

## ORDINANCE NO. 09-95 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE EDGE GROUP, INC. OF COLUMBUS, OHIO FOR PROFESSIONAL PLANNING SERVICES FOR THE PREPARATION OF A PARKS AND RECREATION STRATEGIC PLAN AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to enter into a contract with The EDGE Group, Inc. of Columbus, Ohio for professional planning services for the preparation of a Parks and Recreation Strategic Plan for the City of Oberlin in an amount not to exceed \$29,500. A copy of the proposed contract is attached hereto and incorporated herein by reference.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit:

*"to proceed with the public input, planning and development of a parks and recreation strategic plan in a timely manner", and shall take effect immediately upon passage.*

PASSED: 1<sup>st</sup> Reading – December 21, 2009  
2<sup>nd</sup> Reading – January 4, 2010  
3<sup>rd</sup> Reading - January 19, 2010(E)

ATTEST:



BELINDA B. ANDERSON  
CLERK OF COUNCIL



KENNETH SLOANE  
PRESIDENT OF COUNCIL

POSTED: 01/20/2010

EFFECTIVE DATE: 01/19/2010

02-03-10P04:53 RCVD

September 22, 2009  
*Revised: October 2, 2009*  
*Revised: December 8, 2009*

Mr. Jeff Baumann, Public Works Director  
City of Oberlin  
85 South Main Street  
Oberlin, OH 44074

RE: City of Oberlin Parks and Recreation Strategic Plan – Technical  
Proposal

Dear Mr. Baumann:

The EDGE Group, along with our sub consultants, is pleased to submit this proposal to provide professional planning and design services for the City of Oberlin Parks and Recreation Strategic Plan. It is our understanding that we will facilitate a process that will synthesize current conditions, public desires, and sound recreation/athletic facilities planning into a strategic recreation vision for Oberlin. Based upon this understanding of the project, we propose the following scope of services.

### **Basic Scope of Services**

#### ***Work Step 1: Recreation Assessment (January 15 – February 28, 2010)***

The initial step allows the project team to become familiar with the Planning Advisory Committee (PAC) and their objectives. Typically, we recommend that the Committee consist of 6 to 8 members with representation from, but not necessarily limited to, the following: elected and appointed government officials, representation from the local youth athletic program, representation from other partnering agencies, and residents of various age groups that are active in various recreation programs.

Refinement of the project goals and schedule will be resolved in this phase. The team will also become familiar with all previous and on-going planning efforts and initiatives.

The project team will collect and analyze pertinent qualitative and quantitative data relating to current physical conditions, programming, and operations. Assessment of community values and priorities, demographics trends, and industry benchmarking will identify where the community is now and where it is going. The project team will perform the following:

1. Review all previous and on-going planning efforts for the study area, the comprehensive plans and efforts of Oberlin, New Russia and Pittsfield Township, and Lorain County, and any other neighborhood plans or studies (to be provided by the City of Oberlin).
2. Collect City Parks and Recreation operational information including policies, staffing, programs, and budget allocations.
3. Review any readily available census data and demographic information for the study area.
4. Collect aerial photography, auditor mapping, or any other readily available base mapping of the study area, individual park sites, and open spaces. (to be provided by the City of Oberlin if not readily available on-line).
5. Provide suggestions to the City on formation of focus group participants. Focus group participants may include more representation from City staff, larger representation from partnering agencies, youth programs, and/or the general public. If necessary, two focus group meetings may be conducted during Site Visit #1 to accommodate diverse interests or a large number of participants. The City will establish this group prior to Site Visit #1. Coordinate agenda and schedule for Site Visit #1 with the City.
6. **Site Visit #1 (late January – estimated)**. Meet with PAC to finalize project goals, milestone dates, and project schedule and process. Review public input process including draft survey questions.
7. **Site Visit #1**. Document existing physical conditions of the study area including existing municipal parks. In addition, understand the county, township, local schools, and college facilities and any additional natural resources and open space systems.
8. **Site Visit #1**. Conduct Parks and Recreation Focus Group meeting(s) to understand strengths and weaknesses of current facilities. Understand current programs and potential areas of future need. Review operations including policies, organizational structure, maintenance needs, and annual budget allocations. Explore potential core values and vision statement alternatives.
9. Conduct resident survey to measure community attitudes and priorities regarding existing facilities and programming and future recreational facilities and programming needs. A draft questionnaire will be developed by the planning team for review and input by PAC. Questionnaire will then be posted on the City website. Advertisement of survey throughout the community will be provided by the City via newspaper or other means as determined by them.

10. Understand demographics and trends and identify current level of service. Review national standards, regional benchmarks and compare to current service level.

**Deliverables:** Analysis Plans, core values/vision statement alternatives, survey results, focus group meeting minutes, national standards, benchmark matrix, and level of service analysis.

**Work Step 2: Preliminary Strategic Plan  
(March 1 – May 15, 2010)**

This step represents the synthesis of the community's recreation assets and preferences with the demographic trends and funding opportunities. Alternatives will be prepared that explore facility and programming improvements and modifications. Creative approaches to sharing facilities, programming, and partnering will also be explored

1. Prepare preliminary concept diagrams for all existing parks and any other recreational/open space recommendations that could strengthen the overall park system and vision. Prepare overall open space plan to illustrate the recreation system and connectivity. *Note: recommendations for parks will be illustrated as simple diagrams (e.g. new open space connections, access, use areas, etc...).*
2. Prepare draft recommendations regarding operations and/or programming that may be necessary to support proposed improvements and any of the alternative concepts. Recommendations should also include endorsements and/or suggested refinements to current organizational structure (roles, responsibilities of various partners) and financial model (budget allocation, fee structure, sponsorships, financial assistance).
3. Refine vision statement alternatives based on PAC input. Develop draft goals and objectives to support vision statement.
4. **Site Visit #2 (mid April).** Meet with PAC to review preliminary concepts and recommendations.
5. Based on PAC input, refine preliminary concepts and draft recommendations. Refine all graphics and prepare presentation of Preliminary Recommendations.
6. **Site Visit #3 (early May).** Meet with PAC to review all preliminary recommendations. Conduct Public Open House/Workshop, if authorized (*See Supplemental Services #3*).

**Deliverables:** Preliminary recommendations for all site improvements, draft recommendations regarding operations/programming, refined vision statement and draft goals and objectives.

**Work Step 3: Final Strategic Plan  
(May 15 – June 30, 2010)**

In this final work step, the team will refine the preliminary concepts and recommendations into a final strategic plan. The final plan will include capital improvement strategies, phasing and priorities, programming recommendations, and operational needs. These recommendations will be presented as actionable steps that will guide improvements for the next 20 years.

1. Finalize core values, vision statement, and supportive goals and objectives based on input.
2. Finalize all physical planning recommendations. Provide diagrams as required to illustrate future improvements.
3. Provide potential capital improvement strategies and prioritize projects based on community need and logical phasing. Identify short term and long term improvement projects.
4. Summarize programming recommendations and operational requirements necessary to support future improvements. Suggest priorities based on feedback from PAC and survey results. Identify potential operational costs and opportunities for cost subsidies. Provide final recommendations on organizational structure and financial model for the City and other partners
5. Summarize all recommendations as short term and long term action steps that reflect phasing and priorities.
6. **Site Visit #4 (early June, 2010).** Present final draft strategic plan report to PAC. Solicit critical comment and refine draft report as necessary.
7. **Site Visit #5 (late June, 2010).** Attend City Council meeting to present final draft and receive final public input. PAC to provide guidance on appropriate meeting format.
8. Incorporate any final comments into final plan. Deliver 15 copies of final report and electronic version to PAC for their use and distribution.

**Deliverables:** Final report as described above including actionable steps.

### **Supplemental Services (if authorized)**

1. **Project Website.** The basic scope of services above assumes that communication regarding the status of the plan and access to a resident survey can be achieved through the use of the existing City web site. If required, a specific web site could be created for this project. Links to this site would then be coordinated with City's IT administrator.

**Proposed fixed fee = \$1,000.00**

2. **Park Site Plans.** The basic scope of services above assumes that recommendations for specific park sites will be graphically portrayed as concept diagrams that indicate potential access points, potential use areas, etc... If required, specific detailed site plans for individual parks may be provided to better describe specific site elements and improvements.

**Proposed fixed fee = \$1,200.00 per site plan**

3. **Public Open House/Workshop.** The basic scope of services above assumes that public input is gathered from PAC representation, Focus Group participants, resident survey responses, and the final presentation of the recommendations at a City Council meeting. If authorized, an additional Public Open House could be held to present preliminary concepts and draft recommendations in order to solicit additional input on preferences and priorities for improvements.

**Proposed fixed fee = \$3,000.00**

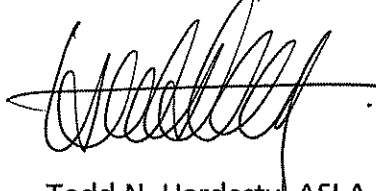
### Professional Fees

For the above stated services, The EDGE Group proposes the following fee structure which includes all sub-consultant fees and reimbursable expenses for travel, lodging, and printing associated with meetings and the final deliverable. Please find attached our Terms and Conditions which are a part of this proposal. *Note: If authorized Supplemental Services and the related professional fees are described above.*

<b>Work Step</b>	<b>Fixed Fee</b>
Work Step 1: Recreation Assessment	\$6,000.00
Work Step 2: Preliminary Strategic Plan	\$14,500.00
Work Step 3: Final Strategic Plan	\$5,000.00
<b>Total Professional Fee</b>	<b>\$25,500.00</b>


If this proposal is acceptable, please sign below and return one copy to our office. The EDGE Group acknowledges your signature on this document as formal acceptance of the Scope, Fee and Terms expressed herein and as your authorization to proceed. Thank you for the opportunity to submit this proposal and we look forward to working with you on this project.

Respectfully submitted,  
The EDGE Group, Inc.




Tedd N. Hardesty, ASLA, LEED AP  
Principal

APPROVED: )

By:  Date: 2/28/10

Title: City Manager

Approved as to form:

  
Eric R. Severs  
Law Director

## **TERMS AND CONDITIONS**

This agreement contains the terms and conditions governing the attached proposal by The EDGE Group, Inc. doing business as The EDGE Group, and is governed by the laws of the State of Ohio.

### **Payments**

All payments are due within fifteen (15) days of date of invoice. Amounts unpaid thirty days after the invoice date are subject to 1.5% per month interest (18% per annum) on unpaid balance. An initial payment of 10% of the total fee is payable upon execution of the contract. This initial payment will be applied to the first project invoice. Any failure to pay a monthly invoice when due shall give The EDGE Group the right to terminate this contract. Services will be invoiced on a monthly basis.

### **Additional Services**

For work requested and performed beyond the basic scope of this agreement, The Edge Group shall receive extra compensation at the prevailing rates plus reimbursable expenses at the time the work is authorized in writing. Payments for such additional services are subject to the terms stated above.

### **Reimbursable Expenses**

In addition to compensation provided for professional services, The EDGE Group, Inc. shall receive reimbursement for expenses incurred on behalf of the client towards the completion of the project. Expenses are to be billed at a multiple of 1.1 times cost. Expenses are to include but are not limited to printing, photo processing, plotting, telephone calls, postage, copies, travel, meals and lodging. Additional charges for insurance adjustments requested by the client over basic coverage are reimbursable. Payments for all such reimbursable expenses are subject to the terms stated above.

### **Delay of Schedule**

Should the project be delayed beyond 3 months of the original scheduled completion dates through no fault of The EDGE Group, Inc., compensation will be adjusted to rates prevailing at the time the project is invoiced plus reimbursable expenses for all additional time spent on the project beyond the period scheduled.

### **Standard of Care**

In providing services under this agreement, The EDGE Group will endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The EDGE Group will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of The EDGE Group's part of the project. Regardless of any other term or condition of this Agreement, The EDGE Group makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

### **Indemnifications**

The Client agrees, to the fullest extent permitted by law, to indemnify and hold The EDGE Group and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorney's fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. The EDGE Group further agrees to indemnify the Client for damages arising from its own negligent errors, acts or omissions.

### **Construction Activities**



The EDGE Group shall not be responsible for the acts or omissions of any person performing any of the Work or for instructions given by the Client or its representatives to anyone performing any of the work, nor for means and methods or job-site safety.

**Limitation of Liability**

Neither The EDGE Group, Inc., nor its officers, directors, members, partners, employees, agents or consultants shall be jointly, severally, individually or otherwise liable to the client or anyone claiming by, through or under the client, in excess of the compensation paid pursuant to this agreement, by reason of any act or omission (including breach of contract or negligence) not amounting to willful or intentional wrong doing. The Edge Group, Inc., shall not be liable for consequential damages.

**Termination of Services**

This agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. The EDGE Group, Inc., reserves the right to cease all work production at such time the account remains unpaid fifteen (15) days after the invoice date. The EDGE Group, Inc., shall be compensated for all services performed prior to termination or work stoppage for reasons stated above plus reimbursable expenses and reasonable profit on the project.

**Prevailing Rates**

Principal	\$150/hour
Associate 2	\$115/hour
Associate 1	\$95/hour
Professional 2	\$85/hour
Professional 1	\$75/hour
Intern	\$55/hour
Clerical	\$45/hour

EFFECTIVE: April 1, 2009