

**City of Mission
Regular Meeting Agenda
Wednesday, December 20, 2017
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

PUBLIC HEARING

1. SPECIAL PRESENTATIONS

- Presentation of Citizen Appreciation Awards
- Special Presentation to David Martin, City Attorney
- Special Presentation to Donald Chamblin, City Treasurer
- Police Department Special Presentations

2. ISSUANCE OF NOTES AND BONDS

3. 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. **If a councilmember or member of the public requests, an item may be removed from the consent agenda for further consideration and separate motion.***

CONSENT AGENDA - GENERAL

- 3a. [Minutes of the November 8, 2017 City Council Meeting](#) and
[November 20, 2017 Special City Council Meeting](#)

CONSENT AGENDA - Finance & Administration Committee

[Finance & Administration Committee Meeting Packet 12-13-17](#)
Finance & Administration Committee Meeting Minutes 12-13-17

- 3b. 2018 Property/Casualty/General Liability Renewals
- 3c. 2018 KERIT Workers Compensation Renewal
- 3d. Personnel Policy & Guidelines Update
- 3e. 2018 IT Support Services Contract
- 3f. 2018 Budget Ordinance
- 3g. Ordinance Directing City Administrator to Spend According to Budget
- 3h. 2018 CMB License Renewals
- 3i. Massage Establishment Licenses

CONSENT AGENDA - Community Development Committee

[Community Development Committee Meeting Packet 12-13-17](#)

Community Development Committee Meeting Minutes 12-13-17

- 3j. Streetlight Maintenance Contract
- 3k. Purchase of Towable Lift

COMMUNITY COMMITTEE REPORTS

Approved Minutes from Board and Commission meetings are available on the City of Mission website under the "[Agendas & Minutes](#)" tab.

4. PUBLIC COMMENTS

5. ACTION ITEMS

Planning Commission

Miscellaneous

6. COMMITTEE REPORTS

Finance & Administration, Nick Schlossmacher

[Finance & Administration Committee Meeting Packet 12-13-17](#)

Finance & Administration Committee Meeting Minutes 12-13-17

- 6a. 2018 Human Service Fund Recommendations ([page 4](#))
- 6b. 2018 Alcohol Tax Funds Recommendation ([page 16](#))
- 6c. Ordinance Establishing an Equipment Reserve and Replacement Fund ([page 33](#))
- 6d. 2017 Budget Amendments ([page 40](#))

Community Development, Kristin Inman

[Community Development Committee Meeting Packet 11-1-17](#)

Community Development Committee Meeting Minutes 11-1-17

- 6e. Civil Plan Review and Inspection Services for the Gateway ([page 45](#))
- 6f. MFAC Second Slide Addition ([page 71](#))

7. UNFINISHED BUSINESS

8. NEW BUSINESS

- 8a. January 2018 Committee Meeting Dates

9. COMMENTS FROM THE CITY COUNCIL

10. MAYOR'S REPORT

Appointments

Planning Commission:

- Burton Taylor, Ward I - New
- Brad Davidson, Ward II - Reappointment
- Jim Brown, Ward II - Reappointment
- Scott Babcock, Non-resident - Reappointment

Board of Zoning Appeals:

- Stuart Braden, Ward I
- Jim Brown, Ward II
- Robin Dukelow, Ward IV
- Mike Lee, Ward IV

11. CITY ADMINISTRATOR'S REPORT

- Year End Video

EXECUTIVE SESSION

ADJOURNMENT

Appointments

City of Mission	Item Number:	6a.
ACTION ITEM SUMMARY	Date:	October 26, 2017
Administration	From:	Brian Scott

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

RE: 2018 UCS Human Service Fund Allocation

RECOMMENDATION: Approve the 2018 UCS Human Service Fund allocation in the amount of \$7,600.

DETAILS: United Community Services of Johnson County (UCS) is an independent, non-profit corporation charged with coordinating and supporting various initiatives and programs that provide for the human service needs of Johnson County residents. One of these programs is the Human Service Fund, which provides a cost-efficient and accountable mechanism for local governments in Johnson County to support a number of services that help residents facing difficult circumstances.

The Human Service Fund awards competitive grants to non-profit agencies to assist with the operation of human service safety net programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. Components of the safety net programs that are supported by the Human Service Fund include; 1) basic needs, 2) work and income supports, and 3) health, wellness and personal safety. Some of these agencies work closely with the Mission police department in supporting residents that the department may serve.

Last year the Human Service Fund allocated \$310,965 to 14 separate agencies in Johnson County, representing a commitment of 15 participating cities and the County. The City of Mission's contribution was \$7,000.

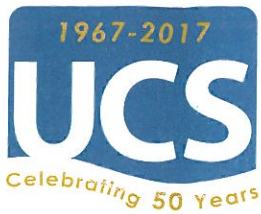
This year, the UCS Board is recommending a total allocation of \$335,930. This is an increase of \$24,965, or 8%. The City of Mission's contribution would be \$7,600. This amount has been included in the adopted 2018 budget.

The 2018 recommendations of the UCS Board for the Human Service Fund are detailed in the attached report. Approval by the Council would simply affirm the recommended agencies and amounts to be received by each. The City of Mission's contribution would be distributed proportionately among all the programs/agencies identified, unless directed otherwise by the Council.

A representative from UCS will be at the December 13 meeting to answer any questions.

CFAA CONSIDERATIONS/IMPACTS: Participation in the Human Services Fund supports the Community for All Ages initiatives by providing resources to those in our community that may be in need, whether younger or older residents.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-09-208-08
Available Budget:	\$7,600



United Community Services of Johnson County

October 17, 2017

Board Members

Michael Hockley, President
Kate Allen
Brian S. Brown
Jennifer Bruning
Tara S. Eberline
Cheryl Harrison-Lee
Rev. Lee Jost
Roxann Kerr Lindsey
Donna Lauffer
Janis McMillen, PhD
Justin Nichols
Leo J. Nunnink
Tom Robinett
Sandra Sanchez
Paul Snider
Maury L. Thompson
Kevin Tubbesing
Rick Worrel

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
Jill Quigley
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

To: Laura Smith
From: Julie Brewer, Executive Director *JKB*
RE: 2018 Human Service Fund Recommendation Report

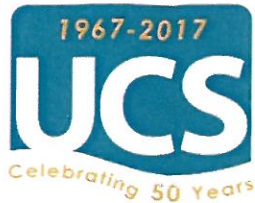
The United Community Services Board of Directors has prepared its recommendation for allocation of the 2018 Human Service Fund. The enclosed report is submitted for Mission's approval. UCS is sincerely grateful for the funding from the participating jurisdictions which resulted in a total of \$359,715. During 2018, allocations will benefit Johnson County residents who will be served through 15 programs recommended for grants. Thanks to your support, last year programs receiving Human Service Fund grants served approximately 57,570 Johnson County residents. To receive an electronic version of the document, please contact Marya Schott, maryas@ucsjoco.org.

The Human Service Fund agreement gives participating jurisdictions the authority and responsibility for approving or modifying UCS' recommendations for Human Service Fund grants. **The governing body is requested to approve the recommendations, and notify UCS no later than January 5, 2018.** After that date, the recommendations will stand as presented.

Within the next few days, Marya will contact Brian Scott regarding a representative from UCS attending the Council meeting or work session in which Mission's will consider the Human Service Fund. If you have any questions about the recommendation or process, please contact me at (913) 438-4764. We appreciate your support of this county-wide partnership. Thank you.

Enclosure: 2018 Human Service Fund Recommendation Report

cc: Brian Scott



United Community Services of Johnson County

2018 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

Board Members

Michael Hockley, President
Kate Allen
Brian S. Brown
Jennifer Bruning
Tara S. Eberline
Cheryl Harrison-Lee
Rev. Lee Jost
Roxann Kerr Lindsey
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SuEllen Fried
Ellen Hanson
Terrie Huntington
Audrey Langworthy
Jill Quigley
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

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 2018.

Together, Johnson County Government and 14 cities committed \$359,715 for the Human Service Fund in 2018. (See appendix A for list of participating jurisdictions.) These contributions directly benefit Johnson County residents who will be served through 15 programs recommended for 2018 Human Service Fund grants.

The Human Service Fund (HSF) 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. Funding recommendations represent the maximum HSF award for the calendar year, and UCS is not responsible for reductions in grant awards that may occur due to reduction in allocated funds by participating jurisdictions.

Thanks to your support, last year programs receiving Human Service Fund grants served approximately 57,570 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
January 5, 2018.**

2018 Human Service Fund Applicant History and Recommendations

Applicant	2016 Grant	2017 Grant	2018 Recommendation	Program Description
CASA of Johnson & Wyandotte Counties	\$25,465	\$32,000	\$40,000	Court-ordered intervention by trained volunteers for children determined by a judge to be a "Child in Need of Care" due to abuse or neglect, or as high concern for safety and placement. Volunteers focus on the child and submit reports to judge.
Catholic Charities of NE Kansas	\$70,000	\$70,000	\$70,000	Emergency assistance and supportive housing, including case management to meet basic needs of low-income families and help them work towards self-sufficiency.
El Centro	\$20,000	\$20,000	\$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. Promotes good health and provides OSHA workplace instruction.
Growing Futures Early Education Center	\$8,500	\$9,265	\$9,265	Scholarships for child care fees for enrolled low-income families during financial hardship, which allows parents to maintain full-time education or employment. Crisis assistance for enrolled families who need help with food and housing.
Harvesters	\$8,000	\$10,000	\$12,000	BackSnack and Kids Café program provides a backpack of food for low-income food insecure school children to take home over the weekend, and meals in afterschool locations and summer sites.
Health Partnership Clinic	\$45,300	\$42,000	\$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	\$5,000	\$6,000	Transitional housing for homeless youth and adults, including case management, budget counseling, and supportive services.
Johnson County Interfaith Hospitality Network (IHN)	\$9,000	\$9,000	\$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	\$0	\$5,000	Food, Shelter and Employment program provides array of safety-net to low-income families.
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	\$17,500	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	\$18,000	\$19,865	The Economic Empowerment Program promotes economic self-reliance for victims of domestic violence who are living in shelter, and for women in the 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	\$32,500	\$37,500	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	\$10,000	\$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	\$310,965	\$335,930	The 2017 federal poverty level for a family of three is \$20,420.

2018 Human Service Fund Recommendations

CASA of Johnson and Wyandotte Counties Funding is recommended for the Child Advocacy Program, a court-ordered program that serves children from birth to age 18. Most children in the program are those whom a Juvenile Court Judge has determined to be a “Child in Need of Care” due to abuse or neglect by parent or caretaker (commonly placed in foster care). Children may also be referred by a Family Court Judge when child safety and placement are of great concern in a high conflict divorce or separation. In these cases the judge is determining if the child can reside in a safe placement without having to be placed in state custody (foster care). A trained CASA volunteer advocate regularly meets with the child and focuses on the child’s situation (safety, mental health and education needs, etc.). The volunteer also gathers information from the parents, foster parents, social workers, attorneys, and teachers, then with the CASA supervisor, identifies service needs. CASA submits a report to the judge which includes information about the child’s statements, behavior, and interaction with parents. Court reports support the judge’s critical decisions about where child should live and what services should be court-ordered.

\$40,000
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 480 Johnson County children during 2018.

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 2018, the agency anticipates serving 34,000 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. Safety net services are provided to low-income and/or under-/uninsured Johnson County individuals and families. Services include Economic Empowerment (emergency assistance and financial education classes), Volunteer Income Tax Assistance Program, and OSHA Workplace Informational Instruction (certified classes on workplace safety and prevention of health hazards in workplace). El Centro is

\$20,000
Recommendation

moving toward a more intensive service model based upon the Financial Opportunity Center model, which incorporates strength-based case management and economic empowerment, with a focus on workforce training and development, in addition to financial literacy and coaching and income supports.

Results Projected: During 2018 El Centro expects to serve 1,340 Johnson County residents at the Olathe office. Results include meeting clients' basic needs, assisting clients in obtaining an ITIN (if needed) and filing income taxes, and educating clients about workplace safety and obtain OSHA certification training – thereby building workforce safety.

**Growing Futures
Early Education
Center**

\$9,265
Recommendation

Funding is recommended for Growing Futures' Head Start Wrap Around Care/Full Day Program which provides scholarships to assist families experiencing financial hardships and unable to pay their share of child care fees for the full day of care (7:00a.m.-5:30p.m.). This allows for continuity of early childhood care and education. The majority of children in the Wrap Around Care program are Head Start-eligible (living at 100% of federal poverty level). 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), and food.

Results Projected: Children maintain enrollment in the program even though families face financial hardship, and children will illustrate school readiness in the five Head Start Learning Framework developmental domains. During 2018 Growing Futures projects serving 100 Johnson County children with the Wrap Around Care/Full Day Program.

Harvesters

\$12,000
Recommendation

Funding is recommended to support Harvesters BackSnack program which is provided within Johnson County schools, and Kids Café which is provided in after-school locations and summer sites in Johnson County. Through the BackSnack program a backpack filled with food is provided to low-income children who take it home for the weekend. 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. During 2017-18 school year, Harvesters will collaborate with 53 schools in Johnson County for BackSnack. Harvesters delivers meals directly to Kids Café sites and provides meals at no cost to recipients. Free and reduced lunch school statistics help determine location of Kids Café sites. During 2017-18 school year, there will be 20 Kids Café sites in Johnson County.

Results Projected: In 2018, through the BackSnack program, the agency anticipates serving 1,980 Johnson County children and distributing 67,320 backpacks, and providing 27,960 meals to 2,177 children through at least 20 Kids Cafe sites. 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, 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; 56% of clients are uninsured and 34% 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. HPC also provides dental and behavioral health services. Specialty care is provided through a network of providers.

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 2018 HPC anticipates serving 12,003 Johnson County residents through 34,509 patient office visits or encounters.

Hillcrest Ministries of MidAmerica

\$6,000
Recommendation

Funding is recommended for Hillcrest’s Transitional Housing – Homeless Youth and Families program. Transitional housing for homeless youth (ages 16-21), families (children and adults), and single adults will be provided in eight apartments located in Overland Park. Hillcrest uses either the HUD or McKinney-Vento education definition of homeless (100% or below of Federal Poverty Level). The youth program provides up to 24 months of housing and services, including individual case management and budget counseling, and connection 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. Adults and families receive similar services, however, for a shorter period of time (3 months). A food and basic-needs pantry is also provided at the Overland Park facility.

Results projected: 35 homeless children/youth and adults will be provided transitional housing and achieving at least one goal from their assessment plan. Homeless youth will work toward achieving an education goal; 12 homeless adults will maintain or improve their employment.

Jewish Family Services

\$5,000
Recommendation

For the first time, Jewish Family Services is recommended for funding of the Food, Shelter, & Employment program (FS&E). This program provides low-income (at or below 150 percent of poverty) families a one-stop array of coordinated services including employment coaching, financial education, income supports, and food and emergency assistance, without regard to religious affiliation. Service delivery emphasizes an integrated approach to financial improvement.

Results projected: During 2018 the agency expects to serve 200 Johnson County residents. Clients will secure and retain employment, and improve their financial situation as evidenced by improved credit score, and increased income and sustainability.

Johnson County Interfaith Hospitality Network (JoCoIHN) 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. Services are provided by 3,300 volunteers through partnerships with 35 faith congregations.

\$9,000

Recommendation

Results Projected: During 2018 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 four months of entering the network.

Kansas Children’s Service League (KCSL) 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.

\$19,800

Recommendation

Results Projected: During 2018, 135 Johnson County individuals are expected to be served. Anticipated results are that 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).

KidsTLC Funding is recommended for KidsTLC Street Outreach Services Program (SOS) which provides intervention services to clients aged 12-24 (including young families) who are homeless or at-risk of homelessness. The primary goal is to get clients into permanent and rapid re-housing, or refer them to shelter and transitional living programs. SOS operates a crisis hotline in order to respond to youth at any time. When youth are interested in further engagement, SOS works to transition them into case management. Within case management the program focuses on educational supports, employment support, financial literacy, and mental health/health care support. In 2017 and into 2018 KidsTLC partners (or will partner) with two public school districts to provide homeless students (as defined by KS Dept. of Education which uses McKinney Vento legislation terminology) and their families with housing/utility assistance, mental health assistance, and emergency relief.

\$17,500

Recommendation

Results Projected: During 2018 the organization estimates serving 70 Johnson County residents through this program. Program results include securing housing for youth, and connecting families and youth to case management and other critical services, with a main focus on impacting youth and families within the Olathe and Shawnee Mission School Districts through their Impact Olathe and Project Home programs.

SAFEHOME 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 clients 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.

\$19,865
Recommendation

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 2018.

Salvation Army Olathe 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. In most cases, 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.

\$18,000
Recommendation

Results Projected: In addition to providing safe shelter, results include families who increase their skills or income, apply for mainstream services (SNAP, TAF, Medicaid, etc.) and move into transitional or permanent housing. The Family Lodge anticipates serving 175 Johnson County residents during 2018.

Sunflower House Funding is recommended to support the Personal Safety Education Program, a child abuse prevention education program. The program includes: 1) *Happy Bear*, an interactive play for children ages four through seven enrolled in public and private early childhood centers and elementary schools; 2) *Think First and Stay Safe*, a curriculum for grades PreK-fifth that reinforces personal and digital boundaries and emphasizes that bullying and sexual abuse are against the law; 3) *E-Safety Presentation*, targeting sixth through eighth graders and educating them on online safety topics such as sexting, bullying, child exploitation, and social networking; 4) *Keeping Kids Safe Online*, a workshop 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.

\$37,500
Recommendation

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 14,000 Johnson County residents during 2018.

**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 Talk Read Play Intensive program model, developed in 2014, will be implemented in one to two Johnson County child care programs which serve families who receive state subsidy for child care costs. Talk Read Play 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. Talk Read Play 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 Talk Read Play strategies in the classroom, distribution of Talk Read Play materials to families, and on-site parent event activities. During 2018 The Family Conservancy plans to serve 150 to 300 Johnson County residents.

2018 HUMAN SERVICE FUND GRANT REVIEW COMMITTEE

UCS Board Members

- o Jennifer Bruning, *Committee Chair*, Kansas State Alliance of YMCAs
- o Brian Brown, TeamHealth
- o Tara S. Eberline, Foulston Siefkin, LLP
- o Janis McMillen, Community Volunteer
- o Justin Nichols, Lathrop & Gage LLP
- o Sandra Sanchez, Community Volunteer

Community Members

- o Nicole Russell, Waddell & Reed Financial, Inc.
- o Rebecca Yocham, City of Lenexa

Staff support: Marya Schott, UCS Community Initiatives Director

APPENDIX A

2018 HUMAN SERVICE FUND PARTICIPATING JURISDICTIONS

JURISDICTION	CONTRIBUTION
Johnson County	\$131,775
De Soto	\$2,180
Edgerton	\$1,800
Gardner	\$6,000
Leawood	\$15,000
Lenexa	\$18,500
Merriam	\$7,600
Mission	\$7,600
Olathe	\$50,100
Overland Park	\$80,200
Prairie Village	\$7,600
Roeland Park	\$4,285
Shawnee	\$23,900
Spring Hill	\$1,800
Westwood*	\$1,375
Total from County Government & Cities	\$359,715
Interest	<u>\$1,215</u>
Subtotal	\$360,930
UCS Administration	<u>\$25,000</u>
Total Available to Allocate	\$335,930

*Westwood's contribution is pending

2018 HUMAN SERVICE FUND GUIDELINES

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 2018

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

1. Programs funded by the HSF must deliver measurable outcomes which benefit 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 and early childhood development, 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 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.

City of Mission	Item Number:	6b.
ACTION ITEM SUMMARY	Date:	November 12 , 2017
Administration	From:	Brian Scott

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

RE: 2018 Alcohol Tax Fund Allocations

RECOMMENDATION: Approve City of Mission’s 2018 Alcohol Tax Fund allocations as recommended by the Drug and Alcoholism Council in the total amount of \$30,000.

DETAILS: By statute, the State of Kansas imposes a 10 percent Liquor Drink Tax (aka Alcohol Tax) on the sale of any drink containing alcoholic liquor sold by clubs, caterers, or drinking establishments. Revenue derived from this tax is allocated 30 percent to the State and 70 percent to the city or county where the tax is collected.

The statute further stipulates that for cities of Mission’s size, the portion allocated to the local jurisdiction be proportioned in thirds, with one third to the General Fund, one third to a Special Parks and Recreation Fund, and one third to a Special Alcohol Tax Fund. The Special Alcohol Tax Fund is to support 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 1997).

Total alcohol Tax funds allocated to the City of Mission are estimated to be \$195,000 for 2018. A third of these funds - \$65,000 - will be proportioned to the City’s Special Alcohol Tax Fund. Of this amount, \$15,000 will support Mission’s DARE activities, \$14,000 will support the mental health co-responder program, and \$30,000 will be provided to agencies designated by the Drug & Alcoholism Council. Another third will be proportioned to the Special Parks and Recreation Fund and the remaining third is proportioned to the City’s General Fund.

The Drug and Alcoholism Council (DAC), a program supported by the United Community Services of Johnson County, offers grants each year to various organizations within the county that provide alcohol and drug abuse prevention and treatment programs. The grants are structured in such a manner that the grantees have access to funds from multiple participating jurisdictions. The governing body of each jurisdiction has the ultimate authority and responsibility to determine which organizations receive funds.

The total amount available to the DAC for allocation in 2018 is \$2,061,072. There were 26 applications submitted totaling \$2,149,428 in requests. The DAC reviewed each application, met with applicants, and deliberated to develop the recommendations for this year’s Alcohol Tax Fund allocations which are included in the packet.

The DAC’s recommended allocation of the City of Mission’s Alcohol Tax funds are detailed in an attachment as well. Approval of this recommendation affirms the DAC’s recommended allocations.

Related Statute/City Ordinance:	K.S.A 79-41a04
Line Item Code/Description:	09-90-201-01
Available Budget:	\$30,000

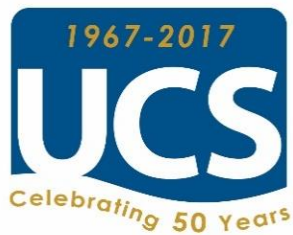
City of Mission	Item Number:	6b.
ACTION ITEM SUMMARY	Date:	November 12 , 2017
Administration	From:	Brian Scott

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

CFAA CONSIDERATIONS/IMPACTS: The Alcohol Fund supports activities and programs that provide services for people of all ages. These programs range from teaching children the dangers of drugs and alcoholism to helping teens and adults overcome their addictions and be positive contributors to society.

Related Statute/City Ordinance:	K.S.A 79-41a04
Line Item Code/Description:	09-90-201-01
Available Budget:	\$30,000

2018 ATF Distribution	Mission: \$30,000
UCS Administration	\$1,441
Shawnee Mission School District	\$449
Lorraine's House	\$247
Prefered Family Healthcare	\$1,771
Friends of Recovery	\$741
The Family Conservancy	\$549
Heartland Regional Alcohol & Drug Assessment Center	\$2,256
Cornerstones of Care	\$890
Jo County Mental Health Center - Adolescent Center for Treatment	\$3,759
Jo County Mental Health Center - Adult Detoxification Unit	\$3,983
Jo County Mental Health Center - Adult Dual Diagnosis	\$2,447
Jo County Mental Health Center - Prevention Services	\$1,400
Johnson County Court Services	\$2,012
First Call	\$445
SAFEHOME	\$379
Johnson County Dept. of Corrections	\$160
KidsTLC	\$687
KVC	\$1,038
Mirror, Inc.	\$2,610
Johnson County District Attorney	\$615
Artists Helping the Homeless	\$2,121
Total	\$30,000
Source: United Community Services of Johnson County 913-438-4764	



United Community Services of Johnson County

2018 ALCOHOL TAX FUND RECOMMENDATIONS REPORT

DRUG and ALCOHOLISM COUNCIL OF JOHNSON COUNTY

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

Executive Director

Julie K. Brewer

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 18, 2017.

Together, Johnson County Government and nine cities committed \$2,061,072 for 2018 ATF (*listed on page 11*). Twenty-five applications plus UCS administration fee totaled \$2,149,428 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 programs, contact Marya Schott, UCS Community Initiatives Director, 913-438-4764, maryas@ucsjoco.org.

Applicant	2016 Allocation	2017 Allocation	2018 Request	2018 Recommendation
Blue Valley USD 229	\$59,450	\$57,770	\$55,175	\$55,175
De Soto USD 232	\$24,750	\$22,775	\$21,584	\$21,584
Olathe USD 233	\$49,125	\$43,000	\$59,078	\$59,078
Shawnee Mission USD 512	\$45,000	\$27,000	\$27,000	\$27,000
Spring Hill USD 230	\$23,060	\$23,060	\$22,560	\$22,560
Artists Helping Homeless	\$10,000	\$10,000	\$25,000	\$25,000
Boys and Girls Club	\$10,000	\$10,000	\$15,000	\$15,000
Cornerstones of Care	\$60,000	\$55,000	\$60,000	\$60,000
First Call	\$25,000	\$26,500	\$30,000	\$30,000
Heartland RADAC	\$117,000	\$152,128	\$152,128	\$152,128
JoCo Court Services	\$102,245	\$90,536	\$141,377	\$141,377
JoCo Dept. of Corrections	\$12,410	\$12,410	\$12,300	\$12,300
JoCo District Attorney	\$8,250	\$6,000	\$7,250	\$7,250
JoCo MHC Prevention	\$100,000	\$100,000	\$110,000	\$100,000
SAFEHOME	\$20,706	\$22,386	\$25,570	\$25,570
The Family Conservancy	\$35,550	\$37,000	\$37,000	\$37,000
Subtotal	\$702,546	\$695,565	\$801,022	\$791,022
Friends of Recovery	\$40,000	\$50,000	\$50,000	\$50,000
JoCo MHC Adolescent Center for Tx.	\$253,510	\$253,510	\$253,510	\$253,510
JoCo MHC Adult DeTox Unit	\$268,581	\$268,581	\$278,581	\$268,581
JoCo MHC Dual Diagnosis Adult Outpatient	\$108,885	\$140,000	\$165,000	\$165,000
KidsTLC	\$44,613	\$45,657	\$46,315	\$46,315
KVC Behavioral HealthCare			\$125,000	\$70,000
Lorraine's House			\$30,000	\$16,644
Marillac	\$30,000			
Mirror Inc.	\$132,000	\$176,000	\$176,000	\$176,000
Preferred Family Healthcare	\$102,000	\$102,000	\$125,000	\$125,000
Subtotal	\$979,589	\$1,035,748	\$1,249,406	\$1,171,050
Total	\$1,682,135	\$1,731,313	\$2,050,428	\$1,962,072
UCS Administration Fee	\$98,000	\$99,000	\$99,000	\$99,000
Total allocation/request & UCS Adm.	\$1,780,135	\$1,830,313	\$2,149,428	\$2,061,072

2018 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: \$55,175

Recommendation: \$55,175

The DAC recommends Blue Valley School District be awarded \$55,175 to support funding for continuation of Sobriety Support groups led by therapists from outside the district; 15 Building Drug and Alcohol Coordinators and two district coordinators; substitutes during coordinators' meetings; *AlcoholEdu* (an on-line program implemented in all high schools and the Academy); curriculum and assessment tools for *Reconnecting Youth*, and drug assessments of students suspended for drug related offenses. During the 2017-18 school year, the district anticipates serving approximately 13,764 adults and students through ATF supported programs.

De Soto School District

Request: \$21,584

Recommendation: \$21,584

The DAC recommends the De Soto School District be awarded \$21,584 to support implementation of *Too Good for Drugs* (elementary and middle school students), *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 the 2017-18 school year, the district anticipates serving approximately 10,514 adults/parents and 7,008 youth/students through ATF supported programs.

Olathe School District

Request: \$59,078

Recommendation: \$59,078

The DAC recommends the Olathe School District be awarded \$59,078 to support the implementation of *Second Step* (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 who are identified by school), *AlcoholEdu* (all high schools), and *Life Skills* (delivered in an alternative program for grades 8-

12). During the 2017-18 school year the district anticipates serving approximately 9,400 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 the 2017-18 school year the district anticipates serving approximately 1,566 students through this ATF supported program.

Spring Hill School District

Request: \$22,560

Recommendation: \$22,560

The DAC recommends the Spring Hill School District be awarded \$22,560 to support four evidence-based programs: *Project Alert* (7th grade), *Al's Pals: Kids Making Health Choices* (kindergarten), *AlcoholEdu* (9th grade), and *Peer Assistance and Leadership* (high school). Funding also includes support of *Students Against Destructive Decisions* (SADD – high school), and the district's Mental Health Social Worker who provides support to students in grades 6-12. During the 2017-18 school year the district anticipates serving 2,320 students through ATF supported programs.

Note: Gardner Edgerton School District did not apply for 2018 ATF support.

Community-based Programs

Artists Helping the Homeless

Request: \$25,000

Recommendation: \$25,000

The DAC recommends Artists Helping the Homeless (AHH) be awarded \$25,000 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 housing, 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 over 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 2018 Artists Helping the Homeless anticipates serving 200 Johnson County residents.

Boys and Girls Club

Request: \$15,000

Recommendation: \$15,000

The DAC recommends the Boys and Girls Club be awarded \$15,000 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 325 Olathe youth during 2018; target schools are Central Elementary, Oregon Trail Middle School, Washington Elementary, and Olathe North High School.

Cornerstones of Care Request: \$60,000

Recommendation: \$60,000

The DAC recommends that Cornerstones of Care be awarded \$60,000 for the implementation of Functional Family Therapy, an evidence-based in-home family intervention program which addresses a variety of problems facing at-risk youth and their families. In previous years FFT was provided by Gillis Center, one of several organizations which in 2017 merged under the umbrella of Cornerstones of Care. ATF supports FFT for youth who have an identified problem with substance abuse (identified by family or referrals source such as the Juvenile Intake and Assessment Center, Court Services, District Court and the Johnson County Department of Corrections). During 2018 Cornerstones anticipates serving 70 Johnson County youth and families whose problems are related to substance abuse.

First Call Alcohol/Drug Prevention & Recovery

Request: \$30,000

Recommendation: \$30,000

The DAC recommends that First Call be awarded \$30,000 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) Educational presentations which target school-aged youth and the general community.

First Call anticipates serving 629 Johnson County residents during 2018.

Heartland Regional Alcohol & Drug Assessment Center (RADAC)

Request: \$152,128

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. During 2018 Heartland RADAC anticipates serving 129 Johnson County clients.

Johnson County Court Services, Juvenile Drug Court and Minor-In-Possession

Request: \$141,377

Recommendation: \$141,377

The DAC recommends that Johnson County Court Services be awarded \$141,377 to support the salary and benefits for two Court Service Officers who supervise clients in the Juvenile Drug Court, the Minor-In-Possession (MIP) program, and other clients who receive drug/alcohol contracts. 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. The other juvenile cases with drug/alcohol contracts are those that do not reach the higher level of drug court, nor the lower level of MIP. During 2018, Court Services anticipates serving 629 Johnson County youth in these programs.

The Johnson County Department of Corrections

Request: \$12,300

Recommendation: \$12,300

The DAC recommends the Department of Corrections be awarded \$12,300 to support the Voucher Assistance program which supports substance use disorder evaluations and treatment for adult offenders who face financial barriers to obtaining those services. Voucher assistance will be provided to adults in the Adult Residential Center (ARC), adults who are under Intensive Supervision, and adults on House Arrest or Bond Supervision. Evaluation and treatment services will be provided by Court approved providers and providers who are working under contract at the Adult Residential Center. Corrections anticipates serving 55 Johnson County clients during 2018.

Johnson County District Attorney

Request: \$7,250

Recommendation: \$7,250

The DAC recommends the Johnson County District Attorney be awarded \$7,250 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 30 Johnson County participants during 2018.

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 (1.5 FTE) 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 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. During 2018 Prevention Services anticipates serving 3,560 Johnson County residents.

SAFEHOME

Request: \$25,570

Recommendation: \$25,570

The DAC recommends SAFEHOME be awarded \$25,570 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), drug testing and bio waste disposal, and professional conferences/training. The organization anticipates serving 94 Johnson County participants during 2018.

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 Johnson County childcare centers that serve families at or below the Federal Poverty Level, and for substance abuse screening and education for all Johnson County 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. During 2018 the agency anticipates serving 470 Johnson County residents.

Treatment and Recovery

Alcohol Tax Funds are recommended to support nine 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 provide case management (education, mediation, mentorship, crisis intervention and advocacy) for individuals living in Oxford Houses, and for costs such as office space, printing, audit and supplies. Oxford Houses serve individuals who often have limited resources, and are seeking a supportive environment within which to recover from substance abuse. Friends of Recovery operates 36 Oxford Houses in Johnson County. During 2018 FORA anticipates serving approximately 374 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. This 30-bed facility 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. Clinicians use Mapping-Enhanced Counseling and *Thinking For Change*. ACT offers a sliding fee scale to ensure that no clients are turned away due to financial reasons. During 2018 ACT anticipates serving 57 Johnson County youth.

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

Request: \$278,581

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 2018 the Mental Health Center ADU anticipates serving 433 clients from Johnson County.

Johnson County Mental Health Center, Dual Diagnosis Adult Outpatient Program

Request: \$165,000

Recommendation: 165,000

The DAC recommends that the Johnson County Mental Health Center's Dual Diagnosis Adult Outpatient Program be awarded \$165,000 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) on a limited basis for clients with Opioid Use Disorder and/or Alcohol Use Disorders who are 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 2018, 514 Johnson County residents are anticipated to be served through the Dual Diagnosis program.

KidsTLC

Request: \$46,315

Recommendation: \$46,315

KidsTLC is licensed by the State of Kansas as a Psychiatric Residential Treatment Facility (PRTF). The DAC recommends that KidsTLC be awarded \$46,315 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, Eye Movement Desensitization and Reprocessing (EMDR), and Dyadic Developmental Psychotherapy (DDP) 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 2018 the agency projects serving 49 Johnson County youth.

KVC Behavioral HealthCare

Request: \$125,000

Recommendation: \$70,000

The DAC recommends KVC Behavioral HealthCare be awarded \$70,000 for Family Substance Abuse Recovery Services. This new pilot program will serve Johnson County families who have had children removed from their home (e.g. children are in foster care) and have been assessed by KVC case managers, or are referred by Kansas Department of Children and Families (DCF). During the family assessment, family members will be screened using UNCOPE. If there is indication of substance abuse, there will be a referral to KVC's Licensed Addiction Counselor (LAC) for the KS Client Placement Criteria (KCPC) to be administered. If need for treatment is determined as result of the KCPC, KVC will provide outpatient in-home treatment for families willing to participate. Other options include referring families to local support groups, and in-patient therapy. During 2018 KVC anticipates serving 100 Johnson County adults.

Lorraine's House

Request: \$30,000

Recommendation: \$16,644

The DAC recommends Lorraine's House be awarded \$16,644. Founded in 2016 by Lucy Brown, LAC, CADC III, CIP, CDWF with Avenues to Recovery, Lorraine's House is a structured transitional living program for women recovering from addiction. The target population is women who are transitioning from residential treatment, incarceration, unhealthy living environments or detox. Residents are expected to follow house rules, pay rent, be employed (or actively seeking employment), remain abstinent, and participate in recovery oriented groups. Referral sources include Heartland Regional Alcohol and Drug Assessment Center, Johnson County Mental Health Detox, Preferred Family Healthcare, Connect KC, and former residents. During 2018 Lorraine's House anticipates serving 30 Johnson County residents.

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 health disorder). Mirror is a statewide organization which provides residential addiction services in three communities, and has provided substance abuse services in Johnson County for 19 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 2018, with its ATF grant, Mirror anticipates serving 66 Johnson County residents who have co-occurring disorders.

Preferred Family Healthcare, Inc.

Request: \$125,000

Recommendation: \$125,000

The DAC recommends that Preferred Family Healthcare (PFH) be awarded \$125,000 to support the delivery of outpatient substance abuse treatment and treatment for co-occurring disorders of substance abuse and mental health disorders to Johnson County residents with limited or no resources to pay for services (e.g. uninsured, indigent and low-income residents). Treatment interventions include Cognitive Behavioral Therapy, Trauma-Focused Cognitive Behavioral Therapy, Motivational Interviewing, Motivational Enhancement Therapy and Somatic Experiencing. Preferred Family Healthcare is a Johnson County Court approved provider for substance abuse services. The lowest fee on PFH's sliding fee scale is \$5/session, however, with approval of the clinical supervisor, individuals with extenuating circumstances who are unable to pay the fee based upon the sliding scale, are not assessed any fees, with the exception of drug/alcohol testing. ATF support in 2018 is contingent upon Preferred Family Healthcare maintaining this fee policy, and continuing to be a court approved provider. During 2018 Preferred Family Healthcare projects serving 1,041 Johnson County residents.

**2018 Alcohol Tax Fund
Participating Jurisdictions**

Jurisdiction	Amount
Johnson County Government	\$131,872
City of Gardner	\$19,200
City of Leawood	\$325,000
City of Lenexa	\$130,000
City of Merriam	\$22,000
City of Mission	\$30,000
City of Olathe	\$215,000
City of Overland Park*	\$1,065,000
City of Prairie Village	\$40,000
City of Shawnee	\$83,000
Total Alcohol Tax Fund	\$2,061,072

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 2018

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

By legislative mandate, ATF dollars must be used to fund programs “whose principal purpose is alcoholism and drug abuse prevention and education, alcohol and drug detoxification, intervention in alcohol and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.” KSA §79-41a04 (as amended).

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 treatment and recovery, and provide linkage to community supports.

Applications are 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

2017 DRUG and ALCOHOLISM COUNCIL of JOHNSON COUNTY

*Ryan Erker, Chair, Erker Law **

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

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

*Marcy Knight, Immediate Past-Chair, Attorney, City of Shawnee Representative**

*Wendy Biggs, M.D., University of Kansas Medical Center, Grant Review Committee Chair **

*Nikki Green, Shawnee Mission Medical Center, Grant Review Committee Chair **

*Major David Brown, Lenexa Police Department, City of Lenexa Representative, Grant Review
Committee Co-Chair**

*Cathy Lawless, Community Volunteer, City of Leawood Representative, Grant Review
Committee Co-Chair**

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

*Jen Jordan-Spence, City of Gardner, City of Gardner Representative**

Robert Kordalski, Jr., De Soto School District ♦

*Emily Meissen-Sebelius, Children's Mercy Hospital, City of Prairie Village Representative**

*Jaime Murphy, Overland Park Municipal Court, City of Overland Park Representative**

*Liana Riesinger, Francis Family Foundation, City of Mission Representative**

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

Robert Sullivan, Johnson County Manager's Office ♦

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

* Denotes 2018 ATF Grant Review Committee member

♦ Denotes Non-Voting Ex-Officio member

Staff Support:
Marya Schott, UCS Community Initiatives Director

City of Mission	Item Number:	6c.
ACTION ITEM SUMMARY	Date:	November 21, 2017
Administration	From:	Brian Scott

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

RE: Establishment of an Equipment Reserve and Replacement Fund

RECOMMENDATION: Establish the Equipment Reserve and Replacement Fund and authorize a transfer of \$200,000 from the General Fund to the Equipment Reserve and Replacement Fund.

DETAILS: During the development of the 2017 budget, staff discussed with the City Council the establishment of an Equipment Reserve and Replacement Fund. Kansas Statutes Annotated 12-1,117 allows municipalities to establish an Equipment Reserve and Replacement Fund as a financing mechanism to build up reserve monies for the routine replacement of city vehicles and equipment. By setting aside funds each budget year, the City can build a reserve account to finance the future purchase of a single piece of equipment or a group of vehicles that may otherwise prove infeasible to be purchased from the General Fund in a given budget year.

Utilizing a reserve fund as a financing mechanism will allow the City to more systematically plan for the replacement of vehicles and equipment and potentially avoid costs associated with financing through lease-purchase arrangements. In addition to the ordinance which establishes the Equipment Reserve and Replacement Fund, staff has drafted a finance policy to guide the implementation and administration of the fund.

The 2017 Budget originally reflected a transfer of \$250,000 from the General Fund to the Equipment Reserve and Replacement Fund. The transfer was reduced to \$200,000 in November as part of cost savings identified to fund increases in the 2018 health insurance package. The 2018 budget includes a transfer to this fund in the amount of \$100,000.

CFAA: N/A

Related Statute/City Ordinance:	K.S.A. 12-1,117
Line Item Code/Description:	Fund 20 Equipment Reserve and Replacement Fund
Available Budget:	\$200,000

City of Mission Finance Policies and Procedures

Title: Equipment Reserve and Replacement Fund	
Chapter: Section:	Prepared By: Brian Scott, Assistant City Administrator / Finance Dir.
Date of Adoption: December 1, 2017	Approved By: Laura Smith, City Administrator
Date of Last Rev.: December 1, 2017	Authority Ref.: K.S.A 12-1,117 Ordinance _____

I. Purpose

The City utilizes various pieces of equipment to effectively provide services to its citizens. Equipment may include, but is not necessarily limited to, vehicles and trucks, heavy-equipment, inland marine, and technology related equipment (including software). As this equipment reaches the end of its useful life, the replacement cost can be significant, placing a burden on the operating budget for that given fiscal year.

The Equipment Reserve and Replacement Fund will serve as a financing mechanism by which the City can routinely and systematically set aside funds each year for the replacement of equipment in a timely and effective manner.

II. Policy

The City of Mission shall establish and maintain an Equipment Reserve and Replacement Fund within in its chart of accounts.

The Equipment Reserve and Replacement Fund shall serve as a financing mechanism to build up reserve monies for the routine and systematic replacement of equipment including but not limited to vehicles and trucks, heavy-equipment, inland marine, and technology related equipment (including software) city vehicles, and technology equipment.

III. Scope

The following provisions shall outline the parameters for the use of the Equipment and Replacement Fund.

- A. Minimum Value Equipment. The Equipment Reserve and Replacement Fund shall be utilized for the routine and systematic replacement of equipment with an initial value of \$10,000 or greater.
- B. Where Other Funding Sources Do Not Exist. The Equipment Reserve and Replacement Fund shall be utilized for the routine and systematic replacement of equipment when a distinct and pre-designated funding source such as a special sales tax does not already exist.
- C. Combining with Other Funding Sources. Where applicable, funds from the Equipment Reserve and Replacement Fund may be utilized with other funds such as lease-purchase proceeds or grants to purchase equipment.

IV. Procedure

The following provisions shall outline the administration of the Equipment Reserve and Replacement Fund.

- A. Equipment Replacement List. The Administration Department will maintain an “Equipment Replacement List” for all current equipment eligible for replacement through the Equipment Reserve and Replacement Fund. The Equipment Replacement List will include the original purchase price of the equipment, the expected life of the equipment, and the annual depreciated value of the equipment.

The annual depreciated value for each piece of equipment will include an inflationary modifier so as the total depreciated value plus the inflationary modifier shall equal the replacement value of the equipment when the expected life of the equipment has been reached.

The Equipment Replacement List will be reviewed annually as part of the process for developing the Capital Improvement Program. Adjustments in the life expectancy, depreciated value, or inflationary modifier will be made if appropriate.

- B. Annual Budgeting of Reserve Funds. The total depreciated value in a given year for any equipment on the Equipment Replacement List will become an “Equipment Reserve Account” line item in the operating budget of the respective department that utilizes the equipment. The Equipment Reserve line item in each department budget will be summarized as a transfer in that year’s budget from the General Fund to the Equipment and Replacement Fund.

- C. Accounting of Equipment Reserve. The Administration Department will be responsible for allocating the Equipment Reserve value to the appropriate piece of equipment on the Equipment Replacement List so as there is an accounting for the reserve of funds for each piece of equipment to be replaced.
- D. Purchase of Equipment. When a given piece of equipment reaches the end of its useful life, it will be evaluated for replacement. If to be replaced, funds for replacement will be budgeted in the annual budget for that year, and such funds withdrawn directly from the Equipment Reserve and Replacement Fund at the time of purchase.
- E. Delay of Replacement. If it is decided that the purchase of a piece of equipment can be delayed when it reaches the end of its useful life, then the balance for the equipment shall remain until the equipment is purchased.
- F. No Replacement. If it is decided that a piece of equipment will not be replaced when it reaches the end of its useful life, then the total accumulated depreciated value of that equipment will be reallocated to other equipment that is being accounted for in the Equipment Reserve and Replacement fund so as to reduce the required budget reserve.
- G. Surplus Proceeds. Proceeds from the sale of individual pieces of equipment will be deposited into the Equipment Replacement and Reserve Fund and used, where applicable, to reduce the total required budgeted reserve amount for the future replacement of the equipment that was purchased to replace the equipment that was sold.

If a piece of equipment is to be sold and not replaced, the proceeds from the sale of that equipment will be deposited in the Equipment Replacement and Reserve Fund for use in purchasing other equipment.

V. Responsibilities

The Administration Department will be responsible for administering the Equipment Reserve and Replacement Fund. The department will work in consultation with other departments to ensure the accuracy of the Equipment

Replacement List, the budgeting of Equipment Reserves each fiscal year, and the actual purchase of equipment.

VI. Definitions

The following definitions shall apply in the administration of the Equipment Reserve and Replacement Fund.

Equipment Reserve and Replacement Fund - A fund within the City's financial structure established for the purpose of accounting for funds that are set aside each year for the routine replacement of equipment.

Equipment Replacement List - A list of existing equipment that accounts for the depreciation of equipment over its useful life thereby identifying how much should be set-aside each year for the eventual replacement of the vehicle.

Equipment Reserve Account - An account for the purpose of identifying funds that are to be budgeted in a given fiscal year for a reserve allocation to the Equipment Reserve and Replacement Fund.

CITY OF MISSION

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING AN EQUIPMENT RESERVE AND REPLACEMENT FUND FOR THE CITY OF MISSION, KANSAS.

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

SECTION 1. Policy Objective. It is the policy objective of the Governing Body that an Equipment Reserve and Replacement Fund shall be established and utilized as a financing mechanism to secure the planned and orderly acquisition and replacement of equipment necessary for the efficient and effective operation of the City. It is further the intent of the Governing Body to annually budget revenues sufficient to (a) finance the acquisition of the new equipment needed in the current year, and (b) to set aside an appropriate reserve amount to finance future replacements and acquisitions.

SECTION 2. Fund Establishment. In accordance with the provisions of Kansas Statutes Annotated 12-1, 117 and amendments thereto, there is hereby established an Equipment Reserve and Replacement Fund, which shall be used by the City of Mission, Kansas to finance the acquisition and replacement of equipment necessary for the efficient and effective performance of the various functions and services of the City of Mission, Kansas. For the purpose of the ordinance, equipment shall include, but not be limited to, vehicles and trucks, heavy-equipment, inland marine, and technology related equipment (including software), which the City of Mission, Kansas is authorized to purchase for municipal purposes.

SECTION 3. Investment. Moneys in said Equipment Reserve and Replacement Fund shall be invested in accordance with the provisions of the Kansas Statutes Annotated 10-131 and amendments thereto, with interest earnings credited to said fund.

SECTION 4. Take Effect. 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 20th day of December 2017.

APPROVED BY THE MAYOR this 20th day of December 2017.

Steve Schowengerdt, Mayor

(SEAL)

ATTEST:

Martha Sumrall, City Clerk

City of Mission	Item Number:	6d.
ACTION ITEM SUMMARY	Date:	November 21, 2017
Administration	From:	Brian Scott

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

RE: Amendments to the 2017 Budget

RECOMMENDATION: Approve the resolution to amend the maximum expenditure limits for the Equipment Reserve and Replacement Fund, the Capital Improvement Fund and the Mission Crossing Tax Increment Financing / Community Improvement District Fund in the 2017 Budget.

DETAILS: The adopted annual budget establishes the maximum expenditure authority for each fund or taxing authority for that particular fiscal year. Exceeding these expenditures without formally amending the budget is a violation of Kansas budget statutes. Furthermore, state laws require that a public hearing be held when amending the budget. A public hearing has been scheduled for the Finance and Administration Committee meeting on December 6th, and the attached notice was published in the Legal Record on November 28, 2017.

The amendments are not the result of unanticipated or unauthorized expenditures, but rather reflect policy decisions that were made during the budget process, project financing opportunities that were recognized after the budget was adopted, or, in the case of the Mission Crossing TIF/CID Fund, a revenue source that continues to mature. In particular, the following funds are to be amended:

Equipment Reserve and Replacement Fund: The Equipment Reserve and Replacement Fund has been established for the 2017 budget year as a financing mechanism to build up reserve monies for the routine replacement of city vehicles and equipment. By setting aside funds each budget year, the City can build a reserve account that can be utilized when a large purchase needs to be made of either a single piece of equipment such as a street sweeper or front loader, or when multiple vehicles need to be purchased in one year such as the replacement of front-line police vehicles. Utilizing a reserve fund as a financing mechanism will allow the City to more systematically plan for the replacement of vehicles and potentially avoid costs associated with financing through lease-purchase arrangements.

Capital Improvement Fund: The Capital Improvement Fund accounts for significant capital projects that do not have a dedicated funding source, such as the Parks and Recreation sales tax or Street sales tax. Though the City tries to plan for large infrastructure project several years in advance, funding awards do not always line up appropriately with our annual budget process. The reconstruction of Foxridge (56th to 51st Street) is a case in point. The City learned, after the 2017 budget was adopted, that its application for project funding through the County Area Road System (CARS) had been granted, making the project feasible for funding in the 2017 budget. The fund's

Related Statute/City Ordinance:	K.S.A. 79-2929a(a)
Line Item Code/Description:	Fund 20 Equipment Reserve and Replacement Fund Fund 25 Capital Improvement Fund Fund 60 Mission Crossing TIF/CID Fund
Available Budget:	Fund 20 - \$200,000, Fund 25 - \$1,964,842 and Fund 60 - \$324,378

City of Mission	Item Number:	6d.
ACTION ITEM SUMMARY	Date:	November 21, 2017
Administration	From:	Brian Scott

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

expenditure authority needs to be increased to account for the total cost of the project, of which a portion is reimbursed through the CARS program.

Mission Crossing Tax Increment Financing / Community Improvement Fund: The Mission Crossing Tax Increment Financing (TIF) District was established in 2010. The City began collecting sales tax increment from the development in 2013. The full property tax increment was not collected until this current year when the Wellstone development was fully realized on the tax rolls. Amending the 2017 Budget will recognize and account for the full TIF receipts received from this this project, and will become the basis for a history of future receipts and expenditures. These revenues are paid to the developer to reimburse for costs associated with the development.

Budget amendments are established through the attached resolution.

This is a public hearing, and as such the Chair of the Finance and Administration will need to formally open up the public hearing and take comments from those in attendance. Once completed, the public hearing will need to be closed.

CFAA: N/A

Related Statute/City Ordinance:	K.S.A. 79-2929a(a)
Line Item Code/Description:	Fund 20 Equipment Reserve and Replacement Fund Fund 25 Capital Improvement Fund Fund 60 Mission Crossing TIF/CID Fund
Available Budget:	Fund 20 - \$200,000, Fund 25 - \$1,964,842 and Fund 60 - \$324,378

CITY OF MISSION

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF MISSION, KANSAS AMENDING THE MAXIMUM EXPENDITURE AUTHORITY FOR THE 2017 BUDGET FOR THE CITY OF MISSION, KANSAS FOR THE EQUIPMENT RESERVE AND REPLACEMENT FUND, THE CAPITAL IMPROVEMENT FUND, AND THE MISSION CROSSING TAX INCREMENT FINANCING (TIF) FUND AND CORNERSTONE COMMONS COMMUNITY IMPROVEMENT DISTRICT (CID) FUND.

WHEREAS, the Equipment Reserve and Replacement Fund has been established in the 2017 budget year as a funding mechanism to secure the planned and orderly acquisition and replacement of equipment necessary for the efficient and effective operation of the City, and funds have been budgeted in the 2017 budget as a transfer from the General Fund to the newly established Equipment Reserve and Replacement Fund; and

WHEREAS, the City was awarded match funding from the County Area Road System (CARS) program for the reconstruction of Foxridge from 56th Street to 51st Street after the 2017 Budget was adopted; and

WHEREAS, the TIF property receipts budgeted in the Mission Crossing TIF Fund in the 2017 Annual Budget were less than the actual amount received in the 2017 fiscal year, which receipts are remitted to the developer in accordance with the development agreement; and

WHEREAS, the proposed amendments are not the result of any unexpected or unauthorized expenditures; and

WHEREAS, in accordance with state law, the City of Mission conducted a public hearing and has prepared the necessary documents to amend the 2017 Budget to establish and budget for the Equipment Reserve and Replacement Fund and increase expenditure limits in the Capital Improvement Fund and the Mission Crossing TIF Fund.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF MISSION:

Section 1. That the maximum expenditure authority in the 2017 Budget for the following funds has been established as:

Equipment Reserve and Replacement Fund:	\$ 200,000
Capital Improvement Fund:	\$ 1,964,842
Mission Crossing TIF Fund:	\$ 324,378

PASSED AND APPROVED BY THE CITY COUNCIL this 20th day of December 2017.

APPROVED BY THE MAYOR this 20th day of December 2017.

Steve Schowengerdt, Mayor

ATTEST:

Martha M. Sumrall
City Clerk

**Notice of Budget Hearing for Amending the
2017 Budget**

The governing body of

City of Mission

will meet on the day of December 13, 2017 at 6:30 p.m. at Mission City Hall, 6090 Woodson, Mission, Kansas 66202 for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Clerk's Office, Mission City Hall, 6090 Woodson, Mission, KS 66202 and will be available at this hearing.

Summary of Amendments

Fund	2017 Adopted Budget			2017 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Equipment Reserve Fund			0	200,000
Capital Improvement Fund			1,027,324	1,964,842
TIF Fund			250,000	324,378
			0	0
			0	0
			0	0

Brian Scott

Official Title: Asst. City Administrator/Dir. of Finance

City of Mission	Item Number:	6e..
ACTION ITEM SUMMARY	Date:	November 17, 2017
Administration	From:	Brian Scott

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

RE: An agreement with GBA for civil engineering plan review and inspections services related to the Gateway development project.

RECOMMENDATION: Authorize the Mayor to execute an agreement with GBA for civil engineering plan review and inspection services associated with the Gateway development project for Phase I in an amount not to exceed \$312,746.

DETAILS: In anticipation of the Gateway development project moving toward construction, staff evaluated the resources that would be necessary for the City to see the project through to a successful completion. These primarily entail plan review and inspection services for both the buildings themselves and the associated site-work (both on-site and off-site) around the buildings.

In previous iterations of the project, Johnson County's Department of Planning, Development and Codes was to provide plan review and building inspection services as an addendum to the existing interlocal agreement between the City and the County that was in place at the time. GBA was to provide civil engineering plan review and inspection services for the project and Konrath was to provide overall project management.

Since the interlocal agreement with Johnson County is no longer in place, staff developed a Request For Proposals (RFP) this summer to solicit plan review and building inspection services. Ultimately, FSC, Inc., a building and structural engineering consulting firm, was selected and the City entered into an agreement with them in August.

With the plan review and building inspection services in place, staff turned its attention to re-engaging GBA on this project and developing a new scope of work for the civil engineering plan review and inspections. After an initial meeting with FSC and subsequent meetings with staff, GBA has developed the attached scope of work for their services in association with Phase I of the Gateway Development project.

The scope of services related to plan review will include:

- Review of site plans and civil engineering plans submitted by the developer's architects and/or engineers for compliance with local and state codes and generally accepted engineering practices.
- Meeting prior to submittal to review preliminary plans, answer questions, and address concerns.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	N/A
Available Budget:	N/A

City of Mission	Item Number:	6e..
ACTION ITEM SUMMARY	Date:	November 17, 2017
Administration	From:	Brian Scott

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

- Preparing plan review with comments submitted to the design professionals.
- Preconstruction meeting with design professionals and contractor.
- On-site observations.

In addition to plan review services, a separate scope of work has been developed for more routine observations or inspection services. These include:

- Preparation for pre-construction meeting.
- Serve as a point of contact between contractor and City with KDOT in regards to work performed within Shawnee Mission Parkway.
- Serve as a point of contact between contractor and City and various utilities.
- Routine observations to determine whether the contractor is adhering to the design and specifications of the work.
- Routine observations of utility work that is completed both on-site and off-site.
- Routine observations of construction activity to ensure property traffic control and erosion control.
- Maintaining field notes of construction of activities.

The estimated total cost for Phase I services is \$312,746. The proposed cost is a not-to-exceed amount, and GBA will bill on an hourly basis. Though these costs are only for Phase I, it is anticipated that much of the improvements, both on-site and off-site, will be completed in Phase I so the costs have been developed with that in mind.

The approved development agreement requires the Developer to reimburse the City for up to \$500,000 in plan review, inspection and permitting fees.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	N/A
Available Budget:	N/A

Professional Service Agreement

This Agreement (“Agreement”) is entered into on the 5 January 2018, between City of Mission, CITY, and George Butler Associates, Inc., ENGINEER. The parties to this Agreement are referred to individually as a “Party” and collectively as the “Parties.”

In consideration of the acts and promises contained in this Agreement and other valuable consideration, the Parties agree as follows:

SECTION 1 - PROJECT

The City of Mission has determined to the satisfaction of its Governing Body that George Butler Associates, Inc. is qualified to undertake and perform design review and construction observation for the Gateway development and hereby selects and hereby employs the ENGINEER to perform professional services including design review and construction observation for the Gateway development project (hereinafter referred to as the “Project”).

SECTION 2 - SCOPE OF SERVICES

A. BASIC SERVICES.

Upon execution of this Agreement by the CITY or on such other schedule contained herein, the ENGINEER shall provide the following services (“Services”) pertaining to the Project as basic Services (“Basic Services”):

1. Plan review services as detailed in Exhibit B.
2. Construction Observation services as detailed in Exhibit C.
3. Those Services not normally self-performed by the ENGINEER, but essential to the successful completion of the Project, will be subcontracted by the ENGINEER to subconsultants, who will be selected by the ENGINEER and the CITY. Materials testing services will be contracted by the CITY.

B. ADDITIONAL SERVICES.

The ENGINEER shall provide the following additional Services (“Additional Services”) as agreed upon by the Parties in an Amendment to this Agreement:

1. Services not specifically addressed in Exhibits B or C.
2. Services resulting from significant changes in the general scope of the Project or its design, including, without limitation, changes in size, complexity, CITY’s schedule, or character of construction; and revising studies, reports, design documents, or Contract Documents

previously approved by CITY including preparation of change orders during the construction phase of the Project.

3. Time spent in preparing for and attending public hearings at the request of CITY.
4. Services after completion of the construction phase such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in the Project; or observation of the Project after the end of the contractor's maintenance or guarantee period.
5. Preparing to serve or serving as a consultant or witness for CITY in any litigation or other legal or administrative proceeding involving the Project.

SECTION 3 – RESPONSIBILITIES OF CITY

A. CITY REPRESENTATIVE.

1. The CITY hereby designates the following representative who is authorized to act on CITY's behalf with respect to the Project: Brian Scott. The CITY or such authorized representative will make decisions in a timely manner pertaining to documents and questions submitted by the ENGINEER, in order to avoid delay in the orderly and sequential progress of the Services.
2. The CITY shall establish a Project Steering Committee to provide input and work with the ENGINEER to review preliminary findings and concur with the final recommendations.

B. AUTHORIZATIONS.

1. The CITY shall furnish approval, consents, and letters of authority as may be necessary for performing the Services in a timely manner.
2. The CITY shall furnish to the ENGINEER a certified copy of the legislation, ordinance or resolution authorizing signing of this Agreement.

C. INFORMATION.

1. The CITY shall provide to the ENGINEER the following:
 - a. All available reports, plans, specifications, background information, and other data pertinent to the Services;
 - b. All available road maps, topographic maps, plat maps, records, reports, correspondence, previous studies, plans and other data pertinent to the Services, including information previously prepared or obtained by others;
 - c. All borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property

descriptions; zoning and deed restriction that are needed to complete the Basic Services;

- d. The CITY's written requirements for the Project including, without limitation, schedule milestones, any financial constraints, and any pertinent criteria, standards, codes, design objectives, or design constraints.
2. The ENGINEER shall be entitled to rely on the accuracy and completeness of all information and data provided by the CITY.

D. ACCESS TO SITE (FACILITY).

1. The CITY shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property (subject to CITY's easements) as required by ENGINEER to perform the Services.

E. EASEMENTS AND LEGAL DESCRIPTIONS.

The CITY shall be responsible for obtaining all necessary easements and right-of-way for the Project.

F. NOTICE OF DEFICIENCY OR CHANGE.

1. The CITY shall report to the ENGINEER any suspected deficiency in the Services within twenty-one (21) days after the CITY becomes aware of the potential defect. CITY further agrees to impose a similar notification requirement in its contracts with all contractors, design professionals, subcontractors, and consultants involved in the Project. The failure of the CITY to notify the ENGINEER as required herein shall relieve the ENGINEER of any liability for costs of remedying the defects.
2. The CITY shall give prompt written notice to ENGINEER whenever CITY becomes aware of any change, fact or circumstance that is likely to affect the scope or timing of the Services.

G. MISCELLANEOUS.

1. The CITY shall obtain advice of an attorney, insurance counselor or other consultant as is necessary for the CITY to make decisions within a reasonable time and not delay the Services.
2. The CITY shall provide and pay for the cost of any mutually-agreed upon subconsultants, testing, or laboratory Services identified in the Scope of Services, Section 2.

SECTION 4 - COMPENSATION

A. COMPENSATION.

1. The CITY shall compensate the ENGINEER for the Basic Services rendered and expenses incurred a maximum of \$ 312,746. The maximum compensation shall not be exceeded without further authorization by an Amendment to this as approved by the CITY.

Compensation to the ENGINEER by the CITY shall be based on actual hours worked plus direct expenses in accordance with the Standard Hourly Chargeout Rates schedule as shown in attached Exhibit "A", which is incorporated herein.

The Parties agreed that Exhibit "A" is subject to adjustment on July 1st of each year by the ENGINEER to reflect any increase in salaries and overhead costs with review and approval in writing by the City, such approval shall not be unreasonably withheld.

B. PAYMENTS.

The CITY shall make payments to the ENGINEER on a monthly basis upon receipt of an invoice from the ENGINEER. Invoices shall be accompanied by an appropriate breakdown consistent with Section A - Compensation. The CITY shall make payment to the ENGINEER within thirty (30) days following the date of each invoice. If the CITY does not make payment by the due date, the CITY shall pay interest at the rate of 1.5 percent per month and the collection costs, attorneys' fees and court costs, if any, of the ENGINEER.

SECTION 5 – INSURANCE

A. REQUIRED COVERAGES.

During the performance of the Services, ENGINEER shall maintain the following insurance:

1. General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate;
2. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each accident;
3. Umbrella Excess Liability Insurance (General and Automobile Liability) with a limit of \$2,000,000 for each occurrence and in the aggregate;
4. Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with a limit of \$1,000,000; and
5. Professional Liability Insurance, with a limit of \$2,000,000 for each claim and annual aggregate.

B. MUTUAL WAIVER OF SUBROGATION.

To the extent that damages are covered by property insurance maintained during or after the completion of the Services, the CITY and the ENGINEER waive all rights, including rights of subrogation, against each other and all contractors, consultants, and employees of the other, except for rights they may have to the proceeds of that insurance. The CITY and the ENGINEER

shall require the same waiver by their respective contractors, subcontractors, consultants.

C. LIMITATION OF LIABILITY.

To the maximum extent permitted by law and for adequate consideration, the total liability of Consultant and its employees and sub-consultants for CITY's damages other than any damages claim recoverable through applicable insurance, in any way arising out of the services of Consultant, shall be limited to Consultant's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, and breach of contract or warranty. The parties acknowledge sufficient consideration has been given for this limitation.

D. INDEMNIFICATION BY ENGINEER.

Subject to the limitation of liability provision above, the ENGINEER agrees to indemnify and hold the CITY harmless from any loss, damage, or cost, to the extent caused by the negligent acts, errors or omissions of the ENGINEER or its subconsultants.

E. INDEMNIFICATION BY CITY.

The CITY agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER harmless from any loss, damage, or cost, to the extent caused by the negligent acts, errors or omissions of the CITY or its contractors, subcontractors or consultants or employees.

F. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.

To the fullest extent permitted by law, the ENGINEER and the CITY waive any and all claims against each other and their employees, consultants and subconsultants whether based on contract, indemnity, warranty, tort, strict liability or otherwise (but specifically excluding professional liability), for indirect, incidental, punitive, or consequential damages, including, without limitation, loss of use, profits, business, reputation or financing, and principal office overhead and expenses, in any way pertaining to or arising out of this Agreement or the Project.

SECTION 6 - TERMINATION

A. TERMINATION BY CITY.

The CITY may terminate this Agreement as follows:

1. The CITY may terminate this Agreement at any time without cause, or with cause due to a material breach of this Agreement, upon giving the ENGINEER fourteen (14) calendar days' prior written notice.

2. Within thirty (30) calendar days of a termination for convenience, the CITY shall pay the ENGINEER for all Services rendered to the date of termination and all costs incurred or that ENGINEER could not reasonably avoid, including, without limitation, demobilization, reassignment of personnel, and space and equipment costs.

B. TERMINATION BY ENGINEER.

The ENGINEER may terminate this Agreement for cause upon giving the CITY fourteen (14) calendar days' prior written notice, for any of the following reasons:

1. A material breach by the CITY of this Agreement, including, without limitation, failure to make payment as required by this Agreement; or
2. A material change in the conditions under which this Agreement was entered into, coupled with the failure of the Parties to agree on the fees and charges for the Additional Services required because of such change.

C. SUSPENSION FOR NON-PAYMENT.

The ENGINEER may, at its option and without waiving the right to terminate, suspend all services for non-payment on seven (7) days' written notice to the CITY.

SECTION 7 - MISCELLANEOUS

A. CONSTRUCTION PHASE SERVICES.

1. The Services include construction phase Services, and as such the Parties agree the ENGINEER shall not be responsible for:
 - a. any change in the responsibilities and liabilities of the ENGINEER based upon the terms of the General Conditions or other provisions in the agreement between the CITY and the construction contractor, unless this Agreement is amended in writing to reflect that change;
 - b. the contractor's construction means, methods, techniques, sequences, procedures, safety precautions, and any programs incidental thereto, which shall remain the sole responsibility of the contractor;
 - c. the contractor's failure to perform the Work in accordance with the Contract Documents;
 - d. acts or omissions of the contractor, its subcontractors or suppliers, or any other persons performing any of the Work.

2. Observation of the Work of any contractor is for the purpose of becoming generally familiar with the progress and quality of the Work and to determine, in general, if the Work, when completed, will comply with the applicable Plans and Contract Documents and all applicable local, state, and federal laws. The ENGINEER will not be required to make exhaustive or continuous on-site observations. Based on the observations, the ENGINEER will endeavor to report to the CITY any detected deviations from the Contract Documents.
3. The ENGINEER will not have the authority to stop the Work of a contractor.
4. If the ENGINEER is authorized to interpret and decide matters concerning the performance of any contractor or the requirements of the applicable Plans and Contract Documents, it shall not show partiality to the CITY or contractor and shall not be liable to either for interpretations and decisions rendered in good faith.
5. The ENGINEER's approval of an application for payment submitted by a contractor shall mean that, to the best of the ENGINEER's knowledge and information, the Work has progressed to the point represented by the contractor and it appears to comply with applicable Contract Documents. The ENGINEER will not be required to perform a detailed audit of the application or determine how or for what purpose the contractor has used monies previously paid by the CITY.
6. The ENGINEER will review any contractor submittals within a reasonable time, but only for the purpose of checking for conformance with the design concept expressed in the applicable Contract Documents. The ENGINEER shall not be responsible for approving or determining the accuracy or completeness of items that are the contractor's responsibility, such as dimensions, quantities, means, methods, techniques, sequences, safety precautions, and installation or performance of equipment or systems. Approval of an item shall not indicate approval of an assembly of which the item is a component. Any deviation from the Contract Documents contained in the submittal must be brought to the attention of the ENGINEER in writing by the contractor and approved by the CITY in a Change Order to the construction contract.
7. When the ENGINEER includes a performance specification in its Instruments of Service, or a contractor has a design-build obligation with respect to a portion of the Project, the ENGINEER will be entitled to rely upon the services, certifications, and approvals performed or provided by design professionals employed by the contractor.

B. DELIVERY OF SERVICES.

Except as provided herein, the Services shall be carried to completion without undue interruption. Subject to acquisition of essential data from the CITY, the Services shall be scheduled with subsequent authorizations and commissions from other clients of the ENGINEER.

C. DELAY.

The ENGINEER shall not be responsible for a delay in the Project or performance of the Services when the delay is caused by the CITY, its employees, consultants or contractors, or other circumstance beyond the reasonable control of ENGINEER including, without limitation, abnormal weather condition, flood, earthquake, fire, epidemic, war, riot, civil disturbance, terrorism, strike, lockout, work slowdown, and other labor disturbance, judicial restraint, and inability to procure permits, licenses, or authorization from any local, state, or federal agency.

SECTION 8 – DISPUTE RESOLUTION

A. DIRECT DISCUSSIONS.

The parties shall attempt to amicably resolve all disputes through direct discussion and negotiation between the designated representatives of each party. If that is unsuccessful, the dispute shall be submitted to the President, Chief Operating Officer, or equivalent position of the ENGINEER and the CITY for discussion as a condition precedent to litigation.

B. NON-BINDING MEDIATION.

If direct negotiation required by the preceding paragraph is not successful, the parties will submit any claim or dispute arising out of or related to this Agreement or the Project to non-binding mediation before a third-party mediator as a condition precedent to litigation. Unless the parties mutually agree otherwise, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Each Party shall pay their own legal fees associated with the mediation, but shall equally share the mediator's fees. It is agreed that all contractors, design professionals, subcontractors, and consultants who are involved in, and potentially liable for any claim being asserted, may participate in the mediation.

SECTION 9 – OTHER PROVISIONS

A. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to its principles of conflicts of laws.

B. STANDARD OF CARE.

ENGINEER shall perform its Services in accordance with the standard of care and skill ordinarily exercised under the same or similar circumstances by members of the profession of the

ENGINEER. No warranty, expressed or implied, is included in this Agreement or in the Instruments of Service produced by ENGINEER.

C. COMPLIANCE WITH LAWS.

The ENGINEER agrees to comply with applicable federal, state, local laws, regulatory requirements, and codes. The ENGINEER shall procure the professional licenses necessary to allow ENGINEER to perform the Services. The CITY shall likewise comply with such laws to the extent applicable to the CITY's role and performance of this Agreement.

D. ACCRUAL OF CAUSES OF ACTION.

Causes of action between the Parties shall accrue and applicable statutes of limitation shall commence to run on the earliest of the date the Services are substantially complete under this Agreement the date as provided by law.

E. DOCUMENTS PREPARED BY OTHERS.

The ENGINEER shall not be responsible for any plans, specifications, estimates, reports, surveys, tests, or other documents or instruments, or any part thereof, prepared by the CITY's consultants.

F. RECOMMENDATIONS OF THE ENGINEER.

If the CITY requires that any assembly, system, product, item of material, or design be included in the Project without (or against) the ENGINEER's recommendation, the ENGINEER shall have no responsibility for such decision by the CITY or for the performance of such those items, nor shall the ENGINEER be required to issue any opinion or certificate with respect to such items.

G. HAZARDOUS MATERIALS.

The ENGINEER is not providing any service related to asbestos or hazardous or toxic materials. In the event ENGINEER or any other party encounters asbestos or hazardous or toxic materials at the Project, or should it become known in any way that such materials may be present at the Project or any adjacent areas that may affect the performance of the Services, the ENGINEER may, at its option and without liability for any damages, suspend performance of its Services until the CITY retains the appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and verifies that the Project is in full compliance with applicable laws and regulations.

H. NOT A MUNICIPAL ADVISOR.

ENGINEER will not be acting as a fiduciary of the CITY and will not be serving as a "municipal advisor" to the CITY within the meaning of the Dodd-Frank Wall Street Reform and Consumer

Protection Act and the rules and regulations of the United States Securities and Exchange Commission.

I. NOTICES AND COMMUNICATIONS.

All notices and communications required by this Agreement shall be made in writing and delivered in person by overnight courier, or sent by certified or registered mail, return receipt requested, postage prepaid, to the respective Party at the following address:

CITY:
City of Mission
6090 Woodson, Mission KS 66202

Attention: _____

ENGINEER:

George Butler Associates, Inc.
9801 Renner Boulevard
Lenexa, KS 66219-9745
Attention: _____

J. FACSIMILE OR ELECTRONIC SIGNSTURES.

The Parties agree that a facsimile or electronic (PDF) copy of a signature to this Agreement shall be deemed to have the same force and effect as an original signature.

K. WAIVER.

A waiver by either the CITY or the ENGINEER of any breach of this Agreement shall not affect the waiving Party's rights with respect to any other or further breach.

L. 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. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

M. INTEGRATION.

This Agreement and documents made a part hereof by reference represent the entire Agreement between the CITY and the ENGINEER. This supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. If the CITY issues a purchase order or work order to the ENGINEER at any time, no preprinted terms thereon shall become part of this Agreement. Any purchase order or work order, whether or not signed by the ENGINEER will be for the sole purpose of facilitating the CITY's operations.

N. HEADINGS.

The headings of the sections and subparagraphs of this Agreement are inserted for the convenience of the Parties and are neither to be taken to by any part of the provisions hereof nor to control nor affect their meaning, construction, or effect.

O. ASSIGNMENT.

Neither Party shall assign this Agreement or any rights or duties under the same without the prior written consent of the other Party. 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 the ENGINEER from employing independent consultants, associates, and subcontractors to assist in the performance of the Services or from assigning any receivables to a third party.

P. THIRD PARTIES.

Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than the CITY and the ENGINEER.

IN WITNESS WHEREOF, City of Mission and George Butler Associates, Inc., by their authorized representatives, have hereunto subscribed their names this, 5 January 2018. Executed in duplicate with copies to the CITY and ENGINEER.

CITY

ENGINEER

City of Mission

George Butler Associates, Inc.

Brian Scott

[Click here to enter text.](#)

Assistant City Administrator/Finance Director

Title

EXHIBIT A
GEORGE BUTLER ASSOCIATES, INC.
ENGINEERS / ARCHITECTS
STANDARD HOURLY RATES - EFFECTIVE JULY 1, 2017

Employment Classification	Hourly Rate
Principal	\$268.00
Senior Associate	219.00
Director of AES	219.00
Associate	188.00
Senior Lead AES	188.00
Senior Specialist	160.00
Project Leader	165.00
Lead AES	165.00
Specialist	145.00
Senior AES	155.00
Senior Technician	130.00
Project AES	130.00
Project Technician	100.00
Design AES	110.00
Design Technician	82.00
Staff AES	102.00
Staff Technician	70.00
Senior Construction Inspector	130.00
Construction Inspector 4	105.00
Construction Inspector 3	100.00
Construction Inspector 2	90.00
Construction Inspector 1	80.00
Senior Field Technician	110.00
Field Technician 3	90.00
Field Technician 2	80.00
Field Technician 1	70.00
Senior Professional Land Surveyor	130.00
Professional Land Surveyor	120.00
Survey Technician 3	100.00
Survey Technician 2	70.00
Survey Technician 1	52.00
2-Man Survey Party	170.00
Training Coordinator	93.00
Senior Administrative Assistant	93.00
Administrative Assistant	70.00
General Office 2	75.00
General Office 1	54.00

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 hour
Nuclear Density/Soil Testing Equipment	50.00 per day
Traffic Counters	20.00 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:

Company Pick-up Truck	0.53 per mile
Personal and Company Cars	0.53 per mile

Exhibit B
SCOPE OF PLAN REVIEW SERVICES

City of Mission – Gateway Development
Phase I Site and Off-site Improvements

Work under this scope includes plan review services, comments / documentation, limited site observation visits, and construction administration. The project review areas include the Gateway Development site itself and the roadways surrounding the Gateway Development. GBA will provide on-site review services for items outside of the specific building footprints themselves. The off-site improvements involve the horizontal (roadway) construction of improvements within both City and KDOT rights of way. The tasks required for each category consist of the following items:

- Pre-construction activities, including attendance at the Preconstruction Conference, performance of office-based plan reviews, preparation of review comments and project documentation. GBA personnel will coordinate at internal review meetings, and with the City representatives, subconsultants, and the Development team to discuss plan review comments to be addressed.
- During construction, GBA personnel will be available to answer Requests for Information (RFI) pertinent to the plan review comments that are received from the Development team or contractor(s). Limited on-site observation visits will be made by GBA's structural and civil/site engineers as detailed in this scope.

Part 1 - Pre-Construction

- Representatives from all relevant engineering disciplines within GBA will attend a Preconstruction Conference with the City, Development team, and Contractor(s).
- GBA structural engineers will review the Phase I plans for conflicts between Buildings A and C with the existing RCB structure, for the on-site retaining walls, and for details of new pipe penetrations into the existing RCB structure.
- GBA civil / site engineers will perform plan reviews for the on-site development of Phase I (3 building sites).
- GBA municipal / roadway engineers will perform plan reviews for the off-site City and KDOT roadway improvements, the internal on-site roadway plans, and sidewalk / ADA compliance on the site and within the public rights-of-way.
- GBA environmental engineers will review the revised stormwater study and site drainage plans, the Erosion Control plans, and the Stormwater Pollution Prevention Plan (SWPPP).

- GBA traffic engineers will review the off-site roadway improvement plans (pavement markings, signing, traffic signals, lighting, traffic control), and the on-site improvement plans (pavement markings, signing, lighting).
- GBA personnel will coordinate and attend internal inter-disciplinary review and coordination meetings.
- GBA personnel will provide summary memoranda or redline plan sets detailing review comments to City staff.
- Representatives from all relevant engineering disciplines will meet with City staff, the Development team, and Contractor(s) to discuss plan review comments.

Part 2 - Construction

- During construction, GBA personnel will be available to answer Requests for Information (RFI) pertinent to the plan review comments that are received from the Development team or contractor(s).
- Limited (up to two) on-site observation visits will be made by each of GBA's structural and civil / site engineers.

Part 3 - General Assumptions

- Developer or City will provide one (1) full size plan set, one (1) half-size plan set, and an electronic plan set in pdf format. In addition, Developer or City will provide to two (2) sets of the project contract and an electronic copy of the final contract documents.
- Review of potential project phase changes or value engineering submittals from the Contractor(s) are the responsibility of the Developer. Final approval must still come from the City and may require additional reviews.
- It is anticipated that the Notice to Proceed will be issued to the prime contractor in early 2018, and that all plan review services will be completed within approximately the next six months.
- Staff mileage was estimated based upon the statements above.
- Any additional work requested that is not specifically addressed in this agreement will be considered outside this scope of services.

Exhibit C
SCOPE OF CONSTRUCTION OBSERVATION SERVICES

City of Mission – Gateway Development
Shawnee Mission Pkwy, Roe, Roeland Dr. and Johnson Dr. Improvements

Work under this scope includes project construction observation, documentation and construction administration. The project areas include the roadways surrounding the Gateway Development and involve the horizontal (roadway) construction of improvements within both City and KDOT rights of way as well as within the Gateway Development property. For the purpose of this scope, the projects have been broken into two separate categories: KDOT & MISSION. The tasks required for each category consist of the following items:

- Pre-construction activities including set up of project documentation.
- Daily construction observation and documentation. This includes daily construction administration and coordination with the Developer, contractor, City of Mission, KDOT and affected stakeholders.
- Post-construction activities to determine that the project is completed and accepted by KDOT and/or the City.

KDOT:

This work consists of roadway and intersection improvements at the intersection of Shawnee Mission Parkway and Roeland Drive. Improvements are assumed to include new sidewalks and ADA ramps and limited improvements to the existing roadway, medians, pavement marking, and signing. This project will be administered under a permit with KDOT and administered by the City but funded by the Developer.

Part 1 - Pre-Construction

- Prepare for and attend one (1) pre-construction meeting. Assist City with administration of meeting.
- Set up electronic files and/or field books for documentation of pay items and daily diaries. This does not include the use of KDOT's CMS program. Review plans and specifications in preparation for construction.

Part 2 - Construction

- Provide a lead construction observer who will take responsible charge for the construction observation of the project.
- Serve as a point of contact between the Contractor, KDOT and the City.
- Compile a project diary that documents the contractor's construction activity, contractor's personnel and equipment when inspector is present on site.

- Perform in-field testing of soil, concrete, and asphalt for Quality Assurance purposes only per specifications. Quality Control and Laboratory materials testing to be performed by others affiliated with the Development team.
- Provide review of the project traffic control. Periodic reviews to be performed when inspector is on the project.
- Provide review of the project erosion control. Compliance is the responsibility of the contractor.
- Provide interpretation of the specifications and plans as requested by the contractor. In the event the contractor does not agree with the interpretation, staff will refer the issue to City for further clarification.
- Provide field book and/or electronic documentation of contract pay items as they are incorporated into the project to comply with KDOT permit requirements.
- Attend weekly construction progress meetings with the contractor. Keep Mission informed of project status and schedule.
- Keep and maintain project files for the contractor's certifications of materials incorporated into the project.
- Determine if the contractor is generally adhering to the specifications and plan documents, through on-going observations.
- Review change order documentation submitted by contractor and return to City for processing and approval.

Part 3 - Post-Construction

- Assist contractor with preparation of one (1) full-size set of record drawing plans for the completed project. These plans will consist of red-line comments on the full-size plan sheets. This is assumed to be required by KDOT.
- Attend one (1) final walk-through. Compile notes and distribute the final punch list to the prime contractor and City.
- Establish that the punch list items are completed before final acceptance is recommended.
- Review the final pay estimate and the final change order.
- Complete and submit to KDOT/Mission the final paperwork required by the contract documents.
- Attend one (1) final close out meeting with the City to submit final paperwork.

Part 4 - General Assumptions

- Utility relocation coordination will be the responsibility of others. No utility coordination is included in this scope.
- Attend four utility coordination meetings during relocations with an average duration of two hours each. This item is identified separately from the hours proposed for construction observation.
- Quality Control and Laboratory materials testing will be performed by others affiliated with the Development team. In-field testing, including nuclear density soil compaction testing and concrete air, slump and unit weight tests for Quality Assurance purposes only to be performed by a subconsultant under GBA's direction. The cost for this materials testing is estimated so any testing requested by the City that results in this amount being exceeded will be out of scope and paid for through a supplemental agreement.
- Materials testing for utility relocations are not included in the scope of these services.
- GBA is not responsible for the schedule of the utility companies or their subcontractors.
- Time spent working on project related items while under a delay or on force account work is not included in this scope.
- Developer or City will provide one (1) full size plan set, one (1) half-size plan set, and an electronic plan set in pdf format. In addition, Developer or City will provide to two (2) sets of the project contract and an electronic copy of the final contract documents.
- Review of potential project phase changes or value engineering submittals from the contractor are the responsibility of the Developer and require City approval. Final approval must still come from the City and may require additional reviews.
- It is anticipated that the Notice to proceed will be issued to the prime contractor in 2018 and that all work will be completed within 2 months.
- Construction is expected to be complete within 320 working hours for the purpose of this estimate. Any work requiring observation and performed outside of these days or the hours contained in the fee estimate are not included in this scope.
- It is anticipated that the lead project representative will work on the project an average of 8 hours per day during construction. In addition, he is anticipated to work for 16 hours on preconstruction activities and 38 hours on post construction activities as shown in the work estimate. Any work required beyond these hours will be considered outside of this scope of services.
- It is anticipated that no additional staff observer will be required.
- Concrete batch plant inspections are not included in this estimate.

- No time was estimated to oversee double shifts by the contractor(s).
- Staff mileage was estimated assuming staff members would average approximately 50 miles per day while engaged on the project.
- Any additional work requested that is not specifically addressed in this agreement will be considered outside this scope of services.
- Work performed outside the scope of services will require reimbursement through a supplemental agreement.
- GBA will not be responsible for preparation of pay estimates or change orders.

MISSION:

This work consists of construction of roadway improvements on Roeland Drive, Johnson Drive, and within the Gateway Development site and includes new curb and gutter, storm sewer, sidewalks, parking areas, new turn lanes and entrances.

Part 5 - Pre-Construction

- Prepare for and attend one (1) pre-construction meeting.
- Set up electronic files and/or field books for documentation of pay items and daily diaries. Review plans and specifications in preparation for construction.
- Provide assistance with coordination for relocation of utilities found to be in conflict.
- Review asphalt mix designs (2) and concrete mix design (1).

Part 6 - Construction

- Provide a lead construction observer who will take responsible charge for the construction observation of the project.
- Serve as a point of contact between the Contractor, Developer and the City.
- Compile a project diary that documents the contractor's construction activity, contractor's personnel and equipment when inspector is present on site.
- Perform Quality Assurance soil density testing if deemed necessary. All other Quality Control and Laboratory materials testing to be performed by others affiliated with the Development team.
- Provide review of the project temporary traffic control. Periodic reviews to be performed when inspector is on the project.
- Provide review of the project erosion control. Verify contractor's compliance with their SWPPP. Compliance is the responsibility of the contractor/Developer.

- Provide interpretation of the specifications and plans as requested by the contractor. In the event the contractor does not agree with the interpretation, staff will refer the issue to Developer and/or City for further clarification.
- Provide field book and/or electronic tracking of contract pay items deemed necessary by the City. Items installed when inspector not on site to be estimated or use contractor's quantities.
- Attend construction progress meetings with the contractor & Developer. Keep Mission informed of project status and schedule.
- Keep and maintain project files for the contractor's certifications of materials incorporated into the project as required by the contract.
- Determine if the contractor is generally adhering to the specifications and plan documents, through on-going observations.
- Review change order documentation submitted by contractor and return to City for processing and approval.

Part 7 - Post-Construction

- Review and provide comments on record drawings for those items inspected. Contractor shall be responsible for preparing record drawing plans for the completed project.
- Attend one (1) final walk-through. Compile notes and distribute the final punch list to the prime contractor and Developer.
- Establish that the punch list items are completed before final acceptance is recommended.
- Complete and submit the final paperwork required by the contract documents.
- Attend one (1) final close out meeting with the City to submit final paperwork.

Part 8 - General Assumptions

- Utility relocation coordination will be the responsibility of others. GBA will provide assistance.
- Assume eight hours of utility coordination during pre-construction phase and six (6) utility coordination meetings during construction phase with an average duration of 2 hours each. This item is identified separately from the hours proposed for construction observation.
- Concrete batch plant inspections are not included in this estimate.
- Materials testing for utility relocations are not included in the scope of these services.

- GBA is not responsible for the schedule of the utility companies or their subcontractors.
- Time spent working on project related items while under a delay or on force account work is not included in this scope.
- Developer or City will provide one (1) full size plan set, one (1) half-size plan set, and an electronic plan set in pdf format. In addition, Developer or City will provide to two (2) sets of the project contract and an electronic copy of the final contract documents.
- Review of potential project phase changes or value engineering submittals from the contractor are the responsibility of the Developer and require City approval. Final approval must still come from the City and may require additional reviews.
- It is anticipated that the Notice to proceed will be issued to the prime contractor in 2018 and that work on phase 1 will be completed within eight consecutive months.
- Construction is expected to be complete within 1096 working hours for the purpose of this estimate. Any work requiring observation and performed beyond these hours contained in the fee estimate are not included in this scope and will require payment through a supplemental agreement.
- It is anticipated that the lead project representative will work on the project an average of 8 hours per day. In addition, he is anticipated to work for 46 hours on preconstruction activities and 74 hours on post construction activities as shown in the work estimate. Any work required beyond these hours will be considered outside of this scope of services and will require payment through a supplemental agreement.
- No time was estimated to oversee double shifts by the contractor(s).
- Staff mileage was estimated based upon the statements above. It is estimated that the staff members would average approximately 50 miles per day while engaged on the project.
- Quality Control and Laboratory materials testing will be performed by others affiliated with the Development team. In-field testing, including nuclear density soil compaction testing and concrete air, slump and unit weight tests for Quality Assurance purposes only to be performed by a subconsultant under GBA's direction. The cost for this materials testing is estimated so any testing requested by the City that results in this amount being exceeded will be out of scope and paid for through a supplemental agreement.
- Any additional work requested that is not specifically addressed in this agreement will be considered outside this scope of services.
- GBA will not be responsible for preparation of pay estimates or change orders.

PROJECT COST ESTIMATING FORM
Mission Gateway Development (Phase 1)
City of Mission, Kansas

KDOT Inspection

Labor:	Principal	2 @ \$	268.00	\$	536.00	
	Sr. Assoc	26 @ \$	219.00	\$	5,694.00	
	CO4	374 @ \$	105.00	\$	39,270.00	
	Admin	8 @ \$	70.00	\$	560.00	
	TOTAL	410				<u>\$46,060.00</u>

MISSION Inspection

Labor:	Principal	6 @ \$	268.00	\$	1,608.00	
	Sr. Assoc	124 @ \$	219.00	\$	27,156.00	
	CO4	1292 @ \$	105.00	\$	135,660.00	
	Admin	20 @ \$	70.00	\$	1,400.00	
	TOTAL	1442				<u>\$165,824.00</u>

MISSION Review Services

Labor:	Sr. Assoc	60 @ \$	219.00	\$	13,140.00	
	Assoc	40 @ \$	188.00	\$	7,520.00	
	Proj/Lead	228 @ \$	165.00	\$	37,620.00	
	Sr AES	112 @ \$	155.00	\$	17,360.00	
	Des AES	70 @ \$	110.00	\$	7,700.00	
	TOTAL	510				<u>\$83,340.00</u>

EXPENSES

Mileage - Auto	9300 @ \$	0.54	\$	5,022.00	
Other expenses		500.00	\$	500.00	
Materials Testing (Others)			\$	12,000.00	
TOTAL EXPENSES					<u>\$17,522.00</u>

TOTAL COST FOR ALL SERVICES

\$312,746.00

JOB COST ESTIMATING FORM
Mission Gateway Development - Phase 1
City of Mission, KS

11/14/2017

	Princ.	Sr. Assoc.	Assoc.	Proj/Lead AES	Senior AES	Design AES	CO4	Admin	Total Hours
KDOT PROJECT - SMP IMPROVEMENTS INSPECTION									
PRECONSTRUCTION									
Preconstruction conference		2					2		4
Set up files/documentation							6		6
Review plans							6		6
Utility coordination									0
Review mix designs		1					2		3
Project Management	1	1						2	4
CONSTRUCTION									
Daily observation/materials testing							320		320
Utility coordination									0
Project progress meetings		4							4
Change orders/ RFI review		1							1
Pay Estimate review		1							1
Project Management	1	8						4	13
POST-CONSTRUCTION									
Walk-through/Punchlist		2					4		6
Remedial work							8		8
Final pay estimate/change order							4		4
Record Drawings							4		4
Final paperwork							16		16
Close out meeting		2					2		4
Project Management		4						2	6
TOTAL KDOT INSPECTION	2	26	0	0	0	0	374	8	410
CITY OF MISSION PROJECT - ROELAND, JOHNSON & SITE INSPECTIONS									
PRECONSTRUCTION									
Preconstruction conference		2					2		4
Set up files/documentation							16		16
Review plans		2					16		18
Utility coordination		2					8		10
Review mix designs		2					4		6
Project Management	1	8						4	13
CONSTRUCTION									
Daily observation							1096		1096
Utility coordination (6 meetings @ 2 hrs. each)		12					12		24
Weekly progress meetings (24 meetings @ 2 hrs. each)		36					48		84
Change order reviews/ RFI's		4					16		20
Pay Estimates									0
Project Management	4	48						12	64
POST-CONSTRUCTION									
Walk-through/Punchlist		2					4		6
Remedial work							40		40
Final change order review							4		4
Record Drawings							8		8
Final paperwork							16		16
Close out meeting		2					2		4
Project Management	1	4						4	9
TOTAL MISSION INSPECTION	6	124	0	0	0	0	1292	20	1442
CITY OF MISSION PROJECT - PLAN REVIEW SERVICES									
PRECONSTRUCTION									
Attend Preconstruction Conference		4	2	6	4				16
STR - Review up to one plan set for conflicts between Buildings A and C with RCB				16					16
STR - Review up to one plan set of retaining walls				8					8
STR - Review up to one plan set for new pipe penetrations into existing RCB details				8					8
CIV - Phase 1 plan reviews (3 building sites)				40					40
MUN - Off-site roadway plan reviews		8		40					48
MUN - Internal roadway plan reviews		8		40					48
MUN - Sidewalk / ADA compliance reviews		4		20					24
ENV - Review revised stormwater study and site drainage plans		8			60				68
ENV - Review of Erosion Control plans and Stormwater Pollution Prevention Plan (SWPPP)				8	16				24
TRF - Review of off-site plans (pavement markings, signing, traffic signals, lighting, traffic control)			16			40			56
TRF - Review of on-site plans (pavement markings, signing, lighting)			8			20			28
Internal GBA coordination / meetings		8	4	8	12	4			36
Send summary memo or redline comments to City		4	2	6	4	2			18
Meet with City and Owner to discuss comments		8	4	8	4				24
CONSTRUCTION									
Answer RFI / questions during construction		8	4	12	12	4			40
STR - Two on-site visits during construction				4					4
CIV - One on-site visit during construction				4					4
TOTAL MISSION REVIEW SERVICES	0	60	40	228	112	70	0	0	510
TOTAL PROJECT HOURS									
TOTAL PROJECT HOURS	8	210	40	228	112	70	1666	28	2362
Additional Services Available, If Needed:									
Design of RCB Modifications for additional loading from buildings (TBD)									

City of Mission	Item Number:	6f.
ACTION ITEM SUMMARY	Date:	December 1, 2017
PUBLIC WORKS	From:	Christy Humerickhouse

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

RE: Addition of second slide at Mission Family Aquatic Center (MFAC)

RECOMMENDATION: Approve the construction agreement with Splashtacular for the delivery and installation of a 32 inch diameter, 121.5 foot long enclosed body waterslide that transitions to a fiberglass runout in an amount not to exceed \$92,770.

DETAILS: Funds are budgeted in the 2018 Capital Improvement Program (CIP) to install the second slide at the aquatic center. During initial construction of the aquatic center the necessary plumbing, pumps and supports were put installed at the MFAC anticipating the addition of the second slide in future years. The project design team recommended adding or upgrading amenities every 4-5 years to keep patrons interested in the facility.

Splashtacular was the slide subcontractor on the original construction of the aquatic center and previously prepared the drawings and specifications necessary to add the second slide. Approval is requested now to allow time for the slide to be manufactured and installed prior to the summer 2018 swim season.

CFAA CONSIDERATIONS/IMPACTS: The aquatic center is utilized by persons of all ages and abilities. This project will provide an additional feature that will encourage young and old to participate together.

Related Statute/City Ordinance:	
Line Item Code/Description:	Parks and Recreation Sales Tax Fund 45-90-805-09
Available Budget:	\$105,000

CONSTRUCTION AGREEMENT

This Agreement (the "Agreement") is made and entered into on this 27th day of October 2017, between the City of Mission, Kansas (the "Owner") and AZS Industries, LLC dba Splashtacular, of Paola, Kansas ("Splashtacular"). The Owner and Splashtacular are individually referred to as a "Party" and collectively referred to herein as the "Parties."

In consideration of the mutual promises and payments set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Project.** The subject matter of this Agreement is the following project ("Project"):
Mission Aquatic Center – Future Slide B.
2. **Work.** Splashtacular agrees to perform work ("Work") for the Project as described in its Proposal dated March 9, 2017 ("Proposal"), a copy of which is attached hereto, incorporated herein in its entirety and made a part of this Agreement. The Proposal shall control in the event of a conflict between the Proposal and this Agreement and/or the Contract Documents.
3. **Price and Payment Terms.**

Owner shall pay Splashtacular the total sum of \$92,770.00 ("Contract Price"), according to the following schedule:

\$27,831.00	30 %	Deposit to initiate contract. Due upon receipt of invoice but not prior to January 1, 2018.
\$37,108.00	40 %	Due prior to beginning fabrication. Due upon receipt of invoice
\$18,554.00	20 %	Due upon delivery of materials to jobsite and prior to installation. Due net 10 upon receipt of invoice.
\$ 9,277.00	10 %	Due upon completion of installation. Due net 10 upon receipt of invoice.
\$92,770.00		Total Contract Price

All Domestic payments are to be sent to Splashtacular's corporate office via UPS Account #1872AE or FedEx Account #2009 5661 3:

Splashtacular
Attn: Accounts Receivable
102 W. Kaskaskia, Suite 201
Paola, KS 66071
(913) 256-8799

ACH or Wire information is available upon request.

4. **Nonpayment.** Splashtacular shall have the right to suspend the Work if a payment is not made on time. Any overdue payment shall bear interest at the Prime Rate as published by the Wall Street Journal. The published rate on the first day of the month shall be used as the applicable rate for an entire calendar month.
5. **Contract Documents.** Splashtacular shall perform the Work in accordance with the following (collectively the “Contract Documents”) and its Proposal:
Splashtacular shop drawings approved by City of Mission on 11/13/13.
6. **Schedule.** Fabrication lead time for materials is 10-12 weeks after receipt of shop drawing approvals and color selections.
7. **Force Majeure.** Splashtacular will not be liable for damages of any nature and will be entitled to a time extension with respect to any delay or failure in performance caused by labor disputes, terrorism, riots, fires, casualties, accidents, acts of God, unusual delays in delivery, or other causes beyond the direct control of Splashtacular. In addition, Splashtacular shall be entitled to recover its costs for extended job site general conditions due to delays caused by said events.
8. **Project Information.** Splashtacular has been provided with information and data relating to the site and details of the Project. Splashtacular shall be entitled to rely on the accuracy of all such information.
9. **Limited Warranty.**
 - a. The equipment manufactured by Splashtacular is warranted by Splashtacular in accordance with the written warranty to be issued by Splashtacular on completion of the Work. The warranty is incorporated herein in its entirety and made a part of this Agreement.
 - b. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, SPLASHTACULAR HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**
10. **Mutual Waiver of Consequential Damages.** The Parties waive all claims against each other for consequential damages arising out of or relating to this Agreement, including, but not limited to, loss of use, income, profit, financing, business, reputation, and principal office salaries and expenses. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party’s termination in accordance with this Agreement.
11. **Limitation of Liability.** Notwithstanding any other provisions of this Agreement to the contrary, in recognition of the relative risks and benefits of the Project to the Parties, and to the fullest extent permitted by law, the total liability in the aggregate of Splashtacular and its officers, directors, employees, agents, subconsultants and subcontractors, and any of them, to the Owner and any one claiming by, through or under it, for any and all damages, injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Splashtacular’s Work, the Project, or this

Agreement, from any cause or causes whatsoever, including, but not limit to, negligence, gross negligence, errors, omissions, strict liability, breach of contract, contribution, and misrepresentation, shall i) for events covered by insurance, not exceed the limits of the insurance maintained by Splashtacular pursuant to this Agreement, and (ii) for events not covered by insurance maintained by Splashtacular, not to exceed the Contract Price. The Parties acknowledge that sufficient consideration has been provided for this limitation.

- 12. Indemnity.** To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless Splashtacular and its officers, directors, employees, agents, subconsultants, and subcontractors, and each of them, from and against all claims, causes of action, damages, losses and expenses, including but not limited to attorneys' fees, expenses, and expert fees, to the extent caused by the negligence of or breach of the Agreement by the Owner or anyone for whose acts it may be liable (including but not limited to, losses or claims resulting from the improper operation or maintenance of the equipment), regardless of whether or not such claim, damage, loss or expense is caused in part by Splashtacular or other party indemnified hereunder.
- 13. Termination.** If either Party materially fails to perform in accordance with the terms and conditions of this Agreement, including, but not limited to, failing to pay the Contract Price as provided above, that Party may initiate termination by issuing a Notice of Proposed Termination to the other Party. If the default is not cured within seven (7) days after receipt of such Notice, this Agreement may be terminated by the issuance of a Notice of Termination to the defaulting Party. If Splashtacular is entitled to terminate, it shall be entitled to recover from the Owner for Work executed and for proven loss with respect to tools, and construction equipment and machinery, including reasonable overhead, profit, and damages.
- 14. Claims.** Any claim against Splashtacular shall be asserted in writing within twenty (20) days after the event giving rise to the claim, or the claim shall be deemed to have been waived.

15. Dispute Resolution.

- a. Nonbinding Mediation.** Any claim arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding arbitration. Unless the Parties otherwise agree, the mediation shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The request may be made concurrently with the filing of arbitration, but the mediation shall be concluded before the arbitration. The Parties shall equally share the mediator's fee and any filing fees. The mediation shall be held in Miami County, Kansas.
- b. Binding Arbitration.** Any claim arising out of or related to this Agreement that is not resolved by mediation shall be subject to binding arbitration, which, unless the Parties otherwise agree, shall be administered by the AAA in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other Party, and filed with AAA. The Party filing a notice of demand for arbitration must include all claims then known to that Party that are subject to arbitration.

- i. A demand for arbitration shall be filed with the AAA before the date when the filing of a lawsuit based on the claim would be barred by the applicable statute of limitations or statute of repose, whichever is shorter.
- ii. Either Party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either Party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a claim not described in the written consent.
- iii. This agreement to arbitrate herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- iv. The arbitrator(s) shall limit or minimize discovery in the proceedings so as to promote the prompt and efficient resolution of the dispute, while avoiding surprise or prejudice to any party. The arbitrator(s) shall follow the applicable law, but shall not have the power to award punitive damages.
- v. The arbitration hearing shall be conducted in Miami County, Kansas.
- vi. If Splashtacular is the prevailing party in any proceeding between the Parties arising out of or related to this Agreement, it shall be entitled to recover its reasonable attorneys' fees, expenses, expert fees, the fees of the arbitrator(s), and the administrative expenses of the AAA.

- 16. Governing Law.** This Agreement shall be interpreted in accordance with and governed by the laws of the State of Kansas, without regard to that State's rules on conflicts of laws.
- 17. Modification.** No modification or amendment to this Agreement shall have any force or effect unless mutually agreed to in a writing signed by both Parties.
- 18. Binding Effect.** This Agreement is binding upon the Parties and their successors, assigns, and related entities.
- 19. Entire Agreement.** This Agreement contains the entire agreement of the Parties and there are no other oral, written, express or implied promises, agreements, representations, or inducements not specified in this Agreement. The Parties also agree that all the terms of this Agreement are contractual and not a mere recital.
- 20. Severability.** In the event that one or more of the provisions in this Agreement are, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

21. Other Terms (if any).

This Agreement is entered into as of the day and year first written above.

CITY OF MISSION, KANSAS

**AZS INDUSTRIES, LLC dba
SPLASHTACULAR**

By: _____

By: _____

Title _____

Title: _____

Scope of Work for Mission Aquatic Center

\$92,770.00 Future Slide B

(If project is not tax exempt, we must add sales taxes to our final contract price)

I. DESIGN SERVICES

- A. Operations and Maintenance Manuals.
- B. **One (1)** year limited warranty on defects in workmanship and materials.

II. WATERSLIDE SCHEDULE

	Waterslide Type	Center-line Total Length	Tower Height	Flow Rate (GPM)	Notes
Waterslide B	32 inch diameter enclosed body that transitions to fiberglass runout	121.46'	20.42'	300 to 500	Risers included for the right side of the runout.

III. SUPPORT STRUCTURE

Starting Tower and Stairway: EXISTING

Flume Support Systems:

Hot dip galvanized steel flume support arms and yokes with all necessary nuts, bolts and washers designed for bolt-up installation. Flume support columns are existing.

IV. FINISHES & ACCESSORIES

Fiberglass Color:

Multiple and/or different slide colors inside and outside are no extra charge. Client may select colors from any of Splashtacular's 188 standard RAL color selections. Custom colors and translucent fiberglass is available for an additional charge.

V. MISCELLANEOUS

Hardware:

Fiberglass sections are factory pre-drilled to decrease on-site installation time. All fiberglass flange joint hardware is stainless steel. Custom triple-gasket system as well as polyurethane non-shrink compound is installed between all flume joints to prevent leaks. All hardware for steel to steel connections is hot dip galvanized A325 and A307 bolts. Hot dip galvanized foundation anchor bolts to be provided by Splashtacular but installed by others.

Freight:

Freight to jobsite including loading and unloading containers.

Commissioning:

One mobilization is included for on-site training, ride testing and safety certification by a Splashtacular management representative once the slides are operable. A minimum of two weeks advance notice is required to allow sufficient time to make travel arrangements. Additional costs may be charged for trainings requested with less than two weeks' notice or for rescheduled trainings.

Safety Signage:

Safety rule signage will be supplied with rules specific to the type of slide purchased. One (1) illustrated riding instruction sign will be provided for each slide tower.

VI. INSTALLATION

FULL INSTALLATION SERVICES

Prevailing/Union wage rates excluded.

We will provide a fully experienced and capable job supervisor, all labor, materials and equipment necessary to complete the installation of the slide and flume supports in accordance with the engineered drawings and principles of good workmanship. An additional charge will be assessed should more than one mobilization be required for installation.

VII. INSTALLATION CONSIDERATIONS

- a. Adequate access for installation equipment is required at all times from laydown area to and around the area of the waterslide until the work is complete and the installation crew has demobilized.
- b. A fresh water supply to be located within approximately 30 yards of the waterslide tower for cleaning purposes.
- c. A dedicated power supply to be located at the waterslide tower for installation crew to operate small tools.

VIII. EXCLUSIONS

- a. Sales/Use taxes, licenses, permits and fees.
- b. Performance and payment bonds.
- c. Soil reports or surveying.
- d. Notices, inspections or testing of any kind including steel fabrication inspections and material testing.
- e. Demolition and/or repairs to decks, fences and landscaping. Fence removal or temporary protection of the pool deck.
- f. Supply and installation of concrete footings, foundations, grouting and grounding wires.
- g. Supply, installation or modification of the pool, decks, drainage systems, deck drains, grating and holding or ballast tanks.
- h. Supply, installation or modification of plumbing, mechanical and electrical equipment including emergency start/stop equipment, piping connections and pipe supports.
- i. Temporary utilities and dumpster.
- j. Coated or painted anchor bolts and hardware.
- k. Pultruded fiberglass (painted or otherwise), aluminum, acrylic, glass or any guardrail material other than steel.
- l. Deck ropes, fences or barriers of any kind.
- m. Rafts or inner tubes.
- n. Any type of theming or rockscaping.
- o. Prevailing or union wage rates.
- p. Canopy
- q. Painted or powder coated steel finish.
- r. Wall block outs, closure panels or sealing around the slide at wall penetrations.
- s. Construction of concrete tower, stairs, platforms and columns.
- t. Slide tower including upper platform, landings, columns, stairways, guardrail, handrail and gate.
- u. Any items not specifically stated above.

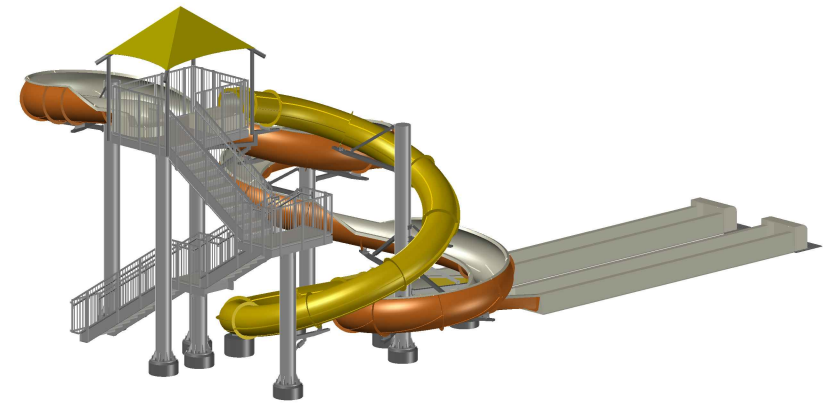
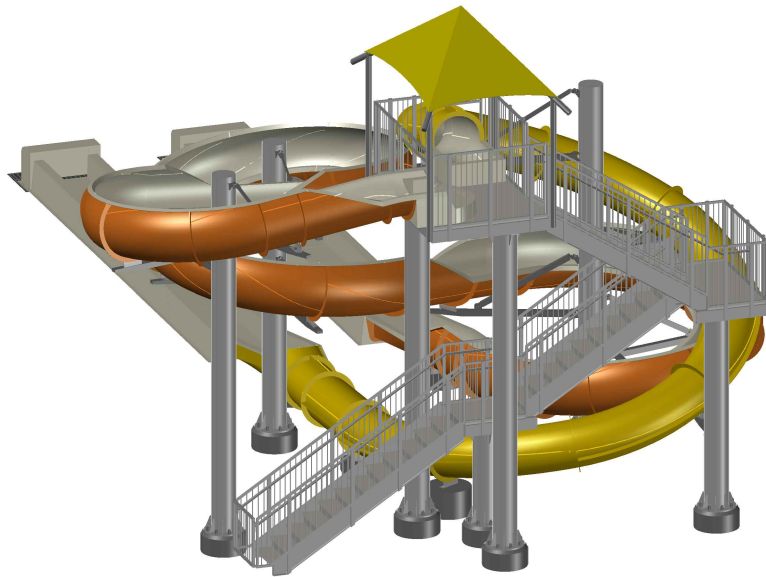
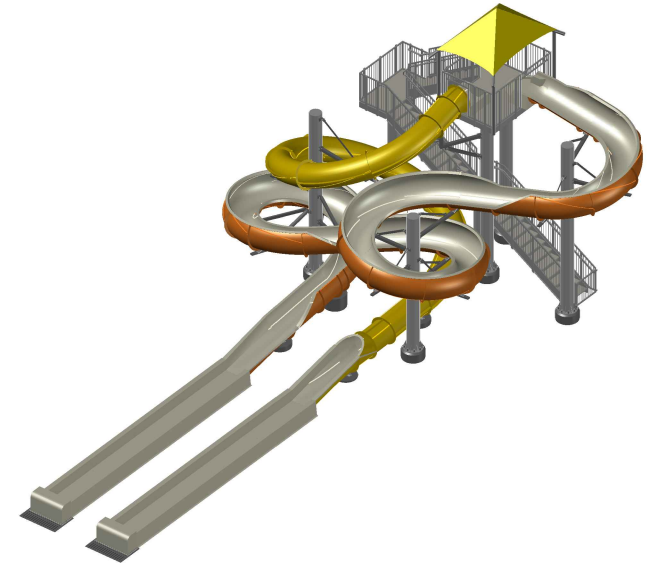
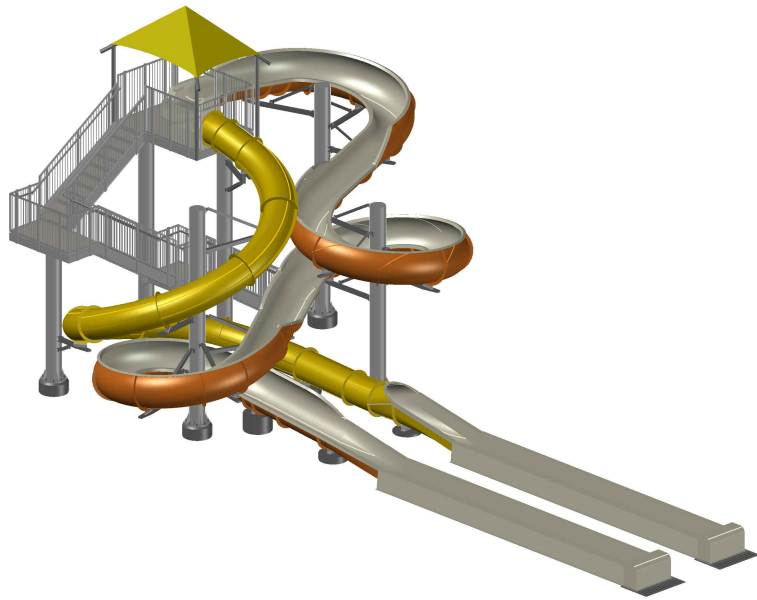
NOTE: It is agreed that Splashtacular shall be permitted to process our work without interruption or delay. The purchaser hereby agrees that Splashtacular will be reimbursed in full for all costs associated with any delays. These reimbursable costs include but are not limited to re-mobilization costs and equipment rental/delivery fees. This agreement must become a part of the final contract.

IX. PRELIMINARY FOUNDATION INFORMATION – FOUNDATIONS HAVE ALREADY BEEN DESIGNED AND INSTALLED

X. PAYMENT TERMS

- 30% Deposit to initiate contract. Payment due upon receipt of invoice.
- 40% Due prior to beginning fabrication. Payment due upon receipt of invoice.
- 20% Due upon delivery of material to jobsite and prior to installation. Payment due net 10 upon receipt of invoice.
- 10% Due at completion of installation. Payment due net 10 upon receipt of invoice.

Attachments



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**PRELIMINARY
NOT FOR CONSTRUCTION**

This document is the intellectual property of Splashtacular, which has exclusive rights to proprietary trade secrets and confidential information contained herein. Receipt of permission to use this document does not convey any rights to use the information contained herein without prior written consent of Splashtacular.

SPLASHTACULAR
Waterslides and Waterpark Attractions

102 W. Kaskaskia, Suite 201
Paola, KS 66071

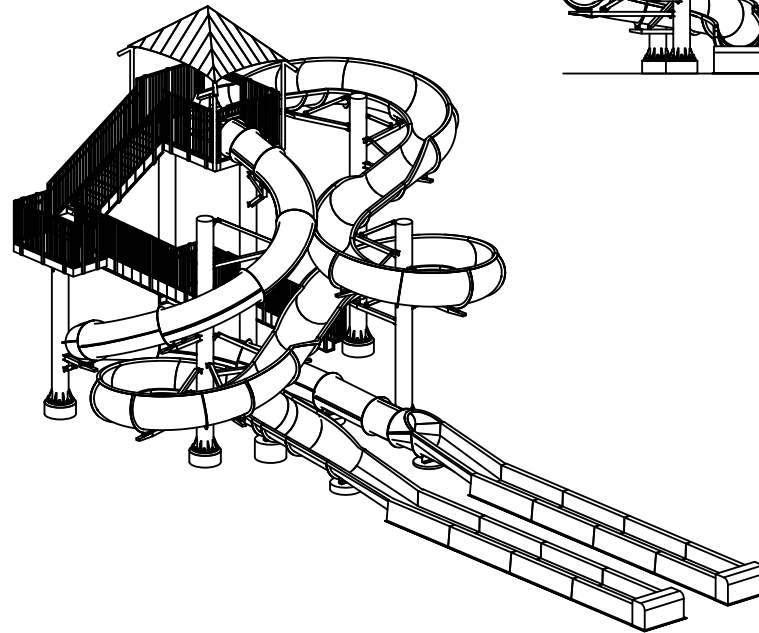
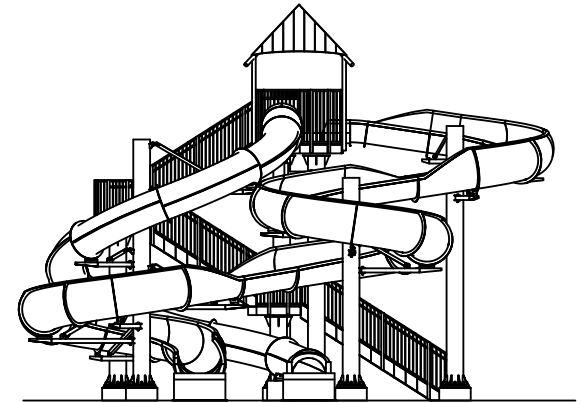
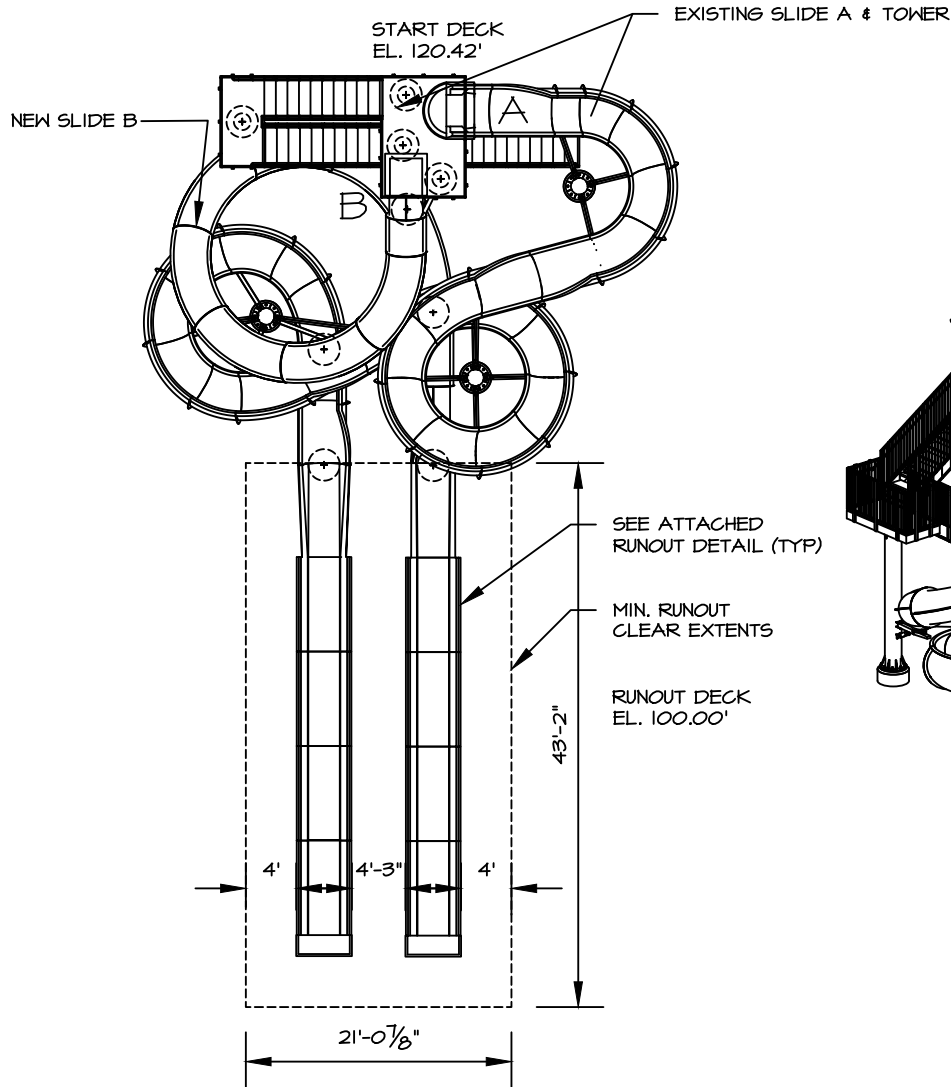
v. 800.844.5334
f. 913.294.2496

TITLE:		
PROJECT:		
CLIENT:		
DATE:	DESIGNER:	COUNTRY:
SCALE:	CITY:	STATE:

MARK	SLIDE TYPE	GPM	HEIGHT (ft)	LENGTH (ft)
B	32" ENCLOSED FLUME BODY SLIDE	300-500	20.42'	121.46'
TOTAL LENGTH:				121.46'

SUPPORT STRUCTURE	QUANTITY
SUPPORT ARMS FOR SLIDE B	7

Slide height is from finished runout deck to finished start deck.
 * Slide length includes 39.00' of runout.



The dimensions contained herein are a result of initial site information that was provided during the preliminary design process. While every attempt has been made to assure accuracy, final construction drawing dimensions may vary.

**PRELIMINARY
NOT FOR CONSTRUCTION**

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Mission, KS Bid4FINAL.dwg

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SPLASHTACULAR
 Waterslides and Waterpark Attractions
 102 West Kaskaskia Street, Suite 201 v. 800.844.5334
 Paola, KS 66071 f. 913.294.2496

TITLE: PROPOSED OUTDOOR SLIDE LAYOUT		
PROJECT: MISSION AQUATIC CENTER		
CLIENT: WESTPORT POOLS		
DATE: 1/23/2017	DESIGNER: BCM	COUNTRY: USA
SCALE: NTS	CITY: MISSION	STATE: KANSAS

BID #4
 | OF |

**ADDENDUM TO
CONSTRUCTION AGREEMENT**

This Addendum to Construction Agreement (“Addendum”) is made by and between the City of Mission, Kansas (“Owner”) and AZS Industries, LLC d/b/a Splashtacular of Paola, Kansas (“Splashtacular”), as an Addendum to that certain Construction Agreement dated October 27, 2017 (the “Agreement”) and is made expressly as a condition to the City’s execution of the Agreement. To be clear, the City of Mission, Kansas would not sign the Construction Agreement without Splashtacular’s agreement to sign this Addendum.

WHEREAS, Splashtacular has proposed the terms of the Agreement, which are generally acceptable to the City, but fails to describe the Owner’s indemnification rights as well as Splashtacular’s agreement with regard to minimum insurance requirements; and

WHEREAS, Splashtacular is willing to agree to provide the required indemnification and to maintain the required insurance, all as described in this Addendum.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and as and for additional consideration to induce the parties to enter into the Agreement, the parties agree as follows:

1. Insurance. Splashtacular shall maintain liability coverage, and provide Certificates of Insurance to the City upon request evidencing the following coverage:

a. General Liability. Splashtacular shall maintain general liability coverage including Premises-Operations Liability, Independent Contractors Liability, Products and Completed Operations, and Broad Form Property Damage Insurance, with the following minimum limits:

- i) Bodily Injury and Personal Property Damage: \$1,000,000.00 combined single limit per occurrence; \$2,000,000.00 aggregate
- ii) Fire Damage Liability: \$1,000,000.00

All coverage should contain a “per project aggregate” provision. Splashtacular shall also maintain coverage for at least three (3) years following completion of the Project and be required to provide evidence of coverage accordingly. The City of Mission shall be named as an additional insured for general liability including Products and Completed Operations.

b. Automotive Liability. Splashtacular shall maintain Automotive Liability coverage on a “Symbol 1-Any Automobile” basis including coverage for Non-owned and Hired Auto Liability providing for injuries to members of the public and damage to property of others arising from use of motor vehicles within these minimum limits:

- i) Bodily Injury and Property Damage: \$1,000,000.00 combined single limit per occurrence;
- c. Workers' Compensation. Splashtacular shall maintain Worker's Compensation coverage for all claims made under applicable state worker's compensation laws with the following minimum limits:
 - i) Worker's Compensation: Statutory
 - ii) Employer's Liability: \$500,000.00 each accident; \$500,000.00 disease-policy limit; \$500,000.00 disease-each employee
- d. Umbrella Liability. Splashtacular shall maintain an Umbrella Policy with limits of not less than \$4,000,000.00

2. Indemnification. Splashtacular agrees to indemnify the Owner from any all Loss where Loss is caused or incurred as a result of the negligence or other actionable fault of Splashtacular, its employees, agents, subcontractors and suppliers, limited to the extent thereof.

a. "Loss" means any loss, damage, liability or expense incurred as a judgment, settlement, penalty, or fine (including attorneys' fees and the cost of defense) in connection with any action proceeding demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance under the Agreement, whether arising before or after the completion of the work required thereunder.

b. It is agreed as a specific element of the consideration given under the Agreement that this indemnity shall be limited to the extent of Splashtacular's negligent acts or omissions.

3. No Other Changes. In all other respects, the Agreement as drafted shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have set their hand as of the date indicated below.

CITY OF MISSION, KANSAS

AZS INDUSTRIES, LLC d/b/a

SPLAS

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____