



July 20, 2022

Proposal / Agreement for Design and Planning Services for the

Park and Recreation Zone Improvement Plan Update

For Park and Recreation Department, Town of McCordsville, Indiana

This agreement defines the scope of Design and Planning Services

Between the Client: **Town of McCordsville** (hereinafter referred to as Client)

Attn.: Mr. Tim Gropp, Town Manager, Town of McCordsville,
6280 W 800 N, McCordsville, IN 46055

and the Landscape Architect: **Lehman & Lehman, Inc.** (hereinafter referred to as Landscape Architect)
510 Lincolnway East, Suite C, Mishawaka, IN 46544

for the following project: **Park and Recreation Zone Improvement Plan and Ordinance**

As a follow-up to our recent communications, *Lehman & Lehman, Inc.* is pleased to submit this Letter of Agreement to the Town of McCordsville for your consideration in conducting a Recreation Impact Fees (RIF) Study Update and related Ordinance. Our understanding is the Town desires to update its RIF ordinance based on the projections of annexation, residential growth and the potential of adjustments in the recreation infrastructure components used in the calculations of the recreation impact fee.

As you know, Recreation Impact Fee studies / ordinances establish the basis of Community Level of Service of recreational infrastructure components. Impact fee revenues are collected from new residential growth and are mandated to be applied to maintain recreation infrastructure based on standards of the community. This relieves the burden on the current Town residents to maintain this additional recreational infrastructure.

We share your excitement for the opportunities you have in forecasting this revenue source for maintaining a community level of service for the Town of McCordsville. Aspects of this recreation impact fee study will solidify a future revenue strategy as the Town's growth continues. Our approach and experience throughout the state in assisting communities with their zone infrastructure improvement plan (Recreation Impact Fee Studies) continues to aid those communities in providing a revenue structure in maintaining the quality of life component found in their park systems.

We look forward to this opportunity to again partner with you in the visioning process of this unique project.

Sincerely,

Charles F. Lehman, ASLA, PLA, FRSA
President / CEO, *Lehman & Lehman, Inc.*

Defining the Project

The Town of McCordsville, over the last several years, has experienced new growth through the promotion of quality of life to the citizens of McCordsville. The Town continues the promotion of quality of life to the citizens of McCordsville in facilities and services. With the anticipated growth via annexation plans and development strategies it is anticipated that the future holds potential for substantial residential growth forecasts by the Town and the development community. The Park Department carries a high standard of providing quality parks and open space, recreation programs and facilities for the use and enjoyment of the community. McCordsville is a destination point for many people, families and businesses to live, work and play.

The Recreation Impact Fee study process typically takes approximately 4 to 6 months to process and after approval of the new Ordinance the Town will need to wait an additional 6 months before collecting any Impact Fees from the new Ordinance. Following the project schedule, noted herein, the Town will be able to continue to collect from its current RIF Ordinance until the 6-month waiting period of the new ordinance becomes effective.


With the anticipated increase in growth projections by the Town the task of maintaining and expanding the recreation infrastructure will continue to be a challenge to fund and develop. The State of Indiana has developed a State Code (IC #36-7-4-1300) permitting municipalities to create a Recreation Zone Infrastructure Impact Fee to shift part of the cost of new and expanded park facilities from the community at large to the new developments that are generating the need for those new and expanded facilities. Impact fees, however, cannot be used to finance improvements needed to overcome existing deficiencies in park facilities.

- 1) The legislation stipulates that:
 - a) An Impact Fee Advisory Committee be appointed
 - b) An Impact Fee Zone be established
 - c) An Infrastructure Improvement plan be prepared
 - d) An Impact Fee Review Board be appointed and
 - e) An Impact Fee be determined
- 2) The process of this study will perform the following steps:
 - a) Establish an Impact Fee Advisory Committee to assist the Landscape Architect.
 - b) Define the Impact Zone (the area of which the impact fee will serve).
 - c) Update the current population of the impact zone and forecast 10-year projections. Also apply the same to the housing types and building permits history and related 10-year forecasts.
 - d) Update the current infrastructure inventory of recreation elements, facilities, etc. and determine the current level of service.
 - e) Review and update the recreation standards for elements and determine community level of service.
 - f) Based on the community level of service, calculate the current deficiencies, using the current population, and the future infrastructure needs based on ten (10) year population projections.
 - g) Determine the costs and funding strategies for current recreation deficiencies and future population needs. (Note: Recreation Impact Fees cannot be used to fund current deficiencies).
 - h) Establish the Recreation Impact Fee for the Town based on projected growth and community level of service. *[RIF FORMULA: RECREATION IMPACT FEE = IMPACT COSTS (MINUS) NON-LOCAL REVENUES (MINUS) IMPACT DEDUCTIONS (DIVIDED) 10-YEAR NEW RESIDENTIAL BUILDING PERMITS].*

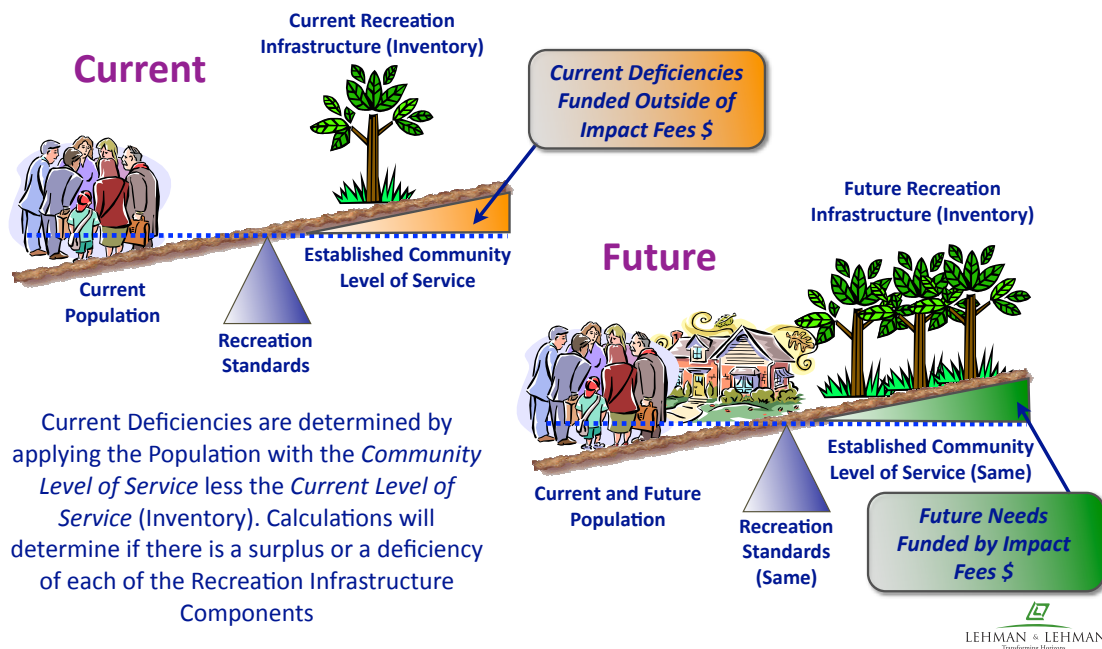
- i) Prepare a Zone Improvement Plan.
 - j) Recommendations to the Park Board and the Plan Commission.
 - k) Ordinance for Town Council's Review and Adoption.
- 3) Recreation Impact Fees will be projected for a ten (10) year period. The impact fees may not be collected for more than five years without another review and update of the infrastructure improvement plan and a new related ordinance.
- 4) The Recreation Impact Fee Study / Ordinance along with other related Plans will potentially allow for planning efficiencies by having these plans done simultaneously. Much of the goals and Community Level of Service Standards for the recreation impact fee study will have application to the Town's Comprehensive Plan, Park's Five-Year Plan, etc.

Recreation Infrastructure Impact Fees Study Professional Services

Lehman & Lehman, Inc. will provide the services listed below for the Recreation Impact Fees Study:

- 1) **Recreation Impact Fee Advisory Committee** – Establish the appointed Recreation Impact Fee Advisory Committee as defined by the Indiana Code. This will include not less than five (5) and not more than ten (10) members with at least forty percent (40%) of the membership representing the development, building, or real estate industries. It is recommended that representation of the Park Board, Town Council and Town staff also be part of this Advisory Committee. The Landscape Architect has valued for up to three (3) work sessions / meetings with the Advisory Committee.
 - 2) **Recreation Impact Fee Zone** – Determination of the Recreation Impact Fee Zone will be one of the first orders of business with the Advisory Committee and Landscape Architect. It is recommended that the Zone be made up of the same area under planning oversight of the Town. This may include areas outside of the Town Limits (surrounding Townships). This Zone will be documented on a CAD generated base map that will be used as part of this study.
 - 3) **Population Trends and Projections** – Determination of the changes in population of the Impact Fee Zone since the 2020 Census documenting population trend changes and projecting a ten-year population forecast. Census information along with Town/County information will be used for this analysis.
 - 4) **Building Development Trends and Projections** – The Town will provide the Landscape Architect with historic residential building statistics for the last five to ten years. This information will be broken into residential types, if they exist, (single family, multi-family apartments, condos, duplexes, mobile homes, etc.)
 - 5) **Recreation Infrastructure Inventory** – Conduct an inventory of current recreation components that will make up the recreation infrastructure for this study. Discussion will also focus on what new recreational components should be added to this listing to further enhance the recreation infrastructure of the system. These new components could include aquatics, trails and pathways, extreme sports, maintenance centers, etc. These added components will also be inventoried.
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- 6) **Recreation Infrastructure Standards** – Development of Recreation Standards will be discussed and established by the Advisory Committee, the Town, and the Landscape Architect. Current recreation standards from the Park Master Plan will be reviewed and possibly revised through this study. New standards will be established for new recreation components. Further planning and study may be required (as part of this Agreement) to examine the feasibility and application of new recreation components and their related standards for the Town of McCordsville.
- 7) **Infrastructure Inventory and Deficiency Analysis** – With the defined infrastructure improvement zone the Landscape Architect will review the findings of the Park and Recreation Master Plan Update study to confirm the inventory of park and recreation facilities, the park and recreation facility standards (i.e. how much land, or facilities, per person is deemed standard for the Town), and the analysis of current surpluses or deficiencies based on the current populations and the infrastructure inventory. The population growth projections for the next 5 and 10-year periods for the Town will be analyzed and applied to the park and recreation facility standards to determine projected surpluses or deficiencies. It should be noted that recreation impact fees cannot be used to finance improvements needed to overcome existing deficiencies in park facilities.




- 8) **Infrastructure Improvement Plan and Impact Fee Established** – The final product of this study will be the recreation infrastructure improvement plan which examines the existing park facilities and determines the costs to 1) overcome existing deficiencies and 2) meet future needs according to community level of service standards. The accumulated costs for future deficiencies will determine the established recreation impact fee.
- 9) **Assistance in the development of Town Ordinance** – The Landscape Architect will work with the Town staff in providing the Town with sample recreation impact fee ordinances for the Town's use. Legal interpretation and language will not be part of the Landscape Architect's services.

- 10) **Public Presentations** – The Landscape Architect anticipates meeting with the Park Board, Plan Commission, and Town Council to provide in-progress and final presentations of this study and recommendations. Up to Four (4) meetings have been valued for in this Agreement. Additional services may be required for additional meetings or presentations.
- 11) **Impact Fee Review Board** – As required in the Indiana Code, the Town will establish an Impact Fee Review Board, consisting of citizens, as part of the Impact Fee Ordinance. The Indiana Code requires that this Board include one real estate broker and one professional engineer, both licensed in the State of Indiana, and one certified public accountant.
- 12) The state code requires that a Professional Engineer review the Recreation Impact Fee Study process, its findings, recommendations and documentation. As preferred by other municipalities, it is assumed the Town's Engineer, or a Professional Engineer representing the Town, will serve in this capacity.
- 13) According to the Indiana Code municipalities can use Recreation Impact Fee collections to reimburse the costs of the preparation of the Recreation Impact Fee Study and Ordinance.

It should be noted that design and technical assistance provided by the Landscape Architect would be conceptual and diagrammatic in nature in this phase of the study. It is the Landscape Architect's intent to provide planning and process guidance and coordination along with the recommendations for master planning and development implementation of the Recreation Impact Fee ordinance. It is not the intent of the Landscape Architect to prepare technical working drawings for construction purposes under this Agreement.

THE CLIENT/TOWN WILL BE RESPONSIBLE FOR THE FOLLOWING:

The **Client/Town** will be responsible for the following during the Project's Process:

- 1) Assemble members, following the guidelines of the State Code, to serve on the Recreation Impact Fee Advisory Committee to work with the Landscape Architect.
 - 2) Provide site plans, aerial photographs, zoning plans, CAD formatted street plans, GIS plans, utility plans, anticipated development plans, annexation plans and strategies, etc. for the Landscape Architect's use in preparing necessary base maps of all of the study areas.
 - 3) Provide the Current Town (boundaries) and Comprehensive Land area mapping all in CAD (.dwg) format with layers of streets, current zoning, future zoning, water features, floodplain limits, existing and proposed alternative transportation routes, and other relative planning layers.
 - 4) Provide the Subdivision locations and names with the quantity of available new residential units in each existing development. Also provide the New / Proposed Residential Developments with their names, quantities and type of residential units in each development. If available from the developer, provide their schedule for development implementation.
 - 5) Details of the proposed Annexation plan that would include current residential developments, related zoning, implementation schedules, etc.
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- 6) Collect the inventory of current recreation infrastructure within the Parks System and the recreation infrastructure that are not part of the park system but facilities that could have public access and could be considered part of the current level of service to the community.
- 7) Information from previous years of development history including data on residential building permits for all residential types going back as far as 10 years.
- 8) Share with the Landscape Architect statistical information on the current and proposed/planned residential developments of the Town and the forecasts of potential residential development areas projected to occur within and around the Town.
- 9) Copies of the Town's Comprehensive Plan and Growth Strategies, Town and Township infrastructure plans, Development Corridor Plans, Zoning and Growth / Annexation Plans, previous five-year budgets for the Park Department, in particular the Department's Capital Improvement activities.
- 10) Arrange for and establish times and meeting locations for the Committee and Landscape Architect.
- 11) Existing development strategies carried forward, by the Town, regarding the trails, pathways, development and planning, etc.
- 12) Since the Landscape Architect is not a legal advisor nor an attorney, the Client/Town will be responsible for any legal interpretation of State Code IC #36-7-4-1300 as it applies to the Town of McCordsville in the formation and implementation of related recreation impact fee ordinance and any related updates.

Tentative Time Schedule

The following time schedule is tentative yet can be used as a guide. After our initial meeting a more defined time schedule can be established.

MONTH	ACTIVITY	NOTES
1. August / September	Contract approval, start the data collection. Establish Infrastructure RIF Advisory Committee, establish base maps, and define the impact fee zone.	Negotiate Agreement and Scope of Services
2. September / October	Meeting with the Infrastructure RIF Advisory Committee, establish goals and objectives, define work tasks and schedules. Review the existing inventory of recreation infrastructure and population projections, data analysis, and clarify recreation standards for McCordsville.	Monthly Progress Report
3. October / November	Work session with the Advisory Committee to discuss findings and impacts of proposed developments. Analyze the deficiencies studying both current and future deficiencies.	Monthly Progress Report
4. November / December	Prepare recreation infrastructure cost estimates; generate the recreation infrastructure improvement plan along with the determined recreation impact fee.	Monthly Progress Report...Identify priorities, costs, & funding

5. January / February	Finalize the Recreation Impact Fee Study, present to the Park Board and Town Council with recommendations and the administrative next steps.	Presentation Meetings
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Professional Fee and Conditions

• Study for Recreation Impact Fees

Services for this Project (described above and assuming the analysis will be applied to a One-Zone area of study) will be on a Not to Exceed Basis. Related fees will include prints, photos, maps, etc. Note that duplication expense will be in addition to the fee quoted below. The Agreement between the Town of McCordsville and Lehman & Lehman, Inc. for the Recreation Impact Fees Study Update will be on a not to exceed basis of:

Twenty-Four Thousand Dollars ----- \$24,000.

Reimbursable Expenses (e.g. printing, duplication, etc.) will be in addition to the Professional Fee.

The Agreement is between Client and Landscape Architect for this particular project described herein. For services performed above and beyond those noted above, the Client will be billed at the Standard 2022 hourly rates as follows:

Lehman & Lehman, Inc. Staff:

(1) Principal Landscape Architect	\$160.00/hour
(2) Project Landscape Architect	\$125.00/hour
(3) Project Landscape Architect Level II.....	\$100.00/hour
(4) Project Landscape Architect Level I.....	\$85.00/hour
(5) Graduate Landscape Architect Level I.....	\$70.00/hour
(6) Technical CAD Designer	\$80.00/hour
(7) Intern Landscape Architect Level I	\$55.00/hour
(8) Clerical Staff.....	\$45.00/hour

These rates are subject to review and may be changed pursuant to agreement of the parties at the beginning of each calendar year.

1) REIMBURSIBLES:

- a) The Landscape Architect will bill reimbursable costs to the Client without a mark-up. Reimbursable expenses entail travel mileage, long distance calls, reproduction costs, photographic documentation, mailing, delivery, and handling of documents or other similar expenses incurred by the Landscape Architect in the interest of the Project as well as expense of additional insurance coverage or limits, requested by the Client in excess of that normally carried by the Landscape Architect or the Landscape Architect's consultants.

2) CLIENT RESPONSIBILITIES:

- a) The Client shall provide the Landscape Architect full information regarding requirements for the project. This would include (and if found to be available), but is not limited to:
 - i) GIS data and photography of the Project's study area including corporate limits, streets, land parcel, flood boundaries, etc., as required for the study's base map development.
 - ii) Past residential permits issued for the last 10-year period.

- iii) Recreation and park infrastructure improvements, including funding sources and amounts, for the last five-year period.
 - iv) Annual tallies of the collected recreation impact fees and disbursements of their use.
- 3) **STANDARD TERMS AND CONDITION:**
- a) The Standard Terms and Conditions incorporated herein by reference and marked as Exhibit 'A' shall be a part of the Agreement between the parties. The Owner/Client referred to in the Standard Terms and Conditions means the Town of McCordsville.

Agreement Conditions

1) **Site Visits and Meetings**

- a) Fees include site visits for the tasks of the audit, data collection and meetings with the Client. Additional meetings or tasks not included in the noted scope of services shall be compensated at our current hourly professional rates.

2) **Landscape Architects' Hourly Rates**

- a) If additional services or consultation is required for this project, they will be provided at the current hourly rates (only after receiving prior approval from the Client).

3) **Invoicing**

- a) Lehman & Lehman, Inc. will invoice professional fees monthly on a percent-completed basis throughout the project. Payment is due upon receipt of invoice. Invoices not paid within forty-five (45) days will be charged interest at the rate of one and one-half percent (1-1/2%) per month and work will be stopped until payment is made in full.

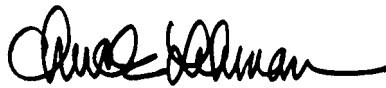
4) **Term of Contract**

- a) This contract is effective for Seven (7) Months (August 2022 to February 2023) and may be terminated by either party following 30 days notice. In the event all or any portion of the work prepared or partially prepared by the Landscape Architect be suspended, abandoned, or terminated, the Client shall pay the Landscape Architect for all fees, charges, and services provided for the Project, not to exceed any contract limit specified herein. NOTICE OF TERMINATION SHALL BE IN WRITING.
- b) All original papers, documents, CADD files are instruments of service in respect of the Project and copies thereof, produced as a result of this contract, except documents which are required to be filed with public agencies, shall remain the property of the Landscape Architect. Client may make and retain copies for informational reference of the Project, but not for reuse on extensions or other projects. The Client agrees to waive all claims against the Landscape Architect resulting in any way from any unauthorized changes or re-use of CADD drawings, and/or data for any other project by anyone other than the Landscape Architect.
- c) Services provided within this Agreement are for the exclusive use of the Client for the Project only.
- d) The Client agrees that once the project proceeds into the next stages of implementation that the Landscape Architect will be given the opportunity to provide professional services in the next phase.
- e) The Landscape Architect makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such

figures are estimates only and the Landscape Architect shall not be responsible for fluctuations in cost factors.

Your signature below will indicate your approval of this *Letter of Agreement* along with the terms and conditions stated herein. Please return one (1) signed copy to our office and retain the other copy for your records. An AIA STANDARD FORM OF AGREEMENT may be prepared in accordance with the above work scope. Your acceptance will serve as our notice to proceed. We appreciate this opportunity to be of service to you, and look forward to strengthening our relationship with the Town of McCordsville and the Park Board. We value you as a client and will strive, with you, to meet your goals.

Respectfully,



Charles F. Lehman, ASLA, PLA, FRSA
President /CEO, Lehman & Lehman, Inc.

Approved by:

TOWN OF MCCORDSVILLE

Date: _____

/pgg

Appendix

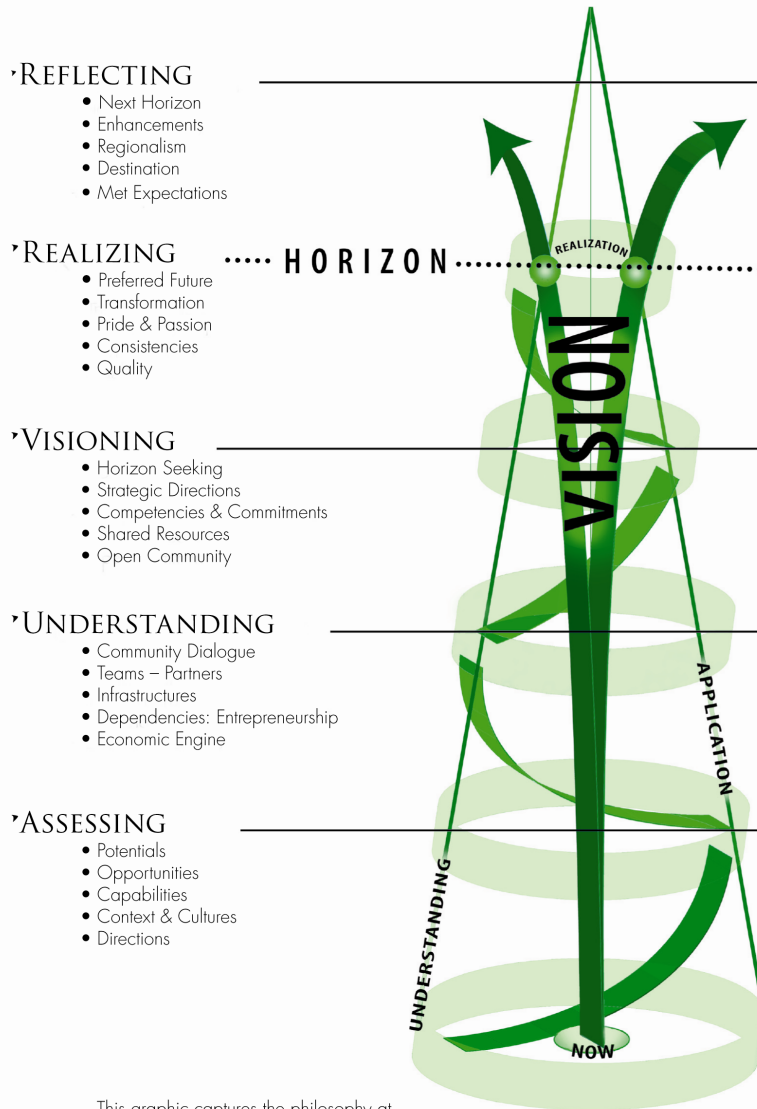
The following pages include:

- 1) Envisionment Model of Lehman & Lehman, Inc.
- 2) Lehman & Lehman, Inc.'s Standard Terms and Conditions



Envisionment Model® Copyright © 2022 Lehman & Lehman, Inc.

ENVISIONMENT



This graphic captures the philosophy at Lehman & Lehman. We take our clients from understanding, through application, to realization, in a process that turns vision into reality.



Lehman & Lehman, Inc.'s Standard Terms and Conditions

1. **Access To Site:**
Unless otherwise stated, Landscape Architect will have access to the site for activities necessary for the performance of the services. Landscape Architect will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.
2. **Terms and Acceptance:**
The terms of contractual Agreement are subject to and incorporate the provisions of Landscape Architect's proposal if attached. In event of any conflict, the terms of the accompanying proposal shall govern. By signing this Agreement the client acknowledges acceptance of the attached proposal and the conditions set forth in the contractual agreement.
3. **Changes In The Work:**
If the scope of work changes during the progress of the work, Landscape Architect will inform Client of such change and will submit an additional cost for such work. Upon approval by the Client of the change in scope additional cost, Landscape Architect will proceed with the added work.
4. **Invoices/Payments:**
Invoices for Landscape Architect's services shall be submitted, at Landscape Architect's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Landscape Architect's may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.
5. **Late Payments:**
Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
6. **Certifications:**
Guarantees and Warranties: Landscape Architect shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Landscape Architect cannot ascertain.
7. **Ownership of Documents:**
All documents produced by Landscape Architect under this agreement shall remain the property of Landscape Architect and may not be used by the Client for any other endeavor without the written consent of Landscape Architect.
8. **Limitation of Liability:**
No employee of Landscape Architect or Sub-Landscape Architect shall have liability to Client. Client agrees that, to the fullest extent permitted by law, Landscape Architect's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any clauses including, but not limited, to Landscape Architect's negligence, error, omission, strict liability, or breach of contract shall not exceed the total compensation received by Landscape Architect under this Agreement. If Client desires a limit of liability greater than provided above, Client and Landscape Architect shall include in the Agreement the amount of such limit and the additional compensation to be paid to Landscape Architect for assumption of risk.
9. **Indemnification:**
The Landscape Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Landscape Architect's negligent performance of professional services under this Agreement and that of its sub-Landscape Architects or anyone for whom the Landscape Architect is legally liable.
10. **Field Observation:**
The responsibility of Landscape Architect's field representative is to make field observations. This work does not include supervision or direction of the work of the contractor, his employees, or agents. The Contractor should be so advised. The Contractor should also be advised that neither the presence of our field representative nor the observation by our firm shall excuse him in any way for defects discovered in his work. Any review and/or monitoring of the contractor's performance by Landscape Architect does not include the Contractor's safety measures on or near the construction site. The Contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Unless specifically stated in Landscape Architect's proposal. Construction review and/or monitoring is not included in the scope of work.
11. **Dispute Resolution:**
All claims, disputes and other matters in controversy between Landscape Architect and Client arising out of or in any way related to this Agreement shall be submitted to mediation before and as a condition precedent to other remedies provided by law. No other action may be filed unless and until all mediation procedures have been exhausted. In event that any action is initiated prior to exhausting the mediation procedures, any court of competent jurisdiction shall issue an order staying or dismissing such action until all mediation procedures have been complied with. If a dispute at law arises related to the services provided under this Addendum and all available mediation procedures have been exhausted as provided above, then (a) Client agrees to personal jurisdiction in the State of Indiana.
12. **Termination of Services:**
This Agreement may be terminated by the Client or Landscape Architect should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Landscape Architect for all services rendered to the date of termination, all reimbursable expenses, and all reasonable termination expenses.