

RECREATION, LIBRARIES & AUTHORITIES COMMITTEE

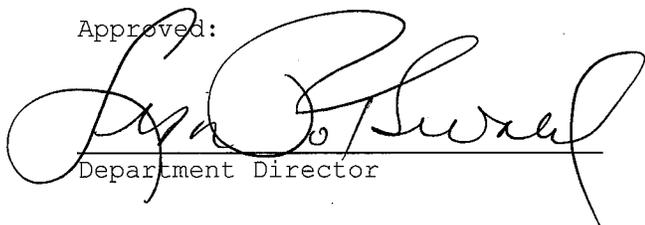
12-0096R

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH HOISINGTON KOEGLER GROUP INC. FOR PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF A MASTER PLAN FOR THREE CITY PARKS (MEMORIAL, GARY/NEW DULUTH AND MORGAN PARK) FOR AN AMOUNT NOT TO EXCEED \$44,200.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into an agreement with Hoisington Koegler Group Inc. substantially in the form of that on file in the office of the city clerk as Public Document No. _____, for professional services for the development of a master plan for three city parks (Memorial, Gary/New Duluth and Morgan Park) for an amount not to exceed \$44,200, payable from Fund 205-130-1220-5530 (Parks, Community Resources, Parks Capital, Improvements Other Than Buildings).

Approved:



Department Director

Approved for presentation to council:



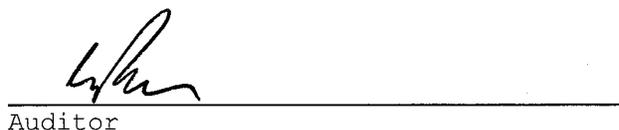
Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

PARKS LP/slw 2/16/2012

STATEMENT OF PURPOSE: This resolution authorizes a consultant agreement with Hoisington Koegler Group Inc. For an amount not to exceed \$44,200, payable from the parks fund. The three park sites that are the subject of this agreement are adjacent to public school sites. The purpose of the master plan is to coordinate and maximize the use of the parks and school sites for the benefit of the public.

Community input and coordination with the Duluth School District (School District) will be part of the planning process. This process aligns with the parks and recreation master plan and the School District's long range facility plan to have city parks and school facilities work together to better serve community needs. This process will help define that cooperative effort and prepare plans for park improvements at the three sites.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
HOISINGTON KOEGLER GROUP, INC.
AND
CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the “Effective Date”), by and between the CITY OF DULUTH, a municipal corporation, hereinafter referred to as “City,” and HOISINGTON KOEGLER GROUP, INC. located at 123 North Third Street, Suite 100, Minneapolis, MN, 55401 a corporation under the laws of Minnesota, hereinafter referred to as “Consultant” for the purpose of rendering services to the City.

WHEREAS, the City has requested assistance in preparing a Master Plan for three City parks (Memorial, Gary/New Duluth and Morgan Park) (the “Project”);

WHEREAS, Consultant submitted a Response to Request for Master Plan Proposal in response to the City’s request (the “Proposal”)

WHEREAS, Consultant has represented itself as qualified and willing to perform the services required by the City and as outlined in Consultant’s Proposal

WHEREAS, based on the Proposal the City has selected Consultant’s professional services for the Project;

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

I. Services

Consultant will provide the following services described in more detail in Consultant’s Proposal dated January 31, 2012 attached hereto as Exhibit A (the “Services”), provided, however, that in the event of any conflict between the terms and conditions of this Agreement and those contained in Exhibit A, the terms and conditions of this Agreement shall be deemed to be controlling:

Scope of Work/Process:

Phase 1 – Kick Off, Data Gathering and Analysis

Deliverables:

- Base maps of the parks, schools and surrounding areas.
- Park analysis diagrams showing features, issues and opportunities.
- Strategy and approach for coordination of city of school facilities.
- Preliminary program list of desired activities and facilities.

- Community input plan and schedule.
- Content for community outreach and input (press release and on-line park needs questionnaire)

Phase 1 Target Completion: May 15, 2012

Phase 2 – Needs Assessment and Community Input

Deliverables:

- Presentation and input materials for community meeting on each park.
- Summary of meeting and on-line input.
- Design direction memo for each park containing recommended list of features, elements, activities and character to be included in the park master plan and for the associated site.

Target Completion: June 30, 2012

Phase 3 – Draft Park Master Plans and Community Review

Deliverables:

- Color presentation versions of the draft park master plan.
- Display boards and input tools for community input.
- Community meeting summary and direction for the final master plans.

Target Completion: August 15, 2012

Phase 4 – Final Master Park Plans

Deliverables:

- Color presentation size plans of the parks showing proposed improvements.
- Final master plan document which summarizes the process, input, final improvement plans and phasing and cost estimates (digital file and paper presentation size plans).

Target Completion: September 15, 2012

II. Fees.

It is agreed between the parties that Consultant's maximum fee for the Project shall not exceed the sum of Forty-four Thousand Two Hundred and 00/100th dollars (\$44,200.00) inclusive of all travel and other expenses associated with the Project, payable from Fund 205-130-1219-5441 (Parks, Community Resources, Parks Operation, Other Services and Charges All invoices for services rendered shall be submitted to the attention of Kathy Bergen, Parks Manager. Payment of expenses is subject to the City's T&E

reimbursement policy and receipt of reasonable substantiation/back-up supporting such expenses.

Payment Schedule: Payments will be made upon completion of the Phases and in the amounts indicated below:

Phase 1 - Kick-Off – Initial Payment	\$ 7,800.00
Phase 2 – Needs Assessment and Community Input	\$ 9,500.00
Phase 3 – Draft Park Master Plans and Community Review	\$18,750.00
Phase 4– Final Park Master Plans	\$ 8,150.00
TOTAL (not to exceed amount)	\$44,200.00

III. General Terms and Conditions.

1. Amendments. Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.
2. Assignment. Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City. The primary Consultants assigned to this project will be Greg Ingraham and Lil Leatham (the “Primary Consultants”). The Primary Consultants shall be responsible for the delivery of professional services required by this Agreement and, except as expressly agreed in writing by the City in its sole discretion, the City is not obligated to accept the services of any other employee or agent of Consultant in substitution of the Primary Consultants. The foregoing sentence shall not preclude other employees of Consultant as listed herein from providing support to the Primary Consultants in connection with Primary Consultants’ obligations hereunder.
3. Data and Confidentiality, Records and Inspection.
 - a. The City agrees that it will make available all pertinent information, data and records under its control for Consultant to use in the performance of this Agreement, or to assist Consultant wherever possible to obtain such records, data and information.
 - b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from the City.
 - c. Consultant agrees that all work created by Consultant for the City is a

“work made for hire” and that the City shall own all right, title, and interest in and to the work, including the entire copyright in the work (“City Property”). Consultant further agrees that to the extent the work is not a “work made for hire” Consultant will assign to City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to City, all documents necessary for City to perfect its ownership of the entire copyright in the work. Consultant represents and warrants that the work created or prepared by Consultant will be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered.

- d. Records shall be maintained by Consultant in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
- e. Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- f. Consultant shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- g. Consultant shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement Consultant will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

4. Consultant Representation and Warranties.

Consultant represents and warrants that:

a. Consultant and all personnel to be provided by it hereunder have sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.

b. Consultant and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the City and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.

c. Consultant has complied or will comply with all legal requirements applicable to it with respect to this Agreement. Consultant will observe all applicable laws, regulations, ordinances and orders of the United States, State of Minnesota and agencies and political subdivisions thereof.

d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the Consultant is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Consultant contrary to the terms of any instrument or agreement.

e. There is no litigation pending or to the best of the Consultant's knowledge threatened against the Consultant affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the Consultant to perform its obligations hereunder.

f. The Consultant will not, without the prior written consent of the City, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5. Agreement Period.

The term of this Agreement shall commence on the Effective Date and performance shall be completed by September 15, 2012, unless terminated earlier as provided for herein.

The City may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

6. Independent Contractor.

a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third party beneficiary of this Agreement. Consultant and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of City. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of Consultant's intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.

b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

c. Consultant expressly waives any right to claim any immunity provided for

in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

7. Indemnity.

Consultant shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Consultant's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Consultant's employees or contractors, or d) the use of any materials supplied by the Consultant to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

8. Insurance.

a. Consultant shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota.

- (1) Workers' compensation insurance in accordance with the laws of the State of Minnesota.
- (2) Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
- (3) Professional Liability Insurance in an amount not less than **\$1,500,000** Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 60 days notice prior to any cancellation or modification shall be required; and in such event, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of

the statute of repose for claims related to this Agreement.

- (4) **City of Duluth shall be named as Additional Insured** under the Public Liability and Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy, naming himself and City of Duluth. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Consultant to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities.
 - (5) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.
 - (6) **The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms - 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.**
- b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Consultant, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Consultant, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
 - c. Certificates showing that Consultant is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
 - d. The City shall be named as an additional insured on each liability policy

other than the professional liability and the workers' compensation policies of the Consultant.

- e. The certificates shall provide that the policies shall not be changed or canceled during the life of this Agreement without at least 30 days advanced notice being given to the City.

9. Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

City: City of Duluth
411 W. 1st Street
Duluth, MN 55802
Attn: Parks Manager.

Consultant Hoisington Koegler Group, Inc.
123 North Third Street
Suite 100
Minneapolis, MN 55401-1659
Attn: Greg Ingraham

10. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

11. Laws, Rules and Regulations.

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

12. Applicable Law.

This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. Force Majeure.

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

CITY OF DULUTH

HOISINGTON KOEGLER GROUP, INC.

By: _____
Its Mayor

By _____

Attest:

Its _____
Title of Representative

By: _____
City Clerk
Date:

Date:

Countersigned:

City Auditor

Approved as to form:

City Attorney

EXHIBIT A
PROPOSAL



January 31, 2012

Kathy Bergen, Manager of Parks and Recreation
City of Duluth
12 East 4th Street
Duluth, MN 55805

Re: Three Park Master Plans – Memorial, Gary/New Duluth and Morgan Park

Dear Kathy:

On behalf of Hoisington Koegler Group Inc. (HKGi), I am pleased to submit this proposal to provide professional park planning and design services to prepare master plans for the parks at Memorial, Gary/New Duluth and Morgan Park and to coordinate those park master plans with the three adjacent schools - Laura MacArthur Elementary, Stowe Elementary and Morgan Park Middle School.

We propose a master plan process that will:

- Involve the City, stakeholders, the School District and the community in the planning process.
- Coordinate park and school plans for public and community use.
- Define the scope of park and community center improvements.
- Result in illustrative park improvement plan, action/phasing plan and construction cost estimate for each park.

HKGi will utilize its knowledge of each site, its wealth of experience in park and recreation design and community input expertise to conduct an engaging process and to prepare a creative and functional plan for each of the three sites. We envision a community input process for each site and the use of a City/School District staff advisory group to assure coordination of park and school plans and to maximize the community benefit of these three sites.

We are available to begin work immediately and look forward to working with the City, School District, stakeholders and the community. Contact me if you have any questions about the proposal, need any revisions or to authorize us to begin work.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Ingraham', with a long horizontal flourish extending to the right.

Greg Ingraham, Senior Park Planner and Landscape Architect
Greg@HKGi.com 612.252.7132

Park Master Planning - Project Understanding

The City of Duluth wants professional park planning and design expertise to prepare individual master plans for the parks at Memorial, Gary New Duluth and Morgan Park. These three park sites are adjacent to public school sites and use of the park and school should be coordinated to maximize the benefit to the public. Community input and coordination with the Duluth School District are important aspects of the planning process. Part of the School District's vision is to have its schools designed for community use including multi-purpose community spaces. The Duluth Park and Recreation Master Plan and the School District's Long Range Facility Plan agree that parks and school facilities should work together to serve community needs. This process will help define that cooperative effort and prepare plans for park improvements at the three sites.

A renovated **Memorial Park**, the new Laura MacArthur Elementary School and re-use of the former school building site for recreation/athletics offers the potential for a coordinated facility for outdoor and indoor recreation and community use. The existing concept plan for Memorial Park is a starting point for a master plan, but a community process is needed to further define the plan. A community and stakeholder input process and master plan is needed to determine park improvements in conjunction with school site improvements and to define recreation and community building use.

The 2.8 acre **Gary New Duluth** park/community center property contains a small, poor condition building that has been closed for several years. The park property also contains a skate park and other recreation elements. The adjacent Stowe Elementary School was recently updated and may have room for expanded indoor community use. A plan is need to define community use and to guide improvements to the park land. The process should also consider potential transfer of the park land to the School District.

Morgan Park Community Recreation Center is a nine acre park located across the street from Morgan Park School. The City-owned park contains a good quality recreation center building, two ice hockey rinks, parking, a new children's play area, bocce ball courts, a disk golf course and other recreation facilities. A master plan is needed for the park/community center and for connections to the Morgan Park School site. The Morgan Park Middle School will be closing in 2012. The Morgan Park School building has a gymnasium and swimming pool and there is a running track and sports fields on the school property. The Morgan Park Master Plan process should involve the community and School District in planning for the park and in evaluating the potential for community use of the school's recreation facilities.

Each park master plan should include; a color illustrative master plan showing proposed park improvements, an area plan showing the coordination of school and park recreation improvements, a phasing plan and a construction cost estimate.

Scope of Work/Process

HKGi envisions use of the following four step process to create a master plan for each of the three parks. We envision conducting a unique community input process for each site and the use of a City/School District staff advisory group to assure coordination of park and school plans. In addition, input from the Duluth Parks and Recreation Commission, stakeholders and the public will help guide and inform the process. Meetings and deliverables are noted for each phase.

Phase 1 - Kick Off, Data Gathering and Analysis

Initial work includes preparing base maps of the parks and surrounding areas, research, field work and synthesis of findings. HKGi will prepare maps of the parks and school sites based on a digital data provided by the City. We will evaluate the parks and document the conditions and opportunities in site analysis diagrams. We will meet with City and School District staff to; discuss the work plan, schedule, existing conditions, needs, improvement budgets, goals and desires and to schedule community outreach meetings. We will also tour the parks and schools sites with staff.

Meetings: With City/School District staff advisory group. Park site visits and evaluations. Coordination meeting with Trish Stinnett on the Memorial Park concept plan.

Deliverables: Base maps of the parks, schools and surrounding areas. Park analysis diagrams showing features, issues and opportunities. Strategy and approach for coordination of city and school facilities. Preliminary program list of desired activities and facilities. Community input plan and schedule. Content for community outreach and input (press release and on-line park needs questionnaire).

Phase 2 - Needs Assessment and Community Input

HKGi will gather input from the community on the park and recreation needs, goals, and opportunities pertaining to the park and school sites and desires for specific activities, facilities and design character. We will use innovative hands-on methods to gather input and identify opportunities. This input will be combined with our technical evaluation to define the master plan direction for each park and the relationship to the associated school property. An on-line questionnaire will be used to gather additional public input on each park site. Summaries of the community input will be prepared for use in subsequent master planning.

Meetings: Community meetings to gather input on park and recreation needs, issues, opportunities and desires for each park and associated school site.

Deliverables: Presentation and input materials for the community meeting on each park. Summary of meeting and on-line input. Design direction memo for each park containing recommended list of features, elements, activities and character to be included in the park master plan and for the associated school site.

Phase 3 – Draft Park Master Plans and Community Review

HKGi will prepare draft master plans for each park based on the direction from City/School District staff and the information gained in Phases 1 and 2. The master plans may include alternate elements/options as appropriate for each site. The master plans will be detailed color illustrative plans that may include/consider, but not be limited to recreation uses, play areas, fields, courts, rinks, community gathering spaces, support facilities, shelters/buildings, parking, trails, pedestrian and bicycle connectivity, accessibility, landscaping, natural resources, safety, and maintenance. We will conduct meetings with City/School District staff, the Parks and Recreation Commission and with the community to review draft master plans and gather input to shape the final park master plans.

Meetings: With the City/School District staff advisory group and the Park and Recreation Commission to review the draft master plans. Community meeting for each park to review/gather input on the draft master plan.

Deliverables: Color presentation versions of the draft park master plans. Display boards and input tools for community input. Community meeting summary and direction for the final master plans.

Phase 4 - Final Park Master Plans

We will prepare final park master plans based on staff and community feedback. The final park plans will be detailed color schematic plans illustrating the preferred park improvement plan coordinated with school site improvements. Construction cost estimates and phasing plans will be prepared for each park. We will route the final plans for staff review and comment. After staff input the final park master plans will be delivered to the City.

Deliverables: Color presentation size plans of the parks showing proposed improvements. Final master plan document which summarize the process, input, final improvement plans and phasing and cost estimates (digital file and paper presentation size plans).

We assume City staff will present the master plans to the Parks and Recreation Commission and City Council as appropriate. HKGi staff are available to assist/present at those meetings as an optional additional service.

Schedule and Fees

We envision a site specific process for each park/site designed to allow joint City/School District staff meetings and back to back community meetings on the Park Master Plans. Dates shown below are to be finalized after further discussion with City staff.

Phase	Schedule
1. Kick Off	February-March
2. Needs Assessment and Community Input	March-April
3. Draft Park Master Plans and Community Review	May-June
4. Final Park Master Plans	June-July

HKGi will conduct the park-planning and community process and produce the deliverables as per the Scope of Work/Process on an hourly basis for a not-to-exceed consulting services fee of \$44,200 (including expenses) for all three master plans.

The Scope of Work/Process includes six community meetings (two per park site), one meeting with the Parks and Recreation Commission and four City/School District staff advisory group meetings. If additional meetings are needed, HKGi will conduct extra meetings for \$450 each, plus fees for preparation of additional meeting/presentation materials and travel (if needed).

City Responsibilities

The City of Duluth is to provide digital base data for each park and school site showing existing conditions (buildings, structures, vegetation, topography, utilities and paved surfaces). City responsibilities include scheduling and notification of community meetings, hosting park planning information on the City web site, meeting with key stakeholder to gather input, scheduling and coordination of School District involvement in the planning process and acting as project liaison to the Parks and Recreation Commission and City Council, as needed. City staff members are to participate in master planning meetings and assist HKGi with the community meetings. Invoicing will occur monthly for work completed. The City of Duluth shall pay HKGi within 30 days of receipt of project invoices.

Qualifications and Personnel

Hoisington Kogler Group is uniquely qualified to conduct the park and community planning work and prepare the master plans for the three parks and associated school sites.

- We know each park and school site from our work on the city-wide Park and Recreation Master Plan and Trail and Bikeway Plan.
- We are experts at gathering effective community input.
- We feature award-winning and creative park planning and design.
- We bring extensive experience in park revitalization.
- We have successful track record of school site re-use plans and coordination of city and school planning and design.

Greg Ingraham and Lil Leatham will lead the park master planning process. They will be assisted by landscape architects and park planners Amy Bower, Tim Solomonson and Gabrielle Grinde.