



FINANCE COMMITTEE

Monday, January 12, 2026 4:30 PM

Administration Conference Room, City Hall

- 1. Call to Order**
- 2. Financial Updates**
- 3. Action Items**
 - A. Approve the minutes for the December 8, 2025, regular meeting
 - B. Accept the 2025/2026 Strategic Priorities and Objectives
 - C. Professional Services Agreement with Confluence for the *I-435 and MO Hwy 152 Area Planning Study* Project.
- 4. Non-Action Items**
 - A. Outreach Grant Platte County (Parks)
- 5. Unfinished Business (postponed from prior meetings)**
- 6. Other Business**
- 7. Adjourn**



Finance Committee Meeting
Monday, December 8, 2025 4:30 PM
Administration Conference Room, City Hall

Minutes

1. Call to Order

Chair Wylie called the December 8, 2025, meeting to order at 04:32 PM. A quorum was present.

Members Present: Chair Douglas Wylie, Bob Bennett, Philip Wassmer, Michael Lee, and Dean Katerndahl

City Staff Present: City Administrator Alexa Barton, Deputy City Administrator Bryan Kidney, Assistant City Administrator Jeffery Rhodes, City Attorney John Mautino, Public Works Director Dan Harper, Community Development Director Stephen Lachky, Parks & Recreation Director Brittanie Propes, Finance Director Cindy Gray, and City Clerk Melissa Bazert

2. Financial Updates

3. Action Items

- A. Approve the minutes for the October 28, 2025, regular meeting

Bob Bennett moved to approve the minutes for the October 28, 2025, meeting. Phillip Wassmer seconded; motion passed 5-0.

- B. Memorandum of Agreement with the Center for Creative Arts (CCA) to participate in the "Sculpture on the Move" public art program

Parks and Recreation Director Brittanie Propes gave an overview of the "Sculpture on the Move" public art program.

Bob Bennett moved to recommend that the Finance Committee approve the Memorandum of Understanding with the Creative Communities Alliance for the City of Parkville's participation in the *Sculpture on the Move* program for the installation of two sculptures at Gateway Park and near City Hall. Philip Wassmer seconded; motion Passed 5-0.

- C. 2025 Update to the Parkville Schedule of Fees

Assistant City Administrator Bryan Kidney gave an overview of the Update to the Fee Schedule.

Bob Bennett moved to recommend that the Finance Committee approve the 2025 Update to

the Parkville Schedule of Fees. Philip Wassmer seconded; motion Passed 5-0.

4. Non-Action Items

A. Municipal Court Transition - Updated Information

City Administrator Alexa Barton asked Assistant City Administrator Jeffery Rhodes to explain and answer the questions that arose from the Board of Aldermen meeting. He presented a handout from the meeting on November 18th, 2025.

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Chair Wylie adjourned the meeting at 05:23 PM.

Submitted by:

Melissa Bazert
City Clerk

Approval Date

CITY OF PARKVILLE

Policy Report

Date: December 24, 2025

Prepared By:

Alexa Barton, City Administrator

Reviewed By:

Jeffery Rhodes, Assistant City Administrator

Bryan Kidney, Deputy City Administrator

ISSUE:

Accept the 2025/2026 Strategic Priorities and Objectives

BACKGROUND:

The City of Parkville engages in periodic strategic planning to establish clear priorities that guide decision-making, resource allocation, and long-term planning. The Board and senior staff met in June 2025 to update these priorities. The Strategic Priorities and Objectives serve as a policy framework to align City operations, capital investments, and departmental initiatives with the Board's direction and community expectations.

The proposed 2025–2026 Strategic Priorities and Objectives build upon prior strategic planning efforts and reflect discussion, feedback, and direction provided by the Board of Aldermen and City leadership, and were used to guide the 2026 Fiscal Year Adopted Budget.

Purpose and Intent

The purpose of adopting the 2025–2026 Strategic Priorities and Objectives is to:

- Provide a clear and consistent framework to guide City operations and policy decisions
- Align annual budgeting, capital planning, and departmental work plans with Board-established priorities
- Promote transparency and accountability in City decision-making
- Communicate the City's focus areas to residents, partners, and stakeholders.

These priorities are intended to guide - not limit - City actions and will be used as a reference point for evaluating initiatives, investments, and policy decisions during the 2025–2026 planning horizon.

Strategic Priorities Overview

The proposed Strategic Priorities are presented in alphabetical order and are of equal importance. Each priority includes a set of objectives designed to advance the City's long-term vision.

The five Strategic Priority areas are:

1. Government Operational Excellence
2. Infrastructure and Public Facilities
3. Parks and Recreation
4. Public Safety
5. Quality Development

Each priority is supported by objectives that emphasize fiscal responsibility, service delivery, infrastructure investment, community engagement, public safety, and high-quality development consistent with Parkville's character and values.

Alignment with Budget and Planning

The 2025–2026 Strategic Priorities and Objectives were used to help guide the development of the 2026 Annual Budget, ensuring alignment between the City's long-term strategic direction and annual resource allocation.

Additionally, the priorities are intended to inform:

- Capital Improvement Program (CIP) planning
 - Departmental work plans and goals
 - Policy discussions and future Board initiatives
-

Implementation and Oversight

Upon adoption, the Strategic Priorities and Objectives will be used internally by City staff and leadership to guide planning and implementation efforts. A separate working strategic plan, in the form of storyboards within ArcGIS, will expand on these priorities with project examples, implementation considerations, and operational detail for staff use.

Progress toward advancing the Strategic Priorities may be communicated to the Board through:

- ArcGIS StoryBoards
- Regular departmental updates
- Budget discussions
- Strategic plan check-ins

STRATEGIC GOAL(S):

- Governmental Operational Excellence
- Infrastructure and Public Facilities
- Parks and Recreation
- Public Safety
- Quality Development

BUDGET IMPACT:

There is no direct fiscal impact associated with the adoption of the Strategic Priorities and Objectives. Fiscal considerations related to implementation will continue to be evaluated through the annual budget process, capital planning, and Board-approved expenditures.

ALTERNATIVES:

The Board of Aldermen may:

1. Approve the Strategic Priorities and Objectives as presented
2. Approve the Strategic Priorities and Objectives with modifications
3. Defer action and request additional information or revisions

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen accept and approve the 2025–2026 Strategic Priorities and Objectives as presented.

POLICY:

Adoption of the 2025–2026 Strategic Priorities and Objectives provides clear policy direction for City operations and planning. Approval will affirm the Board’s commitment to thoughtful governance, fiscal stewardship, community engagement, and long-term sustainability.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve the City of Parkville’s 2025–2026 Strategic Priorities and Objectives as presented.

ATTACHMENTS:

1. 2025-2026 Strategic Priorities and Objectives

Strategic Priorities

Below are the Strategic Priorities that the Board selected – all of equal importance – (listed in alphabetical order).

- **Governmental Operational Excellence**
- **Infrastructure and Public Facilities**
- **Parks and Rec**
- **Public Safety**
- **Quality Development**

Strategic Priorities and Objectives

Strategic Priority: GOVERNMENT OPERATIONAL EXCELLENCE

Objectives

- Provide a Diverse and Reliable Set of Financial Resources Ensuring Long-Term Fiscal Sustainability
- Cultivate a High-Performing and Resilient Workforce
- Expand Effective Succession Planning
- Drive Efficiency Through Technology and Best Practices
- Strengthen communications to keep residents informed and connected to city initiatives.
- Effective Governance following Best Practices

Strategic Priority: INFRASTRUCTURE AND PUBLIC FACILITIES

Objectives

- Enhance Thoroughfare Connectivity, Safety and Walkability
- Maintain and Improve Infrastructure
 - Addressing Curbs, Potholes, Sidewalks, Roads and Stormwater
 - Through the use of data and new technologies proactively approach maintenance to improve neighborhood conditions and extend infrastructure life.
- Synergize/Coordinate with Partnerships: Ex. MSPA, POTMCID, PACE to Address Downtown Parking Needs
- Develop a Long-Term Plan for Infrastructure Maintenance and Expansion

Strategic Priority: PARKS & RECREATION

Objectives

- Prioritize and Implement Master Plan Initiatives
 - Complete High Impact Projects
 - Enhance Maintenance Operations
 - Expand and enhance parks programming and community events.
 - Add a destination playground(s) and signature amenities to strengthen the appeal and identity of Parkville's destination park.
 - Develop signature park amenities that strengthen Parkville's identity:
 - Ex.: Signage: Historical, Identification and Interpretive Signage
- Leverage Professional Expertise and Community Partnerships to improve Project Delivery, Operational Efficiency, and Long-term Sustainability
- Capitalize on Opportunities to Increase Use of the Farmers Market Space
- Foster an Active, Informed, and Connected Parks Board (CLARB)
- Improve Trail Systems and Strengthen Connectivity to Enhance Safety, Walkability, and Accessibility throughout the Community.
- Uphold Parkville's Sustainability Values by Promoting Conservation Initiatives, Protecting Natural Resources, and Raising Public Awareness about Environmental Stewardship

Strategic Priority: PUBLIC SAFETY

Objectives

- Recruit, Develop and Retain Police Officers
 - Maintain Competitive Benefits/Salaries for a Professional Police Force
 - Expand Training Opportunities
- Pursue reliable financial revenues for Public Safety related services
 - Expand staffing, 3 to 4 on shift, every shift, as budget allows
 - Retain/Pursue Cutting Edge Technology (Camera system(s), Communications, Fleet, Mobile Data Terminals (MDT), In-car Cameras, TruNarc, Livescan, etc.)
 - Sustain Milestones (Substation, Technology, Safest Community)
 - Retain Public Confidence through Community Policing
 - Continue Positive Outreach / Social Engagement via Communication Policies, School Programs, etc.

Strategic Priority: QUALITY DEVELOPMENT

Objectives

- Keep abreast of competitive building standards
 - Regular evaluation of fee schedules
- Assess city layout and land use to address possible missing amenities, zoning needs/expectations, and community expectations
 - I435 & 152 Plan/Study, 45 Corridor, Housing study, etc.
- Collaborate / Open Communication with Partners
 - Example: PACE (Review Incentive Policy), MSPA, Park University, CID's, Developers, Parkville Living Center, and more
- Stay up-to-date on the latest design standards for architecture, landscaping, and signage to ensure the community maintains its high level of quality.

CITY OF PARKVILLE

Policy Report

Date: January 6, 2026

Prepared By:

Stephen Lachky, Community Development
Director

Reviewed By:

Alexa Barton, City Administrator
John Mautino, City Attorney

ISSUE:

Professional Services Agreement with Confluence for the *I-435 and MO Hwy 152 Area Planning Study* Project.

BACKGROUND:

On May 11, 2021, the Planning and Zoning Commission adopted the *Parkville 2040 Master Plan* as the official public policy and comprehensive plan for the physical development and redevelopment of the City of Parkville. The document assists in decision-making as it relates to issues such as land use, zoning, development/redevelopment, and annexation.

On August 6, 2024, the Board of Aldermen adopted Ordinance No. 3224 approving a preliminary development plan for Parkville Business Park, a planned eight-lot business park generally located between Route N and I-435 at NW Jones-Myer Road. When considering the application, members of the Board of Aldermen had concerns regarding the *Parkville 2040 Master Plan's* lack of a focus area for strategic infill development around the I-435 and MO Hwy 152 interchange. Moreover, as growth continues around this interchange in the future, both City staff and elected officials expect to receive additional applications for development for this area.

As a result, Board of Aldermen felt it was important to have an in-depth vision and planning document for this area; and on November 18, 2025, the Board of Aldermen adopted the 2026 Operating Budget and 2026-2031 Capital Improvement Program (CIP), which includes \$83,000 in fiscal year 2026 for the *I-435 and MO Hwy 152 Area Planning Study*.

CONSULTANT SELECTION PROCESS:

On January 2, 2025, staff issued a Request for Qualifications ("RFQ") for professional planning and public engagement services to develop the *I-435 and MO Hwy 152 Area Planning Study*. Staff received a total of four (4) proposal submissions from the consulting firms Crawford, Murphy & Tilly (CMT), Confluence, McClure, and Olsson. A selection committee consisting of Dean Katerndahl (Mayor), Michael Lee (Ward 4 Aldermen), Evan Maxon (Ward 4 Aldermen), Michael Wright (Chair of the Planning and Zoning Commission), Alexa Barton (City Administrator), Stephen Lachky (Community Development Director) and Brad Stanton (Planner) reviewed all the proposals.

Following discussion, the selection committee narrowed down the list to two qualified consultants, and extended invitations for formal interviews to Confluence and Olsson, which were conducted on April 2, 2025, and April 4, 2025, respectively. Following the interviews, the selection committee concluded Confluence had the necessary expertise, experience, personnel, and was the most qualified team to lead the project.

The next step in the process is for the City to approve a contract for services from the consultant (see Attachment 1). Confluence has prepared a draft scope of services containing services and deliverables for the project (see Attachment 1.A).

STRATEGIC GOAL(S):

Quality Development

BUDGET IMPACT:

On November 4, 2025, the Board of Aldermen adopted the 2026 Operating Budget and 2026-2031 Capital Improvement Program (CIP), which includes \$83,000 in fiscal year 2026 for the *I-435 and MO Hwy 152 Area Planning Study*.

ALTERNATIVES:

1. Recommend approval of a professional services agreement with Confluence for the *I-435 and MO Hwy 152 Area Planning Study* project for an amount not to exceed \$83,000.
2. Recommend approval of a professional services agreement with Confluence, subject to changes.
3. Do not recommend approval of a professional services agreement with Confluence and provide alternate direction to staff.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends the Finance Committee recommend approval of a professional agreement with Confluence for the *I-435 and MO Hwy 152 Area Planning Study* project for an amount not to exceed \$83,000.

POLICY:

The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above \$10,000 upon recommendation of the Finance Committee. Once a final contract has been negotiated with the consultant, it will need to be presented at a future meeting of the Finance Committee for recommendation to the Board of Aldermen.

SUGGESTED MOTION:

I recommend approval of a professional services agreement with Confluence for the *I-435 and MO Hwy 152 Area Planning Study* project for an amount not to exceed \$83,000.

ATTACHMENTS:

1. 1. DRAFT Professional Services Agreement - I-435 and Hwy 152 Area Plan
2. 1.A Exhibit A - I-435 + 152 Highway Area Plan - Scope of Services

PROFESSIONAL SERVICES AGREEMENT

FOR I-435 AND MO HWY 152 AREA PLANNING STUDY

THIS SERVICE AGREEMENT, entered into on this 20th day of January 2026, by and between the CITY OF PARKVILLE, MISSOURI (“City”) and CONFLUENCE (“Service Provider”).

WHEREAS, the City desires to develop an area plan for the I-435 and MO Hwy 152 interchange, to serve as an appendix to the *Parkville 2040 Master Plan*, which requires professional services from a qualified professional planning and public engagement consultant team (“Consultant”); and

WHEREAS, the City has \$83,000 budgeted in its 2026 Capital Improvements Program (CIP) for professional services necessary to develop an area plan for the I-435 and MO Hwy 152 interchange; and

WHEREAS, the Service Provider was chosen through an extensive Request for Qualifications (“RFQ”) selection process, and has demonstrated the necessary expertise, experience and personnel to develop the *I-435 and MO Hwy 152 Area Planning Study* (“Project”) on time and within budget.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties mutually agree as follows:

I. SCOPE OF SERVICES

- A. The term “Services” when used in this Agreement shall mean any and all professional services provided by the Service Provider in accordance with this Agreement.
- B. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the Services described in the Exhibit A – I-435 + 152 Highway Area Plan, City of Parkville, Missouri, Scope of Services, attached hereto and incorporated by reference.
- C. The City reserves the right to direct revision of the Services at the City’s discretion. Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services.
- D. Service Provider shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City’s prior written consent shall be at the Service Provider’s own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

- A. Service Provider shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.
- B. Service Provider represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
 - a. Services will be billed in incremental amounts upon completion of specified tasks outlined in Exhibit A.
 - b. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc. except as provided in Exhibit A.
- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. Services shall be completed within the timeframe(s) outlined in Exhibit A – I-435 + 152 Highway Area Plan, City of Parkville, Missouri, Scope of Services, unless otherwise approved in writing by the City of Parkville.
- C. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

- A. Service Provider shall indemnify, defend and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all

liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Service Providers' negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Service Provider's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials Service Provider creates or supplies to the City, except to the extent that such claims arise from materials created or supplied by the City.

- B. Service Provider's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Service Provider whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VI. INSURANCE

The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement the insurance described on Exhibit B.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.
- B. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VIII. OWNERSHIP OF WORK PRODUCT

Service Provider agrees that any documents, materials and work products produced in whole or in part through it under this Agreement, any intellectual property rights of Service Provider therein (collectively the "Works") are intended to be owned by the City. Accordingly, Service Provider hereby assigns to the City all of its right title and interest in and to such Works.

IX. RELATIONSHIP OF THE PARTIES

- A. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the Services required hereunder will be performed by the Service Provider or under Service Provider's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

X. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:

- B. Notices sent by Service Provider shall be sent to:
City of Parkville
Attn: Community Development Director
8880 Clark Ave.
Parkville, MO 64152
slachky@parkvillemo.gov

XI. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be until all Services are satisfactorily completed and accepted by the City.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination at the rates set forth on Exhibit A, or if the appropriate compensation of services performed through the date of termination is not set forth on Exhibit A, on a pro-rata basis determined by the percentage of completion of services as described on Exhibit A. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. RESOLUTION OF DISPUTES

- A. City and Service Provider agree that disputes relative to the services and the Project shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Service Provider shall proceed with the services as per this Agreement as if no dispute existed.
- B. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Administrator as to such matter or other action on which the dispute is based.
- C. Arbitration of disputes.
 - i. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The

demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association.

- ii. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
- iii. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Service Provider and any person or entity with whom the City or Service Provider has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Agreement or not a party to an agreement with the City, except by written consent containing a specific reference to the Agreement signed by the City and Service Provider and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- iv. **Claims and Timely Assertion of Claims.** The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- v. **Judgment on Final Award.** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XIII. MISCELLANEOUS PROVISIONS

- A. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. **Assignability.** Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. **Media Announcements.** Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. **Compliance with Local Laws.** Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the

City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
- i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.
- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.

- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY OF PARKVILLE, MISSOURI

By: _____

Dean Katerndahl, Mayor

ATTEST:

Melissa Bazert, City Clerk

Confluence

By: _____

Christopher Cline, Principal-In-Charge

**EXHIBIT A – I-435 + 152 HIGHWAY AREA PLAN,
CITY OF PARKVILLE, MISSOURI, SCOPE OF SERVICES**

DRAFT

EXHIBIT B

INSURANCE REQUIREMENTS

1. The Service Provider shall secure and maintain through the duration of this Agreement insurance (on an occurrence basis unless stated below) of such types and in such amounts stated below, but in no case less than as may be necessary to protect the Service Provider and the City and agents of the City against all hazards or risks of loss as hereinafter specified. The City will only accept coverage from an insurance carrier who offers proof that it:
 - a. Is authorized to do business in the State of Missouri;
 - b. Carries a Best's policy holder rating of A-VIII or better and at least a Class X financial rating.
 - c. Is a company mutually agreed upon by the City and the Service Provider.
2. The form of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval it shall be the responsibility of the Service Provider to maintain adequate insurance coverage at all times. City reserves the right to review certified copies of any and all insurance policies to which this Agreement is applicable. Failure of the Service Provider to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.
3. The cost of defense of claims shall not erode the limits of coverage furnished. (This does not apply to Professional Liability, see Article 13).
4. If Service Provider should retain consultants to perform any of its services, Service Provider shall see to it that such third party maintains such insurance and shall furnish evidence thereof to City.
5. The insurance policies shall require that City shall be given at least thirty (30) days written notice from the insurer(s) before cancellation (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to City) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as Acord forms. A copy of the Notice of Cancellation Endorsement must be furnished to the City prior to commencement of Work. The Contractor shall notify the City of any reduction in limits of protection under any policy listed in the Certificate in excess of \$10,000.00 at least ten (10) days prior to such change, whether or not such impairment came about as a result of the Contract. If the City determines the Contractor's aggregate limits of protection has been impaired or reduced to such an extent that the City shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City. Cancellation, non-renewal or material modification of coverage of any such insurance shall be the basis for the City's exercising its right to terminate the Contract.

6. Satisfactory certificates of insurance, written on a standard AIA Document G705 or ACORD form 25-S, Accord Form 27, as applicable, shall be filed with the City prior to commencement of work. The Certificate shall specify the date when such insurance expires. A renewal certificate shall be furnished to City prior to the expiration date of any coverage. Service Provider shall keep all insurance in force throughout performance of the Services and for three (3) years after the Project Completion Date, so long a policy is reasonably available
7. Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.
8. Service Provider shall include the Indemnitees as identified in the Agreement as additional insureds on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance policies described in Section 9. Indemnitees shall be included as additional insureds under Service Provider's furnished insurance (except Workers' Compensation Insurance and Professional Liability Insurance), for ongoing and completed operations. General Liability shall provide the additional insured status by using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form per Article 5). Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING and shall not be deemed to limit Service Provider's liability under this Agreement.
9. Service Provider agrees to procure and carry, at its sole cost, until completion of this Agreement all insurance, with identical limits of liability and scope of coverages, as set forth below:
- 10.1 Commercial Automobile Liability Insurance. Service Provider shall maintain commercial automobile insurance, including contractual liabilities insuring the Indemnities set forth in the Agreement, subject to standard ISO CA0001 coverage terms and conditions, covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits of One Million Dollars \$1,000,000.00 combined single limit each accident. An MCS-90 endorsement shall be procured when applicable.
- 10.2 Workers' Compensation and Employer's Liability Insurance. Service Provider shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than One Million Dollars \$1,000,000.00 per occurrence. The Service Provider shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include "all states" coverage.

- 10.3 Commercial General Liability Insurance. Service Provider shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operation, (ii) subcontractors (iii) independent contractors, (iv) products and completed operations (with completed operations to remain in force for as long as Service Provider or those included as Additional Insureds bear exposure under all applicable statutes of limitation following project completion), (v) explosion, collapse and underground, (vi) pollution liability, and (vii) contractual liability insuring the indemnities set forth in the Agreement subject to standard ISO CG0001 coverage terms and conditions. Each Project shall have minimum limits of Two Million Dollars \$2,000,000.00 per occurrence and Two Million Dollars \$2,000,000.00 products/completed operations aggregate coverage.
- 10.4 Excess Liability. Service Provider shall maintain Excess Liability coverage on an umbrella form with minimum limits of One Million Dollars \$1,000,000.00 per occurrence and Two Million Dollars \$2,000,000.00 aggregate.
11. Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against City and all its assigns, affiliates, employees, insurers and underwriters.
12. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Service Provider's liability with respect to its performance of this Agreement.
13. Professional Liability coverage. The Service Provider shall procure and maintain Professional Liability Insurance in an aggregate amount of not less than Two Million Dollars (\$2,000,000.00), with a deductible of not more than One Hundred Thousand Dollars (\$100,000.00). Such insurance shall be issued by companies reasonably acceptable to City, and shall not be canceled, without thirty (30) days' prior written notice to the City, except for non-payment of premium, (for which at least ten (10) days advance notice shall be given to City. If any professional liability is canceled or not renewed, any substitute policy shall have a commencement date retroactive to the date upon which the Service Provider commences performance of the Services under this Agreement.
14. Service Provider shall not be permitted to commence any work on site until satisfactory copies of the Certificates evidencing insurance; Notice of Cancellation Endorsement; and Additional Insured Endorsement, have all been received and approved by City. Delay in commencement due to failure to provide such documentation shall constitute an unexcused delay.

I-435 + 152 HIGHWAY AREA PLAN

CITY OF PARKVILLE, MISSOURI

PROJECT DESCRIPTION

Planning services will be provided by Confluence (Consultant) to the City of Parkville, Missouri, a municipal government in the State of Missouri (City) to engage the community, property owners, and city representatives in a planning process to craft an Area Plan for this portion of the Parkville community.

The Consultant anticipates organizing and facilitating a series of strategic meetings and community engagement opportunities to explore the alignment of future land use potential and anticipated development and roadway characteristics that can assist the city in guiding future growth and economic development potential within this area. The following Scope of Services is based on our understanding of the City's desires.

SCOPE OF SERVICES

TASK 1 | PROJECT KICK-OFF

Our team will facilitate a project kick-off meeting with City staff. The purpose of this meeting is to:

- Review the project scope, schedule, and key meeting dates and finalize the Engagement Plan
- Establish dates for project milestones, on-going coordination meetings and stakeholder/community outreach efforts
- Establish roles, responsibilities, and project contacts
- Determine initial data needs
- Review the anticipated scope of the Transportation and Utility Infrastructure Analysis our team will be preparing
- Review the anticipated scope of the Market Analysis our team will be preparing
- Coordinate with the City to develop a working project plan for all identified tasks
- Identify key stakeholders and desired public input process and outcomes
- Develop and review a project name/logo to define the Area Plan process for the community

At the Kick-Off meeting, we will also review a summary of the City's Master Plan, Development Guidelines, the "Eastern Gateway" Concept Plan, and other City policy statements and guiding documents that identify key issues and areas of focus for our team's planning efforts.

TASK 2 | INFORMATION GATHERING + REVIEW

Data Assembly and Analysis

Our team will coordinate with City staff to gather existing plans and base map data. Our team will assemble and analyze all recent plans that have been adopted and/or utilized by the City, which will serve as the basis for the resulting policies, actions and implementation plan to guide future development and decision-making.

- **Market Analysis:** Our team will prepare and provide market analysis and strategy recommendations outlining the future potential for residential housing, commercial, retail, office, manufacturing and distribution facilities, and other potential land uses within the study area.
- **Transportation and Utility Infrastructure Analysis:** Our team will prepare and provide a transportation and utility infrastructure analysis outlining the future opportunities to provide essential infrastructure services within the study area that can stimulate and support future growth and development.
- **“East Gateway” Corridor Analysis:** Our team will provide an overview of this study and Leavenworth County’s goals for exploring the creation of a new bridge crossing over the Missouri River to expand connectivity and potentially unlock economic development opportunities in western Platte County adjacent to the study area.

Analysis Review Workshop

Our team will present an overview of these technical analyses with City Staff and the Steering Committee. This could include a joint meeting in a work session with the City Council and Planning Commission, which has been proven to be an efficient and successful method. During this meeting, our team anticipates the following activities:

- Provide an overview of the existing Master Plan’s goals, policies, and land use plan recommendations and discuss what has changed, what needs updating, etc.
- Provide an overview of the Market Analysis, the Transportation and Utility Infrastructure Analysis, and opportunities for future growth scenarios that could be explored
- Discuss the Committee’s, Council’s and the Commission’s vision for the future of this area and the potential for growth opportunities to the west while identifying any areas of concern or additional focus related to this effort
- At the conclusion of this workshop, we will review and confirm the future development concept(s) and alternative economic development scenarios should be explored further. We anticipate up to two alternative scenarios will be selected for additional analysis.

TASK 3 | PUBLIC OUTREACH + VISION

Communication Plan and Project Brand

Prior to each public meeting, our team will review with City staff the meeting agenda and presentation materials. These meetings may be in person or virtual. We will further provide agendas and minutes for all meetings. Our team will develop a comprehensive Engagement Plan for the community outreach efforts, which will be reviewed and confirmed at the project kick-off meeting. With the input and review of the City, our team will develop a name and a graphic/logo to define this area planning effort.

Project Website

Our team will create a project specific website to centralize public information on the planning effort, regular project updates, project schedule, and other public content to keep the community and interested stakeholders engaged and informed. This website will integrate technology to provide a unique and compelling digital experience for this Area Plan and can be integrated into or linked with the City's existing website.

Community Engagement + Participation

Community engagement will be integrated into this planning effort and the process will include multiple approaches. It is structured in a manner that will allow for stakeholders to be involved in several ways throughout the process, including:

- **Project Survey** - An electronic survey will be developed and distributed to receive specific feedback from a wider audience.
- **Key Stakeholder Interviews** - Members of our team will meet with key community stakeholders and/or groups as identified by the City/Committee.
- **Public Open House/Workshop #1** - Our team will facilitate a public open house and workshop to identify key issues, priorities, and initial thoughts on future development opportunities that will guide the direction of the Area Plan.
- **Special Event Booths** - Our team can gather additional public input through hosting a booth at Parkville Days, Car Shows, Farmer's Market, or other community events during the Area Plan process.
- **Public Meeting #2** - Our team will facilitate a second public meeting and updates to the interactive website to share optional future economic development planning concepts for the study area to gather initial public input and review comments.
- **Public Meeting #3** - Our team will facilitate a third public meeting near the end of the planning process to share our team's Area Plan recommendations and to gather final public input and review comments. Based on this input, our team will prepare final edits to the Area Plan recommendations.

Community input can be obtained through public comment cards, map dot exercise, small group table-top discussions, and Mentimeter interactive phone technology (used previously/successfully in Parkville). Mentimeter allows us to instantly obtain and share feedback on a wide range of topics as well as visual preferences.

TASK 4 | SCENARIO ANALYSIS + REFINED OPTIONS

Our team will prepare alternative planning scenarios and recommendations for the study area and the western growth area based on the input received during the planning process. We will review drafts of these “in-progress” plans with City Staff and the Committee as they are developed, including:

Economic Development Recommendations – Based on the initial market analysis and the input received during the review process, our team will prepare market-related growth recommendations to correspond with the selected economic development strategy for the study area.

Transportation and Utility Infrastructure Analysis – Our team will prepare an analysis of the transportation and utility infrastructure systems affecting the study area and identify high-level goals, policy, and action item recommendations as needed.

Growth Scenario and Land Use Analysis – As part of this planning effort, our team will prepare development recommendations for future market-driven growth and the appropriate mix of land uses for up to two alternative growth scenarios. A summary of these scenarios will be developed and incorporated into the final report as appropriate.

The resulting Area Plan, including the future Land Use Plan and economic development goals, will be grounded in a firm understanding of the unique opportunities available for consideration in the study area by the City of Parkville. In addition, it will be based upon market opportunities to help ensure and protect the long-term financial health and quality of life within the community.

Analysis Review Meetings and Public Open House/Workshop #2 – Our team will meet with City Staff and the Committee to share information related to our analysis of existing conditions, summary of the previous 2040 Master Plan recommendations, the initial market analysis, the transportation and utility infrastructure analysis, and the initial growth and development opportunities explored. This information will also be shared at Public Meeting #2.

TASK 5 | DRAFT AREA PLAN EVALUATION + PUBLIC COMMENT

Draft Plan Presentation Review Sessions

Our team will present draft Area Plan recommendations to City Staff and the Committee, record feedback and comments, and update and modify the drafts as requested.

Draft Plan Public Presentation Open House / Public Meeting #3

Our team will share the draft Area Plan at a public open house event to illustrate the planning process, the input received from the community, and how this input shaped the resulting plan, policies, and recommendations. It is critical that the transparency of our team's planning process and the resulting input, inclusion, and rationale for recommendations be shared at this meeting.

Draft Plan Review Work Session

Our team will present an overview of the draft Area Plan at a joint work session of the Planning Commission and City Council to provide a summary review of the comments received from the City, the Committee and the Community during the planning process. Our team will record feedback and comments received at this workshop and update and modify the draft as requested.

Public Review and Comment Period

In addition to the public presentation of the complete draft, the full draft Area Plan will be uploaded to the project website and a comments section will be provided. Several web pages summarizing different chapters of the plan will be created to allow for chapter by chapter review of the Area Plan.

TASK 6 | AREA PLAN HEARINGS + ADOPTION

Final Draft Plan, Review and Public Hearings

Our team will prepare a final draft of the Area Plan and submit it to the City for review and comment. We will address City staff comments and submit a revised final draft to City staff.

Our team will attend required City Public Hearings for the review and recommendation on the adoption of the Area Plan. We will prepare final edits and assist City Staff with the presentation of the Area Plan and preparation of an Appendix to the City's 2040 Master Plan for final City adoption/acceptance.

TASK 7 | AREA PLAN PRODUCT DELIVERY

Our team will deliver the following at various stages of the project:

- Digital files of the Area Plan draft with all the inserts for review
- Digital files of the final Area Plan
- One set of Area Plan maps in digital format compatible with the City's GIS and map layers shall be ortho-corrected and geo-referenced to the state plane coordinate system.

In addition to working copies of the various draft versions of the Area Plan, the final draft version, including all maps and tables, will be provided electronically in various Word, PDF, InDesign, and ArcGIS formats.

DELIVERABLES

Various drafts of the Area Plan will be provided to the City in PDF, Word, and Excel formats as appropriate.

PROFESSIONAL PLANNING SERVICE FEES

To complete the planning process, engagement efforts, and the creation of this new area plan, the anticipated professional planning lump sum fee is \$83,000.

EXCLUSIONS

Reimbursable expenses for printing and travel are not included in the service fees and will be included on each monthly invoice as incurred in accordance with "Exhibit A".

STANDARD HOURLY RATES

Senior Principal	\$175.00 - \$275.00 per hour
Principal	\$160.00 - \$250.00 per hour
Associate Principal	\$140.00 - \$200.00 per hour
Associate	\$115.00 - \$185.00 per hour
Senior Project Manager.....	\$105.00 - \$165.00 per hour
Project Manager.....	\$95.00 - \$145.00 per hour
Senior Landscape Architect	\$95.00 - \$185.00 per hour
Landscape Architect	\$85.00 - \$135.00 per hour
Senior Project Planner.....	\$95.00 - \$145.00 per hour
Planner II	\$85.00 - \$135.00 per hour
Planner I.....	\$75.00 - \$125.00 per hour
Landscape Architect-In-Training / Landscape Designer.....	\$75.00 - \$125.00 per hour
Landscape Architect Intern / Landscape Designer	\$65.00 - \$100.00 per hour
Draftsperson	\$55.00 - \$100.00 per hour
Graphic Designer	\$75.00 - \$115.00 per hour
Clerical / System Staff	\$75.00 - \$135.00 per hour

REIMBURSABLE EXPENSES

Social Pinpoint Public Engagement Tool	\$1,500.00
Costar Real Estate Tool	\$1,000 (project use), \$150 per report
Placer.AI Analytics Tool	1.15 x cost
Filing Fees	1.15 x cost
Materials and Supplies	1.15 x cost
Meals and Lodging.....	1.15 x cost
Mileage	\$.70 per mile
Postage	1.15 x cost
Printing by Vendor	1.15 x cost
B/W Photocopies/Prints 8½ x 11	\$.10 each
B/W Photocopies/Prints 11x17.....	\$.20 each
Color Photocopies/Prints 8½ x 11	\$.75 each
Color Photocopies/Prints 11x17.....	\$1.50 each
Large Format Plotting - Bond	\$2.50/SF
Large Format Plotting - Mylar	\$4.50/SF
Large Format Plotting - Photo	\$5.00/SF
Flash Drives	\$10.00 each
Booklet Binding (cover, coil, back)	\$4.50 each
Foam Core	\$8.00 each
Easel Pads	\$32.75 each
Online Meeting Service	\$35.00 Each

Effective 1/1/2025