RESOLUTION NO: 15-05
OF THE CITY OF FRANKLIN, INDIANA'S
BOARD OF PUBLIC WORKS AND SAFETY & CITY OF FRANKLIN
REDEVELOPMENT COMMISSION

JOINT RESOLUTION FOR REPLACEMENT OF
BRIDGE #502 ON SOUTH MAIN STREET, FRANKLIN, INDIANA

WHEREAS, the City of Franklin, Indiana, acting by and through its Board of Public Works and Safety is a government organization providing services to the citizens of Franklin, Indiana and is a disposing agent as that term is contemplated pursuant to IC 36-1-11-2; and

WHEREAS, the City of Franklin Redevelopment Commission is in agreement to enter into a Interlocal Agreement intended to share the costs of replacing Bridge #502 located on South Main Street, Franklin, Johnson County, Indiana, also known as DES #1383129; and

WHEREAS, a copy of said Interlocal Agreement is entered into and attached to this joint resolution as Exhibit "A"; and

WHEREAS, pursuant to the terms of the Interlocal Agreement, the City of Franklin and Johnson County have agreed to share equally the local costs of the project (i.e. costs not provided by federal funding), as set forth in the Interlocal Agreement, and;

WHEREAS, the City of Franklin Redevelopment Commission as the governing body for the City of Franklin Redevelopment Department pursuant to IC 36-7-14 *as amended*, agrees that it shall provide the City of Franklin's share of the funding of said project as required by the Interlocal Agreement and shall take all steps necessary to appropriate the sums necessary to pay for and be responsible for the City's portion of costs as set forth in the Interlocal Agreement;

NOW THEREFORE BE IT RESOLVED that in consideration of the foregoing and other valuable consideration, the parties do hereby acknowledge and agree that the City of Franklin Redevelopment Commission shall be responsible for and shall pay for the City of Franklin's obligation of one-half (1/2) the local costs necessary to complete the project known as "Replacement of Bridge #502 on South Main Street, Franklin, Indiana" as set forth in the Interlocal Agreement.

BE IT FURTHER RESOLVED the City of Franklin by and through its Board of Public Works and Safety does hereby adopt the above aforementioned as findings of fact;

BE IT FURTHER RESOLVED that the City of Franklin Redevelopment Commission does hereby adopt the above aforementioned as findings of fact;

IT IS FURTHER RESOLVED this Resolution shall be in full force and effect from and after the adoption of the agreement and all parties hereto have executed the Resolution herein.

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana, this 2nd day of March, 2015.

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

Voting Affirmative:

Mayor Joseph E. McGuinness

Steve Barnett

Robert Swinehamer

Voting Opposed:

Mayor Joseph E. McGuinness

Steve Barnett

Robert Swinehamer

Attest:

Janet P. Alexander, Clerk Treasurer

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

DULY ADOPTED on this _____ day of _____, 2015 by the Redevelopment Commission of the City of Franklin, Johnson County, Indiana.

_____
Robert Heuchan, President

_____
Jay Goad, Vice-President

_____
Brian J. Deppe, Secretary

_____
Robert Henderson, Member

_____
Richard Wertz, Member

Attest:

_____
Janet P. Alexander, Clerk Treasurer

INTERLOCAL AGREEMENT

BETWEEN
JOHNSON COUNTY, INDIANA
AND
CITY OF FRANKLIN, INDIANA

FOR
-- REPLACEMENT OF BRIDGE #502 ON SOUTH MAIN STREET, FRANKLIN, IN --

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 and through its Franklin Redevelopment Commission ("RDC") (both referred to herein as the "City").

1. **Purpose.** This agreement is intended to allow the County and the City to share the costs of replacing Bridge #502 located on South Main Street, Franklin, Johnson County, Indiana, also known as DES #1383129 ("the Project"). The parties anticipate the Project shall be complete during the State of Indiana's fiscal year 2017.

2. **Cost Share and Billing.** The County shall coordinate the Project, and shall be the contracting party for all contracts associated with the Project. Upon request by the City, the County shall provide the City with copies of all contracts associated with the Project.

3. The County and the City shall share equally the cost of the local costs of the Project (i.e., costs not provided by federal funding), with the following Project costs currently being *estimated* as follows:

(A) **Preliminary engineering and right-of-way engineering estimate**:
- Total: $193,200.00
- Federal share: $ 0.00
- Local share: $193,200.00

(B) **Right-of-way services and land acquisition estimate:**
- Total: $ 30,000.00
- Federal share: $ 0.00
- Local share: $ 30,000.00

EXHIBIT
"A"

(C) **Construction and construction engineering**

- Total: $1,725,000.00
- Federal share: $1,380,000.00
- Local share: $ 345,000.00

(D) The County initially shall pay the Project costs.

(E) The City shall pay its one-half share to the County within sixty (60) days of receiving a paid invoice from the County describing the work performed and paid for relating to the Project.

4. **Inventory.** Upon completion of the Project, Bridge #502 shall remain in the inventory of Johnson County, Indiana.

5. **Review by County and City Councils.** The funding for the Project to be provided by the County and the City is subject to approval by the Johnson County Council and the Franklin City Common Council respectively.

6. **Duration**. This Agreement shall begin upon its execution by both parties and shall remain in effect until the date of the County's final inspection and acceptance following the construction activities for the Project, but in no event shall the duration of this Agreement be longer than four (4) years from the date of execution by both parties, pursuant to Indiana Code 36-1-7-9(b)(1).

7. **City's Review.** The City shall be allowed one (1) representative on the Project's consultant proposal review team. Further, the City shall be included in correspondence for all phases of the Project and shall have the opportunity to make comments and suggestions to the County regarding the Project, and the County shall give reasonable consideration to any such comments and suggestions.

8. **Additional Elements.** The City may incorporate additional elements into the Project beyond those normally required for bridge replacement performed by the County. The City will bear the portion of costs of these additional elements that exceeds the approved federal funding for the construction of the Project, if applicable. In the event that the City wishes to install additional elements outside the scope of the Project and separate from this Agreement, the City will bear such costs, shall give the County reasonable notice before contracting for this work, and shall ensure this work does not conflict with construction of the Project.

9. **Maintenance of Improvements.** Upon completing the Project, the County will maintain the structural elements of the bridge including substructure, superstructure, deck, and railing. The City will maintain any additional elements incorporated into the Project which may include, but are not limited to, lighting, bollards, decorative

sidewalk, and signage. The City will also maintain the pedestrian and bicycle facilities leading to and surrounding Bridge #502.

10. **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 Johnson County Auditor.

11. **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.

12. **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.

13. **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.

14. **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.

15. **Amendment**. This Agreement may be amended only by the mutual consent of the parties <u>and</u> by the execution of a written amendment by the parties or their successors in interest.

16. **Construction Changes.** If during construction of the Project, unforeseen field conditions arise impacting the construction cost of the Project, no additional work shall begin prior to the parties providing written approval of any changes of work. Each party shall pay its portion of any change order costs arising from unforeseen field conditions occurring. The cost of any additional work desired by one party that falls outside the intended scope of the Project shall be fully borne by that party.

17. **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.

18. **Severability**. If any provision of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of any other provision of this Agreement.

19. **Construction and Interpretation of Agreement / Indiana Law**. This Agreement shall be construed in accordance with the laws of the State of Indiana. The parties and their attorneys have each reviewed this Agreement, and any ambiguity shall not to be resolved against the drafting party in the interpretation of this Agreement.

20. **Waiver Ineffective**. No waiver of any term, condition, or provision of this Agreement shall be valid or have any force or effect unless made in writing and signed by the parties.

21. **Notices**. All notices and requests required pursuant to this Agreement shall be deemed sufficiently made either by personal delivery, by a nationally recognized courier service, or by registered mail, return receipt requested, with proof of delivery thereof as follows:

To the County:	Johnson County Board of Commissioners Attn: Chairman 86 West Court Street Franklin, IN 46131
To the City:	Franklin Board of Public Works and Safety Attn: Mayor 70 East Monroe Street Franklin, IN 46131
To the RDC:	Franklin Redevelopment Commission Attn: President 70 East Monroe Street Franklin, IN 46131

or at such other address(es) as the parties may indicate in writing to one another. In the event notice attempted to be delivered by personal delivery, courier, or registered mail is refused or otherwise undeliverable, such notice may be delivered by regular mail. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

22. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

23. **Assignment**. The rights and obligations contained in this Agreement may not be assigned without the express prior written consent of the parties.

24. **No Third-Party Beneficiaries**. This Agreement shall be deemed to be for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third-party.

25. **Effective Date**. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement.

26. **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.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

AGREED BY:

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

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

Voting Affirmative:

_____
Mayor Joseph E. McGuinness

_____
Steve Barnett

_____
Robert Swinehamer

Voting Opposed:

_____
Mayor Joseph E. McGuinness

_____
Steve Barnett

_____
Robert Swinehamer

Attest:

_____
Janet P. Alexander, Clerk Treasurer

AGREED BY:

FRANKLIN REDEVELOPMENT COMMISSION

By:_____
Bob Heuchan, President

By:_____
Jay Goad, Vice-President

By:_____
BJ Deppe, Secretary

By:_____
Robert Henderson, Member

By:_____
Richard Wertz, Member

Date: _____

Attest: _____
Janet Alexander, Clerk-Treasurer
City of Franklin

AGREED BY:

JOHNSON COUNTY, INDIANA
Board of Commissioners

By:_____
Brian P. Baird, Chairman

By:_____
Ronald H. West, Member

By:_____
Kevin M. Walls, Member

Date: _____

Attest: _____
Pamela J. Burton, Auditor
Johnson County, Indiana

FISCAL BODY APPROVAL
FOR JOHNSON COUNTY, INDIANA

Approved this ___ day of _____, 2015.

JOHNSON COUNTY COUNCIL

By:_____
Pete Ketchum, President

By:_____
Loren Snyder, Vice President

By:_____
John Myers

By:_____
Loren Snyder

By:_____
W. Brian Walker

By:_____
James Ison

By:_____
Robert Henderson

Attest:

_____
Pamela J. Burton, Auditor – Johnson County, Indiana

COMMON COUNCIL
OF THE CITY OF FRANKLIN, INDIANA

Introduced and Filed on the _____day of _____, 2015.

DULY PASSED on this _____ day of _____, 2015, by the Common Council of the City of Franklin, Johnson County, Indiana, having been passed by a vote of _____ in Favor and _____ Opposed.

City of Franklin, Indiana, By its Common Council:

Voting Affirmative:	Voting Opposed:
_____	_____
Stephen Barnett, Council President	Stephen Barnett, Council President
_____	_____
Kenneth W. Austin, Vice President	Kenneth W. Austin, Vice President
_____	_____
Joseph P. Abban	Joseph P. Abban
_____	_____
Joseph R. Ault	Joseph R. Ault
_____	_____
Stephen D. Hougland	Stephen D. Hougland
_____	_____
Dr. William T. Murphy	Dr. William T. Murphy
_____	_____
Richard L. Wertz	Richard L. Wertz

Attest:

_____
Janet P. Alexander
City Clerk-Treasurer

Presented by me to the Mayor of the City of Franklin for his approval or veto pursuant to Indiana Code § 36-4-6-15, 16, this _____ day of _____, 2015 at _____ o'clock a.m./p.m.

_____
Janet P. Alexander,
City Clerk-Treasurer

This Interlocal Agreement having been passed by the legislative body and presented to me [Approved by me and duly adopted, pursuant to Indiana Code § 36-4-6-16(a)(1)] [Vetoed, pursuant to Indiana Code § 36-4-6-16(a)(2)], this_____ day of _____, 2015 at _____ o'clock a.m./p.m.

_____
Joseph E. McGuinness
Mayor

Attest:

_____
Janet P. Alexander,
City Clerk-Treasurer

JOHNSON & GRAY
ATTORNEYS AT LAW
RUSSELL A. JOHNSON • LYNNETTE GRAY
HEATH Y. JOHNSON • KYLE A. JOHNSON
WWW.JGMLAWFIRM.COM

March 30, 2015

Krista Linke Via Email: klinke@franklin.in.gov
City of Franklin
Department of Planning & Economic Development
70 E. Monroe
Franklin, IN 46131

Robert H. Schafstall Via Email: robhschafstall@gmail.com
CUTSINGER & SCHAFSTALL
98 North Jackson Street, P.O. Box 159
Franklin, IN 46131

Re: Bridge # 502 Interlocal Agreement

Dear Krista & Rob,

As you know, the Board of Works has approved the Bridge Interlocal Agreement with the County. It is my understanding the source of the funding is the RDC. The Board of Works approval was subject to the RDC agreeing to the funding and I previously circulated a Resolution. For your convenience, I am attaching a copy of the Resolution previously approved by the Board of Works as well as a copy of the Interlocal Agreement.

Could you please see this is placed on the RDC's next agenda and approved? If you have any questions, please let me know.

Kindest regards,

Lynnette Gray By: VH

LG:vh
Attachments

63 E. COURT STREET • P.O. BOX 160 • FRANKLIN, IN 46131
TELE: (317) 738-3365 • FAX: (317) 738-3862