

BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	September 6, 2023	Meeting Date:	Sept. 18, 2023
Contact Information:			
Requested by:	Joanna Tennell, Senior Planner		
On Behalf of Organization or Individual:		Westwind at Cumberland Developer, LLC	
Telephone:	317-736-3631		
Email address:	jtennell@franklin.in.gov		
Mailing Address:	70 E. Monroe Street, Franklin, IN 46131		
Describe Request:			
Acceptance and execution of the following documents related to Westwind at Cumberland, Sec. 2:			
<ul style="list-style-type: none">• Sanitary Sewer Service Special Agreement• Earthwork & Paving Inspection Service Agreement• Storm & Sanitary Sewer Inspection Service Agreement			
List Supporting Documentation Provided:			
1. Sanitary Sewer Service Special Agreement			
2. Earthwork & Paving Inspection Service Agreement			
3. Storm & Sanitary Sewer Inspection Service Agreement			
Who will present the request?			
Name:	Joanna Tennell	Telephone:	317-736-3631

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.

SANITARY SEWER SERVICE SPECIAL AGREEMENT

(Dedicated Sewage Works)

(Proposed Westwind at Cumberland Section 2 Development)

This Agreement is made and entered into this 5TH day of SEPTEMBER, 2022, by and between Westwind at Cumberland Developer, LLC, 9757 Westpoint Drive, Suite 600, Indianapolis, IN 46256 (the "OWNER"), and the City of Franklin, Indiana, acting by and through its Board of Public Works and Safety ("CITY"):

WITNESSETH THAT:

WHEREAS, the OWNER owns real estate described on Exhibit "A" attached hereto and incorporated herein (the "Real Estate") and intends to develop the Real Estate as a 59 lot Residential subdivision comprised of 59 single family lots to be known as Westwind at Cumberland Section 2, (the "*Project*").

WHEREAS, the OWNER has requested permission to construct, under contract with the City, sewage works to serve the *Project* and to connect those sewage works to the CITY'S public sanitary sewer system and to dedicate those sewage works to the CITY, all work to be done at the OWNER'S expense;

WHEREAS, the CITY and its ratepayers are not expected to earn a return on any utility investment involved in the extension of the sewage works by the OWNER;

WHEREAS, after due consideration of this request, the CITY is willing to permit a connection to its public sanitary sewer system to serve the *Project*, provided that the OWNER agrees to pay all applicable charges including, but not limited to, connection fees and plan review charges, for the privilege of connecting the sewage works serving the *Project* to the CITY'S public sanitary sewer system and provided further that the OWNER agrees to certain terms and conditions pertaining to that connection and sewer service;

THEREFORE, it is agreed between the parties as follows:

1. The OWNER intends to develop the *Project* as a Residential Subdivision, to be known as Westwind at Cumberland Section 2 (the "*Project*") consisting of 59 lots. The OWNER may construct at its sole expense, maintain, operate, and use a sanitary sewer system ("*Project System*") which shall connect the *Project* to the CITY'S public sanitary sewer system (the "*Franklin System*"). The *Project* shall become a part of the *Franklin System* by dedication. Prior to dedication, the *Project System* shall be maintained by the OWNER at its sole expense. The *Project System* shall be constructed as shown on Exhibit B attached hereto and incorporated herein, and in accordance with the approved

construction plans identified in paragraph 2 below, which are incorporated by reference.

2. The construction of the *Project System* and its connection to the *Franklin System* shall be made in strict accordance with the plans approved by the CITY under CITY'S development requirements, Plan Commission approval process, and in strict accordance with Title 13 of the Franklin Municipal Code, as amended, the rules, regulations and conditions of the Franklin Sewage Works and all other applicable laws, rules and regulations. The plans, specifications, Code and all other applicable laws, rules and regulations are made a part of this Agreement by reference. The construction and connection shall be subject at all times to the inspection, approval and acceptance of the CITY.
3. The *Project System*, and any connection to it, shall be used only for and as a sanitary sewer system. No storm water, run-off water, downspouts, footing drains (perimeter drains), sump pump drains, or sub-soil drainage shall be connected to the "*Project System*". No sump pumps shall be connected to "*Project System*". Any use of the "*Project System*" by the OWNER or any subsequent OWNER of the REAL ESTATE, or any part thereof, as anything but a sanitary sewer shall constitute an event of default under this Agreement, enforceable against the defaulting party, and may constitute a violation of CITY ordinances. The OWNER shall require that all sump pumps to be installed be connected, via a hard pipe connection, to a defined storm water drainage system in a manner which is acceptable to the CITY. As a condition of this Agreement and the OWNER'S right to connect the Real Estate to the *Franklin System*, the OWNER shall prepare and submit to the CITY, for its approval, plans for a system to connect those sump pumps ("*SUMP PUMP CONNECTION SYSTEM*"). Individual sump pump discharge or connection points, as approved by the CITY in its sole discretion, must be provided for each lot and as a condition of the CITY'S issuance of the sanitary sewer permit for each separate lot and improvement.
4. The OWNER shall pursue the construction of the *Project System* without delay to final completion in accordance with the provisions of this Agreement.
5. The CITY will not be responsible for any portion or cost of the construction and installation of the *Project System*, and the parties agree that the CITY will not collect fees or reimburse the OWNER for any portion of such costs (including but not limited to subsequent connector fees, revenue allowance, or other fees from users connecting to the *Project System*). In the event the CITY requests any oversizing or other enhancement to the *Project System*, the parties will address applicable credits (if any) through a separate agreement, where applicable.

6. No liability of any kind for any part of the *Project System* prior to its acceptance by the CITY shall attach to the CITY. The OWNER shall indemnify and hold the CITY harmless against all claims, demands, actions, causes of action, losses and expenses (including attorneys' fees) suffered by or asserted against the CITY, for or on account of any person or property, arising out of, or in any way connected with, or related to the design, location, installation and construction of the *Project System*, including, but not limited to, any actual or alleged breaches or violations relating to any easement or permit acquired or issued for said construction prior to acceptance of the *Project System* by the CITY. This indemnity shall not be limited by reason of any insurance coverage required herein. Prior to the commencement of the construction of the *Project System* authorized by this Agreement, the OWNER, or the OWNER through its contractor, shall furnish to the CITY evidence of the following insurance coverage or its equivalent, under which the CITY shall be identified as an additional insured:
 - a. a general public liability insurance policy in the minimum amount of One Million Dollars (\$1,000,000.00) combined single limits for bodily injury and property damage;
 - b. an automobile liability insurance policy in the minimum amount of One Million Dollars (\$1,000,000.00) each accident for any autos, owned autos, hired autos and non-owned autos;
 - c. a workers compensation and employers' liability policy in the statutory amounts; and
 - d. an excess liability umbrella policy in the minimum amount of Two Million Dollars (\$2,000,000.00).
7. In the event any part of the *Project System* is to be constructed across, over, on, through or under any public highway or right-of-way, the OWNER shall furnish the CITY suitable evidence of authority to do so, in a form acceptable to the CITY, procured from the proper governmental agency having jurisdiction and control over such public right-of-way. The OWNER, at OWNER'S expense, shall be responsible for repairing any damage to any public highway or right-of-way, or any other public improvement, which damage results from or is in any way related to construction of the *Project System*. The OWNER shall submit a plan for repairs to the proper governmental agency having jurisdiction and control, for its approval, before any part of the *Project System* is constructed within, across, over, on, through or under any public highway or right-of-way.
8. The Inspection of the *Project System* construction shall be handled in the following manner:
 - a. The CITY shall provide Inspection and Testing Services by a separate contract with the OWNER and its contractor during the construction of the

Project System to determine whether the *Project System* is constructed in accordance with the plans and specifications, and Chapter 13 of the Franklin Municipal Code, as amended, and the rules and regulations and conditions of the Franklin Sewage Works;

- b. Such Inspection and Testing Services shall not include construction engineering or construction stake out, or the testing for compliance with the State Construction Permit. The OWNER or its designated representative shall be solely responsible for the performance of construction engineering and stake out and all construction work;
 - c. Persons working on or having control of the construction of the *Project System* shall cooperate fully with the Inspector and shall have available on site a copy of the approved plans and specifications;
 - d. The OWNER shall thoroughly backfill, compact and maintain all trenches in a condition satisfactory to the CITY; the CITY is not responsible for construction means, methods and safety;
 - e. The OWNER must notify the CITY and is required to allow the CITY to observe all of the infiltration/exfiltration and deflection testing of the *Project System*, said test results shall be as required by the Indiana Department of Environmental Management and presented to the CITY prior to acceptance of the *Project System*;
 - f. The OWNER must submit the balance of the total actual cost of the Inspection and Testing Services to the CITY prior to acceptance of the *Project System* by the CITY; and
 - g. Failure to follow the requirements of paragraph 10 may result in the CITY not accepting the *Project System* and denial of building sewer connection permits.
9. All necessary easements pertaining to privately owned property shall be dedicated and conveyed to the CITY in an acceptable form to the CITY prior to acceptance of the *Project System*. All forms of dedication and conveyance shall be approved by the CITY prior to execution by the Grantor. If the REAL ESTATE, or any portion thereof, is to be platted, then following the recording of this Agreement and the CITY'S approval of the easement forms, but before the plat is recorded, the OWNER shall present the plat of the REAL ESTATE, or any portion thereof, to the CITY for its acceptance of the dedications arising out of this Agreement on such plat. If a plat of the REAL ESTATE, or any portion thereof, is to be recorded, the City Engineer shall receive a reproducible copy of the said recorded plat as soon as practicable thereafter,

and before any sewer connection permits are issued. OWNER assumes the risk that all necessary easements may not be dedicated and conveyed to the CITY in a form acceptable to the CITY. The CITY reserves the right not to accept the *Project System* or allow its connection to the *Franklin System* if all such easements are not dedicated and conveyed in a manner acceptable to the CITY. In such an event, the CITY may not permit the *Project System* to be connected to its public sanitary sewer system resulting in it being of no use to the OWNER or any subsequent owners of the REAL ESTATE. Any damages which may be sustained by the OWNER as a result of or in any way relating to all necessary easements not being dedicated and conveyed to the CITY in acceptable form are hereby assumed by the OWNER, and OWNER hereby releases the CITY and waives all claims it may have or could assert against the CITY with regard thereto.

10. Upon completion of the proposed *Project System*, a reproducible set of "as built" drawings, including all lateral locations and measurements documented on the drawings, shall be prepared by the OWNER and filed with the CITY, before such *Project System* will be accepted as part of the *Franklin System*, and before any sewer connection permits are issued.
11. Upon completion of construction of the *Project System*, but before acceptance by the CITY, the OWNER shall furnish or arrange to be furnished a completion affidavit in a form prescribed by the CITY, and the OWNER shall also furnish to the CITY in a suitable form, an irrevocable letter of credit or a guarantee maintenance insurance bond, made payable to the City of Franklin, Indiana, Board of Public Works and Safety, with good and sufficient surety thereon in an amount equal to twenty-five percent (25%) of the total Performance Guarantee Amount on the Take-Off Sheet calculation submitted for the development for the *Project System* (collectively the "Maintenance Guarantee"). The Maintenance Guarantee shall guarantee material and construction for a period of three (3) years from the date of final acceptance. If for any reason the Maintenance Guarantee becomes invalid, the OWNER shall replace the Maintenance Guarantee within thirty (30) days and the OWNER agrees the CITY may suspend issuance of sewer collection permits until the Maintenance Guarantee in a form acceptable to the CITY, is replaced. A Maintenance Guarantee in the form of a bond will not be acceptable unless the surety issuing that bond is subject to or agrees to submit itself to the jurisdiction of an Indiana court of competent jurisdiction and the bond includes a provision that it shall be governed and interpreted pursuant to the laws of the State of Indiana.
12. Upon acceptance by the CITY of the *Project System*, it shall, except for building sewers (laterals), become a part of the *Franklin System* with title

vested in the CITY and shall be thereafter under full control, authority and jurisdiction of the CITY, to the same extent and in the same manner as though the sewer had been originally constructed by the CITY under a Public Works Contract. All building sewers (laterals) shall become the responsibility of the landowner whose property they benefit, with all rights and responsibilities associated therewith. Neither acceptance of the *Project System* nor utilization of the system by CITY nor release of the maintenance guarantee required by this Agreement shall be construed or interpreted in any manner as acceptance of any Work not in strict compliance with the terms of this Agreement. Neither acceptance of completion affidavit, nor any warranty, guarantee or other provisions of this Agreement shall be construed or interpreted in any manner so as to limit, minimize, alter, waive, rescind, reduce, terminate or modify any statutory time limit within which CITY may bring any cause of action for any breach of this Agreement or the obligations required of the OWNER hereunder. No liability of any kind for any part of the *Project System* not designed, constructed, located, or installed in strict compliance with the terms of this Agreement shall attach to CITY. OWNER shall indemnify and hold the CITY harmless against all claims, demands, actions, causes of action, losses and expenses (including attorney's fees) suffered by or asserted against CITY for or on account of any person or property, arising out of, or in any way connected with, or related to the design, location, installation and construction of the *Project System* not in strict compliance with the terms of this Agreement.

14. **The OWNER hereby acknowledges that the CITY may be subject to a sewer ban or other regulatory action imposed by IDEM or other federal, state or local agencies which may prohibit the City from allowing connection of some or all of the Lots to be developed on the REAL ESTATE in the *Franklin System*. The OWNER further acknowledges that no representatives of the CITY or its Board of Works have made any assurances or representations to the OWNER with regard to any such regulatory action, the likelihood that any such action may be taken, or the extent to which it may affect the OWNER or the REAL ESTATE. In the event that IDEM or any other agency imposes upon or against the CITY any regulatory action which, in any way, adversely affects the OWNER, the REAL ESTATE, or the separate Lots to be developed thereon, the OWNER hereby assumes all risk of loss or damage which may result from such regulatory action and releases and waives any and all claims the OWNER could assert against the CITY as a result thereof. CITY also does not warrant fire flows, or that service will be uninterrupted or without defects. CITY shall further not be liable for any indirect, special, incidental,**

or consequential damages.

15. The OWNER agrees to pay at the time of execution of this Agreement, the sum of N/A (\$ 0) in addition to the connection fees required by the CITY'S ordinance, the receipt of which is hereby acknowledged, the said sum being a fee fixed by the CITY and paid by said OWNER for the privilege of connecting the REAL ESTATE to the CITY'S public sanitary sewer system in accordance with the following 15 year law agreement: N/A. The OWNER agrees to pay such other recoupment fees as may be determined to be due. The connection fees for each user shall be in the amount and due as provided by the CITY ordinance at the time of connection of the building sewer(s) or individual laterals. The OWNER has reviewed or has had the opportunity to review the calculation of the amount owed by the OWNER to the CITY, as stated above, pursuant to the Applicable 15 Year Law Agreements. The OWNER hereby acknowledges, by virtue of its private agreement with the CITY, that it is legally obligated to pay and agrees and consents to the amount owed, pursuant to the Applicable 15 Year Law Agreement(s) and hereby waives any and all right to contest or dispute that amount, the manner in which it was determined, and the terms of the Applicable 15 Year Law Agreements.
16. Sewer service to be provided by the City, under this Agreement, is limited to the **Westwind at Cumberland Section 2 Residential** development. The CITY acknowledges that capacity within the *Franklin System* to serve the *Project* is currently available. The OWNER has requested capacity of **18,290** gallons per day ("GPD"), said capacity representing **59 single family units**, approved and permitted by the CITY to be constructed as part of the *Project*.
17. The OWNER warrants that it is the sole owner of the REAL ESTATE, pursuant to a Special Warranty Deed delivered to OWNER recorded on **July 20, 2023** as instrument number **2023011147** in the Recorder's Office of Johnson County, Indiana, and that it has taken all proper action by its Board of Directors to authorize entering into this Agreement.
18. It is the intent of the parties that this Agreement, and the covenants contained herein, shall run with the land, referred to here as the REAL ESTATE, and shall be binding upon the OWNER, its personal representative, purchasers, trustees, heirs, devisees, grantees, successors, and assigns so long as the *Project System* or any part thereof or replacements thereto serves or otherwise benefits any of the REAL ESTATE owned by it. It is further agreed that the failure to specifically describe a covenant as one running with the land or as binding upon the OWNER, its purchasers, successors, trustees and assigns, or the failure

to use any language at all indicating such, shall not be construed to mean that the Agreement's provision is not a covenant that is to run with the land. If any such provision can be construed to touch and concern the land itself so that the benefit or obligation could pass with the ownership, then it is the parties' intention that it be so construed.

19. This Agreement is null and void if the connection of the *Project* to the CITY'S sanitary sewer system contemplated herein is not performed on or before one (1) year following date of signature, or a later date agreed to by the CITY.
20. All modifications to this Agreement must be in writing and executed by both parties in substantially the same form and manner as this original Agreement.
21. Any waiver of any breach of an OWNER'S covenant or condition contained in the Agreement, or any amendment, shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the CITY from declaring a forfeiture for any succeeding breach either of the same covenant or otherwise.
22. Miscellaneous Provisions.
 - a. **Additional Documentation.** The parties shall execute and deliver any and all consents, releases, authorizations, transfers and other documents as may be reasonably required to carry out the provisions of this Agreement and to fully accomplish its purposes and intents.
 - b. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument.
 - c. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.
 - d. **Venue.** The parties agree that the venue for any dispute arising out of or related to this Agreement shall be Johnson County, Indiana, and neither party shall seek to remove it.
 - e. **No Third-Party Benefit.** Nothing expressed or implied is intended to confer on any person other than the parties or their respective successors, assigns, and legal representatives, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
 - f. **Successors and Assigns.** This Agreement shall inure to the benefit of

and bind the parties and their purchasers, successors, assigns, heirs, executors and administrators.

- g. **Headings.** The paragraph headings are solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
- h. **Incorporation Recitals, Exhibits and Schedules.** All recitals and exhibits, schedules and related agreements are incorporated by this reference and expressly made a part of this Agreement.
- i. **Representations and Warranties.** The parties represent and warrant that the facts alleged in the Recitals are accurate and true and that each has the authority to enter into this agreement.

Remainder of page intentionally blank. Signature pages follow.

IN WITNESS WHEREOF, the parties hereto acting by and through their authorized representatives, have executed this instrument on the day and year first above written.

"OWNER "

Westwind at Cumberland Developer, LLC

By Signature: _____

Printed Name: _____

Title: _____

STATE OF INDIANA)

) SS:

~~JOHNSON~~ HAMILTON)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared TIMOTHY J. WALTER, an authorized representative of the OWNER, and acknowledged the execution of the foregoing Sanitary Sewer Service Special Agreement.

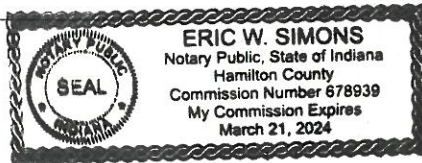
WITNESS my hand and Notarial Seal this 5TH day of SEPTEMBER, 2023

My Commission Expires: _____

Date: _____

Notary Public _____

Resident of _____ County, Indiana



RECOMMENDED FOR APPROVAL:

Sally Brown, Sanitation Superintendent

APPROVAL AS TO FORM:

Lynnette Gray, City Attorney

BOARD OF PUBLIC WORKS & SAFETY
CITY OF FRANKLIN

Steve Barnett, Mayor

Ken Austin, Member

Tina Gross, Member

Attest
Jayne Rhoades, Clerk Treasurer

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by Law.

This instrument was prepared by:

Lynnette Gray
Johnson, Gray, & Johnson Attorneys at Law
63 East Court Street
P.O. Box 160
Franklin, IN 46131
Attorney # 11567-41

EXHIBIT "A"

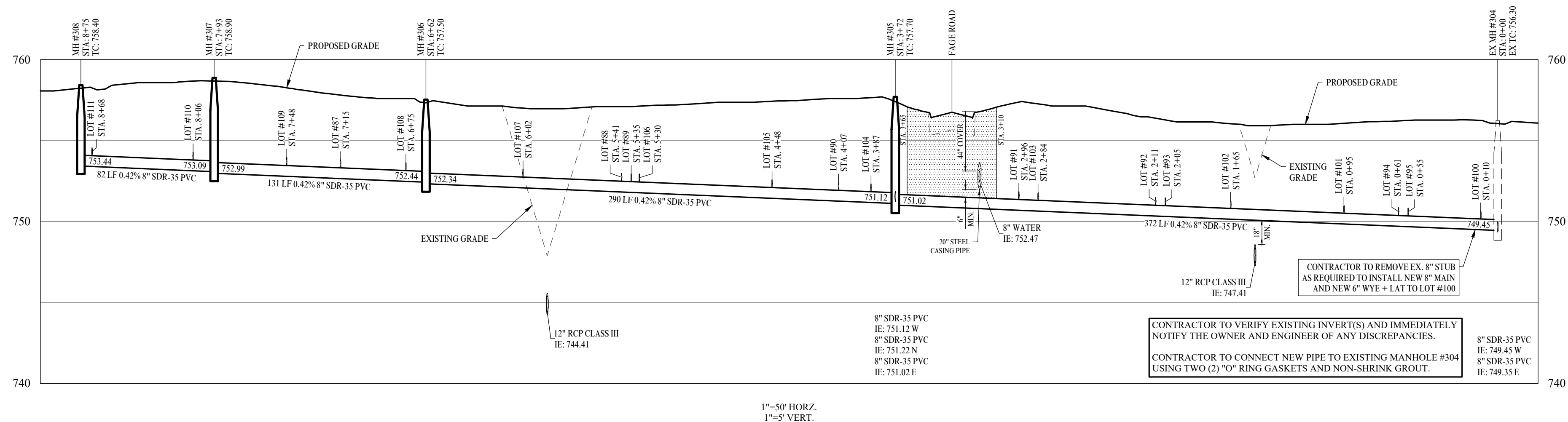
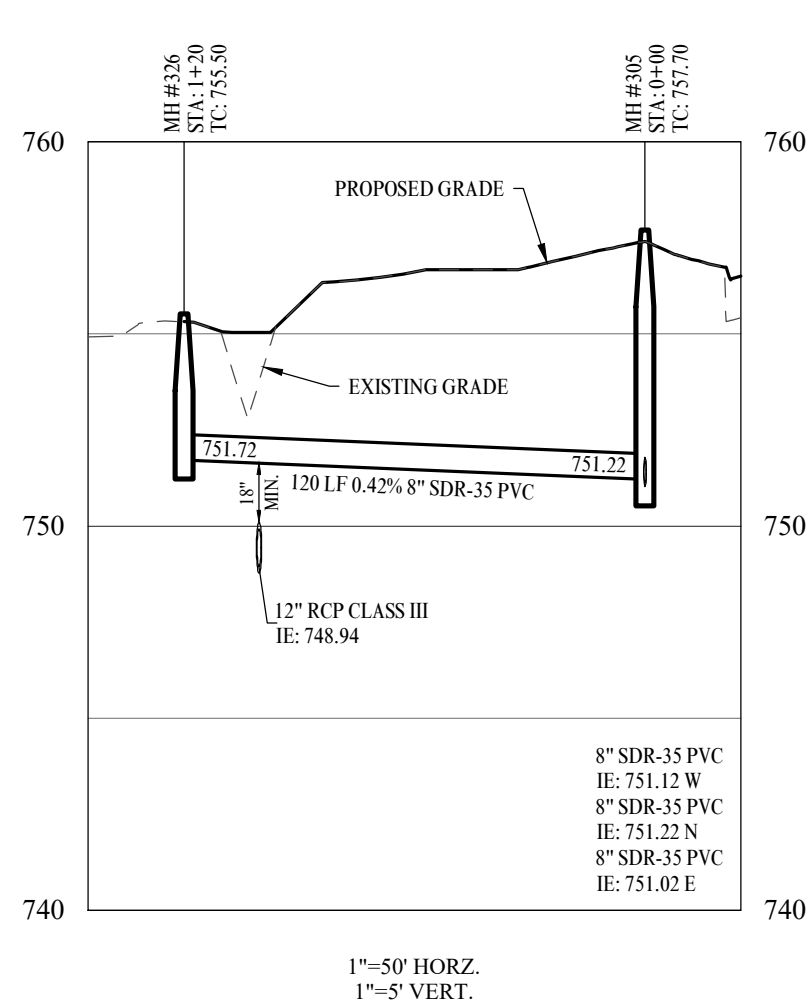
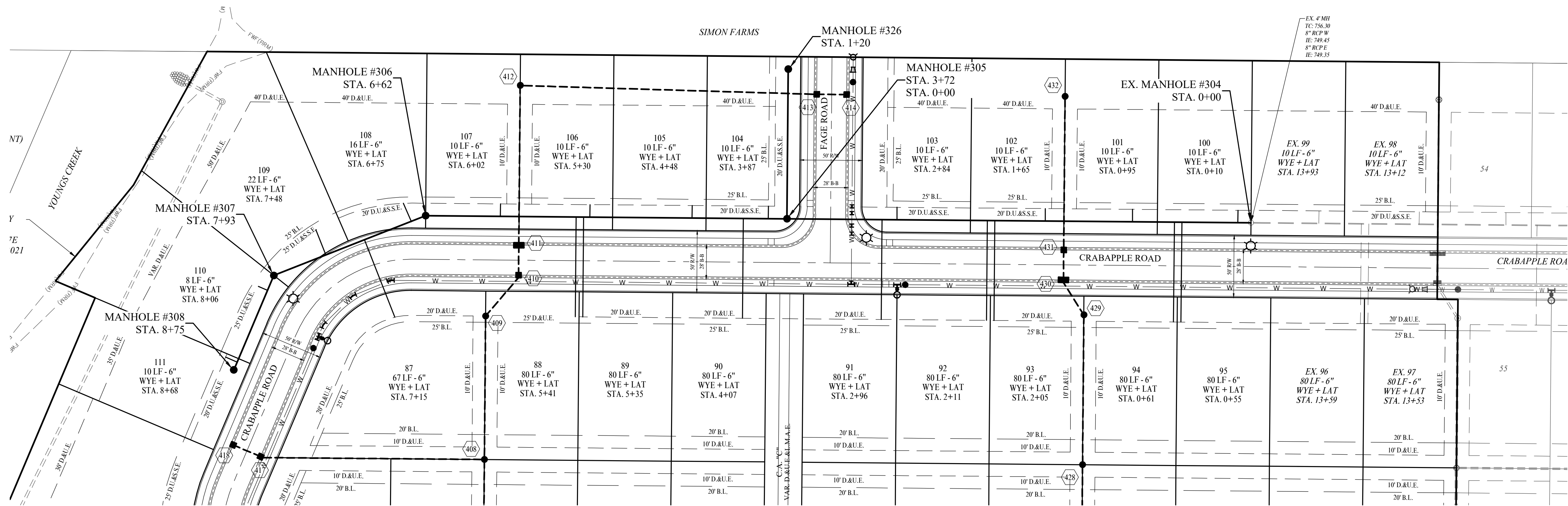
WESTWIND at CUMBERLAND, SECTION 2

I, the undersigned Professional Land Surveyor, hereby certify the included plat correctly represents a subdivision of a part of the Southeast Quarter of Section 9, and a part of the Northeast Quarter of Section 16, all in Township 12 North, Range 04 East of the Second Principal Meridian, Franklin Township, Johnson County, Indiana more particularly described as follows:

Commencing at the southeast corner of the Southeast Quarter of said Section 9; thence North 00 degrees 02 minutes 37 seconds East, along the East line of said Quarter Section, a distance of 681.12 feet to the Northeast corner of Westwind at Cumberland, Section 1, a subdivision recorded in the Office of the Johnson County Recorder as Instrument Number 2023-006378; thence North 89 degrees 30 minutes 18 seconds West, along the North line of said Westwind at Cumberland, Section 1, a distance of 380.00 feet to the POINT OF BEGINNING of this description; thence on and along the boundary of said Westwind at Cumberland, Section 1 the following nineteen (19) bearings and distances; (1) South 00 degrees 29 minutes 42 seconds West a distance of 190.00 feet; (2) South 89 degrees 30 minutes 18 seconds East a distance of 16.59 feet; (3) South 00 degrees 29 minutes 42 seconds West a distance of 455.00 feet; (4) North 89 degrees 30 minutes 18 seconds West a distance of 300.00 feet; (5) South 00 degrees 29 minutes 42 seconds West a distance of 185.00 feet; (6) South 89 degrees 30 minutes 18 seconds East a distance of 14.71 feet; (7) South 00 degrees 03 minutes 30 seconds West a distance of 135.00 feet; (8) North 89 degrees 30 minutes 18 seconds West a distance of 173.01 feet; (9) North 65 degrees 04 minutes 20 seconds West a distance of 140.07 feet; (10) North 34 degrees 34 minutes 38 seconds West a distance of 142.37 feet; (11) North 00 degrees 29 minutes 42 seconds East a distance of 145.55 feet; (12) North 89 degrees 30 minutes 18 seconds West a distance of 259.54 feet; (13) North 73 degrees 25 minutes 11 seconds West a distance of 131.52 feet; (14) North 37 degrees 24 minutes 04 seconds West a distance of 133.18 feet; (15) North 13 degrees 21 minutes 29 seconds West a distance of 133.26 feet; (16) North 22 degrees 57 minutes 17 seconds East a distance of 190.47 feet; (17) North 67 degrees 02 minutes 43 seconds West a distance of 34.53 feet; (18) North 39 degrees 11 minutes 10 seconds East a distance of 99.17 feet; (19) North 28 degrees 54 minutes 07 seconds East a distance of 122.16 feet; thence South 89 degrees 30 minutes 18 seconds East a distance of 988.66 feet to the Point of Beginning, Containing 18.645 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

This subdivision consists of 59 lots numbered 67 - 125 (all inclusive) and 2 Common Areas labeled C.A. "B" and C.A. "C". The size of lots and common area and width of streets are shown in feet and decimal parts thereof.

EXHIBIT “B”



SANITARY STRUCTURE DATA TABLE												
No.	TYPE	TC ELEV	CASTING TYPE	DIA IN	DIR IN	INV IN	DIA OUT	DIR OUT	INV OUT	PIPE SLOPE	PIPE NAME	MATL
305	4' MH	757.70	R-1772	8"	W	751.12	8"	E	751.02	0.42%	305-306 304-305 305-326	SDR-35 PVC SDR-35 PVC SDR-35 PVC
306	4' MH	757.50	R-1772	8"	W	752.44	8"	E	752.34	0.42%	306-307 305-306	SDR-35 PVC SDR-35 PVC
307	4' MH	758.90	R-1772	8"	SW	753.09	8"	E	752.99	0.42%	306-307 307-308	SDR-35 PVC SDR-35 PVC
308	4' MH	758.40	R-1772				8"	NE	753.44	0.42%	307-308	SDR-35 PVC
316	4' MH	755.20	R-1772	8"	N	748.29	8"	SE	748.19	0.42%	316-317 315-316	SDR-35 PVC SDR-35 PVC
317	4' MH	755.00	R-1772				8"	S	748.63	0.42%	316-317	SDR-35 PVC
319	4' MH	756.70	R-1772	8"	W	749.47	8"	E	749.37	0.42%	319-320 318-319	SDR-35 PVC SDR-35 PVC
320	4' MH	757.60	R-1772	8"	W	751.11	8"	E	751.01	0.42%	320-321 319-320	SDR-35 PVC SDR-35 PVC
321	4' MH	758.50	R-1772	8"	NW	751.49	8"	E	751.39	0.42%	321-322 320-321	SDR-35 PVC SDR-35 PVC
322	4' MH	758.30	R-1772				8"	SE	752.09	0.42%	321-322	SDR-35 PVC
326	4' MH	755.50	R-1772				8"	S	751.72	0.42%	305-326	SDR-35 PVC

LEGEND

EXISTING FEATURES

PROPOSED FEATURES

NOTES

- CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION TO CONFIRM THERE ARE NO CROSSING CONFLICTS. CONFLICTS THAT ARE DISCOVERED AFTER CONSTRUCTION BEGINS ARE SOLELY THE CONTRACTOR'S RESPONSIBILITY.
- THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM UTILITY COMPANIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- MIN. SLOPES PER THE TEN STATE STANDARDS SHALL PREVAIL IN ALL CASES.
- ALL WATER MAINS SHALL MAINTAIN 18 INCHES VERTICAL CLEARANCE AND 10 FEET HORIZONTAL CLEARANCE.
- SEE THIS SHEET FOR SANITARY SEWER STRUCTURE DATA TABLE.
- SANITARY SEWER LATERAL STUBS TO FUTURE LOTS ARE TO BE MARKED PER CITY OF FRANKLIN REQUIREMENTS AND PROTECTED FROM FUTURE CONSTRUCTION BY INSTALLING A 2" x 2" LATH WITH RIBBON AROUND IT AT EACH LOCATION SO CONTRACTORS ARE AWARE OF THE MARKING.

BENCHMARK DATA

ORIGINATING BENCHMARK

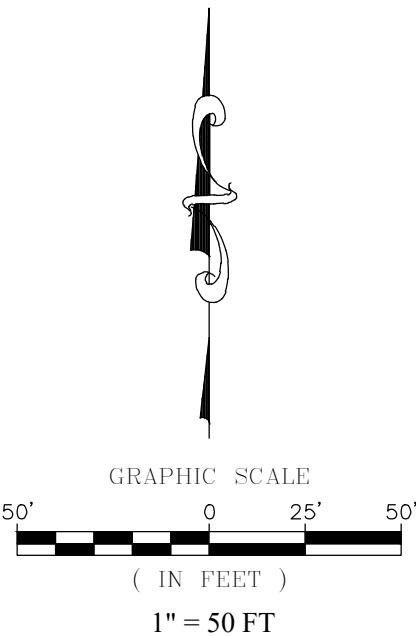
BENCHMARK ELEVATIONS FOR THIS PROJECT WERE DERIVED USING THE NATIONAL GEODETIC SURVEY ONLINE POSITIONING USER SERVICE (O.P.U.S) AND ARE REFERENCED TO THE NAVD '83 DATUM.

SITE TBM

TBM #1: A CUT SQUARE AT THE NORTHWEST CORNER OF THE CONCRETE TURA AROUND ON THE NORTH SIDE OF CRABAPPLE ROAD. ELEV=756.54 (NAVD 88)

TBM #2: A CUT SQUARE AT THE SOUTHWEST CORNER OF THE CONCRETE SIDEWALK ON THE NORTH SIDE OF PAMELA DRIVE AT THE WEST END OF THE ROAD. ELEV=754.02 (NAVD 88)

TBM #3: A CUT SQUARE IN THE CONCRETE TOP OF AN UNFINISHED LIFT STATION APPROXIMATELY 200 FEET WEST OF THE POND AT THE SOUTH END OF CUMBERLAND TRAILS, SECTION ONE, PHASE TWO. ELEV=741.77 (NAVD 88)



SANITARY SEWER PLAN & PROFILES

WESTWIND at CUMBERLAND

SECTION 2

JOHNSON COUNTY, INDIANA

DRAWN BY: PDR

CHECKED BY: BKR

SHEET NO. C500

S.A.A JOB NO. 91595ARB-S2



THIS DRAWING IS NOT INTENDED TO BE REPRESENTATIVE OF A RETAINMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

CERTIFIED: 05/12/22

David J. Stoepelwerth

REGISTERED PROFESSIONAL ENGINEER

STATE OF INDIANA

No. 19358

DATE: 06/10/22

REVISIONS PER TAC COMMENTS

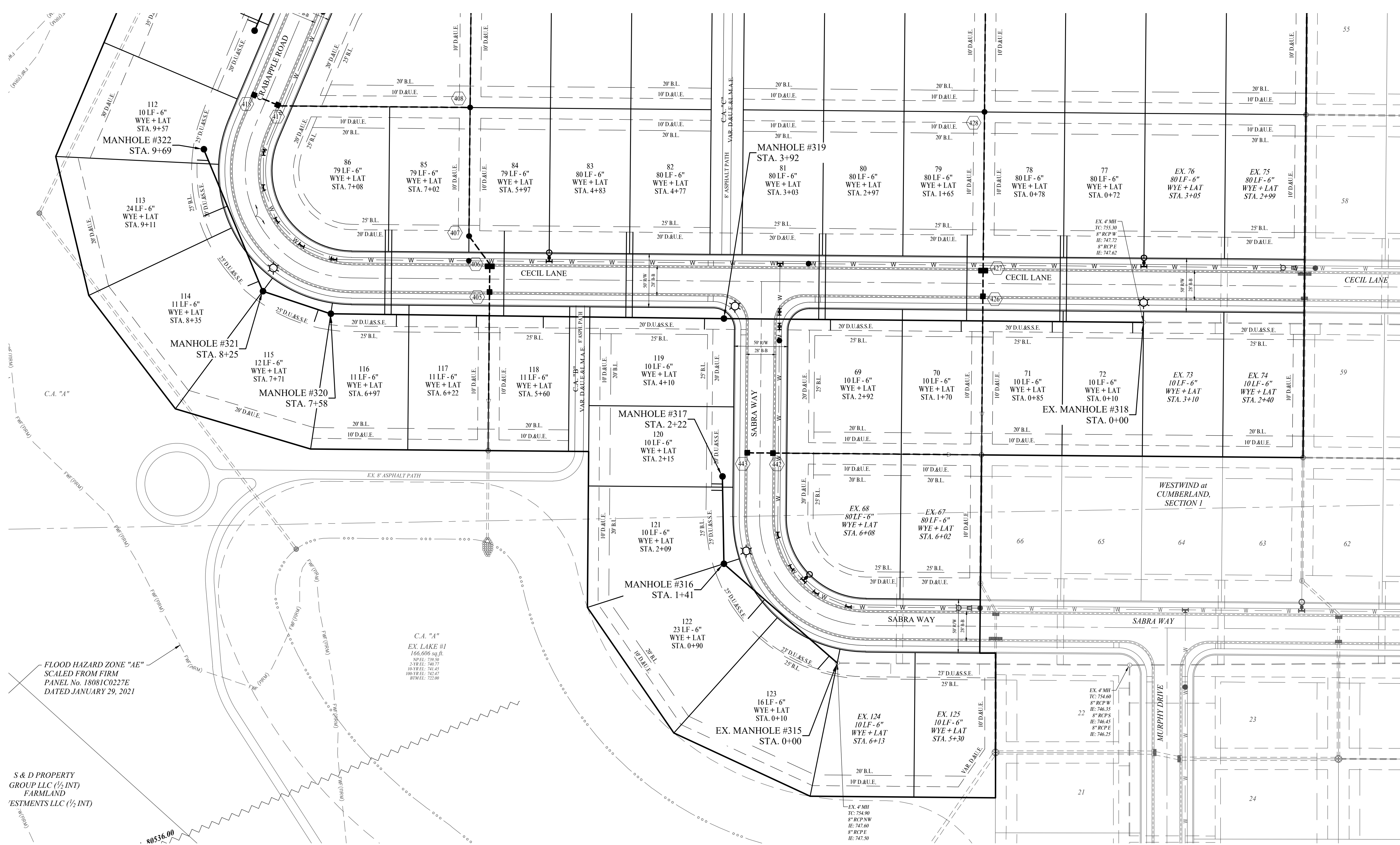
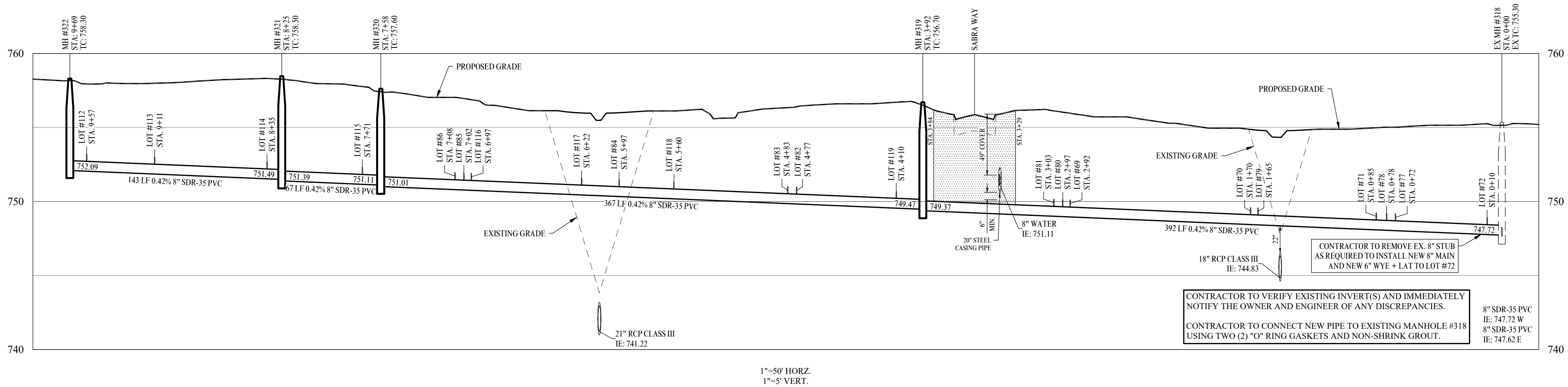
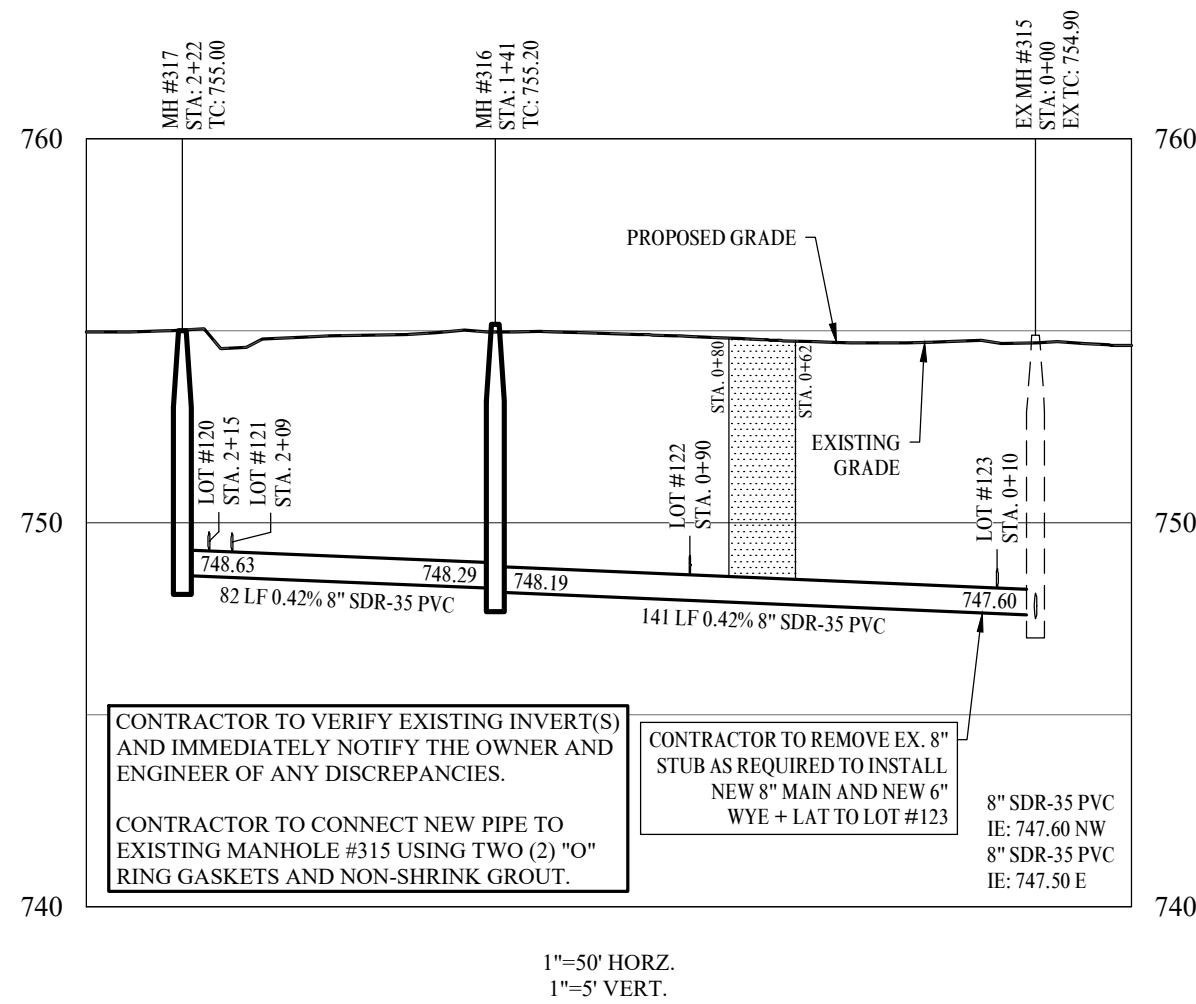
BY: PDR

STOEPPELWERTH

ALWAYS ON

7965 East 106th Street, Fishers, IN 46038-2505

phone: 317.849.5955 fax: 317.849.5942



FRANKLIN BOARD OF PUBLIC WORKS AND SAFETY
EARTHWORK AND PAVING
INSPECTION SERVICE AGREEMENT

SUBJECT PROJECT: Westwind at Cumberland Section 2

The Franklin Board of Public Works and Safety, through its Department of Planning and Engineering and in conjunction with the above described development project, requires compliance with City policies and procedures and that development be completed in accordance with plans and specifications approved by the City.

The Franklin Board of Works and Safety, through its Department of Planning and Engineering (hereinafter "City"), agrees to provide Earthwork and Paving Inspection Services and the undersigneds jointly and severally agree to pay for said service in accordance with the terms set forth herein.

Such inspection service shall be pursuant to City policies and procedures and will be conducted to determine if the subject project is constructed in accordance with plans and specifications approved by the City. Such inspection services shall determine if the project meets the requirements for acceptance into the City of Franklin Street System for maintenance, providing the owner and/or its representative adheres to City policies and procedures.

The undersigneds, at their sole cost and expense, agree to perform all work necessary to comply with the approved plans and specifications as well as the policies and procedures of the City of Franklin.

The undersigneds agree and acknowledge that the City is providing inspection services only and is not, or will not, provide design, construction or engineering services and the City makes no warranty or representation regarding the same. The undersigneds, to the fullest extent permitted by law, shall indemnify, defend (at their sole expense) and hold harmless the City of Franklin and its departments and employees ("Indemnified Parties"), from and against any and all claims for damages, demands, injury to property or person, death, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including, but not limited to, investigative and repair costs, attorneys' fees and costs, and consultants fees and costs) which arise or are in any way connected with the work performed, materials furnished or services provided in the development of the project. This indemnity and defense obligations shall extend to claims occurring after this inspection agreement is terminated or completed as well as while it is in force, and shall continue until it is finally adjudicated.

The City agrees to perform such Inspection Services for a fee of \$50.00 per hour of actual time spent on the project by the City and/or an authorized representative of the City in performing said Inspection Services.

The estimated time for completion of the project is 5 weeks.

The estimated inspection time is 10 hours per week.

The total estimated cost for Inspection Services is \$ 2,500.00.

The undersigneds agree to include ninety percent (90%) of the total estimated cost of \$ 2,250.00 with this "Agreement" with the check made payable to the City of Franklin.

The actual Inspection fee will be based on the actual number of hours of inspection required to complete the project.

The balance of the total Inspection fee and a \$100.00 processing fee is to be paid upon the acceptance of the completed work by the Board and prior to release of the performance bond by the Franklin Board of Public Works and Safety.

IN WITNESS WHEREOF, the Owner has hereunto set his hand this ____ day of _____,

WITNESS: Developer:

Contractor:

Timothy J. Walter
WESTWIND AT CUMBERLAND DEV, LLC.

Earth Resources

BY:

Signature

TIMOTHY J. WALTER

Print Name

BY:

Signature

David Graham

Print Name

In witness whereof, the Franklin Board of Public Works and Safety hereby accepts the foregoing this ____ day of _____, 20____.

Franklin Board of Works
by Mayor – Steve Barnett

Member – Ken Austin

Member – Tina Gross

ATTEST:

Jayne Rhoades, Clerk Treasurer

FRANKLIN BOARD OF PUBLIC WORKS AND SAFETY
STORM & SANITARY SEWER
INSPECTION SERVICE AGREEMENT

SUBJECT PROJECT: Westwind at Cumberland Section 2

The Franklin Board of Public Works and Safety, through its Department of Planning and Engineering and in conjunction with the above described development project, requires compliance with City policies and procedures and that development be completed in accordance with plans and specifications approved by the City.

The Franklin Board of Works and Safety, through its Department of Planning and Engineering (hereinafter "City"), agrees to provide Storm and Sanitary Sewer Inspection Services and the undersigneds jointly and severally agree to pay for said service in accordance with the terms set forth herein.

Such inspection service shall be pursuant to City policies and procedures and will be conducted to determine if the subject project is constructed in accordance with plans and specifications approved by the City. Such inspection services shall determine if the project meets the requirements for acceptance into the City of Franklin Storm and Wastewater Collection System for maintenance, providing the owner and/or its representative adheres to City policies and procedures.

The undersigneds, at their sole cost and expense, agree to perform all work necessary to comply with the approved plans and specifications as well as the policies and procedures of the City of Franklin.

The undersigneds agree and acknowledge that the City is providing inspection services only and is not, or will not, provide design, construction or engineering services and the City makes no warranty or representation regarding the same. The undersigneds, to the fullest extent permitted by law, shall indemnify, defend (at their sole expense) and hold harmless the City of Franklin and its departments and employees ("Indemnified Parties"), from and against any and all claims for damages, demands, injury to property or person, death, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including, but not limited to, investigative and repair costs, attorneys' fees and costs, and consultants fees and costs) which arise or are in any way connected with the work performed, materials furnished or services provided in the development of the project. This indemnity and defense obligations shall extend to claims occurring after this inspection agreement is terminated or completed as well as while it is in force, and shall continue until it is finally adjudicated.

The City agrees to perform such Inspection Services for a fee of \$50.00 per hour of actual time spent on the project by the City and/or an authorized representative of the City in performing said Inspection Services.

The estimated time for completion of the project is 10 weeks.

The estimated inspection time is 10 hours per week.

The total estimated cost for Inspection Services is \$ 5,000.00.

The undersigned agree to include ninety percent (90%) of the total estimated cost of \$ 4,500.00 with this "Agreement" with the check made payable to the City of Franklin.

The actual Inspection fee will be based on the actual number of hours of inspection required to complete the project.

The balance of the total Inspection fee and a \$100.00 processing fee is to be paid upon the acceptance of the completed work by the Board and prior to release of the performance bond by the Franklin Board of Public Works and Safety.

IN WITNESS WHEREOF, the Owner has hereunto set his hand this ____ day of _____,

WITNESS: Developer:

Contractor:

WESTWIND AT CUMBERLAND
DEVELOPER, LLC

Earth Resources

BY:

Signature

Timothy J. Walter
Print Name

BY:

Signature

David Graham
Print Name

In witness whereof, the Franklin Board of Public Works and Safety hereby accepts the foregoing this
____ day of _____, 20____.

Franklin Board of Works
by Mayor – Steve Barnett

Member – Ken Austin

Member – Tina Gross

ATTEST:

Jayne Rhoades, Clerk Treasurer