

**BOARD OF PUBLIC WORKS AND SAFETY** (Form B-01-2012)  
**Agenda Request Form**

*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>	February 25, 2025	<b>Meeting Date:</b>	March 3, 2025
<b>Contact Information:</b>			
<b>Requested by:</b>	Joanna Tennell		
<b>On Behalf of Organization or Individual:</b> City of Franklin			
<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>			
Acceptance and execution of the following documents related to Malarkey:			
<ul style="list-style-type: none"> <li>• Sanitary Sewer Service Special Agreement</li> <li>• Earthwork &amp; Paving Inspection Service Agreement</li> <li>• Storm &amp; Sanitary Sewer Inspection Service Agreement</li> <li>• Performance Bond 30237866: Erosion Control - \$135,641.71</li> </ul>			
<b>List Supporting Documentation Provided:</b>			
1. Sanitary Sewer Service Special Agreement			
2. Earthwork & Paving Inspection Service Agreement			
3. Storm & Sanitary Sewer Inspection Service Agreement			
4. Performance Bond			
<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.*

# SANITARY SEWER SERVICE SPECIAL AGREEMENT

(Dedicated Sewage Works)  
(Proposed Malarkey IND Development)

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between Herbert Malarkey Roofing Company 3131 N. Columbia Road, Portland, OR 97217 (the "OWNER"), and the City of Franklin, Indiana, acting by and through its Board of Public Works and Safety ("CITY"):

## WITNESSETH THAT:

WHEREAS, the OWNER owns real estate described on Exhibit "A" attached hereto and incorporated herein (the "Real Estate") and intends to develop the Real Estate as an industrial lot commercial subdivision comprised of an industrial facility to be known as Malarkey IND, (the "*Project*").

WHEREAS, the OWNER has requested permission to construct, under contract with the City, sewage works to serve the *Project* and to connect those sewage works to the CITY'S public sanitary sewer system and to dedicate those sewage works to the CITY, all work to be done at the OWNER'S expense;

WHEREAS, the CITY and its ratepayers are not expected to earn a return on any utility investment involved in the extension of the sewage works by the OWNER;

WHEREAS, after due consideration of this request, the CITY is willing to permit a connection to its public sanitary sewer system to serve the *Project*, provided that the OWNER agrees to pay all applicable charges including, but not limited to, connection fees and plan review charges, for the privilege of connecting the sewage works serving the *Project* to the CITY'S public sanitary sewer system and provided further that the OWNER agrees to certain terms and conditions pertaining to that connection and sewer service;

THEREFORE, it is agreed between the parties as follows:

1. The OWNER intends to develop the *Project* as an industrial facility, to be known as Malarkey IND (the "*Project*") consisting of one lot. The OWNER may construct at its sole expense, maintain, operate, and use a sanitary sewer system ("*Project System*") which shall connect the *Project* to the CITY'S public sanitary sewer system (the "*Franklin System*"). The *Project* shall become a part of the *Franklin System* by dedication. Prior to dedication, the *Project System* shall be maintained by the OWNER at its sole expense. The *Project System* shall be constructed as shown on Exhibit B attached hereto and incorporated herein, and in accordance with the approved construction plans

identified in paragraph 2 below, which are incorporated by reference.

2. The construction of the *Project System* and its connection to the *Franklin System* shall be made in strict accordance with the plans approved by the CITY under CITY'S development requirements, Plan Commission approval process, and in strict accordance with Title 13 of the Franklin Municipal Code, as amended, the rules, regulations and conditions of the Franklin Sewage Works and all other applicable laws, rules and regulations. The plans, specifications, Code and all other applicable laws, rules and regulations are made a part of this Agreement by reference. The construction and connection shall be subject at all times to the inspection, approval and acceptance of the CITY.
3. The *Project System*, and any connection to it, shall be used only for and as a sanitary sewer system. No storm water, run-off water, downspouts, footing drains (perimeter drains), sump pump drains, or sub-soil drainage shall be connected to the "*Project System*". No sump pumps shall be connected to "*Project System*". Any use of the "*Project System*" by the OWNER or any subsequent OWNER of the REAL ESTATE, or any part thereof, as anything but a sanitary sewer shall constitute an event of default under this Agreement, enforceable against the defaulting party, and may constitute a violation of CITY ordinances. The OWNER shall require that all sump pumps to be installed be connected, via a hard pipe connection, to a defined storm water drainage system in a manner which is acceptable to the CITY. As a condition of this Agreement and the OWNER'S right to connect the Real Estate to the *Franklin System*, the OWNER shall prepare and submit to the CITY, for its approval, plans for a system to connect those sump pumps ("*SUMP PUMP CONNECTION SYSTEM*"). Individual sump pump discharge or connection points, as approved by the CITY in its sole discretion, must be provided for each lot and as a condition of the CITY'S issuance of the sanitary sewer permit for each separate lot and improvement.
4. The OWNER shall pursue the construction of the *Project System* without delay to final completion in accordance with the provisions of this Agreement.
5. The CITY will not be responsible for any portion or cost of the construction and installation of the *Project System*, and the parties agree that the CITY will not collect fees or reimburse the OWNER for any portion of such costs (including but not limited to subsequent connector fees, revenue allowance, or other fees from users connecting to the *Project System*). In the event the CITY requests any oversizing or other enhancement to the *Project System*, the parties will address applicable credits (if any) through a separate agreement, where applicable.
6. No liability of any kind for any part of the *Project System* prior to its acceptance

by the CITY shall attach to the CITY. The OWNER shall indemnify and hold the CITY harmless against all claims, demands, actions, causes of action, losses and expenses (including attorneys' fees) suffered by or asserted against the CITY, for or on account of any person or property, arising out of, or in any way connected with, or related to the design, location, installation and construction of the *Project System*, including, but not limited to, any actual or alleged breaches or violations relating to any easement or permit acquired or issued for said construction prior to acceptance of the *Project System* by the CITY. This indemnity shall not be limited by reason of any insurance coverage required herein. Prior to the commencement of the construction of the *Project System* authorized by this Agreement, the OWNER, or the OWNER through its contractor, shall furnish to the CITY evidence of the following insurance coverage or its equivalent, under which the CITY shall be identified as an additional insured :

- a. a general public liability insurance policy in the minimum amount of One Million Dollars (\$1,000,000.00) combined single limits for bodily injury and property damage;
  - b. an automobile liability insurance policy in the minimum amount of One Million Dollars (\$1,000,000.00) each accident for any autos, owned autos, hired autos and non-owned autos;
  - c. a workers compensation and employers' liability policy in the statutory amounts; and
  - d. an excess liability umbrella policy in the minimum amount of Two Million Dollars (\$2,000,000.00).
7. In the event any part of the *Project System* is to be constructed across, over, on, through or under any public highway or right-of-way, the OWNER shall furnish the CITY suitable evidence of authority to do so, in a form acceptable to the CITY, procured from the proper governmental agency having jurisdiction and control over such public right-of-way. The OWNER, at OWNER'S expense, shall be responsible for repairing any damage to any public highway or right-of-way, or any other public improvement, which damage results from or is in any way related to construction of the *Project System*. The OWNER shall submit a plan for repairs to the proper governmental agency having jurisdiction and control, for its approval, before any part of the *Project System* is constructed within, across, over, on, through or under any public highway or right-of-way.
8. The Inspection of the *Project System* construction shall be handled in the following manner:
- a. The CITY shall provide Inspection and Testing Services by a separate contract with the OWNER and its contractor during the construction of the *Project System* to determine whether the *Project System* is constructed in

accordance with the plans and specifications, and Chapter 13 of the Franklin Municipal Code, as amended, and the rules and regulations and conditions of the Franklin Sewage Works;

- b. Such Inspection and Testing Services shall not include construction engineering or construction stake out, or the testing for compliance with the State Construction Permit. The OWNER or its designated representative shall be solely responsible for the performance of construction engineering and stake out and all construction work;
  - c. Persons working on or having control of the construction of the *Project System* shall cooperate fully with the Inspector and shall have available on site a copy of the approved plans and specifications;
  - d. The OWNER shall thoroughly backfill, compact and maintain all trenches in a condition satisfactory to the CITY; the CITY is not responsible for construction means, methods and safety;
  - e. The OWNER must notify the CITY and is required to allow the CITY to observe all of the infiltration/exfiltration and deflection testing of the *Project System*, said test results shall be as required by the Indiana Department of Environmental Management and presented to the CITY prior to acceptance of the *Project System*;
  - f. The OWNER must submit the balance of the total actual cost of the Inspection and Testing Services to the CITY prior to acceptance of the *Project System* by the CITY; and
  - g. Failure to follow the requirements of paragraph 10 may result in the CITY not accepting the *Project System* and denial of building sewer connection permits.
9. All necessary easements pertaining to privately owned property shall be dedicated and conveyed to the CITY in an acceptable form to the CITY prior to acceptance of the *Project System*. All forms of dedication and conveyance shall be approved by the CITY prior to execution by the Grantor. If the REAL ESTATE, or any portion thereof, is to be platted, then following the recording of this Agreement and the CITY'S approval of the easement forms, but before the plat is recorded, the OWNER shall present the plat of the REAL ESTATE, or any portion thereof, to the CITY for its acceptance of the dedications arising out of this Agreement on such plat. If a plat of the REAL ESTATE, or any portion thereof, is to be recorded, the City Engineer shall receive a reproducible copy of the said recorded plat as soon as practicable thereafter, and before any sewer connection permits are issued. OWNER assumes the

risk that all necessary easements may not be dedicated and conveyed to the CITY in a form acceptable to the CITY. The CITY reserves the right not to accept the *Project System* or allow its connection to the *Franklin System* if all such easements are not dedicated and conveyed in a manner acceptable to the CITY. In such an event, the CITY may not permit the *Project System* to be connected to its public sanitary sewer system resulting in it being of no use to the OWNER or any subsequent owners of the REAL ESTATE. Any damages which may be sustained by the OWNER as a result of or in any way relating to all necessary easements not being dedicated and conveyed to the CITY in acceptable form are hereby assumed by the OWNER, and OWNER hereby releases the CITY and waives all claims it may have or could assert against the CITY with regard thereto.

10. Upon completion of the proposed *Project System*, a reproducible set of "as built" drawings, including all lateral locations and measurements documented on the drawings, shall be prepared by the OWNER and filed with the CITY, before such *Project System* will be accepted as part of the *Franklin System*, and before any sewer connection permits are issued.
11. Upon completion of construction of the *Project System*, but before acceptance by the CITY, the OWNER shall furnish or arrange to be furnished a completion affidavit in a form prescribed by the CITY, and the OWNER shall also furnish to the CITY in a suitable form, an irrevocable letter of credit or a guarantee maintenance insurance bond, made payable to the City of Franklin, Indiana, Board of Public Works and Safety, with good and sufficient surety thereon in an amount equal to twenty-five percent (25%) of the total Performance Guarantee Amount on the Take-Off Sheet calculation submitted for the development for the *Project System* (collectively the "Maintenance Guarantee"). The Maintenance Guarantee shall guarantee material and construction for a period of three (3) years from the date of final acceptance. If for any reason the Maintenance Guarantee becomes invalid, the OWNER shall replace the Maintenance Guarantee within thirty (30) days and the OWNER agrees the CITY may suspend issuance of sewer collection permits until the Maintenance Guarantee in a form acceptable to the CITY, is replaced. A Maintenance Guarantee in the form of a bond will not be acceptable unless the surety issuing that bond is subject to or agrees to submit itself to the jurisdiction of an Indiana court of competent jurisdiction and the bond includes a provision that it shall be governed and interpreted pursuant to the laws of the State of Indiana.
12. Upon acceptance by the CITY of the *Project System*, it shall, except for building sewers (laterals), become a part of the *Franklin System* with title vested in the CITY and shall be thereafter under full control, authority and

jurisdiction of the CITY, to the same extent and in the same manner as though the sewer had been originally constructed by the CITY under a Public Works Contract. All building sewers (laterals) shall become the responsibility of the landowner whose property they benefit, with all rights and responsibilities associated therewith. Neither acceptance of the *Project System* nor utilization of the system by CITY nor release of the maintenance guarantee required by this Agreement shall be construed or interpreted in any manner as acceptance of any Work not in strict compliance with the terms of this Agreement. Neither acceptance of completion affidavit, nor any warranty, guarantee or other provisions of this Agreement shall be construed or interpreted in any manner so as to limit, minimize, alter, waive, rescind, reduce, terminate or modify any statutory time limit within which CITY may bring any cause of action for any breach of this Agreement or the obligations required of the OWNER hereunder. No liability of any kind for any part of the *Project System* not designed, constructed, located, or installed in strict compliance with the terms of this Agreement shall attach to CITY. OWNER shall indemnify and hold the CITY harmless against all claims, demands, actions, causes of action, losses and expenses (including attorney's fees) suffered by or asserted against CITY for or on account of any person or property, arising out of, or in any way connected with, or related to the design, location, installation and construction of the *Project System* not in strict compliance with the terms of this Agreement.

14. **The OWNER hereby acknowledges that the CITY may be subject to a sewer ban or other regulatory action imposed by IDEM or other federal, state or local agencies which may prohibit the City from allowing connection of some or all of the Lots to be developed on the REAL ESTATE in the *Franklin System*. The OWNER further acknowledges that no representatives of the CITY or its Board of Works have made any assurances or representations to the OWNER with regard to any such regulatory action, the likelihood that any such action may be taken, or the extent to which it may affect the OWNER or the REAL ESTATE. In the event that IDEM or any other agency imposes upon or against the CITY any regulatory action which, in any way, adversely affects the OWNER, the REAL ESTATE, or the separate Lots to be developed thereon, the OWNER hereby assumes all risk of loss or damage which may result from such regulatory action and releases and waives any and all claims the OWNER could assert against the CITY as a result thereof. CITY also does not warrant fire flows, or that service will be uninterrupted or without defects. CITY shall further not be liable for any indirect, special, incidental, or consequential damages.**

15. The OWNER agrees to pay at the time of execution of this Agreement, the sum of N/A (\$ 0) in addition to the connection fees required by the CITY'S ordinance, the receipt of which is hereby acknowledged, the said sum being a fee fixed by the CITY and paid by said OWNER for the privilege of connecting the REAL ESTATE to the CITY'S public sanitary sewer system in accordance with the following 15 year law agreement: N/A. The OWNER agrees to pay such other recoupment fees as may be determined to be due. The connection fees for each user shall be in the amount and due as provided by the CITY ordinance at the time of connection of the building sewer(s) or individual laterals. The OWNER has reviewed or has had the opportunity to review the calculation of the amount owed by the OWNER to the CITY, as stated above, pursuant to the Applicable 15 Year Law Agreements. The OWNER hereby acknowledges, by virtue of its private agreement with the CITY, that it is legally obligated to pay and agrees and consents to the amount owed, pursuant to the Applicable 15 Year Law Agreement(s) and hereby waives any and all right to contest or dispute that amount, the manner in which it was determined, and the terms of the Applicable 15 Year Law Agreements.
16. Sewer service to be provided by the City, under this Agreement, is limited to the Malarkey IND industrial development. The CITY acknowledges that capacity within the *Franklin System* to serve the *Project* is currently available. The OWNER has requested capacity of 43,200 gallons per day ("GPD"), said capacity representing one industrial facility, approved and permitted by the CITY to be constructed as part of the *Project*.
17. The OWNER warrants that it is the sole owner of the REAL ESTATE, pursuant to a Special Warranty Deed delivered to OWNER recorded on 8/15/2024 as instrument number 2024-013135 in the Recorder's Office of Johnson County, Indiana, and that it has taken all proper action by its Board of Directors to authorize entering into this Agreement.
18. It is the intent of the parties that this Agreement, and the covenants contained herein, shall run with the land, referred to here as the REAL ESTATE, and shall be binding upon the OWNER, its personal representative, purchasers, trustees, heirs, devisees, grantees, successors, and assigns so long as the *Project System* or any part thereof or replacements thereto serves or otherwise benefits any of the REAL ESTATE owned by it. It is further agreed that the failure to specifically describe a covenant as one running with the land or as binding upon the OWNER, its purchasers, successors, trustees and assigns, or the failure to use any language at all indicating such, shall not be construed to mean that



the Agreement's provision is not a covenant that is to run with the land. If any such provision can be construed to touch and concern the land itself so that the benefit or obligation could pass with the ownership, then it is the parties' intention that it be so construed.

19. This Agreement is null and void if the connection of the *Project* to the CITY'S sanitary sewer system contemplated herein is not performed on or before one (1) year following date of signature, or a later date agreed to by the CITY.
20. All modifications to this Agreement must be in writing and executed by both parties in substantially the same form and manner as this original Agreement.
21. Any waiver of any breach of an OWNER'S covenant or condition contained in the Agreement, or any amendment, shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the CITY from declaring a forfeiture for any succeeding breach either of the same covenant or otherwise.
22. Miscellaneous Provisions.
  - a. **Additional Documentation.** The parties shall execute and deliver any and all consents, releases, authorizations, transfers and other documents as may be reasonably required to carry out the provisions of this Agreement and to fully accomplish its purposes and intents.
  - b. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument.
  - c. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.
  - d. **Venue.** The parties agree that the venue for any dispute arising out of or related to this Agreement shall be Johnson County, Indiana, and neither party shall seek to remove it.
  - e. **No Third-Party Benefit.** Nothing expressed or implied is intended to confer on any person other than the parties or their respective successors, assigns, and legal representatives, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
  - f. **Successors and Assigns.** This Agreement shall inure to the benefit of and bind the parties and their purchasers, successors, assigns, heirs,

executors and administrators.

- g. **Headings.** The paragraph headings are solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
- h. **Incorporation Recitals, Exhibits and Schedules.** All recitals and exhibits, schedules and related agreements are incorporated by this reference and expressly made a part of this Agreement.
- i. **Representations and Warranties.** The parties represent and warrant that the facts alleged in the Recitals are accurate and true and that each has the authority to enter into this agreement.

*Remainder of page intentionally blank. Signature pages follow.*



RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Sally Brown, Sanitation Superintendent

APPROVAL AS TO FORM:

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

BOARD OF PUBLIC WORKS & SAFETY  
CITY OF FRANKLIN

\_\_\_\_\_  
Steve Barnett, Mayor

\_\_\_\_\_  
Ken Austin, Member

\_\_\_\_\_  
Tina Gross, Member

\_\_\_\_\_  
Attest  
Jan Jones, 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.

\_\_\_\_\_  
This instrument was prepared by:

Lynnette Gray  
Johnson, Gray, & Johnson Attorneys at Law  
63 East Court Street  
P.O. Box 160  
Franklin, IN 46131  
Attorney # 11567-41

## EXHIBIT "A"

### Legal Description

A PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 13 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA, BASED ON AN ALTA/NSPS LAND TITLE SURVEY PREPARED BY BRADY KUHN, PROFESSIONAL SURVEYOR NO. L820500007, STATE OF INDIANA, FOR KUHN AND GUSTAFSON LAND SURVEYING, INC. LAST REVISED AUGUST 8, 2024, AND RECORDED AS INSTRUMENT NUMBER 2024—013134 IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT A MAG NAIL MARKING THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 20 MINUTES 21 SECONDS EAST (BEARINGS BASED ON EAST LINE OF SECTION 34 BEING SOUTH 00 DEGREES 20 MINUTES 21 SECONDS EAST) 70.01 FEET TO THE SOUTH LINE OF THE RIGHT—OF—WAY OF PAUL HAND BOULEVARD AS DESCRIBED IN INSTRUMENT NO. IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA AND THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 38 MINUTES 49 SECONDS WEST 2318.01 FEET ALONG SAID SOUTH RIGHT—OF—WAY LINE TO THE EASTERLY LINE OF THE LAND OF LOUISVILLE AND INDIANA RAILROAD COMPANY AS DESCRIBED IN INSTRUMENT NO. 2024—013137 IN THE OFFICE OF SAID RECORDER; THENCE SOUTH 16 DEGREES 27 MINUTES 21 SECONDS EAST 3588.73 FEET ALONG SAID EASTERLY LINE TO THE NORTH LINE OF THE LAND OF ESSEX GROUP, INC. AS DESCRIBED IN INSTRUMENT NO. 1992—7878 IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA; THENCE ALONG SAID NORTH LINE THEREOF NORTH 88 DEGREES 4-0 MINUTES 48 SECONDS EAST 1321.63 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 20 MINUTES 21 SECONDS WEST 3466.08 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 144.76 ACRES, MORE OR LESS.

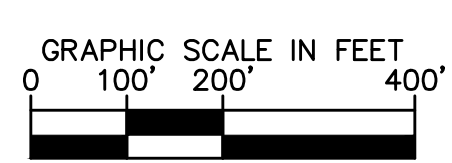
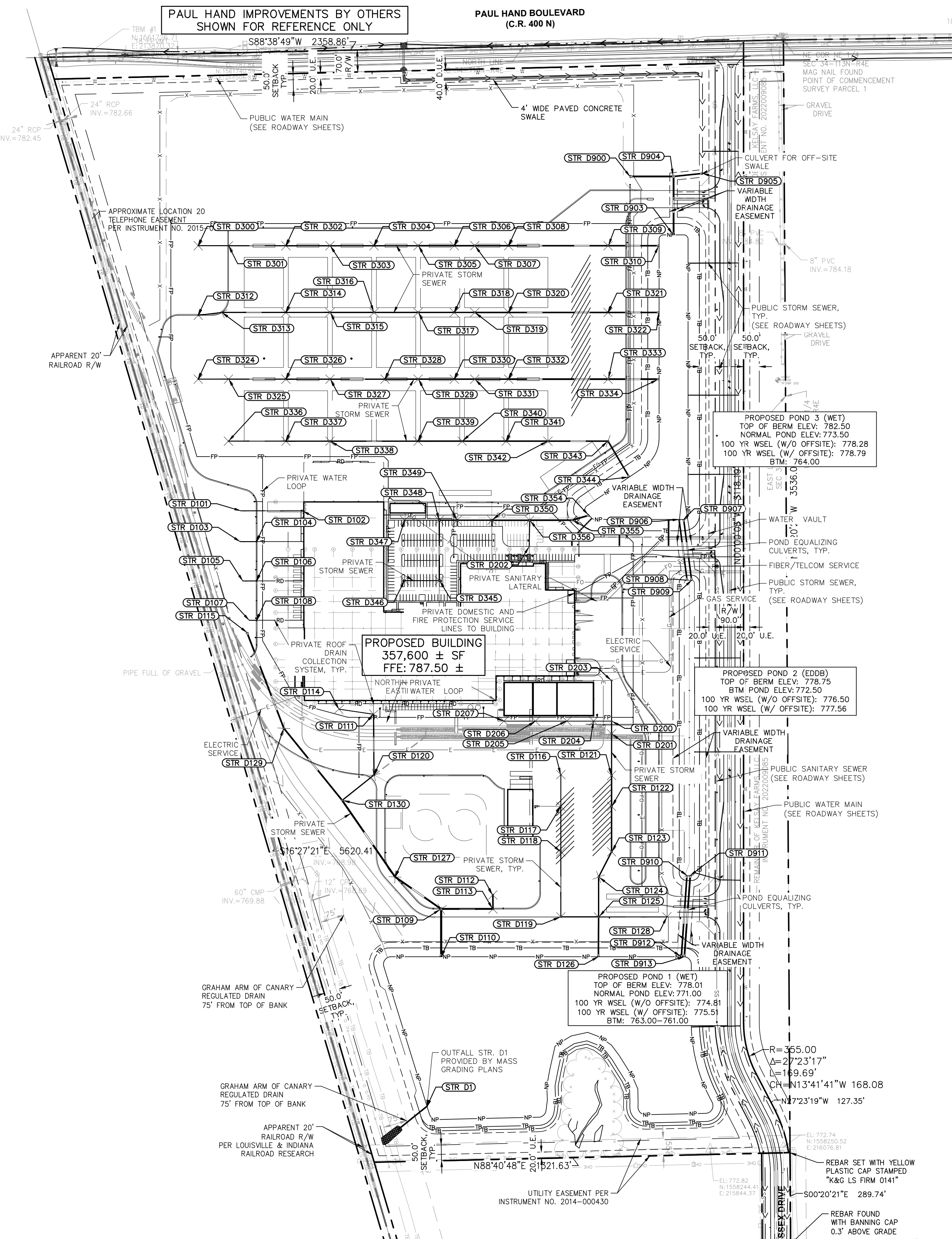
**EXHIBIT "B"**  
**Project System**

**Attach approved sanitary plan and profile sheets**



UTILITY LEGEND

	PROPOSED UNDERGROUND ELECTRIC LINE
	PROPOSED GAS LINE (BY GAS COMPANY)
	PROPOSED PHONE LINE
	PROPOSED ROOF DRAIN LINE
	PROPOSED UNDERDRAIN
	PROPOSED SWALE
	PROPOSED STORM SEWER LINE
	STRUCTURE ID
	PROPOSED STORM STRUCTURES
	PROPOSED SANITARY SEWER LINE
	PROPOSED SANITARY LATERAL LINE
	PROPOSED SANITARY MANHOLE
	PROPOSED STORM/SANITARY CLEANOUT
	PROPOSED WATER LINE
	PROPOSED FIRE PROTECTION LINE
	PROPOSED WATER VALVE BOX, PIV, METER FIRE HYDRANT, FIRE DEPT CONN. & VAULT
	PROPOSED WATER BENDS & TEE
	PROPOSED LIGHT POLE
	PROPOSED TRANSFORMER PAD (BY OTHERS)



GENERAL PLAN NOTES

REFER TO GENERAL NOTES SHEET FOR MORE INFORMATION INCLUDING THE FOLLOWING: (EXISTING LEGEND, BENCHMARK INFORMATION, AND SPECIFIC GENERAL PLAN NOTES.)



©2024 KIMLEY-HORN AND ASSOCIATES, INC.  
 500 EAST 96TH STREET, SUITE 300,  
 INDIANAPOLIS, IN 46240  
 PHONE: 317-218-9560  
 WWW.KIMLEY-HORN.COM  
 KHA PROJECT # 170509000

PROFESSIONAL SEAL

12/20/24

NOTICE  
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 DWG SIZE: 36" X 24"

REV	DESCRIPTION	DATE	IS.BY	REV	DESCRIPTION	DATE	IS.BY
△	TRC COMMENTS	11/19/24					
△	TRC/ INAW COMMENTS	12/20/24					

SCALE: AS NOTED  
 DRWN.: VG  
 CHKD.: AMM  
 APPD.:  
 APPD.:  
 DATE : 10/10/24

Cooper & Associates, LLC  
 Engineers - Project Managers  
 2200 Ellis Road, New Lenox, Illinois, 60451  
 Ph. (844) 251-7823 www.quadplus.com

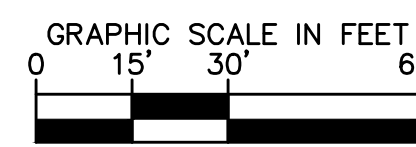
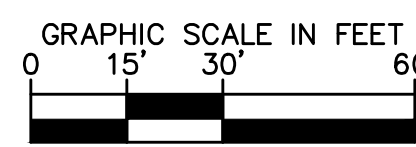
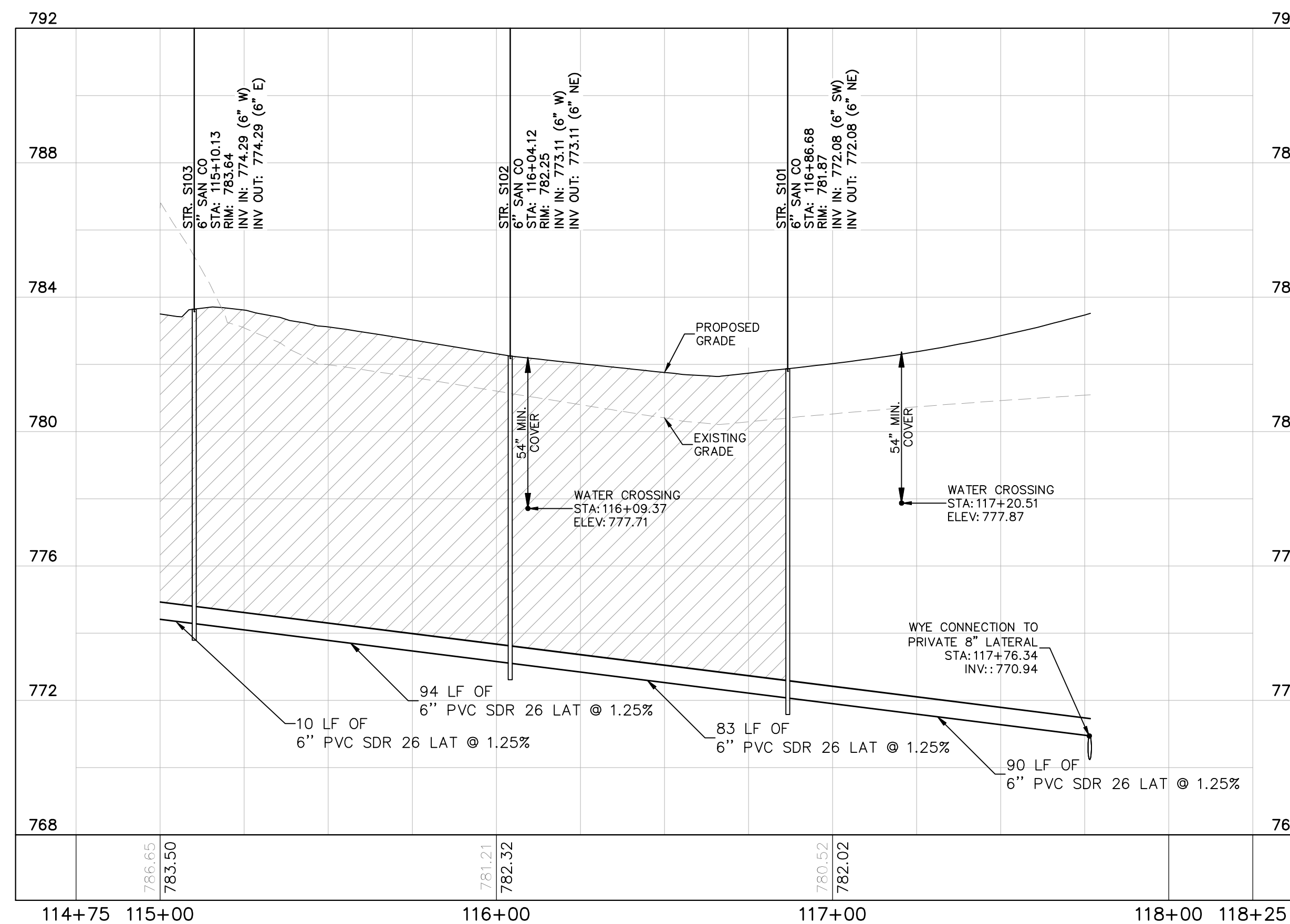
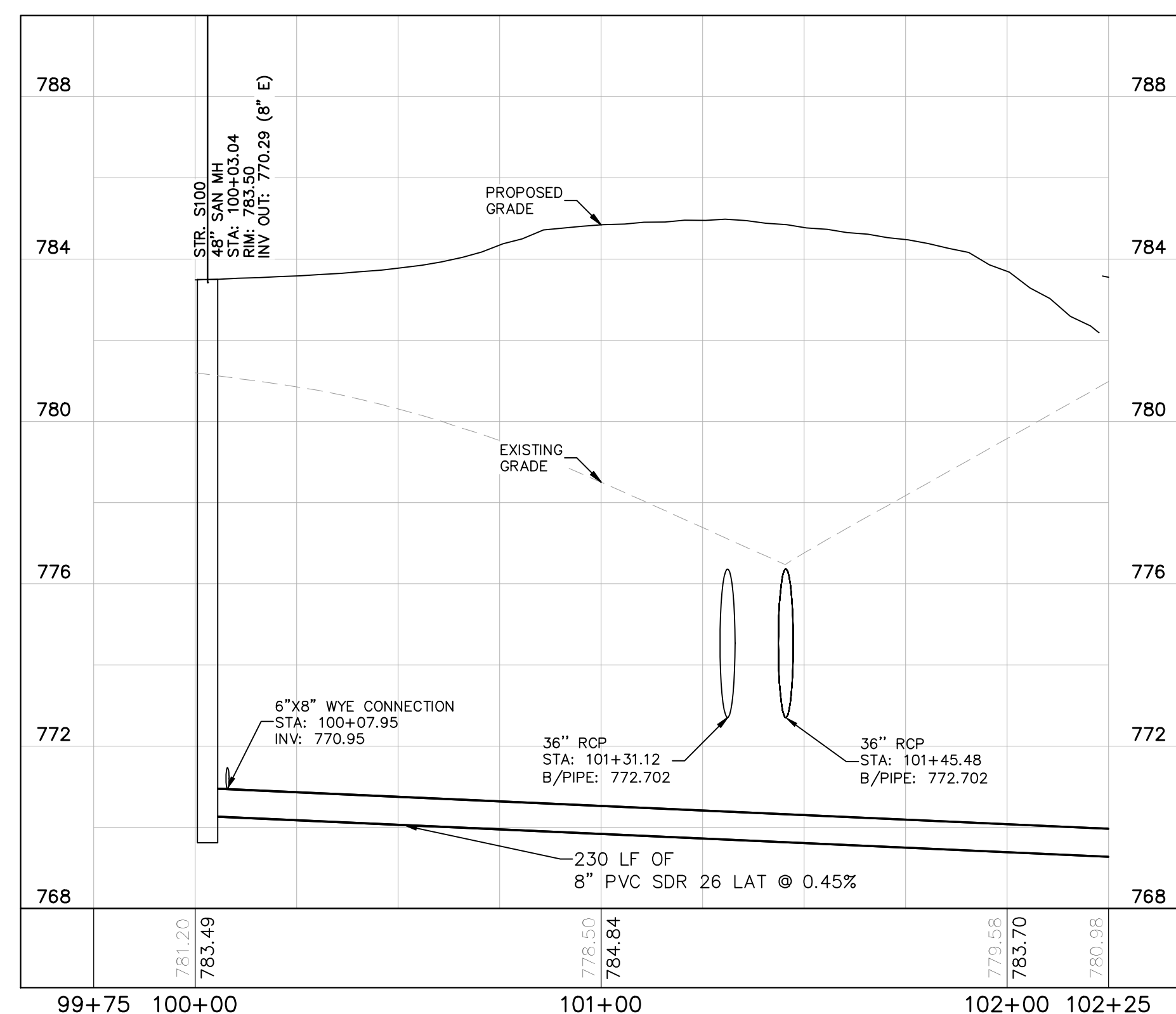
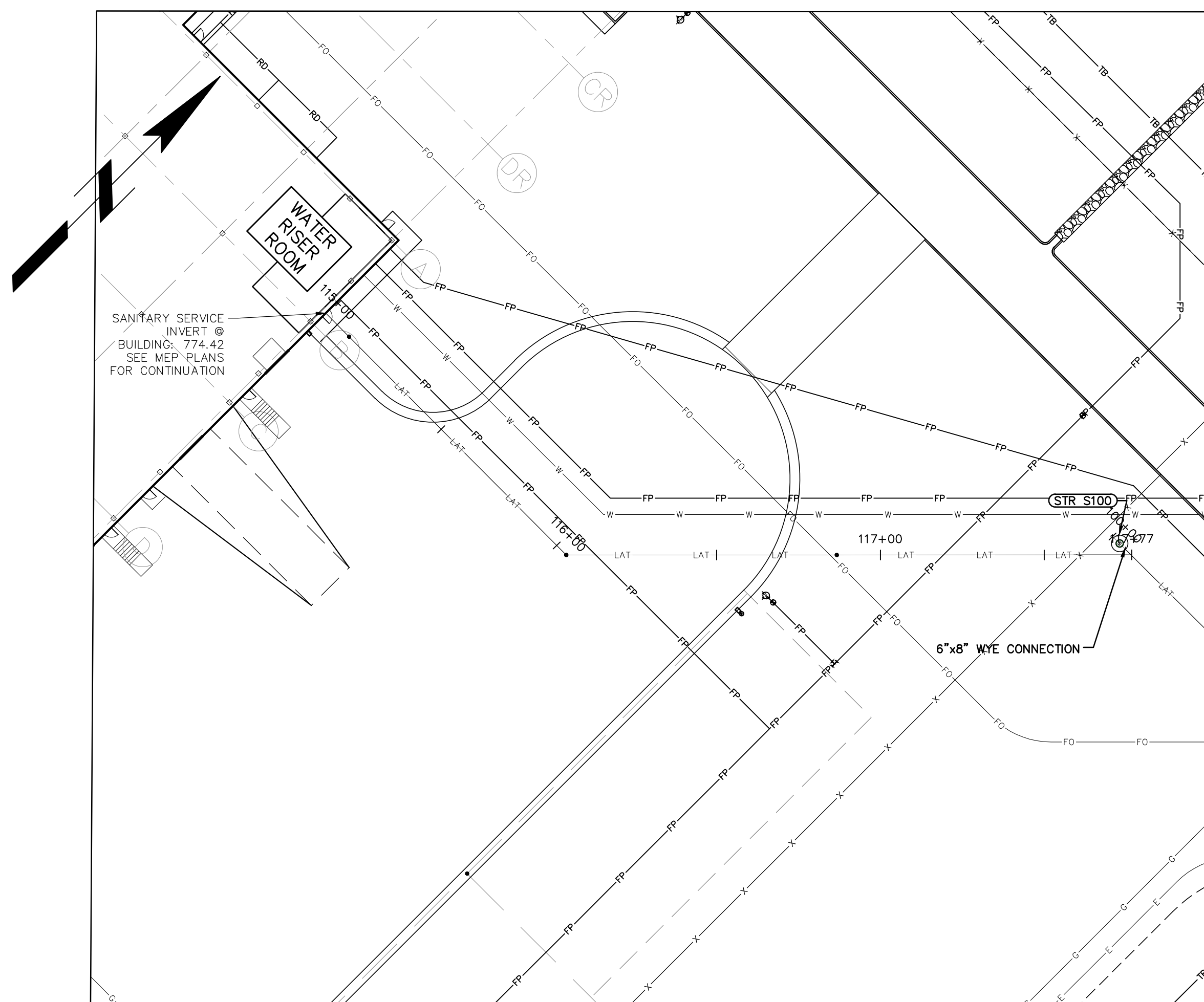
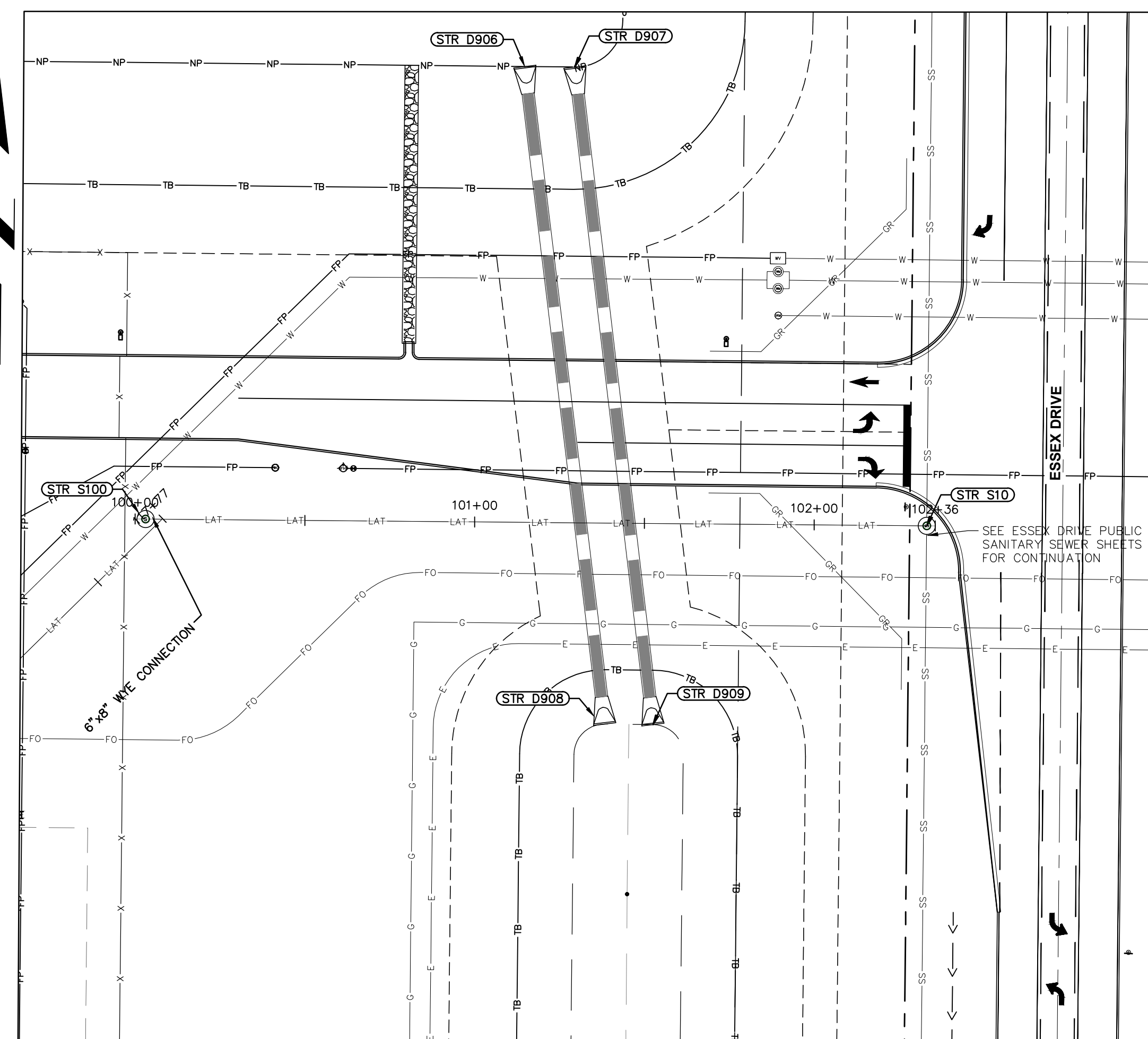
MALARKEY,IND FRANKLIN,IN  
 PHASE 2 - FINAL BUILDOUT  
 OVERALL UTILITY PLAN  
 PROJ. NO. 170509000  
 DWG. NO. 2500  
 SHEET 0  
 REV 0

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc. Drawing name: K:\IND\DEV\170509000\Cooper&Associates\_PlantA\_Franklin\_IN\Utility\_Plans\Site\_Improvements\Site\_Improvements\Overall\_UTILITY\_PLANS.dwg 06.0 Dec 20, 2024 12:26pm by anthony@kimleyhorn.com



**PROFILE LEGEND**

- FULL DEPTH GRANULAR BACKFILL REQUIRED (PROFILE VIEW)
- EXISTING PROFILE GRADE
- PROPOSED PROFILE GRADE



PROFESSIONAL SEAL



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DWG SIZE: 36" X 24"

REV	DESCRIPTION	DATE	IS.BY	REV	DESCRIPTION	DATE	IS.BY
△	TRC COMMENTS	11/19/24					
△	TRC/ INAW COMMENTS	12/20/24					

**Quad Plus**  
Cooper & Associates, LLC

Engineers - Project Managers  
2200 Ellis Road, New Lenox, Illinois, 60451  
Ph. (844) 251-7823 www.quadplus.com

**Kimley»Horn**  
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500 EAST 96TH STREET, SUITE 300,  
INDIANAPOLIS, IN 46240  
PHONE: 317-218-9560  
WWW.KIMLEY-HORN.COM  
KHA PROJECT # 170509000

**Malarkey Roofing Products**

PROJ. NO. 170509000  
DWG. NO. 2600  
SHEET 0

PHASE 2 - FINAL BUILDOUT  
SANITARY PLAN AND PROFILE

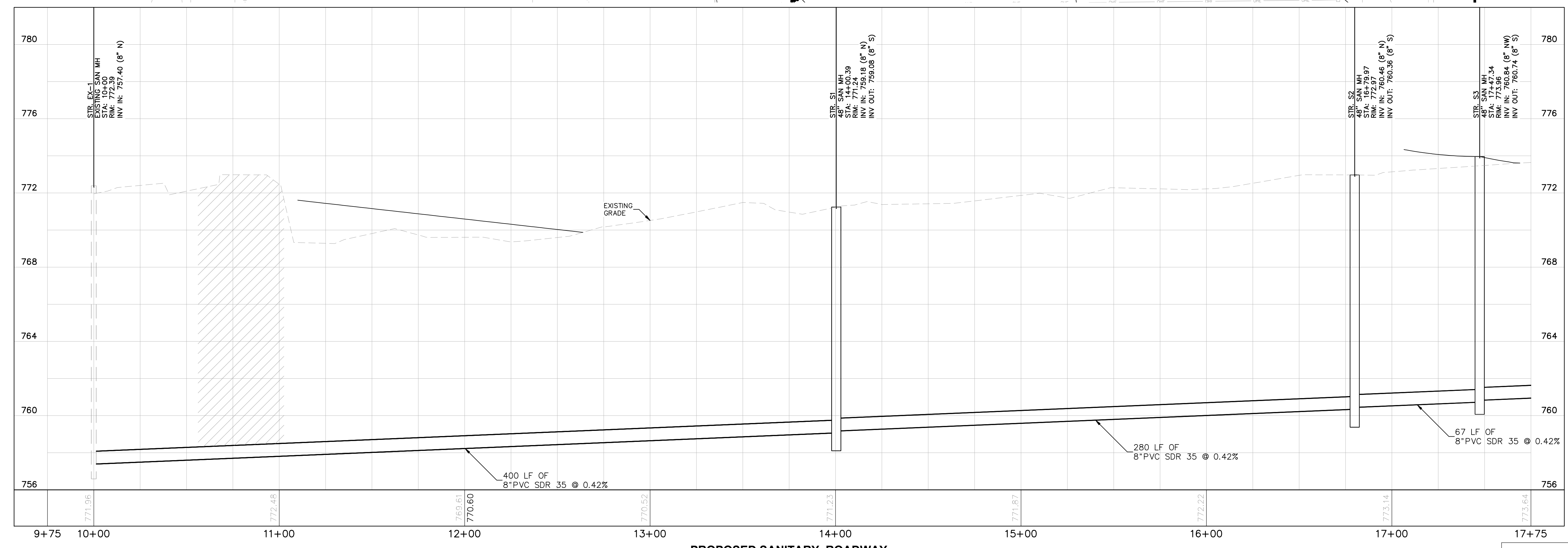
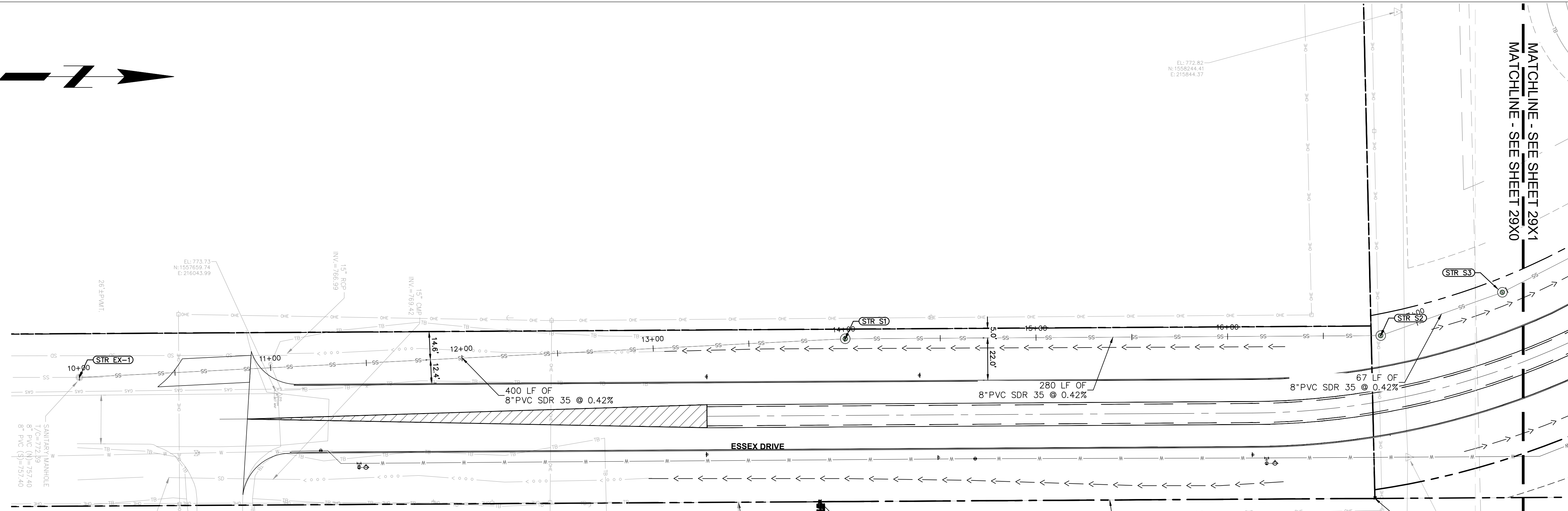
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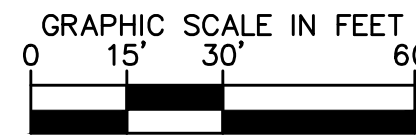


**PROFILE LEGEND**

- FULL DEPTH GRANULAR BACKFILL REQUIRED (PROFILE VIEW)
- EXISTING PROFILE GRADE
- PROPOSED PROFILE GRADE



**PROPOSED SANITARY ROADWAY**  
H: 1"=30 | V: 1"=3



PROFESSIONAL SEAL

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DWG SIZE: 36" X 24"

REV	DESCRIPTION	DATE	IS.BY	REV	DESCRIPTION	DATE	IS.BY
△	TRC COMMENTS	11/19/24					
△	TRC/ INAW COMMENTS	12/20/24					

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Cooper & Associates, LLC

Engineers - Project Managers  
2200 Ellis Road, New Lenox, Illinois, 60451  
Ph. (844) 251-7823 www.quadplus.com

**Kimley»Horn**  
2024 KIMLEY-HORN AND ASSOCIATES, INC.  
500 EAST 96TH STREET, SUITE 300,  
INDIANAPOLIS, IN 46240  
PHONE: 317-218-9560  
WWW.KIMLEY-HORN.COM  
KHA PROJECT # 170509000

**Malarkey Roofing Products**

MALARKEY,IND FRANKLIN,IN

PHASE 2 - FINAL BUILDOUT  
SANITARY PLAN AND PROFILE

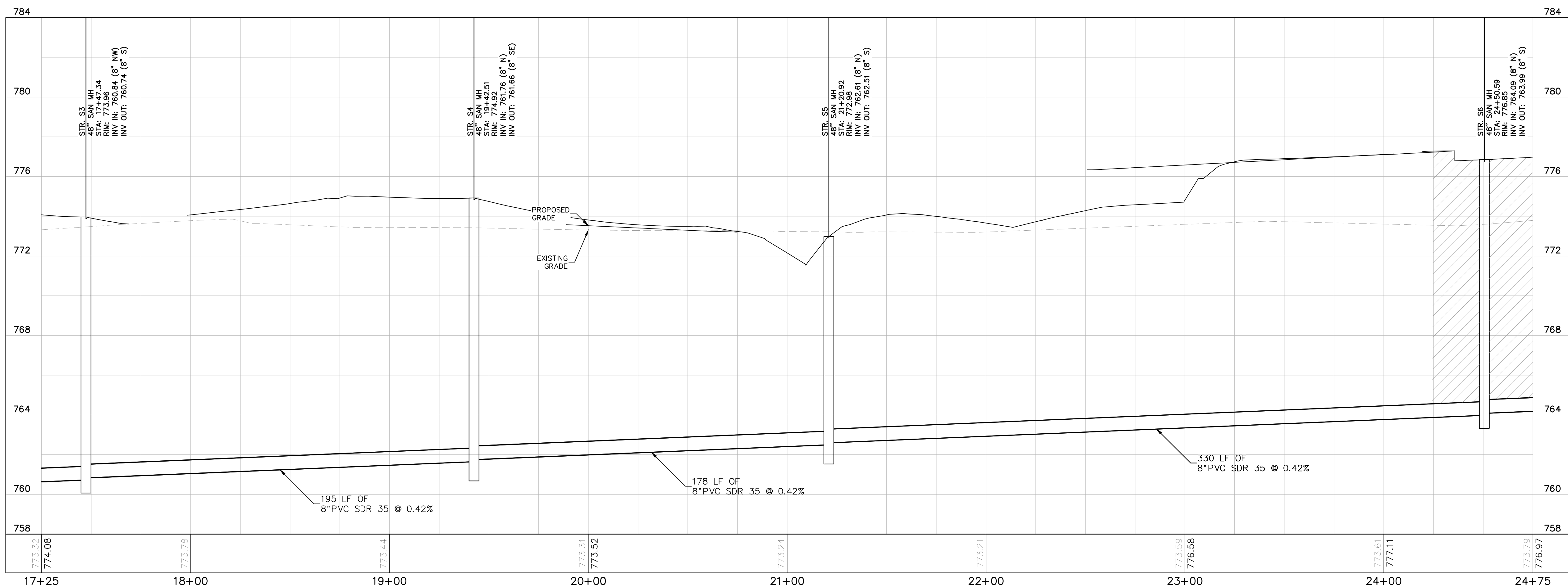
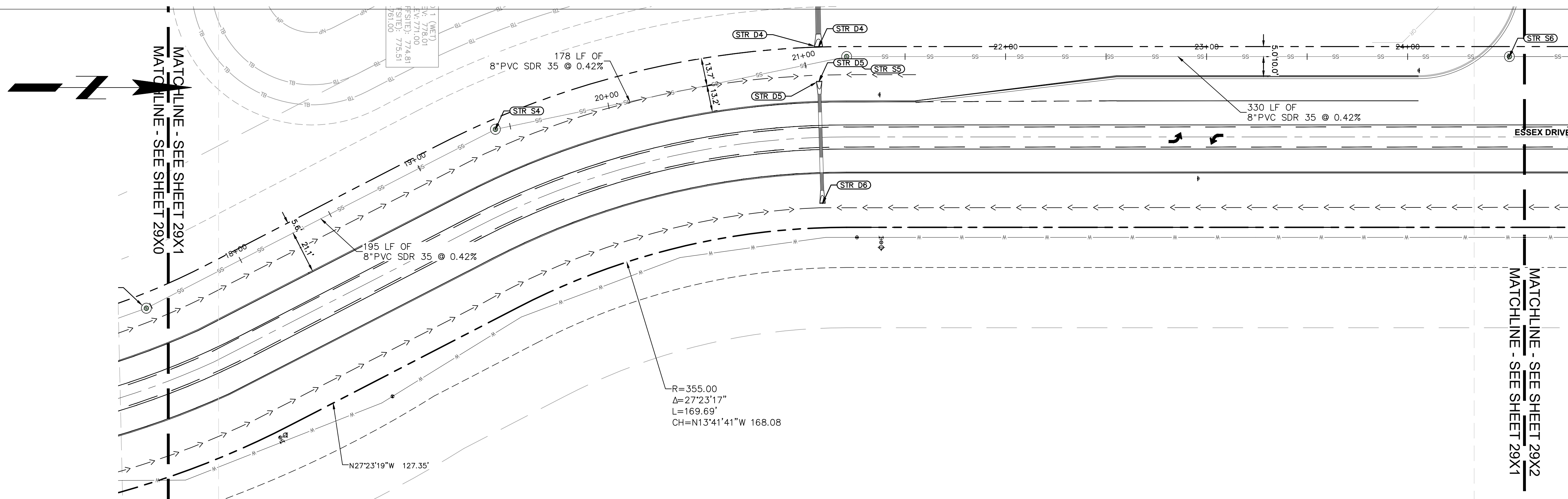
PROJ. NO. 170509000  
DWG. NO. 2950  
SHEET 0  
REV 0

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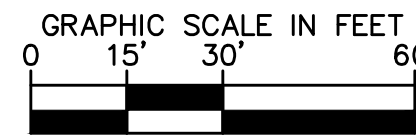


**PROFILE LEGEND**

- FULL DEPTH GRANULAR BACKFILL REQUIRED (PROFILE VIEW)
- EXISTING PROFILE GRADE
- PROPOSED PROFILE GRADE



**PROPOSED SANITARY ROADWAY**  
H: 1"=30 | V: 1"=3



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DWG SIZE: 36" X 24"

REV	DESCRIPTION	DATE	IS.BY	REV	DESCRIPTION	DATE	IS.BY
△	TRC COMMENTS	11/19/24					
△	TRC/ INAW COMMENTS	12/20/24					

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KHA PROJECT # 170509000

**Malarkey Roofing Products**

PROJ. NO. 170509000  
DWG. NO. 2951  
SHEET 0  
REV 0

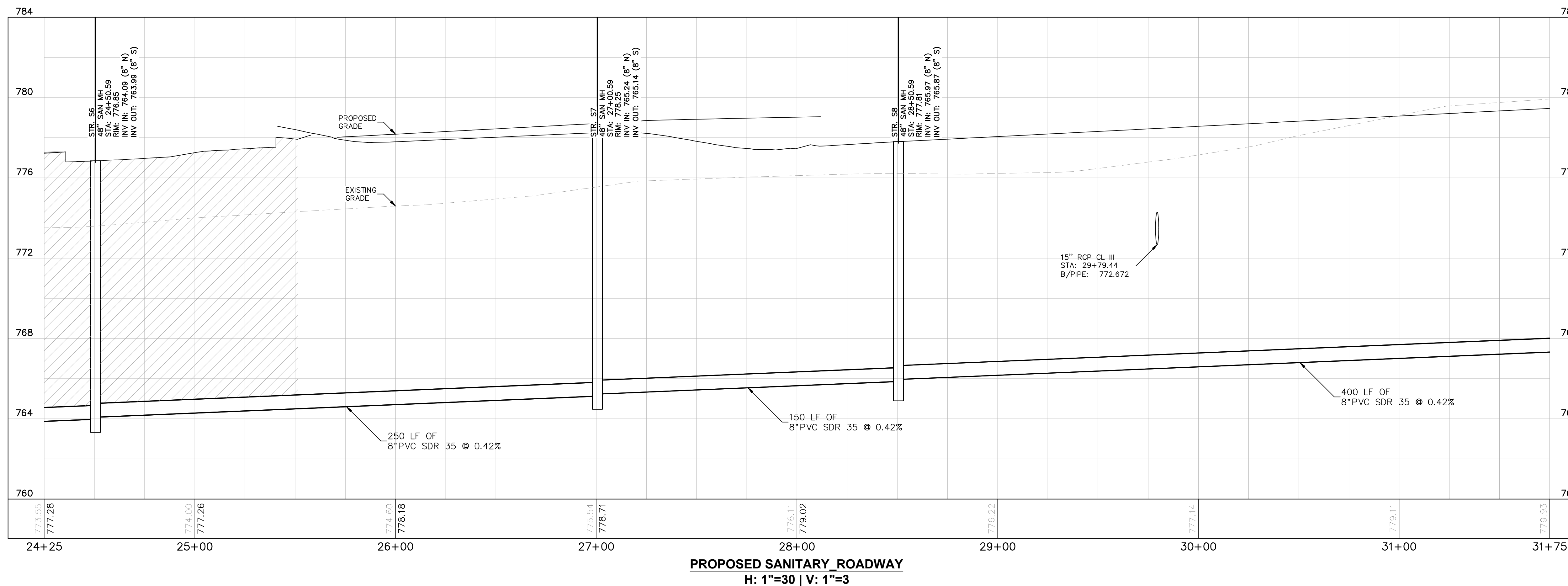
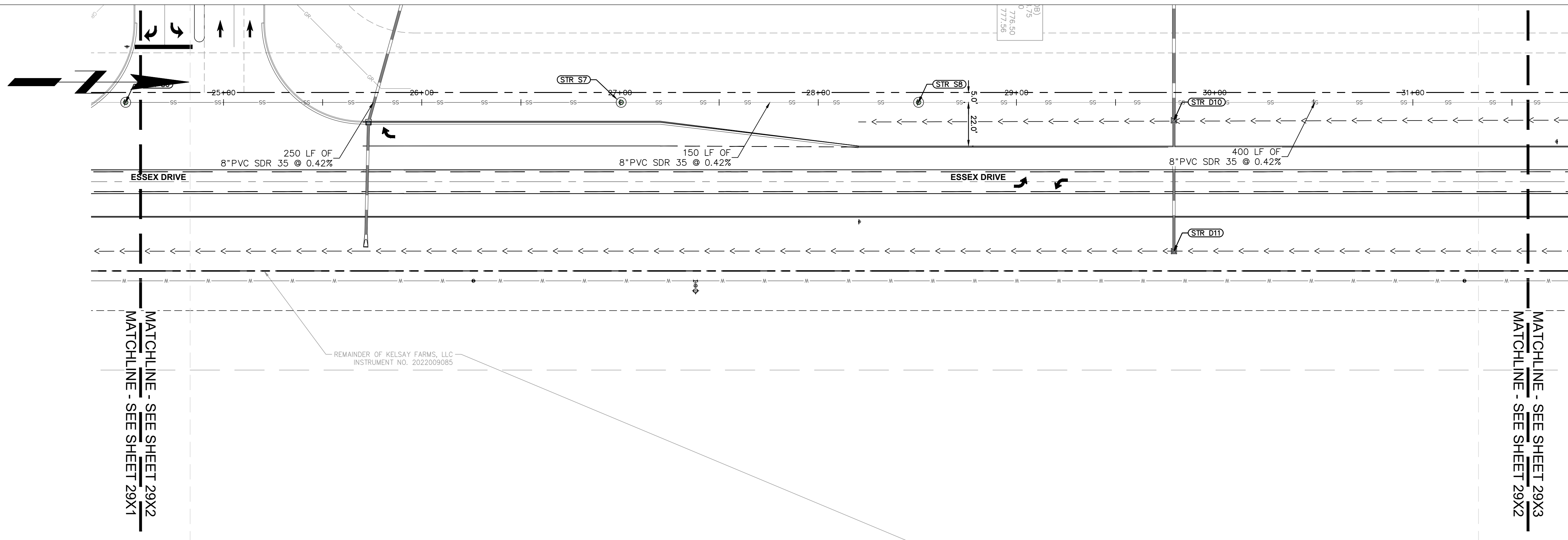
PHASE 2 - FINAL BUILDOUT  
SANITARY PLAN AND PROFILE

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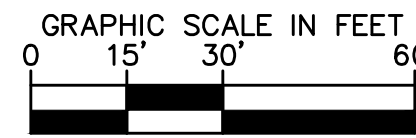


**PROFILE LEGEND**

- FULL DEPTH GRANULAR BACKFILL REQUIRED (PROFILE VIEW)
- EXISTING PROFILE GRADE
- PROPOSED PROFILE GRADE



**PROPOSED SANITARY ROADWAY**  
H: 1"=30 | V: 1"=3



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KHA PROJECT # 170509000

**Malarkey Roofing Products**

MALARKEY,IND FRANKLIN,IN

PHASE 2 - FINAL BUILDOUT  
SANITARY PLAN AND PROFILE

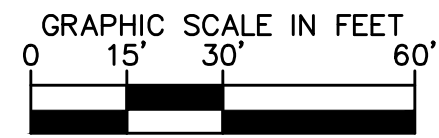
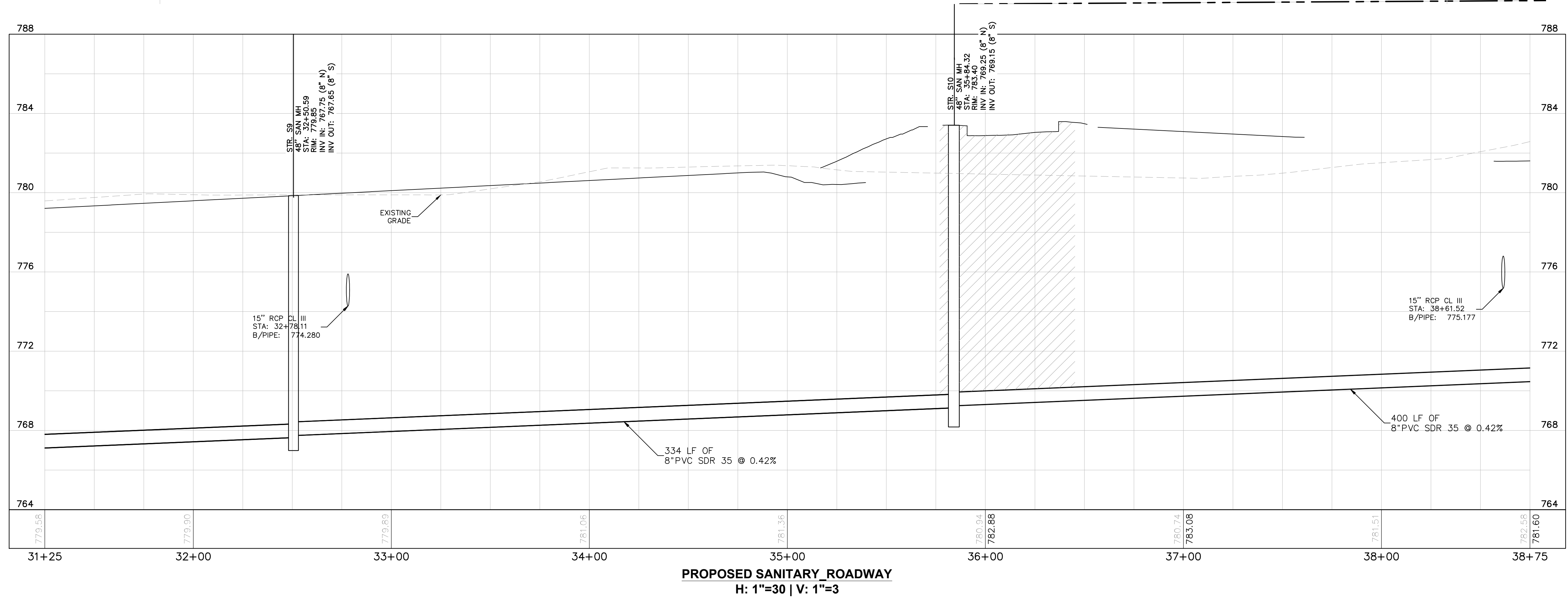
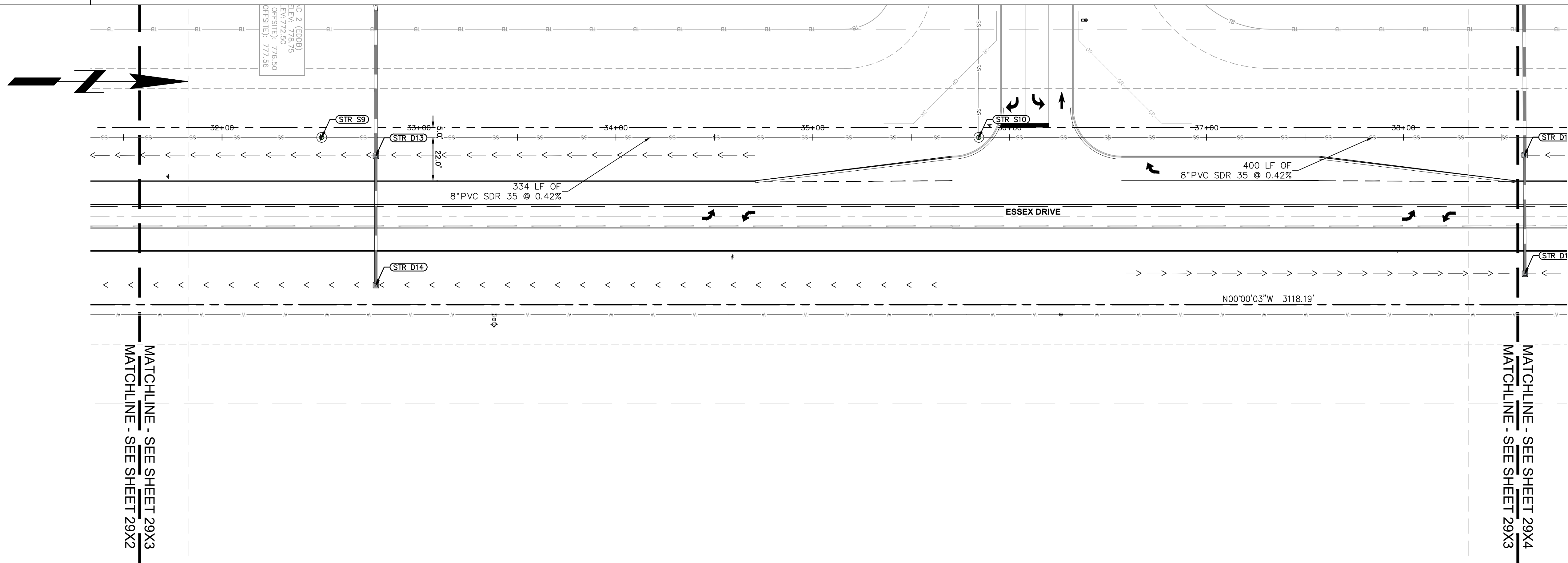
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**PROFILE LEGEND**

- FULL DEPTH GRANULAR BACKFILL REQUIRED (PROFILE VIEW)
- EXISTING PROFILE GRADE
- PROPOSED PROFILE GRADE



**PROPOSED SANITARY ROADWAY**  
H: 1"=30 | V: 1"=3

PROFESSIONAL SEAL

Anthony Michael MacIntyre  
No. PE12100694  
STATE OF INDIANA  
PROFESSIONAL ENGINEER

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DWG SIZE: 36" X 24"

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△	TRC COMMENTS	11/19/24					
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**Malarkey Roofing Products**

MALARKEY,IND FRANKLIN,IN

PHASE 2 - FINAL BUILDOUT  
SANITARY PLAN AND PROFILE

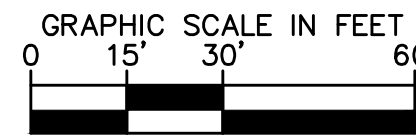
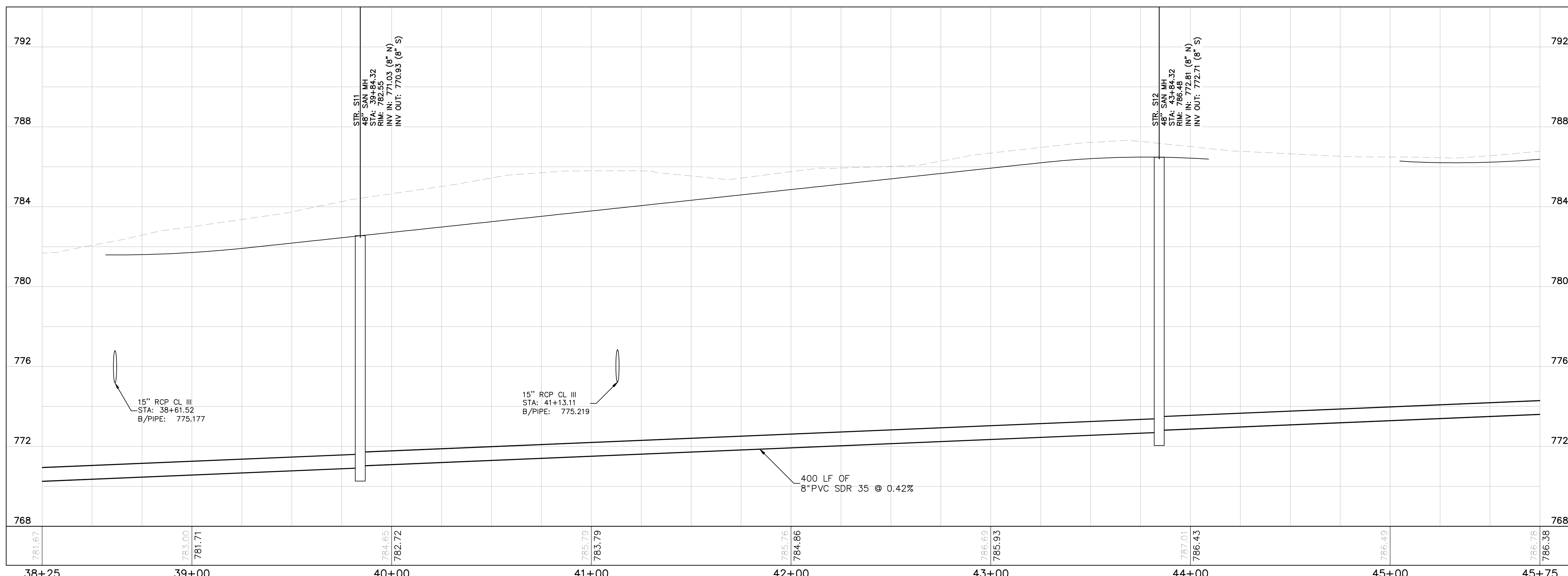
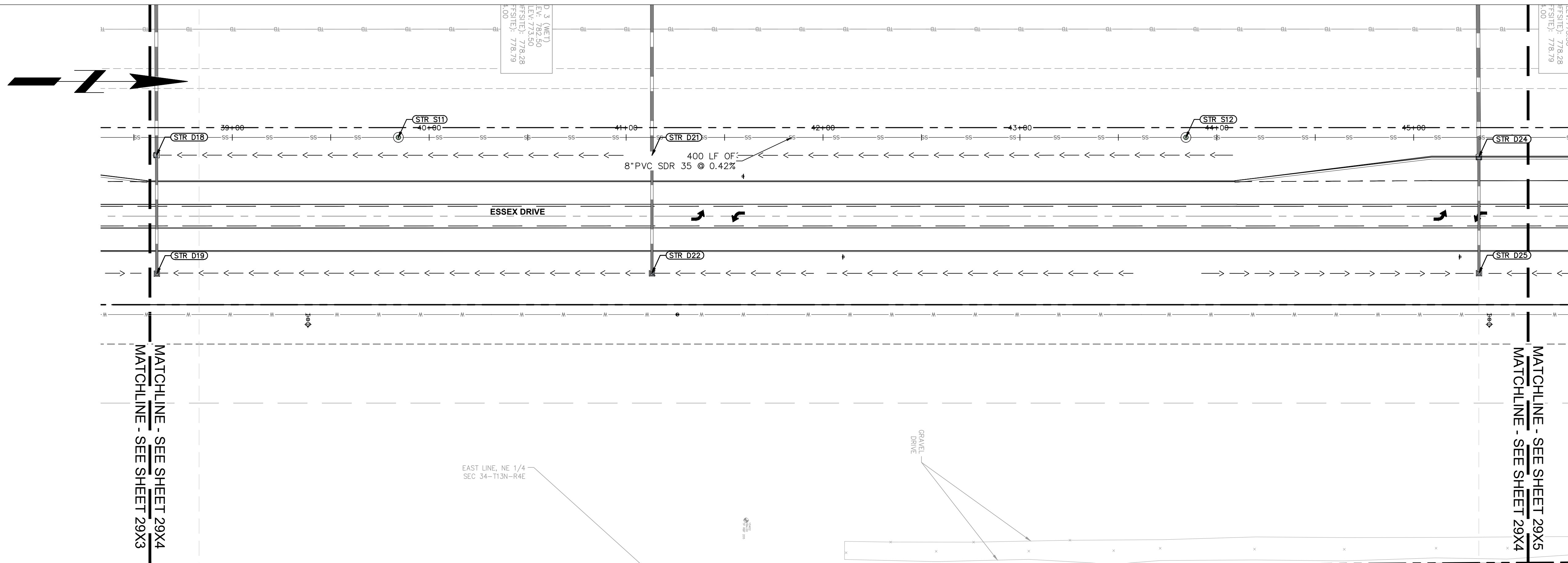
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**PROFILE LEGEND**

- FULL DEPTH GRANULAR BACKFILL REQUIRED (PROFILE VIEW)
- EXISTING PROFILE GRADE
- PROPOSED PROFILE GRADE



**PROPOSED SANITARY ROADWAY**  
H: 1"=30 | V: 1"=3

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**Malarkey Roofing Products**

MALARKEY,IND FRANKLIN,IN

PHASE 2 - FINAL BUILDOUT  
SANITARY PLAN AND PROFILE

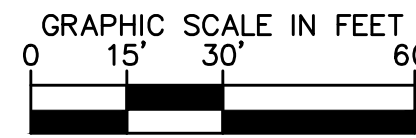
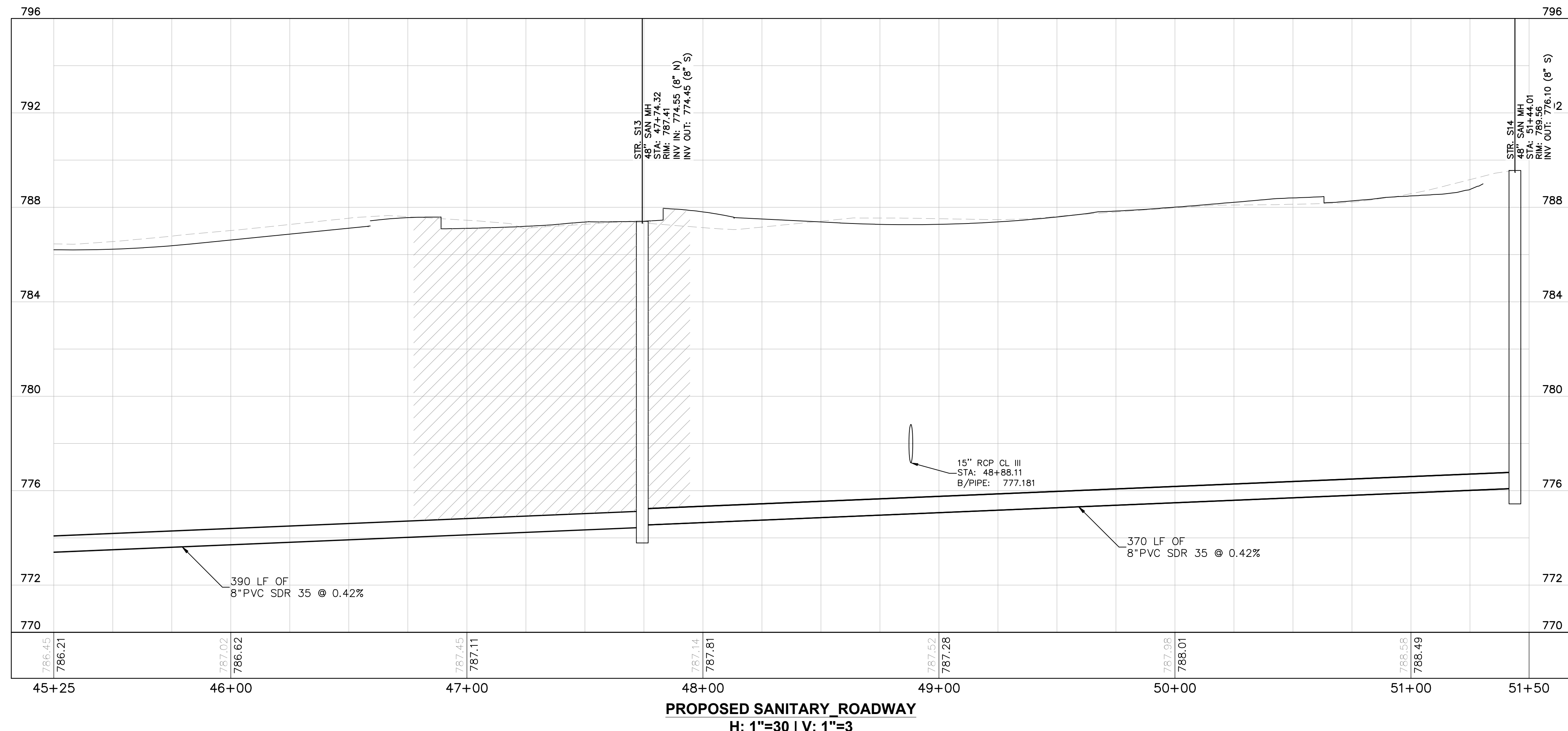
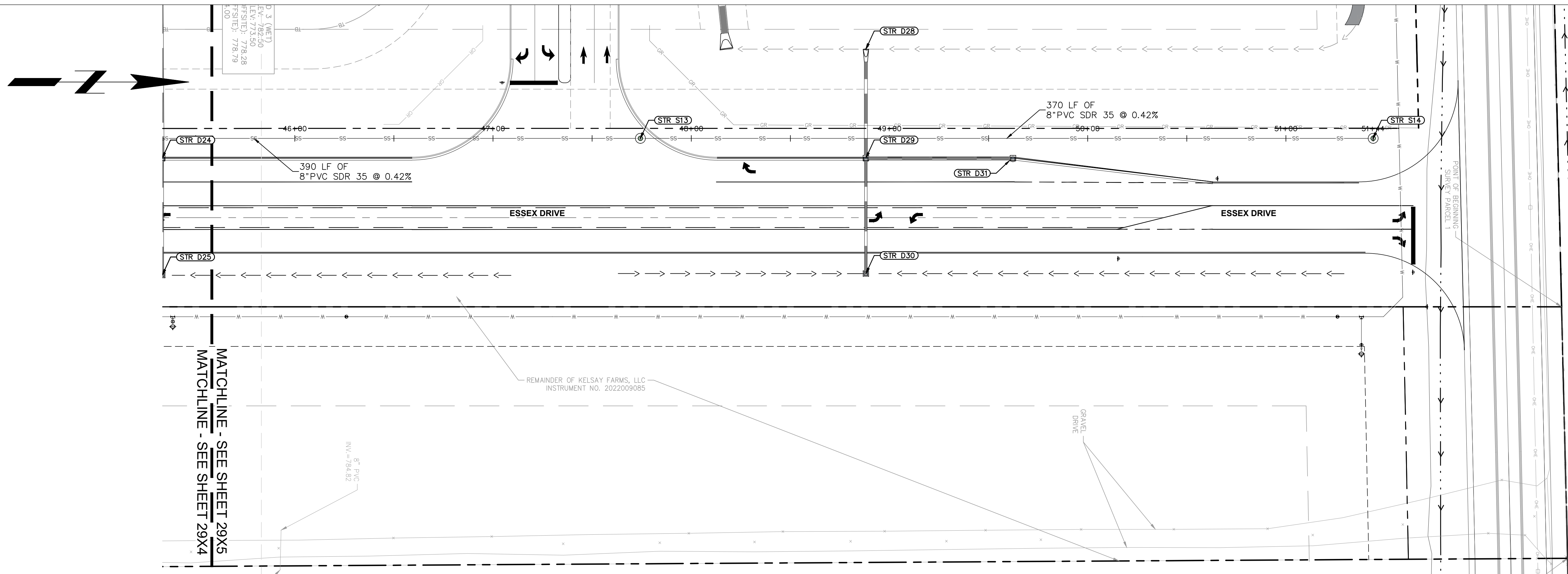
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DWG. NO.	2954
SHEET	0
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**PROFILE LEGEND**

- FULL DEPTH GRANULAR BACKFILL REQUIRED (PROFILE VIEW)
- EXISTING PROFILE GRADE
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DWG SIZE: 36" X 24"

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KHA PROJECT # 170509000



MALARKEY,IND FRANKLIN,IN  
TITLE- PHASE 2 - FINAL BUILDOUT  
SANITARY PLAN AND PROFILE

PROJ. NO.	170509000
DWG. NO.	2955
SHEET	0
REV	0

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

**SUBJECT PROJECT:** Malarkey Asphalt Shingles Plant & Essex Road Construction

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 24 weeks.

The estimated inspection time is 10 hours per week.

The total estimated cost for Inspection Services is \$ 12,000.00.

The undersigneds agree to include ninety percent (90%) of the total estimated cost of \$ 10,800.00 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 24 day of February, 2025.

WITNESS: Developer:

Herbert Malarky Roofing Company

Contractor:

Compass Commercial Construction

BY: David S Wachsmeith  
Signature

David Wachsmeith  
Print Name

BY: [Signature]  
Signature

Travis Ballman  
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 – Ken Austin

\_\_\_\_\_  
Member – Tina Gross

ATTEST:

\_\_\_\_\_  
Jan Jones, Clerk Treasurer



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

**SUBJECT PROJECT:** Malarkey Asphalt Singles Plant & Essex Road Construction

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 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 18 weeks.

The estimated inspection time is 10 hours per week.

The total estimated cost for Inspection Services is \$ 9,000.00.

The undersigned agree to include ninety percent (90%) of the total estimated cost of \$ \$8,100.00 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 29 day of February, 2025.

WITNESS: Developer:

Herbert Maloney Roofing Company

Contractor:

Compass Commercial Construction

BY:

David S. Wachsmuth  
Signature

David Wachsmuth  
Print Name

BY:

Travis Ballman  
Signature

Travis Ballman  
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 – Ken Austin

\_\_\_\_\_  
Member – Tina Gross

ATTEST:

\_\_\_\_\_  
Jan Jones, Clerk Treasurer



**Subdivision Performance Bond**

Bond Number 30237866  
Project Name Malarkey  
Improvements Erosion Control

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,  
Contractor's Company Name Compass Commercial Construction Group, LLC as Principal  
Contractor's Company Address 250 E. 96th Street, Suite 100, Indianapolis, IN 46240 and  
Surety Company Name Continental Casualty Company  
Surety Company Address 151 N. Franklin Street, 17th Floor, Chicago, IL 60606 as Surety are held and firmly  
bound unto the City of Franklin, Indiana, in the penal sum of  
One Hundred Thirty Five Thousand Six Hundred Forty One and 71/100 DOLLARS, \$135,641.71  
for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 24th DAY OF February, 2025. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Malarkey - Erosion Control,  
have not been improved as required by the regulations and procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said Compass Commercial Construction Group, LLC shall construct said Malarkey - Erosion Control according to specifications and regulations of the City of Franklin, Indiana, and comply with all the provisions of the ordinances, rules and regulations of the City of Franklin, Indiana, in relation to the mode, manner or form in which said work shall be done, and shall pay and save the City of Franklin, Indiana, against loss of damage which may arise by reason of delay in completion of said work, by reason of the manner in which said work is done or the quality of the materials furnished being in violation of the requirements of any law of the State of Indiana, or any ordinance of the City of Franklin, Indiana, controlling such work, then this obligation to be void; otherwise to be and remain in full force and effect. This performance bond shall be and remain in full force and effect until such time it is officially released by the Board of Public Works and Safety, City of Franklin, Indiana.

BY: Contractor's Company Name (printed) Compass Commercial Construction Group, LLC  
Signature for Contractor's Company [Signature]  
Signatory Name & Title (printed) JAMES BELANGE - CEO

BY: Surety Company Name Continental Casualty Company  
Signature of Attorney-in-Fact [Signature]  
Attorney-in-Fact (printed) Robert L. Sherfick

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

\_\_\_\_\_  
Steve Barnett, Board Member      Ken Austin, Board Member      Tina Gross, Board Member

ATTEST: \_\_\_\_\_  
Jan Jones, 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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Jason D McEldowney, Katie Pikula, John W Hannon III, Robert L Sherfick, Individually

of Carmel, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 23rd day of September, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Handwritten signature of Larry Kasten

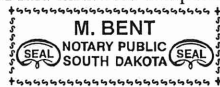
Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 23rd day of September, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026



Handwritten signature of M. Bent

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 24th day of February, 2025.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Handwritten signature of D. Johnson

D. Johnson Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.