

## AGENDA RESERVATION REQUEST

### CITY OF FRANKLIN COMMON COUNCIL

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|                                                                                                                |                                          |                      |                |
|----------------------------------------------------------------------------------------------------------------|------------------------------------------|----------------------|----------------|
| <b>Date Submitted:</b>                                                                                         | 09/12/2012                               | <b>Meeting Date:</b> | 09/17/2012     |
| <b>Contact Information:</b>                                                                                    |                                          |                      |                |
| <b>Requested by:</b>                                                                                           | Lynn Gray, City Attorney                 |                      |                |
| <b>On Behalf of Organization or Individual:</b> City of Franklin                                               |                                          |                      |                |
| <b>Telephone:</b>                                                                                              | (317) 738-3365                           |                      |                |
| <b>Email address:</b>                                                                                          | lynng@embargmail.com                     |                      |                |
| <b>Mailing Address:</b>                                                                                        | 63 East Court Street, Franklin, IN 46131 |                      |                |
| <b>Describe Request:</b>                                                                                       |                                          |                      |                |
| Obtain signatures on Interlocal Agreement Between Johnson County, Indiana and the City of Franklin, Indiana    |                                          |                      |                |
| <b>List Supporting Documentation Provided:</b>                                                                 |                                          |                      |                |
| 1. Interlocal Agreement Between Johnson County, Indiana and the City of Franklin, Indiana regarding Bridge 501 |                                          |                      |                |
| <b>Who will present the request?</b>                                                                           |                                          |                      |                |
| <b>Name:</b>                                                                                                   | Lynn Gray, City Attorney                 | <b>Telephone:</b>    | (317) 738-3365 |

*The Franklin Board of Works meets on the 1st and 3rd Monday of each month at 5:15 p.m. in the Council Chambers of City Hall located at 70 E. Monroe Street. In order for an individual and/or agency to be considered for new business on the agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 12:00 p.m. on the Wednesday prior to the Board of Works meeting.*

**INTERLOCAL AGREEMENT BETWEEN JOHNSON COUNTY,  
INDIANA AND THE CITY OF FRANKLIN, INDIANA**

This Agreement is binding and effective upon execution by both parties. This Agreement shall be recorded in all counties and cities in which the County, City or other unit of government is a party as required by IC 36-1-7-6, and shall be registered with any governmental agency as required by law.

***THE PARTIES TO THIS AGREEMENT ARE JOHNSON COUNTY, INDIANA AND  
THE CITY OF FRANKLIN, INDIANA.***

**WHEREAS**, Johnson County, Indiana ("Johnson County") and the City of Franklin, Indiana recognize that Bridge 501, known as the South Street Bridge over Young's Creek in Franklin, Indiana, is in need of stream bank and channel maintenance; and,

**WHEREAS**, Bridge 501 is on the inventory of Bridges for Johnson County; and,

**WHEREAS**, Johnson County and the City of Franklin agree to provide funding as outlined in this Agreement for the stream bank and channel maintenance of Bridge 501; hereafter referred to as "project"; and,

**WHEREAS**, this Agreement sets forth the requirements by which the above described funds are to be utilized; and

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties agree as follows:

**Section 1. Purpose.** The purpose of this Agreement is to set forth the framework and plan in which certain funds will be provided to the City of Franklin by Johnson County for the project.

**Section 2. Duration.** This Agreement shall remain in effect until the date of the Final Inspection and Acceptance following construction activities for the project, but in no event shall the duration of this Agreement be longer than four (4) years from the date of execution by both Parties pursuant to Indiana Code 36-1-7-9(b)(1).

**Section 3. Review by County and City Councils.** The funding provided by Johnson County as well the funding of the project by the City of Franklin is subject to approval by the Johnson County Council and the Franklin City Council respectively.

**Section 4. Project Development Responsibilities.** The City of Franklin and Johnson County agree to participate in the project and will be responsible for the development of and funding of the following items necessary to complete the project:

1. **Preliminary Engineering & Permitting** – The City of Franklin will utilize the services of the City's "on call" City Engineer to perform any necessary pre-construction project activities, including survey, construction plan and specification preparation, permitting and solicitation and award of construction bids. Johnson County will provide technical assistance for these activities as needed.
2. **Construction Costs** – The City of Franklin and Johnson County will each be responsible for fifty-percent (50%) of the construction costs for the project.
3. **Construction Inspection** – Johnson County will be responsible for oversight and inspection services during the construction phase of the project.

**Section 5. Distribution.** Upon the City of Franklin's award of the construction contract herein, the City of Franklin will submit an appropriate claim to Johnson County as soon as reasonably possible, and will provide necessary documentation to Johnson County for payment of claim. This claim will be for the estimated portion of construction costs that will be the responsibility of Johnson County as identified in Section 4. Johnson County shall make payment upon the proper submission of claims, pursuant to this Agreement. Upon completion of construction of the project, final pay quantities and funding requirements for Johnson County and the City of Franklin will be determined. The City of Franklin will submit a final claim to Johnson County for additional monies or shall issue a check to Johnson County as a credit for overpayment.

**Section 6. Construction Changes.** The Parties agree that during the construction of the project, both parties shall provide written approval of any changes of work arising from unforeseen field conditions that would impact the construction cost of the project prior to additional work being started. Each party shall pay its portion of any change order costs arising from unforeseen field conditions occurring within the project as described above. The cost of any additional work desired by one party that falls outside of the intended scope of this project shall be fully borne by said party.

**Section 7. Contracting Party.** The Parties agree that the City of Franklin would be the contracting party and that upon completion of the project the bridge will remain in the inventory of Johnson County, Indiana.

**Section 8. 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 the Bridge 501 project herein to the City of Franklin.

**Effective Date.** This Agreement shall be effective upon the date of the last to sign this Agreement.

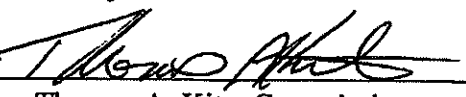
**Executed for Johnson County, Indiana  
Johnson County Board of Commissioners**

By:   
John L. Price, President

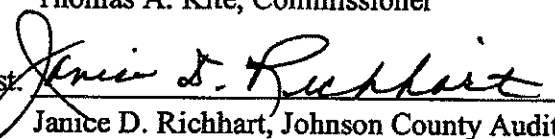
Date: Sept. 10. 2012

By:   
Troy A. DeHart, Commissioner

Date: Sept. 10. 2012

By:   
Thomas A. Kite, Commissioner

Date: Sept. 10. 2012

Attest:   
Janice D. Richhart, Johnson County Auditor

Date: Sept. 10. 2012

**Executed for City of Franklin, Indiana  
Board of Public Works and Safety:**

Voting Affirmative:

Voting Opposed:

\_\_\_\_\_  
Mayor Joseph E. McGuinness

\_\_\_\_\_  
Mayor Joseph E. McGuinness

\_\_\_\_\_  
Steve Barnett

\_\_\_\_\_  
Steve Barnett

\_\_\_\_\_  
Robert Swinehammer

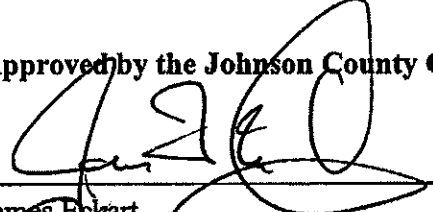
\_\_\_\_\_  
Robert Swinehammer

Attest:

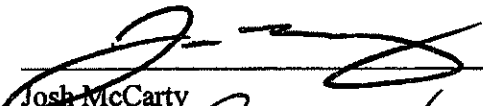
Date:

\_\_\_\_\_  
Janet P. Alexander, Clerk Treasurer

Approved by the Johnson County Council

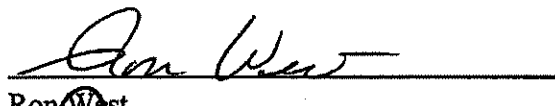
  
James Eckart

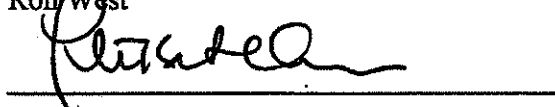
  
Anita Knowles

  
Josh McCarty

  
W. Brian Walker

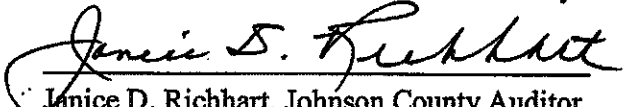
  
Beth Boyce

  
Ron West

  
Pete Ketchum

Date: Sept. 10, 2012

Attest:

  
Janice D. Richhart, Johnson County Auditor

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

Introduced and Filed on the \_\_\_\_ day of \_\_\_\_\_, 2012. 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 \_\_\_\_\_, 2012 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:

\_\_\_\_\_  
Steve Barnett, President

\_\_\_\_\_  
Joseph P. Abban, Vice President

\_\_\_\_\_  
Joseph R. Ault, Member

\_\_\_\_\_  
Kenneth Austin, Member

\_\_\_\_\_  
Robert Henderson, Member

\_\_\_\_\_  
Stephen Houghland, Member

\_\_\_\_\_  
Richard Wertz, Member

Attest:

\_\_\_\_\_  
Janet P. Alexander,  
City Clerk Treasurer

Voting Opposed:

\_\_\_\_\_  
Steve Barnett, President

\_\_\_\_\_  
Joseph P. Abban, Vice President

\_\_\_\_\_  
Joseph R. Ault, Member

\_\_\_\_\_  
Kenneth Austin, Member

\_\_\_\_\_  
Robert Henderson, Member

\_\_\_\_\_  
Stephen Houghland, Member

\_\_\_\_\_  
Richard Wertz, Member

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 \_\_\_\_\_, 2012 at \_\_\_\_\_ o'clock \_\_\_\_\_M.

\_\_\_\_\_  
Janet P. Alexander  
City Clerk Treasurer

This Interlocal Agreement Between Johnson County, Indiana and the City of 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 \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_M.

\_\_\_\_\_  
Joseph E. McGuinness, Mayor

Attest:

\_\_\_\_\_  
Janet P. Alexander,  
City Clerk Treasurer

Approved as to Form:

\_\_\_\_\_  
Lynnette Gray, City Attorney