REVISED

City of Mission Regular Meeting Agenda Wednesday, November 28, 2018 7:00 p.m. Mission City Hall

If you require any accommodations (i.e. qualified interpreter, large print, reader, hearing assistance) in order to attend this meeting, please notify the Administrative Office at 913-676-8350 no later than 24 hours prior to the beginning of the meeting.

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

ROLL CALL

1. PUBLIC HEARING

2. SPECIAL PRESENTATIONS

- Police Department / Parks & Recreation Department Special Presentation - REMOVED
- American Council of Engineering Companies of Kansas 2018 Public Improvement Award - Foxridge Drive Phase I Project
- New Art Display Bernie Lee, Art from Architecture

3. ISSUANCE OF NOTES AND BONDS

4. CONSENT AGENDA

NOTE: Information on consent agenda items has been provided to the Governing Body. These items are determined to be routine enough to be acted on in a single motion; however, this does not preclude discussion. <u>If a councilmember or member of the public requests, an item may be removed from the consent agenda for further consideration and separate motion.</u>

CONSENT AGENDA - GENERAL

4a. <u>Minutes of the October 17, 2018 City Council Meeting</u> and <u>Minutes of the October 25, 2018 Special City Council Meeting</u>

CONSENT AGENDA - Finance & Administration Committee

<u>Finance & Administration Committee Meeting Packet 11-14-18</u> <u>Finance & Administration Committee Meeting Minutes 11-14-18</u>

4b. Human Service Fund Recommendations

CONSENT AGENDA - Community Development Committee

<u>Community Development Committee Meeting Packet 11-14-18</u> <u>Community Development Committee Meeting Minutes 11-14-18</u>

4c. City Hall Exterior Lighting Bid

- 4d. Purchase of Vehicle for Community Development Department (page 3)
- 5. PUBLIC COMMENTS
- 6. ACTION ITEMS

Planning Commission

Miscellaneous

7. COMMITTEE REPORTS

Finance & Administration, Nick Schlossmacher

<u>Finance & Administration Committee Meeting Packet 11-14-18</u> Finance & Administration Committee Meeting Minutes 11-14-18

- 7a. Employee Benefit Renewals (page 6)
- 7b. Purchase of Vehicle and Equipment for Community Service Officers (page 17)

Community Development, Kristin Inman

<u>Community Development Committee Meeting Packet 11-14-18</u> <u>Community Development Committee Meeting Minutes 11-</u>14-18

- 7c. Contract for On-call Engineering Services (page 20)
- 8. UNFINISHED BUSINESS
- 9. **NEW BUSINESS**
- 10. COMMENTS FROM THE CITY COUNCIL
- 11. MAYOR'S REPORT Appointments
- 12. <u>CITY ADMINISTRATOR'S REPORT</u>
- 13. EXECUTIVE SESSION

ADJOURNMENT

City of Mission	Item Number:	4d.
ACTION ITEM SUMMARY	Date:	November 7, 2018
Administration	From:	Brian Scott

Action items require a vote to recommend the item to full City Council for further action.

RE: Purchase of Vehicle for Community Development Department

RECOMMENDATION: Approve the purchase a 2019 Ford Escape SE for \$21,592.

DETAILS: This summer during the budget process, staff spoke to the need of hiring a full-time building official to conduct plan reviews and inspections of various residential and commercial construction projects in the City of Mission. It was also recommended that consideration be given to the purchase of a vehicle that the building official can use in performing these duties. This will eliminate any wear and tear on their personal vehicle when performing their duties, and it will provide a sense of "presence" when at construction sites or out in the community.

A conditional job offer has been extended to a candidate for the position of building official. In preparing for this individual joining the City's Community Development Department, staff is ready to proceed with the purchase of the vehicle. The 2018 Estimated Budget was adjusted in August to reflect Council's approval of this purchase in the current budget year.

Staff has received a quote from Shawnee Mission Ford for a 2018 Ford Escape SE. The base price for the vehicle is \$21,155. Options on the vehicle include a reverse sensing (\$232) and all weather floor and cargo mat (\$205) for a total of \$21,592. Decals and flashers will be installed by a third party for an additional \$1,000. This vehicle is similar to one that was purchased two years ago for the Community Development Department for use by the Neighborhood Services Officers.

Shawnee Mission Ford was awarded the joint vehicle purchase bid through the Mid-America Council of Procurement Professionals (MCPP). The MCPP is made-up of cities in the Kansas City region that join together to increase their purchasing power on items and equipment of common interest.

The original quote from Shawnee Mission Ford expires November 15th. An updated quote is attached for a 2019 Ford Escape. The total quote for this vehicle with all options is \$22,345.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	
Line Item Code/Description:	01-23-407-01
Available Budget:	\$30,000

Shawnee Mission Ford, Inc.

11501 SHAWNEE MISSION PARKWAY • P.O. BOX 3179
SHAWNEE, KANSAS 66203-0179 • 913/631-0000 • FAX 913/268-6521
WWW.SHAWNEEMISSIONFORD.COM

November 8, 2018

Robert Myers City of Mission

2019 Model at the 2018 price until 11-15-18

FYI, they do not offer the cold weather package anymore

Front Heated seats are standard on the SE

Exterior: ?

Interior: Charcoal Black (KB) or Med Light Stone (KL)

ase Price:	\$21,155
ase Price:	\$21

Options:

All Weather Floor Mats (50C) \$119

Total \$21,274

Additional Options to consider

•	Reverse Sensing (60S)	\$232
•	Cargo Mat (50Q)	\$86

Thank you for your time and interest.

Sincerely, Jay Cooper

Government Fleet Sales

Shawnee Mission Ford, Inc.

11501 SHAWNEE MISSION PARKWAY • P.O. BOX 3179
SHAWNEE, KANSAS 66203-0179 • 913/631-0000 • FAX 913/268-6521
WWW.SHAWNEEMISSIONFORD.COM

November 8, 2018

Robert Myers City of Mission

FYI, they do not offer the cold weather package anymore

Front Heated seats are standard on the SE

2019 Ford Escape SE 4x4

Exterior: ?

Interior: Charcoal Black (KB) or Med Light Stone (KL)

Base Price: \$21,908

Options:

• All Weather Floor Mats (50C) \$119

Total \$21,274

Additional Options to consider

Reverse Sensing (60S) \$232
 Cargo Mat (50Q) \$86

Thank you for your time and interest.

Sincerely, Jay Cooper

Government Fleet Sales

City of Mission	Item Number:	7a.
ACTION ITEM SUMMARY	Date:	November 2, 2018
Administration	From:	Brian Scott

Action items require a vote to recommend the item to full City Council for further action.

RE: Recommendation for 2019 Employee Benefits Program

RECOMMENDATION: Authorize the Mayor, or his/her designee, to execute any and all documents necessary to approve contracts for the City of Mission's 2019 employee health/welfare benefits program.

DETAILS: Benefits are an important component of an overall compensation package that the City offers its employees. Staff has been working with the City's benefit broker, Lockton Benefit Company, and other plan providers over the past several months to organize, evaluate, negotiate, and recommend an employee benefits program for 2019 that is supportive of the employees while also being fiscally sound for the City. Please see the attached memorandum and exhibits for detailed information on the recommended 2019 employees benefits program. The recommendations include:

- Renew with Blue Cross / Blue Shield of Kansas City and offer three health insurance plans - Preferred Care Blue, Blue Select, and Blue Select with Spira Care.
- Continue with the current health insurance premium structure, 80% of the premium being paid by the City and 20% being paid by the employee, with no premium increases.
- Fund a wellness program for City employees in the amount of \$9,000.
- Renew the dental insurance benefit plan with Delta Dental of Kansas effective January 1, 2019 with no increase in premium rates.
- Maintain the current dental insurance premium structure of 80% paid by the City and 20% paid by the employees.
- Renew the vision insurance benefit plan with EyeMed with 100% of the premium paid by the City effective January 1, 2019. This will result in no premium increase.
- Continue to provide a Section 125 Flexible Spending Account through Basic.
- Maintain basic Group-Term Life/AD&D benefits through The Standard.
- Maintain access to voluntary life insurance benefits through The Standard with all premiums paid 100% by participating employees.
- Maintain access to voluntary supplemental insurance benefits through AFLAC with all premiums paid 100% by participating employees.
- Fund the KPERS and KP&F retirement plans in accordance with state mandated rates.
- Maintain the quarterly contribution of 2% of total earnings in the Principal Plan for non-KP&F employees, with no optional matching benefit.

Related Statute/City Ordinance:	
Line Item Code/Description:	Various personnel line items that make up the 2019 Budget
Available Budget:	\$ 2,440,000

City of Mission	Item Number:	7a.
ACTION ITEM SUMMARY	Date:	November 2, 2018
Administration	From:	Brian Scott

Action items require a vote to recommend the item to full City Council for further action.

Anticipated personnel costs for 2019 based on the recommendations provided are summarized in the table below.

Health/Welfare Benefits	+	\$ 826,450
Retirement Benefits	+	\$ 717,872
SUI, FICA, Worker's Compensation	+	\$ 512,000
2019 Total Estimated Benefit Costs	=	\$ 2,056,610
2019 Total Estimated Salary Costs	+	\$ 5,195,320
2019 Total Personnel Costs:	=	\$ 7,251,930
Total 2019 Budget Personnel Costs		\$ 7,636,033
2019 Benefits as a % of Total Personnel Costs		28%

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	
Line Item Code/Description:	Various personnel line items that make up the 2019 Budget
Available Budget:	\$ 2,440,000



MEMORANDUM

Date: October 31, 2018

To: Members of the Finance and Administration Committee

From: Brian Scott, Assistant City Administrator/Finance Director

RE: 2019 Employee Benefits Program

Benefits are a key component of the total compensation package that we offer our employees. Just as important as maintaining competitive wages in the marketplace, maintaining competitive benefits can help in recruiting and retaining good employees. To this end, staff works with the City's benefit broker, Lockton Benefit Company (LBC), and other plan providers to organize, evaluate, negotiate and recommend an employee benefits package for each fiscal year that is competitive within the marketplace, is efficient and is fiscally prudent. The recommendations for fiscal year 2019 are summarized in this memorandum with corresponding attachments where appropriate.

Medical Benefit

The City has experienced significant increases in health insurance premiums over the past couple of years. These increases forced the City to seek proposals from other health insurance providers in the market. Consequently, the City has switched providers twice in the last two years - from Aetna to Cigna in 2017 and from Cigna to Blue Cross / Blue Shield in 2018. Each of these moves was done to avoid a substantial proposed increases in premiums - 25% increase in 2017 and nearly 50% in 2018. The move to Cigna in 2017 resulted in a 4% increase in premiums and the move to Blue Cross / Blue Shield in 2018 resulted in a 25% increase in health insurance premiums.

To help ease the impact of the 2018 increases for the employees, the City moved from a single health plan offering to two health plan offerings with BC/BS. Blue Select is offered as the base plan. Because of the deep discounts that BC/BS negotiates with a limited number of providers, this plan can offer lower premiums. Preferred Care Blue provides a "buy-up plan" that is the more traditional preferred provider organization (PPO) that employees have been accustomed to.

The City received its proposed premium package from BC/BS for 2019 with <u>no</u> increase in premiums. Please see Tables 1 and 2 on the next page for a breakdown of the premiums for each plan, and the total estimated cost based on current enrollment.

There are currently 60 full-time employees that utilize the City's health insurance plan.

Table 1. Base Plan - Blue Select 2018 Premiums and Proposed 2019 Premiums

Coverage Tier	Employees Enrolled	2018 Total Monthly Premium	2019 Total Monthly Premium	Difference
Employee Only	9	\$585.72	\$585.72	\$0
Employee + Spouse	5	\$1,230.00	\$1,230.00	\$0
Employee + Child(ren)	2	\$1,054.29	\$1,054.29	\$0
Employee + Family	5	\$1,757.15	\$1,757.15	\$0
	Monthly Total	\$22,315.81	\$22,315.81	
	Annual Total	\$267,789.72	\$267,789.72	
	\$ Increase		\$0	
	% Increase		0%	

Table 2. Buy-Up Plan - Preferred Care Blue 2018 Premiums and Proposed 2019 Premiums

Coverage Tier	Employees Enrolled	2018 Total Monthly Premium	2019 Total Monthly Premium	Difference
Employee Only	11	\$720.88	\$720.88	\$0
Employee + Spouse	10	\$1,513.85	\$1,513.85	\$0
Employee + Child(ren)	6	\$1,297.58	\$1,297.58	\$0
Employee + Family	12	\$2,162.64	\$2,162.64	\$0
	Monthly Total	\$56,805.34	\$56,805.34	
	Annual Total	\$681,664.08	\$681,664.08	
	\$ Increase		\$0	
	% Increase		0%	

As a part of the 2019 renewal, BC/BS is also offering new plan that incorporates Spira Care into their Blue Select network. Spira Care is a new concept for BC/BS. It consists of clinics that have been constructed, or are under construction, exclusively for BC/BS Spira Care members. Employees on this plan would be able to go to the clinic for all of their health care needs. There are no office visit co-pays or other out-of-pocket costs for the employee when they use the clinic. Employees with health issues requiring a specialist or hospitalization would utilize the providers within the Blue Select Network. Once the plan deductible is met, the employee incurs no additional out-of-pocket costs when utilizing network providers.

Table 3. Proposed 2019 Premiums - City/Employee Cost Share

Coverage Tier	2019 Monthly Premium	City's Share of Premium - 80%	Employee's Share of Premium - 20%		
Preferred Care Blue (Individual Maximum Deductible \$1,000)					
Employee Only	\$720.88	\$576.70	\$144.18		
Employee + Spouse	\$1,513.85	\$1,211.08	\$302.77		
Employee + Child(ren)	\$1,297.58	\$1,038.06	\$259.52		
Employee + Family	\$2,162.64	\$1,730.11	\$432.53		
Blue Select (Individual M	laximum Deducti	ble \$2,000)			
Employee Only	\$585.72	\$468.58	\$117.14		
Employee + Spouse	\$1,230.00	\$984.00	\$246.00		
Employee + Child(ren)	\$1,054.29	\$843.43	\$210.86		
Employee + Family	\$1,757.15	\$1,405.72	\$351.43		
Blue Select with Spira Care (Individual Maximum Deductible \$1,500)					
Employee Only	\$585.40	\$468.32	\$117.08		
Employee + Spouse	\$1,229.33	\$983.46	\$245.87		
Employee + Child(ren)	\$1,053.71	\$842.97	\$210.74		
Employee + Family	\$1,756.19	\$1,404.95	\$351.24		

Premiums for the Blue Select Plus with Spira Care are nearly the same as the Blue Select plan. However the individual deductible is \$1,500 for Blue Select Plus with Spria Care as opposed to \$2,000 for Blue Select. Attachment A provides a benefit summary for each plan.

The City has traditionally offered health insurance at an 80%/20% cost share with employees - City paying 80% and employees paying 20%. It is recommended that this continue for 2019.

The approximate cost for the City based on this cost sharing ratio will be \$760,000. The City had budgeted a 20% increase (additional \$152,000) in health insurance for 2019.

Recommendation: Continue health insurance coverage with Blue Cross / Blue Shield of Kansas City offering Preferred Care Blue, Blue Select and Blue Select with Spira Care plans to City employees with <u>no</u> increase in premiums for 2019. It is also recommended the City continue with the 80%/20% cost share between the City and employee. The estimated cost for the City in 2019 is anticipated to be \$760,000.

Wellness Benefit

The City believes that improving the overall health and wellness of its employees can have a positive impact on future medical plan premiums. To this end, the City initiated a wellness program in 2012.

For the past two year the City has been utilizing a wellness program whereby employees are encouraged to earn points throughout the year by engaging in wellness activities such as doctor and dental visits, flu shots, membership in a workout facility, or attending wellness seminars at work. Employees who earn the minimum amount of points will receive a \$200 check at the end of the year. Deadline for submitting points is November 1st. Sixteen employees participated in the program in 2017, and thirteen employees participated in the program this year. Staff is recommending to increase the benefit to \$300.

Recommendation: Increase the 2019 wellness benefit to \$300 for each participant that completes the annual wellness program. This will have an impact on the City's 2019 budget of \$6,000. Biometric screening and lunch-and-learn speakers have been budgeted for \$3,000. This is a total of \$9,000 budgeted for the employee wellness program.

Dental Benefit

The City offers its employees dental coverage through Delta Dental of Kansas. Delta Dental has a wide network of dental care providers across the Kansas City region, on both sides of the state line, and are generally considered to be the leader in dental insurance.

The City's dental insurance plan provides an annual deductible of \$50 for an individual and \$150 for a family with an annual maximum of \$1,000, regardless of whether it is in or out of network. The plan also provides for 100% of preventive services and 80% of basic services within network.

As with the medical benefit, the City currently pays 80% of the premium rates and the employee pays 20%. Delta Dental is proposing no increase in premiums for 2019. The following table represents the staff's recommendations for the 2019 dental benefit.

2019 Dental Premium Structure 80%/20%

	Total Monthly Premium	Employer Contribution	Employee Contribution	Per Payroll Premium	2018/2019 Per Payroll Difference
Employee Only	\$ 31.20	\$ 24.96	\$ 6.24	\$ 3.12	\$ 0 .00
Employee + Family	\$ 91.25	\$ 73.00	\$ 18.25	\$ 9.13	\$ 0.00

Recommendation: Renew the dental insurance benefit plan with Delta Dental of Kansas effective January 1, 2019 with <u>no</u> increase in premium rates; and maintain the current premium structure of 80% City and 20% employees. Estimated impact to the City's 2019 budget for the recommended dental benefits is \$43,000.

Vision Benefit

The City provides vision insurance to its employees through EyeMed. Vision benefit premiums are paid 100% by the City. EyeMed provided a rate increase last year that locks in premiums through 2020. So, there is no increase in premiums for 2019.

Recommendation: Renew vision benefits with EyeMed, effective January 1, 2019 with <u>no</u> increase in premiums. Maintain 100% of the premium paid by the City with an estimated impact to the City's 2019 budget of \$9,200.

125 Flexible Spending Account Benefit

The City offers a Flexible Spending Account (FSA) program (unreimbursed medical and dependent care expenses) through BASIC. The plan allows employees to set aside pre-tax dollars for qualified expenses eligible for reimbursement throughout the plan year.

There are currently 42 employees participating in the FSA with annual contributions totaling approximately \$76,000. Annual plan administration fees are approximately \$2,650. Participation in the plan saves both the employees and the City approximately \$4,500 each in FICA taxes on health insurance.

Recommendation: Continue to provide a Section 125 Flexible Spending Account through Basic with an estimated impact on the 2019 budget of \$2,650.

Basic Life / AD&D Insurance Benefit

The City provides a basic group-term life/AD&D policy through The Standard for all benefit eligible employees, paid 100% by the City. The Standard has not increased its rates for the past few years and is not proposing to increase its rates for 2019. Department directors receive \$25,000 benefit and all other employees (unless reduced as a result of age) receive a \$20,000

benefit.

Recommendation: Maintain basic Group-Term Life/AD&D benefits through The Standard for 2019 with an estimated impact to the City's 2019 budget of \$2,600 and a rate guaranteed until 2020.

Voluntary Life Insurance Benefit

The City also offers its employees the option to purchase additional life insurance through The Standard. The plan allows employees to purchase insurance in increments of \$10,000 up to a max of 5X their annual salary. The pricing is age rated and employees have the opportunity to purchase coverage for a spouse and dependents as well. The premiums are paid 100% by the employee that chooses to participate. The voluntary life insurance benefit will renew at no rate increase. Premium may increase only if an employee crosses an age-band or they make specific application for an increase in coverage amounts.

Recommendation: Maintain access to voluntary life insurance benefits through The Standard with all premiums paid 100% by participating employees. No impact to the 2019 budget.

Voluntary Supplemental Insurance Benefit

Employees are provided the option to participate in a supplemental insurance benefit through AFLAC. Though AFLAC provides primarily short-term disability insurance, they also offer a number of other insurance options that employees can select to participate in given their particular needs. This benefit is paid 100% by the employees that choose to participate.

Recommendation: Maintain access to voluntary supplemental insurance benefits through AFLAC with all premiums paid 100% by participating employees. No impact to the 2019 budget.

Retirement Plan Benefit

The City participates in the Kansas Public Employee Retirement System and the Kansas Police and Firefighters retirement system (KPERS/KP&F) for all eligible employees. Contributions to these two systems are mandatory for both the City, as the employer, and the employees. Contribution rates are dictated annually by the plan and are as follows for 2017:

KPERS: Employer 9.89% of Covered Payroll (Increase of .05% from last year)

Employee 6.00% of earnings

KP&F: Employer 22.13% of Covered Payroll (Increase of 10% from last year)

Employee 7.15% of earnings

The estimated employer (the City's) contribution to KPERS/KP&F is approximately \$675,872 for 2019. This is an increase of approximately \$89,000 from last year. This increase not only reflects an increase in the contribution rates, but also an increase in contributions as result of recent pay adjustments resulting from the classification and compensation study.

Recommendation: Fund the KPERS and KP&F retirement plans in accordance with state mandated rates for an estimated cost of \$675,872 for 2019.

Supplemental Retirement Benefit

Since 1980, the City has provided a supplemental retirement program for all non-public safety employees working more than 1,000 hours per year. This plan, through Principal investment company, was put in place based on a desire by the City to help equalize the gap in the employer funded contributions between KPERS and KP&F. It has no impact on the KPERS benefits available to employees upon their retirement.

Recommendation: Maintain the contribution of 2% of total earnings in the Principal plan for non-KP&F employees, with no optional matching benefit. The estimated cost for 2019 is \$42,000.

Summary and Recommendation for Health & Welfare Benefits

The following is the recommended 2019 Employee Benefit Package.

- Renew with Blue Cross / Blue Shield of Kansas City offer three health insurance plans -Preferred Care Blue, Blue Select and Blue Select with Spira Care.
- Continue with the current health insurance premium structure, 80% of the premium being paid by the City and 20% being paid by the employee, with no premium increases for 2019.
- Fund a wellness program for City employees in the amount of \$9,000.
- Renew the dental insurance benefit plan with Delta Dental of Kansas effective January 1, 2019 with no increase in premium rates.
- Maintain the current dental insurance premium structure of 80% paid by the City and 20% paid by the employees.
- Renew the vision insurance benefit plan with EyeMed with 100% of the premium paid by the City effective January 1, 2019. This will result in no premium increase.
- Continue to provide a Section 125 Flexible Spending Account through Basic.
- Maintain basic Group-Term Life/AD&D benefits through The Standard.
- Maintain access to voluntary life insurance benefits through The Standard with all premiums paid 100% by participating employees.
- Maintain access to voluntary supplemental insurance benefits through AFLAC with all premiums paid 100% by participating employees.
- Fund the KPERS and KP&F retirement plans in accordance with state mandated rates.
- Maintain the quarterly contribution of 2% of total earnings in the Principal Plan for non-KP&F employees, with no optional matching benefit.

A historical review of the changes in net costs for the City's health and welfare benefit programs is summarized below.

Five-Year Summary of Total Health and Welfare Benefit Costs (excluding retirement)

	2015	2016	2017	2018	2019
City's Total Net Costs	\$742,464	\$744,900	\$750,800	\$905,825	\$826,450
\$ Change	\$50,630	\$2,436	\$5,900	\$155,025	(\$79,000)
% Change	7.3%	0%	1%	21%	(9%)

Anticipated personnel costs for 2019 based on the recommendations provided are summarized in the table on the next page.

Health/Welfare Benefits	+	\$ 826,450
Retirement Benefits	+	\$ 717,872
SUI, FICA, Worker's Compensation	+	\$ 512,000
2019 Total Estimated Benefit Costs	П	\$ 2,056,610
2019 Total Estimated Salary Costs	+	\$ 5,195,320
2019 Total Personnel Costs:	П	\$ 7,251,930
Total 2019 Budget Personnel Costs		\$ 7,636,033
2019 Benefits as a % of Total Personnel Costs		28%

MEDICAL: BENEFIT SUMMARIES

Benefit	Blue Select Plus PPO	us PPO \$2,000	Preferred Care E	Preferred Care Blue PPO \$1,000	Blue Select Plus/Spi	Blue Select Plus/Spira Care EPO \$1.500
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Natural
Deductible:					AL TECHNOLY	OUL OF INCLINOLA
Individual	\$2,000	\$2,000	\$1,000	\$1.000	\$1.500	
Family	\$4,000	\$4,000	\$3,000	\$3,000	\$3.000	
Deductible applies to all services unless indicated otherwise						
Coinsurance	%08	20%	%08	20%	100%	
Out of Pocket Maximum:						
Individual	\$4,000	\$20,000	\$4,000	\$8,000	\$1.500	Not County
Family	\$8,000	\$40,000	\$8,000	\$16,000	\$3,000	ואחר החאבו בת
Preventive Services	100%	Ded then 50%	100%	Ded then 50%	100%	
Physician Office Visits	\$40 Copay	Ded then 50%	\$30 Copay	Ded then 50%	Deductible*	
Specialist Office Visits	\$40 Copay	Ded then 50%	\$30 Copay	Ded then 50%	Deductible	
Inpatient Hospital	Ded then 80%	Ded then 50%	Ded then 80%	Ded then 50%	Deductible	
Outpatient Hospital	Ded then 80%	Ded then 50%	Ded then 80%	Ded then 50%	Deductible	
Urgent Care	\$40 Copay	Ded then 50%	\$30 Copay	Ded then 50%	Deductible	
Emergency Room	\$100 Copay then 80%	\$100 Copay then 80%	\$100 Copay then 80%	\$100 Copay then 80%	Deductible	In-network Deductible
Prescription Drugs: Retail Copays: Generic/Preferred Brand/Non- Preferred Brand	\$15/\$70/\$110	\$15/\$70/\$110 then 50%	\$15/\$70/\$110	\$15/\$70/\$110 then 50%	\$15/\$50/Deductible	Not Covered
Mail Order Copays: Generic/Preferred Brand/Non- Preferred Brand	\$37.50/\$175/\$275	\$37.50/\$175/\$275 then 50%	\$37.50/\$175/\$275	\$37.50/\$175/\$275 then 50%	\$15/\$125/Deductible	

*No charge when you seek care in a Spira Care Center



City of Mission	Item Number:	7b
ACTION ITEM SUMMARY	Date:	November 8, 2018
Police Department	From:	Chief Ben Hadley

Action items require a vote to recommend the item to full City Council for further action.

RE: Vehicle and Equipment for Community Service Officers/Animal Control

RECOMMENDATION: Authorize the purchase of job specific equipment for the Community Service Officers, including a vehicle from Shawnee Mission Ford in the amount of \$27,608.

DETAILS: During the 2019 Budget process the Council approved the creation of two Community Service Officer (CSO) positions in the Police Department. The recommendation was driven in part by the decision to dissolve the Northeast Animal Control Commission (NEACC), as well as freeing up police officers' time by allowing civilian staff to handle non-essential police functions.

The CSOs will provide animal control services for Mission, and for the five other cities previously served by NEACC - Fairway, Roeland Park, Mission Woods, Westwood and Westwood Hills. In addition, they will handle Mission's non-priority public safety calls for service such as parking complaints, traffic control for accidents, and walk-in reports.

The Department is currently recruiting for CSOs, with the goal having staff in place January 1, 2019. In preparation for the addition of this new position, and the ability to provide contractual animal control services to the other communities, Staff-Support researched and identified the vehicle and equipment necessary to support the program. The estimated costs are detailed below:

Officer outfitting (Uniforms)	\$ 2,100
Portable radio	\$ 4,000
Mobile radio	\$ 4,000
Mobile data terminal	\$ 2,800
Animal Control Equipment/Safety	\$ 1,100
Tranquilizer gun	\$ 2,000
Ford F-250 4x4	\$27,608
Emergency lighting and Install	\$15,000
Animal Containment	\$ 5,000
Total vehicle and Equipment	\$63,608

Shawnee Mission Ford was awarded the joint vehicle purchase bid through the Mid-America Council of Procurement Professionals (MCPP). The MCPP is made-up of cities in the Kansas City region that join together to increase their purchasing power on items and equipment of

Related Statute/City Ordinance:	
Line Item Code/Description:	
Available Budget:	\$65,500

City of Mission	Item Number:	7b
ACTION ITEM SUMMARY	Date:	November 8, 2018
Police Department	From:	Chief Ben Hadley

Action items require a vote to recommend the item to full City Council for further action.

common interest. The new vehicle will take approximately sixty (60) days for delivery and then installation of the equipment will begin.

The other equipment prices are shown as approximate costs as there are many vendors and their pricing changes towards the end of each year. We anticipate having a savings when the purchasing is completed.

Funds are included in the 2019 budget for these items, but in order to facilitate the transition, staff is seeking authorization to expend the funds in the current budget year. Revenues received from the contractual agreements with the other cities will help to offset costs of the CSO Program.

CFAA CONSIDERATIONS/IMPACTS: NA

Related Statute/City Ordinance:	
Line Item Code/Description:	
Available Budget:	\$65,500

Shawnee Mission Ford, Inc.

11501 SHAWNEE MISSION PARKWAY • P.O. BOX 3179
SHAWNEE, KANSAS 66203-0179 • 913/631-0000 • FAX 913/268-6521
WWW.SHAWNEEMISSIONFORD.COM

\$23,536

\$225

November 8, 2018

Robert Myers City of Mission

2019 Ford F-250 Regular Cab 4x4 (F2B)

Exterior:

Interior: 40/20/40 Vinyl (AS)

Base Price:
Options:

tior	is:	
•	4x4 (F2B)	\$2,553
•	Cruise Control	\$ included in base price
•	Rear Defroster	\$ included in base price
•	Floor Mats	\$ included in base price
•	Power Group	\$ included in base price
	Locks, Windows, Mirrors & RKE	
•	Line X	\$519
•	Extra Extra HD Alternators (67E)	\$79
•	Up Fitter Switches (66S)	\$152
•	Cab Steps (18B)	\$295
•	Trailer Brake Controller (52B)	\$249

Total \$27,608

Thank you for your time and interest. Sincerely, Jay Cooper

Reverse Sensors (76R)

Government Fleet Sales

City of Mission	Item Number:	7c.
ACTION ITEM SUMMARY	Date:	October 5, 2018
Community Development & Public Works Department	From:	Emily Randel

Action items require a vote to recommend the item to full City Council for further action.

RE: Selection of On-Call Engineering Firm(s)

RECOMMENDATION: Approve Professional Services Agreements with George Butler & Associates (GBA) and Olsson to perform On-Call Engineering services for the City of Mission.

DETAILS: The City's current contracts for various on-call engineering services expire on December 31, 2018. A Request for Qualifications (RFQ) for On-Call Engineering Services was issued in September with a total of five (5) firms responding: BHC Rhodes, George Butler & Associates (GBA), Larkin Lamp Rynearson, Olsson, and TranSystems. All five firms were interviewed.

Interviews were conducted by an eight member selection committee, consisting of: Ken Davis and Kristin Inman (City Council), Pete Christiansen (Planning Commission), Kent Lage (Johnson County Urban Services Division) and Laura Smith, Brian Scott, Emily Randel, and Brent Morton (City Staff).

Staff is recommending that the City enter into agreements for on-call engineering services with both George Butler & Associates (GBA) and Olsson. Staff believes there are multiple benefits to continuing a relationship with two firms in that it provides flexibility when assigning projects and contracts, and in avoiding conflicts of interest.

Master agreements with both firms are included in the packets, and have been reviewed by the City's legal counsel. Once the master agreements are in place, individual task orders would be submitted and reviewed by the City Council for specific projects as needs arise. Hourly rate schedules for George Butler & Associates (GBA) and Olsson are included as attachments to both professional services agreements.

The proposed professional services agreements for both firms would be effective for three years (December 2021) with an option to renew for one additional year. Funds are included in the Community Development and Public Works Department's annual budgets for on-call engineering work. In addition, engineering costs may be charged to the Special Highway, Street Sales Tax, Stormwater or other funds used for infrastructure maintenance or construction. Budgets/funds would be identified and allocated on a project-by-project basis.

COMMUNITIES FOR ALL AGES IMPACT: N/A

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-23-207-03 (Comm Dev) and 01-20-207-03 (Public Works)
Available Budget:	\$75,000 (CD) + \$60,000 (PW) + specific capital projects authorized

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between City of Mission, Kansas (Owner) and George Butler Associates, Inc. (GBA), for the following reasons:

- 1. Owner intends to require professional engineering services for various traffic, development, and Capital Improvements Projects throughout the City (the Project); and,
- 2. Owner requires design services, traffic engineering services and traffic studies, design review services, capital project bidding services, construction observation/inspection services, and general professional services associated with the City's improvement projects (the Services); and,
- 3. GBA is prepared to provide the services. In consideration of the promises contained in this Agreement, Owner and GBA agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _______, 20_____. Agreement shall be for a period of 36 months with an option to extend the agreement for an additional 12 month period.

ARTICLE 2 - TASK ORDERS

Task Orders shall be used to describe the parties' mutual agreement on the Scope of the Services, schedule, compensation, and other particulars as stated therein. Task Orders shall be in the general form shown in attached Exhibit "A." Task Orders are binding only after acceptance and execution by duly authorized representatives of both parties. Each Task Order shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement.

ARTICLE 3 - SCOPE OF SERVICES

GBA shall provide the Services described in Section A (Scope of Services) of each Task Order.

ARTICLE 4 - SCHEDULE

GBA shall exercise its reasonable efforts to perform those Services within the time frame set forth in Section B (Schedule) of each Task Order.

ARTICLE 5 - COMPENSATION

Owner shall pay GBA in accordance with Section C (Compensation) of each Task Order. Notwithstanding anything to the contrary in this Agreement or any Task Order, should the Services under this Agreement include products or services that are commercially priced by GBA, such amounts shall be invoiced to Owner in accordance with the Schedule of Fees offered by GBA and are not subject to audit on the basis of costs incurred.

GBA shall periodically invoice Owner for Services rendered. Invoices shall be due and payable

upon receipt. Owner shall give prompt written notice of any disputed amount and shall pay the remaining amount. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal. Owner shall pay GBA's reasonable attorneys' fees incurred in connection with any litigation instituted to recover invoice amounts.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Section D (Owner's Responsibilities), of each Task Order. In addition, Owner shall perform and provide the following in a timely manner so as not to delay the Services of GBA:

- (a) Place at GBA's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by GBA to perform its Services.
- b) Give prompt written notice to GBA whenever Owner becomes aware of any development that affects the scope or timing of GBA's Services, or any defect in the Services of GBA.
- (c) Advise GBA of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

Owner hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by Owner to GBA. Owner hereby grants GBA the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. Owner represents that GBA's use of such documents will not infringe upon any third parties' rights. GBA shall provide prompt, written notice to the City if GBA becomes aware of any errors, omissions or inconsistencies in any provided information/data.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any Task Order, drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

<u>General</u>. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and GBA's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and GBA agree to allocate and limit such liabilities in accordance with this Article.

<u>Indemnification</u>. GBA and the Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent that each

party is responsible for such damages, liabilities or costs on a comparative basis of fault.

<u>Survival</u>. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the term of this Agreement, GBA shall maintain the following insurance:

- (a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance (Owned and non-owned autos), with a combined single limit of \$1,000,000 per occurrence.
- (c) Workers' Compensation and Employers Liability Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$100,000/\$500,000.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

GBA shall furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. Owner shall be added as an additional insured under policies listed under (a) and (b) above. Owner shall require all Project contractors to include Owner, GBA, and its parent company, affiliated and subsidiary entities, directors, officers and employees as additional insured's on their General and Automobile Liability insurance policies, and to indemnify both Owner and GBA, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

GBA shall not be responsible for:

- (a) Construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project;
- (b) The failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to GBA, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes, or
- (c) Procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to GBA in a Task Order.

In the event the Owner requests GBA to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to GBA for review at least 15 days prior to the requested date of execution. GBA shall not be required to execute any certificates or documents that would:

- (a) Unreasonably increase GBA's legal or contractual obligations or risks;
- (b) Require knowledge, services or responsibilities beyond the scope of this Agreement; or
- (c) Result in GBA having to certify, guarantee or warrant the existence of conditions whose existence GBA cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because GBA has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, GBA's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a practitioner of its profession. GBA does not guarantee that proposals, bids, or actual Project costs will not vary from GBA's cost estimates or that actual schedules will not vary from GBA'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by GBA as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by GBA for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to GBA. Owner shall indemnify and hold harmless GBA and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle GBA to additional compensation at rates to be agreed upon by Owner and GBA.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by GBA and furnished to Owner as part of the Services shall become the property of Owner; provided, however, that GBA shall have the unrestricted right to their use. GBA shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of GBA.

ARTICLE 14 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to GBA. GBA shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay GBA for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to GBA's compensation and the Project schedule.

The provisions of this Article shall also apply to each individual Task Order, separate and apart from any other Task Orders, and without terminating or otherwise affecting this Agreement as a whole.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor GBA shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or GBA under this Agreement or any Task Order. GBA shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 16 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

Owner: Ms. Laura Smith, City of Mission, Kansas, 6090 Woodson, Mission, Kansas 66202.

GBA: Bryan Blizzard, GBA, 9801 Renner Boulevard Suite 300 Lenexa, Kansas 66219-9745

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Owner and GBA.

ARTICLE 17 - DISPUTES

In the event of a dispute between Owner and GBA arising out of or related to this Agreement, or any Task Order, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

GBA hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws

and regulations.

GBA affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is GBA's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

GBA further affirms completion of applicable governmental employer information reports including the EE0-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either Owner or GBA of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20-SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 – INTEGRATION

This Agreement, including Exhibit "A" (incorporated by this reference), and subsequently issued Task Orders (and their respective attachments, if any), represents the entire and integrated agreement between Owner and GBA. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

Owner and GBA each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT

Neither Owner nor GBA shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, GBA may assign its rights to payment without Owner's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall

prevent GBA from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of Owner and GBA. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and GBA.

ARTICLE 25 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, Owner and GBA have executed this Agreement.

City of Mission, Kansas (Owner)

Ву:	
Name:	
	e Butler Associates, Inc. (GBA)
Ву:	
Name:	
Ву:	
Name:	

Exhibit "A" – Task Order TASK ORDER NUMBER

This Task Order is made as of this day of 20 ; under the terms and conditions established in the MASTER AGREEMENT FOR PROFESSIONAL SERVICES, dated (the Agreement), between the City of Mission, Kansas (Owner) and George Butler Associates, Inc. (GBA). This Task Order is made for the following purposes, consistent with the Project defined in the Agreement:								
following purpose, consistent with the Project defined in the Agreement: (Insert a brief description of the Project elements to which the Task Order Applies)								
SECTION A SCOPE OF SERVICES								
A.1. GBA shall perform the following Services:								
								
A.2. The following Services are not included in this Task Order, but shall be provided as Additional Services if authorized or confirmed in writing by the Owner:								
A.3. In conjunction with the performance of the foregoing Services, GBA shall provide the following submittals/deliverables (Documents) to OWNER:								
SECTION B SCHEDULE								
GBA shall perform the Services and deliver the related Documents (if any) according to the following schedule:								
Section C Compensation								
C.1. In return for the performance of the foregoing obligations, Owner shall pay to GBA the estimated amount of \$, payable according to the following terms:								
Client shall pay to GBA for the performance of the Basic Services the actual time of personnel performing such Services Reimbursable Expenses, unless otherwise agreed to by both parties. Reimbursable expenses will be invoiced in accordance with the Schedule contained in Item C.2. GBA's Services will be provided on a time and expense basis, estimated not to exceed \$ GBA shall submit invoices on a								

monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

C.2. Owner shall pay to GBA in accordance with the Schedule of Fees described in Exhibit B attached to the Master Agreement for Professional Services. Adjustments to the above Schedule of Fees will be presented to the Owner annually for approval.

C.3. Compensation for Additional Ser	vices (if any) shall be paid by Owner to GBA according to
the following terms:	

SECTION D. - OWNER'S RESPONSIBILITIES

Owner shall perform and/or provide the following in a timely manner so as not to delay the Services of GBA. Unless otherwise provided in this Task Order, Owner shall bear all costs incident to compliance with the following:

SECTION E. - OTHER PROVISIONS

The parties agree to the following provisions with respect to this specific Task Order:

IN WITNESS WHEREOF, the Owner and GBA have executed this task order.

City of Mission, Kansas (Owner)

Ву:
Name:
Γitle:
Date:
George Butler Associates, Inc. (GBA)
Ву:
Name:
Γitle:
Date:

EXHIBIT B

GEORGE BUTLER ASSOCIATES, INC. ENGINEERS/ARCHITECTS TANDARD HOURLY RATES – FEFFCTIVE JULY

STANDARD	HOURLY	RATES -	EFFECTIVE	JULY 1	, 2018
----------	--------	---------	------------------	---------------	--------

Employment Classification	Hourly Rate
Principal	\$276.00
Senior Associate Director of AES	232.00 232.00
Associate Senior Lead AES Senior Specialist	195.00 195.00 180.00
Project Leader Lead AES Specialist	170.00 170.00 145.00
Senior AES Senior Technician	160.00 135.00
Project AES Project Technician	132.00 105.00
Design AES Design Technician	120.00 86.00
Staff AES Staff Technician	108.00 75.00
Senior Construction Inspector Construction Inspector 4 Construction Inspector 3 Construction Inspector 2 Construction Inspector 1	135.00 108.00 104.00 95.00 85.00
Senior Field Technician Field Technician 3 Field Technician 2 Field Technician 1	115.00 95.00 85.00 75.00
Senior Professional Land Surveyor Professional Land Surveyor Survey Technician 3 Survey Technician 2 Survey Technician 1 2-Man Survey Party	136.00 125.00 100.00 70.00 52.00 170.00
Training Coordinator Senior Administrative Assistant Administrative Assistant	95.00 95.00 72.00
General Office 2 General Office 1	78.00 58.00

Equipment

(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.)

Real Time Kinematic Global Positioning System Equipment (RTK)60.00 per hourNuclear Density/Soil Testing Equipment50.00 per dayTraffic Counters20.00 per day

Expenses

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, meals, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.

The following items will be charged as shown (effective January 1, 2018):

Company Pick-up Truck
Personal and Company Cars

0.54 per mile 0.54 per mile

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between City of Mission, Kansas (Owner) and OLSSON, Inc. (OLSSON), for the following reasons:

- 1. Owner intends to require professional engineering services for various traffic, development, and Capital Improvements Projects throughout the City (the Project); and,
- 2. Owner requires design services, traffic engineering services and traffic studies, design review services, capital project bidding services, construction observation/inspection services, and general professional services associated with the City's improvement projects (the Services); and,
- 3. OLSSON is prepared to provide the services. In consideration of the promises contained in this Agreement, Owner and OLSSON agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _______, 20_____. Agreement shall be for a period of 36 months with an option to extend the agreement for an additional 12 month period.

ARTICLE 2 - TASK ORDERS

Task Orders shall be used to describe the parties' mutual agreement on the Scope of the Services, schedule, compensation, and other particulars as stated therein. Task Orders shall be in the general form shown in attached Exhibit "A." Task Orders are binding only after acceptance and execution by duly authorized representatives of both parties. Each Task Order shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement.

ARTICLE 3 - SCOPE OF SERVICES

OLSSON shall provide the Services described in Section A (Scope of Services) of each Task Order.

ARTICLE 4 - SCHEDULE

OLSSON shall exercise its reasonable efforts to perform those Services within the time frame set forth in Section B (Schedule) of each Task Order.

ARTICLE 5 - COMPENSATION

Owner shall pay OLSSON in accordance with Section C (Compensation) of each Task Order. Notwithstanding anything to the contrary in this Agreement or any Task Order, should the Services under this Agreement include products or services that are commercially priced by OLSSON, such amounts shall be invoiced to Owner in accordance with the Schedule of Fees offered by OLSSON and are not subject to audit on the basis of costs incurred.

OLSSON shall periodically invoice Owner for Services rendered. Invoices shall be due and payable upon receipt. Owner shall give prompt written notice of any disputed amount and shall

pay the remaining amount. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal. Owner shall pay OLSSON's reasonable attorneys' fees incurred in connection with any litigation instituted to recover invoice amounts.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Section D (Owner's Responsibilities), of each Task Order. In addition, Owner shall perform and provide the following in a timely manner so as not to delay the Services of OLSSON:

- (a) Place at OLSSON's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by OLSSON to perform its Services.
- b) Give prompt written notice to OLSSON whenever Owner becomes aware of any development that affects the scope or timing of OLSSON's Services, or any defect in the Services of OLSSON.
- (c) Advise OLSSON of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

Owner hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by Owner to OLSSON. Owner hereby grants OLSSON the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. Owner represents that OLSSON's use of such documents will not infringe upon any third parties' rights. OLSSON shall provide prompt, written notice to the City if OLSSON becomes aware of any errors, omissions or inconsistencies in any provided information/data.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any Task Order, drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

<u>General</u>. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and OLSSON's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and OLSSON agree to allocate and limit such liabilities in accordance with this Article.

<u>Indemnification</u>. Olsson and the Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent that each

party is responsible for such damages, liabilities or costs on a comparative basis of fault.

<u>Survival</u>. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the term of this Agreement, OLSSON shall maintain the following insurance:

- (a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance (Owned and non-owned autos), with a combined single limit of \$1,000,000 per occurrence.
- (c) Workers' Compensation and Employers Liability Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$100,000/\$500,000.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

OLSSON shall furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. Owner shall be added as an additional insured under policies listed under (a) and (b) above. Owner shall require all Project contractors to include Owner, OLSSON, and its parent company, affiliated and subsidiary entities, directors, officers and employees as additional insured's on their General and Automobile Liability insurance policies, and to indemnify both Owner and OLSSON, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

OLSSON shall not be responsible for:

- (a) Construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project;
- (b) The failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to OLSSON, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes, or
- (c) Procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to OLSSON in a Task Order.

In the event the Owner requests OLSSON to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to OLSSON for review at least 15 days prior to the requested date of execution. OLSSON shall not be required to execute any certificates or documents that would:

- (a) Unreasonably increase OLSSON's legal or contractual obligations or risks;
- (b) Require knowledge, services or responsibilities beyond the scope of this Agreement; or
- (c) Result in OLSSON having to certify, guarantee or warrant the existence of conditions whose existence OLSSON cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because OLSSON has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, OLSSON's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a practitioner of its profession. OLSSON does not guarantee that proposals, bids, or actual Project costs will not vary from OLSSON's cost estimates or that actual schedules will not vary from OLSSON'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by OLSSON as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by OLSSON for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to OLSSON. Owner shall indemnify and hold harmless OLSSON and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle OLSSON to additional compensation at rates to be agreed upon by Owner and OLSSON.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by OLSSON and furnished to Owner as part of the Services shall become the property of Owner; provided, however, that OLSSON shall have the unrestricted right to their use. OLSSON shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of OLSSON.

ARTICLE 14 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to OLSSON. OLSSON shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay OLSSON for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to OLSSON's compensation and the Project schedule.

The provisions of this Article shall also apply to each individual Task Order, separate and apart from any other Task Orders, and without terminating or otherwise affecting this Agreement as a whole.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor OLSSON shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or OLSSON under this Agreement or any Task Order. OLSSON shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 16 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

Owner: Ms. Laura Smith, City of Mission, Kansas, 6090 Woodson, Mission, Kansas 66202.

OLSSON: Paul Moore, 7301 West 133rd Street, Suite 200, Overland Park, KS 66213.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Owner and OLSSON.

ARTICLE 17 - DISPUTES

In the event of a dispute between Owner and OLSSON arising out of or related to this Agreement, or any Task Order, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

OLSSON hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable

laws and regulations.

OLSSON affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is OLSSON's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

OLSSON further affirms completion of applicable governmental employer information reports including the EE0-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either Owner or OLSSON of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20-SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 – INTEGRATION

This Agreement, including Exhibit "A" (incorporated by this reference), and subsequently issued Task Orders (and their respective attachments, if any), represents the entire and integrated agreement between Owner and OLSSON. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

Owner and OLSSON each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT

Neither Owner nor OLSSON shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, OLSSON may assign its rights to payment without Owner's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or

discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent OLSSON from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of Owner and OLSSON. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and OLSSON.

ARTICLE 25 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, Owner and OLSSON have executed this Agreement.

City of Mission, Kansas (Owner)

Rv.

Dy.	
Name:	
	ON, Inc. (OLSSON)
Ву:	
Ву:	
Name:	
Date:	

Exhibit "A" – Task Order TASK ORDER NUMBER

This Task Order is made as of this day									
terms and conditions established in the MAS									
SERVICES, dated (the									
Kansas (Owner) and OLSSON, Inc. (OLSSON). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:									
(Insert a brief description of the Project elements to which the Task Order Applies)									
SECTION A SCOPE OF SERVICES									
A.1. OLSSON shall perform the following Services:	:								
A.2. The following Services are not included in Additional Services if authorized or confirmed in wr		II be provided as							
A.3. In conjunction with the performance of the following submittals/deliverables (Documents) to O		I shall provide the							
SECTION B SCHEDULE									
OLSSON shall perform the Services and deliver the following schedule:	ne related Documents (if any	y) according to the							
Section C Compensation									
C.1. In return for the performance of the foregoing estimated amount of \$, payabl	-	•							
Client shall pay to Olsson for the perform personnel performing such Services Reim to by both parties. Reimbursable expensions Schedule contained in Item C.2. Olsson' expense basis, estimated not to exceed	nbursable Expenses, unless ses will be invoiced in acc 's Services will be provide	otherwise agreed cordance with the ed on a time and							

invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

C.2. Owner shall pay to OLSSON in accordance with the Schedule of Fees described in Exhibit B attached to the Master Agreement for Professional Services. Adjustments to the above Schedule of Fees will be presented to the Owner annually for approval.

C.3.	Compensation	for	Additional	Services	(if	any)	shall	be	paid	by	Owner	to	OLSSON
acco	rding to the follo	wing	g terms:										
					-								

SECTION D. - OWNER'S RESPONSIBILITIES

Owner shall perform and/or provide the following in a timely manner so as not to delay the Services of OLSSON. Unless otherwise provided in this Task Order, Owner shall bear all costs incident to compliance with the following:

Section E. - Other Provisions The parties agree to the following provisions with respect to this specific Task Order:

IN WITNESS WHEREOF, the Owner and OLSSON have executed this task order.

City of Mission, Kansas (Owner)

Бy.	
Date:	
OLSSO	ON, Inc. (OLSSON)
Ву:	

Exhibit B OLSSON 2018 Billing Rate Schedule

Classification	Bill	ing Rate Per Hour
Office Leader	\$	223.00
Industry Expert	\$	223.00
Regional Business Development Leader	\$	204.00
Technical Leader	\$	161.00
Team Leader	\$	182.00
Senior Engineer	\$	165.00
Senior Project Engineer	\$	149.00
Project Engineer	\$	134.00
Associate Engineer	\$	113.00
Assistant Engineer	\$	96.00
Senior Scientist	\$	148.00
Senior Project Scientist	\$	131.00
Project Scientist	\$	115.00
Associate Scientist	\$	94.00
Assistant Scientist	\$	77.00
Senior Planner	\$	148.00
Senior Project Planner	\$	131.00
Project Planner	\$	115.00
Associate Planner	\$	94.00
Assistant Planner	\$	77.00
Senior Landscape Architect	\$	151.00
Senior Project Landscape Architect	\$	134.00
Project Landscape Architect	\$	118.00
Associate Landscape Architect	\$	97.00
Assistant Landscape Architect	\$	79.00
Senior Construction Manager	\$	152.00
Senior Project Construction Manager	\$	137.00
Project Construction Manager	\$	121.00
Associate Construction Manager	\$	102.00
Assistant Construction Manager	\$	85.00
Design Manager	\$	132.00
Design Technical Manager	\$	132.00
Design Associate	\$	107.00
Senior Technician	\$	90.00
Associate Technician	\$	75.00
Assistant Technician	\$	64.00
Manager CA	\$	124.00
Technical Manager CA	\$	105.00
Assistant Manager CA	\$	91.00

Senior Technician CA	\$ 83.00	
Associate Technician CA	\$ 69.00	
Assistant Technician CA	\$ 58.00	
Manager CMT	\$ 116.00	
Lab Manager CMT	\$ 94.00	
Technical Manager CMT	\$ 94.00	
Assistant Manager CMT	\$ 80.00	
Senior Technician CMT	\$ 72.00	
Associate Technician CMT	\$ 61.00	
Assistant Technician CMT	\$ 52.00	
Manager NDT	\$ 146.00	
Lab Manager NDT	\$ 121.00	
Technical Manager NDT	\$ 121.00	
Assistant Manager NDT	\$ 108.00	
Senior Technician NDT	\$ 96.00	
Associate Technician NDT	\$ 82.00	
Assistant Technician NDT	\$ 69.00	
Senior Surveyor	\$ 118.00	
Survey Technical Manager	\$ 118.00	
Surveyor	\$ 91.00	
Associate Surveyor	\$ 74.00	
Assistant Surveyor	\$ 61.00	
Administrative Area Leader	\$ 156.00	
Administrative Manager	\$ 128.00	
Senior Administrative Coordinator	\$ 100.00	
Administrative Specialist	\$ 100.00	
Administrative Coordinator	\$ 81.00	
Administrative Assistant	\$ 70.00	
Office Assistant	\$ 52.00	
Secretarial	\$ 52.00	
Economic Development Specialist	\$ 104.00	
Economic Development Coordinator	\$ 86.00	
Senior Systems Specialist	\$ 151.00	
Database Manager	\$ 151.00	
CAD Manager	\$ 123.00	
BIM Manager	\$ 123.00	
Civil 3D Trainer	\$ 123.00	
Senior Computer Programmer	\$ 127.00	
Computer Programmer	\$ 105.00	
Associate Computer Programmer	\$ 86.00	
Senior Network Systems Administrator	\$ 123.00	
Network Systems Administrator	\$ 101.00	
Senior Computer Systems Coordinator	\$ 101.00	

Computer Systems Coordinator	\$ 79.00
Computer Systems Technician	\$ 66.00
Student Intern - Level 3	\$ 75.00
Student Intern - Level 2	\$ 64.00
Student Intern - Level 1	\$ 54.00
Drilling Crew	\$ 190.00