VI. COUNCIL ITEMS

A. Finance and Administration

1. Tobacco 21 discussion.

2. Consider approval of an ordinance approving a telecommunications franchise agreement with Mobilitie LLC. (first reading)
3. Consider approval of the 2017 Fee Schedule.
4. Monthly Finance Report.

B. Community Development/Public Works/CIP

1. Consider approval of a bid award for the Shawnee Mission Parkway Bridge over the BNSF Railroad.
2. Consider approval of an Ordinance amending section 47-46, City Park and Recreation Board, of the Merriam Code of Ordinances. (first reading)
3. CIP Update.

VII. STAFF ITEMS

1. Parks and Recreation Facilities Master Plan Update.

VIII. NEW BUSINESS

IX. EXECUTIVE SESSION

X. ADJOURNMENT

Respectfully submitted,

Juliana Pinnick

Juliana Pinnick

**MERRIAM CITY COUNCIL AGENDA
CITY HALL
9001 WEST 62ND STREET
October 24, 2016
7:00 P.M.**

I. CALL TO ORDER - PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

Al Frisby
Scott Diebold
Chris Evans Hands
Cheryl Moore
Nancy Hupp
Bob Pape
Robert Weems
Jim Wymer

Staff present: Chris Engel, City Administrator; Mike Daniels, Police Chief; Anna Slocum Parks and Recreation Director; Bryan Dyer, Community Development Director; Cindy Ehart, Finance Director; Kevin Bruemmer, Public Works Director; Nicole Proulx Aiken, City Attorney; and Juli Pinnick, City Clerk.

III. PUBLIC ITEMS

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

Eric Jackson, 10006 W. 61st Street, voiced concerns over the city potential spending millions of dollars for non-essential services without a public vote. Mr. Jackson displayed some literature he received in the mail encouraging people to vote. Mr. Jackson feels the city is gearing up to spend money for a new community center and swimming pool. He commented that the Steering Committee is working toward a proposal for the buildings, and feels that since bond counsel has been hired and an independent auditor has been engaged for an audit it means that the city is getting ready to issue bonds. However, there has not been any consent from

the public to spend the funds for these facilities. Mr. Jackson asked what is it going to take before the city will allow this issue to be voted on by the public.

Councilmember Moore asked Mayor Sissom if Mr. Jackson has been told there would be no public vote.

Mayor Sissom asked Mr. Jackson if someone has told him there would be no public vote on this issue.

Mr. Jackson responded that no one has told him there would not be a public vote and he has asked the question about a public vote on a couple of occasions and has not received an answer. Not receiving an answer to his questions leaves it that one would assume that there won't be a public vote. He would like some reassurance at this time. It appears that by remaining silent and leaving it all the way to the end does not give anyone reassurances.

Mayor Sissom commented that it has never been stated that there would not be a public vote on this issue.

Mr. Jackson commented that he is not for or against the project, he just wants the public the opportunity to weigh in on the issue.

Mayor Sissom commented that he can appreciate Mr. Jackson's concerns, however until we are at the point where we know what will be built and how much it will cost, you can't draft ballot language to ask folks to vote on something. Mayor Sissom stated that he has explained this many times and that more than likely it will go for a public vote, and no one on the council is against a public vote on this issue. The process of the entire project needs to be completed before anything could be put on a ballot question.

Mayor Sissom further commented that the things Mr. Jackson says the city is doing to gear up for a bond issue is simply not true. The city has had bond counsel for many years, this is not something new. The city has always had bond counsel. Once all the information has been presented, and options for facilities have been vetted, only then will the city have numbers of what the facilities could cost and then decide how to pay for it.

Mayor Sissom explained to Mr. Jackson that if he comes back to the council meeting in two weeks and asks the same question, he will likely get the same answer. It is not about refusing to give an answer it is that it would be imprudent to rush this and taking it to a vote until we are ready and before the public is ready to receive it.

Sam Matier, 8515 W. 57th St., commented that he feels he doesn't understand why we need to know how much the facilities are going to cost before giving residents the right to vote. Mr. Matier commented that he attended the facility tour with the Steering Committee and some councilmembers and was able to learn a few things. Mr. Matier feels the council is losing respect from the residents due to their attitude. Mr. Matier read comments from residents he has received recently. Mr. Matier commented that the council and mayor are public servants, and people expect more from them than what they are getting right now.

IV. CONSENT AGENDA

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

V. MAYOR'S REPORT

1. Presentation from Tobacco 21.

Mayor Sissom explained that Tobacco 21 is a recent movement that has been moving forward in the area over the past few months. Many area cities have passed legislation in favor of Tobacco 21. In order to get a better understanding of the issue, there is a group who will be giving a presentation tonight. The Mayor also commented that he would like to inform the businesses that may be negatively impacted by this proposed legislation an opportunity to voice their concerns. The plan is to send those businesses a letter and invite them to come to the next meeting in two weeks to further discuss this item.

Scott Hall, Vice President of the Kansas City Chamber of Commerce and Jessica Hembry, Policy Officer of the Greater Kansas City Healthcare Foundation presented information about the Tobacco 21 initiative which would prohibit the sale of tobacco products to any person under the age of 21. Tobacco sales would include smoked and smokeless tobacco (chewing tobacco) as well as vapor pens. Mr. Hall displayed a map of cities in the Kansa City area who have passed this legislation prohibiting the purchase of tobacco products to anyone under 21.

Jessica Hembry presented information on teen smoking and the lifelong effects of smoking at an early age.

Nicole Brown Johnson County Health and Environment commented that the national surveys indicate that 40% of high school students under 18 believe it is hard to get tobacco products and that 95% of smokers started smoking under the age of 21. Easy access to tobacco and tobacco products leads to smoking at an early age.

Councilmember Moore asked if they had any statistics on how the initiative has affected smoking rates in the area.

Mr. Hall responded that since this legislation only began getting passed in 2013, and there is no data yet. However, he would anticipate getting that data within the next year.

Councilmember Weems asked about information in the presentation that indicated that the states of Hawaii and California have passed Tobacco 21 laws statewide and what is being done at the state level in Missouri and Kansas.

Mr. Hall responded that in both of those states the Tobacco 21 legislation started at the local level and then was approved statewide. They have not had any formal conversation with either state about this issue, however they feel that this is the cities opportunity to lead in this initiative.

2. Presentation on Ride KC.

Andy Graham, Communications and Public Engagement Manager presented information on a pilot project, Ride KC Taxi service, for qualified residents. Johnson County Transit and Kansas City ATA merged a couple of years back and have been rebranded as KC Ride. Through the merger they have been able to expand services and offer this new program. To qualify for the service, you must be 65 and older and/or disabled. The service offers one-way trips, up to 10 miles for \$5.00. Anything beyond 10 miles the rider must pay the difference. The service is provided by 10/10 Taxi.

People utilizing the program are allowed 10 trips per month at the \$5.00 rate. Participants receive a fare card with their photo on it. It works like a debit card and funds for the taxi rides are loaded on the card. So far there have been 200 participants sign up for the program and 20 of the participants are from Merriam.

Ride KC has been doing quite a bit of outreach for this taxi service program and has been going to retirement communities to inform folks about the program. There are no income restrictions to utilize the taxi program.

William Young, 10200 W. 62nd Street, commented that he lives in the Sunflower Apartments and many residents have been using the service. Many residents are very pleased with the service. There was a special presentation given at Sunflower regarding the service.

VI. PLANNING COMMISSION

VII. COUNCIL ITEMS

1. Consider approval of the minutes of the City Council Meeting held October 10, 2016.

COUNCILMEMBER HUPP MOVED THAT THE COUNCIL APPROVE THE MINUTES OF THE CITY COUNCIL MEETING HELD OCTOBER 10, 2016. COUNCILMEMBER PAPE SECONDED AND THE MOTION WAS APPROVED. COUNCILMEMBER FRISBY ABSTAINED.

A. Finance and Administration

1. Update on City investments – Adam Pope, Vice President Columbia Capital Management, LLC

Adam Pope, Columbia Capital, presented an overview of the City's investments and reviewed how those investments are performing. Columbia Capital has been the City's investment advisors since 2015.

B. Community Development/Public Works/CIP

1. Community Development Update.

Community Development Director Bryan Dyer commented that the Crestview Elementary School project is progressing on schedule with an anticipated spring opening.

Shawnee Mission Medical Center is working on various remodeling projects, including a new training facility.

The new building on W. Frontage Rd. behind the existing building where Povitica bread is located is going up now. Without driving behind the exiting building you would not see the new building.

Warm temperatures going into fall have extended the mowing season and contract mowing on vacant/foreclosed homes continues.

The house at 49th and Knox which had fire damage is still being assessed by the insurance company to determine the extent of damage to the structure.

VIII. STAFF ITEMS

Parks and Recreation Director Anna Slocum provided an overview of the Steering Committee Facility Tour that occurred earlier in the day.

The tour included visits to 5 area recreation facilities. The tour was attended by the Steering Committee, city staff, city facility consultants, one citizen and four councilmembers. The tour included visits to the Olathe Community Center, Sylvester Powell-Mission, KS; High Blue Wellness-Belton, MO; The View-Grandview, MO; and Gamber Community Center- Lees Summit, MO.

These facilities were selected as they offer the amenities that folks ranked the highest on the survey. Some of the facilities were fairly new, others were starting to show their age and in need of renovations. The facilities ranged in size so it was helpful to get an idea of what the square footages look like in a facility.

There will be a joint work session with the Steering Committee and City Council to be held on November 2 at the Irene B. French Community Center. The information gathered from the facilities tours will be presented.

IX. NEW BUSINESS

X. EXECUTIVE SESSION

XI. ADJOURNMENT

**THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COUNCIL,
COUNCILMEMBER HANDS MOVED TO ADJOURN AT 8:35 PM.
COUNCILMEMBER PAPE SECONDED AND THE MOTION WAS
UNANIMOUSLY APPROVED.**

Respectfully submitted,

Juliana Pinnick

Juliana Pinnick
City Clerk

DRAFT

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider endorsement of United Community Services funding recommendations for 2017

Department: Finance

Background/Description of Item: Merriam has been a sponsor of the United Community Services (UCS) of Johnson County for many years. This organization offers local governments a cost-efficient, accountable mechanism to support services that help residents who are facing difficult circumstances. UCS supports programs which can reduce costs that would otherwise be incurred by city and county governments.

Participating jurisdictions such as Merriam have been requested to approve the UCS Board of Director recommendations (see attached). As a practical matter, we do not have the ability to request changes to their allocations, but Council could choose to withhold the City's contribution. UCS has asked for a response by December 19, 2016.

The City's approved 2017 budget includes a contribution of \$7,000 to UCS. However, Appendix A of the attached indicates the City's 2017 contribution is \$11,000. This is due to the additional \$4,000 contributed in 2016 at the direction of City Council ($\$7,000 + \$4,000 = \$11,000$). Because the 2016 grants were established prior to our increased contribution, UCS needed to postpone distribution until 2017 to properly allocate. The 2017 contribution remains at \$7,000.

Related Policy, Ordinance or Statute: Council Policy #103

Recommendation: Staff recommends endorsing the United Community Services 2017 Human Service Fund recommendations.

Prepared by: Cindy Ehart, Finance Director

Date: November 10, 2016



United Community Services of Johnson County

Board Members

- Michael Hockley, President
- Kate Allen
- Brian S. Brown
- Jennifer Bruning
- Tara S. Eberline
- Rev. Lee Jost
- Donna Lauffer
- Janis McMillen, PhD
- Justin Nichols
- Leo J. Nunnink
- Jill Quigley
- Tom Robinett
- Sandra Sanchez
- Paul Snider
- Maury L. Thompson
- Kevin Tubbesing
- Eric Wade

Council of Advisors

- Gary Anderson
- Mary Birch
- Dick Bond
- Pat Colloton
- David Cook, PhD
- Hon. Peggy Dunn
- Hon. Ed Eilert
- Jeffrey O. Ellis
- SuEllen Fried
- Ellen Hanson
- Terrie Huntington
- Audrey Langworthy
- Clint Robinson
- Carol Sader
- Joseph Sopcich, PhD
- Brad Stratton
- Charlie Sunderland
- Elaine Tatham, PhD
- Stephen Tatum
- David Warm
- Ron Wimmer, PhD
- Hannes Zacharias

Executive Director

- Julie K. Brewer

2017 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

Human service programs are a vital component of quality of life. United Community Services (UCS) commends city and County government leaders for recognizing the important role of local government in supporting human service programs. Thank you for your support of the **Human Service Fund** in 2017.

Together, Johnson County Government and 15 cities committed \$335,165 for program allocations in 2017. (See appendix A for list of participating jurisdictions.) These contributions directly benefit Johnson County residents who will be served through 14 programs recommended for 2017 Human Service Fund grants.

The Human Service Fund offers local governments a cost-efficient, accountable mechanism to support an array of services that help residents of every city and township who are facing difficult circumstances. Funding is awarded to local nonprofit agencies which provide vital programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. Priority is given to programs that address child care, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care. (See appendix B for all funding priorities.) Agencies recommended for grants demonstrate positive outcomes and are working collaboratively with others in the community.

Thanks to your support, last year programs receiving Human Service Fund grants served approximately 68,500 Johnson County residents in-need. But, these programs benefit more than just the individual and their family; the entire community, including local government, benefits. Without a strong human service infrastructure to address issues such as unemployment, lack of child care, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, our community will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

Jurisdictions are asked to accept the funding recommendations by December 16, 2016.



2017 Human Service Fund Applicant History and Recommendations

Applicant	2016 Grant	2017 Request	2017 Recommendation	Program Description
CASA of Johnson & Wyandotte Counties	\$25,465	\$32,000	\$32,000	Court-ordered intervention by trained volunteers for children determined by judge to be a "Child in Need of Care" due to abuse or neglect. Volunteers focus on the child and submit reports to judge.
Catholic Charities of NE Kansas	\$70,000	\$70,000	\$70,000	Emergency assistance, supportive housing and case management to meet basic needs of low-income families and help them work towards self-sufficiency.
El Centro	\$20,000	\$25,000	\$20,000	Safety net services for low-income, under/uninsured individuals and families, including emergency assistance (utilities and housing), assistance with access to healthcare, financial education and assistance with income tax filing.
Growing Futures Early Education Center	\$8,500	\$10,000	\$9,265	Scholarships for child care fees for enrolled low-income families during financial hardship, and crisis assistance for enrolled families who need help with food and housing.
Harvesters	\$8,000	\$10,000	\$10,000	BackSnack program provides a backpack of food for low-income food insecure school children to take home over the weekend.
Health Partnership Clinic	\$45,300	\$45,300	\$42,000	Health and dental care, through a medical home model, for uninsured low-income Johnson County residents.
Hillcrest Transitional Housing of Kansas	No request	\$10,000	\$5,000	Transitional housing for homeless youth including case management, budget counseling, and supportive services.
Johnson County Interfaith Hospitality Network (IHN)	\$9,000	\$15,000	\$9,000	Case management for homeless single females and homeless families with children who receive shelter, meals, and transportation assistance from IHN.
Jewish Family Services	No request	\$35,000	0	Career Skills and Connections for unemployed or underemployed individuals; includes career exploration, job search skills, career coaching.
Kansas Children's Service League	\$19,800	\$19,800	\$19,800	Home-based education and family support for new parents whose children are at-risk for child abuse and neglect.
KidsTLC	\$15,400	\$15,400	\$15,400	The Street Outreach Services Program serves runaway and homeless youth, with goal of safe housing. Addresses youths' immediate needs; related services and case management are available.
SAFEHOME	\$18,000	\$22,500	\$18,000	The Economic Empowerment Program promotes economic self-reliance for victims of domestic violence who are living in shelter, and for women in agency's outreach programs.
Salvation Army Family Lodge (Olathe)	\$15,000	\$18,000	\$18,000	Emergency and transitional housing for homeless and near homeless families in Johnson County, including related services and case management.
Sunflower House	\$32,500	\$37,500	\$32,500	Personal safety and prevention programs for children and youth. Prevention and education programs for child care professionals and caregivers, including mandated reporters.
The Family Conservancy	\$15,000	\$20,000	\$10,000	Implementation of "Talk, Read, Play" Intensive Model at two early childhood centers which serve low-income children. TRP strengthens parents' abilities to support their child's early learning and literacy development.
Total	\$301,965	\$385,500	\$310,965	The 2016 federal poverty level for a family of three is \$20,160.

2017 Human Service Fund Recommendations

CASA of Johnson and Wyandotte Counties Funding is recommended for the Children in Need of Care (CINC) program, a court-ordered program that serves children a judge has determined to be a “Child in Need of Care.” CASA is court-ordered to a CINC case because of conflicting case information, extreme neglect or abuse, or concerns about implementation of services. A trained CASA volunteer advocate focuses on the child’s situation and gathers information from the child, family, social worker, attorney, and teacher, then with the CASA supervisor, identifies needed assessments or treatment for the child. CASA’s report is submitted to the judge who uses it to make informed decisions regarding the child’s future.

\$32,000

Recommendation

Results Projected: Program results include children who will not be substantiated as victims of additional abuse or neglect, have a stable adult presence in their lives, and when eligible, will complete high school or earn a GED. CASA anticipates serving 390 Johnson County children during 2017.

Catholic Charities of Northeast Kansas Funding is recommended for the Emergency Assistance and Supportive Housing program which operates out of two centers in Johnson County. The program provides assistance and strengths-based case management, without regard to religious affiliation, to families living at or below 150% of federal poverty guidelines. Emergency Assistance services include those that meet residents’ basic needs such as food, clothing and shelter, as well as financial assistance with prescription medication and medical supplies, utilities, child care, and transportation. The case management delivery model emphasizes modes of self-sustainment, including asset development/financial literacy, education on life skills, and connection to other resources.

\$70,000

Recommendation

Results Projected: During 2017, the agency anticipates serving 27,580 Johnson County residents with assistance that includes food and/or financial support to maintain housing and utilities. Every client who receives financial assistance will undergo a case manager-led financial assessment, and 75% of clients will attend financial literacy education, and receive one-on-one coaching according to assessed financial need and capability.

El Centro, Inc. Funding is recommended for El Centro Family Services Center – Comprehensive Safety-Net Services in Olathe/Johnson County Office. A set of safety net services is provided to low-income and/or under-/uninsured Johnson County individuals and families. Services include Economic Empowerment (emergency assistance, budgeting, asset-building, income tax assistance), Health Navigation (access to health services, health care case management and patient navigation, translation), and Promotores de Salud (trained volunteers who work in community promoting health lifestyles, and provide education about issues relating to health), and OSHA “Security at Work” (certified classes on prevention of workplace safety and health hazards).

\$20,000

Recommendation

Results Projected: During 2017 El Centro expects to serve 1,950 Johnson County residents at the Olathe office. Results include that clients’ basic needs are met, healthcare access is improved, and clients are educated about workforce safety.

Growing Futures Early Education Center (prior to Jan. 2015: Head Start of Shawnee Mission)

\$9,265
Recommendation

Funding is recommended for Growing Futures’ Head Start Wrap Around Care program which provides extended day care (before and after hour care) for families in the preschool program. The majority of children in the Wrap Around Care program are Head Start-eligible (meet federal poverty guidelines). Human Service Fund scholarships pay Wrap Around Care fees for enrolled families having financial difficulties, which allows for continuity of early childhood care and education. Crisis assistance is provided to families in need of short-term help, particularly with housing (those in jeopardy of losing Section 8 eligibility because of inability to pay rent on time).

Results Projected: Children maintain enrollment in the program even though families face financial hardship, and children will show gains in 11 developmental domains. During 2017 Growing Futures projects serving 100 Johnson County children with the Wrap Around Care program.

Harvesters

\$10,000
Recommendation

Funding is recommended to support Harvesters BackSnack program which is provided within Johnson County schools. Through this program a backpack filled with food is provided to low-income children who take it home for the weekend, when school meals are not available. Harvesters’ purchases food for the backpacks and links schools to a community partner, and transports the food kits to the partner. Community partners clean backpacks, place food kits in backpacks and distribute backpacks to schools every week. School staff identify children in greatest need of food assistance. Currently Harvesters collaborates with 54 schools in Johnson County.

Results Projected: In 2017 the agency plans to serve 2,150 Johnson County children and distribute 72,550 backpacks. Results include positive effects on children’s grades, behavior and health.

Health Partnership Clinic (HPC)

\$42,000
Recommendation

Funding is recommended for primary and preventative medical care, and dental and behavioral health services which are provided at Health Partnership Clinic’s office in Olathe. HPC targets serving individuals living at or below 200% of the Federal Poverty Level; 55% of clients are uninsured and 45% have public insurance or Medicaid. Health Partnership Clinic, Johnson County’s largest safety-net clinic, utilizes a medical home model which emphasizes prevention and health maintenance while providing a broad scope of services including care for patients with chronic diseases. In July 2016, HFP opened a pediatric practice in Shawnee which serves a majority of Medicaid patients. Specialty care is provided through a network of providers, and HPC assists patients with access to affordable prescription drugs through partnerships with local pharmacies.

Results Projected: Anticipated program results include access to a medical and dental home for low-income and uninsured residents, patients achieve better health outcomes, and patients utilize the Health Partnership Clinic (HPC) as their ongoing source of care (i.e. a medical home). During 2017 HPC anticipates serving 21,160 Johnson County residents through 48,760 patient office visits or encounters.

Hillcrest Transitional Housing of Kansas

\$5,000 Recommendation

First time HSF grant support is recommended for Hillcrest’s Transitional Housing Program – Homeless Youth program. Transitional housing for homeless youth, ages 16-21, will be provided in four apartments located in Overland Park. Youth will receive individual case management and budget counseling, and be connected to community services to address immediate and ongoing needs as applicable, such as medical, dental, vision, mental health, substance abuse treatment, employment training, tutoring, and mentoring. A food and basic-needs pantry is also provided at the Overland Park facility.

Results projected: Four homeless youth will be provided transitional housing and work toward achieving an education goal. They will also receive an individual assessment and achieve at least one goal from their assessment plan.

Johnson County Interfaith Hospitality Network (JoCoIHN)

\$9,000 Recommendation

JoCoIHN provides shelter, meals, transportation and case management for homeless families and single unaccompanied females. Area congregations provide shelter and meals on a rotating schedule while JoCoIHN staff helps families regain self-sufficiency and independence. Human Service Funds are used to provide strengths-based case management which includes assistance with transportation, referrals to other community resources, assistance with budgeting and money management, and assistance with job and housing searches. JoCoIHN partners with 35 faith congregations.

Results Projected: During 2017 the agency expects to serve 40 Johnson County residents with 2,500 days of shelter and case management. Clients completing the program will increase their economic resources, and approximately 50 percent will move into homes of their own within three months of entering the network.

Kansas Children’s Service League (KCSL)

\$19,800 Recommendation

Funding is recommended for Johnson County Healthy Families, a child abuse prevention program which provides intensive home-based education and family support services to parents who are experiencing extreme stress and are “at-risk” for abuse and neglect. Eligibility is based upon risk factors, not income, however, most of the families are low-income. Participants receive routine at-home visits, case management, referrals to community resources and services, child development and parent education, and linkage to health care services.

Results Projected: Families do not have any substantiated child abuse and neglect; children have health insurance and are current on immunizations, and have a developmental screen in the last six months (or are already receiving services for developmental delays). With an increase in KCSL’s 2016 HSF grant along with other funding, a second Family Support Specialist was added to the program and 90 Johnson County individuals are expected to be served during 2017.

<p>KidsTLC</p> <p>\$15,400 Recommendation</p>	<p>Funding is recommended for KidsTLC Street Outreach Program (SOS) which serves runaway and homeless youth between the ages of 12 and 24. The overarching goal of the program is to get homeless and runaway youth into permanent housing, or refer them to shelter and transitional living programs. A first step may be meeting the young person’s immediate needs for food, clothing and hygiene items. When youth accept further engagement, strength-based case management is provided, as well as an array of services such as referral to behavioral health services and medical and dental services, crisis and trauma intervention, and follow-up support.</p> <p>Results Projected: During 2017 the organization estimates serving 60 Johnson County youth through this program. Program results include securing housing for youth, and providing case management with an additional focus on higher-risk youth.</p>
<p>SAFEHOME</p> <p>\$18,000 Recommendation</p>	<p>SAFEHOME provides shelter and other assistance for victims of domestic violence. Funding is recommended to support SAFEHOME’s Economic Empowerment Program. Through education, support, and referrals to community agencies, this program assists women in taking control of their finances and moving towards financial independence. Clients participating in SAFEHOME’S outreach/transitional living programs also have access to financial literacy classes.</p> <p>Results Projected: Program participants secure employment, enroll in job training or education programs, and achieve budgeting/credit goals. The agency projects this program will serve 225 Johnson County residents during 2017.</p>
<p>Salvation Army Olathe</p> <p>\$15,000 Recommendation</p>	<p>Funding is recommended to assist low and very low income homeless families in Johnson County with food and temporary shelter at the Johnson County Family Lodge (a homeless shelter) in Olathe. The Lodge provides up to 90 days of shelter. Residents meet weekly with a case manager who utilizes the strengths-based case management model. Parenting and financial literacy classes are offered, as well as skill building in becoming gainfully employed and building a support system, and navigating mainstream resources. Clients are assisted in accessing affordable child care, and a portion of HSF provides funding for daycare to allow parents to work while their application for State childcare assistance is being processed.</p> <p>Results Projected: In addition to providing safe shelter, results include families who increase their skills or income, and move into transitional or permanent housing. The Family Lodge anticipates serving 175 Johnson County residents during 2017.</p>
<p>Sunflower House</p> <p>\$32,500 Recommendation</p>	<p>Funding is recommended to support the Personal Safety Education Program, a child abuse prevention education program. The program includes: 1) <i>Happy Bear</i>, an interactive play for children ages four through seven enrolled in public and private early childhood centers and elementary schools; 2) <i>Think First and Stay Safe</i>, a newly updated curriculum for PreK-fifth grade that reinforces personal and digital boundaries; 3) <i>E-Safety Presentation</i>, targeting sixth through eighth graders and educating them on safety topics such as sexting, bullying, child exploitation, and social networking; 4) <i>Keeping Kids Safe Online</i>, a workshop</p>

for parents provided in partnership with the FBI Cyber Crimes Unit; 5) *Stewards of Children*, a child sexual abuse prevention and education training for adults; 6) *Mandated Reporter Training* which teaches attendees to recognize signs of sexual abuse, correct procedures/laws for reporting, and how to handle a child's disclosure; and, 7) *Child Protection Project*, a presentation designed to raise the awareness of child sexual abuse among parents and caregivers, and give them tools needed to be proactive in protecting children.

Results Projected: Children are knowledgeable of strategies to recognize, resist and report abuse; youth who receive mobile technology and web education will indicate they will report unwanted electronic communication, and can identify how to report it; and, mandated reporters and caring adults are trained to identify and report child abuse and neglect. The agency anticipates reaching 15,000 Johnson County residents during 2017.

**The Family
Conservancy**

**\$10,000
Recommendation**

Funding is recommended for "Talk, Read, Play" (TRP), a parent-child initiative lead by The Family Conservancy since 2011. The TRP Intensive Model, developed in 2014, will be implemented at Growing Futures Early Education Center in Overland Park and in another Johnson County child care program (to be determined), both of which serve families who receive state subsidy for child care costs. TRP trains child care providers and addresses parents' basic abilities to support their child's early learning and literacy development. It helps parents interact intentionally with their children, furthering at home the lessons child development educators begin building with children in the classroom. TRP places special emphasis on reaching low-income parents where research suggests it has potential to have a greater impact on children's healthy development.

Results Projected: Parents increase in frequency of talking, reading and playing with their children. Child care providers increase utilization of TRP strategies in the classroom, distribution of TRP materials to families, and on-site parent event activities. If provided the full amount of its HSF request, during 2017 The Family Conservancy plans to serve 300 (this number may decrease, depending upon availability of other funding support).

Not Recommended for Funding

Jewish Family Services - Career Skills and Connections Program

Jewish Family Services, a first-time HSF applicant, requested \$35,000 for its Career Skills and Connections program. Created in 2010 for members of the Jewish community, this program expanded beyond the Jewish community in 2015 with the addition of 35 clients from the general community. The program serves unemployed or underemployed individuals, and offers services that include career exploration, technical job search skills, career coaching, and activities and referrals for emotional and psychological support.

United Community Services Human Service Fund Grant Review Committee did not recommend funding from the 2017 Human Service Fund for Jewish Family Services. UCS acknowledges the contribution this agency makes to Johnson County residents. However with limited funding, the grant review committee focused on recommending allocations for programs with more secure funding sources and stronger alignment with funding priorities, and applicants that demonstrate wider collaboration with other programs which serve similar populations (in this case other supportive employment programs).

APPENDIX A

2017 HUMAN SERVICE FUND PARTICIPATING JURISDICTIONS

JURISDICTION	CONTRIBUTION
Johnson County	\$121,275
De Soto	\$2,000
Edgerton	\$1,650
Gardner	\$5,500
Leawood	\$12,500
Lenexa	\$17,000
Merriam*	\$11,000
Mission	\$7,000
Olathe	\$46,000
Overland Park	\$75,700
Prairie Village	\$7,000
Roeland Park	\$3,930
Shawnee	\$21,500
Spring Hill	\$1,650
Westwood	\$1,260
Westwood Hills	<u>\$200</u>
Total from County Government & Cities	\$335,165
UCS Administration	<u>\$24,200</u>
Total Available to Allocate	\$310,965

*Portion of Merriam’s support includes funds received in 2016.

2017 HUMAN SERVICE FUND GRANT REVIEW COMMITTEE

UCS Board Members

- o Jennifer Bruning, *Committee Chair*, Kansas State Alliance of YMCAs
- o Tara S. Eberline, Foulston Siefkin, LLP
- o Rev. Lee Jost, Christ the Servant Church
- o Donna Lauffer, Community Volunteer
- o Justin Nichols, Lathrop & Gage LLP
- o Sandra Sanchez, KU School of Nursing

Staff support: Marya Schott, UCS Community Initiatives Director

The Human Service Fund is a competitive process that awards grants to nonprofit organizations for operating human service safety net programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. The human service safety net cares for and protects the vulnerable, and provides pathways and opportunities for the disadvantaged to become contributing members of society. Components of the safety net that are supported by the HSF are: 1) basic needs, 2) work and income supports, and 3) health, wellness and personal safety.

FUNDING PRIORITIES 2017

The HSF supports programs that benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.

2017 Funding Priorities:

1. Programs funded by the HSF must deliver measureable outcomes which benefit Johnson County residents and, in the long-term, benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
2. Programs funded by the HSF must fit the definition of "Safety Net or Work Supports." Priority is given to programs that address child care, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care.
3. Priority will be given to programs that serve individuals and/or families with income below or near the federal poverty level.
4. Priority will be given to programs that are not primarily funded or delivered by local, state or federal governments.
5. Priority will be given to programs that demonstrate innovation and/or collaboration in program delivery.

ELIGIBILITY

- Current §501(c)(3) designation and in good standing in Kansas or Missouri as a nonprofit corporation, i.e. may not be an entity of city or county government.
- Agency must provide an independent certified audit of the previous year's financial records; or, if total agency revenues were less than \$250,000, an independent review of financial statements prepared by a Certified Public Accountant. The audit or review must have been completed within nine (9) months of the close of the fiscal year. Upon request, the agency may need to provide additional financial information, such as, but not limited to, the most recent IRS Form 990.
- The program serves primarily Johnson County, Kansas residents who live with income at or near federal poverty level. Programs that do not meet this criterion may still be eligible if the program leads to the prevention of poverty, and primarily serves Johnson County residents.
- The program clearly defines and measures outcomes for participants.
- The program benefits local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
- The applicant complies with Agency Standards.
- Applicants must affirm that the agency does not discriminate on the basis of age, sex, ethnicity, disability, race, color, ancestry, political affiliation, religion, sexual orientation, mental health disability or national origin.
- Only one HSF application may be submitted by an agency. Applications will not be accepted for both the HSF and Alcohol Tax Fund (managed by Drug and Alcoholism Council, a program of UCS) for the same program during the same funding cycle.
- Applications for substance abuse programs are not accepted and should be directed to the Alcohol Tax Fund.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider confirmation of the Drug and Alcoholism Council of Johnson County funding recommendations for 2017.

Department: Finance

Background/Description of Item: By state statute, one-third of alcohol tax collections (on “liquor-by-the-drink”) in the City are deposited into the City’s Special Alcohol Fund for use in alcohol and drug rehabilitation programs. In recent years, substantially all such revenues have been committed to the Drug and Alcoholism Council of Johnson County (DAC). The DAC targets public resources to provide substance abuse education, prevention, intervention, detoxification and treatment needs for Johnson County residents.

Participating jurisdictions such as Merriam have been asked to confirm acceptance of the DAC’s recommendations (attached) by December 19, 2016. The City’s approved 2017 budget provides for a contribution of \$20,000. Captain Troy Duvanel of the Merriam Police Department serves as the City’s representative to the DAC.

Related Policy, Ordinance or Statute: KSA 79-41a04

Recommendation: Staff recommends confirming the Drug and Alcoholism Council of Johnson County funding recommendations for 2017.

Prepared by: Cindy Ehart, Finance Director

Date: November 10, 2016



United Community Services of Johnson County

Board Members

- Michael Hockley, President
- Kate Allen
- Brian S. Brown
- Jennifer Bruning
- Tara S. Eberline
- Rev. Lee Jost
- Donna Lauffer
- Janis McMillen, PhD
- Justin Nichols
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- Jill Quigley
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Council of Advisors

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- Elaine Tatham, PhD
- Stephen Tatum
- David Warm
- Ron Wimmer, PhD
- Hannes Zacharias

Executive Director

- Julie K. Brewer

2017 ALCOHOL TAX FUND RECOMMENDATIONS REPORT DRUG and ALCOHOLISM COUNCIL OF JOHNSON COUNTY

Participating jurisdictions: Johnson County, Gardner, Leawood, Lenexa, Merriam, Mission, Olathe, Overland Park, Prairie Village and Shawnee

The purpose of the grant review process conducted by the Drug & Alcoholism Council of Johnson County (DAC) is to direct local Alcohol Tax Funds (ATF) to alcohol and drug prevention, education, intervention, detoxification, treatment, and recovery programs that serve Johnson County residents. The entire community benefits when substance abuse is prevented and/or effectively treated. A continuum of services from education through treatment and recovery is vital to lowering drug and alcohol use and addiction, which in turn lowers healthcare costs, reduces crime, and child abuse and neglect, and increases productivity in employment - thus lowering associated public costs.

Alcohol Tax Funds are derived from a state excise tax on liquor sold by the drink. Part of the revenue generated is returned to the jurisdiction (city or county) in which it was collected, with the stipulation that a specified portion be used for programs “whose principal purpose is alcoholism and drug abuse prevention or treatment of persons who are alcoholics or drug abusers, or are in danger of becoming alcoholics or drug abusers” (KSA 79-41a04).

The DAC’s grant review process provides a structured and accountable system that allows organizations, through one annual application, access to funds from multiple jurisdictions. The Board of County Commissioners and city councils have ultimate authority and responsibility for determining which organizations receive funds from their respective jurisdictions based upon the recommendations in this report. **Jurisdictions are asked to accept the recommendations by December 16, 2016.**

Together, Johnson County Government and nine cities committed \$1,830,313 for 2017 ATF (listed on page 10). Twenty-four applications totaled \$1,889,185 in funding requests. After studying applications, meeting with applicants and deliberating, the DAC developed funding recommendations. This report reflects those recommendations and is organized in two sections: Education, Prevention and Intervention; and, Treatment and Recovery.

For additional information on the process or the programs, contact Marya Schott, UCS Community Initiatives Director, 913.438.4764, maryas@ucsjoco.org.



2017 Alcohol Tax Fund Requests and Recommendations

Applicant	2014 Allocation	2015 Allocation	2016 Allocation	2017 Request	2017 Recommendation
EDUCATION, PREVENTION and INTERVENTION					
Blue Valley USD 229	\$65,450	\$59,895	\$59,450	\$57,770	\$57,770
De Soto USD 232	\$20,745	\$24,020	\$24,750	\$22,775	\$22,775
Gardner-Edgerton USD 231	\$26,385	\$32,210	\$0	\$0	
Olathe USD 233	\$33,455	\$33,455	\$49,125	\$43,000	\$43,000
Shawnee Mission USD 512	\$50,000	\$50,000	\$45,000	\$27,000	\$27,000
Spring Hill USD 230	\$22,495	\$18,495	\$23,060	\$23,060	\$23,060
Artists Helping Homeless			\$10,000	\$10,000	\$10,000
Boys & Girls Club			\$10,000	\$10,000	\$10,000
First Call	\$21,000	\$22,000	\$25,000	\$26,500	\$26,500
Gillis	\$55,000	\$60,000	\$60,000	\$60,000	\$55,000
Heartland RADAC	\$117,000	\$117,000	\$117,000	\$170,000	\$152,128
JoCo Court Services	\$63,389	\$91,147	\$102,245	\$90,536	\$90,536
JoCo Dept. of Corrections	\$0	\$12,710	\$12,410	\$12,410	\$12,410
JoCo District Attorney			\$8,250	\$6,000	\$6,000
JoCo MHC Prevention	\$97,295	\$101,772	\$100,000	\$110,000	\$100,000
SAFEHOME	\$21,578	\$28,000	\$20,706	\$22,386	\$22,386
The Family Conservancy	\$33,900	\$34,500	\$35,550	\$37,000	\$37,000
Subtotal	\$627,692	\$685,204	\$702,546	\$728,437	\$695,565
TREATMENT and RECOVERY					
Friends of Recovery	\$30,000	\$40,000	\$40,000	\$50,000	\$50,000
JoCo MHC Adolescent Center for Tx.	\$219,510	\$253,510	\$253,510	\$253,510	\$253,510
JoCo MHC Adult DeTox Unit	\$268,581	\$268,581	\$268,581	\$268,581	\$268,581
JoCo MHC Dual Diagnosis Adult Outpatient	\$75,000	\$75,000	\$108,885	\$140,000	\$140,000
KidsTLC	\$38,000	\$40,000	\$44,613	\$45,657	\$45,657
KVC Behavioral HealthCare				\$125,000	\$0
Marillac	\$33,396	\$30,000	\$30,000	\$0	
Mirror Inc.	\$90,000	\$132,000	\$132,000	\$176,000	\$176,000
Preferred Family Healthcare	\$92,000	\$102,000	\$102,000	\$102,000	\$102,000
Salvation Army	\$15,500	\$0	\$0	\$0	
Subtotal	\$861,987	\$941,091	\$979,589	\$1,160,748	\$1,035,748
Total	\$1,489,679	\$1,626,295	\$1,682,135	\$1,889,185	\$1,731,313
UCS Admin	\$90,100	\$93,730	\$98,000	\$99,000	\$99,000
Total allocation/request & UCS	\$1,579,779	\$1,720,025	\$1,780,135	\$1,988,185	\$1,830,313

2017 ALCOHOL TAX FUND GRANT RECOMMENDATIONS

Education, Prevention and Intervention

Alcohol Tax Funds (ATF) support numerous programs offered by public school districts and programs delivered by four community-based organizations. In general school-based programs help to prevent and reduce substance abuse. Additionally, programs lower risk factors associated with substance abuse, such as disruptive behavior and truancy. Community-based programs help lower the rates of substance abuse, which translate to lower mental and physical healthcare costs, and less expense for law enforcement and the criminal justice system. Funding recommendations are based upon a review of each proposal (see Appendix A for criteria) and take into consideration the type of programming, outcome achievement and accountability.

School District Programs

Each school district offers a unique mix of programs to its students and parents, and each district has a mix of funding to support these programs. As a result, the programs supported by ATF and the amount of ATF dollars recommended differ for each district.

Blue Valley School District

Request: \$57,770

Recommendation: \$57,770

The DAC recommends Blue Valley School District be awarded \$57,770 to support funding for continuation of Sobriety Support groups and Trauma Informed Care “Skills for Life” groups, both led by therapists from outside the district; 15 Building Drug and Alcohol Coordinators and two district coordinators; substitutes during *Project Alert* training for new teachers and during coordinators’ meetings; *AlcoholEdu* (an on-line program implemented in all high schools and the Academy); and, stipends for *Reconnecting Youth* instructors. During 2017 the district anticipates serving approximately 13,700 adults and students through ATF supported programs.

De Soto School District

Request: \$22,775

Recommendation: \$22,775

The DAC recommends the De Soto School District be awarded \$22,775 to support implementation of three evidence-based programs - *Too Good for Drugs* (elementary and middle school students), and *AlcoholEdu* (high school); and, high school prevention clubs. Additionally, ATF funding will support the district’s coordinator for substance abuse programming, and professional development training for counselors and social workers. During 2017 the district anticipates serving approximately 10,809 adults/parents and 6,241 youth/students through ATF supported programs.

Olathe School District

Request: \$43,000

Recommendation: \$43,000

The DAC recommends the Olathe School District be awarded \$43,000 to support the implementation of *Project Alert* (delivered in middle school), sobriety support groups (high school), student substance abuse assessments, parent education through *Guiding Good Choices* (provided in English and Spanish for parents of students ages 9-13 who are identified by

school), and *AlcoholEdu* (all high schools). During 2017 the district anticipates serving approximately 9,040 adults and students through ATF supported programs.

Shawnee Mission School District

Request: \$27,000

Recommendation: \$27,000

The DAC recommends the Shawnee Mission School District be awarded \$27,000 to support implementation of *AlcoholEdu* (all high schools and Horizons). During 2017 the district anticipates serving approximately 2,260 adults and students through this ATF supported program.

Spring Hill School District

Request: \$23,060

Recommendation: \$23,060

The DAC recommends the Spring Hill School District be awarded \$23,060 to support four evidence-based programs: *Project Alert* (middle school), *Al's Pals: Kids Making Health Choices* (kindergarten), *AlcoholEdu* (high school), and *Peer Assistance and Leadership* (high school). Funding also includes support of *Students Against Destructive Decisions* (SADD – high school), and the Mental Health Social Worker who serves the entire district. During 2016 the district anticipates serving 2,200 students through ATF supported programs.

Note: Gardner Edgerton School District did not apply for 2017 ATF support.

Community-based Programs

Artists Helping the Homeless

Request: \$10,000

Recommendation: \$10,000

The DAC recommends Artists Helping the Homeless (AHH) be awarded \$10,000 for implementation of *Be The Change*, a program that helps people who are homeless access services to meet their needs and address underlying conditions of their homelessness. AHH provides transportation and a continuum of support including coordination of care to homeless adults, most of whom have substance abuse issues. Since its inception in 2010, AHH has helped enroll nearly 1,000 adults in social detox and treatment programs. Referrals come from hospitals, law enforcement, mental health and aging service providers, agencies which provide substance abuse recovery services, and from other individuals who are homeless. In 2017 Artists Helping the Homeless anticipates serving 200 Johnson County residents.

Boys and Girls Club

Request: \$10,000

Recommendation: \$10,000

The DAC recommends the Boys and Girls Club be awarded \$10,000 for implementation of *SMART Moves (Skill Mastery and Resistance Training)* at the Boys and Girls Club in Olathe. *SMART Moves* teaches Olathe club members (ages 5-18) to recognize and resist media and peer pressure to engage in tobacco/alcohol/drug use, and other risky behavior. The organization anticipates serving 200 Olathe youth during 2017; target schools are Central Elementary, Oregon Trail Middle School, Washington Elementary, and Olathe North High School.

First Call Alcohol/Drug Prevention & Recovery**Request: \$26,500****Recommendation: \$26,500**

The DAC recommends that First Call be awarded \$26,500 to deliver Family Prevention Services in Johnson County. These services include the following:

- 1) *How to Cope* - This program supports adults (parents/family members) in identifying enabling and co-dependency behaviors, and assists families in abstinence and recovery of their children.
- 2) *Caring for Kids* - Children and youth in the *Caring for Kids* program attend psycho-educational groups which teach them about the effects of substance abuse disorder in the family and help them to develop healthy lifestyles.
- 3) Services within Olathe schools: a sobriety group at Olathe South High School, Life Skills class at Olathe East High School and Project Choices, Say It Straight at Olathe's North Lindenwood Support Center.
- 4) Life Skills Training at Boys and Girls Club in Olathe
- 5) Speakers Bureau – reaches Johnson County school-aged youth and community members.

First Call anticipates serving 1,580 Johnson County residents during 2017.

Gillis Center**Request: \$60,000****Recommendation: \$55,000**

The DAC recommends that Gillis Center be awarded \$55,000 for the implementation of Functional Family Therapy, an evidence-based in-home family intervention program to address a variety of problems facing at-risk youth and their families. In Johnson County, the Juvenile Intake and Assessment Center, Court Services, District Court and the Johnson County Department of Corrections are the primary referral sources to Functional Family Therapy. If provided the full amount of its ATF request, during 2017 Gillis anticipates serving 70 Johnson County youth and families whose problems are related to substance abuse.

Heartland Regional Alcohol & Drug Assessment Center (RADAC)**Request: \$170,000****Recommendation: \$152,128**

The DAC recommends that Heartland RADAC be awarded \$152,128 to support its recovery coaching, intensive case management and care coordination for Johnson County individuals with co-occurring substance use disorders and mental health issues who are homeless or at-risk of homelessness, and need treatment or treatment-related services. Recovery coaching helps clients engage in the recovery community and is provided in conjunction with case management and care coordination services. The program also purchases services and items needed to secure safe housing, access treatment, promote recovery and eliminate barriers to success. Heartland RADAC's ATF supported services fill a gap in the continuum of services for this population that is otherwise unfunded. If provided the full amount of its ATF request, during 2017 Heartland RADAC anticipates serving 115 Johnson County clients.

Johnson County Court Services, Juvenile Drug Court

Request: \$90,536

Recommendation: \$90,536

The DAC recommends that Johnson County Court Services be awarded \$90,536 to support the salary and benefits for two Court Service Officers who supervise clients in the Juvenile Drug Court and Minor-In-Possession (MIP) programs. The Juvenile Drug Court targets first-time offenders applying for diversion who present with serious drug and/or alcohol issues. The MIP program is a non-Court resolution of a police report when a juvenile has been in possession of alcohol. Both programs increase youths' motivation to remain drug/alcohol free. Recidivism rates for juveniles who complete the Drug Court program are considerably lower than juvenile offenders who do not complete the program. During 2017, Court Services anticipates serving 265 Johnson County youth in these programs.

The Johnson County Department of Corrections

Request: \$12,410

Recommendation: \$12,410

The DAC recommends the Department of Corrections be awarded \$12,410 to support *Treatment Voucher Assistance, and the Adult Residential and Adult Intensive Probation Treatment Readiness Program*. Voucher assistance supports substance use disorder evaluation and treatment for adult and youth offenders who face financial barriers to obtaining substance abuse treatment. Voucher assistance will be provided to adults in the Adult Residential Center (ARC), adults who are under Intensive Supervision, and youth who are Juvenile Intensive Supervision clients, as well as clients on House Arrest or Bond Supervision. Treatment services for clients under Intensive Supervision are provided under a contract with the district court and its agreement with licensed clinicians. ATF will also continue to support the Interactive Journaling Treatment Readiness program at the ARC which utilizes the "Courage to Change" curriculum. The curriculum includes interactive journaling, and focuses on readiness to change and risks related to criminal personality. Corrections anticipates serving 354 Johnson County clients during 2017.

Johnson County District Attorney

Request: \$6,000

Recommendation: \$6,000

The DAC recommends the Johnson County District Attorney be awarded \$6,000 for the *Changing Lives Through Literature program (CLTL)*. This alternative intervention program targets moderate risk criminal defendants. The majority of participants are referred by Adult Diversion, and for those clients a criminal conviction is likely averted with completion of *CLTL* and meeting other diversion conditions. The program uses literature to impact the lives of clients through reading and group discussion. The program is free of charge and offered outside of traditional work hours. *CLTL* defendant participants, judges, and probation officers read literature and participate in facilitated discussion which helps to promote behavioral change. Some of the reading material used during the program relates to drug and alcohol addiction and abuse. Components of *Moral Reconnection Therapy* are incorporated into the program to help address criminal thinking. The District Attorney anticipates serving 34 Johnson County participants during 2017.

Johnson County Mental Health Center, Prevention Services

Request: \$110,000

Recommendation: \$100,000

The DAC recommends Prevention Services be awarded \$100,000 to support staff who provide prevention services in three areas: youth mobilization, education/training, and community engagement; and, other expenses associated with the Youth Leadership Summit and Strengthening Families, as well as supplies, consumables and mileage. Prevention Services provides training and technical assistance to cohorts of Strengthening Families, an evidence-based prevention program for parents and children (ages 3-16) in higher risk families. During the annual Youth Leadership Summit approximately middle school and high school student leaders are trained on effective prevention strategies and action planning for implementation of those strategies. Action plans created at the Summit focus on adolescent problem behaviors prioritized by each school. If provided the full amount of its ATF request, during 2017 Prevention Services anticipates serving 5,300 Johnson County residents.

SAFEHOME

Request: \$22,386

Recommendation: \$22,386

The DAC recommends SAFEHOME be awarded \$22,386 to continue its substance abuse assessment and referral program. This program includes an onsite substance abuse screening of every new resident in this domestic violence shelter. If applicable, there is an in-depth substance abuse interview. Assessment are provided as needed by Heartland Regional Alcohol and Assessment Center. SAFEHOME makes referrals to intervention and treatment programs, along with help making connections to services. ATF dollars also support assistance to clients (such as transportation vouchers for travel to treatment), and professional conferences/training. The organization anticipates serving 90 Johnson County participants during 2017.

The Family Conservancy

Request: \$37,000

Recommendation: \$37,000

The DAC recommends the Family Conservancy be awarded \$37,000 to implement *Conscious Discipline* programming in three childcare centers in Johnson County, and for substance abuse screening and education for all clients served by Family Conservancy's counseling programs. *Conscious Discipline* is an evidence-based self-regulation program that integrates social-emotional learning and discipline, fostering healthy development to prevent future risk of substance abuse. Family Conservancy will provide on-site parenting training at three centers, the coach-train model at two centers, and individual coaching at one site. During 2017, the agency anticipates serving 450 Johnson County residents.

Treatment and Recovery

Alcohol Tax Funds are recommended to support seven treatment and recovery programs delivered by community-based organizations and Johnson County Mental Health Center. In general, treatment programs help to reduce substance abuse, lead to positive individual change and productivity, reduce mental and physical healthcare costs, improve public safety, and reduce law enforcement and court costs. Funding recommendations are based upon a review of each proposal and take into consideration the type of programming, outcome achievement and accountability.

Friends of Recovery Association

Request: \$50,000

Recommendation: \$50,000

The DAC recommends that Friends of Recovery (FORA) be awarded \$50,000 to increase staff capacity and continue to provide case management for individuals living in Oxford Houses. Oxford Houses target individuals who often have limited resources, and are seeking a supportive environment within which to recover from substance abuse. Friends of Recovery operates 32 Oxford Houses in Johnson County. During 2017 FORA anticipates opening two more houses in Johnson County and serving approximately 340 Johnson County participants.

Johnson County Mental Health Center, Adolescent Center for Treatment (ACT)

Request: \$253,510

Recommendation: \$253,510

The DAC recommends that the Johnson County Mental Health Center's Adolescent Center for Treatment be awarded \$253,510 to deliver an adolescent residential treatment program for youth ages 12-18. The ACT is the only specialized youth residential program for treatment of substance use disorders in the state of Kansas. The majority of residential patients are court-ordered; some are from the foster care system. During summer of 2016, the ACT moved into the Youth and Family Services building owned by Johnson County government, and expanded its bed capacity to 30. ACT offers a sliding fee scale to ensure that no clients are turned away due to financial reasons. During 2017 ACT anticipates serving 61 Johnson County youth in the residential program.

Johnson County Mental Health Center, Adult Detoxification Unit (ADU)

Request: \$268,581

Recommendation: \$268,581

The DAC recommends that the Johnson County Mental Health Center's Adult Detoxification Unit be awarded \$268,581 to provide a social detoxification center delivered at no cost to adult Kansas residents 24 hours a day, seven days a week. Admissions primarily come through hospitals and law enforcement. The ADU is the only social detoxification program located in Johnson County and is a cost-effective alternative to hospital emergency rooms or incarceration. During 2017 the Mental Health Center ADU anticipates serving 446 clients from Johnson County.

Johnson County Mental Health Center, Dual Diagnosis Adult Outpatient Program

Request: \$140,000

Recommendation: \$140,000

The DAC recommends that the Johnson County Mental Health Center's Dual Diagnosis Adult Outpatient Program be awarded \$140,000 to offer integrated outpatient treatment to adults

who have co-occurring substance use disorders and mental health disorders, and to provide Medication Assisted Treatment (MAT) to 22 clients appropriate for this treatment, but with no means to pay for it. The dual-diagnosis program uses a sliding fee scale to assure access for low-income residents. No one is turned away for inability to pay fees. In 2017, 514 Johnson County residents are anticipated to be served through the Dual Diagnosis program and its MAT component.

KidsTLC

Request: \$45,657

Recommendation: \$45,657

KidsTLC is licensed by the State of Kansas as a Psychiatric Residential Treatment Facility (PRTF). The DAC recommends that KidsTLC be awarded \$45,657 to support substance abuse screening/assessment, evaluation, prevention/education, and clinical treatment for youth ages 12-18 who reside within the agency's PRTF. Clinical treatment is provided to youth who are dually diagnosed with substance use disorder and mental health issues. The evidence-based *Seeking Safety* curriculum is utilized in treatment. Biofeedback and Eye Movement Desensitization and Reprocessing (EMDR) are also used when appropriate to enhance treatment. Relapse prevention sessions are provided to PRTF residents who are in recovery or were recently in treatment. Prevention education, which utilizes the evidence based program *Positive Action*, is provided to all youth in the PRTF. During 2017 the agency projects serving 50 Johnson County youth.

KVC Behavioral HealthCare, Inc.

Request: \$125,000

Recommendation: \$0

Funding is not recommended for KVC Behavioral HealthCare's program, KVC Family Substance Abuse Recovery Services, a new program to serve families who have been assessed in referrals or assessments as needing substance abuse services based upon reports from Kansas Department of Children and Families (DCF) or KVC case managers. The DAC appreciates KVC being responsive to substance abuse issues in Johnson County, however, with limited grant funding, established programs with a history of outcome achievement are recommended for ATF support.

Mirror, Inc.

Request: \$176,000

Recommendation: \$176,000

The DAC recommends that Mirror be awarded \$176,000 to support its residential treatment component for clients with co-occurring disorders (co-occurring disorder of substance use disorder and mental illness). Mirror is a statewide organization which provides residential addiction services in three communities, and has provided substance abuse services in Johnson County for 18 years. Located in Shawnee, this program addresses the needs of clients who fall below 200 percent of poverty and cannot access services in a timely manner due to limited state block grant funding. Mirror's 34-bed facility is the only residential program located in Johnson County that serves this population. During 2017, with its ATF grant, Mirror anticipates serving 48 Johnson County residents who have co-occurring disorders.

Preferred Family Healthcare, Inc.

Request: \$102,000

Recommendation: \$102,000

The DAC recommends that Preferred Family Healthcare (PFH) be awarded \$102,000 to support the delivery of outpatient substance abuse treatment services to Johnson County residents with limited or no resources to pay for services (e.g. uninsured, indigent and low income residents). During 2015, 73 percent of the clients served by PFH in Olathe received services on a sliding fee scale (e.g. fees based upon income and family size), and of those 30 percent paid no fees at all. Preferred Family Healthcare is a Johnson County Court approved provider for substance abuse services, and states it will maintain a fee policy that assures no one is turned away due to inability to pay fees. ATF support in 2017 is contingent upon Preferred Family Healthcare maintaining this fee policy. During 2017, Preferred Family Healthcare projects serving 759 Johnson County residents.

**2017 Alcohol Tax Fund
Participating Jurisdictions**

Jurisdictions	Contribution
Johnson County Government	\$121,113
City of Gardner	\$19,200
City of Leawood	\$300,000
City of Lenexa	\$130,000
City of Merriam	\$20,000
City of Mission	\$30,000
City of Olathe	\$210,000
City of Overland Park	\$887,000
City of Prairie Village	\$30,000
City of Shawnee	\$83,000
Total Alcohol Tax Fund	\$1,830,313

The recommended grant awards represent the maximum ATF award for the calendar year and are based upon an estimate from local jurisdictions of local liquor tax revenue. Awards will only be made if jurisdictions receive adequate revenue. Actual dollars disbursed are dependent upon local liquor tax revenue received by participating jurisdictions. Neither United Community Services (UCS) nor the Drug and Alcoholism Council is responsible for a reduction in ATF fund awards payable by participating jurisdictions.

APPENDIX A
DRUG & ALCOHOLISM COUNCIL of JOHNSON COUNTY FUNDING PRIORITIES

ATF Funding Priorities 2017

Numbering of priorities does not indicate one is more important than another.

By legislative mandate, ATF dollars must be used to fund substance abuse prevention, intervention and/or treatment. For the purpose of this application, these services are generally defined as follows:

- Education and Prevention programs are designed to provide information and skill building to prevent problems with, or addiction to, alcohol and/or drugs.
- Intervention programs are designed to interrupt alcohol and/or drug use.
- Substance Abuse Treatment programs are licensed by the State of Kansas to provide substance abuse treatment services, and are designed to assist clients with stopping use of alcohol and drugs and avoiding relapse.

Overall priority is given to:

1. Programs that offer affordable and accessible services to underserved individuals and/or populations at-risk (such as those with low incomes; those involved, or at-risk of involvement, in the child welfare or criminal justice systems).
2. Programs that provide services to meet a current community need (defined through indicator data or Communities That Care survey trends).
3. Programs that address barriers to services such as accessibility, language, culture, and homelessness.
4. Programs that demonstrate an awareness of the role of trauma in prevention and treatment of substance use.
5. Programs that utilize evidence-based programs or promising practices; include quality assurance practices to maintain fidelity; and, use measureable outcome information to improve service delivery.
6. Strategies and services that involve families, parents, guardians, and/or other support systems.

Priority for Education and Prevention Programs include:

1. Strategies that seek to delay onset of first use of substances.
2. Programs that target use of gateway drugs and address new trends in drug use across all age groups.
3. Programs that utilize *Risk and Protective Factors* strategies.

Priority for Treatment and Intervention Programs include:

1. Programs that provide effective treatment strategies for individuals with co-occurring substance use and mental health disorders.
2. Programs that serve targeted populations with early intervention strategies.
3. Programs that collaborate with other organizations, the legal system, and/or community-based recovery services during and after treatment in order to sustain recovery and provide linkage to community supports.

Applications will be evaluated according to these criteria:

- Community Need
 - How the program addresses a clearly-stated community need, or opportunity to address a community need.
 - Does the program coordinate with other community services to maximize the impact of available resources and meet needs of population?
 - How the program benefits local jurisdictions.
 - The purpose of proposed program or services is consistent with ATF funding priorities.
- Responsiveness of Proposed Program Activities: A detailed description of program activities proposed for funding, including a clear exposition of:
 - The targeted population, strategies for reaching the target population, and access to services (e.g. are barriers to activities/services reduced or eliminated). If applying for substance abuse prevention and education programming for youth, how program addresses Communities That Care® (CTC) risk and protective factors of target population.
 - Services/activities that are responsive to needs of population.
 - The evidence base for the effectiveness of the prevention or treatment program or services with the targeted population.
 - The ability to accommodate for cultural differences within the population.
- Measurable Outcomes
 - The program includes clear and measurable outcomes, and includes a plan for related data collection in order to evaluate success in achieving those outcomes. Outcome data reflecting on abstinence, housing, employment, criminal activity, access to and/or retention in services are strongly preferred.
 - The program demonstrates clear linkage between program activities and outcomes.
 - The program provides reasonable evidence of the achievement of previously identified outcome(s).
 - Reasonable levels of service are provided for resources expended.
- Organizational Capacity and Funding
 - The organization is stable (financial position, legal issues, etc.)
 - The program has attracted sufficient community resources from public, private, and volunteer sources, to produce proposed outcomes.
 - The program budget is realistic and reasonable in light of the proposed activities.
 - The application demonstrates that ATF funding is critical to achieving the stated outcomes.
 - The application and program comply with grant conditions.
- Qualifications, Licensing and Accreditation
 - If applicable, the agency is licensed/accredited.
 - Employees are qualified to provide services (accredited/licensed, if applicable)

APPENDIX B

2016 DRUG and ALCOHOLISM COUNCIL of JOHNSON COUNTY

*Marcy Knight, Chair, Attorney, City of Shawnee Representative**

*Ryan Erker, Vice-Chair, Erker Law **

*Jennifer Granger, Secretary, Science Applications International Corporation (SAIC) - US
Department of Agriculture Risk Management Agency**

*Wendy Biggs, M.D., University of Kansas Medical Center, Grant Review Sub-committee Chair **

*Nikki Green, Shawnee Mission Medical Center, Grant Review Sub-committee Chair **

*Judge Cindi Cornwell, Overland Park Municipal Court, City of Overland Park Representative,
Grant Review Sub-committee Co-Chair **

*Annette Maassen-Spates, Johnson County Community College, Grant Review Sub-committee
Co-Chair **

*Major David Brown, Lenexa Police Department, City of Lenexa Representative**

*Captain Troy Duvanel, Merriam Police Department, City of Merriam Representative**

Detective Brett Hays, Gardner Police Department, City of Gardner Representative

*Jessica Hembree, Health Care Foundation of Greater Kansas City**

*Roxann Kerr Lindsey, CBIZ**

Robert Kordalski, Jr., De Soto School District ♦

*Cathy Lawless, Community Volunteer, City of Leawood Representative**

Mollie McNally, Blue Valley School District ♦

*Captain Rick Newson, Johnson County Sheriff's Office **

*Marie Ramirez, Blue Cross Blue Shield of Kansas City, City of Prairie Village Representative **

*Kevin Schutte, Pastor, Pathway Community Church, Johnson County Board of County
Commissioners Representative**

Robert Sullivan, Johnson County Manager's Office ♦

*Marci Trotta, Psychotherapist, Private Practice**

*Jill Vincente, City of Olathe Prosecutor's Office, City of Olathe Representative**

* Denotes 2017 ATF Grant Review Committee member

♦ Denotes Non-Voting Ex-Officio member

Staff Support:
Marya Schott, UCS Community Initiatives Director

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval of an ordinance granting Mobilitie, LLC. a franchise to construct, operate and maintain a telecommunications system in City of Merriam, Kansas.

Department: Administration

Background/Description of Item: The proposed ordinance will grant Mobilitie, LLC. a franchise to construct, operate and maintain a telecommunication system in the City of Merriam.

Mobilitie will not be providing any type of video programming services or direct wireless connectivity to end users. They provide infrastructure for wireless service providers and lease the use of their facilities to those wireless service providers and users of wireless connectivity.

Mobilitie will be required to obtain Right-of-Way permits in accordance with Merriam Municipal Code prior to any installation of their network and the ordinance requires Mobilitie to remit to the city a 5% franchise fee on all gross receipts.

State law requires that franchises be considered on a competitively neutral and nondiscriminatory basis. The City can only deny a request for a franchise after reasonable notice and opportunity to be heard, and then only if the Governing Body reasonably determines denial is necessary to protect the public health and safety.

Below is a short bio of Mobilitie from their company website:

Connectivity is a vital component of daily life, and works with venues and wireless carriers to ensure their customers are better connected.

As a global provider of complete wireless solutions, we design, build and operate networks and infrastructure to deliver optimal coverage in the most demanding and challenging of environments. From high-rise office buildings and hospitality venues to the largest sports and entertainment venues and more, we engineer robust wireless solutions that not only deliver the coverage needed today but also anticipate the needs of tomorrow.

Our complete wireless infrastructure solutions include funding, designing, building, operating and maintaining neutral host outdoor and indoor DAS (Distributed Antenna Systems) networks, Small Cells, Wi-Fi networks and communication towers.

Mobilitie is based out of Newport Beach, CA and has several locations across the United States and Internationally.

The City Attorney has drafted the proposed ordinance. Mobilitie has indicated that a company representative will be at the City Council meeting.

Recommendation: Staff recommends first reading of a franchise ordinance for Mobilitie.

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO MOBILITIE, LLC A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM AS A COMPETITIVE INFRASTRUCTURE PROVIDER IN THE CITY OF MERRIAM, KANSAS AND PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE.

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

SECTION 1. DEFINITIONS.

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

- a. "City" - means the City of Merriam, Kansas.
- b. "Competitive Infrastructure Provider" means an entity that leases, sells or otherwise conveys Facilities located in the Public Right-of-Way, or the capacity or bandwidth of such Facilities for use in the provision of Telecommunications services, Internet services or other intrastate and interstate traffic, but does not itself provide services directly to end users within the corporate limits of the City.
- c. "Contract franchise" - means this Ordinance granting the right, privilege and franchise to Grantee to provide Telecommunications services within the City.
- d. "Facilities" - means the Grantee's cables, wires, lines, towers, wave guides, optic fiber, antennae, receivers and any associated converters, or other equipment, comprising the Grantee's System located within the Public Rights-of-Way, designed and constructed for the purpose of producing, receiving, amplifying or distributing Telecommunications service as a Competitive infrastructure provider to or from locations within the City.
- e. "Grantee" - means Mobilitie, LLC, a Nevada Limited Liability Company authorized to do business in Kansas, a Competitive Infrastructure Provider providing Telecommunications service and capacity via a distributed antennae system within the City. References to Grantee shall also include as appropriate any and all successors and assigns.
- f. "Gross Revenue" means and includes any and all income and other consideration of whatever nature in any manner gained or derived by Grantee or its affiliates from or in connection with the provision of competitive infrastructure and Telecommunications service through Grantee's Facilities, either directly by Grantee or indirectly through its affiliates, to customers of such Telecommunications services within the City, including any imputed revenue derived from commercial trades and barter equivalent to the full retail value of goods and services provided by Grantee. Gross Revenue shall not include: (a) sales, ad valorem, or other types of "add-on" taxes, levies, or fees calculated by gross receipts or gross revenues which might have to be paid to or

collected for federal, state, or local government (b) non-collectable amounts due Grantee or its affiliates; (c) refunds or rebates; and (d) non- operating revenues such as interest income or gain from the sale of an asset.

g. “Public right-of-way” - means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts. The term does not include infrastructure located within the Public Rights of Way owned by the City or other third-parties, such as poles, ducts or conduits.

h. “Telecommunications service” - means providing the means of transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

SECTION 2. GRANT OF CONTRACT FRANCHISE.

a. There is hereby granted to Grantee this nonexclusive Contract franchise to construct, maintain, extend and operate its Facilities along, across, upon or under any Public right-of-way for the purpose of supplying competitive infrastructure including Telecommunication services within the corporate boundaries of the City, for the term of this Contract franchise, subject to the terms and conditions of this Contract franchise.

b. The grant of this Contract franchise by the City shall not convey title, equitable or legal, in the Public right-of-way, and shall give only the right to occupy the Public right-of-way, for the purposes and for the period stated in this Contract franchise. This Contract franchise does not:

(1) Grant the right to use Facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;

(2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public right-of-way, specifically including, but not limited to, parkland property, City Hall property or public works facility property; or

(3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its Facilities on the Facilities owned or controlled by the City or a third- party.

c. As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission (FCC) or the Kansas Corporation Commission (KCC). Grantee shall also comply with all applicable laws, statutes and/or City regulations (including, but not limited to those relating to the construction and use of the Public right-of- way or other public or private property). Should Grantee desire to install and locate its Facilities on any City-owned

structures in the Public right-of-way (including, but not limited to, utility poles, storm sirens, street lights, and/or traffic signals), Grantee and City shall enter into a license agreement setting forth the reasonable terms and conditions for such installation.

d. Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this Contract franchise, and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In particular, this Contract franchise does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Grantee agrees that this franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.

e. This authority to occupy the Public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.

a. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Contract franchise, Grantee shall have the right to construct, maintain and operate its Facilities along, across, upon and under the Public right-of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.

b. Grantee's use of the Public Right-of-Way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City, including without limitation, Chapter 59, Article III of the Code of Ordinances, City of Merriam, Kansas (Merriam Code) regarding the use of the City's Right-of-Way, and all applicable policies relating to the use thereof. The City may exercise its home rule powers in its administration and regulation related to the management of the Public Right-of-Way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Public Right-of-Way.

c. Grantee shall participate in the Kansas One Call utility location program.

d. City shall require Grantee to repair all damage to a Public Right-of-Way caused by the activities of Grantee, or of any agent, affiliate, employee, or subcontractor of Grantee, while occupying, installing, repairing or maintaining Facilities in a Public Right-of-Way and to return the Right-of-Way, to its functional equivalence before the damage pursuant to the reasonable requirements and specifications of the City. If Grantee fails to make the repairs required by the City, the City may effect those repairs and charge Grantee the cost of those repairs. If the City incurs damages as a result of a violation of this subsection, then the City shall have a cause of action against Grantee for violation of this subsection and may recover its damages, including reasonable attorney fees, if Grantee is found liable by a court of competent

jurisdiction.

All Facilities of Grantee shall be installed and maintained in accordance with all applicable federal, State and local laws, rules, and regulations, including, but not limited to, the City's applicable permit application and construction requirements for attachments to City Facilities, the City's adopted building and electrical codes, and the Merriam Code, City regulations and policies, including, but not limited to those relating to the construction and use of the Public Right-of-Way or other public property or private property, (collectively, the "Codes"). Grantee shall, at its own expense, make and maintain its Facilities in safe condition and good repair, in accordance with all Codes and Grantee shall replace, remove, reinforce or repair any defective Facilities.

When the City reasonably believes there is an Emergency or that the Facilities of Grantee present an immediate threat to the safety of any person, interfere with the performance of the City's service obligations or pose an immediate threat to the physical integrity of City Facilities, the City may perform such work and/or take such action as it deems necessary without first giving written notice to Grantee. As soon as practicable thereafter, the City will advise Grantee of the work performed or the action taken. Grantee shall be responsible for all actual and reasonable costs incurred by the City in taking action pursuant to this Paragraph, and shall indemnify the City from liability for all such work except to the extent of the City's gross negligence or willful misconduct in connection with such liability. An "Emergency" is a condition that in the discretion of City (i) poses an immediate threat to the safety of any person or the public; (ii) materially and adversely interferes with the performance of City's service obligations; or (iii) poses an immediate threat to the integrity of City's equipment or property.

e. If requested by the City, in order to accomplish construction and maintenance activities directly related to improvements for the health, safety and welfare of the public, Grantee promptly shall remove its Facilities from the Public Right-of-Way or shall relocate or adjust its Facilities within the Public Right-of-Way at no cost to the City, providing such request binds all users of such Public Right-of-Way. Such relocation or adjustment shall be completed as soon as reasonably possible within the time set forth in any written request by the City for such relocation or adjustment, providing that the City shall use its best efforts to provide Grantee with a minimum of one hundred eighty (180) days advance notice to comply with any such relocation or adjustment. Any damages suffered by the City or its contractors as a result of Grantee's failure to timely relocate or adjust its Facilities shall be borne by Grantee. Grantee shall designate one (1) person within its organization by his/her employment position to whom relocation notices shall be sent and with whom rests the responsibility to facilitate all necessary communications within Grantee's various areas.

Where a project referenced in the preceding paragraph is primarily for private benefit (provided, however, that projects that are a part of a City-created tax increment financing or transportation development district are not considered primarily for private benefit), the City shall require, as a condition of its approval of any request for alteration of the Public Right-of-Way from any private party or parties, that such private party or parties shall reimburse Grantee for the cost of relocation. Grantee understands however that the City has no obligation to collect such reimbursement.

SECTION 4. COMPENSATION TO THE CITY.

In consideration of this Contract franchise, Grantee agrees to remit to the City an annual franchise fee of 5% of Gross Revenues. To determine the franchise fee, Grantee shall calculate its Gross Revenues and multiply such amount by 5%.

a. Grantee shall pay on a quarterly basis without requirement for invoice or reminder from the City, and within 45 days of the last day of the quarter for which the payment applies franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.

b. Upon written request by the City, but no more than once per quarter, Grantee shall submit to the City a statement, executed by an authorized officer of Grantee or his or her designee, showing the amount of Gross Revenues for the period covered by the payment, and the manner in which the franchise fee was calculated.

c. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City.

d. The City shall have the right to examine, upon written notice to Grantee no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Grantee.

e. Unless previously paid, within sixty (60) days of the effective date of this Contract franchise, Grantee shall pay to the City a one-time application fee of \$3,200.00. The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Contract franchise.

f. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001 and 17-1902, and amendments thereto. The franchise fee is compensation for use of the Public right-of-way and shall in no way be deemed a tax of any kind.

SECTION 5. INDEMNITY AND HOLD HARMLESS.

It shall be the responsibility of Grantee to take adequate measures to protect and defend its Facilities in the Public right-of-way from harm or damage. If Grantee fails to accurately or timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by their gross negligence or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Grantee's Facilities.

Grantee shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the degree that it is found by a court of competent jurisdiction to be caused by the negligence, gross negligence, or wrongful act of Grantee, any agent, officer, director, representative, employee, affiliate or subcontractor of Grantee, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public right-of-way.

The indemnity provided by this subsection does not apply to any liability resulting from the gross negligence or willful misconduct of the City, its officers, employees, contractors or subcontractors. If Grantee and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This section is solely for the benefit of the City and Grantee and does not create or grant any rights, contractual or otherwise, to any other person or entity.

Grantee or City shall promptly advise the other in writing of any known claim or demand against Grantee or the City related to or arising out of Grantee's activities in the Public right-of-way.

SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND.

a. During the term of this Contract franchise, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the State of Kansas. Should Grantee elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Grantee shall provide not less than the following insurance:

(1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.

(2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The Grantee may meet the policy limit requirements above in combination with commercial general liability policies and umbrella liability policies. The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this Contract franchise.

b. As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and as such Grantee has the ability to provide coverage in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate, to protect the City from and against all claims by any person whatsoever

for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused or occurred.

c. Grantee shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without first giving the City thirty (30) days prior written notice. Grantee shall make available to the City on request the policy declarations page and a certified copy of the policy in effect, so that limitations and exclusions can be evaluated for appropriateness of overall coverage.

d. Grantee shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond in the amount of \$50,000, payable to the City to ensure the appropriate and timely performance in the construction and maintenance of Facilities located in the Public right-of-way. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the City Attorney in form and substance.

SECTION 7. REVOCATION AND TERMINATION.

In case of failure on the part of Grantee to comply with any of the provisions of this Contract franchise, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract franchise, Grantee shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate and become null and void, and this Contract franchise shall be deemed revoked or terminated, provided that said revocation or termination, shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Contract franchise, it shall first serve a written notice upon Grantee, setting forth in detail the neglect or failure complained of, and Grantee shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Contract franchise. If at the end of such sixty (60) day period the City deems that the conditions have not been complied with, the City shall take action to revoke and terminate this Contract franchise by an affirmative vote of the City Council present at the meeting and voting, setting out the grounds upon which this Contract franchise is to be revoked and terminated; provided, to afford Grantee due process, Grantee shall first be provided reasonable notice of the date, time and location of the City Council's consideration, and shall have the right to address the City Council regarding such matter. Nothing herein shall prevent the City from invoking any other remedy that may otherwise exist at law. Upon any determination by the City Council to revoke and terminate this Contract franchise, Grantee shall have thirty (30) days to appeal such decision to the District Court of Johnson County, Kansas. This Contract franchise shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Grantee has instituted such an appeal. If Grantee does timely

institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of Grantee to comply with any of the provisions of this Contract franchise or the doing or causing to be done by Grantee of anything prohibited by or in violation of the terms of this Contract franchise shall not be a ground for the revocation or termination thereof when such act or omission on the part of Grantee is due to any cause or delay beyond the control of Grantee or to bona fide legal proceedings.

SECTION 8. RESERVATION OF RIGHTS.

a. The City specifically reserves its right and authority as a customer of Grantee and as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Grantee's rates and services to ensure the rendering of efficient Telecommunications service and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.

b. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its Home Rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

c. In granting its consent hereunder, Grantee does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

d. In entering into this Contract franchise, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Contract franchise, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances (e.g. the City's right-of-way ordinance referenced in Section 3b of this Contract franchise) and/or rulings.

SECTION 9. FAILURE TO ENFORCE.

The failure of either the City or the Grantee to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Contract franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Grantee unless said waiver or relinquishment is in writing and signed by both the City and the Grantee.

SECTION 10. TERM AND TERMINATION DATE.

a. This Contract franchise shall be effective for a term beginning on the effective date of this Contract franchise and ending ten (10) years after the effective date. Thereafter, this Contract

franchise will automatically renew for two (2) additional one (1) year terms, unless either party notifies the other party of its intent to terminate the Contract franchise at least one hundred and eighty (180) days before the termination of the then current year. The additional terms shall be deemed a continuation of this Contract franchise and not as a new franchise or amendment.

b. Upon written request of either the City or Grantee, this Contract franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Contract franchise granted to Grantee or the compensation to be received by the City hereunder.

c. Amendments under this Section, if any, shall be made by contract franchise ordinance as prescribed by statute. This Contract franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.

d. In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this Contract franchise upon the termination date of this Contract franchise, the parties by written mutual agreement may extend the termination date of this Contract franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract franchise and not as a new contract franchise ordinance or amendment.

SECTION 11. POINT OF CONTACT AND NOTICES

Grantee shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Grantee in the event of an emergency. Grantee shall provide the City with said local contact's name, address, telephone number, fax number and e-mail address. Emergency notice by Grantee to the City may be made by telephone to the City Clerk or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail, return receipt requested, or by facsimile. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. Any notice given by facsimile is deemed received by the next business day. "Business day" for purposes of this section shall mean Monday through Friday, City and/or Grantee observed holidays excepted.

The City:

Grantee:

City of Merriam
9001 W. 62nd Street
Merriam, Kansas 66202
Attn: City Clerk

or to replacement addresses that may be later designated in writing.

SECTION 12. TRANSFER AND ASSIGNMENT.

This Contract franchise is granted solely to the Grantee and shall not be transferred or assigned

without the prior written approval of the City; provided that such transfer or assignment may occur without written consent of the City to a wholly owned parent or subsidiary, or between wholly owned subsidiaries, or to an entity with which Grantee is under common ownership or control, upon written notice to the City. In the event of any transfer or assignment of either this Contract franchise or Grantee's business or assets, Grantee shall: timely notify the City of the successor entity; provide a point of contact for the successor entity; and advise the City of the effective date of the transfer or assignment. Additionally, Grantee's obligations under this Contract franchise with regard to indemnity, bonding and insurance shall continue until the transferee or assignee has taken the appropriate measures necessary to assume and replace the same, the intent being that there shall be no lapse in any coverage as a result of the transfer or assignment.

SECTION 13. CONFIDENTIALITY.

Information provided to the City under this Contract franchise shall be governed by confidentiality procedures in compliance with K.S.A. 45-215 and 66-1220a, et seq., and amendments thereto. Grantee agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorney's fees, arising from the actions of Grantee, or of the City, at the written request of Grantee, in seeking to safeguard the confidentiality of information provided by Grantee to the City under this Contract franchise.

SECTION 14. ACCEPTANCE OF TERMS.

Grantee shall have sixty (60) days after the final passage and approval of this Contract franchise to file with the City Clerk its acceptance in writing of the provisions, terms and conditions of this Contract franchise, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so accepted, this Contract franchise and acceptance shall constitute a contract between the City and Grantee subject to the provisions of the laws of the state of Kansas, and such contract shall be deemed effective on the date Grantee files acceptance with the City or publication of this Contract franchise in accordance with Statute (the "Effective Date").

SECTION 15. PAYMENT OF PUBLICATION COSTS.

In accordance with Kansas Statute, Grantee shall be responsible for payment of all costs and expense of publishing this Contract franchise, and any amendments thereof.

SECTION 16. SEVERABILITY.

If any clause, sentence, or section of this Contract franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Grantee may elect to declare the entire Contract franchise invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the Contract franchise.

SECTION 17. FORCE MAJEURE.

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots,

floods, war and other disasters beyond Grantee's or the City's control.

SECTION 18. PUBLICATION

The City Clerk is hereby directed to publish this Ordinance once in the official city newspaper.

PASSED by the Governing Body of the City of Merriam this _day of _____, _____.

APPROVED by the Mayor this ___day of _____, 20__.

Ken Sissom, Mayor

ATTEST:

APPROVED AS TO FORM:

Juliana Pinnick, City Clerk

City Attorney

MEMO:

To: City Council

From: Juli Pinnick, City Clerk

Date: 11/10/2016

Re: 2017 Fee Schedule

The 2017 Fee Schedule reflects the following changes:

Occupational Licenses: As you may recall, significant changes were made to the Occupational License fees for 2017 back in June prior to the implementation of CitizenServe software. The changes reflect a more equitable fee structure as well Occupational Licensing fees had not been increased since 2005. A copy of those fee changes are included.

Record Copies: The Record Copies increased from \$.10 per page to \$.25 per page.

Police Department: Removed Car seat installation fee of \$35.00. The Police Department will no longer charge for this service.

Community Development: A Floodplain Development Permit fee of \$100.00 was added.

Parks and Recreation: Fees were discussed with the Park Board and the following reflects the discussion and recommended changes for Parks and Recreation fees:

Room rentals: A formula was created that calculates the percentage of each room compared to the square footage of the entire facility. This percentage is then used to calculate energy use for the space. Additional factors used in determining the cost associated with renting the space include staff time for set-up, clean up as well as a portion of the salary of a facility supervisor on duty. Because of these factors, occasionally rates need to be adjusted to continue to cover these costs.

In addition, staff realized that parties utilizing the **package rates** were charged the same amount no matter when the hours were booked. For individual rooms booked after hours, there is a premium fee charged due to additional staff scheduling that is required for after-hours events. This had not been considered when initial pricing of the **package rates** we set. Staff is recommending adding package rates for after hours following the same formula for the regular package rate discount.

Merriam Marketplace rentals: Staff utilizes a similar formula for fees incorporating utilities and staff time. Although staff is not present during these rentals, a staff member is required to open and close restrooms and clean the space after an event. The increase represents the increase in these commodities.

A **new fee** is being recommended to the **Farmers' Market** section. This is a "package" fee in an attempt to entice more vendors to participate in the **Wednesday Market**. If a vendor purchases a full Saturday season stall (\$360), the Wednesday season stall is half price (\$50). To simplify the chart, the fee is listed at \$410.00.

Pool fees: Adult, Youth and Senior fees have been adjusted slightly for both residents and non-residents. In addition, the non-resident family pass has been increased. Staff completed a comparison to surrounding municipalities pool fees, even after the increase, the Merriam Aquatic Center remains a great value for members.

Pool Rental fees: These fees have not been evaluated in several years. Staff applied a similar formula as used at the Community Center for rental fees in order to determine the recommended fee. The six cities representing the SuperPass program have also recommended and approved an increase for resident and non-resident households. That fee is included in the chart for reference.

OCCUPATIONAL LICENSES

	2016 Fees	2017 Fees Approved June 2016
1 Auctioneers Code sec. 14-205	180.00/year or 60.00/day	190.00/70.00
2 Automobile Dealers KSA 52-4210		
Less than 20 vehicle sales per year	85.00	90.00
20 – 100 vehicle sales per year	350.00	400.00
More than 100 vehicle sales per year	600.00	650.00
3 Automotive Repair	85.00	90.00
4 Automobile wrecker	250.00	275.00
5 Building contractors, plumbers, electricians, etc.	85.00	90.00
55 Out-of-town contractors		
6 Home Occupations 5-301 Zoning Code	40.00	50.00
7 Landlords Code Sec. 14-206		
Non-apartment rentals – fee charged per unit	85.00	90.00
Apartments (based upon sq. ft. of living space)	.0095/sq. ft. (55.00 min.)	.01
8 Manufacturers, research labs, printers, wholesalers, funeral homes, car washes, offices, lumber yards, and businesses not otherwise specified.		
Based upon Total Square Footage (Building Footprints)		
Less than 5,000 sq. ft.	85.00	SEE NEXT
5,000 - 9,999 sq. ft.	200.00	PAGE
10,000 – 49,999 sq. ft.	.018 per sq. ft. (200.00 minimum)	
50,000 – 100,000 sq. ft.	.012 per sq. ft. (900.00 minimum)	
More than 100,000 sq. ft.	.008 per sq. ft. (minimum 1200.00)	
9 Motels, Hotels, Nursing and Convalescent Homes	85.00 + 5.00 per rental room	90.00
10 Retail Stores, restaurants, service stations, and convenience stores. Code Sec. 14-205		
Based upon Total Square Footage (Building Footprints)		
Less than 5,000 sq. ft.	85.00	SEE NEXT
5,000 – 10,000 sq. ft.	200.00	PAGE
More than 10,000 sq. ft.	.038/sq. ft.	
11 Storage Business/Facilities	85.00 + 1.00 per unit	90.00
12 Trailer Courts/RV Parks	85.00 + 5.00 per rental space	90.00
13 Transient Merchants Code Sec. 14-84	10.00 per card for 30 days 100.00 bond per card	20.00 120.00
15 Massage Therapy Licenses – any person who conducts massage in the City of Merriam must meet the qualifications as described in Chapter 15 of the Merriam Municipal Code and obtain a Massage Therapist License. Code Ch. 14 Article IV		
Massage Therapy Establishment License	85.00	90.00
Massage Therapist License	75.00	80.00
Massage Therapist renewal License	50.00	55.00
Background Check/Finger printing Fee (all new Massage Establishment and Therapist Licenses and for 4th year renewals)	35.00	35.00
Home Occupation Permit for Massage Therapy- Must also obtain Massage Therapist License	40.00	50.00
99 Educational, charitable, literary, fraternal, or religious not-for-profit Code Sec. 14-26	No fee	
Late charge on occupational licenses after January 15th	1/12 of original fee per month	

Proposed

8. Manufacturers, research labs, printers, wholesalers, funeral homes, car washes, offices, lumber yards, and businesses not otherwise specified.	
Based on Total Square Footage (Building Footprints)	
Less than 5,000 sq. ft.	100.00
5,000 - 9,999 sq. ft.	200.00
10,000 – 49,999 sq. ft.	400.00
50,000 – 99,999 sq. ft.	700.00
100,000 – 199,999 sq. ft.	1,100.00
200,000 and up	1,600.00

10. Retail Stores, restaurants, service stations, and convenience stores. Code Sec. 14-205.	
Based on Total Square Footage (Building Footprints)	
Less than 5,000 sq. ft.	100.00
5,000 - 9,999 sq. ft.	200.00
10,000 – 49,999 sq. ft.	400.00
50,000 – 99,999 sq. ft.	800.00
100,000 – 199,999 sq. ft.	1,600.00
200,000 and up	3,600.00

CITY OF MERRIAM, KANSAS

SCHEDULE OF FEES

JANUARY, 2016-2017

CITY CLERK'S OFFICE

BOUND REPORTS AND OTHER PUBLICATIONS

Budget	No Charge to residents	25.00
Annual Financial Report	No Charge to residents	10.00
Municipal Code (Hard Copy)		85.00
Municipal Code (CD)		10.00
Zoning Maps (Colored)	Small	5.00
	Medium	10.00
	Large	30.00

DISPOSAL APPLICATION FEE Code Sec. 23-39

Disposal License Renewal	30.00
7% of gross receipts shall be paid monthly to the City to cover costs of enforcement and administration. A late charge of 1.5% per month will be charged on fees not paid by the 15 th day of each month.	

FRANCHISE APPLICATION FEES Code Sec. 71-26

Telecommunication franchise application	3,200.00
Telecommunication franchise renewal	1,000.00
Cable franchise application	3,200.00
Cable franchise renewal	1,000.00

LICENSE FEES

CMB Licenses	-Consumption on premises Code Sec. 5-38	200.00
(Fees Set by State)	-Non Consumption on premises	50.00
	State Stamp Fee-applies to all CMB permit	25.00

Drinking Establishment Code Sec. 3.52	Fee Set By State-Biennial license fee	500.00
Liquor Store Code Sec.3-42	Fee Set By State Biennial license fee	600.00
Private club Code Sec. 3-62	Fee Set By State Biennial license fee	600.00
Caterer Code Sec. 3-72	Biennial license fee	500.00
Temporary Liquor or CMB	Code Sec. 5-218	25.00
Change of location (CMB)	Code Sec. 5-46	50.00

Pet Licenses Code Sec. 8-185		
Spayed/Neutered	Multi year fees require proof of multi-year rabies vaccination	1-year 10.00, 2-year 16.00, 3-year 24.00
Not Spayed/Neutered	Multi year fees require proof of multi-year rabies vaccination	1-year 30.00, 2-year 48.00, 3-year 72.00
Late charge on Pet Licenses after January 15 th Code Sec. 8-185(g)		2.00 per month
Replacement Tag Code Sec. 8-187 (b)		2.00
Dangerous Dog Registration Code Sec 8-255		50.00

OCCUPATIONAL LICENSES

1	Auctioneers Code sec. 14-205	190.00/year or 70.00/day
2	Automobile Dealers KSA 52-4210	
	Less than 20 vehicle sales per year	90.00
	20 – 100 vehicle sales per year	400.00
	More than 100 vehicle sales per year	650.00
3	Automotive Repair	90.00
4	Automobile wrecker	275.00
5	Building contractors, plumbers, electricians, etc.	90.00
55	Out-of-town contractors	
6	Home Occupations 5-301 Zoning Code	50.00
7	Landlords Code Sec. 14-206	
	Rental Single Family Homes and Duplexes	90.00
	Rental Single Family Homes and each Duplex unit	
	Apartments (based upon sq. ft. of living space)	.01/sq. ft.
8	Manufacturers, research labs, printers, wholesalers, funeral homes, car washes, offices, lumber yards, and businesses not otherwise specified.	
	Based upon Total Square Footage (Building Footprints)	
	Less than 5,000 sq. ft.	100.00
	5,000 - 9,999 sq. ft.	200.00
	10,000 – 49,999 sq. ft.	400.00
	50,000 – 99,999 sq. ft.	700.00
	100,000-199,999 sq. ft.	1,100.00
	200,000 and up	1,600.00
9	Motels, Hotels, Nursing and Convalescent Homes	90.00 + 5.00 per rental room
10	Retail Stores, restaurants, service stations, and convenience stores. Code Sec. 14-205	
	Based upon Total Square Footage (Building Footprints)	
	Less than 5,000 sq. ft.	100.00
	5,000 – 9,999 sq. ft.	200.00
	10,000-49,999 sq. ft.	400.00
	50,000-99,999 sq. ft	800.00
	100,000-199,999 sq.ft.	1,600.00
	200,000 and up	3,600.00
11	Storage Business/Facilities	90.00 + 1.00 per unit
12	Trailer Courts/RV Parks	90.00 + 5.00 per rental space
13	Transient Merchants Code Sec. 14-84	10.00 per card for 30 days 100.00 bond per card
15	Massage Therapy Licenses – any person who conducts massage in the City of Merriam must meet the qualifications as described in Chapter 15 of the Merriam Municipal Code and obtain a Massage Therapist License. Code Ch. 14 Article IV	
	Massage Therapy Establishment License	90.00
	Massage Therapist License	80.00
	Massage Therapist renewal License	55.00
	Background Check/Finger printing Fee (all new Massage Establishment and Therapist Licenses and for 4th year renewals)	35.00
	Home Occupation Permit for Massage Therapy- Must also obtain Massage Therapist License	50.00
99	Educational, charitable, literary, fraternal, or religious not-for-profit Code Sec. 14-26	No fee
	Late charge on occupational licenses after January 15th	1/12 of original fee per month

Prorated Fee (Beginning July 1st) Code Sec. 14-32	½ original fee
Delivery Services (w/out an office in Merriam) and Attorneys (per state statute)	Exempt

PERMITS

House Moving Permits Code Sec. 59-178	750.00
Parade Permit- Parades requiring Police assistance may be required to hire security.	15.00

OTHER FEES

Copies (items readily available) Code Sec. 2-160	10.25 /page
Copies (all other items)	10.25 /page + staff cost
Copies from Microfilm	Direct staff service costs
Copies to CD	\$5.00/CD
Inspection Fee Code Sec. 2-160	\$25.00 per hour Minimum charge \$10.00
Research Fee	\$25.00 per hour
Large Format Copies	.75 per sq. foot
Returned Check Fee	30.00

MEETING ROOM RENTAL FEES

Merriam Historic Plaza & Visitor Bureau- 6304 E. Frontage Rd.	
Room Rate per hour	\$40.00/ \$60.00 after hours*
Merriam Hotel Rate **in conjunction with five or more room nights at any Merriam hotel property	\$30.00/ \$50.00 after hours*
Merriam City Hall Community Room-9001 W. 62nd St.	
Room Rate per hour	\$40.00/\$60.00 after hours*
Resident (must provide proof of Merriam residency) Room Rate per hour	\$30.00/ \$50.00 after hours*
*After regular operating hours (regular operating hours are M-F 8:00 am-4:30 pm (excluding Official City Holidays)	

CITY OF MERRIAM, KANSAS

SCHEDULE OF FEES

JANUARY, 20~~17~~¹⁶

COMMUNITY DEVELOPMENT

INSPECTION AND PLAN REVIEW FEES
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Inspections outside of normal business hours (minimum charge – two hours)	47.00 per hour*
Reinspection fees assessed under provisions of Section 305 (g)	47.00 per hour*
Inspections for which no fee is specifically included (minimum charge – ½ hour)	47.00 per hour*
Internal plan review fees for multi-family, office, commercial, and industrial projects	35% of the anticipated Building Permit Fee
For use of outside consultants for plan checking and inspections, or both	Actual Costs**
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – ½ hour)	47.00 per hour* or Actual Costs**

*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

**Actual costs include administrative and overhead costs of 25%.

PERMITS/LICENSES Code Sec. 5-18
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Building Permits – Based upon 1997 UBC & UAC

Total Valuation	Fee
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000.00	\$23.50 for the first \$500 plus \$3.05 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,001.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.95 for the first \$25,001.00 plus \$10.10 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,001 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,001.00 plus \$5.60 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001 to \$1,000,000.00	\$3,233.75 for the first \$500,001.00 plus \$4.75 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5608.75 for the first \$1,000,001.00 plus \$3.65 for each additional \$1,000.00 or fraction thereof.
Permit renewal	50% of the original permit fee
Sign Permits Code Sec. 5-97	25.00 + 5% of the total valuation of each such sign

Temporary Sign Permit	\$25.00
Driveway Replacement Code Sec. 2-117	\$40.00
Fence Permit Code Sec. 2-117	
Residential	\$30.00
Commercial	\$50.00
<u>Floodplain Development Permit</u>	<u>\$100.00</u>

Refunds: The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued. The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review has been paid is withdrawn or canceled before any plan reviewing is done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

Penalties: Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fees.

DETENTION WAIVER ALTERNATIVE MITIGATION REQUIREMENTS Council Policy No. 128

Per each Equivalent Dwelling Unit	900.00
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WEEDS/ NUISANCES Code Sec. 41-138

-Machine mowing	Actual Cost
-Hand mowing and trim work	Actual Cost
-Clean Up	Actual Cost
-Administrative Fee (See Chapter 41, Section 41-140)	First abatement action \$50.00
	Second abatement action \$75.00
Third and all subsequent abatement action (per calendar year)	\$100.00

ZONING FEES (For all zoning fees, please refer to Zoning Regulations and Subdivision Regulations)

Site Development Plans	.5 acre or less \$75.00 Greater than .5 acre \$150.00
Preliminary/ Final Plats Subdivision Regulations 2-11	\$50.00 plus \$5.00 per lot for 10 or less lots \$4.00 per lot for 11 to 50 lots \$3.00 per lot for 51 to 150 lots \$2.00 per lot for 151 lots or more Minimum total fee shall be \$55.00
Lot Split code Sec. 2-117	\$75.00
Rezoning (plans not required)	\$150.00
Rezoning (plans required)	\$175.00
Special Use Permit (plans not required)	\$150.00
Special Use Permit (plans required)	\$175.00
Conditional Uses	\$125.00
Preliminary Plan (P.U.D.)	\$175.00
Final Plan (P.U.D.)	\$125.00
Preliminary Plan (Planned District)	\$175.00
Final Plan (Planned District) Subdivision Regulations Section 6	.5 acre or less \$75.00 Greater than .5 acre \$125.00
Vacation of ROW or Easement Code Sec. 2-117	\$75.00

Sign Scheme (Only charged when filed separately from the Preliminary or Final Development Plan or for Revisions to Sign Scheme)Code Sec. 2-117	\$75.00
Zoning Verification Code Sec. 2-117	
Zoning Letter	\$25.00
Zoning Verification	\$250.00

BOARD OF ZONING APPEALS

Appeals and Variances Zoning Regulations Chapter 50 Article IV	filing fee \$100.00
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BOARD OF STRUCTURE APPEALS 11-21

Appeals and Variances Zoning Regulations	filing fee \$100.00
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CITY OF MERRIAM, KANSAS

SCHEDULE OF FEES

JANUARY, 20~~17~~¹⁶

FIRE DEPARTMENT

FEES

Fire Reports	No charge
Fire Reports Report with Photo disk	20.00

Fire Inspections — If violations are not corrected within the prescribed time period, a service fee will be assessed per the following chart. Re-inspection return times may vary depending on the severity of the violation.	
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	0-50,000 sq. ft.	51,000-200,000 sq. ft.	200,000 + sq. ft.
If violations are found - 30 days to correct	\$0	\$0	\$0

1st Re-inspection - If violations still exist - 1 week warning, fee assessed	\$100	\$250	\$400
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2nd Re-inspection - If violations still exist - 2nd warning (time determined by inspector), fee assessed	\$200	\$350	\$500
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3rd Re-inspection - If violations still exist – fee assessed, issue notice to appear	\$300	\$450	\$600
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Permits:	
Blasting and Explosives permit –Liability Insurance and bonding required	No Charge
Burning Permits- Valid for 30 days	No charge
Comb/Flam Tanks – Install/Remove	Based on value of work
Fireworks (Commercial)	100.00
Tents A permit is required prior to installation when a tent or air supported structure more than 900 square feet in area or larger or within a minimum of 12' of a structure.	No charge

CITY OF MERRIAM, KANSAS

SCHEDULE OF FEES

JANUARY, 2017+6

MUNICIPAL COURT

MUNICIPAL COURT FINES-Court Fines are set by the Municipal Judge and are not subject to City Council approval. They are included on the Schedule of Fees for convenience.

Persons authorized to accept pleas include Lead Court Clerk, and Court Clerks, Court Costs in the amount of \$45 (effective July 1, 2016) will be assessed at the conclusion of each case and are due at that time (this amount includes statutory costs).

Speeding Fines – Section 033	
Miles Over	Fine
9	90.00
10	95.00
11	100.00
12	105.00
13	110.00
14	115.00
15	120.00
16	125.00
17	130.00
18	135.00
19	140.00
20	145.00
21 or more	Mandatory Court Appearance

OTHER FEES

Fingerprint Fee	25.00
Administrative Stay	30.00
Collection off-set Fee	30% of fines and fees
Motion/Contempt Fee	100.00
Incarceration Fee	35.00 per day
Supervision Fee	30.00
Returned Check Fee	30.00
Fax copies	5.00
Copies	0.10/page
Warrant Processing Fee	50.00
Warrant Arrest Fee	100.00
30-day Letter Fee	10.00

VIOLATIONS

<u>SECTION</u>	<u>VIOLATION DESCRIPTION</u>	<u>FINE</u>
5	Obedience to traffic law	75.00
12	Disobey traffic control device	75.00
13	Violate traffic control signal	75.00
14	Violate pedestrian control signal	75.00
15	Violate flashing traffic signal	75.00
16	Violate lane control signal	75.00
17	Unauthorized sign, signal, marking or device	75.00
32	Basic Speed	75.00
34	Impede normal traffic by slow traffic	75.00
35	Speeding on motor-driven cycle	75.00
38	Driving on left side of roadway	75.00
39	Passing vehicles proceeding in opposite direction	75.00
40	Fail to keep right to pass oncoming vehicle	75.00
41	Improper passing on right	75.00
42	Passing on left with insufficient clearance	75.00
43	Drive on left side where curve, grade, intersection, railroad crossing, or obstructed view	75.00
44	Drive on left in no-passing zone	75.00
45	Drive wrong direction on one-way road	75.00
46	Improper driving on laned highway	75.00
47	Following too closely	75.00
48	Improper crossover on divided highway	75.00
49	Improper turn or approach	75.00
50	Improper U-turn signs	75.00
51	Improper U-turn on signs	75.00
52	Turning on curve or grade	75.00
53	Unsafe starting of stopped vehicle	75.00
54	Unsafe turning or stopping, failure to give proper signal; using turn signal unlawfully	75.00
55	Improper method of giving notice of intention to turn	75.00
56	Improper hand signal	75.00
57	Failure to yield right-of-way at uncontrolled intersection	75.00
58	Failure to yield to approaching vehicle when turning left	75.00
59	Failure to yield at stop or yield sign	75.00
60	Failure to yield from private road or driveway	75.00
61	Failure to yield to emergency vehicles	75.00
62	Failure to yield to pedestrian or vehicles working on roadway	75.00
63	Disobey pedestrian traffic control device	75.00
64	Failure to yield to pedestrian in crosswalk, pedestrian suddenly entering roadway; passing vehicle stopped for pedestrian at crosswalk	75.00
65	Improper pedestrian crossing	75.00
66	Failure to exercise due care in regard to pedestrian	75.00
67	Improper pedestrian movement in crosswalk	75.00
68	Improper use of roadway by pedestrian	75.00
69	Solicit ride or business on roadway	75.00
70	Drive through safety zone	75.00
71	Failure to yield to pedestrian on sidewalk	75.00
72	Failure of pedestrian to yield to emergency vehicle	75.00
73	Failure to yield to blind pedestrian	75.00
75	Pedestrian disobeying bridge or railroad signal	75.00
76	Failure to stop or obey railroad crossing signal	75.00
77	Failure to stop at railroad crossing stop sign	75.00
78	Certain hazardous vehicles failure to stop at RR crossing	75.00
79	Improper moving of heavy equipment or railroad crossing	75.00

80	Vehicle emerging from alley, private roadway or driveway	75.00
81	Improper passing of school bus or use of bus signal	75.00
82	Improper passing of church or daycare bus or use of signal	75.00
83	Improper stopping, standing or parking on roadway	75.00
	Parking fines are not subject to Court Costs	
85	Parking, standing or stopping in prohibited area	50.00
86	Improper parking	50.00
87	Handicapped parking	100.00
88	Parking for certain purposes	50.00
89	Parking where stalls	50.00
90	Parking blocking traffic	50.00
91	Parking on narrow streets	50.00
92	Parking in alley	50.00
93	Parking disabled vehicle	50.00
97	Parking adjacent to schools	50.00
95	Parking in hazardous places	50.00
96	Parking posted "no parking"	50.00
97	Limited time parking	50.00
98	Parking for commercial delivery	50.00
99	Loading zones	75.00
103	Headphones in vehicle	75.00
104	Inattentive Driving	75.00
107	Unattended vehicle	75.00
108	Driving with view or driving mechanism obstructed	50.00
109	Coasting	50.00
110	Following fire apparatus too closely	100.00
111	Driving over fire hose	100.00
112	Putting glass, etc. on highway	100.00
113	Driving into intersection, crosswalk or crossing without sufficient space on other side	75.00
114	Improper operation of snowmobile on highway	75.00
115	Unlawful riding	75.00
116	Driving on sidewalk	75.00
117	Improper backing	75.00
118	Driving through private property to avoid a traffic signal	75.00
120	Driving through procession	75.00
122	Driving through street barriers	75.00
123	Unsafe opening of vehicle door	50.00
124	Riding in house trailer	50.00
128	Riding on bicycles	35.00
129	Not riding on bicycle seat; too many persons on bicycle	35.00
130	Clinging to other vehicle	75.00
131	Improper riding of bicycle on roadway	35.00
132	Carrying articles on bicycles; one hand on handlebars	35.00
133	Improper bicycle lamps, brakes, or reflectors	35.00
134	Same fine as bicycle violations	35.00
136	Use of roller skates	35.00
138	Improper operation of motorcycle; seats; passengers	75.00
139	Improper operation of motorcycle on landed roadway	75.00
140	Motorcycle clinging to other vehicle	75.00
141	Improper motorcycle handlebars or passenger equipment	75.00
142	Motorcycle helmet and eye protection requirements	75.00
143	Equipment offenses – motorcycles	75.00
144	Driving without lights when needed	75.00
146	Defective headlamps	75.00
147	Defective tail lamp	75.00
148	Defective reflector	75.00
149	Improper stop lamp or turn signal	75.00

151	Improper lighting equipment on certain vehicles	75.00
152	Improper lamp color on certain vehicles	75.00
153	Improper mounting of reflectors & lamps on certain vehicles	75.00
154	Improper visibility of reflectors & lamps on certain vehicles	75.00
156	No lamp or flag on projecting load	75.00
157	Improper lamps on parked vehicles	75.00
158	Improper lams & equipment on implements of husbandry	75.00
159	Unlawful use of spot, fog, or auxiliary lamp	75.00
160	Improper lamps or lights on emergency vehicle	75.00
161	Improper stop or turn signal	75.00
162	Improper vehicular hazard warning lamp	75.00
163	Unauthorized additional lighting equipment	75.00
164	Improper multiple-beam lights	75.00
165	Failure to dim headlights	75.00
166	Improper single-beam headlights	75.00
167	Improper speed with alternate lighting	75.00
168	Improper number of driving lamps	75.00
169	Unauthorized lights and signals	75.00
170	Improper school bus lighting equipment & warning device	75.00
171	Unauthorized lights & devices on church or day care bus	75.00
172	Improper lights on highway construction or maintenance vehicles	75.00
173	Defective brakes	75.00
174	Defective or improper use of horn or warning device	100.00
175	Defective muffler	75.00
176	Defective mirror	75.00
177	Defective wipers; obstructed windshield or windows	75.00
178	Improper tires	75.00
180	Safety hitch or towed vehicles	75.00
181	Use of one-way glass on windshields, windows or headlamps	75.00
182	Child passenger safety restraining system (not subject to Court Costs)	60.00
182.1(a)(1)	Seatbelt ages 18 and above (Seatbelt fines are not subject to Court Costs)	10.00
182.1(a)(2)	Seatbelt persons age 14-17 (not subject to Court Costs)	60.00
183	Defective motorcycle head lamp	75.00
184	Defective motorcycle tail lamp	75.00
185	Defective motorcycle reflectors	75.00
186	Defective motorcycle stop lamps	75.00
187	Multiple-beam road-lighting equipment	75.00
188	Lighting equipment for motor-driven cycles	75.00
189	Brake equipment required	75.00
190	Performance ability of brakes	75.00
191	Other equipment	75.00
198	Vehicle license; illegal tag	75.00
8-156	Canine-at-large	
	1 ST Offense in 12 months	50.00 - 75.00
	2 nd Offense in 12 months	80.00 - 100.00
	3 rd Offense in 12 months (Mandatory court appearance)	125.00
8-185	Failure to license canine/feline	
	1 st Offense	50.00
	2 nd Offense	75.00
	3 rd Offense (Mandatory Court appearance)	125.00

CITY OF MERRIAM, KANSAS
SCHEDULE OF FEES
JANUARY, ~~2016~~2017

PARKS & RECREATION

ROOM RENTAL FEES (PRICES PER HOUR) Code Chapter 47

Room Type	Res./Bus.	Non-Res.	Comm.
Gym (no set-up)*	2019/35 4ah	254/45 3ah	3028/551 ah
Gym w/set up	80/ 100 96ah	100/1250 ah	120/ 145 4ah
Large Multi-purpose room	45/ 652 ah	6057/8578 ah	7068/953 ah
Small Multi-purpose room	3029/45 ah	4037/6057 ah	453/7067 ah
Merriam Park, Conference Room, Merriam Kessler Park	2018/35 3ah	253/452 ah	3027/5045 ah
Game Room, Kitchen	253/4039 ah	3029/5049 ah	354/6059 ah

*ah = After regular operating hours (8 am-9:000 pm M-TH, 8 am-5 pm Fri., 8 am-4 pm Sat, 1-5 pm Sun)

PACKAGE RATES (MP room + Kitchen)			
4 hours	26045	31506	37066
6 hours	3851	475339	55048
8 hours	52017	630459	735731
<u>AFTER HOURS (MP room + Kitchen) PACKAGE RATES (Gym w/set up + Kitchen)</u>			
4 hours 4 hours	360371	480464	558551
6 hours 6 hours	557540	696729	837827
8 hours 8 hours	742720	972927	11161102
*WEDDING PACKAGE (Gym w/set up + kitchen)	2017	2525	NA
<u>PACKAGE RATES (Gym w/set up + Kitchen)*WEDDING PACKAGE (Gym w/set up)</u>			
	1453		
	1814		
	NA		
4 hours	378	468	558
6 hours	567	702	837
8 hours	756	936	1116
<u>AFTER HOURS (Gym w/set up + Kitchen)</u>			
4 hours	486	630	738
6 hours	729	945	1107
8 hours	972	1260	1476
*WEDDING PACKAGE (Gym w/set up + kitchen)	2160	2745	NA
*WEDDING PACKAGE (Gym w/set up)	1458	1825	NA

*Wedding Package would provide access Friday 4 pm – 9 pm and Saturday 8 am – Midnight

MERRIAM MARKETPLACE FACILITY RENTAL RATES Code Chapter 47

Rental Hours	Half Day	8:00 a.m. – 2:00 p.m. <or> 3:00 p.m. – 9:00 p.m.
	Full Day	8:00 a.m. – 9:00 p.m.
Rental Rate Categories		

Resident*	Non-Resident	Commercial
Half Day/ 725 .00	Half Day/ 1010 .00	Half Day/ 1420 .00
Full Day/ 1225 .00	Full Day/ 132140 .00	Full Day/ 16670 .00

*To qualify for Merriam resident rate, applicant must furnish proof of residency at the time of application.

PICNIC SHELTER RENTAL FEES Code Chapter 47

Rental Hours	Half Day	8:00 a.m. – 2:00 p.m. <or> 3:00 p.m. – 9:00 p.m.
	Full Day	8:00 a.m. – 9:00 p.m.
Rental Rate Categories		
Resident *	Non-Resident	Commercial
Half Day/ 50.00	Half Day/ 60.00	Half Day 95.00
Full Day/85.00	Full Day/105.00	Full Day/150.00

*To qualify for Merriam resident rate, applicant must furnish proof of residency at the time of application.

FARMER'S MARKET VENDOR FEES Code Chapter 47

Saturday Operational Hours 7:00 a.m. – 1:00 p.m.

Wednesday Operational Hours 4:00 pm – 7:00 pm

Vendor Spaces	
Saturday Season Vendor Fee First Saturday May – Second Saturday October (No charge for Car Show Day, Second Saturday in September)	360.00
Saturday Daily Vendor Fee	
May, September, October	25.00 /day per stall
June, July, and August	40.00 /day per stall
Wednesday Season Vendor Fee	
First Wednesday June – Last Wednesday August	100.00
Wednesday Daily Vendor Fee	
June, July, August	20.00
<u>Saturday Vendor + Wednesday Vendor</u>	<u>\$410.00</u>

FITNESS CENTER FEES Code Chapter 47

Resident Adult	Monthly	25 .00
Resident Adult	3 months	60 .00
Resident Adult	Annual	190 .00
Resident Sr. Adult (65 and over)	Monthly	20 .00
Resident Sr. Adult (65 and over)	3 months	45 .00
Resident Sr. Adult (65 and over)	Annual	150 .00
Resident Household	Monthly	30 .00
Resident Household	3 months	80 .00
Resident Household	Annual	265 .00
Resident Sr. Adult Household (65 & over)	Annual	225 .00
Resident	Daily	5.00
Non-resident Single Adult	Monthly	30.00
Non-resident Single Adult	3 months	70.00
Non-resident Single Adult	Annual	230.00
Non-Resident Sr. Adult (65 & over)	Monthly	25.00
Non-Resident Sr. Adult (65 & over)	3 months	55.00
Non-Resident Sr. Adult (65 & over)	Annual	175.00
Non-resident Household	Monthly	40.00

Non-resident Household	3 months	95.00
Non-resident Household	Annual	330.00
Non-Resident	Daily	6.00

POOL FEES Code Chapter 47

Season Pass		
Resident		
Household**		105.00
Adult		70.00 68.00
Youth 17 and under		53.00 53.00
Senior 65 and older		53.00 53.00
Non-Resident		
Household**		180.00 66.00
Non-resident Household "add-on" member fee for households with more than 6 members		20.00
Adult		105.00
Youth 17 and under		85.00 83.00
Senior 65 and older		85.00 83.00
10 Visit Punch Cards Resident Discount		54.00
10 Visit Punch Cards Non-Resident		73.00
Daily Admittance		
Resident		6.00
Super Pass Under age of 1		
Resident Household	Non-Resident	\$60.00 8.00
Resident Individual	Pool Rental Fees	\$25.00
Non Resident Household	Includes two of three pools for 1.5 hours	\$65.00 25.00
Non Resident Individual	Includes entire facility for 1.5 hours	\$30.00 275.00
Under age of 1		
Non Resident		8.00
Pool Rental Fees		
Includes two of three pools for 1.5 hours		275.00
Includes entire facility for 1.5 hours		350.00

**Household membership shall be defined as more than one person living under the same roof. Proof of residency will be required. Non-resident households may have up to 6 people on their membership; no restriction on resident households. Verification of address will be required for all persons age 18 and over prior to ID card being produced. All "new" season passes include the cost of Photo ID card. If ID card is lost or damaged a new ID card must be purchased for an additional charge of \$5.00.

OTHER FEES Code Chapter 47

Security Deposit: Reservations must be accompanied by a 150.00 refundable damage/security deposit. If facility is left clean, undamaged and user does not exceed approved time or conduct activities which have not been previously approved, the deposit will be returned within 10 business days following the rental date. In the event that damage to the facility should exceed the deposit amount, additional charges will be assessed by the City.
Special Event Permit Fee: 50.00/day in additional to rental fee. Applies to individuals or organizations who wish to sponsor community, corporate or private special events.

Field Size	Resident	Non-Resident
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CITY OF MERRIAM, KANSAS

SCHEDULE OF FEES JANUARY, 2017~~16~~

POLICE DEPARTMENT

FEES	
Accident Reports	5.00
DUI Reports (effective July 1, 2016)	.25 per page
DUI Copies of CD's /video tapes (effective July 1, 2016)	25.00
Copies of CD's /video tapes	15.00
Copies from Microfilm	Direct Staff Service Costs
Criminal History Check	5.00
Photographs (up to 8 pictures per sheet)	10.00/sheet
Offense Reports (Insurance)	5.00
Offense Reports (Victim)	N/C
Research Fee	25.00/hour
Off-Road Vehicle Permit Fee	30.00
Fingerprinting	35.00
Car Seat Installation (non Merriam resident)	35.00
Responding to automatic alarm	
Pre-set alarms, free for first 90 days or 6 alarms whichever occurs first, then 3 free false alarms during year, thereafter. Code Sec. 23-61	
Next 3 alarms, each	50.00
Next 3 alarms, each	100.00
Thereafter, for each alarm	150.00

**PUBLIC WORKS
CITY OF MERRIAM, KANSAS**

SCHEDULE OF FEES
JANUARY, 20~~17~~¹⁶

PUBLIC WORKS

FEES	
Labor	18.00 – 28.00 per hour
Equipment* Rates in accordance with FEMA’s Schedule of Equipment Rates 9/15/2010	
1 ¼ ton truck	30.00 per hour
Dump truck 16 cy	65.00 per hour
Backhoe	38.00 per hour
Sweeper	74.00 per hour
Skid Loader	22.00 per hour
Water truck	32.00 per hour
Administrative/Inspections	50.00 per visit
Materials	Actual Cost + 10%
Right-Of-Way Permits Code Sec. 59-71	120.00
Right-Of-Way Horizontal Directional Drilling Includes	
First One Hundred Feet	160.00
Additional footage up to 100 Feet	40.00
Crossing Roadway Will Be An Additional Fee And Bond	120.00

AGENDA ITEM INFORMATION FORM

Agenda Item: Authority to Award Contract – Commitment of City Funds for Shawnee Mission Pkwy Bridge over BNSF Railroad (KDOT Project # 46 N-0632-01)

Department: Public Works / Capital Improvements

Background/Description of Item:

On October 19, 2016, KDOT publicly opened two (2) bids for the Shawnee Mission Parkway bridge over the BNSF Railroad including work for the mill/overlay from the bridge to the west city limit.

The lowest responsible bid was submitted by Comanche Construction, Inc., of Olathe, Kansas for \$2,425,574.90. With construction engineering and other related costs, the total project cost is \$3,267,981. This is approximately \$118,000 more than the preliminary budget. However, because Shawnee Mission Pkwy is also a state highway, KDOT has decided to substantially cover the cost of the mill/overlay. This brings Merriam’s estimated net cost **under budget** by \$236,919. The Federal / STP program typically provides 80% matching funds for allowable construction and construction engineering/inspection services. The matching funds are being covered by KDOT, CARS and Merriam.

	<u>EST. ACTUAL</u>	<u>BUDGETED</u>	
Federal / STP (80%)	\$ 1,790,763	\$ 1,636,500	\$ 154,263
State / KDOT	\$ 437,000	\$ -	\$ 437,000
JoCo / CARS	\$ 251,714	\$ 488,500	(\$ 236,786)
Merriam	\$ 788,504	\$ 1,025,422	(\$ 236,919)
Total Cost	\$ 3,267,981	\$ 3,150,422	\$117,559

For budgetary purposes, the Authority to Award Contract indicates the city’s commitment of matching funds of \$504,000, which includes construction engineering/inspection services. However, the construction engineering/inspection services fee was negotiated separately with GBA. The fee for those services is \$301,664.51.

Due to the timing of the bid award, deadline to accept, and the additional week between City Council meetings, staff has already forwarded the Authority to Award letter to secure the lowest project bid.

Attachments: Authority to Award Contract; CIP project budget sheet; project invoice

Recommendation: Recommend that Council authorize the Mayor, City Clerk and City Engineer to sign and execute the Authority to Award Contract (Commitment of City Funds) for Bridge over BNSF RR on Shawnee Mission Pkwy (KDOT Project # 46 N-0632-01).

Funding Source: CIP budget as approved by Council; ¼ cent special City sales tax for streets/stormwater projects.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Ordinance Change of City Code Chapter 47; Article III; Section 47-46; City park and recreation board.

Department: Parks and Recreation

Background/Description of Item: The Merriam Parks and Recreation Advisory Board has been struggling to identify a youth representative to serve in the at-large capacity as defined in the municipal code. In addition, because of the definition of quorum, this vacancy has created issues over the past year in securing a quorum for monthly meetings. At the September Parks and Recreation Advisory Board meeting, the board requested options to changing the advisory board make-up that retained the youth representative. At the October meeting staff presented several options. The advisory board unanimously recommended the following changes:

- Change composition to have seven voting members, one from each ward and three appointed at-large members
- Change the youth representative to a non-voting member who lives within three miles of the corporate city limits.

These changes have been reviewed by City Attorney.

The section of code with tracked changes is attached for review.

Staff and Advisory Board Recommendation: Recommend the change in ordinance Chapter 47; Article III; Section 47-46; City park and recreation board.

Prepared by: Anna Slocum, Director parks and recreation

Date: November 14, 2016

Sec. 47-46. - City park and recreation board.

- ~~(a)~~ *Composition; appointment of members.* The city park and recreation board shall be composed of seven voting members, with eight (8) seven members, one member from each of the four city wards, ~~and~~ and three members appointed at-large ~~and~~ and. ~~One non-voting of the at-large members shall be a student youth representative.~~ The board shall also contain one non-voting youth representative who must live within three miles from the corporate city limits. The seven voting All Members of the board, ~~voting and non-voting,~~ and one non-voting youth representative shall be appointed by the mayor with the confirmation of the city council.
- ~~(a) The youth representative shall reside within three miles from the corporate city limits.~~
- (b) *Member terms; vacancies.* The term of appointment shall be two years commencing on January 1 and ending on December 31 with no more than four appointments expiring each year. Members of the board serve at the pleasure of the mayor. Vacancies shall be filled by appointment for the unexpired term.
- (c) *Quorum.* A quorum shall consist of four voting members. The board shall conduct business only in the presence of a quorum. If, however, only a majority of a quorum (three voting members) is in attendance at a board meeting, such members may discuss issues on the agenda and receive input from staff members so long as no action is taken on such matters.
- (d) *Functions.* The city park and recreation board shall make plans and recommendations to the city council relating to the operation of the city parks and swimming pools and the need for additional recreational programs and facilities. The board shall also meet with interested civic groups and other park and recreation authorities in the planning and study of recreation programs and facilities on a local and area-wide basis.

(Code 1967, §§ 19-16—19-18; Ord. No. 1463, § 1, 1-26-2004)

ORDINANCE NO. _____

**AN ORDINANCE CONCERNING THE CITY PARK AND RECREATION BOARD;
AMENDING SECTION 47-46 OF THE CODE OF ORDINANCES OF THE CITY OF
MERRIAM, KANSAS; AND REPEALING THE SECTION HEREBY AMENDED.**

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

Section 1.

Section 47-46 of the Code of Ordinances of the City of Merriam is amended to read as follows:
Sec. 47-46. - City park and recreation board.

- (a) *Composition; appointment of members.* The city park and recreation board shall be composed of seven voting members, with one member from each of the four city wards and three members appointed at-large. The board shall also contain one non-voting youth representative who must live within three miles from the corporate city limits. The seven voting members and one non-voting youth representative shall be appointed by the mayor with the confirmation of the city council.
- (b) *Member terms; vacancies.* The term of appointment shall be two years commencing on January 1 and ending on December 31 with no more than four appointments expiring each year. Members of the board serve at the pleasure of the mayor. Vacancies shall be filled by appointment for the unexpired term.
- (c) *Quorum.* A quorum shall consist of four voting members. The board shall conduct business only in the presence of a quorum. If, however, only a majority of a quorum (three voting members) is in attendance at a board meeting, such members may discuss issues on the agenda and receive input from staff members so long as no action is taken on such matters.
- (d) *Functions.* The city park and recreation board shall make plans and recommendations to the city council relating to the operation of the city parks and swimming pools and the need for additional recreational programs and facilities. The board shall also meet with interested civic groups and other park and recreation authorities in the planning and study of recreation programs and facilities on a local and area-wide basis.

Section 2. Existing Sections. Those sections of Chapter 47 of the Code of Ordinances of the City of Merriam, Kansas not heretofore repealed shall remain in full force and effect.

Section 3. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance and the Governing Body hereby declares that it would have passed the remaining portions of this Ordinance if it would have known that such part or parts thereof would be declared invalid.

Section 4. Repeal. Section 47-46 of the Code of Ordinances of the City of Merriam, Kansas as it existed before the above amendments is hereby repealed.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the official city newspaper, all as provided by law.

PASSED by the City Council this _____ day of _____, 2016.

APPROVED AND SIGNED by the Mayor this _____ day of _____, 2016.

Ken Sissom, Mayor

ATTEST:

Juliana Pinnick, City Clerk

APPROVED AS TO FORM:

Nicole Proulx Aiken, City Attorney



**CITY OF MERRIAM
INTEROFFICE MEMORANDUM**

TO: MAYOR AND THE CITY COUNCIL
FROM: KEVIN BRUEMMER, PUBLIC WORKS DIRECTOR
SUBJECT: NOVEMBER CIP UPDATE
DATE: NOVEMBER 14, 2016

Highlights:

- **Farley Avenue** – Existing roadway on Farley Ave, 69th Street has been removed and cut to final sub grade. The contractors current plan is to place AB-3 base and curb & gutter this week from north of 6800 Farley to 69th Street and 69th Street. Asphalt base is planned to be placed the week of November 21st, weather permitting.
- **Antioch Road from 67th Street to Johnson Drive** – J.M. Fahey Construction has completed placement of asphalt surface and pavement marking. The pedestrian crossing signal, north of 61st Street, is being installed. Antioch Road street lights should be completed in late November.
- **SMP Bridge over BNSF Railroad** – Comanche Construction, Inc. was the apparent low bidder in KDOT's October, 2016 letting, with an early start date in March 2017.
- **Residential Streets Group V** – Affinis is currently putting together the final plans and the project engineers estimate. The current goal is to have final plans ready for City's review by December 2016, and going out for bids February 2017.
- **Sidewalk In-Fill** – City staff has reviewed areas needing sidewalk and will be making recommendations to City Council. The current goal is to have plans ready for bids early 2017.
- **Owen Heights (CMP Repair)** – Designer, BHC Rhodes, has completed preliminary review of existing storm drain system. BHC has provided City staff construction options with cost estimates.
- **2016 Mill and Overlay Program** - Complete pending final walk-thru/punch list.
- **Police Department Facility Improvements** – Request for Proposals (RFP) are due November 14, 2016.

Capital Improvement Active Project List

Last Updated 11/10/2016

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
2015															
Residential Streets Group IV (54 St, 55 Ter/56 St, Garner, Hayes, Carter and Grant)	Special sales tax-Street/stormwater	\$2,705,000	\$2,540,561	Accepted 11/09/2015	Affinis	7/10/13	11/20/13	6/25/14	\$2,462,306.60	6/3/14	6/9/14	Kansas Heavy	\$2,161,517.55	7/7/14	10/30/15
Meyer Creek Improvement (Sherwood and Connell Dr.)	SMAC/Special Sales Tax	\$3,348,700	\$2,558,217.70	Substantially Complete	Affinis	11/12/13	4/15/14	2/24/15	\$3,408,621.00	2/3/15	2/9/15	VF Anderson	\$2,755,019.50	2/25/15	4/30/15
Antioch Street Overlay 67th to 75th Street	CARS/Special Sales Tax	\$280,000		Accepted 12/01/2015	Overland Park	N/A	N/A	N/A	\$668,000.00			O'Donnel & Sons		5/11/15	11/30/15
2016															
Farley Ave - 67th to 69th St	Special sales tax-Street/stormwater	\$1,872,500		Construction	BHC-Rhodes	6/17/15	11/19/15	6/9/16	\$1,899,097.00	5/10/16	5/23/16	Pyramid Contractors Inc.	\$1,553,547.50	8/1/16	12/24/16
SMP Bridge over BNSF Rail Road & Mill/Overlay West	Special sales tax-Street/stormwater	\$2,843,599		Design	GBA					10/19/16		Comanche Construction, Inc.	\$2,425,574.90		
Antioch Road Improvement W. 67th Street to Johnson Drive	CARS/Special Sales Tax	\$1,095,487		Design	BHC-Rhodes	4/5/2016				6/21/2016	6/27/2016	J.M. Fahey Construction	\$1,789,770.68	8/15/2016	10/14/2016
Corrigated Metal Pipe Replacement 47th/Eby/Antioch	General CIP	\$1,100,000		Design	BHC-Rhodes										
Residential Group V: 51st St., Merriam Lane	Special sales tax-Street/stormwater	\$2,326,500		Design	Affinis	6/29/16	9/27/16								
West Frontage Road Improvements	I-35 Redevelopment	\$1,220,000		Delayed	TBD										
2017															
Sidewalk Infill	General CIP	\$1,815,000		Design	GBA										
Turkey Creek	General CIP/SMAC	\$5,740,750		TBD-Federal Funding	USACE	7/25/01	10/19/11	8/14/13							
Police Department Facility Improvements	General CIP	\$2,100,000.00		Request for Proposals											

Recreational Facilities FAQ (as of October 27, 2016)

What is all this talk I hear about our recreational facilities?

The community center and aquatic center are at the end of their useful lives, and the cost of maintenance and repair are becoming unsustainable. Instead of perpetuating the use of expensive Band-Aids to fix problems, the city council chose a proactive and thoughtful process to explore several possible solutions. Remember, the pool is over 30-years-old and sections of the community center are over 100-years-old!

What's wrong with the current facilities?

We've gotten a lot of use out of these facilities, but constant, expensive and unbudgeted repairs to their systems and structures continue to increase. Additionally, neither facility meets Federal ADA requirements or current life-safety and building code requirements. To achieve compliance in these areas, many of the needed updates trigger a cascade of repairs to other outdated systems, which increases costs and makes any update more difficult and expensive. It is also useful to know the current community center was not built as a community center so its layout was not designed or intended for its current use. It is also situated in the floodplain, so the basement is below the water table and regularly floods.

Can't we update our current facilities?

Absolutely - that is an option. We have a good understanding of what updating our current facilities would cost. In 2014, Larkin Aquatics did a comprehensive study of the aquatic center, including mechanical, electrical, plumbing, and ADA requirements. Their detailed report indicated needed updates to the aquatic center will range between \$600,000 - \$900,000 plus an eventual \$3,500,000 to replace the basin. At the same time, the city hired Susan Richards Johnson and Associates to complete a similar comprehensive analysis of the community center. That analysis provided detailed solutions that address the continued use of the existing facility with costs ranging from \$6,000,000 - \$10,000,000.

So why are we talking about new facilities?

When contemplating the high costs of updating the existing facilities, it became financially prudent to ask, "What would a new facility cost?" There was also a stark realization that spending all that money to update our facilities would still leave the city with a 30-year-old pool and 100-year-old community center. Firsthand experience dictates that in another 30 years it will probably be easier and less expensive to maintain a 30-year-old facility than to maintain 60-year-old and 130-year-old facilities. At that point, the concern quickly became that the cost of keeping the existing facilities, even if updated, might actually cost taxpayers more over the next 30 - 40 years than building something new that (1) meets the needs of our current and future community, (2) is more appropriately sized, and (3) utilizes current building codes, modern materials and modern systems. We needed more details to make an informed decision.

Where are we now?

A steering committee of Merriam residents was appointed to work with Pros Consulting to determine what a new facility would look like that appropriately meets the needs of the community. That process involves collecting public input via surveys and public meetings and includes a market study, business plan, and a financial analysis. The final Facilities Master Plan will provide a clear understanding of what the community wants in a new facility, if a new facility is the desired option to address our facility needs.

What will a new facility cost?

Currently unknown – we're not there yet. A detailed cost estimate to build and annually operate a new facility will be included in the final Facilities Master Plan. That final plan will be presented to city council on January 9,

2017 and will include a concept based on features and amenities residents said they want. However, the facility should be designed in scope and size to annually support itself at an appropriate level of funding.

What happens after the final Facilities Master Plan is presented to City Council on January 9, 2017?

On January 9, 2017, the city council will only vote to acknowledge receipt of the final plan and the recommendation of the steering committee. The city council's acceptance of that recommendation and final plan will not bind the city council to any one specific choice, it only provides the required details needed to begin the larger conversation about the future of our recreation facilities.

When will a decision be made on the facilities?

As with all major capital projects, it is anticipated the preferred solution will be discussed in public meetings as part of the 5-year capital improvement project budget. These discussions will begin in March 2017.

How will the city pay for updated or new facilities?

Currently undetermined – we're just not there yet. Depending on the preferred solution, the funding strategy would include budgeted reserves, the issuance of bonds, or a combination of the two options. More than likely, any solution exceeding \$5,000,000 will require issuing bonds.

Will there be a vote if bonds are included in the funding strategy?

If funding involves issuing bonds or raising property and/or sales taxes, a public vote is recommended (and likely required by law).

Where can I get more information about this issue?

The next steering committee meeting will be on November 2 and a draft final plan will be shared with the city council on December 12th. On December 13th at 7:00 p.m. there will be an open house for the public at the Irene B. French Community Center.

All information is posted on www.merriam.org as it becomes available. Also, a blog dedicated to this project with weekly posts is located at <http://www.merriam.org/Blog.aspx?CID=2>, or enter "blog" in the front page search box to find it.

CITY COUNCIL SUGGESTED MOTIONS FOR YOUR CONSIDERATION

CONSENT AGENDA

1. Move that the council approve Consent Agenda items 1-3.

MAYOR'S REPORT

FINANCE AND ADMINISTRATION

1. No motion.
2. No motion. (first reading)
3. Move that the council approve the 2017 Fee Schedule
4. No motion.

COMMUNITY DEVELOPMENT/PUBLIC WORKS

1. Move that the council approve the bid award to Comanche Construction, Inc., for the Shawnee Mission Parkway Bridge over the BNSF Railroad.
2. No motion. (first reading)
3. No motion

STAFF ITEMS

1. No motion.

EXECUTIVE SESSION