

RESOLUTION R-15-80

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH CONFLUENCE IN THE AMOUNT OF \$25,000.00 FOR THE IMPLEMENTATION OF A HOUSING POLICY AND STRATEGIC FRAMEWORK PLAN.

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to complete a housing policy and strategic framework plan to help guide decision making through 2030; and

WHEREAS, the City desires to engage Confluence as the Consultant to render professional consulting services for the project described in this Agreement, and the Consultant is willing to perform such services.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into a contract with Confluence for work outlined in the contract for a total amount not to exceed \$25,000 to conduct a Housing Policy and Strategic Framework Plan.

FURTHER, funds for such purpose are authorized from the General Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 14TH DAY OF DECEMBER 2015.



Mayor Bill Garnos

ATTEST:



Ruth E. Bocchino, City Clerk



All-America City

Gladstone



2008

DATE: DECEMBER 4, 2015

TO: KIRK L. DAVIS, CITY MANAGER

FROM: SCOTT WINGERSON, ASSISTANT CITY MANAGER *Scott*

RE: HOUSING POLICY AND STRATEGIC FRAMEWORK PLAN

Please find enclosed a proposed Resolution for City Council consideration authorizing the City Manager to enter into a contract with Confluence to conduct a Housing Policy and Strategic Framework Plan.

The contract is based on the general concept presented to the City Council on September 24, 2015. The concepts were refined and an RFP developed. Although several firms expressed an interest, Confluence was the only firm that submitted a proposal. The final scope is attached for your consideration.

Please consider placing the attached Resolution on the Agenda for Council consideration on December 14, 2015. If you should have any questions, please contact me at your convenience.

Neighborhood Housing Policy – Strategic Framework Plan

Gladstone, Missouri

CONFLUENCE

November 20, 2015

DRAFT SCOPE OF SERVICES

TASK 1 | DATA COLLECTION + KICK-OFF MEETING

PROJECT ORGANIZATION AND ADMINISTRATION

An initial kick-off meeting with City of Gladstone staff will be facilitated by our team to establish roles and responsibilities, identify project contacts and communication protocols, discuss background information relative to recent local housing trends, determine initial data needs, and verify our proposed schedule of work with confirmed dates for key project milestones and deliverables.

A key component of this meeting will be identifying/acquiring existing data and base information from the City of Gladstone (further refined below), and establishing a list of priorities to guide our team's planning efforts during the project.

Information to be provided to our team by the City of Gladstone includes, but is not limited to, the following:

- All Relevant Existing GIS and Property/Parcel/Demographic Data
- Any Area Improvement Plans + Summaries
- Any Existing Study Area Survey Information
- City's Capital Improvements Plan
- Any Relevant Housing Trends, Neighborhood Codes Violations, Neighborhood Crime Statistics, Etc.
- Any Current Development / Redevelopment Proposals or Initiatives
- Any Existing Housing Stock Information (size, type, age, owner/rental, etc.)
- Any Historic Documentation
- City's Anticipated Project Goals / Objectives

DATA GATHERING, SURVEYING AND BASE MAPPING

Utilizing base information provided by the City, our team will assemble base maps illustrating the overall study area, including relevant existing housing and neighborhood conditions, and other key area features that may influence the next step in the planning process in the study area. Our team will also gather additional information relative to housing and neighborhood revitalization strategies and initiatives, and examples of economic development/incentive programs aimed at stabilizing and revitalizing existing neighborhoods and housing stock from similar communities and other available sources.

Deliverables

- Base Mapping
- Anticipated Goals / Objectives
- Area Housing and Neighborhood Conditions Map
- Relevant Examples of Neighborhood/Housing Strategies and Programs

TASK 2 | NEIGHBORHOOD + HOUSING ANALYSIS

STUDY AREA ANALYSIS

Our team will prepare a series of planning maps and diagrams to analyze existing conditions relative to housing and neighborhood vitality within the study area to identify areas of strength/stability and areas of need/opportunity. These will be identified utilizing a wide variety of available data sources using criteria established in collaboration with City staff. Our team will also explore examples from other regional or national housing and neighborhood data bases, trends, and/or statistics in order to be used in a comparative manner to illustrate the relative vitality of Gladstone's neighborhoods and housing stock.

This analysis will assist in establishing a basis of understanding existing conditions affecting neighborhoods and the range of housing availability and conditions throughout the study area. An executive summary of existing conditions will be prepared, including the relative mix of housing types currently available and/or in the development pipeline within the study area. This information will be utilized to begin formulating ideas in collaboration with City staff for what types of new residential options could be considered for the future.

Our team will also collect and assemble a range of examples and options for new and/or remodeled housing types for City staff review and consideration. At this point of the study effort, these examples are not intended to be site-specific recommendations, but rather a list of possibilities that could be explored or considered in the future.

Deliverables

- Planning Maps and Diagrams
- Examples of Regional / National Housing + Neighborhood Statistics
- Summary of Existing Conditions
- Examples of New + Remodeled Housing Types for Future Consideration
- Summary of Analysis Activities + Findings

TASK 3 | STRATEGIC FRAMEWORK PLAN

STRATEGY FRAMEWORK DEVELOPMENT

Utilizing the results of prior work efforts and input received in the planning process, our planning team will collaborate with City staff to prepare a framework plan outlining potential strategies for addressing the identified housing and neighborhood improvement opportunities. This plan will be developed and summarized into a booklet complete with copies of maps and diagrams outlining the planning process and initial findings for the project. The plan will also include recommendations for additional analysis, community engagement, and next steps for City consideration in moving forward with more specific policy and implementation activities in the future. A summary power point presentation will also be prepared, and members of the planning team will present this information to the Planning Commission and the City Council to brief them on the results of this initial work effort.

The intent of this work product is to provide a summary of the analysis and findings, as well as a series of improvement, enhancement, and incentive options for additional consideration by the City of Gladstone over the next several months. This will provide an opportunity for City staff, officials, and elected/appointed representatives to evaluate and consider these future neighborhood and housing possibilities in advance of the next round of planning and decision-making, which is anticipated to be more focused on implementation and application of these initial findings.

Deliverables

- Strategic Framework Plan – Summary Document (approx. 30-40 page booklet)
- Final Maps and Diagrams
- Recommendations for Next Steps – Community Engagement, Policy and Implementation Considerations
- Summary Power Point Presentation

TENTATIVE PROJECT SCHEDULE

Our team has prepared the following anticipated schedule for the planning process, and remains flexible to adjust these dates if needed to coordinate with other City activities and schedules. The final schedule can be solidified at the beginning of our planning process, and dates for all upcoming meetings will be established in consultation with City staff.

- Data Collection + Kick-Off Meeting: January – February 2016 (2 months)
- Neighborhood + Housing Analysis: March – May 2016 (3 months)
- Strategic Framework Plan: June – July 2016 (2 months)

FEES

Confluence will perform the scope of services above according to the lump sum fees outlined below. If the nature of the scope of services changes or if the fees outlined herein require an increase, Confluence will notify the Client of the revised scope and/or fee before proceeding with any additional work.

Task 1: Data Collection + Kick-Off Meeting	\$ 5,450
Task 2: Neighborhood + Housing Analysis	\$ 8,800
Task 3: Strategic Framework Plan	\$ 10,250
<u>Reimbursable Expenses:</u>	<u>\$ 500</u>
TOTAL:	\$ 25,000

AGREEMENT

THIS AGREEMENT, made and entered into this 23 day of December, 2015, (the "Effective Date") by Confluence (hereinafter "Contractor") and the City of Gladstone, Missouri (hereinafter "City").

WHEREAS, the City desires to engage the Contractor to provide services to the City as more fully described in the Contractor's proposal dated November 20, 2015 (hereinafter referred to as the "Project Services") attached hereto as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his or their executors and administrators, as follows:

SECTION 1. Term of Agreement. This Agreement shall begin as of the Effective Date. The Contractor shall complete the Project Services no later than July 31, 2016, unless otherwise extended or terminated as provided herein.

SECTION 2. Scope of Services. The Contractor shall provide the Project Services described in Exhibit A. The Contractor will hire, train, supervise, direct the work of, and discharge all personnel engaged by them to perform the Project Services. The Contractor is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Contractor's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.

The Contractor will utilize the personal services of its staff to deliver the Project Services. The Contractor may also engage third-party contractors and other parties in connection with its performance of the Project Services, subject to prior approval by the City.

SECTION 3. Payment. The Owner hereby agrees to pay the Contractor, for the Project Services, the sum of \$25,000.00 unless authorized by the City pursuant to a change order approved by the City in accordance with applicable City ordinance requirements. The City will pay all proper invoices within thirty (30) days of receipt. The following establishes the invoice procedure:

1. All invoices shall contain a narrative entry sufficient to describe the work or task performed and an indication of the person and job classification who performed the work.
2. Time shall be billed in quarter hour increments.

SECTION 4. Prevailing Wages. The Contractor shall comply with all laws regarding the payment of prevailing wages to employees of the Contractor or subcontractor, if applicable. Contractor shall indemnify the City for any damage resulting to the City from failure of either the Contractor or any subcontractor to pay prevailing wages pursuant to applicable laws.

SECTION 5. Construction Safety Training.

A. Not Applicable.

SECTION 6. Notice of Penalty Provisions

A. Not Applicable

SECTION 7. Unauthorized Aliens. Pursuant to 285.530(1), RSMo., by its sworn affidavit in substantially the form attached hereto as Exhibit B and incorporated herein, Contractor hereby affirms its enrollment and

participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

SECTION 8. Insurance Requirements.

- A. General Provisions. Contractor shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below, and shall maintain such insurance until this contract is terminated.
- B. Limits and Coverage.
1. Commercial General Liability Insurance: Commercial General Liability Coverage in an aggregate amount of not less than the limit on liability pursuant to Section 537.610 RSMo for all claims arising out of a single accident or occurrence and \$1,000,000 for any one person in a single accident of occurrence.
 - a. The following endorsements shall attach to the policy:
 - (i) The policy shall cover personal injury as well as bodily injury.
 - (ii) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
 - (iii) Broad form property damage liability shall be afforded.
 - (iv) The City shall be listed as an additional insured.
- C. Workers' Compensation Insurance: The Contractor shall obtain and maintain Workers' Compensation Insurance for a limit of \$500,000 for all of their respective employees, and in case any work is sublet, the Contractor shall require any subcontractors to provide Workers' Compensation insurance for all subcontractors' employees, in compliance with Missouri law. The Contractor hereby indemnifies the City for any damage resulting to it from failure of either the Contractor or any contractor or subcontractor to obtain and maintain such insurance.
- D. Commercial Automobile Liability Insurance: Contractor shall obtain and keep in force commercial automobile liability insurance with a minimum combined single limit of \$100,000, covering scheduled automobiles. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Agreement, by the Contractor or subcontractor. The minimum limits for commercial automobile liability insurance may be satisfied by maintaining excess/umbrella liability coverage in an amount sufficient to meet the minimum limits.

SECTION 9. Labor and Materials Payment Bond

- A. Labor and Materials Payment Bond. Prior to commencement of construction, Contractor shall furnish a labor and materials payment bond in a form acceptable to the City Attorney, in an amount equal to 100% of the total cost of completing the Work, as determined by the City, conditioned upon the payment for all labor and materials suppliers. Copies of certifications of such bond shall be delivered to the City prior to the commencement of construction.

SECTION 10. General Conditions

- A. Compliance with Laws and Safety Regulations. Contractor shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Contractor shall secure all licenses, permits,

etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement. In the performance of the Project Services, Contractor shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any other pertinent federal, state and/or local safety or environmental laws or regulations.

Contractor shall obtain and maintain an occupational or business license with the City, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor.

- B. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
- C. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws.
- D. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in this contract, Contractor (or surety) shall be liable to the City in the amount of \$100.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.
- E. Termination. The City shall have the right at anytime by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

- F. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph E above, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the

work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

G. Liability.

1. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.
2. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.
3. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
4. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
5. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
6. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

H. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Gladstone, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of Section 105.450 et seq., RSMo., shall not be violated.

I. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

J. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political

opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

K. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

1. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
2. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.

L. Notices. Any notice, approval or other communication between the City and the Contractor pursuant to this Agreement shall be made in writing and shall be deemed to be effective upon receipt or refusal of service and may be given by personal delivery, courier, reliable overnight delivery or deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, to the address specified below or to such other address as may later be designated by written notice of the other party:

The City: City of Gladstone, Missouri
Attn: _____
7010 North Holmes
Gladstone, Missouri 64118

Contractor:

CONFLUENCE
Attn: CHRIS CLINE
417 DELAWARE
KC MO 64105

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Contractor.

M. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

N. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Clay County, Missouri.

IN WITNESS WHEREOF the Contractor and the City have executed this Agreement as of the Effective Date.

CONFLUENCE

By: _____

Name: WM. CHRISTOPHER CLINE

Title: PRINCIPAL / VICE PRESIDENT

CITY OF GLADSTONE, MISSOURI:

By: _____

Name: Kirk L Davis

Title: City Manager

EXHIBIT A
PROJECT SERVICES
(see attached)

Neighborhood Housing Policy – Strategic Framework Plan

Gladstone, Missouri

CONFLUENCE

November 20, 2015

DRAFT SCOPE OF SERVICES

TASK 1 | DATA COLLECTION + KICK-OFF MEETING

PROJECT ORGANIZATION AND ADMINISTRATION

An initial kick-off meeting with City of Gladstone staff will be facilitated by our team to establish roles and responsibilities, identify project contacts and communication protocols, discuss background information relative to recent local housing trends, determine initial data needs, and verify our proposed schedule of work with confirmed dates for key project milestones and deliverables.

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Deliverables

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TASK 3 | STRATEGIC FRAMEWORK PLAN

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- | | |
|---------------------------------------|------------------------------------|
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<i>Reimbursable Expenses:</i>	<i>\$ 500</i>
<hr/>	
TOTAL:	\$ 25,000

EXHIBIT B

CITY OF GLADSTONE, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)

STATE OF MISSOURI)
COUNTY OF CLAY) ss.

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared CHRIS CLINE, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is CHRIS CLINE and I am currently the PRINCIPAL of CONFLUENCE (hereinafter "Contractor"), whose business address is 417 DELAWARE, KCMO and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the [describe project] NEIGHBORHOOD HOUSING PROJECT contracted between Contractor and the City of Gladstone, Missouri.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

[Signature]
Affiant

WM. CHRISTOPHER CLINE
Printed Name

Subscribed and sworn to before me this 5th day of December, 2015.

[Signature]
Notary Public

SEAL

