

**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.*

|  |   |                      |               |
|--|---|----------------------|---------------|
| <b>Date Submitted:</b>   | November 9, 2021                        | <b>Meeting Date:</b> | Nov. 15, 2021 |
| <b>Contact Information:</b>  |   |                      |               |
| <b>Requested by:</b>   | Joanna Tennell                          |                      |               |
| <b>On Behalf of Organization or Individual:</b>  | Peter Grimmer                           |                      |               |
| <b>Telephone:</b>  | 317-736-3631                            |                      |               |
| <b>Email address:</b>  | jtennell@franklin.in.gov                |                      |               |
| <b>Mailing Address:</b>  | 70 E. Monroe Street, Franklin, IN 46131 |                      |               |
| <b>Describe Request:</b>   |   |                      |               |
| Request the following Performance Letters of Credit and Subdivision Performance Surety Agreements to be released for Homesteads at Hillview, Section 1.  |   |                      |               |
| Performance Letters of Credit & Subdivision Performance Surety Agreements:<br>LOC # 0179932538: Infrastructure/Erosion Control/Surface Stabilization - \$90,000.00<br>LOC # 0179932546: Surface Asphalt - \$84,000.00<br>LOC # 0179932570: Monumentation - \$8,400.00          |   |                      |               |
| Request the following Maintenance Letters of Credit and Subdivision Maintenance Surety Agreements to be accepted for Homesteads at Hillview, Section 1.  |   |                      |               |
| Maintenance Letters of Credit & Subdivision Maintenance Surety Agreements:<br>LOC # 79932512-10-3: Infrastructure/Erosion Control/Surface Stabilization - \$18,750.00<br>LOC # 79932512-10-2: Surface Asphalt - \$17,500.00<br>LOC # 79932512-10-1: Monumentation - \$1,750.00 |   |                      |               |
| <b>List Supporting Documentation Provided:</b>   |   |                      |               |
| 1. Performance LOCs and Agreements (originals to be provided at meeting)   |   |                      |               |
| 2. Maintenance LOCs and Agreements   |   |                      |               |
| <b>Who will present the request?</b>   |   |                      |               |
| <b>Name:</b>   | Joanna Tennell                          | <b>Telephone:</b>    | 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.*



November 15, 2021

IRREVOCABLE LETTER OF CREDIT NO. 79932512-10-1

City of Franklin  
70 E. Monroe Street  
Franklin, IN 46131

Gentlemen:

We hereby authorize you to value on us for the account of Homesteads at Hillview/Section 1 (Peter L. Grimmer) ("Developer"), for a sum or sums in United States of American Dollars not to exceed One Thousand Seven Hundred Fifty and 00/100 DOLLARS (\$1,750.00), by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Developer will perform as required the maintenance of Monumentation at Homesteads at Hillview/Section 1, located at Eastview Drive and Upper Shelbyville Road, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Developer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific areas of problems.

This Standby Letter of Credit is effective as of November 15, 2021, and shall expire on November 15, 2024 (3 years), but such expiration date shall be automatically extended for a period of one (1) year on November 15, 2024, and each successive expiration date, unless a release is received from the City of Franklin or we notify both the City of Franklin and Developer by certified mail at least ninety (90) days before the current expiration date that we have decided not to extend this Standby Letter of Credit beyond the current expiration date. In the event of such notification by us, the credit established by this Letter shall be available to the City of Franklin upon its sight draft or demand for payment for ninety (90) days after receipt of such notice by the City of Franklin as shown on the signed return receipt.

All drafts must be marked, "Drawn under Mutual Savings Bank, Irrevocable Letter of Credit No. 79932512-10-1".

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of the credit shall be duly honored on due presentation to the drawee.

Please address all correspondence regarding this Letter of Credit to: Rob Henderson, Executive Vice President, Mutual Savings Bank, 1124 N. Main Street, Franklin, IN 46131, mentioning our reference number as it appears.

Demands presented by facsimile to facsimile number (317) 736-7157 are acceptable provided that if any such demand is presented by facsimile, the original draft, statement and Letter of Credit shall be simultaneously forwarded by overnight courier service to our office located at the address stated above; provided further that the failure of the courier service to timely deliver shall not effect the efficacy of demand.

Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this Letter of Credit shall be governed by the laws of the State of Indiana, and Mutual Savings Bank further stipulates that the preferred venue for such disputes shall be located solely in the Johnson County Circuit or Superior Courts of Indiana.

Sincerely,



Robert D. Henderson  
Mutual Savings Bank  
Executive Vice President

Attest:



David Coffey  
Mutual Savings Bank  
President

## Subdivision Maintenance Surety Agreement

Project Name Homesteads at Hillview/Section One  
Improvements Monumentation

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,

*Developer's Company Name* Peter L. Grimmer as Principal

*Developer's Company Address* Franklin, IN and

*Surety Company Name* Mutual Savings Bank

*Surety Company Address* 80 E Jefferson St, Franklin, IN 46131 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of One Thousand Seven Hundred Fifty and 00/100 DOLLARS, (1,750.00) for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.


SEALED AND DATED THIS 15th DAY OF November, 2021. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Peter L. Grimmer/Developer has installed and completed improvements of Homesteads at Hillview, Section 1, Monumentation.

NOW, THEREFORE, warrants its workmanship and all materials used in the work to be in accordance with the standards, specifications, and requirements of the City of Franklin, Indiana, and if Peter L. Grimmer, at its own expense for a period of three (3) years from the date of acceptance by the City of Franklin, Indiana, shall make all repairs which may become necessary by reason of improper workmanship or materials, then this obligation to be null and void, otherwise to be and remain in full force and effect.

It is a further condition of this agreement that the applicable surety is not released by official action of the Board of Public Works and Safety within the stated three (3) years from the date of acceptance, such term shall automatically extend for an additional one hundred and eighty (180) day period.

BY: *Developer's Company Name (printed)* Homesteads at Hillview  
*Signature for Developer's Company*   
*Signatory Name & Title (printed)* Peter L. Grimmer / Developer

BY: *Surety Company Name* Mutual Savings Bank  
*Signature of Attorney-in-Fact*   
*Attorney-in-Fact (printed)* Robert D. Henderson / EVP, Chief Lending Officer

\*\*\*\*\*

Accepted by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Steve Barnett, Board Member Melissa L. Jones, Board Member Bob Swinehamer, Board Member

ATTEST: \_\_\_\_\_  
Jayne Rhoades, Clerk-Treasurer

\*\*\*\*\*

Released by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Board Member Board Member Board Member

ATTEST: \_\_\_\_\_  
Clerk-Treasurer



November 15, 2021

IRREVOCABLE LETTER OF CREDIT NO. 79932512-10-2

City of Franklin  
70 E. Monroe Street  
Franklin, IN 46131

Gentlemen:

We hereby authorize you to value on us for the account of Homesteads at Hillview/Section 1 (Peter L. Grimmer) ("Developer"), for a sum or sums in United States of American Dollars not to exceed Seventeen Thousand Five Hundred and 00/100 DOLLARS (\$17,500.00), by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Developer will perform as required the maintenance of Surface Asphalt at Homesteads at Hillview/Section 1, located at Eastview Drive and Upper Shelbyville Road, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Developer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific areas of problems.

This Standby Letter of Credit is effective as of November 15, 2021, and shall expire on November 15, 2024 (3 years), but such expiration date shall be automatically extended for a period of one (1) year on November 15, 2024, and each successive expiration date, unless a release is received from the City of Franklin or we notify both the City of Franklin and Developer by certified mail at least ninety (90) days before the current expiration date that we have decided not to extend this Standby Letter of Credit beyond the current expiration date. In the event of such notification by us, the credit established by this Letter shall be available to the City of Franklin upon its sight draft or demand for payment for ninety (90) days after receipt of such notice by the City of Franklin as shown on the signed return receipt.

All drafts must be marked, "Drawn under Mutual Savings Bank, Irrevocable Letter of Credit No. 79932512-10-2".

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of the credit shall be duly honored on due presentation to the drawee.

Please address all correspondence regarding this Letter of Credit to: Rob Henderson, Executive Vice President, Mutual Savings Bank, 1124 N. Main Street, Franklin, IN 46131, mentioning our reference number as it appears.

Demands presented by facsimile to facsimile number (317) 736-7157 are acceptable provided that if any such demand is presented by facsimile, the original draft, statement and Letter of Credit shall be simultaneously forwarded by overnight courier service to our office located at the address stated above; provided further that the failure of the courier service to timely deliver shall not effect the efficacy of demand.

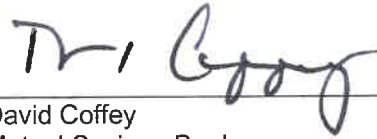
Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this Letter of Credit shall be governed by the laws of the State of Indiana, and Mutual Savings Bank further stipulates that the preferred venue for such disputes shall be located solely in the Johnson County Circuit or Superior Courts of Indiana.

Sincerely,



Robert D. Henderson  
Mutual Savings Bank  
Executive Vice President

Attest:



David Coffey  
Mutual Savings Bank  
President

## Subdivision Maintenance Surety Agreement

Project Name Homesteads at Hillview/Section One  
Improvements Surface Asphalt

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,

Developer's Company Name Peter L. Grimmer as Principal

Developer's Company Address Franklin, IN and

Surety Company Name Mutual Savings Bank

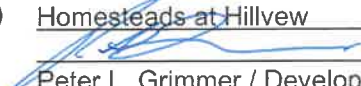
Surety Company Address 80 E Jefferson St, Franklin, IN 46131 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of Seventeen Thousand Five Hundred and 00/100 DOLLARS, (17,500.00) for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.


SEALED AND DATED THIS 15th DAY OF November, 2021. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Peter L. Grimmer/Developer has installed and completed improvements of Homesteads at Hillview, Section 1, Surface Asphalt.

NOW, THEREFORE, warrants its workmanship and all materials used in the work to be in accordance with the standards, specifications, and requirements of the City of Franklin, Indiana, and if Peter L. Grimmer, at its own expense for a period of three (3) years from the date of acceptance by the City of Franklin, Indiana, shall make all repairs which may become necessary by reason of improper workmanship or materials, then this obligation to be null and void, otherwise to be and remain in full force and effect.

It is a further condition of this agreement that the applicable surety is not released by official action of the Board of Public Works and Safety within the stated three (3) years from the date of acceptance, such term shall automatically extend for an additional one hundred and eighty (180) day period.

BY: Developer's Company Name (printed) Homesteads at Hillview  
Signature for Developer's Company   
Signatory Name & Title (printed) Peter L. Grimmer / Developer

BY: Surety Company Name Mutual Savings Bank  
Signature of Attorney-in-Fact   
Attorney-in-Fact (printed) Robert D. Henderson / EVP, Chief Lending Officer

\*\*\*\*\*  
Accepted by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Steve Barnett, Board Member      Melissa L. Jones, Board Member      Bob Swinehamer, Board Member

ATTEST: \_\_\_\_\_  
Jayne Rhoades, Clerk-Treasurer

\*\*\*\*\*  
Released by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Board Member      Board Member      Board Member

ATTEST: \_\_\_\_\_  
Clerk-Treasurer





November 15, 2021

IRREVOCABLE LETTER OF CREDIT NO. 79932512-10-3

City of Franklin  
70 E. Monroe Street  
Franklin, IN 46131

Gentlemen:

We hereby authorize you to value on us for the account of Homesteads at Hillview/Section 1 (Peter L. Grimmer) ("Developer"), for a sum or sums in United States of American Dollars not to exceed Eighteen Thousand Seven Hundred Fifty and 00/100 DOLLARS (\$18,750.00), by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Developer will perform as required the maintenance of Infrastructure/Erosion/Surface Stabilization at Homesteads at Hillview/Section 1, located at Eastview Drive and Upper Shelbyville Road, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Developer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific areas of problems.

This Standby Letter of Credit is effective as of November 15, 2021, and shall expire on November 15, 2024 (3 years), but such expiration date shall be automatically extended for a period of one (1) year on November 15, 2024, and each successive expiration date, unless a release is received from the City of Franklin or we notify both the City of Franklin and Developer by certified mail at least ninety (90) days before the current expiration date that we have decided not to extend this Standby Letter of Credit beyond the current expiration date. In the event of such notification by us, the credit established by this Letter shall be available to the City of Franklin upon its sight draft or demand for payment for ninety (90) days after receipt of such notice by the City of Franklin as shown on the signed return receipt.

All drafts must be marked, "Drawn under Mutual Savings Bank, Irrevocable Letter of Credit No. 79932512-10-3".

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of the credit shall be duly honored on due presentation to the drawee.

Please address all correspondence regarding this Letter of Credit to: Rob Henderson, Executive Vice President, Mutual Savings Bank, 1124 N. Main Street, Franklin, IN 46131, mentioning our reference number as it appears.

Demands presented by facsimile to facsimile number (317) 736-7157 are acceptable provided that if any such demand is presented by facsimile, the original draft, statement and Letter of Credit shall be simultaneously forwarded by overnight courier service to our office located at the address stated above; provided further that the failure of the courier service to timely deliver shall not effect the efficacy of demand.



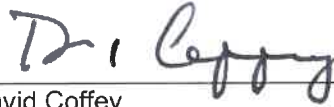
Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this Letter of Credit shall be governed by the laws of the State of Indiana, and Mutual Savings Bank further stipulates that the preferred venue for such disputes shall be located solely in the Johnson County Circuit or Superior Courts of Indiana.

Sincerely,



Robert D. Henderson  
Mutual Savings Bank  
Executive Vice President

Attest:



David Coffey  
Mutual Savings Bank  
President

## Subdivision Maintenance Surety Agreement

Project Name Homesteads at Hillview/Section One  
Improvements Infrastructure/Erosion/Surface Stabilization

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,

Developer's Company Name Peter L. Grimmer as Principal

Developer's Company Address Franklin, IN and

Surety Company Name Mutual Savings Bank

Surety Company Address 80 E Jefferson St, Franklin, IN 46131 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of Eighteen Thousand Seven Hundred Fifty and 00/100 DOLLARS, (18,750.00) for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 15th DAY OF November, 2021. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Peter L. Grimmer/Developer has installed and completed improvements of Homesteads at Hillview, Section 1, Infrastructure/Erosion/Surface Stabilization.

NOW, THEREFORE, warrants its workmanship and all materials used in the work to be in accordance with the standards, specifications, and requirements of the City of Franklin, Indiana, and if Peter L. Grimmer, at its own expense for a period of three (3) years from the date of acceptance by the City of Franklin, Indiana, shall make all repairs which may become necessary by reason of improper workmanship or materials, then this obligation to be null and void, otherwise to be and remain in full force and effect.

It is a further condition of this agreement that the applicable surety is not released by official action of the Board of Public Works and Safety within the stated three (3) years from the date of acceptance, such term shall automatically extend for an additional one hundred and eighty (180) day period.

BY: Developer's Company Name (printed) Homesteads at Hillview  
Signature for Developer's Company [Signature]  
Signatory Name & Title (printed) Peter L. Grimmer / Developer

BY: Surety Company Name Mutual Savings Bank  
Signature of Attorney-in-Fact [Signature]  
Attorney-in-Fact (printed) Robert D. Henderson / EVP, Chief Lending Officer

\*\*\*\*\*  
Accepted by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Steve Barnett, Board Member      Melissa L. Jones, Board Member      Bob Swinehamer, Board Member

ATTEST: \_\_\_\_\_  
Jayne Rhoades, Clerk-Treasurer

\*\*\*\*\*  
Released by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Board Member      Board Member      Board Member

ATTEST: \_\_\_\_\_  
Clerk-Treasurer