



16 April 2024

Mr. Craig Lindholm, City Administrator
City of Mount Vernon, Texas
109 North Kaufman Street
Mount Vernon, Texas 75457
Via Email: clindholm@comvtx.com

RE: Letter Agreement between City of Mount Vernon, Texas and MHS Planning & Design, LLC for a Parks & Open Space Master Plan & TPWD Grant

Dear Craig:

MHS Planning & Design is pleased to have the opportunity to submit this proposal for the project referenced above. Based upon our understanding of the City's desires for the Parks & Open Space Master Plan and the development and submission of a TPWD Grant, 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 Mount Vernon.
- B. Time Frame: The Master Plan will cover a period of 10 years.
- C. Data Collection:
 - 1. Obtain most recent maps and GIS data 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, and open space facilities within the service area.
 - 3. Obtain the most recent population projections, demographic, and income data for the service area.
 - 4. Provide and distribute a public survey (online) regarding recreational opportunities, parks, open spaces, and desires and compile results.
 - 5. Meet with City staff to discuss future park projects, desires, and programming 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 two (2) input workshops with special interest groups to further determine recreational needs.

NOTE: The above listed workshops can be scheduled on the same day to reduce the cost of the Master Plan to the City.

E. Preparation of Preliminary Master Plan

1. Document all existing parks and open spaces within Mount Vernon Limits.
2. Identify future land acquisition, park renovation projects, and proposed facilities for parks, open space, 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 draft written report detailing the Master Plan.
5. Hold an interim meeting with City Staff to review progress of planning, potential parks and recommendations and establish priorities to be included in the plan.
6. Present preliminary plan to City Council for comment.
7. 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 TPWD Guidelines, including cost projections, proposed phasing plan for park and recreation improvements, full color exhibits and financing alternatives.
2. Develop a final master plan that works in unison with other Mount Vernon City-Wide Plans and sets goals for the development of future Recreation Program Plans.

G. Presentation of Final Plan

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

2. Present five (5) 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. Texas Parks & Wildlife Department Local Parks Grant:

1. Develop TPWD Non Urban Grant to include:
 - a. Conceptual Grant Site Plan
 - b. Project Narrative
 - c. Project Budget
 - d. Photographs of Site
 - e. Other standard items necessary
2. Coordinate with City Staff, TPWD, Subject Matter Experts, Governmental Agencies, and others required to develop a complete application
3. Submit TPWD Grant on or prior to August 1, 2024

I. Cost Containment:

1. In order to contain the cost of the plan, not more than four (4) trips to Mount Vernon 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. Virtual Meetings may be substituted for meetings outside of City Council.

II. The City's Responsibilities:

The City of Mount Vernon will:

- A. Provide full information as to the 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, GIS data, topography, aerial photography, all previous reports, including the reports listed in I.C.2, and any other data relative to planning of the Project.
- C. 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.
- D. 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. This includes coordination with a third party.

- E. Advertise for, coordinate, and arrange public meetings, board meetings, and focus group meetings, and pay for all costs incident thereto.
- F. Provide the following items for the grant application: Council Resolution supporting the submittal, property deed, letter of commitment for funding, community letters of support, above and below ground site utilities, etc. MHS will provide examples.
- 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 searches, abstracting of ownership, or other related surveyor work.

IV. Fees

- A. The total fee for the work outlined in Section I will be \$36,250 not including reimbursable expenses such as travel & reproduction of five (5) copies of the plan and the executive summary. Reimbursable expenses not to exceed \$5,000.

V. Billing

- A. Billing shall be monthly based on the actual work completed. Invoices will be submitted to the City of Mount Vernon 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. However, 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.
- J. Project Hold Fee: If the Project is placed on hold by the City for longer than one month for reasons outside MHS control, such as but not limited to Staff Review Periods, Lack of Quorums, Council or Board Delays, etc, the City shall pay MHS a Project Hold Fee in the sum of one percent (1%) of the total contract for each calendar month (30-day period) beyond the date of MHS substantial completion of its obligations under this Contract.



MOUNT VERNON PARKS & OPEN SPACE MASTER PLAN PROCESS

PROJECT MANAGEMENT & PLANNING STRUCTURE

- Client coordination, scheduling, and general overview of plan development
- Master Plan Process Overview with City Staff
- Park Classification System and Level of Service Introduction
- Master Plan time frame (we recommend 10 years)

DATA COLLECTION

- Obtain Current Aerial Photography
- Obtain Relevant City/County GIS Data
- Obtain FEMA Maps
- Inventory, Walk & Photograph Existing Parks
- Inventory, Walk & Photograph Natural Resources
- Obtain Current Population & Projected Population

PUBLIC ENGAGEMENT

- Develop Citizens Survey
- Conduct two (2) Focus Group Meetings

PLAN PRODUCTION

Executive Summary

Goals & Objectives

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

Map Development

- Existing Parks - Service Area Map
- Future Park Projects Map

Project Findings

- Establish Needs
- Establish Recommendations

- Establish Priority Listing of Facilities & Projects
- Develop Implementation Schedule with Funding Sources

Plan Standards

- Descriptive Narrative
- Color Photos
- Illustrations to Convey Concepts
- Meet All Requirements for Texas Parks & Wildlife Approval

REVIEW PERIOD

- Staff Review
- City Council Review
- MHS Internal Review & Copy Edit
- Citizen Review
- Texas Parks & Wildlife Review

FINAL PLAN & PLAN ADOPTION

- City Council Presentation

TRAVEL & REPRODUCTION EXPENSES

- Mileage @ \$.67/mile
- Reproduction @ cost + 15%

TPWD Grant

- Coordinate with City Staff
- Develop Application
- MHS Internal Review & Copy Edit
- City Staff Review
- Grant Submittal (on or prior to 08/01/2024)

APPROVED 4.23.2024

Craig Lindholm