

RESOLUTION NO. 62-97  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER C. MARK KINGSEED ON THE  
15<sup>th</sup> DAY OF SEPTEMBER, 1997.

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE AN AGREEMENT WITH EDSALL &  
ASSOCIATES TO PREPARE A DEVELOPMENT  
MASTER PLAN FOR THE LEONARD E. STUBBS  
MEMORIAL PARK FOR THE CITY OF CENTERVILLE.

WHEREAS, the City of Centerville requested proposals for a Development  
Master Plan for the Leonard E. Stubbs Memorial Park located on the north side of Spring  
Valley Road and on the west side of Virginia Avenue in the City of Centerville, and

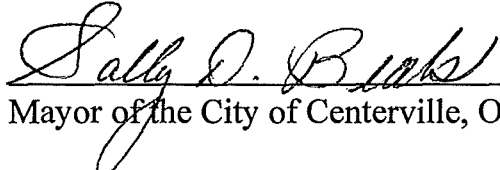
WHEREAS, as a result of a thorough review of all proposals received, the bid  
received from Edsall & Associates is determined to be the best proposal.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY  
RESOLVES:

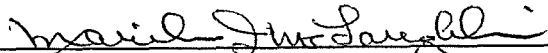
Section 1. That the City Manager is hereby authorized and directed to execute  
an Agreement with Edsall & Associates to prepare a Development  
Master Plan for the Leonard E. Stubbs Memorial Park for the City of  
Centerville, a copy of said Agreement which is attached hereto,  
marked "Exhibit A," and incorporated herein.

Section 2. That this Resolution shall become effective at the earliest date  
allowed by law.

PASSED this 15<sup>th</sup> day of SEPTEMBER, 1997.

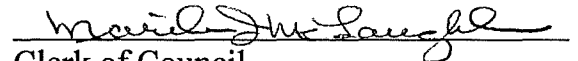
  
\_\_\_\_\_  
Mayor of the City of Centerville, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of Council, City of Centerville, Ohio

**CERTIFICATE**

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 62-97, passed by the Council of the City of Centerville, Ohio, on the 15<sup>th</sup> day of SEPTEMBER, 1997.

  
Clerk of Council

Approved as to form, consistency  
with the Charter and Constitutional Provisions.

Department of Law  
Robert N. Farquhar  
Municipal Attorney

EXHIBIT "A"

September 11, 1997  
City of Centerville  
100 West Spring Valley Road  
Centerville, Ohio 45458-3759

Attn: Ms. Kelly Fackel  
Assistant to the City Manager

Re: Leonard Stubbs Memorial Park  
Centerville, Ohio

Dear Ms. Fackel:

We appreciate your consideration of our firm to prepare a Development Master Plan for the project referenced above. The ensuing sections of this letter relate our understanding of the nature of the work that would be done on the project by our firm. As used herein, all references to Owner shall mean the City of Centerville, Ohio, and all references to Landscape Architect shall mean Edsall & Associates.

This proposal and the scope and cost of services outlined herein, relates to the initial master planning stage of the project only. A subsequent scope and cost of services proposal shall be submitted for construction drawings, contract administration and/or observation at the written request of the Owner and at such time as the exact nature and scope of the entire project or appropriate phases can be determined.

AREA OF CONSIDERATION:

This proposal relates to the preparation of a Development Master Plan for Leonard Stubbs Memorial Park located on the north side of Spring Valley Road and on the west side of Virginia Avenue. The park, which is largely undeveloped, encompasses approximately sixty-four (64) acres as shown on the "Existing & Proposed Development Map" attached to the request for proposal. The site is generally bounded by single and multiple family residential development. Elements that may be considered in the Development Master Plan include, but are not limited to the following:

- Paths and/or trails.
- Landscaping and signage.
- Picnic facilities and open space.
- Dirt bike, skateboard and in-line skating facilities.
- Sports facilities including multipurpose facility currently under design.
- Overall drainage improvements and site constraints such as depth to bedrock.
- Cultural facilities and art in the park including involvement of the Arts Commission.

- Site structures including restrooms, concessions and maintenance facilities.
- Playground facilities including ADA, CPSC and ASTM compliance requirements.
- A balance of active and passive recreation facilities that meet the needs of various ages/interests.
- Site utilities including water, sewer and electrical as well as the existing gas pipeline through the site.
- Access and parking, including anticipated future extension of Virginia Avenue and widening of Spring Valley Road.

INFORMATION PROVIDED BY THE OWNER:

The Owner shall provide at no cost to the Landscape Architect all available site engineering plans, aerial photographs and site survey information for use by the Landscape Architect. Should the Owner elect to proceed with Construction Documents a site survey shall be prepared in accordance with Edsall & Associates' Topographic Survey Specification at a scale of 1" = 30', on mylar and showing contours at one (1) foot intervals. The survey shall be provided on a disc compatible with AutoCad Release 12 and in compliance with Edsall & Associates' layer standards. If, during the course of the subsequent preparation of Construction Documents, it is determined by the Landscape Architect that additional survey information, subsurface soil investigations or other tests are required to execute the work, such surveys, investigations and/or tests shall be provided by the Owner at no cost to the Landscape Architect.

SCOPE OF SERVICES:

A. PLANNING PROCESS

1. The intent of the planning process is to meet the recreational and open space needs of Centerville's citizens and the fiscal capabilities of the City.
2. To facilitate public participation up to three (3) planning charettes shall be conducted by the Landscape Architect during the planning process. The City shall have the responsibility of notification. Suggested participants shall include, but not be limited to:
  - General Citizenry
  - Members of Council
  - Neighboring Residents
  - City Maintenance Staff
  - City Administrative Staff
  - Organized Sports Groups and Leagues
  - Members of the Arts Commission and Other Cultural Groups

3. Charette Process - The Community Charette, in keeping with the definition of the word "charette", is intended to be a relatively short session of intense application to resolve issues and develop programs and solutions.
  - A suitable time and location shall be selected and all who are in any way involved in or affected by the park and recreation program shall be invited to attend.
  - Open participation is encouraged recognizing that those who do participate will sense a personal ownership in the results.
4. Charette #1
  - Review and discuss the existing character of the park site.
  - Review of other park facilities within the area.
  - Identify potential items that may be incorporated into the Development Plan and their operation and maintenance requirements.
  - Formulate a definitive program for development of the park. Focus on items noted under Area of Consideration as well as other factors brought out in the discussion.
5. Charette #2
  - Review of a preliminary Development Plan and the development costs of potential items incorporated into the Development Plan.
6. Charette #3
  - Review of a final Development Plan, as well as construction cost considerations.

B. DEVELOPMENT MASTER PLAN

1. Site Reconnaissance and Base Sheet Preparation - The Landscape Architect shall make a visual and photographic survey of the site. This reconnaissance visit shall include an evaluation of the location and character of existing site facilities. Using this information, plus survey information for the site provided by the Owner, the Landscape Architect shall prepare a base sheet that can be used in conjunction with the preparation of site development plans.
2. Preliminary Development Master Plan - The Landscape Architect shall prepare a preliminary plan showing the disposition and character of suggested site development. Items warranting particular attention would include those elements noted above under Area of Consideration and other factors as may be deemed appropriate as the result of the Charette Process.

3. Final Development Master Plan - Once the preliminary plan has been reviewed and approved by the Owner, the Landscape Architect shall prepare a final site development master plan incorporating modifications and/or additions to the preliminary plan. Elements shown on the Development Master Plan shall be depicted in a manner that will make them readily identifiable to persons viewing the Plans. The plans shall include consideration of priorities and stages for development. These plans shall be the basis for the preparation of contract documents.
  4. Schematic Design Drawings/Guidelines - The Landscape Architect shall prepare plans and illustrations depicting the size, character, facade treatment, materials, etc. to define the construction intent of elements of the site plan.
  5. Preparation of a Cost Estimate and Phasing Plan - Based on the final plan the Landscape Architect shall prepare a cost estimate or development budget and a phasing plan for recommended development improvements shown on the final Development Master Plan as noted above.
  6. Meetings/Presentations - The Landscape Architect shall participate in two (2) formal presentations of the Master Plan as directed by the Owner. These presentations shall relate to Charettes #2 and #3.
  7. Products - The Landscape Architect shall provide the Owner a reproducible copy of the final Development Master Plan and one (1) rendered copy of the Plan suitable for public display and presentation.
  8. Schedule - An estimate of the time frame required to complete the project is 90-120 days to allow ample time for community participation. A final schedule shall be based on mutual discussions between the Owner and Landscape Architect at the commencement of the project.
- C. CONSTRUCTION DOCUMENTS, CONTRACT ADMINISTRATION AND CONSTRUCTION MANAGEMENT/OBSERVATION

Once the Development Master Plan has been completed, the Owner may wish to have the following services performed by the Landscape Architect which shall facilitate the implementation of the Development Master Plan. At the Owner's request, a subsequent proposal shall be submitted to the Owner once the exact nature and extent of services can be determined. ALL SUCH WORK WOULD BE PERFORMED AS AN ADDITIONAL SERVICE FOR AN ADDITIONAL FEE.

1. Construction Documents
  - a. Grading & Layout Plans
  - b. Landscape Planting Plans
  - c. Site and Field Lighting Plans
  - d. Underground Sprinkler System Plans

- e. Signage and Graphics Plans
  - f. Utilities Plans
  - g. Site Construction Details
  - h. Building Plans and Details
  - i. Specifications & Cost Estimates
2. Contract Administration
  3. Field Selection of Plant Materials
  4. Construction Observation/Construction Management.

COST OF SERVICES:

- A. All work shall be done on an hourly rate with the present hourly rates for personnel working on the project being:
- Partners \$ 70.00
  - Landscape Architectural Staff \$ 44.00
  - Administrative Assistant \$ 28.00
- B. The cost of services for the work defined above in relation to the Development Master Plan is Eleven Thousand Six Hundred Dollars (\$11,600.00).
- C. Reimbursement for the cost of photography, materials, travel, printing, long distance telephone calls, fax transmittals, express mailings or other direct expenses incurred in the interest of the project shall be billed in addition to the cost of services. All direct expenses shall be billed at cost with no mark up. The current mileage rate is \$.30 per mile. The estimated cost of direct expenses is Nine Hundred Dollars (\$900.00).
- D. Payment for professional services and direct expenses shall be made upon receipt of monthly billings for the work completed.

PROFESSIONAL LIABILITY/RESPONSIBILITY:

The professional liability of the Landscape Architect shall be limited to liability created by or arising out of injury caused by improvements which are constructed in strict compliance with final drawings prepared by the Landscape Architect. As such, the Landscape Architect shall have no professional responsibility and/or liability arising out of any documents prepared by other professional consultants or the Owner.

ABANDONMENT OF IMPROVEMENT:

If the Owner finds it necessary to abandon the project, the Landscape Architect shall be compensated for all work completed as outlined herein to the date the Landscape Architect receives written notice of abandonment. Scheduled items not completed but upon which work has been performed shall be paid for upon the basis of estimated extent of completion.

City of Centerville  
Leonard Stubbs Memorial Park - Page 6 - September 11, 1997

TERMINATION:

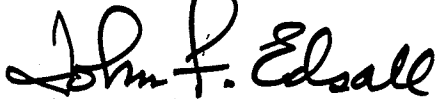
Acceptance of this letter constitutes an agreement which shall be terminated at any time by the Owner or the Landscape Architect upon giving seven (7) days written notice. Termination by the Owner shall comply with the terms set forth under Abandonment of Improvement. This agreement, unless previously terminated by written notice, shall be terminated by the final payment for the completed work.

LANDSCAPE ARCHITECT CREDIT:

The Landscape Architect shall receive credit on documents, job signs, publicity and/or news releases or with any editorial or other usage to be mutually agreed upon by both parties.

Please indicate your acceptance of the scope and cost of services outlined above by signing and returning the original copy of this letter. The second copy is for your records.

Very truly yours,  
EDSALL & ASSOCIATES



John F. Edsall  
Partner

Accepted by the City of Centerville, Ohio:

By: \_\_\_\_\_  
Name Title

Date of Acceptance: \_\_\_\_\_