

BRUNSWICK CITY PARKS, RECREATION & COMMUNITY COMMITTEE

Agenda

MAY 13, 2024

6:05 PM

**or Immediately Following
Planning & Zoning Committee**

1. Discussion Items
 - (a) **RES. NO. 47-2024** - An emergency resolution authorizing the City Manager to enter into an agreement with Designing Local, LTD for the preparation of a Parks & Recreation Master Plan in an amount not to exceed \$79,700.00. - **1st Reading** (To be brought from Parks, Recreation & Community Committee, *Administration/Carl DeForest and Taylor Petkovsek*)
2. General Discussion
3. Adjournment

PROPOSED LEGISLATION



DATE: 5/13/2024

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Taylor Petkovsek

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 47-2024** - An emergency resolution authorizing the City Manager to enter into an agreement with Designing Local, LTD for the preparation of a Parks & Recreation Master Plan in an amount not to exceed \$79,700.00. - **1st Reading** (To be brought from Parks, Recreation & Community Committee, *Administration/Carl DeForest and Taylor Petkovsek*)

BACKGROUND: Brunswick City Council indicated at the 2024 goal-setting session that they would like to focus on Parks and Recreation in the near future. It was decided by City Council by motion to request for proposals for a Parks and Recreation Master Plan. The RFP legal notice was advertised in the Medina Gazette on 3/12 and 3/19. After a detailed review of submitted proposals it is the recommendation to enter into an agreement with Designing Local, Ltd.

**PURPOSE AND
EXPLANATION:**

**IMPLEMENTATION
SCHEDULE:** Immediately.

**FINANCIAL
INFORMATION:**

**FINANCIAL
SUMMARY:** The budget set aside for the Parks and Recreation Master Plan is \$80,000. This RFP will remain within budget at \$79,700.
Parks Fund #127 - Account#127-0810-54349

**RECOMMENDED
ACTION:**

One Reading	Yes
Two Readings	No
Three Readings	No
Emergency	Yes
Suspension of Rules	Yes

If emergency or suspension of the rules, why the request?

Emergency with suspension of the rules. Based on the suggested timeline to have the Parks and Recreation Master Plan completed by September 2024 we are requesting emergency suspension of the rules to begin the plan immediately.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 47-2024

BY: Mrs. Piper, Mr. Kuczma, and Mr. Smith

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DESIGNING LOCAL, LTD FOR THE PREPARATION OF A PARKS & RECREATION MASTER PLAN IN AN AMOUNT NOT TO EXCEED \$79,700.00.

WHEREAS: A Request for Proposals was advertised for the preparation of a Parks & Recreation Master Plan (the “Project”).

WHEREAS: The City received four (4) Proposals for the Project, which were opened on April 15, 2024.

WHEREAS: Upon review of the received Proposals, it is recommended that this Council award the contract for the Project to Designing Local Ltd.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the City Manager, with the approval of the Law Director, is hereby authorized and directed to enter into an Agreement with Designing Local Ltd for the preparation of a Parks & Recreation Master Plan in an amount not to exceed \$79,700.00.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary to allow for completion of the Project by September of 2024. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura, CMC



20 East Broad St., Suite 1010
Columbus, OH 43215
614.893.7178
matt@designinglocal.com

April 16, 2024

Carl S. DeForest
City Manager/Safety Director
City of Brunswick
4095 Center Road
Brunswick, OH 44212

RE: CITY OF BRUNSWICK PARKS & RECREATION MASTER PLAN

Dear Carl:

On behalf of Designing Local, we would like to thank you for the opportunity to submit this proposal to the City of Brunswick. We understand that the City of Brunswick is well-positioned for economic growth and by creating multi-use paths and connections to the surrounding community and enhancing the streetscape.

Designing Local is a Columbus, Ohio based firm focused on enhancing the future through placemaking and creating a vision for our urban environments. Founded in 2014, Designing Local is an award-winning woman-owned business enterprise with DBE/WBE certification in Ohio. Our firm was founded on the belief that art, culture, history, natural spaces, and other important and unique attributes of communities are often overlooked in the planning and design process. We are qualified and experienced in performing landscape architecture, urban planning and design, public art, historic preservation, and public engagement. We have successfully completed streetscape and beautification feasibility studies for comparable downtowns and create meaningful public engagement strategies throughout the planning process. We have enhanced our team with Envision Group, based in Cleveland, that brings experience integrating innovative stormwater and green infrastructure solutions into streetscape projects and developing effective funding strategies for implementation, including the identification of a diverse array of state and federal funding sources highly relevant to the proposed project. As part of the base project scope, our team will bring on additional expertise if necessary to complete specific project scope items on an as-needed basis.

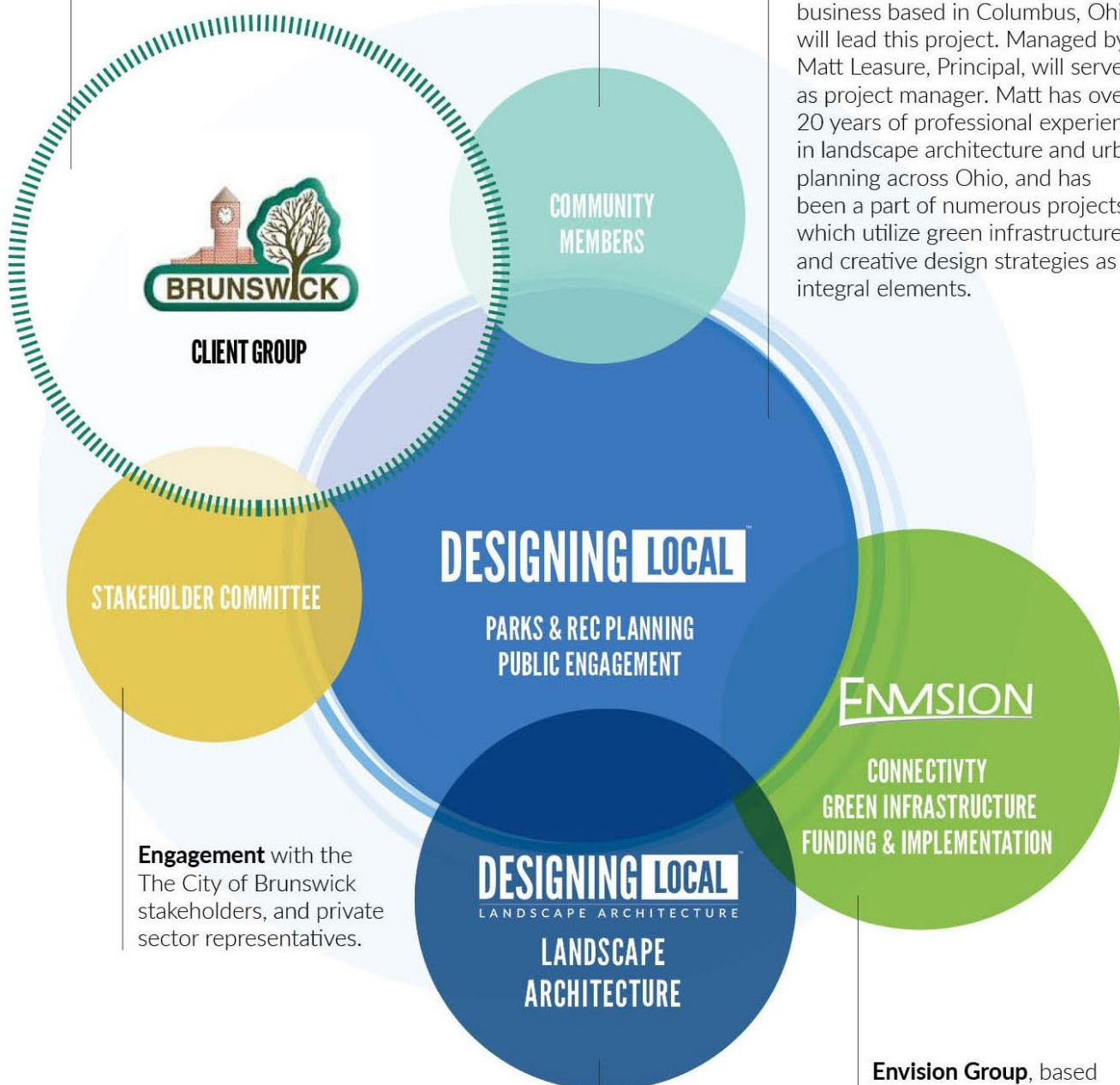
Matt Leasure, Principal of Designing Local, will serve as Project Lead. Matt is a landscape architect and urban planner with 20 years of professional experience on a wide range of projects. He leads Designing Local's award-winning landscape architecture and land planning studio which offers consulting services and innovative design strategies that allow our clients to achieve their goals.

Designing Local will work with the City of Brunswick to provide a comprehensive strategy for the parks and recreation areas that is active, engaging, and vibrant. Please see the following proposal and our team qualifications. We look forward to working with you on this important project for the City of Brunswick.

The Client Group will consist of the the City of Brunswick staff. This small group of critical people will be the primary entity that will provide support. A representative designated by the Client Group will directly coordinate with Designing Local for all logistical considerations.

A public workshop series will be highly interactive and look to get in-depth feedback from the community in order to understand the wants and needs of the community.

Designing Local is a woman-owned business based in Columbus, Ohio will lead this project. Managed by Matt Leasure, Principal, will serve as project manager. Matt has over 20 years of professional experience in landscape architecture and urban planning across Ohio, and has been a part of numerous projects which utilize green infrastructure and creative design strategies as integral elements.



Engagement with the The City of Brunswick stakeholders, and private sector representatives.

Designing Local Landscape Architecture is an affiliate of Designing Local and is able to provide landscape architectural services in Ohio which require technical design documentation for zoning/building permitting and construction.

Envision Group, based in Cleveland, aspires to improve the natural and built environments by creating dynamic places, enhancing existing facilities and preserving vital assets.

PART A: PROJECT UNDERSTANDING

We understand this project will include 23 park sites owned by the City totaling 335 acres in area and encompasses community parks, neighborhood parks, undeveloped open space, and the City operated Brunswick Community Recreation & Fitness Center. To create a guiding document for the future development of the City's parks system and the City's Recreation Center we will:

- Identify and create an inventory of current parks, recreational amenities and facilities to provide a baseline for current development and future initiatives.
- Engage the public in assessing current and future needs for parks and recreational amenities.
- Generate a sustainable and implementable action plan for the maintenance and development of parks and the City's Community Recreation & Fitness Center.
- Create a plan for the City of Brunswick parks system that meets the needs of the community now and for years to come.

PART B: PROJECT SCOPE OF SERVICES

Designing Local anticipates that this project will require approximately 6 months to complete. Based on our experience, it is critical that the public and the staff have time to review and digest planning ideas before they are put into a final deliverable. We have built this into the planning process. The process shown below is preliminary and we anticipate refinement of the schedule.

TASK 1: MOBILIZATION

1.01: Discover Brunswick - The Team will meet with the The City of Brunswick and review the plan context, mission, and goals; meeting schedule; research goals and strategies; proposed community and stakeholder engagement process; coordination with other ongoing planning efforts, expected deliverables, and process for approving the final plan.

1.02: Project Work Plan - Address the role and responsibility of the staff and consultants with specific milestones to reach within the scope of the project including, but not limited to: timing of any project management meetings, stakeholder meetings, public meetings, and project presentations and reports. This will be refined and monitored by both the Client Group and the Team project manager.

1.03: Establish Strategies for Connecting with Stakeholders and Communities - The Team will develop an engagement framework that helps us meaningfully involve a full range of stakeholders and community members. We will develop this framework with the Client Group directly responsible for this project, but could also draw in City resources, as well as trusted community leaders for their guidance as appropriate. The framework will include an outline of individuals and groups that should be involved in the process, what their role in this process should be, and the best strategies for involving them. The framework will take into account concerns such as "planning fatigue," language and accessibility, equitable exchange and general trust issues.

1.04: Provide Public-Facing Content - The Team will create content suitable for posting online, either on City's general website, or other preferred website. This online presence will provide the public with opportunities to understand the purpose behind the project; access to the project schedule, milestone documents; and opportunities to provide input.

TASK 2: RESEARCH & ANALYSIS

2.01: Base Mapping - Create various base maps and diagrams which will inform all planning and design work.

- **Base Information** - Secure base information from The City of Brunswick and Medina County including GIS/ AutoCAD base information, previous planning studies, demographic data, and other relevant data.

- **Inventory Map** - Develop an inventory map with detailed notes, descriptions, and other considerations. This map will be digitized and turned into a graphic for use in subsequent planning phases.

2.02: Existing Documents Review - Collect available information pertaining to financial, program and service statistics, field usage, facility memberships, and any other applicable data points that will help “tell the story” of each of the Departments. Then, related planning documents and any public engagement work completed, site/park specific plans and studies, etc. will be reviewed and synthesized to identify applicable strategies, directions, and/or context that will influence the planning process.

2.03: Site Assessments - Facilitate a tour of the sites and adjacent areas with various stakeholders as necessary to identify and inventory all current parks and facilities and evaluate their conditions, usefulness, and lifespan. The Team will also develop a user-based understanding of the site through a detailed analysis of existing unique natural features and other elements. Exhibits will be produced that include individual park and facility profiles that graphically illustrate the current conditions and identify the strengths, challenges and opportunities of parks, facilities, and programming spaces.

2.04: Community Profile/Demographics & Trends - Define the service area for each community so a comprehensive analysis can be completed for the area’s populace. This analysis will include projections for population, households, race and ethnicity, and can also include measurable health and wellness outcomes and other pertinent demographic information as decided upon with the Client Group.

2.05: Brunswick Community Recreation & Fitness Center Programming Analysis - Evaluate the programming of the Brunswick Community Recreation & Fitness Center to determine if the spaces and recreation programming meet the needs of the community. This will be based on current national parks & recreation trends as well as the community demographic trends addressed in the scope item above. This analysis will be compared against community input received during public engagement activities and the online survey described in Task 3.

TASK 3: COMMUNITY DIALOGUE & ENGAGEMENT

3.01: Develop a Community Engagement Plan (CEP) - With the assistance of the Client Group the Team will tailor engagement activities to optimize the public participation at key milestones during the process. We don’t want this process to feel like work for our constituents or Client Group; we strive to create an atmosphere that is convenient, fun, and fosters an open dialogue. The team will assist with promoting the workshops, including developing the design of all marketing materials. A variety of workshop and engagement sessions will be methods will be utilized:

- **Public Workshops** - We will coordinate with the Client Group to facilitate 3 public participation focus groups that provide opportunities for public input. The first public meeting will be a Kick-Off Workshop to provide background information and gather initial feedback based on our needs assessment. The second public meeting will take place later in the project to get feedback on our draft recommendations for the Master Plan. The Team will work with the Client Group to design the specific details for each workshop, including specific engagement activities, necessary background research, and essential products. The Team will utilize the key community stakeholders, neighborhood organizations, and the City to promote the workshops within their networks.
- **Pop-up Station** - The Team will have a presence at an already planned and well-loved community festival in the City of Brunswick to inform our initial recommendations. The content for each event will evolve and provide more developed materials for input as the process moves ahead.
- **Grassroots Engagement** - We will develop tailored strategies to effectively reach and engage hard-to-reach populations to inform and guide our initial concepts. Each event would evolve and provide more developed materials for input.
- **Stakeholder Engagement** - A series of key stakeholder focus groups that will be held by topic (e.g., civic groups, business industry, athletics, outdoor recreation, community events, tourism, special interests, etc.). These discussions will include project context, confirmation of project goals, and document strengths, weaknesses, opportunities, and threats for the system.
- **Online Engagement Platform** - The Team will create an interactive project website that will allow the public to be engaged and informed throughout the planning process. The website will include information on planned events, images from public engagement events, an online mapping tool for

data visualization, an online survey, and serve as an information hub for the project and additional location to provide public feedback for the draft content of the plan.

3.02: Report - The Team will prepare a detailed report that interprets the data and identifies key values, priorities, vision, and goals. All findings will be presented based on community feedback and support and will be evaluated through a national best practice lens.

TASK 4: PRELIMINARY RECOMMENDATIONS

4.01: Articulation of a Common Vision - Based on the focus group meetings, public survey, and public open houses, extract the values and story of the parks, open spaces, and community facilities in the City of Brunswick and articulate that into a common vision for the system. This resulting vision will become the foundation of the Plan. The Planning Team will then develop high level guidelines to ensure that the vision is at the forefront in all future park and trail development projects as well as integrated into the existing system. Park and trail design, placemaking, and high-quality facilities will become the tools by which the vision is executed.

4.02: Master Plan Map - The Team will produce a map of the overall community which shows all the Parks and Recreation facilities as well as existing and proposed connections between these facilities and to recreational areas outside the City of Brunswick. The intent of this map is to illustrate the cohesiveness of the overall park and recreation network.

4.03: Park Improvement Focus Area Plans - The Team will create a park improvement strategy for each City Park. These focus area plans could include items such as new athletic fields, community facilities, improved gateways and entrances, public art, lighting elements, etc. Each of these three focus area plans will be communicated by one or several of the following graphic techniques:

- **Conceptual Site Plan or Diagram** - The Team will produce a color diagram or color-rendered conceptual site plan for each of the focus area plans as well as a brief narrative of the improvements.
- **Placemaking Strategies** - Analyze the parks to determine which spaces should be activated. Identify potential activation strategies through examination of benchmarks and development of preliminary concepts utilizing elements such as site furnishings, wayfinding elements, public art, plantings, etc.
- **Perspective Rendering(s)** - A perspective illustration of some of the focus area plans will be developed in order to demonstrate how these elements could be creatively integrated into the existing park or trail.

4.04: Site Amenities & Park Design Guidelines - The Team will generate guidelines for site amenities and other park elements. The park design guidelines will include these site amenities and will also incorporate standards for future park improvement design such as construction materials, planting strategies, lighting, etc.

4.05: Art in Parks Strategy - Building upon Designing Local's substantial experience in public art planning, we will generate a policy framework for incorporating public art into parks and recreation facilities.

4.06: Funding Strategies - The Team will do an initial assessment of the financial information provided to the consultant team. This will include the overall budget, the capital budget, operating budget, cost recovery, and we will compare this against various performance measures. We will assess funding needs and various strategies that could be employed to support recommendations.

4.07: Implementation Matrix & Action Plan - Create a phasing plan matrix which includes prioritized recommendations and a description of each element.

TASK 5: FINAL PLAN

5.01: Plan Document - A draft plan document in highly visual format. The draft plan will be reviewed by the Client Group and comments will be incorporated into the final draft of the plan document. The plan will include the following:

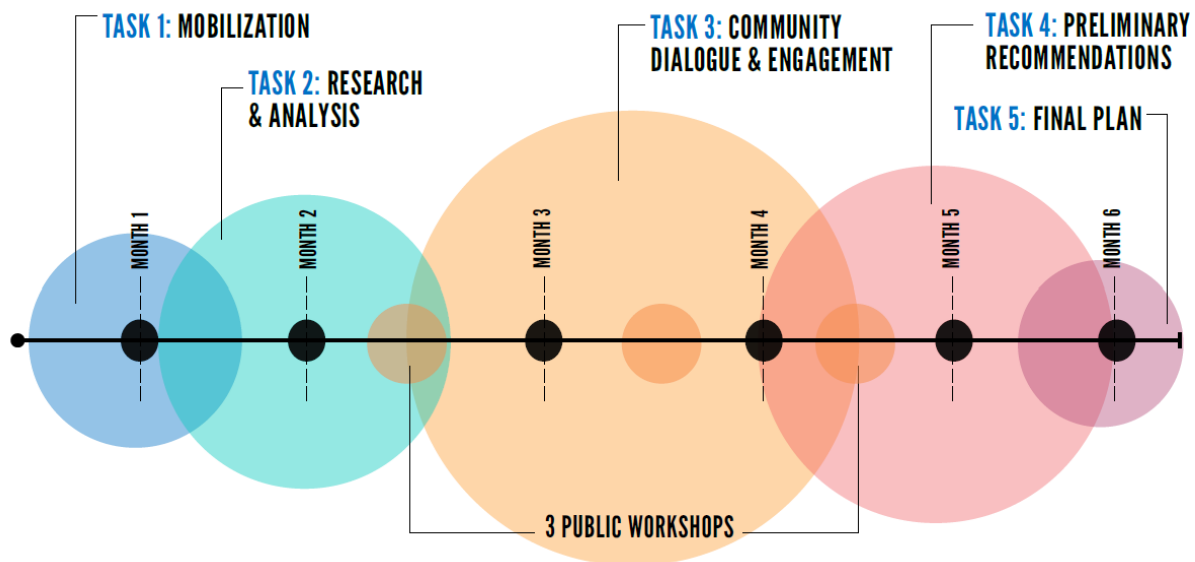
- **City Brand Guidelines & Visual Quality** - The Team will utilize the City's brand guidelines to design

the plan document, so it is consistent with the City's public communication materials.

- **Graphic Elements** - Charts, graphs, maps, and renderings will be utilized as prominent elements in the plan.
- **Document Production & Digital File Delivery** - The document will be designed in an 8.5" x 11", double-sided format (or other agreed upon format), approximately 50-100 pages in length, and will be produced in Adobe InDesign.

PROPOSED SCHEDULE

Designing Local anticipates that this project will require approximately 6 months to complete. Based on our experience, it is critical that the public and the staff have time to review and digest planning ideas before they are put into a final deliverable. We have built this into the planning process. The process shown below is preliminary and we anticipate refinement of the schedule.



PROPOSED FEE

The following task and fee worksheet is based on the preceding project scope of work. The Team anticipates refinement of the scope of work, and subsequently, the task and fee worksheet. Billing will be performed on monthly intervals and will include incurred expenses to that point of the project. Our Team's hourly rates are approximately \$150/Hour on average.

ITEM	DESCRIPTION	EST. HOURS	FEE
BASE SCOPE OF WORK			
TASK 1	MOBILIZATION	30	\$4,500
TASK 2	RESEARCH & ANALYSIS	80	\$12,000
TASK 3	COMMUNITY DIALOGUE & ENGAGEMENT	96	\$14,400
TASK 4	PRELIMINARY RECOMMENDATIONS	200	\$30,000
TASK 5	FINAL PLAN	120	\$18,000
ESTIMATED COSTS			
MILEAGE	+/-3 TRIPS		\$400
PRINTING	ESTIMATED TOTAL FOR MEETING MATERIALS & PLANS		\$400
BASE SCOPE OF WORK TOTAL (NOT TO EXCEED)		526	\$79,700
ADDITIONAL SERVICES			
ITEM 1	ADDITIONAL PUBLIC OPEN HOUSE (EACH)	24	\$3,000
ITEM 2	ADDITIONAL PERSPECTIVE RENDERING (EACH)	8	\$1,000

We are ready to begin work upon acceptance of this proposal. If the terms outlined herein are acceptable to you and your organization, please authorize below. Please see the attached Terms and Conditions, which are part of this proposal. Thank for your consideration of Designing Local as your planning and design partner and we look forward to collaborating.

Respectfully Submitted,

MATTHEW LEASURE

Matthew Leasure, ASLA AICP LEED AP
Principal/Member
Designing Local Ltd.

APPROVED:

Signature: _____ Title: _____

Name (Print): _____ Date: _____

Article 1; Design and Planning Services

1.1 Standard of Care. The Design and Planning Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

1.2 Coordination. The Design Professional shall coordinate the services of its consultants and shall cooperate with the Client's representatives and separate consultants in the best interest of the Project. All subconsultant services provided under this contract are included in the base project scope of work and fee.

1.3 Representations. The Design Professional represents that it and its consultants have and shall maintain throughout the performance of the Professional Services under this Agreement the requisite licenses, registrations, and/or certifications required for the performance of these Services in the jurisdiction in which the Project is located.

1.4 Scope of Services. The Scope of Professional Services to be provided under this Agreement is detailed in the Proposal.

1.5 Supplemental Services. Supplemental Services are detailed in Supplemental Services are beyond the basic Scope of Services, and when requested in writing by the Client, shall entitle the Design Professional to additional compensation (either on the hourly basis stated in or on the basis of a negotiated sum) beyond the Compensation stated in the Preliminary Provisions.

1.6 Approval of Services/Changes to Approved Services. The Design Professional shall proceed with a phase or design package of the Professional Services only after receiving the Client's written approval of the Services and deliverables provided in the previous phase and written authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Program requirements.

1.7 Opinions of Probable Construction Costs. Opinions of probable construction costs provided by the Design Professional are based on the familiarity with the landscape construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs.

1.8 Certifications. The Client shall submit copies of proposed certificates or certifications, if any, to the Design Professional for review and approval at least 14 days prior to the date that the Client desires the Design Professional to execute them. The Client shall not request certifications which would require legal opinions or knowledge or services beyond the scope of the Agreement. All such certifications shall be limited to professional opinions rendered in accordance with generally accepted standards of professional practice.

1.9 Construction Safety. The presence of the Design Professional, its employees, or consultants at the Project site shall not be deemed an assumption by the Design Professional of any obligations, duties, or responsibilities for safety, including but not limited to construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the work of the Project in accordance with the Construction Documents or regulatory health or safety requirements, if any. The Design Professional, its employees, and consultants have no authority to exercise any control over any construction contractor, its employees, or subcontractors in connection with their work or health and safety programs and procedures.

1.10 Compliance with ADA Requirements. The Americans with Disabilities Act (ADA) requires newly constructed facilities to meet all usability and accessibility described in the ADA Accessibility Guidelines (ADAAG). Exceptions to fully conforming to ADAAG may be granted if it is demonstrated that it is structurally or geographically impractical to meet these guidelines. ADAAG is utilized by various state and local regulatory entities to inform local building codes. It is understood by the Client that the practical application of ADAAG is subject to some level of subjectivity and there are often multiple and/or contradictory interpretations to various design guidelines. The Design Professional will use its professional judgement to interpret and apply various ADA requirements as described in Federal, State, and Local codes and guidelines. The Design Professional cannot and does not guarantee that the Project will comply with all interpretations of ADAAG and/or other applicable guidelines and codes.

Article 2; Client's Responsibilities

2.1 Program. The Client shall provide the detailed Project description and budget parameters designated and attached hereto.

2.2 Information. The Client shall provide site surveys and legal information, including as applicable: written legal description of the site, a land survey by a professional land surveyor who is licensed or registered under the law of the jurisdiction in which the property is located, rights-of-way, easements, encroachments, zoning, covenants, and deed or other restrictions, if any. The Client shall provide for the Design Professional's right to enter from time to time, property owned by the Client or others so the Design Professional may perform the Professional Services. The Client shall be responsible for all legal, accounting, and insurance services the Client may require or deem necessary in the interest of the Project.

2.3 Independent Testing. The Client shall provide independent testing services when deemed necessary to determine site conditions such as soil and subsoil conditions, water, pollution, and hazardous waste presence and characteristics.

2.4 Reliance. The Design Professional shall be entitled to rely on the accuracy and completeness of the consultants. The Design Professional shall not be responsible for calculations, specifications, or designs based on erroneous, inaccurate, or incomplete information provided by the Client, provided that the Design Professional has acted in accordance with the standard of care described in section 1.1, above.

2.5 Client's Representative. The Client shall designate a representative with authority to act on the Client's behalf with regard to the project. If for any reason Client's designated representative is replaced during the progress of the Project, the Design Professional shall have the right to renegotiate its compensation in response to the change.

2.6 Approvals. Client decisions, approvals, reviews, and responses shall be communicated to the Design Professional in writing in a timely manner so as not to delay the performance of the Professional Services. Written comments provided to Designing Local must be a consolidation of all comments of interested user groups or entities to provide clear direction to the Design Professional and to avoid delays.

2.7 Notice of Nonconformance. If the Client observes or becomes aware of any errors or omissions or inconsistencies in any documents provided by the Design Professional or any fault or defect in the Project, the Client shall promptly give written notice thereof to the Design Professional.

2.8 Project Permit and Review Fees. The Client shall pay all fees required to secure jurisdictional approvals for the Project.

Article 3; Ownership of Documents

3.1 Authorship and Ownership. The Design Professional shall be deemed the author and owner of all deliverables provided to the Client, including but not limited to plans, drawings, specifications, Construction Documents, displays, graphic art, photographs, and other images and devices in any medium, including electronic data or files, which are developed, created, or derived pursuant to this Agreement by the Design Professional (collectively, the Design Materials).

3.2 Reproduction. Subject to payment by the Client of all Compensation and Reimbursable Expenses owed to the Design Professional, the Design Professional grants to the Client an irrevocable, nonexclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project. Termination of this Agreement prior to the completion of the Project shall terminate this license; all Design Materials and copies thereof in the Client's possession or control shall be returned to the Design Professional within 21 days of the notice of termination.

Article 4; Design Professional Compensation

4.1 Total Compensation. Compensation for the Scope of Services described in section 1.4 of to be performed under this Agreement shall be as indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below. Supplemental Services, described in section 1.5 of when requested in writing by the Client, shall be compensated on an hourly basis at the rates provided in or on the basis of a negotiated fee provided in an amendment to this Agreement.

4.2 Reimbursable Expenses. Reimbursable Expenses are expenditures as made by the Design Professional, its employees, and consultants. Total expenses shall be limited to \$800 for the duration of the project.

4.3 Payments. Monthly payments to the Design Professional shall be based on (1) the percentage of the Scope of Services completed in accordance with the Schedule of Services provided in herein, and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.

If the Client disputes, in good faith, all or any portion of any statement from the Design Professional for Professional Services or Reimbursable Expenses, the Client shall notify the Design Professional in writing within seven (14) days of receipt of the disputed statement, describing the nature of the dispute and including a reasonably detailed explanation of the reason for the dispute.

Payments are due and payable 30 days from the date of the Design Professional's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue .25% simple interest per month. Pursuant to section 7.2, herein, at the Design Professional's option, overdue payments may be grounds for suspension of services or termination of this Agreement.

4.4 Extended Services/Standard Hourly Rates. If through no fault of the Design Professional the Scope Services described in section 1.4 of have not been completed within the term indicated in the Schedule of Services provided in the compensation for services rendered after that time period shall be renegotiated or shall be on the basis of the following hourly rates.

Managing Principal	\$175/Hour
Principal	\$170/Hour
Project Director	\$160/Hour
Senior Landscape Architect/Planner	\$150/Hour
Landscape Architect/Planner 3	\$140/Hour
Landscape Architect/Planner 2	\$120/Hour
Urban Designer/Planner 1	\$110/Hour
Admin Staff	\$100/Hour
Intern	\$60/Hour

Article 5; Insurance, Indemnification, Consequential Damages

5.1 Insurance. The Design Professional shall secure and maintain insurance coverages indicated as follows:

Coverage	Liability Limits
Professional Liability	\$1,000,000 per claim \$2,000,000 annual aggregate
Commercial General Liability	\$1,000,000 per occurrence
Comprehensive Automobile Liability	\$1,000,000 per accident
Workers Compensation	Statutory limits

5.2 Consequential Damages. The Design Professional and the Client waive consequential damages for claims, disputes, or other matters in question which arise out of or are related to this Agreement, including but not limited to consequential damages due to the termination of this Agreement by either party in accordance with the provisions of Article 7 hereof.

5.3 Client's Commercial General Liability Insurance. The Client agrees to name the Design Professional as an additional insured on its Commercial General Liability (CGL) insurance policy(ies), if any, applicable to the Project and to provide the Design Professional with a Certificate of Insurance evidencing compliance with this provision.

5.4 Waiver of Subrogation. To the extent damages are covered and paid by property insurance during construction, the Client and the Design Professional waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. The Client and the Design Professional, respectively, shall require of their contractors, consultants, agents and employees similar waivers in favor of the other parties enumerated herein.

5.5 Hazardous Materials Waiver. Unless otherwise provided in the Agreement, the Design Professional and the Design Professional's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

Article 6; Dispute Resolution

6.1 Direct Resolution. If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions between the parties or their representatives who shall have authority to settle the dispute. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation in accordance with section 6.2.

6.2 Mediation. If the dispute is not settled pursuant to section 6.1, before recourse to any other dispute resolution procedure, the parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association. The location of the mediation shall be the location of the Project unless the parties agree otherwise. A request for mediation may be filed with the American Arbitration Association or any other mediation service acceptable to both parties. The parties agree to conclude the mediation within 60 days of filing the request. Unless otherwise agreed, the cost of mediation shall be shared equally by the parties.

6.3 Method of Dispute Resolution. For any claim subject to, but not resolved by, mediation pursuant to Section 6.2, the method of binding dispute resolution shall be through mutually agreed upon by both parties and shall be either arbitration pursuant to section 6.4 of this Agreement or Litigation in a court of competent jurisdiction. If the parties do not agree upon a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

6.4 Arbitration. If the parties have selected arbitration in section 6.3, claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. All arbitration hearings shall be conducted at the location of the Project unless the parties agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

6.5 Service Continuance. Unless otherwise agreed in writing, the Design Professional agrees to continue to perform its services during any dispute resolution proceedings. If the Design Professional continues to perform, the Client shall continue to make payments in accordance with this Agreement for amounts not in dispute.

6.6 Consolidation. Appropriate provisions for consolidation shall be included in other contracts relating to the Project so that all parties necessary to resolving a claim can be made parties to the same dispute resolution proceeding.

6.7 Liens. Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7; Suspension/Termination

7.1 Notice of Termination. This Agreement may be terminated by either party on seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

7.2 Failure to Make Payment. The Client's failure to make payments to the Design Professional in accordance with the provisions of this Agreement shall be deemed a substantial failure to perform and a cause for termination; however, in this circumstance the Design Professional, at its option, may elect to suspend its services on seven (7) days' written notice to the Client. The Design Professional shall have no liability to the Client for any delays caused by a suspension under this provision.

7.3 Suspension of Services. If the Client suspends the Design Professional's services for any reason, the Design Professional shall be compensated for all Professional Services performed to that date, and the Design Professional shall have no liability to the Client for any delays caused by the on to suspend the Services.

7.4 Resumption of Services. When suspended Services are resumed, the Design Professional shall be compensated for expenses incurred due to the interruption and resumption of the Professional Services, and the Compensation and the Schedule of Services for the Services remaining to be performed shall be equitably adjusted.

7.5 Termination of Agreement through Suspension. A suspension of Services by either party for more than thirty (30) days may, at the Design Professional's Option, be deemed grounds for termination of the Agreement.

7.6 No-fault Termination. If termination is not due to the fault of the Design Professional, the Client shall pay, in addition to Compensation and Reimbursable Expenses due at the time of the termination, all actual costs and expenses reasonably incurred by the Design Professional in connection with such termination. In addition, the Client shall comply and cooperate in accordance with the provisions of Article 3, Ownership of Documents.

7.7 Without Cause Termination. The Client may terminate this Agreement for convenience and without cause with seven (7) days written notice to the Design Professional. In the event of termination without cause, Designing Local shall solely be entitled to reimbursement for services rendered to the date of termination.

Article 8; Other Terms and Conditions

8.1 Force Majeure. Either party, as applicable, shall be relieved of its obligations hereunder in the event and to the extent that performance hereunder is delayed or prevented by any cause beyond its control and not caused by the party claiming relief hereunder, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, parties agree to make all reasonable efforts to mitigate the delays and damages of Force Majeure.

8.2 Notices. Notices required pursuant to this Agreement shall be sufficient if delivered personally or by registered or certified mail, return receipt requested, at the addresses indicated on the first page of this Agreement.

8.3 Assignment. Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

8.4 Third Party Relationships. Nothing in this Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of, any third party against either the Client or the Design Professional.

8.5 Severability. If any term or provision of this Agreement shall be found to be invalid or unenforceable, the remaining provisions shall, to the fullest extent permitted by law, remain in full force and effect.

8.6 Captions. Captions of articles, sections, paragraphs, or subparagraphs of this Agreement are for convenience and reference only.

8.7 Governing Law. Governing law to be that of the State of Ohio. Additionally, venue to be exclusively in the Medina County Court of Common Pleas.

8.8 Complete Agreement. This Agreement represents the entire understanding between the Client and the Design Professional and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement only may be amended in writing signed by both the Client and the Design Professional.

8.9 Limitations Period. As between the parties to the Agreement: as to all acts or failures to act by either party to the Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the completion of Services under the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency of Ohio 7100 N High St Ste 300 Worthington, OH 43085-2333 Dan R Guarasci		614-848-3000		CONTACT NAME: Kelly Johnston PHONE (A/C, No, Ext): 614-848-3000 FAX (A/C, No): 614-848-7698 E-MAIL ADDRESS: Kelly@iaofohio.com	
INSURER(S) AFFORDING COVERAGE				NAIC #	
INSURER A: Cincinnati Indemnity Co				23280	
INSURER B: Capitol Specialty Insurance Co					
INSURER C:					
INSURER D:					
INSURER E:					
INSURER F:					

INSURED Designing Local, LTD 20 East Broad St, Suite 1010 Columbus, OH 43215			
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ENP 0279663	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ENP 0279663	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$			ENP 0279663	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional			SGC0010935-03	08/31/2023	08/31/2024	Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

BRUNSWI City of Brunswick 4095 Center Road Brunswick, OH 44212	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Designing Local Ltd.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 20 E. Broad St., Suite 1010	Requester's name and address (optional)
6 City, state, and ZIP code Columbus, OH 43215	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
4	6
-	5
1	7
2	7
9	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► January 1, 2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.