

## CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (the "Agreement") is made and entered into this 22nd day of February, 2012 by and between the City of Overland Park, Kansas, (the "City") and Moore Iacofano Goltsman, Inc, (the "Consultant").

WITNESSETH:

WHEREAS, the City desires to obtain consulting services in support of a project described as:

### **CITY OF OVERLAND PARK'S PARK MASTER PLAN**

(hereinafter, the "Project"); and

WHEREAS, the City and the Consultant desire to enter into this Agreement setting forth the terms and conditions of their understanding as regards the consulting services for the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

#### **SECTION 1. SCOPE OF SERVICES**

The Consultant agrees to provide consulting services as set forth in Exhibit A, attached hereto and incorporated herein by reference, (the "Services").

#### **SECTION 2. STATUS OF CONSULTANT**

The Consultant is an independent contractor, and as such is not an agent or employee of the City.

#### **SECTION 3. COMPENSATION**

A. Total Fee: The City agrees to pay the Consultant an amount not to exceed One Hundred Twenty-Five Thousand Fifty-Two Dollars (\$125,052), including reimbursable expenses. The fee is based on the performance of the Services, and shall be billed using rates and reimbursable expenses as set forth in Exhibit A. All work shall be completed on or before December 31, 2012. If any additional services beyond the Services outlined in Exhibit A are deemed to be necessary, the compensation for said services shall be agreed upon in writing by both parties.

B. Manner of Payment: Unless otherwise stated in Exhibit A, invoices for fees will be submitted every four weeks and are to be paid within thirty (30) days of receipt.

#### **SECTION 4. TERMINATION**

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate, in whole or in part, with or without cause, the Services of the Consultant at any time, subject to written notice to the Consultant. If the City terminates the Agreement prior to completion of Services, the City shall compensate the Consultant for all Services satisfactorily completed as of the date of the Consultant's receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

**SECTION 5. SUBCONTRACTING OF SERVICES**

The Consultant shall not subcontract any of the Services to be performed under this Agreement without first obtaining the written approval of the City regarding the Services to be subcontracted and the person or firm proposed to accomplish the subcontracted portion of the Services.

**SECTION 6. OWNERSHIP OF REPORT**

The final report and all documents prepared in connection with the Services shall be the property of the City upon completion of the Services. The Consultant will have no responsibility to update its report for events and circumstances' occurring after the report is accepted as final and complete by the City.

**SECTION 7. INSURANCE**

General: The Consultant shall secure and maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. The Consultant shall provide certificates of insurance and renewals thereof on forms approved by the City. The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate, except 10 days notice for non payment of premium.

Notice of Claim Reduction of Policy Limits: The Consultant, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Consultant shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by this Agreement) if the Consultant's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Consultant shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

A. General Liability

General Aggregate:	\$1,000,000
Products Completed Operations Aggregate:	\$1,000,000
Personal & Advertising Injury:	\$500,000
Each Occurrence:	\$500,000

Policy must include the following:

1. Broad Form Contractual / Contractually Assumed Liability
2. Independent Contractors

**Name City of Overland Park as "Additional Insured".**

B. Automobile Liability: Policy shall protect the Consultant against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles in an amount of no less than \$500,000 combined single limit.

**Name City of Overland Park as "Additional Insured".**

- C. **Worker's Compensation and Employer's Liability:** This insurance shall protect the Consultant against all claims under applicable state workers' compensation laws. The Consultant 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 workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

**If the Consultant has no employees, a waiver form provided by the City must be executed (see attached).**

- D. **Professional Liability:** The Consultant shall maintain throughout the duration of this Agreement Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) and shall provide the City with certification thereof.
- E. **Industry Ratings:** The City will only accept coverage from an insurance carrier who offers proof that it:
1. Is authorized to do business in the State of Kansas;
  2. Carries a Best's policyholder rating of A- or better; and
  3. Carries at least a Class VIII financial rating; or
  4. Is a company mutually agreed upon by the City and the Consultant.

Certification of insurance coverage shall be on the City's standard Certificate of Insurance form or on forms acceptable to the City.

- F. **Subcontractor's Insurance:** If a part of this Agreement is to be sublet, the Consultant shall either:
1. Cover all subcontractors under its insurance policies; or
  2. Require each subcontractor not so covered to secure insurance which will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein.

## **SECTION 8. INDEMNITY**

- A. **Definitions:** For purposes of indemnification requirements, the following terms shall have the meaning set forth below:
1. "The Consultant" means and includes the Consultant, all of its employees, agents and assignees, and all of its affiliates and subsidiaries, its subcontractors and/or assignees and their respective servants, agents and employees; and
  2. "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be

connected with, the performance of this Agreement whether arising before or after the completion of the work required hereunder.

- B. Indemnity: For purposes of this Agreement, the Consultant hereby agrees to indemnify, defend and hold harmless the City, its employees and agents from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Consultant. It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the Consultant's obligation hereunder shall not include amounts attributable to the fault or negligence of the City. Nothing in this section shall be deemed to impose liability on the Consultant to indemnify the City for loss when the City's negligence or other actionable fault is the sole cause of loss. With respect to the City's rights as set forth herein, the Consultant expressly waives all statutory defenses, including, but not limited to, those under workers' compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the duty of Consultant to indemnify the City.

## **SECTION 9. DISPUTE RESOLUTION**

The City and the Consultant agree that disputes relative to the Project or the Services should first be addressed by negotiations between the parties. 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, at the City's direction, the Consultant shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the City's express written consent.

## **SECTION 10. NON-DISCRIMINATION**

- A. The Consultant agrees that:
1. During the performance of this Agreement or any subcontract resulting thereof, the Consultant, all subcontractors and vendors shall observe the provisions of the Kansas Acts Against Discrimination (K.S.A. 44-1001, et seq.) and Title VII of the Civil Rights Act of 1964 as amended and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, national origin, age, disability, ancestry, veteran status, or low income;
  2. In all solicitations or advertisements for employees the Consultant, all subcontractors and vendors shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission;
  3. If the Consultant, a subcontractor or vendor fails to comply with the manner in which the Consultant, subcontractor or vendor reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Consultant, subcontractor or vendor shall be deemed to have breached this Agreement, and it may be canceled, terminated or suspended, in whole or in part, by the City;
  4. If the Consultant, a subcontractor or vendor is found guilty of a violation of the Kansas Acts Against Discrimination under a decision or order of the Kansas Human Rights Commission which has become final, the Consultant, subcontractor or vendor shall be deemed to have breached this Agreement, and this Agreement may be cancelled, terminated or suspended in whole or in part by the City;

5. The Consultant shall include the provisions of paragraphs A1. through A4. above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- B. The Consultant further agrees that the Consultant shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and shall furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to this Project and shall furnish any certification required by any federal, state or local governmental agency in connection therewith.

## **SECTION 11. OTHER LAWS**

The Consultant agrees to abide by all other federal, state or local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection with same.

## **SECTION 12. GENERAL PROVISIONS**

- A. This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement except such representations as are specifically set forth in this document and each of the parties acknowledges that it has relied on its own judgment in entering into this Agreement.
- B. Any modification of this Agreement or additional obligation assumed by either party in connection herewith shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
- C. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- D. It is the intention of the parties that this Agreement and the performance hereunder, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Kansas and that, in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Kansas shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.
- E. The titles to sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Moore, Iacofano, Goltsman, Inc.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Title

CITY OF OVERLAND PARK, KANSAS

\_\_\_\_\_  
CARL GERLACH  
MAYOR

ATTEST:

\_\_\_\_\_  
MARIAN COOK  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
STEPHEN B. HORNER  
SENIOR ASSISTANT CITY ATTORNEY



## CONSULTANT'S STATEMENT

I have contracted with the City of Overland Park to perform consultant services. I do not employ the services of any other person(s) or subcontractor(s). In the event that I hire any person to serve as either my employee or subcontractor, I hereby agree to purchase workers' compensation insurance and immediately furnish the City of Overland Park proof of such insurance.

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Date

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Consultant's Signature



**EXHIBIT A**

## EXHIBIT A

### REVISED WORK PLAN – February 23, 2012

The MIG Team includes prime consultant MIG, Inc. and subconsultants Ballard\*King & Associates (B\*K), Bowman Bowman Novick, Inc. (BBN), Schlagel & Associates, and ETC Institute. Two Committees will meet throughout the process to provide guidance:

- **Steering Committee.** The Steering Committee is currently being selected by the City to include representative citizens and user groups, and representative members of the Citizen Advisory Council on Parks & Recreation of Overland Park. Committee members will be responsible for reviewing technical documents and attending meetings at key points in the process. These will be interactive “working” sessions that will include reviewing findings, identifying issues and applying tools to assist in prioritizing projects and actions. We recommend that the committee include 10-12 representatives.
- **Technical Advisory Committee (TAC).** The TAC includes the City's project manager and other designated city staff, and can also include representatives from other agencies such as the School District.

#### Meeting Windows:

Our approach is built upon iterative, intensive collaboration with staff, stakeholders and community members. To accomplish this, the MIG Team will employ a methodology of conducting "Meeting Windows" throughout the project. Each Meeting Window involves intensive upfront planning and scheduling; staff/consultant team meetings and working sessions; carefully structured committee sessions to efficiently gather the most data and feedback in the shortest period of time; and other useful check-ins, such as stakeholder group interviews. In addition to enhancing the data gathering and technical analysis of the project, this approach will help ensure that participation will be:

- **Timely**, with input sought when there are notable work products to discuss and important choices to make in terms of project direction;
- **Engaging**, so stakeholders find that the time they devote is interesting and worthwhile;
- **Useful** to the City staff, TAC, Steering Committee and MIG Team in making decisions and setting direction for the plan; and
- **Efficient** in its use of the project's limited resources.

Each meeting window will be two to four days in length depending upon the required tasks, with sessions anticipated from the early morning to late evening hours in order to maximize time and resources. Four meeting windows are anticipated for this project; one meeting window within each Phase of the planning process.

**Project Phases:**

- **Phase 1: Where Are We Now?** - In Phase 1, the MIG Team will gain a deeper understanding of Overland Park's park and recreation system, building on our team members' existing knowledge. During this phase, we will tour the park system and facilities and review programs and operations.
- **Phase 2: Where Do We Want to Be?** - During this phase, we will analyze the system to identify needs for parks, recreation, and open space services. We will address parks and facilities, as well as programs.
- **Phase 3: How Do We Get There?** - In Phase 3, the MIG Team will develop strategies and policies for the future development of Overland Park's parks, open spaces, trails, and recreation services and facilities. In addition, capital and non-capital actions will be identified and prioritized.
- **Phase 4: Documentation and Adoption** - All actions and strategies will be incorporated into a readable, usable plan document in Phase 4. The final Park Master Plan will serve as an effective guide and tool for staff and the City Council to use in the future.

Meeting Window 1	Meeting Window 2	Meeting Window 3	Meeting Window 4
<ul style="list-style-type: none"> <li>▪ Steering Comm. #1</li> <li>▪ TAC #1</li> <li>▪ Park Tour &amp; Evaluation</li> <li>▪ Stakeholder Focus Groups (preferred)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Steering Comm. #2</li> <li>▪ TAC #2</li> <li>▪ Community Visioning Workshop (preferred)</li> <li>▪ Stakeholder Focus Groups (alternative)</li> <li>▪ Aquatics Workshop</li> </ul>	<ul style="list-style-type: none"> <li>▪ Steering Comm. #3</li> <li>▪ TAC #3</li> <li>▪ Community Visioning Workshop (alternative)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Steering Comm. #4</li> <li>▪ TAC #4</li> <li>▪ Public Open House</li> <li>▪ City Council</li> </ul>

**Assumptions:**

- The MIG Team will deliver PDF and Word document files of deliverables, unless otherwise specified.
- The MIG Team will make one revision to each deliverable, based upon a set of consolidated comments provided by the City's project manager, unless otherwise specified.
- The City will be responsible for meeting logistics (e.g., identifying a location, providing refreshments), duplication of agendas and materials, and notifications to participants.

## **PHASE 1: WHERE ARE WE NOW?**

The purpose of this phase is to efficiently update the baseline of information about Overland Park's system of parks, its recreation services, and the overall performance of the system and the organization. This information will be documented in a summary report which will serve as a baseline for the needs assessment. This phase will also include a review of existing park master plans and the City's Comprehensive Plan to identify the full range of policy implications for the Parks Master Plan.

### **Task 1: Project Initiation & Background Information Review**

#### **1.1 Project Initiation**

The MIG Team will submit an information and data request to Overland Park, detailing desired base information. We will meet with Overland Park staff by conference call to discuss contract administration, finalize the public involvement strategies and details, discuss the park evaluation tool, and determine review protocols and communication procedures.

#### **1.2 Document Review**

MIG Team members will review relevant past plans such as the Comprehensive Plan and development code, program and facility data, and parks and recreation budget data.

#### **1.3 Base Map**

Using mapping information provided by the City, MIG will prepare a GIS base map of the planning area using the City's existing map template. This map will later be used to analyze the existing park system, assess park and facility needs, and develop a future park system plan. MIG will provide a PDF map to the City.

#### **1.4 Park Tour & Evaluation**

MIG will tour representative parks and recreation facilities with parks and recreation staff, maintenance representatives and other city staff to discuss key issues, operational concerns, and opportunities. Separate from the tour, the MIG Team, in coordination with BBN, will evaluate parks using an evaluation tool to evaluate condition of up to ten types of improvements. This information will be incorporated into the inventory.

#### **1.5 TAC Meeting #1**

At TAC Meeting #1, we discuss strengths, weaknesses, opportunities and challenges with the existing parks and recreation system in Overland Park.

#### **1.6 Steering Committee Meeting #1**

At the first Steering Committee meeting, we will explain the purpose of the planning study and the planning process; clarify the roles and expectations of Committee members, discuss issues and needs, and brainstorm about how to expand the outreach network most effectively.

### **Task 1 Products**

- Request for Information
- Base map
- Park tour & evaluation, evaluation tool
- TAC & Steering Committee Meetings #1

## **Task 2: Existing Recreation Resources**

### **2.1 Park Inventory Update**

Based on Task 1 work, MIG will update the City's park inventory and incorporate evaluation data. From previous experience, MIG team member Schlagel will identify known infrastructure deficiencies at sites within the system. In addition, team member BBN will provide a one to two page assessment of the overall landscape architectural design quality of the system and features.

### **2.2 Park and Open Space Classification System**

After the analysis of the inventory, MIG will review and update the 2005 park classification system based on the findings from the parks tour, the inventory analysis and staff feedback. The purpose of review is to update and refine the existing 'general characteristics' or design guidelines to accurately classify the parks according to their function and size. MIG will also evaluate park land by type in terms of ratios, amenities and development status.

### **2.3 Benchmarking**

MIG will work with City staff to identify three comparable communities for benchmarking and analysis in Phase 2. MIG will compare demographics, park land classification, park land and recreation facility LOS, and maintenance costs and present benchmarking results in memo format.

### **2.4 Maintenance Operations**

MIG will analyze park operations in terms of maintenance responsibilities, organizational structure, cost per acre to maintain the system and acres of park land per maintenance employee.

### **2.5 Market & Economic Analysis**

MIG team member Ballard\*King will conduct a market and economic analysis of the City's demographics looking at age distribution, income levels, ethnicity and future trends. They will then look at Overland Park's market position through an analysis of other providers; public, non-profit and private. The findings will be summarized in a report.

### **2.6 Park, Facility and Program Analysis Report**

This report will provide the baseline for the project, reviewing the current status of parks, facilities and programs in Overland Park. It will include an overview of Overland Park's planning context, including a description of the recreation implications of the community's demographics and land use patterns. As noted in the assumptions, MIG will provide an electronic version of this report (PDF and Word) and its accompanying exhibits to City staff for distribution and review, and make revisions based on one set of consolidated comments.

## **Task 2 Products**

- Market and Economic Analysis Report
- Benchmarking Results Memo
- Park, Facility and Program Analysis Report

## **PHASE 2: WHERE DO WE WANT TO BE?**

The focus of Phase 2 is to identify park and facility needs through community involvement and technical analysis. Based on the community priorities, we will conduct an assessment of need for parks, indoor and outdoor facilities, and greenways. This phase also includes a specific needs assessment for aquatic facilities.

### **Task 3: Public Involvement**

#### **3.1 Stakeholder Focus Groups**

MIG will conduct three stakeholder focus groups to identify issues and discuss perceived needs. These interviews will occur during Meeting Windows 1 or 2 and will take place in person. Stakeholder groups to be interviewed will be identified in consultation with City staff and should include groups such as the Arts & Recreation Foundation. The City of Overland Park will be responsible for organizing logistics, such as reserving space and coordinating with the stakeholder groups to schedule times. MIG will plan and facilitate the meetings. Following the stakeholder focus groups, MIG will prepare a memo summarizing results. Findings will be included in the Recreation Needs Assessment Summary Report (Task 4).

#### **3.2 Community Recreation Survey**

MIG team member ETC Institute will conduct a statistically significant mail/phone survey with 400 validated surveys, to provide at least a 5% margin of error at a 95% confidence interval. The results will be benchmarked to similar communities and incorporated into a report that will be submitted to the City in PDF format. Results of the survey will be integrated into Task 4.7 Recreation Needs Assessment Summary Report.

#### **3.3 Online Questionnaire/Public Comment #1**

A questionnaire will be hosted online during Phase 1, with a link provided on the City's website. The questionnaire will ask community members to answer a series of questions regarding their perceived issues, needs and opportunities for parks and recreation in Overland Park. The questions will be developed with City staff and the Steering Committee and will inform Task 4.7 Recreation Needs Assessment Summary Report. MIG will provide the questionnaire link for posting on the City's website and an announcement suitable for sending out to existing email lists and listserves.

#### **3.4 Aquatics Workshop**

MIG in coordination with B\*K will facilitate a workshop with aquatics organizations, aquatics facility providers, and the public to discuss core services and facilities. The workshop will identify interests and perceived needs for aquatics facilities and programs that will inform the planning process and the Aquatics Facility Needs Assessment (Task 4.3).

#### **3.5 Community Visioning Workshop**

The community visioning workshop takes place mid-way through the planning process, and is a public workshop designed to refine a vision for Overland Park's park system. MIG will design an agenda and activities to engage people in developing a vision for future park and recreation services. This interactive workshop will take place at a time and location to maximize

participation. This event will be scheduled to take place in conjunction with a TAC and Steering Committee meeting, during Meeting Window 2.

### 3.6 Online Questionnaire/ Public Comment #2

A second questionnaire will be hosted online during Phase 3, with a link provided on the City's website. The questionnaire will ask community members to respond to the proposed system and map and park recommendations developed for task 5.2 and 5.3. The questions will be developed with City staff and the Steering Committee input, and will inform Task 6.1 Administrative Draft Master Plan.

### 3.7 Public Open House

MIG will host a public open house to review the Draft Master Plan. MIG will prepare materials and host the open house. The City will be responsible for arranging the meeting location. This open house will occur with Meeting Window 4 activities.

## Task 3 Products

- Stakeholder Focus Groups (3)
- Community Recreation Survey
- Community Vision Workshop
- Aquatics Workshop
- Online questionnaire/public comment questionnaire 1 and results
- Online questionnaire/public comment questionnaire 2 and results
- Public Open House

## Task 4 Recreation Needs Assessment

### 4.1 Identification of Park Land Needs

Based on information from the Park, Facility, and Program Analysis Report; the public involvement process; and a geographic service area analysis, MIG will identify park land needs in the City. This assessment will use a mapping analysis using the geographic base developed and refined in Tasks 1 and 2. Need will be expressed as a level of service standard in terms of acres per 1,000 residents. The standards will be developed specifically for Overland Park and will reflect the realities of land availability, cost of land, and available funding, in addition to community preferences about park access, desired recreation amenities, and need. The recommended standard will be used to compare demand with the existing supply to identify existing needs in terms of acres, miles, or number of facilities. Future needs will be projected based on projected population growth.

### 4.2 Identification of Recreation Facility Needs

MIG will conduct an analysis of the need for up to six recreation facility types. In the analysis, MIG will identify a recommended level of service for each facility type. Using the recommended level of service, MIG will project future demand for each of the facilities.

#### 4.3 Aquatic Facility Needs Assessment

MIG team member Ballard\*King (B\*K) will conduct an aquatics facility need analysis and will use the public input information gathered during tasks 3.1, 3.2 and 3.4 to assist in identifying perceived need. B\*K will complete an assessment of the possible need for additional or renovated aquatic facilities. This assessment will be summarized in a stand-alone report.

The assessment will be based on the following:

- Assessment of Existing City Aquatic Facilities
  - Basic physical condition
  - Identification of market area
  - Ability to service the aquatic needs of the area
- Market Assessment
  - Demographic characteristics of the Overland Park aquatics market
  - Role and market of other aquatic providers
  - Aquatic facility trends
  - Identification of market strengths and deficiencies
- Determine Community Needs and Expectations for Aquatics
  - Utilize public input tools for the Master Plan
  - Summarize community input
- Demand Analysis Summary
  - Recommendations to meet any identified future needs.

#### 4.4 Steering Committee Meeting #2

MIG will review the preliminary results of tasks 4.1-4.2 with the Steering Committee and get feedback to incorporated into the Needs Assessment Summary report.

#### 4.5 TAC Meeting #2

MIG will review the preliminary results of tasks 4.1-4.2 with the TAC and get feedback to incorporated into the Needs Assessment Summary report.

#### 4.6 Recreation Needs Assessment Summary Report

Based on projected build-out populations, land use designations and the results of Task 3, 4.1-4.3. MIG will identify current and future need for parks, facilities and recreation programs. In addition, the Recreation Needs Assessment Summary Report will include a discussion on national and regional recreation trends and a description of how the standard for each type of park area or recreation facility was developed, the service level assumed, and what it means in terms of additional land or facilities. This report will also identify development standards by park classification and evaluate whether existing sites meet the standards and whether new or updated master plans are needed. Team member BBN will provide input as to where needed recreation facilities could be located within the existing system.



#### **Task 4 Products**

- Preliminary Task 4.1 and 4.2 Results
- TAC & Steering Committee Meetings #2
- Aquatic Facility Needs Assessment
- Recreation Needs Assessment Summary Report

#### **PHASE 3: HOW DO WE GET THERE?**

During Phase 3, the MIG Team will begin to develop the Plan, element by element. We will develop recommendations for existing sites, new parks, outdoor and indoor facilities, recreation programs and services. Administrative, operational, policy and financial recommendations will be included. Funding options, including alternative funding strategies and revenue generation, will be reviewed and vetted. The culmination of this phase is a preliminary Implementation Strategy, which will include prioritization criteria, an action plan, and short-, medium- and long-range capital project priorities.

#### **Task 5: Recommendations and Policies**

##### **5.1 Park Design and Development Standards**

Incorporating feedback from the Needs Assessment, MIG and team member BBN will prepare design and development standards for each type of park proposed in the park system. Schlager & Associates will review the standards for greenways.

##### **5.2 Proposed System Map**

MIG will prepare draft system maps that describe the general location of future park sites, greenway connections and other facilities. The map will be used as the road map for locating and identifying opportunities for future park land acquisition.

##### **5.3 Outline Recommendations and Policies**

The MIG team will prepare recommendations for the entire system, including policies regarding land acquisition. BBN will focus on reviewing recommendation related to park design and Schlager & Associates will focus on reviewing recommendations related to greenways and park infrastructure.

##### **5.4 List of Capital Projects**

The MIG team will prepare recommendations for each existing site as well as recommendations for new parks and facilities, including whether detailed site master plans are needed. Planning level costs will be included. BBN will focus on park design and park sites needing master plans and Schlager & Associates will focus on greenway and infrastructure projects.

##### **5.5 Maintenance Plan**

MIG will develop a maintenance plan for the City of Overland Park's parks, outdoor facilities and grounds that allocates resources to maintenance tiers by park classification, character or level of use and development. Tiers will be established based on public input, the review of current practices in Task 2, and the results of the benchmarking task. This maintenance framework will be designed so the City can derive frequency goals and time requirements consistent with the maintenance management framework used by the Public Works Department. In addition, the

framework will be designed to be easily updated with new maintenance time tracking/cost data as the City generates this information in the coming years.

#### 5.6 Steering Committee Meeting #3

MIG will review the results of tasks 5.1-5.5 with the Steering Committee, define prioritization criteria with the group, and prioritize projects.

#### 5.7 TAC Meeting #3

MIG will discuss of tasks 5.1-5.5 with the TAC and Steering Committee, define prioritization criteria with the group, and prioritize projects. During this meeting, we will also review a proposed outline of the Park Master Plan document with the TAC.

### Task 5 Products

- Park design and development standards
- Proposed System Map
- Outline recommendations and policies
- List of capital projects
- Maintenance Plan
- TAC & Steering Committee Meetings #3

## PHASE 4: DOCUMENTATION AND ADOPTION

In Phase 4, the MIG Team will prepare a graphically-rich, readable and functional Park Master Plan and refine it based on input from the public, committee members, and elected and appointed officials. The Administrative Draft Plan will be presented to the Steering Committee and TAC, and their comments will be incorporated and used to create a Public Draft plan. This plan will be presented publicly, and using community feedback, refined for presentation to the City Council. Upon adoption, our team will finalize the Park Master Plan.

### Task 6: Adoption and Documentation

#### 6.1 Administrative Draft Master Plan

MIG will prepare an administrative draft report of the entire Plan for internal review by City staff. The Draft Master Plan will be implementation-focused and will provide specific recommendations on improving parks and recreation services in Overland Park.

#### 6.2 Public Draft Master Plan

MIG will prepare a public draft of the Park Master Plan that incorporates City comments on the administrative draft report. The public draft will be distributed to the TAC and PAC, and will be posted for review on the City's website.

#### 6.3 TAC Meeting #4/ Steering Committee Meeting #4

MIG will meet with the TAC and Steering Committee in separate meetings to review the Draft Plan. The public open house in task 3.7 would take place before or after the Steering Committee meeting.

#### 6.4 City Council Presentation

MIG will present the Plan to the Council in a work session or at a regularly scheduled meeting. B\*K will present the results of the Aquatics Needs Assessment.

#### 6.5 Final Master Plan

Making revisions based on input from City staff, the TAC and Steering Committee, the public and the Council, MIG will finalize the Master Plan.

#### 6.6 Project Close Out

Project close out includes transmittal of images, report source files, public involvement materials and PDF maps to the City for future use.

#### Task 6 Products

- Administrative Draft Master Plan
- Public Draft Master Plan
- TAC & Steering Committee Meetings #4
- City Council presentation
- Final Parks Master Plan
- Project closeout materials

#### **OPTIONAL TASK: INDOOR FACILITIES MAINTENANCE GUIDELINES**

Task 5.5 addresses grounds maintenance and outdoor facilities. Should Overland Park desire guidance on maintenance of its indoor facilities, team member B\*K can establish overall guidelines and levels of service. This task would include:

- Review current maintenance policies and procedures
  - Determine strengths and weaknesses
- Assess the existing maintenance plan for facilities
  - Note any deficiencies
  - Recommend changes or additions to the plan
- Establish basic levels of service for facilities maintenance, including costs and staffing

## Billing Rates per Hour 2012

### MIG

Principal .....	\$156.00
Project Manager.....	\$105.00
Project Associate .....	\$90.00
Administrative Assistant .....	\$65.00

### Ballard\*King & Associates

Principal .....	\$125.00
Project Associate .....	\$75.00
Direct Expense per Visit .....	\$1,000

### Bowman Bowman Novick, Inc.

Principal .....	\$180.00
Associate .....	\$109.00
Project Architect I .....	\$82.00
Project Landscape Architect ...	\$75.00
Intern Landscape Architect ....	\$50.00
Administrative Assistant .....	\$65.00

### Schlagel & Associates

Principal .....	\$135.00
Project Manager .....	\$95.00
Sr. Proj. Engineer .....	\$90.00
Sr. Proj. Landscape Architect ..	\$90.00
Project Engineer .....	\$85.00
Project Landscape Architect ...	\$85.00
Clerical .....	\$45.00

### ETC Institute

Flat rate for Overland Park \$14,500.

**City of Overland Park - Park Master Plan**

Prepared by MIG, Inc.  
February 22, 2012

	Principal-in-Charge/PM <i>Lauren Schmitt</i>	Deputy Proj. Manager <i>Heather Kaplinger</i>	Project Associate	Project Assistant	Ballard*King & Assoc.	Bowman Bowman Novick, Inc.	Schlagel & Assoc.	ETC Institute	Total Labor	Expenses	Total
<i>Hourly Billing Rate</i>	\$156	\$105	\$90	\$65							
<b>PHASE 1: WHERE ARE WE NOW?</b>											
<b>Task 1: Project Initiation &amp; Background Information Review</b>											
1.1 Project Initiation	4	4		2					\$1,174	\$25	\$1,199
1.2 Document Review	2	4	8		\$1,500				\$2,952		\$2,952
1.3 Base Map	1	4	8						\$1,296		\$1,296
1.4 Park Tour & Evaluation	16	24		2		\$1,000			\$6,146	\$550	\$6,696
1.5 TAC Meeting #1	4	6		2					\$1,384	\$450	\$1,834
1.6 Steering Committee Meeting #1	4	6		2					\$1,384	\$450	\$1,834
<i>Task Subtotal</i>	31	48	16	8	\$1,500	\$1,000	\$0	\$0	\$14,336	\$1,475	\$15,811
<b>Task 2: Existing Recreation Resources</b>											
2.1 Park Inventory Update	1	8		2		\$400	\$500		\$2,026		\$2,026
2.2 Park and Open Space Classification System	2	4							\$732		\$732
2.3 Benchmarking	2	8		4					\$1,412		\$1,412
2.4 Maintenance Operations	4	4	8						\$1,764		\$1,764
2.5 Market & Economic Analysis	1	2		2	\$4,000				\$4,496		\$4,496
2.6 Park, Facility, and Program Analysis Report	4	16	16	2					\$3,874	\$25	\$3,899
<i>Task Subtotal</i>	14	42	24	10	\$4,000	\$400	\$500	\$0	\$14,304	\$25	\$14,329
<b>PHASE 2: WHERE DO WE WANT TO BE?</b>											
<b>Task 3: Public Involvement</b>											
3.1 Stakeholder Focus Groups	12	16	2	4					\$3,992	\$550	\$4,542
3.2 Community Recreation Survey	1	2	4	1				\$14,500	\$15,291		\$15,291
3.3 Aquatics Workshop	8	8	12	4	\$1,500				\$4,928	\$550	\$5,478
3.4 Online Questionnaire/Public Comment #1	2	4	16	1					\$2,237	\$15	\$2,252
3.5 Community Visioning Workshop	16	16	12	6					\$5,646	\$550	\$6,196
3.6 Online Questionnaire/Public Comment #2	2	4	16	1					\$2,237	\$15	\$2,252
3.7 Public Open House	4	1	8	2					\$1,579	\$15	\$1,594
<i>Task Subtotal</i>	45	51	70	19	\$1,500	\$0	\$0	\$14,500	\$35,910	\$1,695	\$37,605
<b>Task 4: Recreation Needs Assessment</b>											
4.1 Identification of Park Land Needs	4	8	4						\$1,824	\$15	\$1,839
4.2 Identification of Recreation Facility Needs	4	8	4						\$1,824	\$15	\$1,839
4.3 Aquatic Facility Needs Assessment	2	1		1	\$8,000				\$8,482		\$8,482
4.4 Steering Committee Meeting #2	4	6		1					\$1,319	\$400	\$1,719
4.5 TAC Meeting #2	4	6		1					\$1,319	\$400	\$1,719
4.6 Recreation Needs Assessment Summary Report	6	16	16	1		\$800			\$4,921	\$25	\$4,946
<i>Task Subtotal</i>	24	45	24	4	\$8,000	\$800	\$0	\$0	\$19,689	\$855	\$20,544
<b>PHASE 3: HOW DO WE GET THERE?</b>											
<b>Task 5: Recommendations and Policies</b>											
5.1 Park Design and Development Standards	2	4				\$500	\$500		\$1,732		\$1,732
5.2 Proposed System Map	1	4	12						\$1,656		\$1,656
5.3 Outline Recommendations and Policies	4	8	8	1		\$400	\$500		\$3,149		\$3,149
5.4 List of Capital Projects	4	8		1		\$2,400	\$2,400		\$6,329		\$6,329
5.5 Maintenance Plan	8	8	12	2					\$3,298		\$3,298
5.6 Steering Committee Meeting #3	6	2		1					\$1,211	\$400	\$1,611
5.7 TAC Meeting #3	6	2		1					\$1,211	\$400	\$1,611
<i>Task Subtotal</i>	31	36	32	6	\$0	\$3,300	\$3,400	\$0	\$18,586	\$800	\$19,386
<b>PHASE 4: DOCUMENTATION AND ADOPTION</b>											
<b>Task 6: Adoption and Documentation</b>											
6.1 Administrative Draft Master Plan	6	24	20	4					\$5,516	\$25	\$5,541
6.2 Public Draft Master Plan	4	12	12	2					\$3,094	\$25	\$3,119
6.3 TAC Meeting #4/Steering Committee Meeting #4	12	2		1					\$2,147	\$400	\$2,547
6.4 City Council Presentation	8	2		1	\$1,500				\$3,023	\$400	\$3,423
6.5 Final Master Plan	2	8	8	1					\$1,937	\$25	\$1,962
6.6 Project Close Out		6		2					\$760	\$25	\$785
<i>Task Subtotal</i>	32	54	40	11	\$1,500	\$0	\$0	\$0	\$16,477	\$900	\$17,377
<b>Total Hours</b>	177	276	206	58	\$16,500	\$5,500	\$3,900	\$14,500	\$119,302	\$5,750	\$125,052

<b>OPTIONAL PROJECT TASKS</b>											
A.1 Indoor Facilities Maintenance Guidelines	2	1			\$3,500				\$3,917		\$3,917

## **Leisure Vision**

Hours and Rates for Parks and Recreation Master Plan  
Overland Park, Kansas

Staff/Position	Hourly Rate	Hours	Total
Ron Vine, Project Manager	\$ 125.00	45	\$ 5,625.00
Dr. Elaine Tatham, Research Manager	\$ 140.00	22	\$ 3,080.00
Jason Morado, Researcher	\$ 60.00	25	\$ 1,500.00
Mailers	\$ 20.00	20	\$ 400.00
Phone callers	\$ 22.00	40	\$ 880.00
Data Entry	\$ 28.00	45	\$ 1,260.00
Mailing lists/printing/postage			\$ 1,755.00
Total			\$ 14,500.00

**Bowman Bowman Novick, Inc**  
**City of Overland Park**  
**Park Master Plan**  
**2/22/12**

		Principal	Associate
Task 1.4	Park Tour & Evaluation	6	
Task 2.1	Park Inventory Update	2	
Task 4.6	Recreation Needs Assessment Summary Report	2	4
Task 5.1	Park Design & Development Standards	2	2
Task 5.3	Outline Recommendations & Policies	2	2
Task 5.4	List of Capital Projects	6	8
	Total Hours	20	16
	Rate	\$ 180.00	\$ 109.00
	Ind. total	\$ 3,600.00	\$ 1,744.00
	Sub total		\$ 5,344.00
	Expenses		\$ 156.00
	<b>Total</b>		<b>\$ 5,500.00</b>

**Ballard\*King  
City of Overland Park  
Park Master Plan  
2/23/2012**

		Principal	Associate
Task 1.2	Document Review	12	0
Task 2.5	Market & Economic Analysis	29	5
Task 3.3	Aquatics Workshop	4	0
Task 4.3	Aquatics Facility Need Assessment	61	5
Task 6.4	Council Presentation	4	0
	<i>Total Hours</i>	110	10
	Rate	\$ 125	\$ 75
	Individual Totals	\$ 13,750	\$ 750
	<i>Labor Subtotal</i>		\$ 14,500
	Expenses		\$ 2,000
	<b>Total</b>		<b>\$ 16,500</b>



Schlagel & Associate, P.A.  
 City of Overland Park, Park Master Plan  
 Hourly & Fee Estimates by Task

Task 2.1	Hours	Rate	Cost
Sr. Proj. Engineer	1.75	\$ 90.00	\$ 157.50
Proj. Engineer	4.25	\$ 85.00	\$ 361.25
<b>Task 5.1</b>			
Sr. Proj. Engineer	1.75	\$ 90.00	\$ 157.50
Proj. Engineer	4.25	\$ 85.00	\$ 361.25
<b>Task 5.3</b>			
Sr. Proj. Engineer	1.75	\$ 90.00	\$ 157.50
Proj. Engineer	4	\$ 85.00	\$ 340.00
<b>Task 5.4</b>			
Sr. Proj. Engineer	10	\$ 90.00	\$ 900.00
Proj. Engineer	17	\$ 85.00	\$ 1,445.00
Total Labor			\$ 3,880.00
Direct Expense			\$ 20.00
<b>Project Total</b>			<b>\$ 3,900.00</b>