

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:	02/18/2015	Requested Meeting Date:	03/02/2015		
		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:					
Name:	Lynnette Gray		Telephone:	(317) 738-3365	
Title or Position:	City Attorney				
E-Mail:	lynng@jgmlawfirm.com				
Address:	63 E. Court Street				
City:	Franklin	State:	IN	ZIP:	46131
Who will attend the meeting and present the request?					
Name:	Lynnette Gray & Travis Underhill		Telephone:	(317) 738-3365	
Title or Position:	City Attorney & City Engineer				
E-Mail:	lynng@jgmlawfirm.com ; tunderhill@franklin.in.gov				
Please describe the purpose or title of your presentation.					
To request approval of the Interlocal Agreement between the City of Franklin and Johnson County regarding the Parking Lot Improvements at 101 East Jefferson, Franklin, Indiana;					
Supporting documents: All supporting documents should be submitted with the request form.					
1. Interlocal Agreement – City of Franklin and Johnson County, Indiana –Parking Lot Improvements at 101 East Jefferson, Franklin, Indiana;					

**INTERLOCAL AGREEMENT
BETWEEN
JOHNSON COUNTY, INDIANA
AND
THE CITY OF FRANKLIN, INDIANA
REGARDING
PARKING LOT IMPROVEMENTS
AT 101 EAST JEFFERSON, FRANKLIN, INDIANA**

This Interlocal Agreement is entered 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 (the "BOW") and its Department of Redevelopment/Redevelopment Commission (the "RDC") (collectively, the BOW and RDC are the "City").

WITNESSETH

WHEREAS, the County and the City have authority to expend funds for and public improvement projects; and

WHEREAS, the County and City are authorized to cooperate on projects; and

WHEREAS, the City and County desire to cooperate in the design, construction, and funding of a parking lot renovation and reconfiguration project located on real property owned by the County at 101 East Jefferson Street, Franklin, Johnson County, Indiana (the "Project").

NOW, THEREFORE, in exchange for mutual consideration, the receipt and legal sufficiency of which the parties acknowledge, the County and the City agree as follows:

- 1) **Agreement Duration.** This Agreement shall begin upon execution of all parties and shall last until Project completion, but no longer than one (1) year after commencement of the Project unless extended by written agreement of all parties.
- 2) **Agreement Purpose.** The purpose of this Agreement is to ensure uniformity of design and construction, and to realize cost-savings through the parties' cooperation and joint efforts.
- 3) **The Manner of Financing, Staffing, and Supplying the Project and of Establishing and Maintaining a Project Budget.**
 - a) **Manner of Completion.** The Project will be completed as follows:
 - i) The County shall contract for and oversee the demolition of the existing drive-through component on the south side of the parking lot. The City shall reimburse the County for the demolition work up to the sum of One Hundred Thousand Dollars (\$100,000.00) within thirty (30) days of the County presenting the City with documentation showing the County has paid in full

- the costs of the demolition portion of the Project.
- ii) The City shall prepare or cause to be prepared, at the City's expense, plans for the construction of the Project, which shall include paving the parking lot and configuring thirty-four (34) parking spaces, with seventeen (17) of such parking spaces being reserved for County business and the other seventeen (17) parking spaces being dedicated to parking for the general public. Five (5) of the public parking spots shall be located adjacent to the building located at 155 East Jefferson Street.
 - iii) The plans shall be submitted to the County for approval and shall be consistent with the diagram attached hereto as Exhibit "A." The work contemplated in the plans is hereafter referred to as the "Improvements," and construction of the Improvements shall not commence until the plans are approved by the Johnson County Board of Commissioners in a public meeting.
 - iv) After the County approves the plans, no changes to the Project or parking lot shall be made without the County and City's written agreement and approval.
 - v) Subsequent to the County's approving the plans, the City shall contract for the construction of the Improvements to be made to the parking lot, shall oversee such construction, and shall pay for such construction at its sole expense.
 - vi) During construction, the City shall inspect the daily work concerning the Project, and will promptly notify the other parties in writing of any known deficiencies in the work concerning the Project.
 - vii) The County shall have the right to inspect the work during the construction of the Improvements and to come onto the property at reasonable times during construction without notice.
 - viii) If the County reasonably believes the Project is progressing inconsistently with the plans, and upon the County giving the City notice of its belief, the City shall halt further work on the Project until the parties agree to resume the work.
 - ix) Work performed on the Project shall comply with all applicable federal, state, and local laws, rules, and regulations.
- b) Partial or Complete Termination. The parties agree to cooperate in the partial or complete termination of this Agreement as required by Indiana Code 36-1-7-3 in the event partial or complete termination is necessary and will, by agreement, allocate responsibility for maintenance of the parking lot in the event this agreement is terminated and to provide for their respective responsibilities in the event of same.
- 4) **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 Clerk-Treasurer of the City of Franklin, Indiana.
- 5) **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.

- 6) **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.
- 7) **Maintenance Agreement.** The parties agree that upon completion of the Project, the County shall maintain the parking lot and shall provide snow removal services thereon as required.
- 8) **General Requirements.** The parties agree to comply with the requirements of the Indiana Code, as applicable, including the following:
 - a) Non-Collusion Affidavits will be required of all contractors and shall be submitted on the form provided by the State Board of Accounts.
 - b) The parties reasonably anticipate the total Project cost will be less than \$350,000.00; therefore, unless the Project exceeds that amount the common construction wage provisions under Indiana Code 5-16-7 will not apply.
 - c) Antidiscrimination provisions will apply.
 - d) E-Verify Affidavits will be required of all contractors.
 - e) Certification of No Involvement in Iranian Energy Industry will be required of all contractors.
- 9) **Time of Essence.** Time is of the essence of 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.
- 10) **Breach.** Before any failure of any party of this Agreement to perform its obligations under this Agreement shall 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.
- 11) **Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, and by the execution of such amendment by the parties or their successors in interest.

- 12) **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.
- 13) **Severability.** If any provision, covenant, agreement, or portion 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 provisions, covenants, agreements, or portions of this Agreement and, to that end, any provisions, covenants, agreements, or portions of this Agreement are declared to be severable.
- 14) **Construction and Interpretation of Agreement / Indiana Law.** This Agreement shall be construed in accordance with the laws of the State of Indiana. The parties agree that they and their attorneys have each reviewed this Agreement, and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party or parties shall not be used in the interpretation of this Agreement.
- 15) **Waiver Ineffective.** No waiver, modification, or amendment 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.
- 16) **Notices.** All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To the County: Johnson County Board of Commissioners
86 West Court Street
Franklin IN 46131

To the BOW: 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 addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. In the event notice delivered by registered mail is refused or otherwise undeliverable, said 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.

- 17) **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.
- 18) **Assignment.** The rights and obligations contained in this Agreement may not be assigned without the express prior written consent of the parties.
- 19) **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.
- 20) **Effective Date.** Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement.
- 21) **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 "Substantial Completion" 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.

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

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

Voting Affirmative:

Mayor Joseph E. McGuinness

Steve Barnett

Robert Swinehammer

Attest:

Janet P. Alexander, Clerk Treasurer

Voting Opposed:

Mayor Joseph E. McGuinness

Steve Barnett

Robert Swinehammer

**CITY OF FRANKLIN, INDIANA
Redevelopment Commission,
Department of Redevelopment**

Approved this ____ day of _____, 2015.

By: _____
Robert D. Heuchan, President

By: _____
Robert Henderson, Vice President

By: _____
Brian J. Deppe, Secretary

By: _____
Jay Goad, Member

By: _____
Richard Wertz, Member

**JOHNSON COUNTY, INDIANA
BOARD OF COMMISSIONERS**

Approved this 21st day of January, 2015.

By: Brian P. Baird
Brian P. Baird, Chairman

By: Absent
Ronald H. West, Member

By: Kevin M. Walls
Kevin M. Walls, Member

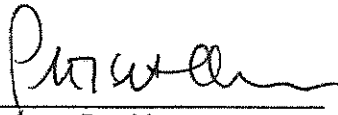
Attest:

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

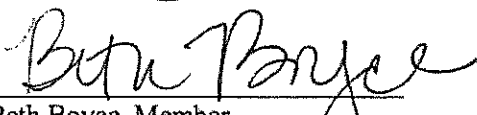
**FISCAL BODY APPROVAL
FOR JOHNSON COUNTY, INDIANA**

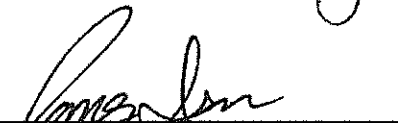
Approved this 9th day of February, 2015.

JOHNSON COUNTY COUNCIL

By: 
Pete Ketchum, President

By: 
Loren Snyder, Vice President

By: 
Beth Boyce, Member

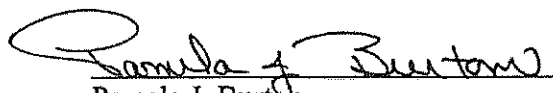
By: 
James Ison, Member

By: 
John Myers, Member

By: 
W. Brian Walker, Member

By: Abstained
Rob D. Henderson, Member

Attest:


Pamela J. Burton,
Auditor – Johnson County, Indiana

Introduced and Filed on the ____ day of _____, 2015. A motion to consider same on the First Reading or day of introduction was [not offered] [sustained by a vote of ____ in Favor and ____ Opposed, pursuant to Indiana Code § 36-4-6-13.]

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 ____ in Favor and ____ Opposed.

City of Franklin, Indiana, by its Common Council:

Voting Affirmative:

Voting Opposed:

Steve Barnett, President

Steve Barnett, President

Joseph P. Abban, Vice President

Joseph P. Abban, Vice President

Joseph R. Ault, Member

Joseph R. Ault, Member

Kenneth Austin, Member

Kenneth Austin, Member

Robert Henderson, Member

Robert Henderson, Member

Stephen Houghland, Member

Stephen Houghland, Member

Richard Wertz, Member

Richard Wertz, Member

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 § 36-4-6-15, 16 this ____ day of _____, 2015 at ____ o'clock ____ .M.

Janet P. Alexander

City Clerk Treasurer

This Interlocal Agreement Between Johnson County, Indiana and The City of Franklin, Indiana Regarding Parking Lot Improvements at 101 East Jefferson, Franklin, Indiana having been passed by the legislative body and presented to me was Approved by me and duly adopted, pursuant to Indiana Code § 36-4-6-16a)(1) Vetoed pursuant to Indiana code § 36-4-6-16(a)(2), this _____ day of _____, 2015 at _____ o'clock _____.M.

Joseph E. McGuinness, Mayor

Attest:

Janet P. Alexander,
City Clerk Treasurer

Approved as to Form:

Lynnette Gray, City Attorney

INSERT EXHIBIT "A" – DIAGRAM OF PROJECT

JOHNSON COUNTY EAST ANNEX PARKING



NOT TO SCALE



WORK ITEMS

- 1) REMOVE 2 CURB ISLANDS AND INSTALL PAVEMENT PATCH TO MATCH EXISTING PAVEMENT
- 2) SEAL ENTIRE PARKING LOT AFTER PATCHING
- 3) STRIPE AS SHOWN

TOTAL PROPOSED PARKING = 34 SPOTS
(17 COUNTY & 17 PUBLIC)



PREPARED BY:



Transportation &
Development Consultants
301 S. W. 10th St., Suite 200, Fort Lauderdale, FL 33304
MAY 2014

EXHIBIT
A

PERGARD 800-831-6989