

Village of Garden City Parks & Recreation Needs Assessment & St. Paul's Use Plan

PROJECT UNDERSTANDING

The Garden City Department of Recreation and Parks takes great pride in their mission of "Enhancing our Community with People, Parks and Programs". They accomplish this through programming and management of ten parks/facilities that include something for everyone at 6 neighborhood parks, Community Park, St. Paul's Athletic Complex, Senior Center, and Garden City Pool.

A key component of this Master Plan will be recommendations for the future use of the St. Paul's School. Much study, discussion, and debate have focused on this topic. This Plan will have a goal of developing consensus on the future use of the historic and iconic building to best meet the needs of Village residents and visitors. The school is an approximately 120,000 square foot building of historical significance to the community. It was built in 1879 in memory of the founder of the Village. It has been vacant for 30 years and has not been heated during the last decade. It is surrounded by playing fields, a field house, and a smaller gymnasium building, all of which are well used by the community. In a Public Opinion Poll held in October, 61% of the participants expressed a desire for the Village to continue to explore ways to save part or all of the building. The other 39% voted for demolition. The property is designated as parkland which limits the uses, and a community center or recreation center is the only use proposed in recent years that is consistent with the parkland designation. The goal is to find a project that preserves part or all of the building, has widespread community support and can be executed. The Village is only considering projects that are consistent with the parkland designation.

PROJECT APPROACH

Brandstetter Carroll Inc. has assisted communities realize their visions for improved parks and recreation services in more than 95 communities in numerous states over the past 30 years. BCI's vast experience has clearly identified successful Master Plans are ones in which the community truly is engaged throughout the process and the recommendations are based upon the community engagement. To accomplish this, there must be a progression as shown to the right and as outlined in the Scope of Services:



BCI will use a variety of public engagement methods to gather the input necessary for a successful plan. These methods include:

- An engaged Advisory Committee
- FUN and interactive public workshops that are community events—not just typical evening meetings
- Stakeholder groups of interested groups and individuals to gain insight on the particulars of their organization's trends and needs

- Surveys
- Web-based community engagement
- Promotion on social media
- Public presentations of interim findings and reports from draft to final

These methods build a solid platform for community-supported recommendations and a **consensus vision**.

Public engagement is augmented with a variety of analyses to identify the key **Gaps** in service delivery. These analyses include demographic analysis, benchmarking to other successful communities, and service area analyses. The **Service Areas Analysis** maps the walk and drive times to your parks, but also maps the walk and drive times to a variety of specific facility types, such as picnic shelters, trails, playgrounds, tennis courts, ball diamonds, rectangular fields, and much more. These separate analyses are then combined into a **Composite Service Area Map** which provides a clear view of the gaps in your current system and where facilities are needed.

The public engagement, benchmarking, and BCI experience are used to develop **Level-of-Service Guidelines** specific for Garden City to identify the need for facilities now and into the future.

SCOPE OF SERVICES

The following text provides responses to the steps outlined in the RFP.

EVALUATE PHASE

A. Community Background and Needs Assessment

1. **Staff Advisory Committee** – BCI will meet regularly with a committee of key staff members.
2. **Master Plan Advisory Committee** – The Village will appoint an Advisory Committee to work with the Consultants throughout the process. The Consultants will meet with them regularly with updates of the findings and the Committee will assist in establishing the future vision, goals and objectives, and priorities. The Committee may include the Village Staff, representatives of the Board of Trustees, Village Administration, Advisory Board, and other community representatives appointed by the Village.
3. **Previous Study Review** – Review previous, current, and ongoing planning efforts including, but not limited to:
 - a. St Paul's School Financing Presentation
 - b. St Paul's Information Session-Cullen & Dykman
 - c. St. Paul's Information Session Presentation 10/3/2023
 - d. Annual Adopted Budgets
 - e. Garden City Transportation Plan
 - f. Comprehensive Plan
 - g. Previous five years' Parks and Recreation Capital Improvement Plan
 - Identify previous projects from the past five years, including intended and realized goals from some of these projects.
 - h. Other previous plans
4. **Demographic Analysis** – Using information provided by Garden City and other sources, perform an analysis of the demographic and population characteristics of Garden City.
 - a. **Using ESRI Business Analyst Software** and by coordinating with the Garden City staff, identify the demographic and land use trends and characteristics within the village limits. Information may include:
 - Demographic characteristics (quantity, ages, race, etc.)

- Five-year population projections
 - Household size
 - Average or median household income and per capita income
5. **Funding Analysis** – Review the past five years' budgets and the proposed future operating and capital budgets.
 6. **Ordinance and Policy Review** – Perform an analysis of Garden City's policies, ordinances, and mandated plans as they impact parks, recreation, facilities, and open space.
 7. **Benchmarking Comparisons to Similar Systems** – Compare Garden City Parks and Recreation facilities, programs and services, and CIP spending with that of other peer communities based on population, geography, and similar situations.
 - a. **Benchmarking Comparisons to Similar Systems** – Using the NRPA ParkMetrics (formerly PRORAGIS) program to compare facilities, programs, operating budgets, etc., with other like agencies. Communities throughout Texas and surrounding states with similar populations and characteristics will be included in the analysis.
 8. **Indoor Facility Trends Analysis** – Identify trends at the local, state, regional, and national levels, and discuss their application to Garden City:
 - Tourism
 - Economic
 - Health
 - Demographic
 - Parks and Recreation Administration
 - National Recreation
 - Parks, Recreation Facilities, and Programming

B. Existing Conditions Analysis

1. **Facility Assessment** – Complete a full assessment of existing Garden City Parks and Recreation facilities:
 - a. Review the Village's current asset management system for parks, facilities, trails, and open space which includes detailed facility, system, and condition data.
 - b. Complete a Qualitative Assessment Form for each park and facility. Review the condition of amenities, structures, aquatic facilities, program buildings, wayfinding, furnishings, accessibility, and overall maintenance of existing facilities with emphasis on the quality, significance, and functionality of the assets.
2. **Geographic Distribution – Service Gap Analysis** – Prepare an analysis of the current service gaps by mapping the locations of current parks by park-type categories using walk and drive times. Specific facilities also will be mapped to compare the household locations with the facility locations. Individual maps will be prepared for recreation centers, picnic shelters, trails, playgrounds, soccer fields, aquatic facilities, baseball/softball diamonds, and more to identify the distribution of the specific facilities throughout the community. A Composite Service Areas Map will be prepared which identifies the overall service delivery throughout the Village.
 - a. Provide input on the local perspective of service level intended and perceived on various park facilities.
 - b. Analyze the level-of-service by planning sectors of the Village to analyze the equity of facilities.
3. **Programs Analysis** – Conduct an analysis of the programs and attendance offered over the past five years to determine the populations served, types of programs, income generated, gaps in services, etc.
4. **Land Use Analysis** – Meet with the Village Administrative staff including Recreation and Parks to review and understand the long-term goals for park land use and development needs within the Village. This analysis will consider park and facility long-range planning.

5. **Report and Presentation** – Prepare a report summarizing this phase and make a presentation of the findings to the Master Plan Advisory Committee.
6. **Technical Report and Review Meeting** – Prepare a report summarizing this phase and make a presentation of the findings to the Advisory Committee.

ENGAGE PHASE

A. Community Engagement

1. **Outreach and Marketing** – Prepare an Outreach Plan to market the public engagement processes and opportunities. The Plan will utilize newspaper articles, press releases, PSAs, and social media to promote the project and input methods. A goal will be to reach the general population as well as the underserved communities and typically under-represented populations, such as youth, minority, low to moderate income, elderly, and disabled residents.
2. **Initial Community Open Houses** – Conduct up to three interactive community open houses at convenient locations to identify the community perception of park facilities, programming needs, and desired uses for St. Paul's School. The purpose of these community workshops will be to solicit input from the residents and users regarding their concerns and opinions about existing facilities and programs, and their requests for future facilities and programs. The workshops will be interactive and involve all participants in a variety of methods such as dollar voting on Village parks and recreation investment priorities, dot voting for preferred programs and facilities, comment boards to identify what makes Garden City parks great and what could make them better, and promotion of the surveys.
3. **Staff Input** – Conduct interviews with the Garden City staff members regarding their perceptions of the public's needs and concerns, and the potential for improved services, facilities, programs, and public access. Identify the strengths, weaknesses, service needs, and impediments (SWOT) to current operations.
4. **Household Needs Assessment Survey** – The input from the workshops, stakeholder groups, and staff will be utilized to develop a statistically valid mail and/or phone survey with a minimum of 600 responses from residents of Garden City. Surveys will be mailed to **all 7,500+ Village households**. The base survey included in this proposal is a five-page survey. The responses will be geocoded to allow analysis by geographic area. Cross tables will be generated to analyze specific items such as priorities of families with children, households with seniors, by income levels, etc. The survey will be used to identify:
 - Current satisfaction levels with programs and facilities
 - Participation and satisfaction with current programs
 - Parks currently used
 - Needs for various indoor and outdoor facilities and programs
 - Identification of the most needed indoor and outdoor facilities
 - Identification of the primary functions that should be performed by Garden City regarding parks, recreation, open space, greenways, trail linkages, arts, programs, and facilities
 - Specific questions pertaining to any proposed new facilities
 - Level of attachment to aspects of St. Paul's School building
 - And willingness to fund preservation efforts

5. **Stakeholder Meetings** – Conduct up to 12 Stakeholder group meetings and round table discussions with various special interest and user groups, Village staff, Village representatives, Garden City Public Schools, Planning Commission, Nassau County, sports organizations, stakeholders, youth organizations, senior residents, business community, partner organizations, and others as will be appointed by the Village. The questions will be sent to the Stakeholder group participants for discussions with their organizations before the actual focus group. Both in-person and virtual meetings may be held to accomplish this task.
6. **Technical Report and Review Meeting** – Prepare a report summarizing this phase and make a presentation of the findings to the Advisory Committee.



ENVISION PHASE

- A. **Vision for the Future** – Working with the Master Plan Advisory Committee, and using the current Comprehensive Plan as a guide, develop the following:
 1. **Vision, Values, Goals, & Objectives** – Using all the previous findings, complete the following:
 - Develop/update the mission statement for the Parks and Community Services Department
 - Identify key Core Values that are most important to lead decisions
 - Identify the Future Vision for Parks and Recreation in Garden City
 - Identify proposed Level-of-Service Standards for park land and specific recreation facilities
 - Identify Short-Term Goals and Objectives
 - Identify Long-Term Goals and Objectives
 2. **Facility Needs Analysis & Level-of-Service Guidelines** – Develop Level-of-Service Guidelines for Garden City based on the public input, the Benchmarking Comparison Survey, and with standards and guidelines developed by the Consultant based on previous experience. The standards will identify guidelines and definitions for park types and their respective service areas and characteristics, facility types and criteria, facility per population standards, and geographic distribution criteria.
 3. **Priorities** – Lead the Advisory Committee through a process to rate the key high-level recommendations to assist in establishing priorities for the Action Plan in the next phase.



PLAN PHASE

A. Recommendations

1. **City-Wide Park and Facility Improvement Recommendations** – Prepare a village-wide map illustrating proposed general locations of new parks by park type categories (mini-park, neighborhood, community, special use, nature, or linear park).
2. **Individual Park Recommendations and Costs** – Identify the specific needed improvements at each park or recreation facility. The goal will be to re-conceptualize the parks to attain maximum usage, connectivity, beautification, and efficiency. Recommendations may be made to remove or alter areas that no longer serve their intended purpose or have outlived their usefulness. Prepare level-of-magnitude costs for each capital improvement recommended in the plan.
3. **St. Paul's School Recommendations** – Based upon the findings of the engagement and evaluations, provide recommendation for the future use of the St. Paul's School building to best meet the needs of the community. Prepare conceptual diagrams of the potential scenarios based on the previous analyses and engagement.
4. **Capital Improvement and Land Acquisition Priorities** – Work with Garden City staff and the Master Plan Advisory Committee to prioritize, by selected facility type, the capital improvements, and

acquisitions. This process will identify the short-range (0-2 years), mid-range (3-5 years), and long-range (6-10 years) recommendations. Proposed land acquisition also will be prioritized. Facilities and services will be prioritized by neighborhood, region, natural areas, etc.

5. **Programs and Operations Recommendations** – Provide recommendations for improving the delivery and equity for recreational programs. Identify methods for future analysis to keep the offerings fresh and relevant.
6. **Report** – Prepare a summary report of the Plan Phase.
7. **Presentations** – Present the plan and recommendations to the Advisory Committee and Board of Trustees.

B. Action Plan – Develop:

1. **Phased Implementation Plan** with specific strategies and recommendations for:
 - Guidelines for prioritization of future capital improvements
 - St. Paul's School Building use recommendations
 - Facility recommendations
 - Park and facility operations recommendations
 - Programs and services recommendations
 - Other specific issues to be identified in the planning process that impact the park system
 - This process will identify the short-range (0-2 years), mid-range (3-5 years) and long-range (6-10 years) action steps along with the responsible party and potential funding sources
 - The strategies will be referenced to the Garden City Comprehensive Plan
2. **Funding Recommendations** – Identify potential funding sources and their applicability for the recommendations in the Master Plan.
3. **Draft Master Plan** – Prepare a Draft Master Plan for review by the Village staff and Master Plan Advisory Committee.
4. **Action Plan Presentation** – Make a presentation of the Draft Action Plan and Final Needs Assessment recommendations to the Master Plan Advisory Committee and other groups as identified.
5. **Final Master Plan** – Following the reviews of each of the separate reports, prepare a Final Master Plan that includes all components of the planning process.
6. **Final Presentations** – Make presentations of the Final Master Plan to the Master Plan Advisory Committee, the public, and Board of Trustees.
7. **Executive Summary** – Prepare an Executive Summary that summarizes the findings, recommendations, and actions.

C. Deliverables

1. **Final Deliverables** – The consultant shall compile all project information into a report document in both digital and hard copy format (10 copies). All maps, graphics, images, data, and other imagery developed as a part of the document will be shared in digital format.
2. **Executive Summary** – Prepare an Executive Summary of the document.



FEE PROPOSAL

The BCI Team analyzed the Scope of Services and applied hours and hourly rates for the specific tasks to determine the fee. Upon selection, the BCI Team would work with the Village Staff to further refine the Scope of Services and then update the itemized list of tasks that would be divided by phases of the project. This Scope would be used by our team to identify specific tasks and the appropriate personnel by phases and estimate the hours required for each team member by task. This spreadsheet is attached to illustrate the hours and fee for each task as outlined in the RFP. The phasing will provide milestone categories for invoicing purposes.

FEE PROPOSAL

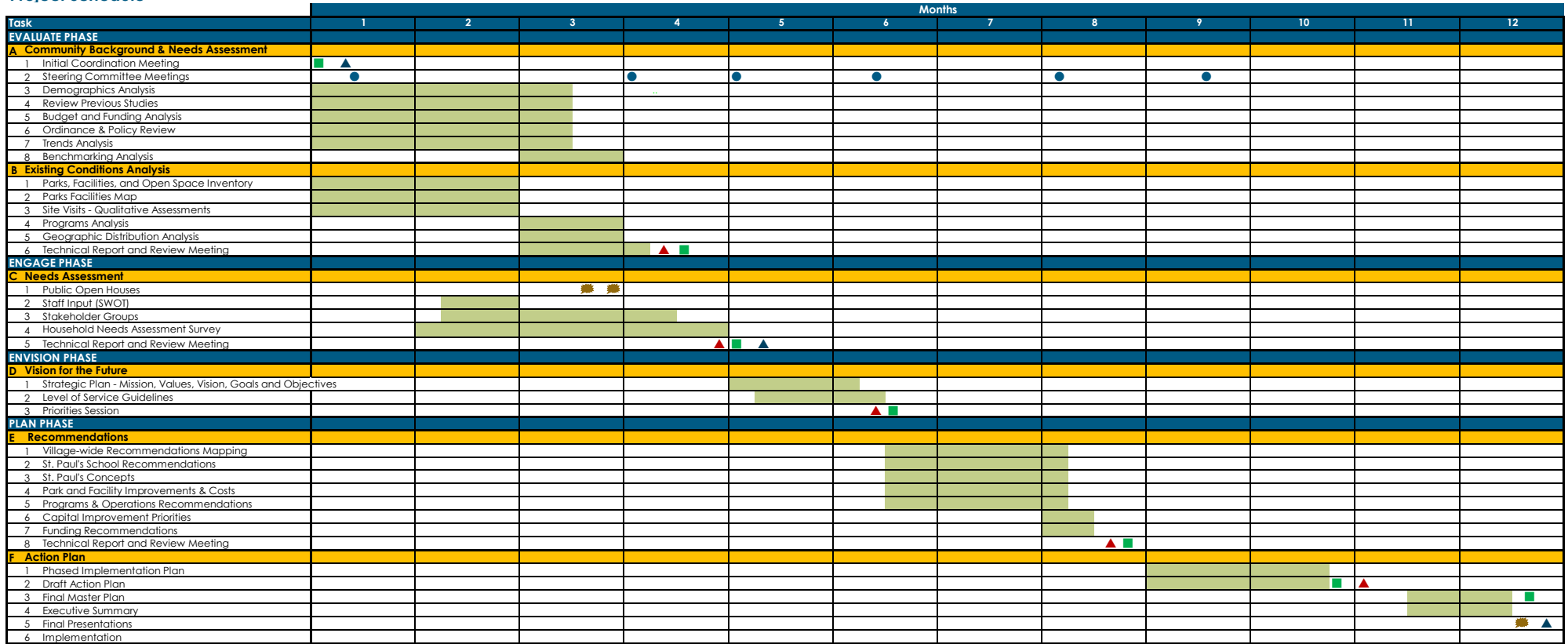
The following are maximum fees per phase as outlined in the Scope of Services:

EVALUATE PHASE	\$38,000
ENGAGE PHASE	\$50,000
ENVISION PHASE	\$ 8,400
PLAN PHASE	<u>\$62,600</u>
TOTAL FEE	\$159,000

CONDITIONS

1. Village staff will accompany the review teams into existing structures and provide insight concerning known issues. Village staff will open all enclosed areas such as pipe chases. Some sites may require two visits by staff once the full scope needed at each site is evaluated.
2. The Village will provide digital base maps of each site. Consulting Team to add identifiers for individual facilities if they are not already noted (example: shelter names, trail segment designations, parking lot or area names/labels, etc.).
3. The Village will provide GIS database for mapping.
4. The Consultant will invoice monthly for the work completed in the previous month.
5. The Village will be responsible for the invitations, meeting space, and promotion of the public engagement meetings and methods.
6. This Fee Proposal includes one Statistically Valid Household Needs Survey. If a second survey to further identify the community's desire to pay for the Plan's Implementation is warranted, additional fees will be charged.

Project Schedule



● Advisory Committee Meeting

■ Review / Progress Meeting

▲ Technical Memo

■ Public Meeting / Workshop

▲ Board of Trustees Meeting

AGREEMENT
VILLAGE OF GARDEN CITY, NEW YORK
PARKS & RECREATION NEEDS ASSESSMENT AND ST. PAUL'S USE PLAN

This Agreement is made between the Village of Garden City, New York (Owner or Village) and Brandstetter Carroll Inc. (Consultant) whereas the Consultant proposes to prepare a Parks and Recreation Needs Assessment and the St. Paul's School Reuse Plan.

The BCI Team will perform the following Scope of Services.

I. Scope of Services

EVALUATE PHASE

A. Community Background and Needs Assessment

- 1. Staff Advisory Committee** – BCI will meet regularly with a committee of key staff members.
- 2. Master Plan Advisory Committee** – The Village will appoint an Advisory Committee to work with the Consultants throughout the process. The Consultants will meet with them regularly with updates of the findings and the Committee will assist in establishing the future vision, goals and objectives, and priorities. The Committee may include the Village Staff, representatives of the Board of Trustees, Village Administration, Advisory Board, and other community representatives appointed by the Village.
- 3. Previous Study Review** – Review previous, current, and ongoing planning efforts including, but not limited to:
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 - f. Comprehensive Plan
 - g. Previous five years' Parks and Recreation Capital Improvement Plan
 - Identify previous projects from the past five years, including intended and realized goals from some of these projects.
 - h. Other previous plans
- 4. Demographic Analysis** – Using information provided by Garden City and other sources, perform an analysis of the demographic and population characteristics of Garden City.
 - a. **Using ESRI Business Analyst Software** and by coordinating with the Garden City staff, identify the demographic and land use trends and characteristics within the village limits. Information may include:
 - Demographic characteristics (quantity, ages, race, etc.)
 - Five-year population projections
 - Household size
 - Average or median household income and per capita income

5. **Funding Analysis** – Review the past five years' budgets and the proposed future operating and capital budgets.
6. **Ordinance and Policy Review** – Perform an analysis of Garden City's policies, ordinances, and mandated plans as they impact parks, recreation, facilities, and open space.
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 - a. **Benchmarking Comparisons to Similar Systems** – Using the NRPA ParkMetrics (formerly PRORAGIS) program to compare facilities, programs, operating budgets, etc., with other like agencies. Communities throughout New York and surrounding states with similar populations and characteristics will be included in the analysis.
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 - Tourism
 - Economic
 - Health
 - Demographic
 - Parks and Recreation Administration
 - National Recreation
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B. Existing Conditions Analysis

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 - b. Complete a Qualitative Assessment Form for each park and facility. Review the condition of amenities, structures, aquatic facilities, program buildings, wayfinding, furnishings, accessibility, and overall maintenance of existing facilities with emphasis on the quality, significance, and functionality of the assets.
2. **Geographic Distribution – Service Gap Analysis** – Prepare an analysis of the current service gaps by mapping the locations of current parks by park-type categories using walk and drive times. Specific facilities also will be mapped to compare the household locations with the facility locations. Individual maps will be prepared for recreation centers, picnic shelters, trails, playgrounds, soccer fields, aquatic facilities, baseball/softball diamonds, and more to identify the distribution of the specific facilities throughout the community. A Composite Service Areas Map will be prepared which identifies the overall service delivery throughout the Village.
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4. **Land Use Analysis** – Meet with the Village Administrative staff including Recreation and Parks to review and understand the long-term goals for park land use and development needs within the Village. This analysis will consider park and facility long-range planning.
5. **Report and Presentation** – Prepare a report summarizing this phase and make a presentation of the findings to the Master Plan Advisory Committee.
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ENGAGE PHASE

A. Community Engagement

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3. **Staff Input** – Conduct interviews with the Garden City staff members regarding their perceptions of the public's needs and concerns, and the potential for improved services, facilities, programs, and public access. Identify the strengths, weaknesses, service needs, and impediments (SWOT) to current operations.
4. **Household Needs Assessment Survey** – The input from the workshops, stakeholder groups, and staff will be utilized to develop a statistically valid mail and/or phone survey with a minimum of 600 responses from residents of Garden City. Surveys will be mailed to **all 7,500+ Village households**. The base survey included in this proposal is a five-page survey. The responses will be geocoded to allow analysis by geographic area. Cross tables will be generated to analyze specific items such as priorities of families with children, households with seniors, by income levels, etc. The survey will be used to identify:
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 - Specific questions pertaining to any proposed new facilities
 - Level of attachment to aspects of St. Paul's School building

- And willingness to fund preservation efforts
5. **Stakeholder Meetings** – Conduct up to 12 Stakeholder group meetings and round table discussions with various special interest and user groups, Village staff, Village representatives, Garden City Public Schools, Planning Commission, Nassau County, sports organizations, stakeholders, youth organizations, senior residents, business community, partner organizations, and others as will be appointed by the Village. The questions will be sent to the Stakeholder group participants for discussions with their organizations before the actual focus group. Both in-person and virtual meetings may be held to accomplish this task.
 6. **Technical Report and Review Meeting** – Prepare a report summarizing this phase and make a presentation of the findings to the Advisory Committee.

ENVISION PHASE

- A. **Vision for the Future** – Working with the Master Plan Advisory Committee, and using the current Comprehensive Plan as a guide, develop the following:
 1. **Vision, Values, Goals, & Objectives** – Using all the previous findings, complete the following:
 - Develop/update the mission statement for the Parks and Community Services Department
 - Identify key Core Values that are most important to lead decisions
 - Identify the Future Vision for Parks and Recreation in Garden City
 - Identify proposed Level-of-Service Standards for park land and specific recreation facilities
 - Identify Short-Term Goals and Objectives
 - Identify Long-Term Goals and Objectives
 2. **Facility Needs Analysis & Level-of-Service Guidelines** – Develop Level-of-Service Guidelines for Garden City based on the public input, the Benchmarking Comparison Survey, and with standards and guidelines developed by the Consultant based on previous experience. The standards will identify guidelines and definitions for park types and their respective service areas and characteristics, facility types and criteria, facility per population standards, and geographic distribution criteria.
 3. **Priorities** – Lead the Advisory Committee through a process to rate the key high-level recommendations to assist in establishing priorities for the Action Plan in the next phase.

PLAN PHASE

A. Recommendations

1. **City-Wide Park and Facility Improvement Recommendations** – Prepare a village-wide map illustrating proposed general locations of new parks by park type categories (mini-park, neighborhood, community, special use, nature, or linear park).
2. **Individual Park Recommendations and Costs** – Identify the specific needed improvements at each park or recreation facility. The goal will be to re-conceptualize the parks to attain maximum usage, connectivity, beautification, and efficiency. Recommendations may be made to remove or alter areas that no longer serve their intended purpose or have outlived their usefulness. Prepare level-of-magnitude costs for each capital improvement recommended in the plan.
3. **St. Paul's School Recommendations** – Based upon the findings of the engagement and evaluations, provide recommendation for the future use of the St. Paul's School building

to best meet the needs of the community. Prepare conceptual diagrams of the potential scenarios based on the previous analyses and engagement.

4. **Capital Improvement and Land Acquisition Priorities** – Work with Garden City staff and the Master Plan Advisory Committee to prioritize, by selected facility type, the capital improvements, and acquisitions. This process will identify the short-range (0-2 years), mid-range (3-5 years), and long-range (6-10 years) recommendations. Proposed land acquisition also will be prioritized. Facilities and services will be prioritized by neighborhood, region, natural areas, etc.
5. **Programs and Operations Recommendations** – Provide recommendations for improving the delivery and equity for recreational programs. Identify methods for future analysis to keep the offerings fresh and relevant.
6. **Report** – Prepare a summary report of the Plan Phase.
7. **Presentations** – Present the plan and recommendations to the Advisory Committee and Board of Trustees.

B. Action Plan – Develop:

1. **Phased Implementation Plan** with specific strategies and recommendations for:
 - Guidelines for prioritization of future capital improvements
 - St. Paul's School Building use recommendations
 - Facility recommendations
 - Park and facility operations recommendations
 - Programs and services recommendations
 - Other specific issues to be identified in the planning process that impact the park system
 - This process will identify the short-range (0-2 years), mid-range (3-5 years) and long-range (6-10 years) action steps along with the responsible party and potential funding sources
 - The strategies will be referenced to the Garden City Comprehensive Plan
2. **Funding Recommendations** – Identify potential funding sources and their applicability for the recommendations in the Master Plan.
3. **Draft Master Plan** – Prepare a Draft Master Plan for review by the Village staff and Master Plan Advisory Committee.
4. **Action Plan Presentation** – Make a presentation of the Draft Action Plan and Final Needs Assessment recommendations to the Master Plan Advisory Committee and other groups as identified.
5. **Final Master Plan** – Following the reviews of each of the separate reports, prepare a Final Master Plan that includes all components of the planning process.
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7. **Executive Summary** – Prepare an Executive Summary that summarizes the findings, recommendations, and actions.

C. Deliverables

1. **Final Deliverables** – The consultant shall compile all project information into a report document in both digital and hard copy format (10 copies). All maps, graphics, images, data, and other imagery developed as a part of the document will be shared in digital format.
2. **Executive Summary** – Prepare an Executive Summary of the document.

II. Fees and Conditions

The BCI Team analyzed the Scope of Services and applied hours and hourly rates for the specific tasks to determine the fee. Upon selection, the BCI Team would work with the Village Staff to further refine the Scope of Services and then update the itemized list of tasks that would be divided by phases of the project. This Scope would be used by our team to identify specific tasks and the appropriate personnel by phases and estimate the hours required for each team member by task. This spreadsheet is attached to illustrate the hours and fee for each task as outlined in the RFP. The phasing will provide milestone categories for invoicing purposes.

FEE PROPOSAL

The following are maximum fees per phase as outlined in the Scope of Services:

EVALUATE PHASE	\$34,000
ENGAGE PHASE	\$42,500
ENVISION PHASE	\$ 6,500
PLAN PHASE	<u>\$53,000</u>
TOTAL FEE	\$136,000

CONDITIONS

General

1. Village staff will accompany the review teams into existing structures and provide insight concerning known issues. Village staff will open all enclosed areas such as pipe chases. Some sites may require two visits by staff once the full scope needed at each site is evaluated.
2. The Village will provide digital base maps of each site. Consulting Team to add identifiers for individual facilities if they are not already noted (example: shelter names, trail segment designations, parking lot or area names/labels, etc.).
3. The Village will provide GIS database for mapping.
4. The Consultant will invoice monthly for the work completed in the previous month.
5. The Village will be responsible for the invitations, meeting space, and promotion of the public engagement meetings and methods.
6. The Owner will provide an inventory of facilities at all parks in digital format.
7. The Owner will provide data on budgets, program offerings, locations, and attendance.
8. The Owner will provide the consultant with copies of previous studies related to the delivery of parks and recreation services and the St. Paul's School Building.
9. Any additional copies requested by the Owner will be billed to the Owner at the actual printing and preparation costs.

This Agreement is proposed by:

Brandstetter Carroll Inc.



Benjamin E. Brandstetter, President

March 25, 2024

Date

This Agreement is accepted by:

Village of Garden City, New York



Signature

Mayor

Title

3/28/24

Date

**BRANDSTETTER CARROLL INC.
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates.

(2) **Client's Responsibilities** - In addition to other responsibilities described herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site surveys and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.

(c) Arrange for access to the park site and other public property as required for the Consultant to provide its services.

(d) Review all documents or reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

(e) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services** - Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control.

(4) **Method of Payment** - Compensation shall be paid to the Consultant in accordance with the following provisions:

(a) Invoices will be submitted by the Consultant to the Client periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt.

(5) **Termination** - The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(6) **Insurance** - The Consultant is protected by Workers' Compensation insurance, professional liability insurance, and general liability insurance and will exchange certificates of insurance upon request. If the Client directs the Consultant to obtain increased insurance coverage, or if the nature of the Consultant's activities requires additional insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(7) **Standard of Care** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(8) **Dispute Resolution** - All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(9) **Assignment and Subcontracting** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement without the written consent of the Consultant.

(10) **Confidentiality** To the extent permitted by the New York Public Records Law, the Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(11) **Miscellaneous Provisions** This Agreement is to be governed by the law of the State of New York. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement

**AMENDMENT #1 TO AGREEMENT
VILLAGE OF GARDEN CITY, NEW YORK
PARKS & RECREATION NEEDS ASSESSMENT AND ST. PAUL'S USE PLAN**

This document is an Amendment to the original Agreement the between the Village of Garden City, New York (Owner or Village) and Brandstetter Carroll Inc. (Consultant) whereas the Consultant proposes to prepare a Parks and Recreation Needs Assessment and the St. Paul's School Reuse Plan. The following are the changes to the original Agreement.

A. Omit the following scope tasks

Household Needs Assessment Survey – The input from the workshops, stakeholder groups, and staff will be utilized to develop a statistically valid mail and/or phone survey with a minimum of 600 responses from residents of Garden City. Surveys will be mailed to all 7,500+ Village households. The base survey included in this proposal is a five-page survey. The responses will be geocoded to allow analysis by geographic area. Cross tables will be generated to analyze specific items such as priorities of families with children, households with seniors, by income levels, etc.

- Deduct \$20,000

B. Add the following scope tasks

1. Recreation Household Needs Assessment Survey – The input from the workshops, stakeholder groups, and staff will be utilized to develop a statistically valid mail and/or phone survey with a minimum of 400 responses from residents of Garden City. Surveys will be mailed to at least 2,000 households. The base survey included in this proposal is a five-page survey. The responses will be geocoded to allow analysis by geographic area. Cross tables will be generated to analyze specific items such as priorities of families with children, households with seniors, by income levels, etc.

- Add \$15,000

2. St. Paul's Survey – The input from the workshops, stakeholder groups, and staff will be utilized to develop a statistically valid mail and/or phone survey with a minimum of 600 responses from residents of Garden City. Surveys will be mailed to all 7,500+ Village households. The base survey included in this proposal is a three-page survey. The responses will be geocoded to allow analysis by geographic area. Cross tables will be generated to analyze specific items such as priorities of families with children, households with seniors, by income levels, etc.

- Add \$20,000

C. Fees and Conditions

Brandstetter Carroll Inc. will be paid the following amounts to accomplish the Scope of Services presented above:

1. For the above referenced modifications to the Scope of Services, the Consultant total project fee will be increased from the original amount of \$159,000 to a new amount of \$174,000.

This Amendment is proposed by:

Brandstetter Carroll Inc.

Benjamin E. Brandstetter, P.E.

President

Title

Date

This Amendment is accepted by:

Village of Garden City, New York



Signature



Title



Date