

**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:	March 15, 2017	Meeting Date:	March 20, 2017
Contact Information:			
Requested by:	Joanna Myers		
On Behalf of Organization or Individual: West Franklin Homes, LLC			
Telephone:	317-736-3631		
Email address:	jmyers@franklin.in.gov		
Mailing Address:	70 E. Monroe Street, Franklin, IN 46131		
Describe Request:			
Acceptance and execution of Storm & Sanitary Sewer Inspection Service Agreement, Earthwork & Paving Inspection Service Agreement and platover easements related to Cumberland Trace, Sec. 2 (PC 2016-20).			
List Supporting Documentation Provided:			
1. Storm & Sanitary Sewer Inspection Agreement			
2. Earthwork & Paving Inspection Service Agreement			
3. Drainage Easement and Right-of-way			
Who will present the request?			
Name:	Joanna Myers	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.

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

SUBJECT PROJECT: Cumberland Trace - Section Two - PC2016-20FP

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, 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 8 weeks.

The estimated inspection time is 20 hours per week.

The total estimated cost for Inspection Services is \$ 8,000.00.

The undersigned agree to include ninety percent (90%) of the total estimated cost of \$ 7,200.00 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 10th day of MARCH, 2017.

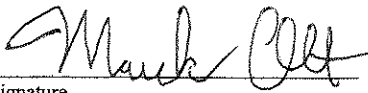
WITNESS: Developer:

West Franklin Homes, LLC

Contractor:


Fisher Contracting

BY:


Signature

Mark Alt
Print Name

BY:


Signature

James H. Fisher
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 – Melissa L. Jones

Member – Bob Swinchamer

ATTEST:

Jayne Rhoades, Clerk Treasurer

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

SUBJECT PROJECT: Cumberland Trace - Section Two - PC2016-20FP

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 4 weeks.

The estimated inspection time is 10 hours per week.

The total estimated cost for Inspection Services is \$ 2,000.00.

The undersigneds agree to include ninety percent (90%) of the total estimated cost of \$ 1,800.00 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 10TH day of MARCH, 2017.

WITNESS: Developer:

West Franklin Homes, LLC

BY: [Signature]
Signature

Mark Alt
Print Name

Contractor:

Fisher Contracting

BY: [Signature]
Signature

James H. Fisher
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 – Melissa L. Jones

Member – Bob Swinehamer

ATTEST:

Jayne Rhoades, Clerk Treasurer

DRAINAGE EASEMENT AND RIGHT-OF-WAY

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

In exchange for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and legal sufficiency of which the undersigned **West Franklin Homes, LLC** ("Grantor"), acknowledges, the Grantor grants, bargains, sells, transfers and conveys to the City of Franklin, Indiana ("Grantee"), its successors and assigns, an exclusive easement and right-of-way described as follows:

A perpetual permanent easement as shown on Exhibits A-1, A-2, B-1, B-2, C-1, C-2, D-1, D-2

Cross-referencing Instrument No. **2015-029970**

Recorded on **December 28, 2015**

With the right to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace, and remove Drainage Improvements across and through the Grantor's land and use said land as a right-of-way.

This easement is being given in consideration of Grantor's construction plans and constitutes good and valuable consideration for this grant and constitutes full payment for any reasonable damage to Grantor's land, its successors and assigns. The Grantor covenants that it and its successors and assigns shall install and maintain, at their sole cost and expense, the easement, right-of-way, and any and all improvements therein, in good repair upon installation and after all improvements are complete.

Grantee shall have the right to inspect the improvements and in the event Grantor fails to maintain the easement and right-of-way in good operation and repair, Grantee may come upon the property described herein and make said repairs or maintain said property and Grantee's costs, including reasonable expenses in enforcing said agreement, shall become a lien against the property to be paid by Grantor.

In acquiring this easement and right-of-way, the Grantor, his successors and assigns, reserve the right to use and fully enjoy the easement and right-of-way for all purposes consistent with the necessary and convenient use of the easement and right-of-way by the Grantee, its successors and assigns. Specifically, the Grantor reserves the right to cross small sections of the easement and right-of-way with driveways, sewers, utilities, drains, and the like, provided that the Grantee's facilities, operations, and/or maintenance of the easement and right-of-way are not disturbed. The Grantor will permit no structure to be erected or permitted on the easement and right-of-way, unless the Grantee consents in writing to such structure.

Grantor, its successors and assigns, and Grantee, its successors and assigns, agree that if, after execution of this Easement, a secondary plat is recorded (the "Plat") which contains any real estate included within the area of this Easement and for which such Plat provides the same area or a reasonable alternative area for the

drainage easement, then the easement granted by this Easement shall become null and void as to the area for which the recorded Plat includes such provisions. Any part of the area of this Easement not included in the Plat for which the Plat does not contain drainage easement provisions shall remain burdened by this Easement.

The grant of this easement and right-of-way, with its provisions, is a covenant running with the land for the Grantee's, its successors and assigns benefit.

The Grantor certifies that he/she/it is the owner of the real property described in this easement and right-of-way, and is fully authorized to grant this easement and right-of-way.

Executed this 10TH day of MARCH, 20 17.

By: Mark Alt

Printed: Mark Alt

Title: Manager

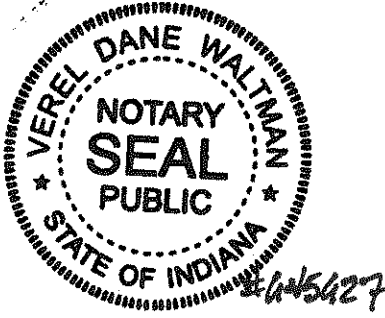
STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Mark Alt being first duly sworn upon their oath, and acknowledged the execution of the foregoing and the facts therein set forth are true and correct.

WITNESS MY HAND AND NOTARIAL SEAL THIS 10TH DAY OF MARCH, 20 17.

Verel Dane Waltman
Notary Public
Printed: Verel Dane Waltman
Resident of Brazil County

My Commission Expires:
July 7, 2021



INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, 20 ____.

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

Voting Affirmative:

Voting Opposed:

Mayor Steve Barnett

Mayor Steve Barnett

Melissa L. Jones

Melissa L. Jones

Robert Swinehamer

Robert Swinehamer

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.

Signed: _____

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

Exhibit "A-1"

DRAINAGE EASEMENT

DESCRIPTION

Part of the Southwest Quarter of Section 10, Township 12 North, Range 4 East of the Second Principal Meridian located in Franklin Township, Johnson County, Indiana described as follows:

Commencing at the Southwest Corner of said Quarter Section also being the northwest corner of Cumberland Trails First Section, Third Phase recorded as Instrument Number 2001-025690, Plat Book "D", Pages 373 "A" and "B" in the Office of the Johnson County Recorder; thence North 88 degrees 16 minutes 57 seconds East along the north line of said Quarter Section and along the north line of said Cumberland Trails First Section, Third Phase 1347.52 feet to the southwest corner of Oakleaf Manor Section Three "B" recorded as Instrument Number 2000-029667, Plat Book "D", Pages 336 "A" and "B" in said Recorders Office; thence North 00 degrees 10 minutes 32 seconds West along the west line of said Oakleaf Manor Section Three "B" 613.21 feet thence South 88 degrees 16 minutes 57 seconds West 302.64 feet; thence South 01 degrees 43 minutes 03 seconds East 173.00 feet; thence North 88 degrees 15 minutes 57 seconds East 16.85 feet; thence South 01 degrees 43 minutes 03 seconds East 95.92 feet; thence South 39 degrees 36 minutes 12 seconds West 33.68 feet; thence South 68 degrees 06 minutes 06 seconds West 25.46 feet; thence South 88 degrees 16 minutes 57 seconds West 396.89 feet to the Point of Beginning of the herein described parcel; thence South 07 degrees 22 minutes 35 seconds East 10.05 feet; thence South 88 degrees 16 minutes 57 seconds West 20.10 feet; thence North 07 degrees 22 minutes 35 seconds West 140.55 feet to a non-tangent curve to the right having a central angle of 78 degrees 27 minutes 47 seconds, subtended by a chord bearing of South 46°36'29" East 31.62 feet, thence southeasterly along said curve 34.24 feet; thence South 07 degrees 22 minutes 35 seconds East 107.99 feet to the Point of Beginning containing 0.06 acre more or less (2708 square feet).

Subject to all easements, restrictions and rights-of-way.

SEE EXHIBIT "A-2"

Exhibit "A-2"

DRAINAGE EASEMENT

NORTH
Scale: 1"=80'

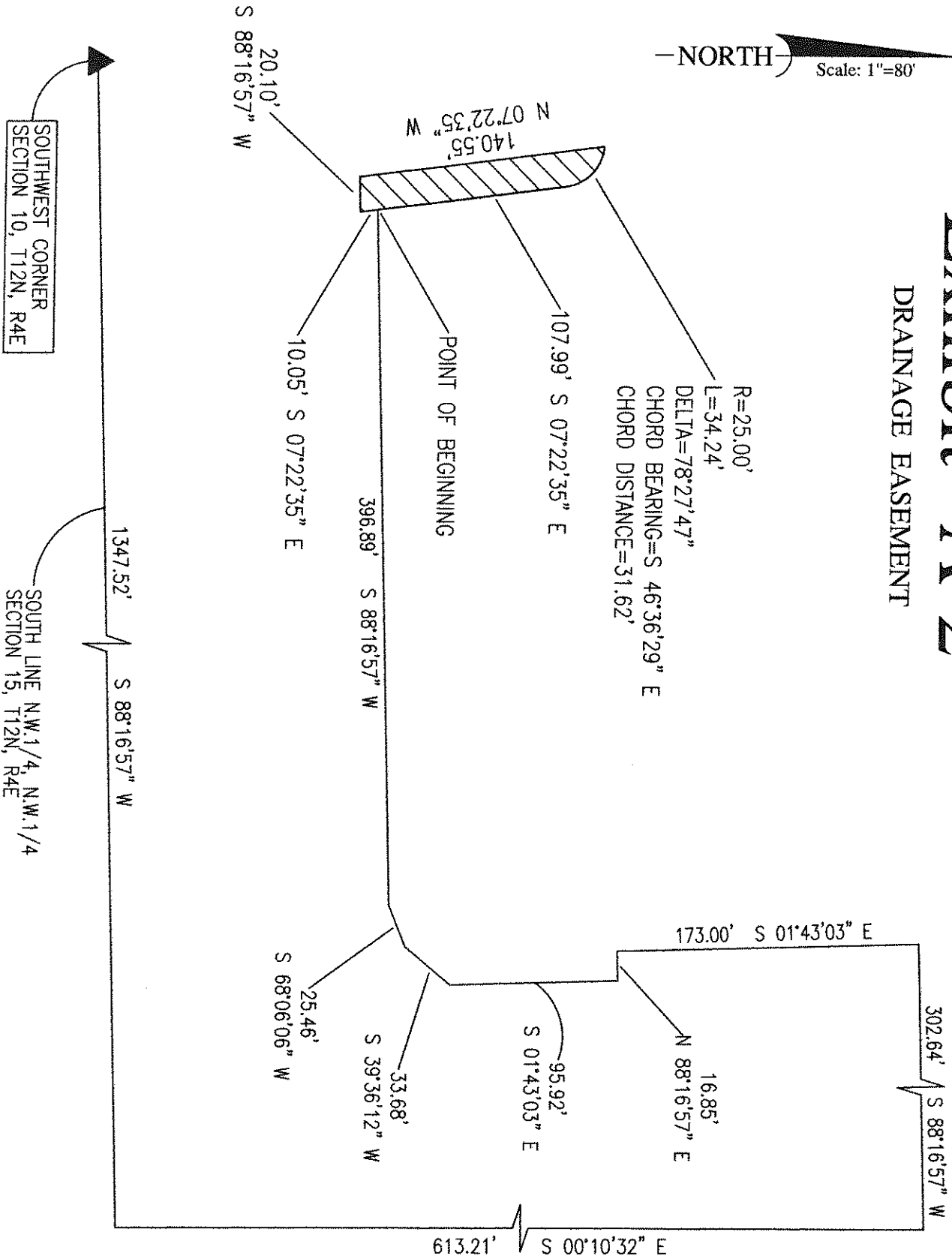


Exhibit "B-1"

DRAINAGE EASEMENT

DESCRIPTION

Part of the Southwest Quarter of Section 10, Township 12 North, Range 4 East of the Second Principal Meridian located in Franklin Township, Johnson County, Indiana described as follows:

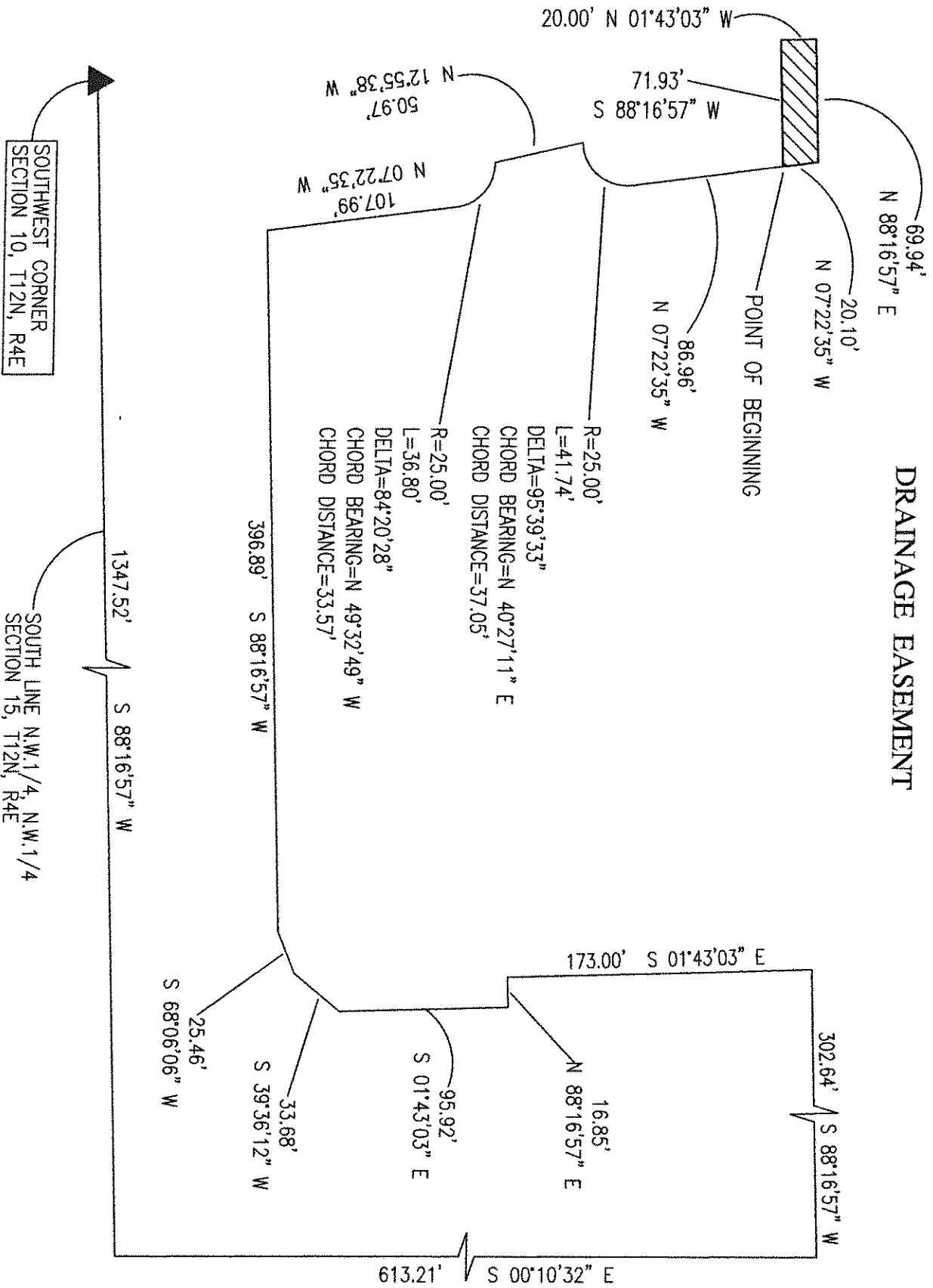
Commencing at the Southwest Corner of said Quarter Section also being the northwest corner of Cumberland Trails First Section, Third Phase recorded as Instrument Number 2001-025690, Plat Book "D", Pages 373 "A" and "B" in the Office of the Johnson County Recorder; thence North 88 degrees 16 minutes 57 seconds East along the north line of said Quarter Section and along the north line of said Cumberland Trails First Section, Third Phase 1347.52 feet to the southwest corner of Oakleaf Manor Section Three "B" recorded as Instrument Number 2000-029667, Plat Book "D", Pages 336 "A" and "B" in said Recorders Office; thence North 00 degrees 10 minutes 32 seconds West along the west line of said Oakleaf Manor Section Three "B" 613.21 feet; thence South 88 degrees 16 minutes 57 seconds West 302.64 feet; thence South 01 degrees 43 minutes 03 seconds East 173.00 feet; thence North 88 degrees 15 minutes 57 seconds East 16.85 feet; thence South 01 degrees 43 minutes 03 seconds East 95.92 feet; thence South 39 degrees 36 minutes 12 seconds West 33.68 feet; thence South 68 degrees 06 minutes 06 seconds West 25.46 feet; thence South 88 degrees 16 minutes 57 seconds West 396.89 feet; thence North 07 degrees 22 minutes 35 seconds West 107.99 feet to the point of curvature of a curve to the left having a central angle of 84 degrees 20 minutes 28 seconds and a radius of 25.00 feet, said curve subtended by a chord bearing of North 49 degrees 32 minutes 49 seconds West and a chord length of 36.80 feet; thence northwesterly along said curve 36.80 feet; thence North 12 degrees 55 minutes 38 seconds West 50.97 feet to the point of a non-tangent curve to the left having a central angle of 95 degrees 39 minutes 33 seconds and a radius of 25.00 feet, said curve subtended by a chord bearing of North 40 degrees 27 minutes 11 seconds East and a chord length of 37.05 feet; thence northeasterly along said curve 37.05 feet; thence North 07 degrees 22 minutes 35 seconds West 86.96 feet to the Point of Beginning of the herein described parcel; Thence South 88 degrees 16 minutes 57 seconds West 71.93 feet; thence North 01 degrees 43 minutes 03 seconds West 20.00 feet; thence North 88 degrees 16 minutes 57 seconds East 69.94 feet; thence South 07 degrees 22 minutes 35 seconds East 20.10 feet to the Point of Beginning containing 0.03 acre (1419 square feet).

Subject to all easements, restrictions and rights-of-way.

SEE EXHIBIT "B-2"

Exhibit "B-2"

DRAINAGE EASEMENT



— NORTH

Scale: 1"=80'

Exhibit "C-1"

DRAINAGE EASEMENT

DESCRIPTION

Part of the Southwest Quarter of Section 10, Township 12 North, Range 4 East of the Second Principal Meridian located in Franklin Township, Johnson County, Indiana described as follows:

Commencing at the Southwest Corner of said Quarter Section also being the northwest corner of Cumberland Trails First Section, Third Phase recorded as Instrument Number 2001-025690, Plat Book "D", Pages 373 "A" and "B" in the Office of the Johnson County Recorder; thence North 88 degrees 16 minutes 57 seconds East along the north line of said Quarter Section and along the north line of said Cumberland Trails First Section, Third Phase 1347.52 feet to the southwest corner of Oakleaf Manor Section Three "B" recorded as Instrument Number 2000-029667, Plat Book "D", Pages 336 "A" and "B" in said Recorders Office; thence North 00 degrees 10 minutes 32 seconds West along the west line of said Oakleaf Manor Section Three "B" 954.82 feet to the Point of Beginning of the herein described parcel; thence South 88 degrees 16 minutes 57 seconds West 110.10 feet to the Point of Beginning; thence continuing South 88 degrees 16 minutes 57 seconds West 149.99 feet; thence North 01 degrees 43 minutes 03 seconds West 66.48 feet; thence South 88 degrees 16 minutes 57 seconds West 436.72 feet; thence North 01 degrees 43 minutes 03 seconds West 26.00 feet; thence North 88 degrees 16 minutes 57 seconds East 450.88 feet; thence South 01 degrees 43 minutes 03 seconds West 50.48 feet; thence North 88 degrees 16 minutes 57 seconds East 112.35 feet; thence North 17 degrees 03 minutes 15 seconds West 71.89 feet; thence North 72 degrees 56 minutes 45 seconds East 20.00 feet; thence South 17 degrees 03 minutes 15 seconds East 87.74 feet to the Point of Beginning containing 0.35 acres (15,275 square feet).

Subject to all easements, restrictions and rights-of-way.

SEE EXHIBIT "C-2"

Exhibit "C-2"

DRAINAGE EASEMENT

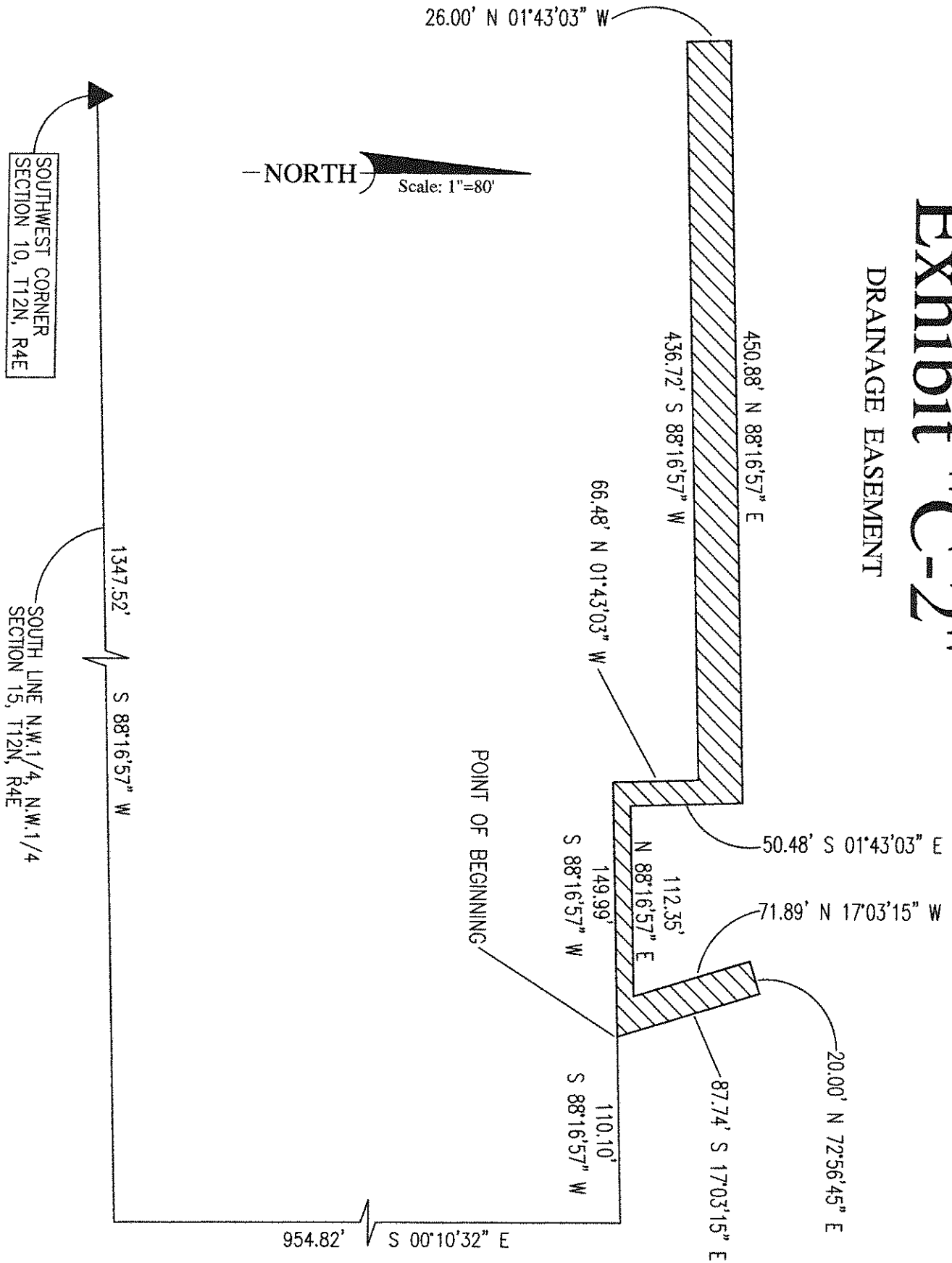


Exhibit "D-1"

DRAINAGE EASEMENT

DESCRIPTION

Part of the Southwest Quarter of Section 10, Township 12 North, Range 4 East of the Second Principal Meridian located in Franklin Township, Johnson County, Indiana described as follows:

Commencing at the Southwest Corner of said Quarter Section also being the northwest corner of Cumberland Trails First Section, Third Phase recorded as Instrument Number 2001-025690, Plat Book "D", Pages 373 "A" and "B" in the Office of the Johnson County Recorder; thence North 88 degrees 16 minutes 57 seconds East along the north line of said Quarter Section and along the north line of said Cumberland Trails First Section, Third Phase 1347.52 feet to the southwest corner of Oakleaf Manor Section Three "B" recorded as Instrument Number 2000-029667, Plat Book "D", Pages 336 "A" and "B" in said Recorders Office; thence North 00 degrees 10 minutes 32 seconds West along the west line of said Oakleaf Manor Section Three "B" 954.82 feet to the Point of Beginning of the herein described parcel; thence South 88 degrees 16 minutes 57 seconds West 260.09 feet; thence North 01 degrees 43 minutes 03 seconds West 66.48 feet; thence South 88 degrees 16 minutes 57 seconds West 486.12 feet to the Point of Beginning of the herein described parcel; Thence continuing South 88 degrees 16 minutes 57 seconds West 37.13 feet to a non-tanget curve to the left having a radius of 855.00 feet and a central angle of 00 degrees 51 minutes 45 seconds, and subtended by a chord bearing of South 05 degrees 47 minutes 31 seconds West and a chord distance of 12.57 feet; thence southwesterly along said curve 12.57 feet; thence North 80 degrees 07 minutes 27 seconds West 22.37 feet; thence North 04 degrees 30 minutes 39 seconds East 300.74 feet; thence North 88 degrees 16 minutes 57 seconds East 20.12 feet; thence South 04 degrees 30 minutes 39 seconds West 284.71 feet; thence South 80 degrees 07 minutes 27 seconds East 39.64 feet to the Point of Beginning containing 0.14 acres (6243 square feet).

Subject to all easements, restrictions and rights-of-way.

SEE EXHIBIT "D-2"

Exhibit "D-2"

DRAINAGE EASEMENT

