

**BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form**

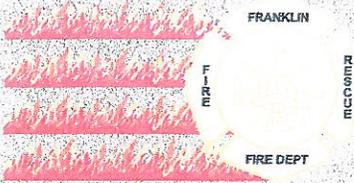
(Form B-01-2012)

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

Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:15 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	10/30/2013	Requested Meeting Date:	11/4/2013
		Confirmed Meeting Date:	
Received by:			
Contact Information: Please provide all requested information in the fields below. (Print or Type)			
On Behalf of Organization or Individual:		Franklin Fire Department	
Name:	John Henderson	Telephone:	(317) 736-3650
Title or Position:	Chief of Fire Department		
E-Mail:	jhenderson@franklin.in.gov		
Address:	1800 Thornburg Lane		
City:	Franklin	State:	IN ZIP: 46131
Who will attend the meeting and present the request?			
Name:	Chief Henderson	Telephone:	(317) 736-3650
Title or Position:			
E-Mail:			
Please describe the purpose or title of your presentation.			
BOW to accept this waiver of liability from the property owner of "Lowe's Pond"			
Supporting documents: All supporting documents should be submitted with the request form.			
1. aerial view of area			
2. signed release of liability from Auburn Realty LLC.			
3.			
4.			

Questions about this application or the process described should be directed to the Clerk Treasurer's Office at 70 E. Monroe Street, Franklin Indiana 46131 or by email at jalexander@franklin.in.gov or call 317-736-3609.



1800 Thornburg Lane, Franklin, Indiana 46131
PH: (317) 736-3650 F: (317) 346-1238

John D. Henderson
Fire Chief

Jim Reese
Deputy Chief

The City of Franklin Board of Works

Please accept this waiver of liability from Auburn Reality Group the property owner of the "Lowe's Pond" to allow our Water Rescue Team to utilize for training. We just received this waiver from them to allow us to properly have access to the water way for training and we would like to have the Boards permission to finish this project by having it reviewed and amended by our City Legal if needed and have the proper authorization for this agreement.

Respectfully Submitted,

John D. Henderson FFD

RELEASE AND INDEMNIFICATION AGREEMENT

THIS RELEASE AND INDEMNIFICATION AGREEMENT ("Release") is made and entered into this _____ day of October, 2013, by and between the City of Franklin, Indiana and the Parks and Recreation Department of the City of Franklin, Indiana (collectively "Franklin") and the City of Franklin Fire Department ("Fire Department") and Auburn Realty LLC ("Auburn").

WHEREAS, the Fire Department desires access to the land and pond, located at 0 Commerce Drive, Franklin, Indiana, in the cross-hatched area shown on the attached Exhibit A, that is subject to a License Agreement between Auburn and Franklin ("Property"), for training; and

WHEREAS, Auburn owns the Property and consents to the Fire Department using the Property for training, provided that both Franklin and the Fire Department release, indemnify and hold Auburn harmless from any claims and expenses related thereto;

NOW THEREFORE, in consideration of the foregoing, Franklin and the Fire Department being allowed to enter the Property for training or other purposes, the agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Agreement Not to Sue. Franklin and the Fire Department hereby agree that they shall not initiate any litigation, sue, or otherwise make, advance, or pursue any claim against Auburn whatsoever related to their access to or use of the Property for training or any other matters in any way related to the Property or their access to or use thereof.
2. Release of All Claims. Franklin and the Fire Department hereby release Auburn, together with its employees, agents, representatives, officers, insurers, attorneys, members, directors, successors, assigns, and all related individuals and/or entities, from any and all claims, actions, suits, accounts, debts, demands, rights, obligations, expenses, or any other type of compensation whatsoever, of any nature, both known and unknown, whether in contract, criminal law, tort, at law or in equity, and however arising, which it may now have or had or which may hereafter accrue on account of or in any way related, directly or indirectly, to their access to or use of the Property for training or any other matters in any way related to the Property or their access to or use thereof.
3. Indemnification. Franklin and the Fire Department hereby agree to indemnify, defend and hold harmless Auburn, together with its employees, agents, representatives, officers, insurers, attorneys, members, directors, successors, assigns, and all related individuals and/or entities, from and against any and all claims, losses, actions, suits, accounts, debts, demands, rights, obligations, expenses, or any other

type of compensation whatsoever, of any nature, which may arise due to, or be incurred by Auburn because of, on account of, or in any way related, directly or indirectly, to their access to or use of the Property for training or any other matters in any way related to the Property or their access to or use thereof.

4. Advice of Counsel. The undersigned have read the foregoing Release and understand that it constitutes a full and complete release in accordance with its terms. The undersigned hereby represent and warrant that they have the authority to enter into this Release on behalf of Franklin and the Fire Department and that they have consulted with their own attorney, or had the opportunity to do so and intentionally chose not to seek such advice, in connection with the terms hereof. Franklin and the Fire Department are not relying upon any representation from Auburn, or by any other party, that is not contained herein. Franklin and the Fire Department have executed this Release with the intent of being fully obligated to comply with, and to be legally bound by, the terms hereof.

5. Bound Parties. This Release shall be binding upon Franklin and the Fire Department and their employees, agents, representatives, officers, insurers, grantees, licensees, contractors, attorneys, members, directors, successors, assigns, and all related individuals and/or entities.

6. Counterparts. This Release may be executed in any number of counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument. Additionally, the parties hereby covenant and agree that, for purposes of facilitating the execution of this Release, a facsimile signature shall be deemed to be an original signature and a telecopy delivery (i.e., the transmission by any party of its signature on an original or any copy of this Release via telecopy or fax machine) shall be deemed to be the delivery of such party's original signature.

IN WITNESS WHEREOF, the City of Franklin, the Parks and Recreation Department of the City of Franklin, Indiana and the City of Franklin Fire Department have caused this Release to be executed by their duly authorized officers with the full intent to be bound by the terms and conditions of said Release on the date and year first written above.

City of Franklin, Indiana

By: _____

Printed Name and Title

Parks and Recreation Department of the City of Franklin, Indiana

By: _____

Printed Name and Title

City of Franklin Fire Department

By: _____

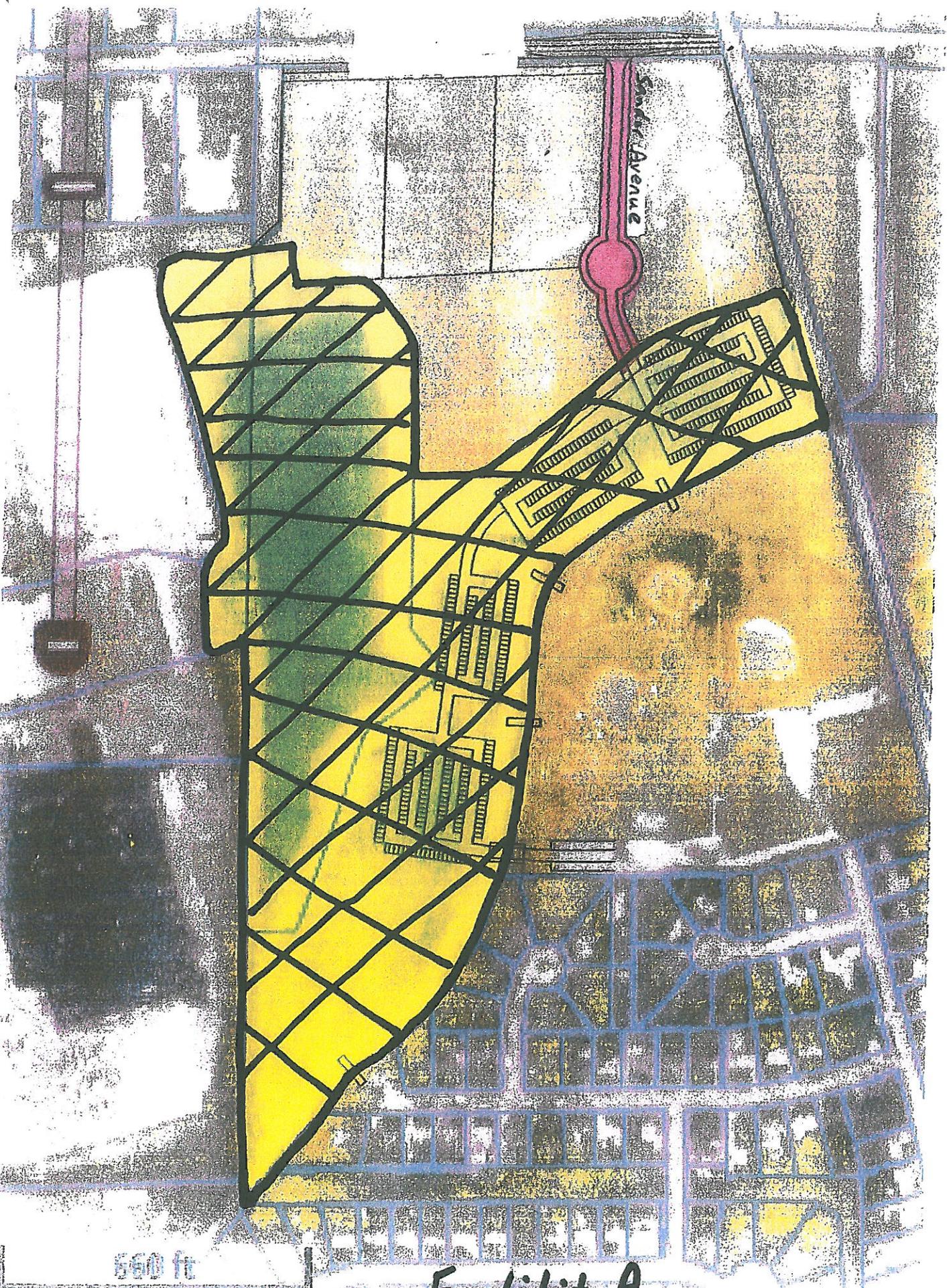
Printed Name and Title

Auburn Realty LLC

By: 

David N. Eskenazi, Member

This Release was prepared by William T. Niemier, Attorney at Law, 10689 N. Pennsylvania Street, Suite 100, Indianapolis, Indiana 46280 (317) 925-9011.



Smyth Avenue

560 ft

Exhibit A