

RESOLUTION NO. R-21-43

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SHOCKEY CONSULTING SERVICES FOR THE PURPOSE OF CONDUCTING A COMPREHENSIVE PLAN UPDATE IN THE AMOUNT OF \$120,000.00.

WHEREAS, Shockey Consulting will work with elected officials, members of the public, the Planning Commission, the City Manager, and City Staff throughout the process to obtain input and guidance as it relates to the Comprehensive Plan process; and

WHEREAS, Shockey Consulting will conduct a community assessment of existing conditions and demographics, establish a baseline of information, and assess future trends, projections, and potential impacts; and

WHEREAS, Shockey Consulting will complete a thorough review of the current plan document and existing plans and documents from other departments and organizations, including the *Shaping Our Future* Strategic Plan, Capital Improvements Plan, Stormwater Management Plan, Gladstone Village Center Transportation Plan, Parks Master Plan, and existing Ordinances and design guidelines to determine progress to-date and plan alignment; and

WHEREAS, Shockey Consulting will employ a meaningful and creative community engagement process to build upon prior planning efforts and surveying, identify key issues and themes, and establish a common direction for future land use; and

WHEREAS, Shockey Consulting will conduct market analysis that considers trends and forecasts and proposes actions to position Gladstone resilient from the impacts of COVID-19 and future disruptors; and

WHEREAS, Shockey Consulting will determine present and future housing, transportation, infrastructure, public health, environmental, and parks and recreation needs; and

WHEREAS, Shockey Consulting will propose economically sustainable land use policies, strategies, actions, and implementation steps based on future growth projections and designed to achieve the planning goals of the community; and

WHEREAS, Shockey Consulting will create both a document and an interactive, web-based plan that incorporates appealing graphics, photos, maps, clean design elements, and is written to convey policies in a cohesive manner easily understood by planning and development professionals, elected officials, and city staff.

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 a contract with Shockey Consulting Services for work as outlined in the attached proposal documents for a total amount not to exceed \$120,000.00.

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 23rd DAY OF AUGUST, 2021.


R.D. Mallams, Mayor

ATTEST:


Ruth E. Bocchino, City Clerk



Request for Council Action

RES ☒ # R-21-43

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 8/17/2021

Department: Community Development

Meeting Date Requested: 8/23/2021

Public Hearing: Yes ☐ Date:

Subject: Professional Services Agreement for Shockey Consulting Services – Comprehensive Plan Update

Background:

The Gladstone City Council created the Comprehensive Plan Task Force to aid in the development and search for the next consultant to address the Comprehensive Plan Update. Since the beginning of 2021, this task force has met periodically to discuss the Citizen Survey conducted by the ETC Institute, the Land Productivity Analysis completed by Gould Evans, the Request for Qualifications (RFQ) process, and the future of the Comprehensive Plan Update.

Three firms submitted documents for the Request for Qualifications. Those firms were Shockey Consulting, Gould Evans, and Confluence. Ultimately, the interview team that consisted of Bill Turnage (Planning Commission and Comprehensive Plan Task Force), Brenda Lowe (Capital Improvements, Planning Commission, and Comprehensive Plan Task Force), Tim Nebergall, Justin Merkey, and Austin Greer unanimously chose Shockey Consulting.

Shockey Consulting is a female owned and operated company comprised of many dedicated and talented professionals with diverse backgrounds. They provide award-winning management, planning and community engagement consulting services to federal, regional, state, and local governments and other public agencies. The firm was founded in 1998 and is headquartered in Lenexa, Kansas, with an office in the St. Louis Missouri region. Their company includes former government managers, community planners, strategic planners, and communications and public engagement specialists.

Recent recognitions include:

- 2017 Outstanding Public Outreach Program, Project, Tool or Community Initiative for Imagine Independence by the American Planning Association, Missouri Chapter
- 2017 Pioneer Award (Urban) City of Hutchinson for Imagine Hutch 2037 by the American Planning Association, Kansas Chapter
- 2015 Top 25 Under 25 Small Business by Thinking Bigger Business Media Inc.
- 2015 Top Women-Owned Business by the Kansas Department of Commerce

Sheila Shockey, Founder & President along with Shelby Ferguson, Urban Planner & Project Lead, presented in Open Study at the City Council meeting Monday, August 9th.

The contract for their services, is \$120,000.00 and will be on the City Council agenda for approval on the Monday, August 23rd City Council meeting.

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

Public/Staff Input/Commission:

N/A

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

Austin Greer, Community Development Director

JM

City Attorney

SW

City Manager

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of _____, 2021 (the "Effective Date"), by and between Shockey Consulting, a Kansas corporation having an office 7944 Santa Fe Drive, Overland Park, Kansas 66204 (the "Consultant") and the City of Gladstone, Missouri, a Missouri municipal corporation (the "City").

WHEREAS, the City desires to engage the Consultant to provide services to the City regarding certain services as more fully described in Exhibit A, entitled "Project Services" attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows.

1. Term of Agreement.

This Agreement shall begin as of the Effective Date and shall continue until the Project Services are completed, provided however, that the City may terminate this Agreement without cause upon written notice to the other parties, in which case the City shall pay Consultant for all services rendered and costs incurred up to that point in time.

2. Scope of Services.

A. The Consultant shall provide the Project Services described in Exhibit A. Exhibit A, the Project Services, is attached hereto and incorporated into this Agreement by reference as if set forth in full.

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

C. The Consultant will utilize the personal services of its staff to deliver the Project Services. The Consultant 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.

D. In no event is any work in excess of that described in Exhibit A authorized by this Agreement without the City and the Consultant first entering into a written supplemental agreement.

3. Compensation and Invoices.

A. The City agrees to compensate the Consultant in monthly installments based upon an estimate of the percentage of work completed by Consultant and in accordance with the Fee Schedule contained in Exhibit B. It is expressly understood that in no event will the total

compensation and reimbursement to be paid to the Consultant under the terms of this Agreement exceed the sum of One Hundred Twenty Thousand Dollars and No Cents (\$120,000.00).

B. The City will pay all proper invoices within thirty (30) days of receipt.

4. The City's Responsibilities.

The City shall give prompt notice to the Consultant of any matters of which the City becomes aware that may affect the Project Services of the Consultant. The City shall cooperate with the Consultant in performing the Project Services by making available at reasonable times and places relevant City documents and pertinent City officers and employees to advise, assist, consult and direct the Consultant. The City shall examine documents submitted by the Consultant and render decisions promptly as may be required.

5. Insurance.

A. General Provisions. Consultant shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below.

B. Limits and Coverage.

1. A policy of insurance for Commercial General Liability Coverage and Automobile Liability Coverage shall be provided in the aggregate amount of not less than \$2,000,000 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. The City shall be listed as an additional insured. The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.
2. The Consultant shall obtain and maintain Workers' Compensation Insurance at the limits required by Missouri law for all of their respective employees, and in case any work is sublet, the Consultant shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with Missouri law. The Consultant hereby indemnifies the City for any damage resulting to it from failure of either the Consultant or any contractor or subcontractor to obtain and maintain such insurance. The Consultant shall provide the City with a certificate of insurance indicating Workers' Compensation coverage by the Effective Date.
3. Professional Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate coverage.

6. **Termination.** Any party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days' notice to the other party in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement,

shall be provided to the City. Upon termination the City shall pay Consultant for all services rendered and costs incurred up through the termination date for any satisfactory work completed on the project prior to the date of termination.

7. Relationship of Parties.

It is the intent of the parties that the Consultant shall be an independent contractor in its capacity hereunder. Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by the Consultant as an independent contractor. The Consultant shall not have the power to bind or obligate the City except as set forth in this Agreement or as otherwise approved by the City in writing.

8. Notices.

Any notice, approval or other communication between the City and the Consultant 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
Attn: City Manager
7010 N. Holmes St.
Gladstone, Missouri 64118

Shockey Consulting:

Shockey Consulting
7944 Santa Fe
Overland Park, Kansas 66204

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

9. Disputes.

In the event of a dispute between the City and the Consultant arising out of or related to this Agreement, the aggrieved party shall notify the other parties of the dispute within a reasonable time after such dispute arises in an effort to resolve the dispute by direct negotiation or mediation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

10. Waiver.

A waiver by any party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.

11. 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 invalid, illegal or unenforceable provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

12. Entire Agreement; Governing Law.

This Agreement constitutes the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by all parties. This Agreement shall be governed by the laws of the State of Missouri. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Clay County, Missouri.

13. Counterparts.

This Agreement may be executed in separate counterparts.

14. Assignment.

Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party's absolute discretion. Nothing contained in this Section shall prevent the Consultant from engaging independent consultants, associates, and subcontractors to assist in performance of the Project Services, provided however, in the event Consultant employs independent consultants, associates, and subcontractors to assist in performing the Project Services, Consultant shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed. Each party binds itself and its successors and assigns to all provisions of this Agreement.

15. No Third Party Rights.

The provisions of this Agreement shall not be deemed to create any third party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

16. Good Faith Efforts and Cooperation.

The parties agree to use good faith efforts in a professional manner in the performance of their services and covenants in this Agreement and to cooperate at all times and coordinate their activities as necessary during the Term of this Agreement to assist in performance of the Project Services and to ensure performance of the Project Services in an efficient and timely manner.

17. Authority.

Each party represents to the other parties that it has the power and authority to enter into this Agreement and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Agreement. The Consultant represents that it has taken all action necessary or appropriate to authorize it to execute, deliver and perform this Agreement and to cause it to be binding upon the Consultant.

18. Covenant Against Contingent Fees.

The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

29. Ownership of Documents.

Payment by City to Consultant as provided herein shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Consultant exclusively for the Project Services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Consultant. Upon completion of the Project Services, Consultant shall deliver to City possession of all records pertaining to the Project Services.

21. Compliance with Laws.

Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Consultant shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

22. Consultant's Endorsement.

Consultant shall endorse as necessary all plans, specifications, estimates, and engineering data furnished by it, as necessary.

23. Indemnification and Hold Harmless.

Consultant shall indemnify and hold harmless City and its officers, agents, employees, elected or appointed officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Consultant, or its employees, or subcontractors, in the performance of Consultant's duties under this Agreement, or any supplements or amendments thereto.

24. Professional Responsibility.

Consultant will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering and land planning practices. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the professional engineering or land planning services necessary to correct errors and omissions that are caused by Consultant's failure to comply with above standard.

25. Tax Exempt.

City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.

26. Safety.

In the performance of the Project Services, Consultant shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes.

27. Anti-Discrimination Clause.

Consultant and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

28. Work Authorization.

Pursuant to Section 285.530(1), RSMo., by its sworn affidavit in substantially the form attached hereto as and incorporated herein, Consultant hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the professional services. Furthermore, Consultant affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the professional services

29. Anti-Discrimination Against Israel Act.

Pursuant to RSMo. §34.600, a public entity shall not enter into a contract to acquire or dispose of services, supplies, information technology, or construction valued at \$100,000, or with a contractor having ten or more employees, unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the State of Israel.

Pursuant to Section 34.600, Consultant shall, if applicable, execute the certification attached hereto and incorporated herein.

30. Force Majeure.

Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of terrorism, riot, labor condition) that was beyond the party's reasonable control.

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

SHOCKEY CONSULTING SERVICES.:

CITY OF GLADSTONE, MISSOURI:

By: 

By: _____

Name: Sheila Shockey

Name: _____

Title: President _____

Title: _____

Dated: 8/17/2021

Dated: _____

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

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

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 Office of Homeland Security or an equivalent federal work authorization program operated by the United States Office 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).

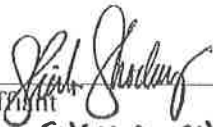
BEFORE ME, the undersigned authority, personally appeared SHEILA SHOCKEY, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Sheila Shockey and I am currently the President of Shockey Consulting Services, LLC (hereinafter "Contractor"), whose business address is 7944 Santa Fe, Overland Park, KS 66204, 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 who would work on the City's project.

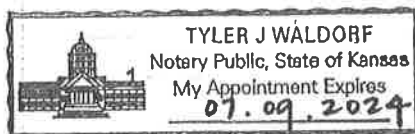
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.



AFFIRMED
SHEILA SHOCKEY
Printed Name

Subscribed and sworn to before me this 17 day of AUGUST, 2021.

SEAL





Notary Public

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Pursuant to RSMo. §34.600, a public entity shall not enter into a contract to acquire or dispose of services, supplies, information technology, or construction valued at \$100,000, or with a contractor having ten or more employees, unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or

Persons or entities doing business in the State of Israel.

For a definition of the term "boycott", please refer to RSMo. §34.600.3. A copy of the statute is attached.

By signing below, the entity agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above.

By:



Name: Sheila Shockey

Title: President

34.600. Citation of law — public entity contracts, no boycott of goods or services from Israel — definitions — violation, voiding of contract — rulemaking authority. — 1. This section shall be known as the "Anti-Discrimination Against Israel Act".

2. A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

3. As used in this section, the following terms and phrases shall mean:

(1) **"Boycott Israel"** and **"boycott of the State of Israel"**, engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion;

(2) **"Company"**, any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations;

(3) **"Public entity"**, the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

4. Any contract that fails to comply with the provisions of this section shall be void against public policy.

5. The commissioner of administration or his or her designee may promulgate regulations to implement the provisions of this section* so long as they are consistent with this section and do not create any exceptions. Any rule or portion of a rule, as that term is defined in section 536.010, that is created under the authority of this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536 and, if applicable, section 536.028. This section and chapter 536 are nonseverable and if any of the powers vested with the general assembly

pursuant to chapter 536 to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2020, shall be invalid and void.

(L. 2020 S.B. 739)

EXHIBIT A

Project Services

Shockey Consulting will provide the following services and deliverables.

City of Gladstone, Missouri Comprehensive Plan Update

Project Description

The City of Gladstone continues to face a changing future driven by fast-paced demographic, economic, social, and industry trends. We understand your need for a future-oriented community-based planning process to complete the update of your Comprehensive Plan - a plan to guide the City in achieving its vision for future growth and development and to help bring together existing plans and goals for the future. Shockey will use strategic foresight so that the plan is adaptable to future changes in retail, commercial development, housing demand, population trends, public health, and innovative technologies.

Specifically, Shockey will:

- Work closely with elected officials, the Planning Commission, the City Manager, and City staff members throughout the process to obtain input and guidance as it relates to the Comprehensive Plan process.
- Conduct a community assessment of existing conditions and demographics, establish a baseline of information, and assess future trends, projections, and potential impacts.
- Complete a thorough review of the current plan document and existing plans and documents from other departments and organizations, including the *Shaping Our Future* Strategic Plan, Capital Improvements Plan, Stormwater Management Plan, Gladstone Village Center Transportation Plan, Parks Master Plan, and existing ordinances and design guidelines to determine progress to-date and plan alignment.
- Employ a meaningful and creative community engagement process to build upon prior planning efforts and surveying, identify key issues and themes, and establish a common direction for future land use.
- Conduct a market analysis that considers trends and forecasts and proposes actions to position Gladstone resilient from the impacts of COVID-19 and future disruptors.
- Determine present and future housing, transportation, infrastructure, public health, environmental, and parks and recreation needs.
- Propose economically sustainable land use policies, strategies, actions, and implementation steps based on future growth projections and designed to achieve the planning goals of the community.
- Create both a document and an interactive, web-based plan that incorporates appealing graphics, photos, maps, clean design elements, and is written to convey policies in a cohesive manner easily understood by planning and development professionals, elected officials, and City staff.

EXHIBIT A: SCOPE OF WORK

A future-ready community is one that is conscious of what is happening and what may happen and has identified strategies and policies to adapt to whatever future unfolds. It is also a community who makes conscious choices to shape their future – acting together in unison in a strategic way to achieve their vision. This process will require alignment with existing land use policies and integration with other planning efforts.

Phase 1: Developing the Story of Gladstone

We will work closely with City leadership and City staff throughout the planning process, starting with the project initiation. During this phase, we will establish a baseline of information and materials so we can guide the community through the development of key recommendations.

Kickoff Meeting: Shockey will hold a kick-off meeting with City staff to discuss planning objectives, community engagement strategies, key stakeholders, and schedule.

Project Management Tool & Plan: Shockey will develop an integrated project management and communications tool and plan with project phasing, schedule, and tasks along with responsibilities for tasks and deadlines.

Project Communications & Recommendations Development: Shockey will meet with City staff every two weeks for a 1 – 2-hour meeting for:

1. Project communications – Report progress, summarize engagement input, develop action items, assign responsibilities, and schedule to ensure the project remains on-time and on-budget.
2. Plan recommendations development – Identify community issues, discuss potential strategies and recommendations.

Public Engagement Plan: Shockey will work closely with City staff and the Advisory Committee to develop a Public Engagement Plan. The Public Engagement Plan will document the overall stakeholder engagement protocol, planning framework, anticipated activities, schedule, and materials to be produced. The Public Engagement Plan includes:

- Objectives for communication and stakeholder engagement
- Key messages
- Stakeholder identification
- Roles and responsibilities of consulting team and City staff
- Social media plan & communications schedule

The City of Gladstone uses their communications very effectively and Shockey will plug in to existing channels to share information about the planning process and announce engagement opportunities. Shockey will work with City staff to develop a social media and communications plan that provides the framework for how and when we post plan updates and announcements on the project webpage, across City social media platforms, in relevant NextDoor groups, in Enews blasts, and through press releases, etc.

Branding & Template Creation: Shockey will work with City Staff to develop branding and templates to maintain a consistent look and feel throughout the process of producing working, interim, meeting, and final plan materials.

Existing Plans Review and Analysis: Shockey will review existing development regulations and relevant land use documents to provide a baseline of information. City staff will provide available materials and outline our approach to gathering and analyzing the data. Shockey will complete a detailed analysis of existing plans and studies, including the Comprehensive Plan document, community survey data, existing zoning and development regulations, recent projects, and any other relevant land use documents to prepare a database that highlights existing policies and priorities, along with hyperlinks to the various plans and sections. Existing policies and recommendations will be explored to determine progress to-date, community validation, and plan alignment.

Current Snapshot: With a combination of data gathering, demographic research, trend analysis, and benchmarking, Shockey will work with City staff to analyze information from sources like community surveys, public meeting records, budget documents, capital improvement plans, annual reports, audits, goals and objectives previously set by leadership, existing plans, housing studies and market analyses. Based on this information, Shockey will develop a community profile, or Current Snapshot, in the form of simple, graphically appealing infographics accompanied by concise summaries of where Gladstone stands today. The Current Snapshot will inform later stages of research and serve as a visual aide in engaging the community in important conversations about data.

Trend Analysis: To be a resilient community into the future, Gladstone needs to understand what trends could have a high probability and high impact on the community. Shockey will share global trends and relate them to critical issues facing the community. This will help broaden the understanding of how to be better prepared for the future and take advantage of strengths and opportunities. The analysis will consider a variety of trends, including topics such as, Population & Demographics; Attainable Housing & Aging in Place; Innovation & Disruptive Technologies; Sustainability & Resiliency; and COVID-19.

Phase 2: Building Community Consensus

We will work closely with City staff to engage the community to develop a shared vision for future land use in Gladstone. We will work with the Advisory Committee, City leadership, City staff, and the community to develop a framework to achieve that vision.

Advisory Committee Meetings: Shockey will work with the City to form a representative group inclusive of diverse interests to provide input into the Comprehensive Plan. This Advisory Committee will include members from the Planning Commission. The Advisory Committee will develop the framework and high-level recommendations for the Comprehensive Plan and serve as plan ambassadors assisting in the broader community outreach. The first Advisory Committee meeting will be held to provide an orientation for members. The meeting will include an introduction to the planning process, a description of the roles and responsibilities of the members, a discussion on community engagement activities, and an opportunity to provide initial input into the vision and guiding principles for the Comprehensive Plan.

The Advisory Committee will meet four (4) times total to:

- Assess trends and discuss their potential impacts
- Provide innovative ideas to address future trends in land use & community development
- Provide insight into issues & opportunities

- Review community input to-date
- Discuss scenarios and identify cross-cutting issues
- Develop vision elements and goal statements
- Draft the plan framework and potential recommendations for Comprehensive Plan

Online Surveys: Shockey will provide support to City staff with developing survey questions that can be hosted and advertised on the City's website, social media platforms, and through community partners. To develop a better understanding of desired policies and land use regulations, Shockey will use visual surveys to scan preferences throughout the process.

Interactive Community Workshop: Shockey will plan, organize, and facilitate an interactive community workshop in a hybrid outdoors in-person and online format to:

- Inform the community about the planning process and build excitement and enthusiasm for the future of Gladstone.
- Share data and trends that convey where Gladstone is now and what it could be in the future.
- Gather feedback on the community vision, key issues, priorities, and design preferences.

Pop-Up Events: Shockey can provide a schedule of community events along with informational materials, exercises, and engagement questions and/or talking points for City staff to use to table community events and gather feedback from the public. Pop-up events are a great place to build awareness for the initiative, foster relationships between City staff and residents, and capture feedback from those who might not otherwise participate in the process.

Key Stakeholder Interviews: Shockey will identify key stakeholders and coordinate with them to participate in up to four stakeholder interviews. Key stakeholders will represent various Boards and Commissions, community groups, property owners, developers, and others identified by the Advisory Committee and Planning Commission. Questions will be designed to gather feedback on the current issues and opportunities, planning and development, and overall vision for future land use. Input from these interviews will inform the planning goals and recommendations.

City Leadership Workshops: Shockey will plan and facilitate two City Leadership workshops with members from the City Council, Planning Commission, and City staff to:

- Present an overview of the public input received
- Identify key issues and themes in a workshop
- Set the preferred direction of the Comprehensive Plan Update
- Review the draft Comprehensive Plan
- Discuss scenarios and identify cross-cutting issues
- Develop consensus around land use for the community and proposed policies and strategies representative of the community's vision
- Determine a straight-forward approach for implementation

Phase 3: Crafting the Plan

Working closely with the Advisory Committee, City leadership, and City staff, we will codify the community input into a new Comprehensive Plan with a vision, goals, policies, strategies, actions, and implementation steps to guide the city's future development and decision-making over the next 20 years and beyond.

Element Papers & Potential Strategies: Shockey will develop Element Papers that address each chapter of the plan and elements addressed. These will be 4 to 6 pages each. Shockey will also prepare a Potential Strategies Paper for each element. These will be used to aid decision-making and will be language included in the Comprehensive Plan. The infographics in the current snapshot and the trends identified will be included in these documents where appropriate.

Land Use & Market Analysis: Shockey will develop a broad and basic overview of the competitive environment. Conduct the analysis to identify local market opportunities and regional market opportunities. Provide the necessary foundation to provide more in-depth analysis of different business and real estate sectors. Survey development professionals to assess their market analysis practices and outcomes. Extend understanding of market challenges and opportunities using both readily available public and private data (secondary data) and information collected locally through survey and other research (primary data) combined to fuel the market analysis with only the most relevant information. Shockey will evaluate the existing land use map and develop a new land use map, table, and summary pie chart. Shockey will also evaluate current land use and identify conflicts, opportunities, and challenges.

Mapping Protocol: Shockey will develop a consistent mapping protocol for all maps to be used in community engagement and the final Comprehensive Plan document.

Mapping & Scenario Planning: Shockey will develop visually appealing base maps and layers following and agreed to protocol that illustrate the history of Gladstone's development, existing conditions, and potential future scenarios. Shockey will work with the City Staff to identify four potential scenarios and generate data and maps to describe the impacts of these scenarios.

Draft Comprehensive Plan Development: Utilizing input gathered from the community, Advisory Committee, elected officials, and City staff, Shockey will develop the draft Comprehensive Plan recommendations and policies. The plan will include community goals, land use policies, and implementation strategies to guide future development and land use decisions and provide a framework for the City to be adaptable to disruptive technologies and support the community's long-term vision. The plan will build upon the prior Comprehensive Plan and will be integrated with other planning efforts.

Comprehensive Plan Elements

Shockey will review and analyze a range of topics to create key recommendations and match them to the community's updated vision and goals for the future.

Neighborhoods and Housing

Shockey will review the market demand analysis of housing and align recommendations with the economic development strategy. Shockey will conduct an evaluation of zoning opportunities to promote affordable housing options, which include appropriately sized housing alternatives for communities of this size in Missouri, increases in density with mixed uses, options that maximize land use, and preservation standards. Shockey will review existing zoning and subdivision regulations and provide recommendations to improve neighborhood stability and vitality.

Transportation and Infrastructure

CFS Engineers will provide a summary and analysis of the City's transportation networks. Shockey and CFS will work closely with the City's Public Works Director to review all relevant traffic and roadway plans, major thoroughfare and corridor plans, and trail system to inform transportation recommendations. Shockey and CFS will provide an overview of the City's services and utilities, such as water, wastewater treatment, natural gas, solid waste, recycling, stormwater, streets, and police and fire. Shockey will provide an update on the current state of these services, including the community goals for this area. High-level infrastructure needs to support the future land use plan will be identified.

Economic Development

Shockey will examine the current economic conditions in Gladstone, as well as future trends and forecasts. To better understand future opportunities and potential, Shockey will identify local and regional market opportunities and indicators to provide the necessary foundation for a market summary of different business and real estate sectors. Sustainable economic development policies will be developed and will include the identification of developable land, potential infill sites and redevelopment sites, best uses, future commercial development opportunities, potential industries to recruit, and public policy recommendations. The focus of this work is to set realistic goals and economic development policies based in market-realities today and into the future.

Environmental Stewardship

Shockey will work with City staff to determine how the City wants to communicate their attitude toward environmental stewardship through stormwater best management practices, floodplain management, erosion control, and development regulations. Shockey will review the City's existing policies and regulations to provide updates, especially in terms of implementation actions. Several of our team members are Envision Sustainability Professionals and have backgrounds in environmental policy. Recommendations will ensure sustainable utilization and management of the City's natural resources and align with utility master planning, including updating technologies.

Land Use and Urban Design

The Future Land Use chapter will describe the community's past and current land use patterns. Shockey will review existing development regulations, relevant land use documents and plans, and future trends to provide a baseline of information and inform planning recommendations and revisions to the Future Land Use Plan.

Draft Plan Presentation to Planning Commission: Shockey will prepare materials and present the draft plan to the Planning Commission and gather feedback. Revisions will be incorporated before the draft plan is shared at the public open house.

Implementation Plan: Shockey will work with City staff and elected officials to establish performance measures using a detailed strategic management tool that City staff can use to track progress. Shockey will develop a detailed implementation plan that includes key tasks, assigned responsibilities, and due dates.

Phase 4: Adopting the Plan

We will work closely with the Advisory Committee, City leadership, City staff, and the community to finalize the plan for adoption. We will present the final plan to the Planning Commission and City Council and deliver the final work product.

Draft Plan Final Review: Shockey will submit the revised draft Comprehensive Plan to City staff for final review and input. The draft will be revised to incorporate feedback from City staff.

City Council Public Hearing: As required per the City's adoption process, Shockey will make a presentation to the City Council during a public hearing.

Planning Commission Public Hearing: As required per the City's adoption process, Shockey will make a presentation to the Planning Commission for adoption during a public hearing.

Final Comprehensive Plan Delivery: Using the feedback received at the adoption presentation, Shockey will work closely with City staff to revise and finalize the final Comprehensive Plan. Shockey will work with the City Staff to create a public-facing, interactive web-based plan with intuitive, user-friendly navigation. The final plan will be graphically appealing, creatively incorporating infographics, photos, and clean design elements.

**Exhibit B
Fee Schedule**

Project Management	\$16,680
Bi-Weekly Project Management Meetings	\$11,560
Ongoing Coordination	\$5,120
Phase 1: Developing the Story of Gladstone	\$18,720
Project Kickoff Meeting	\$2,260
Advisory Committee Meeting #1	\$3,010
Public Engagement Plan	\$1,320
Branding	\$1,300
Existing Plans Review & Analysis	\$3,040
Current Snapshot	\$4,750
Critical Questions & Trends	\$3,040
Phase 2: Building Community Consensus	\$21,660
Advisory Committee Meeting #2	\$2,850
Online Surveys	\$4,740
Interactive Community Workshop (hybrid)	\$5,600
Pop-Up Events	\$1,580
Key Stakeholder Interviews (up to 4)	\$2,770
City Leadership Workshop	\$4,120
Phase 3: Crafting the Plan	\$49,090
Advisory Committee Meeting #3	\$2,850
Topical Papers & Potential Strategies	\$10,310
Land Use & Market Analysis	\$4,360
Mapping & Scenario Planning	\$8,420
Advisory Committee Meeting #4	\$2,850
Draft Comprehensive Plan Development	\$9,140
Draft Plan Presentation to Planning Commission	\$2,040
Joint Review Workshop	\$5,680
Implementation Plan	\$3,440
Phase 4: Adopting the Plan	\$11,650
Draft Plan Final Review	\$2,410
City Council Public Hearing	\$2,040
Planning Commission Public Hearing	\$2,040
Final Comprehensive Plan Delivery	\$5,160
Staff Hours	
Labor Total	\$117,800
Reimbursable Expenses & Travel	\$2,200
Project Total	\$120,000