

SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **City of Noblesville, Indiana, a municipal corporation** (hereinafter referred to as "City") and Kimley-Horn and Associates, Inc. (hereinafter referred to as "Contractor"), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.1 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the **Exhibit A** attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

- 2.1 Contractor shall provide services as specified in **Exhibit A**, attached hereto and incorporated into this Agreement.

SECTION III. TERM

- 3.1 The term of this Agreement shall begin upon execution and terminate 12/31/2024, ("Termination Date") unless terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A**. Compensation shall not exceed \$140,000.

- 4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

SECTION V. GENERAL PROVISIONS

- 5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.2 Subcontracting.
Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.3 Necessary Documentation. N/A
- 5.4 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.
- 5.5 Ownership.
- 5.5.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.
- 5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City's request, Contractor will execute all documents reasonably required to

confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability:	\$500,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.

5.7 Termination for Cause or Convenience.

- 5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.
- 5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.
- 5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.7.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.
- 5.7.5 The Contractor shall have the right to terminate this Agreement upon material breach by City of any of its obligations under this Agreement in whole or in part, in writing, provided that City shall be given (1) not less than ten (10) calendar days written notice of Contractor's intent to terminate, and (2) an opportunity for consultation with Contractor and an opportunity to cure prior to termination. In

the event of such termination, the Contractor shall be paid for all services performed up to the effective date of the termination and all damages, if any, resulting from the City's breach of this Agreement.

- 5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.
- 5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them ("Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and court costs and other expenses, to the extent caused by any negligent acts, errors, or omissions of the Work. The Contractor's indemnification under this Section shall survive both final payment and the termination of this Agreement.
- 5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:
Kimley-Horn
Attn: Drew Wolfred
500 E. 96th Street, Suite 300
Indianapolis, IN 46240

To City:
City of Noblesville
Attn: Jim Hellmann
16 S. 10th Street
Noblesville, IN 46060

Courtesy Copy:
City Attorney
16 S. 10th Street
Noblesville, IN 46060

- 5.11 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall

be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.

- 5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 5.13 Conflict of Interest.
- 5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.
- 5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.
- 5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.16 Applicable Laws: Forum.
- 5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the

Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.

5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

- 5.17 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.22 Debarment and Suspension
- 5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

- 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.
- 5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
- 5.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- 5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.23, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
- 5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.
- 5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.23, Contractor may terminate its contract with the subcontractor for such violation.
- 5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming

Contractors enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

KIMLEY-HORN & ASSOCIATES, INC. ("Contractor")

By: 

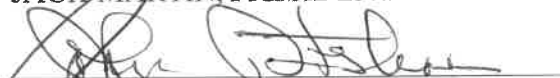
Date: 12-14-23

Printed: BRYAN A. SHEWARD, P.E.

Title: VICE PRESIDENT


Approved by the Board of Public Works and Safety of the City of Noblesville this 19th day of December 2023.


JACK MARTIN, PRESIDENT



JOHN DITSLEAR, MEMBER


LAURIE DYER, MEMBER


ROBERT J. ELMER, MEMBER


RICK L. TAYLOR, MEMBER

ATTEST:


EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): KIMLEY - HORN AND ASSOCIATES, INC.

By (Written Signature): 

(Printed Name): BRYAN A. SHEWARD, P.E.

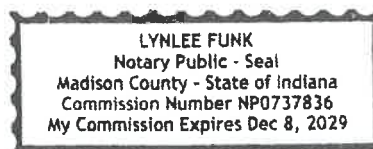
(Title): VICE PRESIDENT

Important - Notary Signature and Seal Required in the Space Below

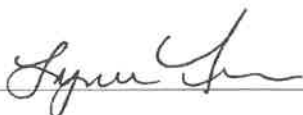
STATE OF Indiana

SS:

COUNTY OF Hamilton



Subscribed and sworn to before me this 14th day of December, 2023.

My commission expires: December 8, 2029 (Signed) 

a. Residing in Madison County, State of Indiana

Exhibit A - Noblesville Downtown Parking Study

PHASE 1. DATA COLLECTION + REVIEW

Task 1.1 – City Data Review

Kimley-Horn will review available information and data, adopted policies, and plans that impact parking conditions provided by the City. Based on initial discussions, parking data will specifically include an inventory of public parking capacity, hourly entry/exit data for select locations (i.e., Levinson Garage, Gold Lot, Orange Lot, and on-street locations) as reported by Denison Parking, past parking studies (2009 and 2015), GIS info, the City's Parking Ordinance (Article 10), and other relevant data. Based on this review, Kimley-Horn will prepare a brief summary memorandum highlighting the data provided, how it can be used going forward with subsequent parking evaluation tasks.

Deliverable: Information Review Summary Memo

Task 1.2 – Parking Data Collection

Building off the data provided in Task 1, Kimley-Horn will confirm inventory of publicly available parking spaces (on and off-street) within the area generally bounded by Wayne Street on the north, 12th Street and 9th Street on the east, Cherry Street and Pleasant Street on the south, and 5th Street and the White River on the west. See Figure 1 for a map of the downtown and the limits of this parking inventory outlined in a black skip line. All parking spaces will be organized by street and block, ownership (public and private), and designation (e.g., standard, accessible, etc.) with noted regulations, time restrictions, and other attributes. Other curbside zones, such as valet, loading, and no parking will also be documented along with parking-related wayfinding and regulatory signs/markings. The current parking inventory will be mapped and summarized in table formats.

To quantify current use of the area's public parking resources, Kimley-Horn will perform parking utilization counts on two days (one weekday and one Saturday) to reflect the varying characteristics and demand levels throughout downtown on both a typical weekday and weekend day. Specific dates for the parking counts will be coordinated with City staff. The number of occupied spaces will be counted hourly each day as outlined below:

- Weekday: 10:00 AM start with the last circuit beginning at 8:00 PM
- Saturday: 10:00 AM start with the last circuit beginning at 10:00 PM

This time period is expected to cover the spectrum of peak demands associated with downtown restaurants, shops, City services, and office workers. The parking utilization data will be summarized by time of day, parking lot/deck location, and space designation.

In addition to parking utilization counts, turnover counts will also be performed at key locations to quantify the frequency of use and length of stay for each inventoried space (specific block faces and/or lots to be coordinated with City staff). Observations during the parking data collection periods regarding traffic circulation patterns, pedestrian routes, and other relevant characteristics will also be noted. Resulting parking utilization data and key takeaways will be summarized graphically using maps, tables, graphs, and other formats to share with stakeholders and the community.

Deliverable: Parking Inventory, Utilization, and Turnover Summary Maps, Tables, and Graphs

Task 1.3 – Stakeholder Coordination

Kimley-Horn will facilitate focus group discussions with downtown stakeholder groups comprised of participants representing City staff, downtown businesses and property owners, Riverview Hospital, Noblesville Main Street, residents, the Police Department, and other organizations identified by the City. Specific participants and groups will be paired by common interests and identified in coordination with City staff. The focus group discussions will be organized as multiple in-person roundtable sessions and to the extent feasible, the meetings will be scheduled on the same day.

Discussion prompts and questions will be oriented to solicit input from key stakeholders invested in downtown's success regarding current parking conditions, regulations, enforcement, and other considerations based on their collective perspectives. Additionally, potential plans and vision for respective development programs within each project sub area will be solicited. A summary of input received during these meetings will be provided afterwards for City staff review.

Deliverable: Stakeholder Focus Group Meetings with Prep Outline and Input Summary

PHASE 2. PARKING ANALYSIS

Task 2.1 – Shared Use Parking Analysis

Based on the potential development program, identified in coordination with and confirmed by the City of Noblesville, within each area sub area illustrated in Figure 1, Kimley-Horn will prepare to develop parking demand estimates for a typical weekday and Saturday. Hourly parking projections will reflect demand rates and both day-of-week and time-of-day distribution factors referenced in the Urban Land Institute's (ULI's) *Shared Parking, 3rd Edition* and other industry resources. These parking projections will reflect the collective variations in daily parking demands for each use's unique characteristics.

Parking projections for a typical weekday and Saturday will be summarized hourly and categorized by user group (e.g., employee, customer). The collective peak period for each sub area, accounting for each use's unique hourly distribution of parking demand, will be highlighted and combined with the utilization counts collected in Phase 1 as a basis for analysis.

Kimley-Horn will prepare a future parking demand analysis for up to two (2) redevelopment programs within each sub area. Modifications to the redevelopment programs made after this task has been authorized will require an amendment to this Agreement.

Deliverable: Summary of Development Programs by Sub Area

Summary of Projected Shared Parking Demand by Sub Area

Task 2.2 – Downtown District Development Parcels

In coordination with the City, Kimley-Horn will identify potential development opportunities and associated development programs for key parcels in the downtown area. For each site, parking projections will be estimated and summarized based on location; time-of-day factors, and references to data published in ULI's *Shared Parking, 3rd Edition* and other industry resources.

Deliverable: Summary of Development Programs for the Downtown District Development Parcels

Summary of Projected Shared Parking Demand within the District

Task 2.3 – Evaluation of Parking Needs by Zone

Projected future parking demand will be compared to the existing and planned parking capacities within each respective sub area. Kimley-Horn will evaluate the ability of the sub area to support anticipated parking demand and will identify the resulting surplus or deficit of available spaces.

In order to complete this task, the City and stakeholders must provide the redevelopment programs for each study sub area, including the proposed land uses, density, and any provisions for parking.

Deliverable: Summary of Parking Utilization and Surplus/Deficit for the Downtown District and each Sub Area, including tables, narratives, and exhibits

Task 2.4 – Parking Ordinance and Policy Review

Kimley-Horn will review the City's Parking Ordinance with particular focus on its application within the Downtown District and the identified sub areas. This assessment will include a comparison of the City's parking requirements and related policies to at least five (5) peer communities (to be identified in coordination with City staff) as well as national best practices. The comparison will be organized as a matrix with supporting narratives highlighting potential modifications for consideration by the City. This review will include:

- Use of minimum and maximum parking requirements
- Key variables referenced in parking requirements and alternative approaches to calculation of requirements
- Design standards relative to comparable communities and national best practices
- Programs and allowances for shared parking, parking impact fees, in-lieu fees, and other appropriate programs/policies that seek to right-size and balance parking provisions while promoting good design and highest/best use of land in constrained areas.

Deliverable: Summary of Ordinance Review and Peer Community Matrix

Task 2.5 – Parking Policy Regarding Parking Impact Fee / In-Lieu Fee

A focused element of the analysis phase includes the exploration of parking policies that pool funds for ongoing support of implementation and maintenance of publicly available parking for the community. In addition to outlining the parameters of such programs, the relative benefits and challenges associated with instituting and maintaining parking impact fees, in-lieu fees, or other similar programs will be summarized. To the extent feasible, a draft ordinance revision will be prepared for City staff to review.

Deliverable: Benefits and Challenges Overview for Parking Impact Fees and Other Similar Programs

PHASE 3. RECOMMENDATIONS

Task 3.1 – Sub Area Parking Needs

Referencing the assessment of existing parking conditions, forecasting future demands, considering potential changes to parking capacity, and input received through stakeholder engagement, Kimley-Horn will identify a range of strategies to address current needs, respond to future demands, and support the upward trajectory of the Downtown area and future development within the identified sub areas. Based on our experience with similar studies, we anticipate recommendations to largely focus on addressing the following:

Parking Capacity: Based on the review of existing and future parking conditions, where needed, potential locations will be identified for new on- and off-street publicly available parking. Opportunities for public/private partnerships with future development sites will be considered in the review of future parking locations. Kimley-Horn will assess the planning-level feasibility, if appropriate, for potential parking garage or surface lot locations.

Demand Management: Adjustments to parking regulations for both on- and off-street facilities may be recommended. For on-street facilities, recommendations to address all curbside activity (e.g., valet, loading/deliveries, time-limited spaces, and passenger pick-up/drop-off) will be included to provide a comprehensive approach to resident, visitor, and employee access. The parking restrictions will be location-specific and may vary based on user group, current demand, adjacent land uses, and future demand forecasting.

Emerging Technologies: The parking industry is rapidly changing and leveraging new and emerging technologies. Kimley-Horn will identify appropriate technology solutions and applications for the City, outlining benefits and potential limitations and tradeoffs. Recommended technologies may include solutions to address how users find parking through mobile apps, parking enforcement, and how the parking system is monitored and adjusted over time. Planning-level cost estimates will be included in these technology recommendations.

EV Charging: Kimley-Horn will outline implementation strategies for additional rollout of EV charging stations and key planning considerations, time limitations, and design considerations for both on- and off-street locations. We will help to assess current experiences thus far from the City and supplement with best practices on a phased approach to continued deployment and recommendations for EV charging. Planning-level cost estimates and funding options can be prepared as part of this assessment.

Signage: Coupled with technology recommendations, Kimley-Horn will identify options for signage to clearly inform and guide users to preferred and available parking locations. This will include a map of key locations and messaging for recommended signage, integration of potential technology solutions, and a summary of best practices. Planning-level cost estimates will be provided for the signage recommendations.

Enforcement: Parking enforcement is a necessary function of any well-run parking program. The necessary policies, procedures, and tools need to be in place for enforcement to ensure broad compliance with its regulations and preserve access to residents, businesses, and visitors. As needed, following engagement with Police Department representatives and review of parking turnover data relative to posted time restrictions, a level of potential enforcement adjustments would be highlighted. Recent industry trends involving parking enforcement personnel serving as community ambassadors and that provide education and awareness of

parking rules in addition to issuing parking citations are just one option that can be explored. Kimley-Horn will recommend industry best practice policies tailored to the unique conditions found in the study area.

Task 3.2 – Ordinance and Policy Recommendations

Based on the findings from Tasks 2.4 and 2.5 in this scope of work, Kimley-Horn will identify ordinance updates and policy recommendations for the City to consider.

PHASE 4. DOCUMENTATION AND MEETINGS

Task 4.1 – Report

Based upon the above scope phases and tasks, Kimley-Horn will prepare a technical report, with appropriate tables and graphics, documenting the study methodology, observations, evaluations, and key findings.

Draft copies of the report will be provided to the Client for review prior to finalizing the study for submittal to Noblesville's Board of Public Works and Safety

Task 4.2 – Project Meetings

Project meetings will be needed with the City of Noblesville's Engineering Staff, the City's Planning Staff, other City departments, other stakeholder meetings not specifically noted in Task 1.3, as well as potentially the City's Common Council and the Board of Public Works and Safety.

The overall number of project meetings and their duration are unknown at this time. However for budgeting reasons it is assumed that there will be up to eight (8) meetings held during the length of this project and up to two (2) Kimley-Horn representatives will participate in each. Kimley-Horn will be available to attend and actively participate in additional meetings and hearings upon Client request, document, and bill this service on an hourly time-and-materials basis according to then-current hourly rates.

Schedule

Based upon the above scope phases and tasks, Kimley-Horn will provide our services as expeditiously as practicable with the goal of meeting the proposed schedule outlined in Figure 2.

Fee

Kimley-Horn will perform the Services in Phases 1 - 4 on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates (See Figure 3).

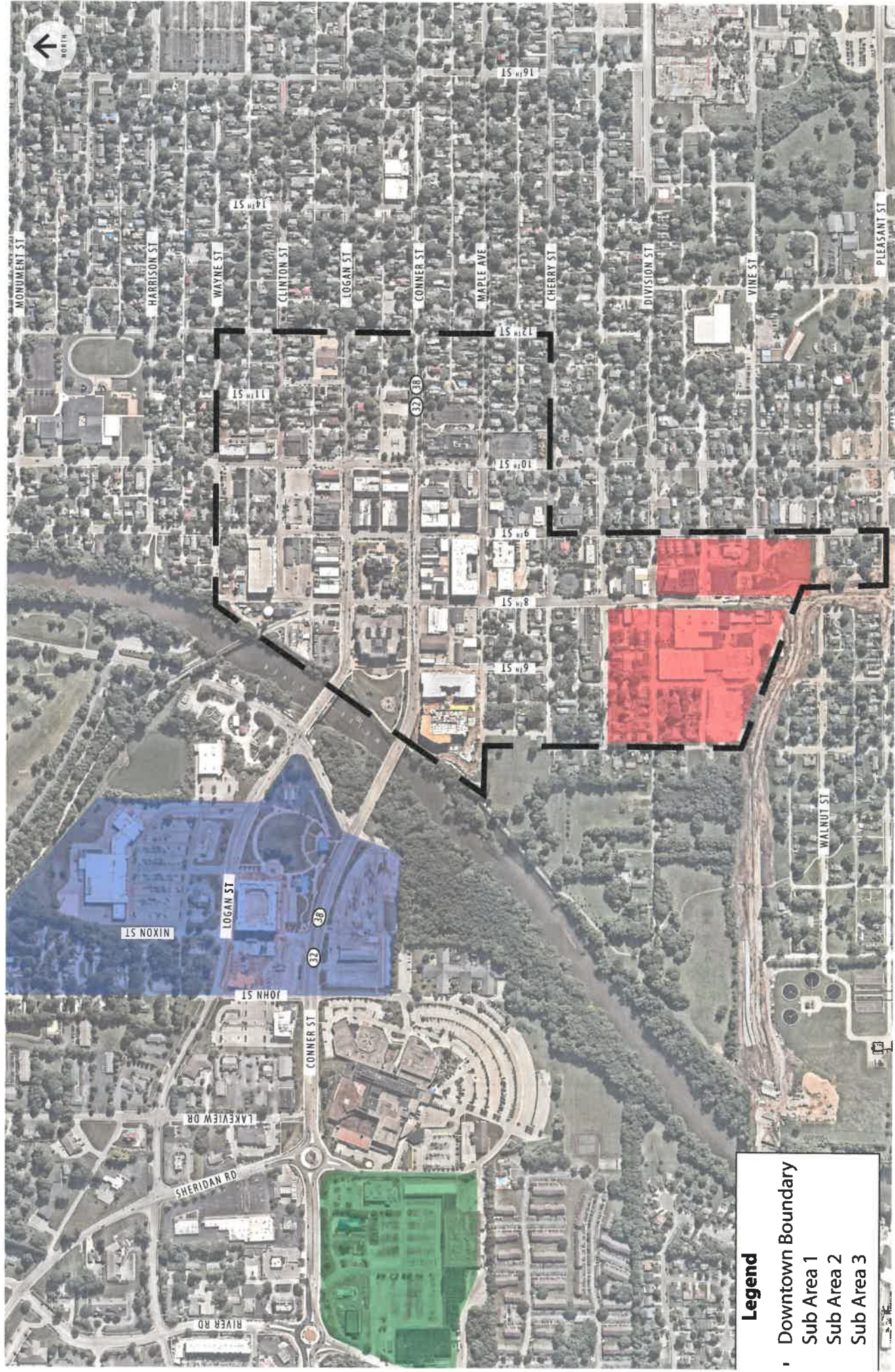
Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen (15%) markup, will be immediately issued to and paid by the Client.

Based on current information, Kimley-Horn estimates that labor fees will be approximately \$140,000 as outlined below.

Phase 1. Data collection + review	\$47,000
Phase 2. Parking analysis	\$37,000
Phase 3. Recommendations	\$16,000
<u>Phase 4. Documentation and meetings</u>	<u>\$40,000</u>
Total	\$140,000

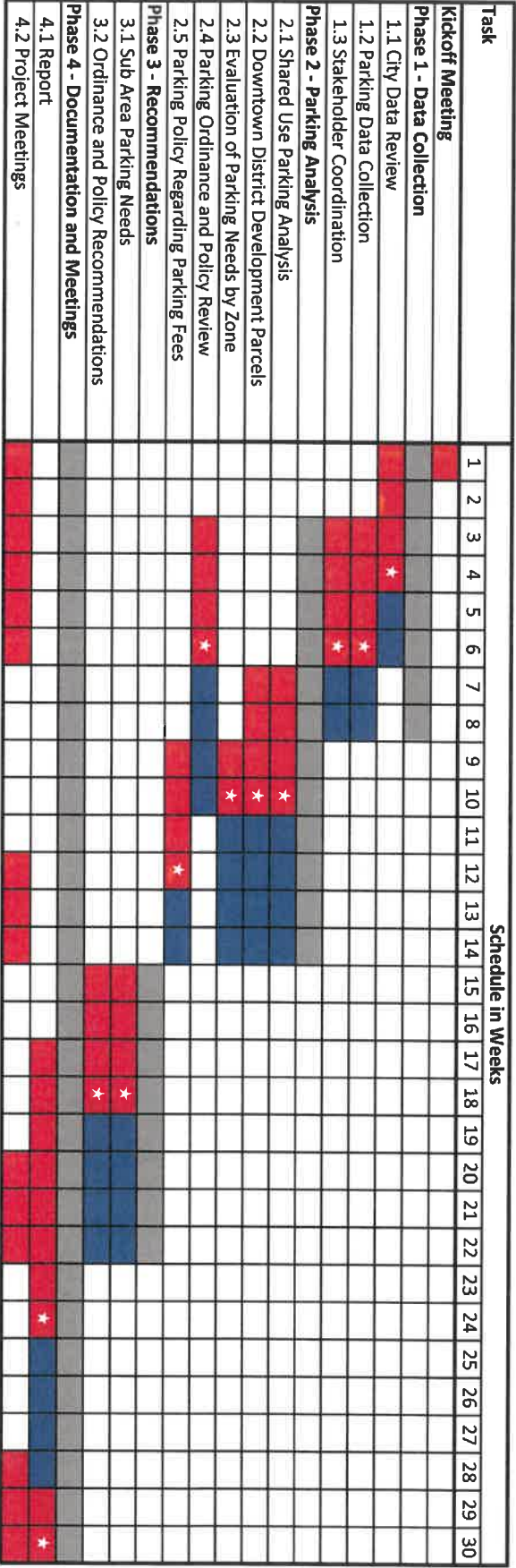
Fee estimates in this Agreement are for general budgeting purposes only. Actual fees may be less or more than the estimates.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.



- Legend**
- Downtown Boundary
 - Sub Area 1
 - Sub Area 2
 - Sub Area 3

Figure 2 - Proposed Study Schedule



NOTES:

- 1. Project Schedule is subject to meeting dates, holidays, and the availability of City of Noblesville Staff and Stakeholders for timely review and feedback.
- 2. The data collection is planned to occur on dates coordinated with City Staff and no earlier than January 2024 after the holiday season and school vacations to avoid atypical parking demands. Kimley-Horn will coordinate with City Staff to determine appropriate seasonal adjustment factors for parking counts

Legend:

Phase Length

Kimley-Horn tasks

Kimley-Horn deliverable

City of Noblesville review

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst	\$140 - \$185
Professional	\$180 - \$240
Senior Professional I	\$235 - \$320
Senior Professional II	\$310 - \$340
Senior Technical Support	\$150 - \$250
Support Staff	\$105 - \$135
Technical Support	\$135 - \$165

Effective through December 31, 2023

Subject to adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/7/2023

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 Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com	FAX (A/C, No): 7702207699
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	KIMCLASS	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : National Union Fire Ins Co of Pittsburg		19445
INSURER B : Allied World Assurance Co (U.S.) Inc.		19489
INSURER C : New Hampshire Insurance Company		23841
INSURER D : Lloyd's of London		85202
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1995017956

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GL5268169	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489663 CA2970071	4/1/2023 4/1/2023	4/1/2024 4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03127930	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC015893685 (AOS) WC015893686 (CA)	4/1/2023 4/1/2023	4/1/2024 4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			B0146LDUSA2304949	4/1/2023	4/1/2024	Per Claim Aggregate \$2,000,000 \$2,000,000

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

Re: Noblesville Downtown Parking Study; Drew Wolfred. The City is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Noblesville
16 S. 10th Street
Noblesville IN 46060

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

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