

**COMMON COUNCIL
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 Common Council meets on the 1st and 3rd Monday of each month at 6:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	11.12.2025	Meeting Date:	11.17.2025
Contact Information:			
Requested by:	Lynnette Gray		
On Behalf of Organization or Individual:		City of Franklin	
Telephone:	317-738-3365		
Email address:	lynng@jgmlawfirm.com		
Mailing Address:	63 E. Court St., P.O. Box 160, Franklin, IN 46131		
Describe Request:			
Request approval of Resolution 25-13 and Interlocal Agreement with Johnson County			
Allocating Paving Costs for Hospital Road, Franklin, Indiana			
List Supporting Documentation Provided:			
1. Resolution 25-13			
2. Interlocal Agreement			
Who will present the request?			
Name:	City Attorney Lynnette Gray	Telephone:	(317) 738-3365

In order for an individual and/or agency to be considered for new business on the Common Council 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.

**RESOLUTION NO: 25-13
OF THE CITY OF FRANKLIN, INDIANA
COMMON COUNCIL**

**A RESOLUTION OF THE CITY OF FRANKLIN COMMON COUNCIL APPROVING AN
INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF FRANKLIN
AND JOHNSON COUNTY REGARDING CERTAIN ROAD IMPROVEMENTS ON
HOSPITAL ROAD IN FRANKLIN, INDIANA**

WHEREAS, Ind. Code § 36-1-3-9(a) provides that municipalities have jurisdiction over the roads within their corporate boundaries and are responsible for the construction, reconstruction, maintenance, and operation of the roads within their respective jurisdiction; and

WHEREAS, Ind. Code § 36-2-1-1 provides that Counties have jurisdiction over the roads within their boundaries and are responsible for the construction, reconstruction, maintenance, and operation of roads within their respective jurisdiction; and

WHEREAS, Johnson County has undertaken a mill and overlay paving project on Hospital Road extending roughly from the intersection with State Road 44 to approximately 1121 Hospital Road which includes a portion of Hospital Road under the City of Franklin jurisdiction; and

WHEREAS, the County and the City believe it is in the best interests of the taxpayers and the community that an agreement be entered into between them to provide for new paving of Hospital Road under both parties jurisdiction and share the costs for the work done to improvements in their respective jurisdictions; and

WHEREAS, it is determined that the Project will be of public utility and benefit to the County and the City, and it is therefore desirable, advantageous, and in the public interest for the City and the County to enter into an interlocal cooperation agreement to allow the County, through its' selected contractor, to cause to be undertaken and complete the mill and overlay paving project, including that portion within the City of Franklin and the City to share in the costs; and

WHEREAS, the parties have proposed to enter into an Interlocal Agreement per the attached document identified as Exhibit "A" and incorporated herein;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE
CITY OF FRANKLIN, AS FOLLOWS:**

Section 1. The form of the Interlocal Cooperation Agreement ("Agreement") concerning the allocation of paving costs for the Hospital Road Project, as outlined in the Interlocal Agreement, a copy of which is attached hereto and incorporated herein, is in all things approved.

Section 2. A fully-executed Interlocal Agreement shall be recorded in the Office of the Recorder of Johnson County, and two (2) copies of the Interlocal Agreement shall be filed in the office of the Clerk Treasurer of Franklin, Indiana, and the Clerk Treasurer to maintain for public inspection two (2) copies of said Agreement in the files of the Clerk Treasurer.

Section 3. The sections, paragraphs, sentences, clauses, phrases and words of this Resolution are separable, and if any word, phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs and sections of this Resolution.

Section 4. This Resolution shall be in full force and effect from and after its passage and approval by the Board of Public Works and Safety and the Common Council of the City of Franklin.

INTRODUCED & APPROVED by the Common Council of the City of Franklin, Johnson County, Indiana, this _____ day of _____, 2025.

City of Franklin, Indiana, By its Common Council:

Voting Affirmative:

Kenneth Austin, President

Jennifer Price

Todd Shuck

Anne McGuinness

Irene Nalley

Josh Prine

Voting Opposed:

Kenneth Austin, President

Jennifer Price

Todd Shuck

Anne McGuinness

Irene Nalley

Josh Prine

Shawn Taylor
Attest:

Shawn Taylor

Jan Jones,
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 _____, 2025 at _____ o'clock __.M.

Jan Jones,
City Clerk Treasurer

This Ordinance having been passed by the legislative body and presented to me was Approved by me and duly adopted, pursuant to Indiana Code §36-4-6-16(a)(1) Vetoed pursuant to Indiana Code § 36-4-6-16(a)(2), this _____ day of _____, 2025 at _____ o'clock __.M.

Steve Barnett, Mayor

Attest:

Jan Jones,
City Clerk Treasurer

Prepared by:
Lynnette Gray
Attorney, City of Franklin
JOHNSON GRAY & JOHNSON
63 E. Court St.
Franklin, IN 46131

INTERLOCAL AGREEMENT
JOHNSON COUNTY, INDIANA
AND
CITY OF FRANKLIN, INDIANA

ALLOCATION OF PAVING COSTS FOR HOSPITAL ROAD, FRANKLIN, INDIANA

This Interlocal Agreement ("Agreement") is made pursuant to Indiana Code 36-1-7, and is entered into by and 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 "City").

1. **Purpose.** This Agreement is intended to allow the County and City to share in certain costs regarding the paving of Hospital Road in Franklin, Indiana. The County has undertaken a mill and overlay paving project (the "Project") on Hospital Road extending roughly from the intersection with State Road 44 to approximately 1121 Hospital Road. The County and the City believe that it is in the best interest of the taxpayers and the community that this Agreement be made to provide for the paving of that portion of Hospital Road under City jurisdiction with the City agreeing to reimburse the County for the costs related to this section only. The parties agree that this Agreement will result in savings to both entities.
2. **Description of Work, Cost Share, and Billing.** The County shall coordinate the Project and shall be the contracting party for all contracts associated with the Project, including hiring of the contractor and engineering services necessary to pave the road. The work completed on behalf of the City consists of installing 1.5 inches of surface asphalt. The total cost of the County Project is \$77,073.88. The cost of the work associated with the City road is \$24,663.64. The County shall coordinate the Project and upon request by the City, the County shall provide the City with copies of all contracts associated with the Project. The County shall initially pay the Project costs, including the City road portion. The City shall pay its obligation for its road through reimbursement to the County within sixty (60) days of receiving a paid invoice from the County describing the work performed and paid for by the County relating to the Project. The parties agree that the City's obligations shall not exceed the sum of \$24,663.64 without specific written authorization from the City.
3. **Inventory.** Upon completion of the Project, that portion of the roadway currently under County jurisdiction shall remain in the County inventory. That portion of the City road under the City jurisdiction shall remain in the City inventory.

4. **Review by County and City Councils.** The funding for the Project to be provided by the County and the City is subject to approval of the Johnson County Council and Franklin City Common Council, respectively.
5. **Duration.** This Agreement shall begin upon its execution by both parties and shall remain in effect until the date of the City's final inspection and acceptance following the construction activities for the Project. Pursuant to Indiana Code 36-1-7-9(b)(1), in no event shall the duration of this agreement be longer than four (4) years from the date of execution by both parties.
6. **City's Review.** The City shall be entitled to copies of all correspondence or all phases of the Project related to their jurisdiction and shall have the opportunity to make comments and suggestions to the County regarding the Project. The County shall give reasonable consideration to any such comments and suggestions.
7. **Maintenance and Improvements.** Upon completion of the Project, each party shall maintain responsibility for improvements and maintenance of that area of the roadway and improvements within their respective jurisdictions.
8. **Delegation of Duty.** Pursuant to Ind. 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 Johnson County Auditor's Office.
9. **Fiscal Body Approval.** Pursuant to Ind. Code 36-1-7-4(a)(3), this Agreement is subject to approval of the County and City fiscal bodies.
10. **Filing.** Before taking effect, this Agreement will be filed with the Johnson County Recorder, and within sixty (60) days after execution, will be filed with the Indiana State Board of Accounts.
11. **Time of Essence.** Time is of the essence with 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.
12. **Breach.** Before either party's failure to perform its obligations under this Agreement may be deemed 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.
13. **Amendment.** This Agreement may be amended only by execution of a written amendment to the Agreement upon the mutual consent of both parties or their respective successors in interest.

14. Construction Changes. If during construction of the Project, unforeseen field conditions arise impacting the construction cost of the Project, no additional work shall begin for which one party is requesting another party to reimburse them, prior to the parties providing written approval of any changes of work. Each party shall pay its portion of any change order costs arising from unforeseen field conditions occurring. The cost of any additional work desired by one party that falls outside the intended scope of the Project shall be fully borne by that party.

15. 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.

16. Severability. If any provision 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 provision of this Agreement.

17. Construction and Interpretation of Agreement/Indiana Law. This Agreement shall be construed in accordance with the laws of the State of Indiana. The parties and their attorneys have each reviewed this Agreement and any ambiguity shall not be resolved against the drafting party in the interpretation of this Agreement.

18. Waiver Ineffective. No waiver 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.

19. Notices. All notices and requests pursuant to this Agreement shall be deemed sufficiently made either by personal delivery, by a nationally recognized courier service, or by registered mail, return receipt requested, with proof of delivery thereof as follows:

To the County: Johnson County Board of Commissioners
Attn: Chairman
With copy to County Attorney
86 W Court Street
Franklin, IN 46131

To the County Council: Johnson County Council
Attn: President
86 W Court Street
Franklin, IN 46131

To the City: Franklin Board of Public Works and Safety
Attn: Mayor
70 E Monroe Street
Franklin, IN 46131

To the City Council: Franklin Common Council
Attn: President
70 E Monroe Street
Franklin, IN 46131

or at other such address(es) as the parties may indicate in writing to one another. In the event notice attempted to be delivered by personal delivery, courier, or registered mail is refused or otherwise undeliverable, such 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.

20. **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.
21. **Assignment.** The rights and obligations contained in this Agreement may not be assigned without the express, prior, written consent of the parties.
22. **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.
23. **Effective Date.** Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement.
24. **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 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' agreement), the dispute will be submitted to non-binding mediation under the Indiana Rules of Alternative Dispute Resolution.
25. **Indemnification.** Each party agrees that upon receipt of a complaint or notice of claim relating to the Project, that the party receiving the notice shall immediately notify the other party. Each party shall indemnify the other party (including reasonable attorney's fees), its agents, employees, successors, and assigns against loss or damage resulting from a judgment on a claim of negligence or tortious acts related to the performance of the indemnifying party's obligations under this Agreement. Each party's liability shall be limited to the provisions of Ind. Code 34-13-2, as may be amended.

AGREED BY:

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana, this ____ day of _____, 2025.

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

Voting Affirmative:

Mayor Steve Barnett

Voting Opposed:

Mayor Steve Barnett

Kenneth Austin, Member

Kenneth Austin, Member

Tina Gross Jobe, Member

Tina Gross Jobe, Member

Attest:

Jayne Rhoades, Clerk Treasurer

AGREED BY:

JOHNSON COUNTY, INDIANA
Board of Commissioners

By: _____
Brian P. Baird, Chairman

By: _____
Ronald H. West, Member

By: _____
Kevin M. Walls, Member

Date: _____

Attest: _____
Elizabeth A. Alvey, Auditor
Johnson County, Indiana

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

Approved this ____ day of _____, 2025.

JOHNSON COUNTY COUNCIL

By: _____
Pamela Burton, President

By: _____
Michele Ann Graves

By: _____
Jonathan T. Myers

By: _____
Melinda Griesemer

By: _____
John Mallers

By: _____
John Ditmars

By: _____
Ron Bates

Attest:

Elizabeth A. Alvey, Johnson County Auditor

**FISCAL BODY APPROVAL
COMMON COUNCIL
OF THE CITY OF FRANKLIN, INDIANA**

Introduced and Filed on the _____ day of _____, 2025.

DULY PASSED on this _____ day of _____, 2025, by the Common Council of the City of Franklin, Johnson County, Indiana, having been passed by a vote of _____ in Favor and _____ Opposed.

City of Franklin, Indiana, By its Common Council:

Voting Affirmative:

_____ Kenneth Austin, President

_____ Anne McGuinness

_____ Irene Nalley

_____ Jennifer Price

_____ Josh Prine

_____ Todd Shuck

_____ Shawn Taylor

Voting Opposed:

_____ Kenneth Austin, President

_____ Anne McGuinness

_____ Irene Nalley

_____ Jennifer Price

_____ Josh Prine

_____ Todd Shuck

_____ Shawn Taylor

Attest:

_____ Jan Jones, City Clerk-Treasurer

Presented by me to the Mayor of the City of Franklin for his approval or veto pursuant to Indiana Code § 36-4-6-15 and 16, this _____ day of _____, 2025.

Jan Jones, City Clerk-Treasurer

This Interlocal Agreement having been passed by the legislative body and presented to me; Approved by me and duly adopted, pursuant to Indiana Code § 36-4-6-16(a)(1) this _____ day of _____, 2025.

Steve Barnett
Mayor

Attest:

Jan Jones, City Clerk-Treasurer