

BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard.

Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	09/10/2014	Requested Meeting Date:	09/15/2014
		Confirmed Meeting Date:	
Received by: Lynnette Gray			

Contact Information: Please provide all requested information in the fields below. (Print or Type)

On Behalf of Organization or Individual:					
Name:	Lynnette Gray			Telephone:	(317) 738-3365
Title or Position:	City Attorney				
E-Mail:	lynng@igmlawfirm.com				
Address:	63 E. Court Street, PO Box 160				
City:	Franklin	State	IN	ZIP:	46131

Who will attend the meeting and present the request?

Name:	Lynnette Gray			Telephone:	(317) 738-3365
Title or Position:	City Attorney				
E-Mail:	lynng@igmlawfirm.com				

Please describe the purpose or title of your presentation.

Request approval of Resolution No. 2014-05 – Approving an Interlocal Agreement regarding a Downtown Parking Study between Johnson County, Indiana and the City of Franklin, Indiana;

Obtain signatures on Interlocal Agreement Between Johnson County, Indiana and the City of Franklin, Indiana regarding the Downtown Parking Study;

Supporting documents: All supporting documents should be submitted with the request form.

1. Resolution No. 2014-05 – Resolution Approving Interlocal Agreement Between Johnson County, Indiana and the City of Franklin, Indiana for a Downtown Franklin Parking Study
2. Interlocal Agreement Between Johnson County Indiana and the City of Franklin, Indiana for a Downtown Franklin Parking Study
- 3.
- 4.

INTERLOCAL AGREEMENT

BETWEEN
JOHNSON COUNTY, INDIANA
AND
CITY OF FRANKLIN, INDIANA

FOR
--DOWNTOWN FRANKLIN PARKING STUDY--

This Interlocal Agreement is made pursuant to Indiana Code 36-1-7, and is entered into by and between Johnson County, Indiana, acting by and through its Board of Commissioners (the "County"), and the City of Franklin, Indiana, acting by and through its Board of Public Works and Safety (the "City").

1. **Purpose.** This agreement is intended to allow the County and the City to share the costs of a two-phase parking analysis to be performed by Walker Parking Consultants ("Consultants"), with which the City is contracting, to determine the adequacy of the present and future parking capacity in downtown Franklin, Indiana and to provide options for better managing parking resources in downtown Franklin. A copy of the contract to be executed by the City and Consultants is attached hereto and made a part hereof as "Exhibit A," and is referred to hereafter as "the Contract."
2. **Cost Share and Billing.** The County and the City shall share the cost of the Consultants' services under the Contract, with the City being responsible for two-thirds (2/3) of the following Consultants' costs and fees and the County being responsible for one-third (1/3):
 - (A) The Consultants' total fee shall be Eighteen Thousand Five Hundred Dollars (\$18,500.00), plus reimbursement of reasonable costs which shall not exceed Five Hundred Dollars (\$500.00). These sums constitute the total fees for the two-phase parking analysis as set forth in Exhibit A.
 - (B) The City shall pay Consultants directly for services under the Contract.
 - (C) The County shall pay its one-third share to the City within sixty (60) days of receiving a paid invoice from the City describing the work performed and paid for under the Contract.

3. **Agreement Duration.** This Agreement shall begin upon its execution by both parties and shall last until the City's final acceptance of the Parking Study or three hundred sixty-five (365) days after Consultants receive notice to proceed with the Parking Study, whichever occurs first.
4. **County's Review.** The parties anticipate the Consultants will provide the City with the results of Phase I and Phase II of the Parking Study simultaneously. Upon the City's receipt of the completed Parking Study, the City shall give the County the opportunity to review the Parking Study and make comments and suggestions to the City, and the City shall give reasonable consideration to any such comments and suggestions.
5. **Delegation of Duty.** Pursuant to Indiana Code 36-1-7-4(a)(3), the Parties hereby delegate the duty to receive, disburse, and account for all monies associated with this Agreement to the Clerk-Treasurer of the City of Franklin, Indiana.
6. **Fiscal Body Approval.** Pursuant to Indiana Code 36-1-7-4(a)(3), this Agreement is subject to approval by the City and County's fiscal bodies.
7. **Filing.** Before taking effect, this Agreement will be filed with the Johnson County Recorder, and within sixty (60) day after execution, will be filed with the Indiana State Board of Accounts.
8. **Time of Essence.** Time is of the essence with this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein) and acknowledge that the successful performance of this Agreement requires their continued cooperation.
9. **Breach.** Before either party's failure to perform its obligations under this Agreement may be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after such notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity, subject however to the compulsory non-binding mediation provided below.
10. **Amendment.** This Agreement and the Contract as attached hereto may be amended only by the mutual consent of the parties and by the execution of a written amendment by the parties or their successors in interest.
11. **No Other Agreement.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

20. **Submission of Disagreements to Mediation.** In the event the parties disagree as to any material matter (such as, but not limited to, whether a default has occurred, whether one party has a duty to act or a duty to refrain from acting, or whether an ambiguity exists as to the scope and terms of the parties' agreements), the dispute will be submitted to non-binding meditation under the Indiana Rules of Alternative Dispute Resolution.

AGREED BY:

CITY OF FRANKLIN, INDIANA
Board of Public Works & Safety

JOHNSON COUNTY, INDIANA
Board of Commissioners

By: _____
Joseph McGuinness, Mayor

By: _____
Brian P. Baird, Chairman

By: _____
Steve Barnett, Member

By: _____
Thomas A. Kite, Member

By: _____
Robert Swinchamer, Member

By: _____
Ronald H. West, Member

Date: _____

Date: _____

Attest: _____
Janice D. Richhart, Auditor

Attest: _____
Janet Alexander, Clerk-Treasurer

**FISCAL BODY APPROVAL
FOR JOHNSON COUNTY, INDIANA**

Approved this ____ day of _____, 2014.

JOHNSON COUNTY COUNCIL

By: _____
James Eckart

By: _____
W. Brian Walker

By: _____
Anita Knowles

By: _____
Pete Ketchum

By: _____
Beth Boyce

By: _____
John Myers

By: _____
Loren Snyder

Attest:

Janice D. Richhart, Auditor – Johnson County, Indiana

**FISCAL BODY APPROVAL
FOR THE CITY OF FRANKLIN, INDIANA**

Approved this ___ day of _____, 2014.

COMMON COUNCIL

By: _____
Steve Barnett, President

By: _____
Robert Henderson

By: _____
Richard Wertz

By: _____
Joseph P. Abban

By: _____
Joseph R. Ault

By: _____
Stephen Hougland

By: _____
Kenneth Austin

Attest:

Janet P. Alexander – Clerk-Treasurer – City of Franklin

Resolution of the City of Franklin Board of Works

Resolution No.: 2014-05

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF FRANKLIN, INDIANA AND JOHNSON COUNTY, INDIANA RELATIVE TO A DOWNTOWN PARKING STUDY

WHEREAS, the City of Franklin by and through its Board of Works (hereinafter referred to as "The City of Franklin") is a government organization providing services to the citizens of Franklin, Indiana; and

WHEREAS, the City of Franklin by and through its Board of Works and Johnson County, Indiana, by and through its Board of Commissioners have agreed to cooperate in obtaining a Downtown Parking Study of Franklin, Indiana;

WHEREAS, such agreement is memorialized in the Interlocal Agreement attached as Exhibit "A", and

WHEREAS, the City of Franklin is entering into an agreement with Walker Parking Consultants who will perform a two (2) phase parking study for the City of Franklin for the sum of \$18,500.00 less customary reimbursable expenses not to exceed \$500.00;

WHEREAS, the County of Johnson in exchange for complete and full access to the results of said study has agreed to reimburse the City of Franklin one-third (1/3) of the costs of said parking study and expenses not to exceed the sum of \$6,270.00;

WHEREAS, the City of Franklin will execute the contract and pay Walker Parking Consultants and the County of Johnson will reimburse the City of Franklin its' agreed upon share;

WHEREAS, pursuant to Indiana Code §36-1-7 *et seq.*, the Board of Works of the City of Franklin is in favor of the Interlocal Agreement and the Agreement recited therein.

BE IT THEREFORE RESOLVED the City of Franklin does hereby adopt the above aforementioned as findings of fact;

IT IS FURTHER RESOLVED that the City of Franklin does hereby approve the Interlocal Agreement attached hereto as Exhibit "A".

IT IS FURTHER RESOLVED this Resolution shall be in full force and effect from and after its passage and as provided for by applicable law.

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 2014.

City of Franklin, Indiana, By its Board of Public Works and Safety:

Voting Affirmative:

Voting Opposed:

Mayor Joseph E. McGuinness

Mayor Joseph E. McGuinness

Steve Barnett

Steve Barnett

Robert Swinehamer

Robert Swinehamer

Attest:

Janet P. Alexander, Clerk Treasurer

Prepared by: Lynnette Gray
Attorney No.: 11567-41

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") dated _____ is made by and between the City of Franklin, acting by and through its Board of Public Works and Safety ("OWNER") and Walker Parking Consultants/Engineers, Inc., ("CONSULTANT") a Michigan corporation organized under the laws of the State of Michigan.

RECITALS

WHEREAS, OWNER wishes to hire CONSULTANT to provide certain professional services with respect to **Downtown Franklin Parking Study** ("Project"); and

WHEREAS, CONSULTANT has extensive experience, knowledge and expertise relating to these services and has expressed a willingness to furnish the services in connection therewith, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section I – Services by CONSULTANT

The engineering services to be performed by CONSULTANT are described in the Fee Proposal letter dated May 29, 2014 (updated August 11, 2014) and presented as Appendix "A", which is attached hereto, and made a part hereof, and are referred to herein as the "Services".

Section II – Information and Services to be furnished by OWNER

The information and services to be furnished by OWNER are as set out in Appendix "A", which is attached to this Agreement, and incorporated herein by reference.

Section III – Commencement of Services and Schedule

CONSULTANT shall commence performance under this Agreement and shall provide the Services hereunder in accordance with the Schedule contained in Appendix "A", which is attached to this Agreement, and incorporated herein by reference.

Section IV – Compensation

For all Services rendered by CONSULTANT under this Agreement, OWNER agrees to pay CONSULTANT on the basis of fees and charges established in Appendix "A", which is attached to this Agreement, and incorporated herein by reference.

Section V – Term and Termination

1. Term

This Agreement shall commence upon execution by the parties and shall continue until completion of the Services and deliverables as set forth in Appendix "C" or unless terminated as set forth below.

2. Termination

OWNER reserves the right to terminate or suspend this Agreement upon five days advance written notice to CONSULTANT. Upon termination of this Agreement, CONSULTANT shall deliver all Work Product (as defined herein) to OWNER. The dollar amount for any earned but unpaid Services performed by CONSULTANT shall be based upon an estimate of the portions of the total Services completed by CONSULTANT through the effective date of termination, which estimated shall be as made by OWNER in the exercise of its honest and reasonable judgment for all Services to be paid for on a lump sum basis and shall be based upon an audit by OWNER of those Services to be paid for on a cost basis or a cost plus fixed fee basis as described in Section IV hereof.

Section VI – General Provisions

1. Subcontracting

It is recognized that CONSULTANT may engage subconsultants to perform a portion of the work under this Agreement. The engagement of subconsultants by CONSULTANT shall not relieve CONSULTANT of any responsibility for the fulfillment of this Agreement. No subconsultant shall subcontract any portion of its work under this Agreement.

2. Ownership of Documents

All reproducible materials prepared by CONSULTANT or its subconsultants in connection with this Agreement, alone or in combination with others, on any and all media, in whole or in part, and all copies thereof, whether created before, during, or after the term of this Agreement (collectively, the "Work Product") will be the property of the OWNER.

CONSULTANT shall be allowed to retain copies of all documents included in the Work Product, unless prohibited for reasons of security and as mutually agreed by both parties.

CONSULTANT agrees that written agreements with any and all subconsultants used by CONSULTANT to fulfill CONSULTANT's obligations hereunder shall contain language substantially similar to that of this Subsection to assign OWNER all Work Product by such subconsultants, and to require cooperation with CONSULTANT on the same terms and conditions as set forth herein.

The provisions of this Subsection shall survive the expiration, suspension, abandonment, termination, or completion of this Agreement.

3. **Access to Records**

Full access to the work during the progress of the Services shall be available to the OWNER. CONSULTANT and its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred under this Agreement and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment for Services is made by OWNER to CONSULTANT.

4. **Liability for Damages**

CONSULTANT assumes all risk of loss, damage or destruction to the Work Product, to all of its materials, tools, appliances and property of every description, and for injury to or deaths of its employees or agents arising out of or in connection with the performance of this Agreement, excluding that which occurs due to the acts or failure to act of any third party, and excluding that which is caused by the OWNER.

5. **General Liability Insurance**

- a. **Amounts of Coverage.** CONSULTANT shall procure and maintain at its expense insurance of the kind and in the amounts set forth below by companies authorized to do such business in the State of Indiana covering all Services and related activities performed by CONSULTANT.

<u>Coverage</u>	<u>Limits</u>
a. Workmen's Compensation And Disability	Statutory Requirements
b. Employer's Liability Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee
c. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property Damage, contractual liability, Products-completed operations	\$1,000,000
General Aggregate Limit (other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000

Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$50,000
Medical Expense (any one person)	\$5,000
d. Comprehensive Auto Liability (single Limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	\$1,000,000
Umbrella Excess Liability	\$2,000,000 each Occurrence and
The Deductible on the Umbrella Liability	\$10,000 shall not be more than

- b. Evidence of Insurance. Before commencing its Services, CONSULTANT shall furnish to OWNER a certificate, or certificates, showing that it has complied with this Section VI.5.b, which certificate or certificates, shall also designate OWNER as an additional named insured. Certificate shall include in the comments section of the document verbiage indicating that "The City of Franklin is Additionally Insured". The policies shall not be changed or canceled unless thirty (30) days prior written notice has been given to OWNER.

6. **Worker's Compensation**

CONSULTANT shall be responsible for providing all necessary unemployment and Worker's Compensation Insurance for its employees. CONSULTANT shall provide the OWNER with a certificate of insurance indicating that it has complied with this requirement.

7. **Changes in Work**

- a. Prior Approval. CONSULTANT shall not commence any additional services or change of scope until authorized by OWNER.

- b. Additional Services. Additional services may include, but not be limited to:

- i. Services associated with significant changes in the scope, extent, or character of the portions of the Project required by, but not limited to, changes in scope, complexity or schedule and revisions required by changes in applicable laws and regulations or due to any other causes beyond CONSULTANT's control.

- ii. Preparing to serve or serving as a consultant or witness for OWNER in any litigation or other dispute resolution process related to the Project that does not involve a claim against CONSULTANT or a claim that is based on an alleged act of negligence or breach of contract by CONSULTANT.
- iii. Subject to other provisions of this Agreement, additional or extended services during the Project made necessary by (1) emergencies or Acts of God endangering the Project site, (2) an occurrence of a hazardous environmental condition, (3) damages to OWNER's facilities caused by fire, flood or other cause, (4) acceleration or deceleration of the Schedule involving services beyond normal working hours, (5) significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages and (6) default or failure to perform by other consultants.

8. **Non-Discrimination**

CONSULTANT and its subconsultants, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Services under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

9. **Safety**

- a. **Responsibility.** CONSULTANT shall be directly responsible for the safety requirements and programs applicable to its own employees, its subconsultants and other parties with whom it has contracted to perform Services with respect to the Project.
- b. **Compliance.** CONSULTANT's safety program shall comply with applicable federal, state and local statutes, rules, regulations and ordinances. CONSULTANT shall report to OWNER, in writing, any injury or accident at the Project site involving its employees, its subconsultants or other parties for which it is responsible, within forty-eight (48) hours or a shorter period of time if required by law.
- c. **Notification.** CONSULTANT shall not be responsible for the safety requirements or programs applicable to any other person or entity involved with the Project other than CONSULTANT and its subconsultants.

10. **Independent Contractor**

OWNER and CONSULTANT are acting in an individual capacity in the performance of this Agreement and will not act as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or

construed to be the employees or agents of the other party for any purpose whatsoever. Neither party will assume any liability for any injury (including death) to any persons, nor damage to any property, arising out of the acts or omissions of the agents, employees, or subconsultants of the other party. CONSULTANT shall be responsible for providing all necessary unemployment and worker's compensation insurance for its employees.

11. Indemnification

CONSULTANT agrees to indemnify OWNER, its officials, and employees, and to hold each of them harmless from claims and suits, including court costs, attorney's fees, and other expenses caused by any negligent act, effort or omission of, or by any recklessness or willful misconduct by CONSULTANT, its employees, or subconsultants. CONSULTANT's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated.

12. Notification

All written notices required by this Agreement shall be sent to the parties at the following addresses by certified mail, return receipt:

To OWNER; **City Engineer
70 East Monroe Street
Franklin, Indiana 46124**

To CONSULTANT: **Walker Parking Consultants/Engineers, Inc.
6602 E. 75th Street, Suite 210
Indianapolis, Indiana 46250**

13. Authority to Bind Consultant

CONSULTANT warrants that it has the necessary authority to enter into this Agreement. The signatory for CONSULTANT represents that he/she has been duly authorized to execute this Agreement on behalf of CONSULTANT and has obtained all necessary or applicable approval to make this Agreement fully binding upon CONSULTANT when his/her signature is affixed hereto.

14. Successors and Assignees

This Agreement is binding upon and shall inure to the benefit of OWNER and CONSULTANT and their respective successors and permitted assigns. CONSULTANT shall not assign this Agreement without the written consent of OWNER.

15. Entire Agreement; Amendments

This Agreement and its Appendices, each of which is incorporated herein by reference and made a part of this Agreement, constitutes the entire Agreement of the parties with regard to the subject matter hereof and supersedes all prior discussions or agreements

concerning any subject matter related hereto. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to principles respecting conflicts of laws. Subject to Section 19, any action pursuant to this Agreement shall be brought and tried in a court of competent jurisdiction in Johnson County, Indiana, and each party hereby irrevocably consents to the personal and subject matter jurisdiction of any such court and waives any objection to such jurisdiction and venue.

17. Non-Waiver

It is agreed and acknowledged that no action or failure to act by OWNER or CONSULTANT as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded either of them under this Agreement, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereof, except as may be specifically agreed in writing. No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

18. Invalid Provisions

If any part of this Agreement is later found to be contrary to, prohibited by, or invalid under applicable law, rules or regulations, that provision shall not apply and shall be omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated and shall be given full force and effect insofar as possible.

19. Dispute Resolution

Any dispute arising out of this Agreement that cannot be resolved through informal discussions between the parties, shall be subject to this Section.

- a. The parties agree that the existence of a dispute notwithstanding, the parties shall continue without delay to carry out all of their respective responsibilities under this Agreement.
- b. Should any dispute arise with respect to this Agreement that cannot be resolved through informal discussions between the parties, a party shall serve written notice to the other party outlining the details of the dispute and demanding mediation. No later than twenty (20) days from the date of the notice demanding mediation, the parties shall confer to discuss the selection of the mediator and agree upon other mediation procedures.

- c. Submission of a dispute under this Agreement to a mediation procedure shall be a condition precedent to filing litigation. No litigation shall be initiated by either party unless the mediation has been completed (unsuccessfully) or a party has failed to participate in a mediation procedure.
20. **Employment Eligibility Verification**
CONSULTANT affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.
- CONSULTANT shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, CONSULTANT is not required to participate if CONSULTANT is self-employed and does not employ any employees.
- CONSULTANT shall not knowingly employ or contract with an unauthorized alien. CONSULTANT shall not retain an employee or contract with a person that CONSULTANT subsequently learns is an unauthorized alien.
- CONSULTANT shall require its subconsultants, who perform work under this Agreement, to certify to CONSULTANT that the subconsultant does not knowingly employ or contract with an unauthorized alien and that the subconsultant has enrolled and is participating in the E-Verify program. CONSULTANT agrees to maintain this certification throughout the duration of the term of an agreement with a subconsultant.
- OWNER may terminate for default if CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by OWNER.
21. **No Investment in Iran**
As required by IC 5-22-16.5, CONSULTANT certifies that it is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Agreement and denial of future agreements, as well as an imposition of a civil penalty.

[Signature page follows]

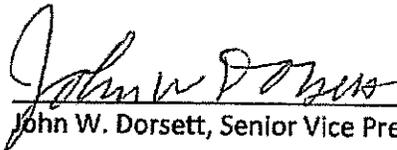
Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears within this Agreement.

In Witness Whereof, the CONSULTANT and the OWNER have, through duly authorized representatives, entered into this Agreement. The parties having read and understand the forgoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof.

**Walker Parking
Consultants/Engineers, Inc.**
(CONSULTANT)

CITY OF FRANKLIN
BOARD OF PUBLIC WORKS AND SAFETY
FRANKLIN, INDIANA
(OWNER)

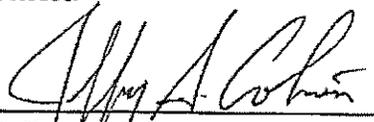

John W. Dorsett, Senior Vice President

Joseph McGuiness, Mayor

Steve Barnett, Member

Robert Swinehamer, Member

Attest:


Jeffrey A. Colvin, Consultant

Attest:

(Signature)

(Print or type name and title)



WALKER
PARKING CONSULTANTS

6602 East 75th Street, Suite 210
Indianapolis, IN 46250

Office: 317.842.6890
Fax: 317.577.6500
www.walkerparking.com

May 29, 2014
Updated August 11, 2014

Travis Underhill, P.E.
Department of Planning & Engineering
City of Franklin
70 E. Monroe Street
Franklin, Indiana 46131

Re: *Proposal for Parking Study*

Dear Mr. Underhill:

Thank you for meeting with me recently to discuss the present and future issues regarding parking in downtown Franklin. Walker Parking Consultants is pleased to submit for your review this proposal for parking consulting services.

The goal of this study is to determine the adequacy (supply vs. demand) of the parking capacity in downtown Franklin today and in the future and to provide options to the city to better manage its parking resources. The information will be used to assist and complement your master planning efforts.

PROJECT APPROACH

Based upon our discussion, we recommend the following phased approach:

- Phase I – Parking Supply/Demand Analysis
- Phase II – Alternatives Analysis

In the first phase, the parking supply/demand analysis will be conducted for the entire study area. The study area is roughly confined to a 20 block area with a boundary of Madison Street to the north, Home Avenue to the east, Wayne Street to the south and Walnut Street to the west. In addition to measuring the overall parking supply and occupancy during a typical day in the downtown area, the analysis will also include measuring parking space turnover in key areas. Current and future conditions will be projected which will pinpoint the actual parking problems in the study area and where potential problems will occur in the future as proposed future developments are brought on-line. This analysis will provide the starting point and baseline from which to develop solutions for mitigating current and future parking problems.

The second phase, Alternatives Analysis, will build upon the knowledge developed in the first phase. This includes actual current parking conditions in the downtown area as well as projected future parking conditions. Alternative solutions for mitigating current

and future parking problems will be developed. The potential solutions will be evaluated and ranked using a weighted-value matrix that will be created mutually with the client. This way, the final selections of preferred alternatives will reflect community parking-related values.

The following scope of services provides a step-by step description of the work we propose to perform for this parking needs assessment.

SCOPE OF SERVICES

PHASE 1 – PARKING SUPPLY/DEMAND ANALYSIS:

1. Conduct a project start-up meeting where the objectives, project understanding, study area, lines of communication, and project schedule would be confirmed;
2. Conduct the following data collection activities:
 - a. Use existing downtown plan data, meeting notes and stakeholder notes;
 - b. An inventory of parking spaces located within the study area;
 - c. Usage study of parking spaces taken during the following time periods: weekdays from 9 a.m. to 3 p.m., and one count after 6 p.m. if needed;
 - d. A license plate survey of selected time restricted spaces to determine the user turnover and duration characteristics;
 - e. Meetings with city representatives, county representatives, and developers to quantify future development plans and the timing of these plans.
3. Review the current mix and distribution of both public and private parking facilities.
4. Develop parking demand model based upon existing parking inventory, observed parking usage, and real estate development plans.
5. Determine current and future parking adequacy by comparing parking demand with available parking supply on a block-by-block basis.
6. Meet with city staff to discuss progress.
7. This Phase will be completed within 30-60 days from authorization to proceed.
8. Two on-site meetings are planned for this phase.

PHASE 2 – ALTERNATIVES ANALYSIS

1. Identify if alternative on- and off-street solutions to meet the needs of the area within reasonable walking distance exist.
2. Review existing vehicular and pedestrian access and circulation patterns for their relationship to existing and proposed parking generators and the parking supply.



3. Determine whether the opportunity for restriping and/or making efficiency improvements exists to increase the parking supply.
4. Determine any possibilities of expanding existing parking facilities to meet area parking needs identified in Task 1.
5. Determine conceptual construction and project costs for each of the alternatives including estimated operational expenses to enable a comparison of the costs of each alternative.
6. Meet with city representatives to discuss findings developed in Task 2.

PROFESSIONAL FEE

Walker will perform the work described herein on a lump sum plus reimbursable expense basis in accordance with the attached General Conditions of Agreement. The fee for Phase I and II is \$18,500.00 (excluding customary reimbursable expenses).

Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. Reimbursable expenses will not exceed \$500, unless authorized by the City.

This proposal is valid for 30 days.

Sincerely,

WALKER PARKING CONSULTANTS

A handwritten signature in black ink that reads "Jeffrey A. Colvin".

Jeffrey A. Colvin, AICP
Parking Consultant

Enclosures: *General Conditions of Agreement for Consulting Services*

GENERAL CONDITIONS OF AGREEMENT

FOR CONSULTING SERVICES



WALKER
PARKING CONSULTANTS

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SERVICES

Walker Parking Consultants ("WALKER") will provide the CLIENT professional services that are limited to the work described in the attached letter ("the services"). Any additional services requested will be provided at our standard hourly rates or for a mutually agreed lump sum fee. The services are provided solely in accordance with written information and documents supplied by the CLIENT, and are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT. No third-party beneficiary is contemplated. All documents prepared or provided by WALKER are its instruments of service, and any use for modifications or extensions of this work, for new projects, or for completion of this project by others without WALKER's specific written consent will be at CLIENT's sole risk.

PAYMENT FOR SERVICES

~~Prior to commencement of services the CLIENT agrees to make an Initial Payment to WALKER in an amount equal to 20% of the total fee or as stated in the attached letter. This amount will be credited to the last invoice(s) sent to the CLIENT. WALKER will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice. If for any reason the CLIENT does not deliver payment to WALKER within thirty (30) days of date of invoice, WALKER may, at its option, suspend or withhold services. The CLIENT agrees to pay WALKER a monthly late charge of one and one half percent (1 ½%) per month of any unpaid balance of the invoice.~~

STANDARD OF CARE

WALKER will perform the services in accordance with generally accepted standards of the profession using applicable building codes in effect at time of execution of this Agreement. WALKER's liability caused by its acts, errors or omissions shall be limited to the fee or \$10,000, whichever is greater.

Any estimates or projections provided by WALKER will be premised in part upon assumptions provided by the CLIENT. WALKER will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, WALKER makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

PERIOD OF SERVICE

Services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty (30) days after final documents are delivered to the CLIENT.