

RESOLUTION NO. R-20-50

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GOULD EVANS FOR THE PURPOSE OF CREATING A COMMUNITY PRODUCTIVITY ANALYSIS IN THE AMOUNT OF \$20,380.00.

WHEREAS, Gould Evans will work with city staff to create a Community Productivity Analysis in an effort to help our community plan for our future fiscal health as growth and development occur; and

WHEREAS, this analysis will be used in conjunction with the beginning phases of the Comprehensive Plan Update; and

WHEREAS, Gould Evans will provide a copy and present to City Council the overall results of the analysis; and

WHEREAS, the proposal received from Gould Evans in the amount of \$20,380.00, which includes all options of the Scope of Services, has been determined by the City Manager to be a fair proposal.

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

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute an agreement with Gould Evans for work as outlined in the attached proposal documents for a total amount not to exceed \$20,380.00.


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

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 12TH DAY OF OCTOBER 2020.



Jean B. Moore, Mayor

ATTEST:



Ruth E. Bocchino, City Clerk



Request for Council Action

RES # R-20-50

BILL # City Clerk Only

ORD # City Clerk Only

Date: 10/6/2020

Department: Community Development

Meeting Date Requested: 10/12/2020

Public Hearing: Yes Date:

Subject: Community Productivity Analysis – Gould Evans, Planning & Design Firm

Background: As City Staff prepares to kick-off the Comprehensive Plan update, we are seeking professional services from Gould Evans to conduct a Community Productivity Analysis. Gould Evans will work with City Staff to develop a true cost benefit analysis of different development patterns that will provide necessary information to support informed decisions regarding future growth and development of Gladstone.

Gould Evans will provide the following services:

- General Spatial Data Analysis
- Infrastructure Visualization
- 3D Taxable Value per Acre Visualization by parcel
- 3D Taxable Value per Acre Visualization by zip code or other
- Walkability Map
- Building Type Survey
- Regulatory Barrier Assessment
- ROI Analysis
- Productivity Opportunity Analysis
- Building A Stronger Gladstone Brochure
- Presentation (2)

For more detail of each service area, please see the attached Scope of Services.

Budget Discussion: Funds are budgeted in the amount of \$ 20,380 from the General Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$0

Public/Staff Input/Commission: This open study presentation to City Council by Dennis Strait, Gould Evans, took place on Monday, September 28, 2020. The consensus from the City Council was to move forward with the project as a component of the Comprehensive Plan update.

Provide Original Agreements, Leases, Agreements, etc. to: City Clerk and Vendor

Austin Greer, Assistant to the City Manager & Planning Administrator

PC
City Attorney

SW
City Manager

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT made this 12th day of October, 2020, by and between the City of Gladstone, Missouri, ("Client") and Gould Evans, P.C., a Missouri Small Business Corporation, or S-Corporation ("Consultant").

WITNESSEH

WHEREAS, the Client desires to engage the Consultant to render certain agreed upon professional planning services for preparation of a Community Productivity Analysis, and the Consultant is willing to provide such services, all upon the terms set forth below.

NOW, THEREFORE, in consideration of these premises, the parties hereto agree as follows:

1. **Scope of Services:** The Consultant will undertake work assigned by Client relating to *Attachment A: Scope of Services*.
2. **Time and Performance:** The Consultant's services shall commence upon execution of this Agreement by both parties. Once approved by the Client, the Consultant shall complete the tasks described in the Scope of Services within 6 months from the date of execution of this Agreement, unless delayed by circumstances beyond Consultant's control.

The Consultant will exercise reasonable skill, care and diligence in the performance of its services, and will carry out its responsibilities in accordance with the customarily accepted planning practices in Consultant's community. The Client shall be responsible for the timely delivery of data and support information requested by the Consultant in a manner that will allow the Consultant the ability to perform its services within the time frame noted above.

Compensation: The Consultant shall be compensated, a fixed fee not-to-exceed **\$20,380.00 (Twenty Thousand Three Hundred Eighty Dollars)**, including reimbursable expenses. Consultant will bill based upon the percentage of work complete by Task, up to the maximum fees stated above. Consultant will not exceed the maximum fees stated above without written authorization from the Client.

3. **Payment:** The Client shall pay the amount due within 30 days after receipt of Consultant's invoice. If the invoice is not paid within 30 days, the Consultant may suspend services upon written notice to the Client. If a portion of the Consultant's statement is disputed, the Client shall pay the undisputed portion by the due date. Interests on amounts due and unpaid shall accrue at the rate of 1.5% per month from date due until paid. In any action to recover payment due, Consultant shall be entitled to recover its attorney's fees costs. The Client shall advise the Consultant in writing of the basis for any disputed portions of the statement within 7 days of receipt of invoice. Undisputed portions of the invoice shall be timely paid by Client notwithstanding such disputed portions.
4. **Time and Expense Records:** The Consultant shall keep and maintain time and expense records relating to the scope of services described above, together with supporting receipts, vouchers, and appropriate documentation. As necessary, these records and other appropriate documentation may be required to support invoices submitted to the Client. The Client shall

have the right to examine such records as it deems necessary upon reasonable notice to the Consultant at Consultant's place of business during normal business hours.

5. **Authorization of Changes:** Any changes or additional tasks required for the performance of this Agreement and any compensation due for the provision of additional services shall only be authorized by the Client in writing, and the Consultant shall first request such changes in writing. The Consultant shall be compensated for any additional tasks so approved and authorized, based upon a fee determined by the Consultant and Client for such additional professional services.
6. **Liability:** To the extent permitted by applicable law, the Consultant agrees to indemnify and hold harmless the Client, its employees, officials, agents and representatives, from any and all losses of whatever kind to the extent caused by Consultant's negligent acts of failure to act in performance of this Agreement. To the extent permitted by applicable law, the Client agrees to indemnify and hold harmless the Consultant, its staff and employees and affiliates from any and all losses of whatever kind to the extent caused by Client's negligent acts or failure to act in performance of this Agreement.
7. **Disputes/Termination:** Each party may terminate this Agreement with ten (10) days' written notice to the other party. In the event of such termination, provided the consultant is not then in default under this Agreement, the Client shall pay the Consultant its compensation and expenses to and through the actual date of termination, upon documentation of those costs by written invoice to the Client.
8. **Ownership of Documents:** Upon receipt of final payment by Consultant, all original final documents, studies or graphic materials, drawings, plans and digital files prepared by the Consultant shall be deemed property of the Client except as to confidential matters or trade secrets of the Consultant (if identified as such in writing by the Consultant), but only after the final payment by the Client for the same. The Consultant shall be permitted to retain copies, including reproducible copies, of the Consultant's drawings, specifications and other documents. The Client's right of ownership in all such documents shall not prohibit the Consultant from future utilization of design or planning drawings or concepts in the ordinary course of Consultant's business and the Client hereby grants the unrestricted permission to use all such data contained in the Consultant's drawings, text and other documents.

The Client shall prohibit any Contractor and its subcontractors or suppliers from utilizing the Consultant's drawings or other documents on other projects not authorized by the Client. In the case of any future reuse of the documents by the Client without Consultant's direct professional involvement, the Consultant's and Consultant's consultants' names shall be removed from all such documents and the Consultant shall not be liable to the Client in any manner whatsoever for their reuse. Due to the potential exposure to liability when reused, the Client agrees to indemnify and hold harmless the Consultant, Consultant's consultants, their agents, and employees, from and against any claims, damages, losses and expenses including, but not limited to, attorney's fees, arising out of or resulting from the Client's reuse of any such drawings or documents other than for use in this Project with Consultant's direct involvement, including any claims brought by any third-parties, and including any claims relating to the Consultant's or its consultants' negligent preparation of any such drawings or other documents. The Client's obligations under this paragraph shall survive any termination of this Agreement and shall be binding upon the Client's successors and assigns.

9. **Confidentiality of Findings:** Any reports, information, data or intellectual property whatsoever given or prepared as assembled by the Consultant under this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the Client, except for those uses specified in Item 10, Public Relations.
10. **Public Relations:** Consultant shall have the right to retain and utilize copies of all work it produces on the Project for citation and dissemination in the Consultant's resume, brochures and other generally recognized forms of professional public relations.
11. **Extent of Agreement:** This Agreement represents the entire and integrated agreement between the Client and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and Consultant.
12. **Severability:** Should any of the provisions of this Agreement be determined to violate any state law or City ordinance, that shall not affect the validity of the other terms of this Agreement and there shall be added to this Agreement a legal, valid or enforceable term or provision as similar as possible to the stricken provision.
13. **Applicable Law:** Parties agree that Missouri law is controlling in interpreting this Agreement. The venue for any disputes arising under the Agreement shall be the Circuit Court of Jackson County, Missouri.
14. **Insurance:** Consultant shall maintain, at its own expense, the following insurance with insurance companies reasonably acceptable to Client:
 - (a) Professional Liability Insurance in the amount of five hundred thousand Dollars (\$500,000.00) (per claim and aggregate, with all coverage retroactive to the earlier of the date of this Agreement and the commencement of Consultant's services under this Agreement) covering personal injury, bodily injury and property damages to the extent caused by consultant's negligent acts, errors or omissions, which coverage shall be maintained for a period of three (3) years after the date of final payment under this Agreement.
 - (b) Commercial General Liability Insurance, occurrence form, (including completed operations and broad-form contractual liability) in the amount of five hundred thousand Dollars (\$500,000.00) combined single limit per occurrence and aggregate covering personal injury, bodily injury and property damage, which insurance shall name the Client as an additional insured.
 - (c) Commercial Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, in the amount five hundred thousand Dollars (\$500,000.00) covering bodily injury and property damage, which insurance shall name the Client as an additional insured.
 - (d) Worker's Compensation Insurance, which shall fully comply with applicable law, and employer's liability insurance with limits of not less than one hundred thousand Dollars (\$100,000.00) per accident / \$1 Million disease policy limit / \$1 Million disease each employee. Consultant shall provide a valid waiver executed by its

worker's compensation and employer's liability insurance carrier of any right of subrogation against Client or its employees for any injury to a covered employee working on Client's premises.

Upon execution of this Agreement, Consultant shall provide to Client Certificates of Insurance reflecting the required coverages at their request. The certificates shall specify the date when such insurance expires. Each policy and each Certificates of Insurance shall provide that Client shall be given not less than thirty (30) days' written notice before cancellation, non-renewal of coverage of such insurance except for non-payment. A renewal certificate shall be furnished to Client prior to the expiration date of any coverage, and Consultant shall give Client written notice of any reduction or other material modification in such insurance no later than thirty (30) days prior to such change.

15. **Assignment:** Consultant shall not assign this Agreement or any part hereof, or the right to any payments to be received hereunder, without prior written consent of Client. However, Consultant may subcontract portions of the services the sub consultants without violating this provision.

16. **Mediation:** In the event that a dispute shall arise between the parties to this Agreement, then as a condition precedent to an arbitration or legal action by either party, the parties agree to participate in at least four hours of mediation, as needed, in an effort to resolve the dispute. The parties agree to split the mediator's fees equally. The mediation shall be administered by a mutually agreeable mediation service and shall be held in Kansas City, Missouri, unless another location of mutually agreed upon.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above,

FOR:

FOR:

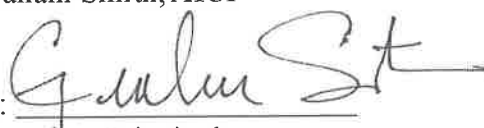
CITY OF GLADSTONE, MISSOURI

GOULD EVANS

Name: Scott Wingerson

Name: Graham Smith, AICP


Signature: 
Title: City Administrator


Signature: 
Title: Associate Principal

Date: 10/15/2020

Date: 10.15.2020

ATTEST:


City Clerk


City Attorney

Attachment A: Scope of Services

**COMMUNITY PRODUCTIVITY ANALYSIS
Gladstone, MO**

10.02.2020

The future of a community is defined by the numerous variables that impact the physical, social and fiscal health of the city. Too often, as communities plan for the future their fiscal health is either not considered or assumed to be addressed as growth and development occurs. As the City of Gladstone embarks upon its Comprehensive Plan update, it is imperative that the community understands the manner in which the city redevelops will impact its ability to provide the necessary infrastructure and services that support the quality of life expected by residents. The services identified will build an understanding of the current and potential productivity of development and its impact to the long-term fiscal health of Gladstone. We do this in a manner that provides necessary data for the community to make informed decision about the future.

1. General Spatial Data Analysis – Collect and document socio-economic data and trends for the community through meetings with city staff and review and analysis of census data and other city data sources:
 - a. What is the city worth? – Total taxable value
 - b. Percentage of change – population, land area, general fund employees, general fund expenditures (adjusted for inflation) by decade.
 - c. Infrastructure built before and after 1950 – streets, water, sewer and storm water.
 - d. Estimate cost of streets and other infrastructure with available data (annual liability vs. dedicated revenue)
 - e. Park acres per resident?
 - f. What pays for general services - % of property tax, sales tax, other
 - g. Upside-down Properties - where is the land more valuable or equal to the value of the improvements, including vacant property, as an indication of land appropriate for redevelopment.
2. Identify percentage of change in population, land area, and infrastructure pre- and post-1950. Prepare a visualization of infrastructure pre and post 1950.
3. Prepare 3-dimensional mapping of taxable value per acre by parcel.
4. Prepare 3-dimensional mapping of sales tax per acre by zip code or other available geographies.
5. Walkability Map – prepare an enhanced walkability map of Gladstone along with an explanation of the correlation between walkability and value and the features that make portions of the city more walkable than others.
6. Building-Type Survey – Identify the most economically potent building types (5 total) for Gladstone.

7. Regulatory Barriers Assessment – Identify barriers within the current development standards to creating and increasing productive properties and more economically productive building types within Gladstone.
8. Return on Investment Analysis - In order to support the long-term care of infrastructure, it is critical that planning policies and regulations anticipate financially sustainable development patterns, meaning that the total property tax generation for the city should be supportive of basic infrastructure. This task focuses on ROI for the City, identified through the total revenue generated versus the cost of infrastructure and services.
 - 8.1 Sub-district ROI - This exercise identifies the various development contexts within Gladstone and applies a return-on-investment analysis for each of those development contexts. This direction illustrates a greater level of detail and specificity to the various development contexts within the City of Gladstone.
 - a. Identification of Sub-Districts – The Community Development Department for the City of Gladstone will assist in identifying the distinct sub-districts in Gladstone, either by land-use, neighborhood/district, or development pattern. These sub-districts will allow us to compare and contrast the economic productivity of various contexts to identify development patterns that are valuable for the city.
 - b. Estimation of Annual Revenue – Annual property tax generation within each defined sub-district will be estimated.
 - c. Estimated Annual Liabilities – Annual cost for deferred maintenance and replacement for city infrastructure (streets, sewers, etc.) will be estimated for each sub-district.
 - d. Cost/Benefit Ratio – For each sub-district, a cost/benefit ratio will be created to identify and compare the performance of each defined geography.
 - e. Visualization – 3-dimensional mapping will be created to visualize the following:
 - a. Cost/Benefit Ratios by sub-district
 - b. Net gain or net loss by sub-district
9. Productivity Opportunity Analysis – provide examples of productivity enhancement through the application of different building typologies appropriate to Gladstone, as identified in Task 7, as redevelopment scenarios for underutilized properties, as identified in Task 1.g. Prepare a citywide opportunity analysis based on land available and the necessary redevelopment, median residential and commercial values, to create a breakeven or positive productivity scenario for Gladstone. Additionally, up to three areas will be studied for the application of specific building types to create positive productivity of the area.
10. Compile findings into a “Building A Stronger Gladstone” brochure
11. Present Productive City principles to Planning Commission / City Council and/or the Public

All the above items are dependent on the availability and level of detail of data.

As we’ve shared with you, we appreciate the way you are approaching the future of Gladstone. We would welcome the opportunity to assist you with strategies that will help guide that growth towards

financial sustainability. We've outlined the following costs for the above services to help you support the efforts of your comprehensive plan update.

PROJECT SCHEDULE:

We are proposing a 3-month project schedule from the receipt of a Notice-to-proceed. This timeline is reliant on timely delivery of data and review of draft analysis and documentation.

ANTICIPATED DATA NEEDS:

Gould Evans will make a data request for the information including documents, data and mapping that can inform the study. Gould Evans will communicate with the City of Gladstone to ensure any necessary available data (both historical and current) is utilized for this study, including but not limited to:

DATA	FORMAT
TAX PARCELS (sales and property - 2019 if available)	Spatial data
LAND USE PARCELS (and data fields – area, land use, assessed value, etc.)	Spatial data
BUILDING DATA	Year built, stories/height, building type, etc.
LAND AREA	Historical data, spatial or documentation
INFRASTRUCTURE (Streets, Sewer, Water & Storm Sewer)	Spatial data, date constructed
SALES TAX (by geography smaller than Zip Code)	Spatial data
MAINTANANCE CYCLE FOR INFRASTRUCTURE	Historical Data or documentation

Attachment B: Fee Schedule

	Task	Cost
1	General Spatial Data Analysis	\$ 1,840.00
2	Infrastructure Visualization	\$ 1,840.00
3	3D Taxable Value per Acre Visualization by parcel	\$ 920.00
4	3D Taxable Value per Acre Visualization by zip code or other	\$ 460.00
5	Walkability Map	\$ 460.00
6	Building Type Survey	\$ 1,380.00
7	Regulatory Barrier Assessment	\$ 3,360.00
8	ROI Analysis	\$ 1,380.00
	8.1 Sub-District ROI	\$ 3,220.00
9	Productivity Opportunity Analysis	\$ 2,760.00
10	<i>Building A Stronger Gladstone</i> Brochure	\$ 2,760.00
11	Presentation (2)	No Cost
	TOTAL FEE	\$ 20,380.00



September 21, 2020

City Council
City of Gladstone
7010 N Holmes Street
Gladstone, MO 64118

Re: COMMUNITY PRODUCTIVITY ANALYSIS

Dear Councilors,

For the past 70 years, development practices across the United States have focused on accommodating the automobile. As communities have spread out and created more infrastructure, this practice has yielded fiscally unsustainable communities. Planners, citizens, and community leaders are beginning to recognize the impacts that different development patterns have on our community; physically, economically, and socially.

During the early decades of the 20th century, we built communities in a pattern that supported the activities of people, and supported the water, sewer, and roadways necessary to conduct daily life and the public safety services to create community. Additionally, the walkable nature of those development patterns yielded a sufficient return (taxes) to pay for the maintenance of the infrastructure required (public investment) to serve it. As communities of all shapes and sizes began spreading out, as further areas were reachable by the automobile, and a larger infrastructure system was necessary to provide services, the taxes needed to supported development did not keep pace. Over the past several decades, these practices have led to communities that can no longer afford to maintain the public infrastructure systems that they have built. How do we begin to fix this situation?

Creating an understanding of the true costs and benefits of different development patterns will provide necessary information to support informed decisions regarding future growth and development. Gladstone has the opportunity to plan for a fiscally sustainable future—a future that prioritizes people, accommodates the automobile, and creates resiliency. As the city continues to evolve, assessing the productivity now and the future potential will assist in defining the most effective method to enhance and maintain the public systems and environment within Gladstone, for the residents, businesses, and the City.

4200 PENNSYLVANIA AVE
KANSAS CITY, MO 64111
816.931.6655

KANSAS CITY LAWRENCE PHOENIX SAN FRANCISCO NEW ORLEANS
WWW.GOULDEVANS.COM

Productivity Analysis

The productivity of development is measured by the amount of public revenue generated by development against the public cost of supporting that development. Public revenue is realized through taxes generated to the City of Gladstone, and costs are realized through the construction, maintenance and eventual replacement of the public systems – roadways, infrastructure including water, sewer, and stormwater. The productivity analysis will focus on the productivity of Gladstone through the current tax revenues generated offset by the costs of development – roadways, water, and sewer.

This study will focus on defining the fiscal health of the community today, and as change continues to occur. Measuring the productivity of the community will help residents understand the true cost of development and how much infrastructure and public services are paid for through tax revenues generated by that development. We will also identify the disparity between the costs and revenues to illustrate how continued development practices may be affecting the affordability of your city. The information will also provide a fiscal understanding of the city's fiscal health and impact of development on the future as a foundation for the upcoming Comprehensive Plan update. As the community looks to the future, this information will inform decisions and guide policies.

We look forward to the opportunity to work with you and the community.

Sincerely,

A handwritten signature in black ink, appearing to read "Graham Smith". The signature is written in a cursive, flowing style.

Graham Smith, AICP
Associate Principal

**WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO SECTION 285.530 RSMo**

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

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 Graham Smith, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Graham Smith and I am currently the Associate Principal of Gould Evans, P.C. (hereinafter "Contractor"), whose business address is 4200 Pennsylvania Avenue, Kansas City, Missouri 64111, 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 Community Productivity Analysis 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.



Affiant

Graham Smith

Printed Name

Subscribed and sworn to before me this 16th day of October, 2020.



Notary Public

SEAL **CARRIE JONES**
 Notary Public - Notary Seal
 STATE OF MISSOURI
 Jackson County
 My Commission Expires Dec. 16, 2022
 Commission # 14395206