

RESOLUTION NO. 1879

A RESOLUTION OF THE CITY OF NEVADA, MISSOURI, ACCEPTING THE BID AND AUTHORIZING PAYMENTS TO MARVIN PLANNING CONSULTANTS, DAVID CITY, NEBRASKA, FOR THE COMPREHENSIVE PLAN UPDATE

WHEREAS, the City of Nevada, Missouri, has determined that an updated Comprehensive Plan is necessary to guide the City's future growth and development; and

WHEREAS, the City solicited and received bids for professional planning services to prepare the Comprehensive Plan update; and

WHEREAS, the City Manager or his designee is hereby authorized to enter into an agreement with Marvin Planning Consultants and to make payments in an amount not to exceed Seventy-Two Thousand Dollars (\$72,000.00).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Nevada, Missouri, accepts the bid and authorizes payment to Marvin Planning Consultants, David City Nebraska in an amount not to exceed Seventy-Two Thousand Dollars (\$72,000.00).

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Nevada, Missouri, this 2nd day of September, 2025.



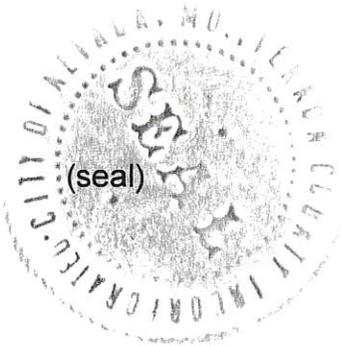
ATTEST

Cynthia Dye
CYNTHIA DYE, CITY CLERK

Carol Branham
CAROL BRANHAM, MAYOR

CERTIFICATION

I, Cynthia Dye, the undersigned City Clerk of the City of Nevada, Missouri, hereby certify that the attached copy of **Resolution No. 1879** adopted by the City Council of the City of Nevada on September 2, 2025, is a true and correct copy, as the same appears of record in my office and that the same has not been amended or repealed.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 9th day of September 2025.

AGENDA ITEM
September 2, 2025

Subject: Comprehensive Plan Agreement

Department: Administration

The City of Nevada solicited bids for professional planning services to complete an updated Comprehensive Plan. Marvin Planning Consultants of David City, Nebraska, submitted a responsive bid and has been selected as the most qualified firm. This resolution authorizes the City Manager or his designee to enter into an agreement with Marvin Planning Consultants and to make payments for services in an amount not to exceed \$72,000.

COMPANY	BID
Olsson	\$148,750.12
Future IQ	\$100,000.00
Halff	\$180,000.00
MPC	\$77,000.00
MSU	\$30,000.00
PGAV	\$125,000.00
Shockey	\$90,000.00

CONTRACT FOR SERVICES

Comprehensive Plan
Nevada, Missouri

This agreement between the City of Nevada (CITY) and Marvin Planning Consultants (MPC) is hereby entered into this 7th day of September, 2025. This agreement shall consist of this document, the proposed scope of services, and such other drawings; conditions and stipulations as shall be mutually agreed to and attached hereto.

The purpose of this agreement is for the project entitled Nevada Comprehensive Plan (PROJECT). The scope of services to be performed under this agreement is contained in Section 1. Such work shall begin upon signing this document and is estimated to be completed as per MPC's proposal.

SECTION 1 - Scope of Services

A. MPC shall provide the following services to the CITY:

MPC may combine reports listed on the attached scope of services in order to facilitate review and comment. Additional services may be performed by MPC at the direction of the CITY and with modification to the contract amount in Section 2. Such services shall be mutually agreed to and attached to this document.

The standard of care for all professional services performed or furnished by MPC under this Agreement will be the care and skill ordinarily used by members of the MPC's profession practicing under similar conditions at the same time and in the same locality. MPC makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with services provided.

All documents prepared or furnished by MPC pursuant to this Agreement are instruments of service developed exclusively for use of the CITY, and MPC shall retain an ownership and property interest therein. Other reuse of any such documents by CITY shall be at CITY's sole risk; and CITY agrees to indemnify, and hold MPC harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by CITY or by others acting through CITY.

B. CITY shall provide the following:

1. A project manager as a direct liaison with MPC to provide instruction and direction on behalf of the CITY.
2. As needed, copies of all existing base maps owned by or in the possession of the CITY.
3. Copies of all studies and data in its possession or that it may obtain are relevant to the performance of this agreement.
4. Reasonable assistance in contacting residents and agencies, scheduling activities and distributing information about the project.
5. Arrange for safe access to and make all provisions for MPC and MPC's Consultants to enter upon public property as required to perform services under this Agreement.
6. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals and other documents presented by MPC (including obtaining advice of an attorney and other consultants as CITY deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
7. Give prompt written notice to MPC whenever CITY observes or otherwise becomes aware of any development affecting the scope or time of performance or furnishing of MPC services, or any defect or nonconformance in MPC's services or in the work of any Subconsultant.
8. Secondary review by CITY/City Attorney of documents and regulations for conformity with existing local, state and federal law and regulations.
9. MPC shall be entitled to use and rely upon all such information and services provided by CITY or others in performing services under this Agreement.

SECTION 2 - Contract Sum and Payment

The CITY shall pay MPC a fixed fee of \$72,000.00 for the performance of the scope of services in Section 1.

The project will be billed a total of \$10,000.00 in Fiscal Year 2025 and the remaining portion will be billed as a percentage complete by phase monthly throughout the project period.

The CITY shall be billed monthly for services performed. All Invoices not paid within 30 days will be increased at the rate of 1.0% per month from said day; except as stated below. In addition, MPC may, after giving twenty-one days written notice to CITY, suspend services under this Agreement until MPC has been paid in full all amounts due for services, expenses, and other related charges.

Additional services as may be agreed to and as may be added to Section 1.A above shall be billed in accordance with the agreement or addendum authorizing such service.

SECTION 3 - General Considerations

A. Controlling Law

This Agreement is to be governed by the law of the State of Missouri.

B. Successors and Assigns

Neither party shall assign, sublet, or transfer its rights, interests or obligations under this Agreement without the express written consent of the other party.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by MPC to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than CITY and MPC.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit on CITY and MPC and not for the benefit of any other party.

D. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notice shall be effective upon the date of receipt.

E. Severability and Waiver

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and MPC, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

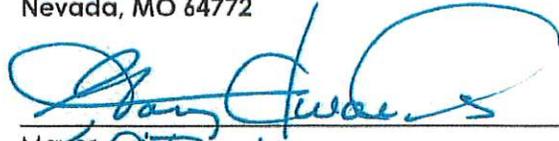
F. Termination of Contract

Either party may at any time, upon twenty-one days prior written notice to the other party, terminate this Agreement. Upon such termination, CITY shall pay to MPC all amounts owing to MPC under this Agreement, for all work performed up to the effective date of termination.



Signed this 9th day of September, 2025.

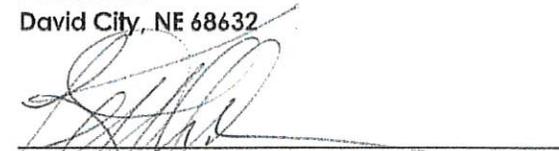
City of Nevada, Missouri
Nevada City Hall
110 S. Ash Street
Nevada, MO 64772



Mayor *City Manager*

9-9-25
Date

Marvin Planning Consultants, Inc
382 N. 4th Street
PO Box 410
David City, NE 68632



Keith A. Marvin AICP, President

9/9/25
Date

Proposed Scope of Services

Plan Kick-off

This phase begins the overall planning process by meeting with staff and steering committee members to put the process in motion.

Process:

- Develop a public participation plan with staff using proposed engagement techniques
- Conduct Planning 101 meeting
- Develop a proposed meeting schedule
- Identify and link applicable Social Media networks
- Develop project website
- Develop the base maps into formats needed for the Comprehensive Development Plan
- Conduct kick-off meeting to discuss project

Outcome:

1. Proposed meeting schedule.
2. A total of one meeting with staff to develop schedule.
3. A total of one public workshop meeting including Planning 101.
4. Establish online public engagement strategy and tools.

Community Engagement

This process will Engage the residents of all project participants in order to determine their visions and desires for the community in the coming years.

Process:

- **Two Town Hall Meetings** each for Nevada to establish preliminary input for the development of goals, objectives, and policies.
- Conduct **focus group** meetings with groups/organizations determined by planning team and staff, including:
 - The various schools serving the area.
 - Representatives from Nevada Regional Technical Center

- Developers in the area
- Major employers including Platinum Aeronautics, Nevada Regional Medical Center,
- Build Vernon County and Nevada Vernon County Chamber of Commerce, and others
- Post-secondary education providers: Cottey College and Crowder College - Nevada Center

• Conduct a **focus group meeting** with community youth members.

- Develop Interactive Mapping
- Develop online surveys including:
 - Development of postcards to be distributed throughout Nevada
 - Development of a matching poster to be hung city-wide
- Establish a Likes and Dislikes exercise with Steering Committee similar to the current comprehensive plan (using smartphones and providing a location to upload photos).
- Prepare a summary report of key issues and strategies for the City's acceptance and modify as directed.

Community Profile

This phase begins the paint the picture of where Nevada has been and where they appear to be currently. It examines all of the socio-economic data as well as existing facilities, infrastructure, land uses, etc.

Process:

- Prepare population characteristics including:
 - Up-To-Date Historic Data
 - Age Cohort Analysis
 - Migration Analysis
 - Population Trends
 - Population Projections
- Basic Housing Analysis
 - Examine and include data and policies from the current housing study
 - Examine age of housing units
 - Examine standard housing
 - Examine cost of housing

- Household and Per Capita Income
- Employment by Industry
- Economic Trends
- Survey and evaluate existing and proposed City facilities as well as examine specific levels of Service needs, including:
 - Parks, recreation, and open space
 - Life safety (law enforcement, fire protection, emergency services)
 - Public facilities
 - Historic facilities
 - Educational facilities
- Survey and evaluate existing communications and infrastructure, including:
 - Identify existing communications types and assets in the community
 - Identify existing water and sewer systems
 - Identify key areas in need of improvement within the water and sewer systems
 - Identify key areas where service extensions may occur in order to support future community expansion.
- Survey and prepare existing land uses and physical features information for the following use types:
 - Agricultural
 - Residential (SF, MF, and MH)
 - Commercial
 - Industrial
 - Public and Quasi-Public
 - Parks and Open Spaces
 - Rights-of Way
- Evaluate transportation facilities including:
 - Existing road systems and classifications
 - Projected road system needs.
 - Existing highway system
 - Existing trails system (locally an regionally)
 - Existing infrastructure at the Nevada Municipal Airport
 - Existing and potential regional changes to the Missouri and Northern Arkansas Railroad system in Nevada and the surrounding region.
 - Update of Transportation Network

Proposed scope of Services

Outcome:

1. Completed growth management plan
2. Completed future land use plans
3. Complete other chapters
4. Completed transportation plan.
5. A total of **Open House** to present proposed land uses.
6. A total of **three (each) public workshop meetings** with Steering Committee

Final Plan Implementation

- Draft a visionary Comprehensive Plan with actionable goals and a clear road map through 2045 including the following:
- Development of a future land use plan including maps (utilizing ArcGIS) addressing specific issues such as, but not limited to:
 - Growth management policies and priority growth areas
 - Commercial development nodes
 - Historic Preservation
 - Community Character and Urban Design
 - Housing and Neighborhoods
 - Economic Development Chapter, as discussed in outline
 - Parks, Open spaces, and trails
- Conduct two Public Open Houses to present the alternative land use plans and receive feedback on the desirable options.
- Refine the land use plans as directed after the completion of the Open Houses.
 - Development of a future land use plan
 - Develop Hazards Chapter.
 - Development of a Public Health Chapter.
 - Development of a Sustainability Chapter.
 - Develop a new transportation plan/network based upon the following:
 - Existing studies and plans
 - Public input collected during the planning process
 - Plans being considered by the City, Counties, and State
 - Observations of the planning team.

- These chapters will address key topics such as land use, urban design, housing diversity, transportation, and environmental resources.
- Include supporting graphics like charts, maps (e.g., future land use and street classification), and trend analyses.

Plan Implementation

This step in the planning effort begins developing long-term visions for the community.

Process:

- Review draft of Nevada Action Plan - Implementation program for Comprehensive Plan.
- Identify key persons in the community who will need to be involved in the implementation of the Nevada Comprehensive Plan.
- Research and identify specific funding sources that can aid in the implementation of the Comprehensive Plans.

Adoption and Launch

This step in the planning effort takes the process to adoption and Public Education.

Process:

- Hold all necessary Public Hearings to complete adoption.
- Develop educational materials including digital and hardcopy materials

Support Nevada

- A. Provide technical support to officials and staff through telephone and email consultation and brief reports during plan process.
- B. Review development plans that are submitted during the planning process for consistency with the Plan
- C. Provide technical support after completion and adoption of the plan, by telephone.
- D. Attend meetings as needed at established hourly rates.

Note: 3 meetings during the process, not community engagement effort will be changed to Zoom/Teams Meetings

Proposed Fee Breakdown

Comprehensive Plan

Project Kick-off and Organization

Total Fee: \$ 10,000.00

Community Profile

Total Fee: \$ 13,500.00

Envision

Total Fee: \$ 20,000.00

Draft Comprehensive Plan

Total Fee: \$ 21,000.00

Implementation

Total Fee: \$ 7,500.00

Comprehensive Plan

Total Fee: \$ 72,000.00

Total Time Frame: 12 to 18 months

The overall fee will be modified and adjusted based upon the final negotiated Scope of Services. Our Team would welcome the opportunity to discuss the Scope of Services and Proposed Fees further. The fees are inclusive of all expenses including mileage, lodging, etc.