



05 June 2019

Mr. Tim Dentler, Director  
Mr. Brian Bristow, Asst. Director  
City of Allen, Texas  
301 Century Parkway  
Allen, Texas 75013

**RE: Letter Agreement between City of Allen, Texas and MHS Planning & Design, LLC for a Comprehensive Parks, Open Space & Maintenance Master Plan**

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Dear Tim and Brian:

MHS Planning & Design is pleased to have the opportunity to submit this proposal for the above referenced project. Based upon our understanding of the City's desires for the Parks and Open Space Master Plan, we have prepared the following scope of services for your consideration:

**I. Basic Services of the Consultant:**

- A. Service Area: The service area for the plan will be the corporate limits of Allen.
- B. Time Frame: The Master Plan will cover a period of 10 years.
- C. Data Collection:
  - 1. Obtain most recent maps of the service area including street maps, topography maps, and aerial photography, if available. Photograph all parks, recreation facilities and park sites in the service area. (See Section II for City's responsibility.)
  - 2. Obtain relevant planning documents and produce an updated inventory of parks, recreation, trails and open space facilities within the service area.
  - 3. Obtain the most recent population projections, demographic and income data for the service area.
  - 4. Obtain data related to the parks/open space maintenance program including: responsibilities, practices, personnel and budgets. (See Section II for City's responsibility.)

5. Provide and distribute a statistically valid survey (online) regarding recreational opportunities, parks, open spaces and desires and compile results. In order for the survey to be statically valid: "A sample of 400 completed surveys will provide results that have a margin of error of +/-4.9% at the 95% level of confidence at the City level."
6. Meet with City staff to discuss future park projects, desires, programming and maintenance needs regarding parks and public spaces.

D. Analysis of Supply and Demand:

1. Prepare "Needs Analysis" based on current and future supply and user demand. This analysis will include a review of each park in the existing system and will list recommended corrective actions, if any.
2. Conduct an input workshop with special interest groups and sports associations' representatives to further determine recreational needs. (See Attached Schedule)
3. Conduct a workshop with the City Council, City staff, Park Board members and the general public to identify special park issues and desires. (See Attached Schedule)

NOTE: The above listed workshops will be scheduled in three groups to reduce the cost of the Master Plan to the City.

E. Preparation of Preliminary Master Plan

1. Document all existing park and open spaces within Allen City Limits.
2. Identify future land acquisition, park renovation projects and proposed facilities for parks, open space, gateways and recreation.
3. Prepare preliminary cost projections for park and recreation improvements proposed for the first five (5) year planning increment and prepare financing alternatives for consideration.
4. Prepare maintenance guidelines and future staffing requirements as needed based on recommendations in the plan for the next ten years including:
  - Maintenance Standards Cost Analysis:* Develop appropriate frequency standards for major tasks associated with park and facility maintenance. From this information, assess the functional level costs of maintenance including direct and indirect costs associated with producing major activities and tasks to measure allocation of costs to results derived. Outcomes from this section will serve as compliance for CAPRA Standard 7.5.
  - Maintenance Strategies:* Maintenance standards and strategies will be created to support the desired outcomes expected for each activity zone in the parks and recreation facilities. This will result in an operational budget required to support the maintenance needs of that zone.

*Operational and Financial Implementation Maintenance Management Plan:* Based on the accepted Maintenance Standards and Strategies, develop the Maintenance and Operational Plan, including:

- **Organizational Design and Implementation Plan:** A recommended functional organizational structure and implementation plan to meet the requirements of the Maintenance Management Plan. This will provide support for the future management structure to implement the maintenance needs as outlined and to ensure the assets of the parks and recreation facilities are well maintained to create the highest level of use and safety for users of the parks and recreational facilities.
- **Financial Review:** A summary review of current financial policies in place, and a summary of the financial dynamics required of the maintenance management options selected to further understand the operational implications; and, a summary of any applicable opportunities to improve financial sustainability by increasing current and new sources of revenue to offset operational costs associated with maintenance. Per unit costs for new capital improvements, and associated operational costs, will be estimated and included in the plan.

5. Prepare draft written report detailing the Master Plan.
6. Hold an interim meeting with the Park Board and/or City Staff to review progress of planning, potential parks and recommendations and establish priorities to be included in the plan.
7. Present preliminary plan to Park Board, City Council and special interest groups for comment.
8. Submit the draft plan to Texas Parks and Wildlife for review and comment.

F. Preparation of Final Master Plan

1. Incorporate review comments and prepare final written report following NRPA Guidelines including cost projections, proposed phasing plan for park and recreation improvements, maintenance guidelines, full color exhibits and financing alternatives.
2. Develop a final master plan that incorporates NRPA's three pillars: Health and Wellness, Conservation and Social Equity and addresses needs associated with CAPRA standards.
3. Develop a final master plan that works in unison with the Allen Recreation Program Plan and sets goals for the development of future Recreation Program Plans.

G. Presentation of Final Plan

1. Make presentation of the final Parks, Recreation and Open Space Master Plan to the Park Board for approval and recommendation to the City Council for adoption, or
2. Make presentation of the final Parks, Recreation and Open Space Plan to the City Council for adoption.

3. Present twenty (20) copies of the final bound plan and the executive summary to the City. Product will be in full color bound format. The Consultant will also deliver to the City the final plan in PDF format. The Consultant will also deliver relevant AutoCAD, ArcView/GIS and Word files to the City for their use.

H. Cost Containment:

1. In order to contain the cost of the plan, not more than seven trips to Allen will be made by the Consultant. The City and the Consultant will make all reasonable efforts to group the scheduling of work tasks and meetings in order to take full advantage of each trip.

**II. The City's Responsibilities:**

The City of Allen will:

- A. Provide full information as to his requirements for the Project.
- B. Provide to the Consultant all reasonably available information pertinent to the Project including a City base map in digital form, topography, aerial photography and all previous reports, including the reports listed in I.C.2 and any other data relative to planning of the Project.
- C. Provide data in order to develop the maintenance programs. Specific areas to be inventoried and assessed may include:  
Specific areas to be inventoried and assessed may include:
  - Organizational design and staffing levels/alignment
  - Routine maintenance practices
  - Preventative maintenance practices
  - Emergency response practices
  - Deferred maintenance practices
  - Existing maintenance and operational standards
  - Existing maintenance and policy and procedures management
  - Maintenance performance measures used to determine efficiency and effectiveness
  - Staffing utilization and scheduling
  - Work plans developed for crews
  - Staff training by major maintenance job functions
  - Capital improvement criteria and decision-making process
  - Service contracts if any that need to be addressed
  - Activity based costing of tasks (asset to be managed, by what type of park worker, hourly rate, level of frequency of care, what level of equipment and supplies are needed to manage the task appropriately to a set of measurable outcomes)
  - Field equipment/resources and efficiency
  - Partnerships/volunteer support
  - Information systems and technology used to track asset management and work order systems
  - Green management practices
  - Natural Areas management practices

- D. Make all provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform his work under this Agreement.
- E. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Consultant and shall render in writing decisions pertaining thereto within reasonable time so as not to delay the work of the Consultant.
- F. Advertise for, coordinate and arrange public meetings, board meetings, and focus group meetings, and pay for all costs incident thereto.
- G. Provide such legal, accounting, and insurance counseling services as may be required for the Project.

### **III. Additional Services**

- A. General: In addition to the basic services to be furnished by the Consultant under this proposal for which the payment of the standard consulting fee shall be made, the Consultant shall furnish additional services of the following types, if AUTHORIZED BY THE OWNER IN WRITING.
  - 1. Additional services due to significant changes in general scope of the project including, but not limited to, changes in size, complexity, or character when such changes are requested by the Owner.
  - 2. Revising at Owner's request studies, reports, design documents, drawings or specifications which were previously approved by the Owner except the Owner shall not be obliged to pay when:
    - a. The changes are required by regulating authorities or to bring the plan into compliance with applicable codes, ordinances, or standards, or
    - b. The changes are required as a result of some error or omission on the part of the Consultant.
- B. Furnishing of additional copies of reports and additional prints of drawings.
- C. Additional services and costs necessitated by out-of-town travel required by the Consultant other than visits to the Project and consultation in the Owner's office as required by Section I.
- D. Serving as expert witness or giving counsel for the Owner in any litigation, real or potential, or other legal proceeding involving the Project where the Consultant is not a party to the litigation.

- E. Additional services in connection with the Project not otherwise provided for in this agreement.
- F. Preparation of boundary survey, wetland delineation survey, lake permitting, flood studies, geotechnical investigations, plats, legal descriptions, or deeds, record search, abstracting of ownership or other related surveyor work.

#### **IV. Fees**

- A. The total fee for the work outlined in Section I will be \$98,750 including reimbursable expenses such as travel & reproduction of 20 copies of the plan and the executive summary. Reimbursable expenses not to exceed \$4,500.

#### **V. Billing**

- A. Billing shall be monthly based on the actual work completed. Invoices will be submitted to the City of Allen and shall be due upon receipt. MHS Planning & Design reserves the right to charge the amount of interest allowable under the current laws of the State of Texas on any invoices not paid within thirty (30) days.

#### **VI General Conditions**

- A. Termination: This Agreement may be terminated by either party by giving ten (10) days written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated the Consultant shall be paid for work completed plus reimbursable expenses. Reimbursable expenses include actual expense for subcontracted services, transportation, and subsistence of personnel when traveling in connection with the Project; reproduction of reports, drawings, specifications, and similar Project related items.
- B. Estimates: Since the Consultant has no control over the cost of labor and materials, or other competitive bidding and market conditions, the estimates of construction are to be made on the basis of his experience but the Consultant does not guarantee the accuracy of such estimates as compared to the Contractor's bid, or the final contract cost.
- C. LIMITED LIABILITY: THE LIMIT OF LIABILITY OF THE CONSULTANT FOR THIS PROJECT SHALL NOT EXCEED THE TOTAL COMPENSATION OUTLINED IN SECTION IV OF THIS CONTRACT.
- D. Successors and Assigns: The Owner and the Consultant each binds himself and his officers, successors, executors, administrators and assigns to the other party of this Agreement in respect to all covenants of this Agreement; except as above, neither the Owner nor the Consultant shall assign, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any office or agent of any public body which may be a part hereto.

- E. Findings Confidential: All reports, information, and data prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner.
- F. Interest of Members of City: No member of the governing body of the City, and no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.
- G. Interest in Other Local Public Officials: No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.
- H. Interest of Consultant and Employees: The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this contract, no person having any such interest shall be employed.
- I. Personnel: The Consultant represents that he has, or will secure at his own expense, all licensed personnel required in performing the services under this contract.



## **ALLEN PARKS & OPEN SPACE MASTER PLAN PROCESS & COST**

### **PLANNING STRUCTURE \$6,250**

- Master Plan Process Overview with Park Board / City Staff
- Introduce Park Classification System
- Introduce Level of Service Concept
- Establish Time Frame for Master Plan (we recommend 10 years)
- Establish Maintenance Guidelines

### **DATA COLLECTION \$9,650**

- Obtain Current Aerial Photography
- Obtain FEMA Maps
- Inventory, Walk & Photograph Existing Parks
- Inventory, Walk & Photograph Natural Resources
- Obtain Current Population & Projected Population
- Obtain Current Maintenance Staff Personnel Numbers
- Obtain Current Maintenance Budget

### **PUBLIC INPUT \$13,500**

- Develop Citizens Survey
- Conduct Focus Group Meetings
- Conduct Input Meetings with the General Public

### **GOALS & OBJECTIVES \$7,350**

- Establish Goals for Parks & Open Space
- Establish Objectives
- Establish Maintenance Goals & Objectives
- Establish Targeted Level of Service
- Identify Active/Passive Recreational Needs



<b>SCHEMATIC PLAN WORKSHOP</b>	<b>\$11,650</b>
<ul style="list-style-type: none"> <li>– Existing Parks - Service Area Map</li> <li>– Potential Park Projects Map</li> <li>– Potential Open Space Projects Map</li> <li>– Park Network Map</li> <li>– Maintenance Guidelines</li> </ul>	
<b>PRIORITIES WORKSHOP</b>	<b>\$5,700</b>
<ul style="list-style-type: none"> <li>– Establish Priority Listing of Facilities &amp; Projects</li> </ul>	
<b>PRELIMINARY PLAN</b>	<b>\$27,750</b>
<ul style="list-style-type: none"> <li>– Easy to Understand Format</li> <li>– Descriptive Narrative</li> <li>– Maintenance Guidelines</li> <li>– Color Photos</li> <li>– Maps</li> <li>– Illustrations to Convey Concepts</li> <li>– Meet All Requirements for Texas Parks &amp; Wildlife Approval</li> <li>– Meet All Requirements for the Commission for Accreditation Of Park and Recreation Agencies (CAPRA)</li> </ul>	
<b>REVIEW PERIOD</b>	<b>\$3,550</b>
<ul style="list-style-type: none"> <li>– Staff Review</li> <li>– Park Board Review</li> <li>– Citizen Review</li> <li>– Texas Parks &amp; Wildlife Review</li> </ul>	
<b>FINAL PLAN, EXECUTIVE SUMMARY &amp; PLAN ADOPTION</b>	<b>\$10,000</b>
<b>TRAVEL &amp; REPRODUCTION EXPENSES</b>	<b>\$10,000</b>
<ul style="list-style-type: none"> <li>– Mileage @ \$ .55/mile</li> <li>– Reproduction @ cost + 15%</li> </ul>	
<b>TOTAL PRICE</b>	<b>\$105,400</b>



## **ALLEN PARKS & OPEN SPACE MASTER PLAN**

### **PROCESS & TIMELINE**

#### **PLANNING STRUCTURE**

**Month 1**

- Master Plan Process Overview with Park Board
- Introduce Park Classification System
- Introduce Level of Service Concept
- Establish Time Frame for Master Plan (we recommend 10 years)

#### **DATA COLLECTION**

**Month 2**

- Obtain Current Aerial Photography
- Obtain FEMA Maps
- Inventory, Walk & Photograph Existing Parks
- Inventory, Walk & Photograph Natural Resources
- Obtain Current Population & Projected Population
- Obtain Current Maintenance Staff Personnel and Budget
- Develop Citizen's Survey

#### **PUBLIC INPUT**

**Month 3-4**

- Distribute Citizen's Survey
- Conduct Focus Group Meetings
- Conduct Input Meetings with the General Public
- Tabulate Citizen's Survey

#### **GOALS & OBJECTIVES**

**Month 5**

- Establish Goals for Parks & Open Space
- Establish Objectives
- Establish Targeted Level of Service
- Establish Maintenance Goals & Objectives
- Identify Active/Passive Recreational Needs

<b>SCHEMATIC PLAN WORKSHOP</b>	<b>Month 6</b>
<ul style="list-style-type: none"> <li>– Existing Parks - Service Area Map</li> <li>– Potential Park Projects Map</li> <li>– Potential Open Space Projects Map</li> <li>– Park Network Map</li> <li>– Maintenance Guidelines</li> </ul>	
<b>PRIORITIES WORKSHOP</b>	<b>Month 7</b>
<ul style="list-style-type: none"> <li>– Establish Priority Listing of Facilities &amp; Projects</li> </ul>	
<b>PRELIMINARY PLAN</b>	<b>Month 7-8</b>
<ul style="list-style-type: none"> <li>– Easy to Understand Format</li> <li>– Descriptive Narrative</li> <li>– Maintenance Guidelines</li> <li>– Color Photos</li> <li>– Maps</li> <li>– Illustrations to Convey Concepts</li> <li>– Meet All Requirements for Texas Parks &amp; Wildlife Approval</li> <li>– Meet All Requirements for the Commission for Accreditation Of Park and Recreation Agencies</li> </ul>	
<b>REVIEW PERIOD</b>	<b>Month 9</b>
<ul style="list-style-type: none"> <li>– Staff Review</li> <li>– Park Board Review</li> <li>– Citizen Review</li> <li>– Texas Parks &amp; Wildlife Review</li> </ul>	
<b>FINAL PLAN, EXECUTIVE SUMMARY &amp; PLAN ADOPTION</b>	<b>Month 10</b>
<b>ACTION / IMPLEMENTATION</b>	<b>Month 11</b>