

BILL NO. 2024-037

ORDINANCE NO. 8660

**A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING THE EXECUTION OF AMENDMENT NO. 3 WITH OWN INC., OVERLAND PARK, KANSAS, FOR PERMITTING SERVICES**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, THAT:**

**Section 1.** The agreement attached hereto as Amendment "3" and incorporated herein by reference, between the City of Nevada and OWN Inc., of Overland Park, Kansas, is hereby approved.

**Section 2.** The City Manager or his designee is hereby authorized and directed to execute the attached agreement and documents relating to the Walton Lake and Park Improvements.

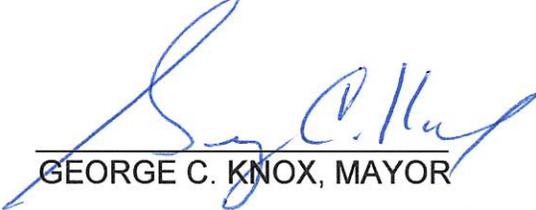
**Section 3.** This ordinance is in full force and effect after its passage.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Nevada, Missouri, this 18<sup>th</sup> day of June 2024.



ATTEST:

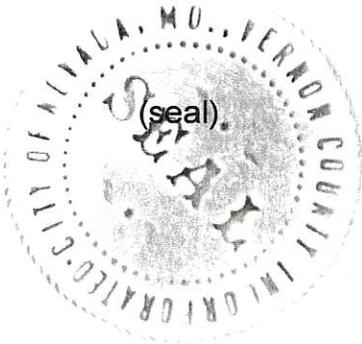
  
CYNTHIA DYE, CITY CLERK

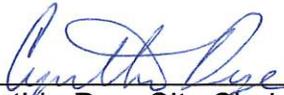
  
GEORGE C. KNOX, MAYOR

## CERTIFICATION

I, Cynthia Dye, the undersigned City Clerk of the City of Nevada, Missouri, hereby certify that the attached copy of **Ordinance 8660** adopted by the City Council of the City of Nevada on June 18, 2024, is a true and correct copy, as the same appears of record in my office and that the same has not been amended or repealed.

City of Nevada  
State of Missouri



  
Cynthia Dye, City Clerk

Signed and sealed this 20th day of June 2024.

**AGENDA ITEM**

May 30, 2024

**Subject:** Permitting Walton Lake drainage, Amendment #3 to Contract Fee with OWN

**Department:** Parks and Recreation Department

This ordinance will approve the attached amendment #3 agreement with OWN Inc., Overland Park, Kansas to apply for permitting needed to drain Walton Lake.

**Manager Notes:**

- Cost \$10,800

# AMENDMENT TO LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES



April 1, 2024

City of Nevada, Missouri  
Parks and Recreation Department  
Richard Brockman  
200 North Ash Street  
Nevada, MO 64772

**Re: OWN Amendment #3 to Letter of Agreement for Professional Services dated 09/09/2022, Proposal # PJC-035B-Izaak Walton Park Lake and Park Improvements**

Dear Mr. Brockman,

This Amendment is hereby attached to and made part of the Letter of Agreement for Professional Services dated 09/09/2022 between City of Nevada, Missouri ("Client") and OWN. All Terms and Conditions remain the same unless specifically modified herein.

OWN's scope of services for this Amendment is as follows:

## ADDITIONAL SCOPE OF SERVICES

### PERMITTING

- United States Army Corps of Engineers (USACE) 404 Permit. It is OWN's assumption that a Nation-Wide Permit will be applicable for this project.
- National Historic Preservation Act (NHPA) Section 106 review through the Missouri State Historic Preservation Office (SHPO).
- Missouri Department of Natural Resources (MDNR) Land Disturbance permit. This permit will require a Stormwater Pollution Prevention Plan (SWPPP).
- MDNR Dredging Permit (MO-G690000) application. This general permit expires July 31, 2024. It is the assumption that OWN would apply for this permit after the current expiration date of the general permit so that the Client will not need to apply for renewal.

### TOTAL AMENDMENT FEE

**\$10,800**

**TOTAL REVISED CONTRACT FEE including AMENDMENTS 1, 2 & 3 plus reimbursables**

Original Contract	\$177,300
Amendment #1	\$45,000
Amendment #2	\$2,500
Amendment #3	\$10,800

**TOTAL REVISED CONTRACT FEE \$235,600**

### Compensation

These Amended services add **\$10,800, ten thousand eight hundred dollars**, and spell out from our original Agreement plus additional reimbursable expenses. Additional services will be invoiced in accordance with the terms of the original Agreement unless otherwise stated herein.

### Schedule Modifications

OWN will begin to perform its services under this Amendment upon signing.

# AMENDMENT TO LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES



## Additional Assumptions

We have made several additional assumptions related to this amended scope of services which shall be made part of the original Agreement referenced above. These assumptions and subsequent explanations are as follows.

- The Client will pay any permitting fees directly to the permitting agencies.
- OWN will provide correspondence with permitting agencies while the permit is being processed.
- Any permitting requirements that are not listed above that may be required will need to be added with an additional service agreement.

This Amendment, along with any other previous Amendments to the original Agreement, represents the entire understanding between Client and OWN with respect to the Project and may only be modified in writing signed by both parties.

If this Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to OWN. This proposal will be open for acceptance for a period of thirty (30) days from the date set forth above, unless changed by OWN in writing. Client warrants that it is either the legal owner of the property to be improved by this project or that Client is acting as the duly authorized agent of the legal owner.

Sincerely,

**OWN, Inc.**

T. Scott Edgar, P.E., CFM  
Senior Project Manager

Kent D. Monter, P.E.  
Public Infrastructure Department Manager

By signing below, you acknowledge that you have full authority to bind Client to this Amendment. Your signature indicates authorization to proceed and that you have reviewed and accepted this Amendment.

**City of Nevada, Missouri**

**Proposal # PJC-035B**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Client Representative (if different from above): \_\_\_\_\_

