

**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>	March 12, 2025	<b>Meeting Date:</b>	March 17, 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>			
Request approval of Amendment #3 to Public Private Agreement and Bill of Sale for Fire Station #21 Remodel / Expansion Project			
<b>List Supporting Documentation Provided:</b>			
1. Third Amendment to Public Private Agreement and Bill of Sale – Fire Station #21 Remodel/Expansion Project			
<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.*

**THIRDA MENDMENT TO**  
**PUBLIC PRIVATE AGREEMENT**  
**AND**  
**BILL OF SALE**  
**(City of Franklin Fire Station #21 Remodel / Expansion Project)**

This Third Amendment to Public Private Agreement and Bill of Sale (City of Franklin Fire Station #21 Remodel / Expansion Project) (the "Third Amendment") is executed by and between Envoy Construction Services, LLC, an Indiana limited liability company (the "Developer") and the City of Franklin, Indiana (the "City") as of March \_\_, 2025 (the "Third Amendment Effective Date").

**RECITALS**

WHEREAS, City and Developer entered into that Public Private Agreement (City of Franklin Fire Station #21 Remodel / Expansion Project) dated May 1, 2023, as amended and supplemented by the Amendment to Public Private Agreement dated June 29, 2023, and the Second Amendment to Public Private Agreement and Approval of Project Development Proposal dated September 5, 2023 (collectively, the "BOT Agreement");

WHEREAS, Developer has completed the Project, and pursuant to the terms of the BOT Agreement, the Developer and City are terminating the Operating Period;

WHEREAS, Developer desires to transfer the Project improvements to City; and

WHEREAS, Developer and City desire to enter into this Third Amendment;

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, Developer and City agree as follows:

- 1. Operating Period.** As of the Third Amendment Effective Date, the Operating Period is terminated and City accepts responsibility for the operation of the Project.
- 2. Inspections.** As of the Third Amendment Effective Date, the City has conducted all its Permitted Inspections and there are no Material Defects that have not been provided to Developer and remedied pursuant to the terms and conditions of the BOT Agreement.
- 3. Bonds.** As of the Third Amendment Effective Date, the City acknowledges that the Project has been completed and the Bonds may be released by Developer. The Developer acknowledges that all payments to contractors and subcontractors have been made and there are no liens or encumbrances for work completed on the project. The City agrees to execute any other documents reasonably required by Developer or its surety to release the Bonds.
- 4. Project Costs.** As of the Third Amendment Effective Date, the Developer and City agree that all Project Costs have been paid to Developer and that no further payments under the BOT Agreement are required.

5. **Bill of Sale.** Pursuant to the terms of the BOT Agreement and this Third Amendment, Developer does grant, sell, assign, transfer, and convey unto City all of its respective right, title, and interest in the project (such property, rights, and interests hereinafter referred to as the "Developer Interest") in the Project, including the following:

- (a) All permits, leases, contract rights, rights or instruments affecting all or a portion of the Project, to the extent the same are assignable by Developer.
- (b) All warranties with respect to the Project or Developer Interest, including all warranties and guaranties by contractors, subcontractors, suppliers, and manufacturers which Developer now holds or under which Developer is the beneficiary, to the extent the same are assignable by Developer.
- (c) All Final Plans in the possession or control of Developer that relate to the Project and/or the Developer Interest, to the extent the same have not been previously transferred to City and are transferable by Developer.
- (d) All items of tangible personal property owned by Developer and located on or attached to the Project.

Developer hereby represents to and agrees with City that Developer is the owner of the Developer Interest, which Developer Interest, is free and clear of any and all liens, security interest, or other encumbrances, including but not limited to liens or demands for payments from contractors, subcontractors, suppliers or other third parties. Developer and City agree that all of Developer's Interest hereby transferred shall be transferred as is and where is without warranty or merchantability or fitness for a particular purpose, unless otherwise expressly identified herein or in the BOT Agreement.

6. **Quitclaim Deed.** As part of the conveyance of the Developer Interest, the Developer shall execute the Quitclaim Deed in a form substantially similar to that set forth in Exhibit A.

7. **Miscellaneous.** All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the BOT Agreement. Except as expressly set forth herein, all the terms and conditions of the BOT Agreement shall remain unaltered and in full force and effect. In the event of any conflict between the BOT Agreement and this Third Amendment the terms and conditions of this Third Amendment shall control. This Third Amendment shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to the conflicts of laws principles thereof.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date first written above.

DEVELOPER:

ENVOY CONSTRUCTION SERVICES, LLC, an Indiana limited liability company

DocuSigned by:  
By: John Barbee  
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Printed: John Barbee  
John E Barbee, Executive Vice President

Title: President / COO, Envoy, Inc. Its Manager

Initial DS  
CB JW

CITY:

CITY OF FRANKLIN, INDIANA

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### Quitclaim Deed

Envoy Construction Services, LLC, an Indiana limited liability company, ("Grantor"), for and in consideration of the sum of One Dollar and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does convey and quitclaim unto the City of Franklin, Indiana, ("Grantee") all of the Grantor's right, title and interest in and to the improvements lying in City of Franklin, Johnson County, State of Indiana and more particularly described on the Legal Description attached hereto as *Exhibit A* (hereinafter called the "Property").

This conveyance is made subject to all zoning ordinances, easements, taxes and restrictions of record affecting the Property.

Grantee, by its acceptance hereof, agrees and acknowledges that Grantee is taking the Property "AS IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES OR REPRESENTATIONS FROM GRANTOR OF ANY KIND OR CHARACTER, EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion of any kind whatsoever with respect to the Property condition but is relying solely on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties of any kind whatsoever. Grantee hereby assumes all risk and liability (and agrees that Grantor shall not be liable for any special, direct, indirect, consequential, or other damages) resulting or arising from or relating to the ownership, use, condition, location, maintenance, repair, or operation of the Property.

[Signature page to follow]

Signed and delivered this \_\_\_\_ day of March, 2025.

GRANTOR:

Envoy Construction Services, LLC

By:

John Barbee  
John Barbee, COO

STATE OF INDIANA )  
                                  )SS:  
COUNTY OF Hamilton)

Before me, a Notary Public in and for the County and State referenced above, personally appeared John Barbee, COO of Envoy Construction Services, LLC, who, having been first duly sworn, acknowledged the execution of the foregoing Quitclaim Deed and stated that the representations contained herein are true. Witness my hand and Notarial Seal this 7 day of March, 2025.

[SEAL] Tera Robinson Mallow  
Notary Public  
Printed: Tera Robinson Mallow



I am a resident of Hamilton County, Indiana.  
My commission expires: 9/12/30

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: /s/ Adam W. Collins

This instrument was prepared by Adam W. Collins, Wallack Somers & Haas, P.C.

Return deed to: Wallack Somers & Haas, P.C., One Indiana Square, Suite 2300, Indianapolis, IN 46204, Attn: Adam W. Collins

Grantee's Mailing Address: 70 E Monroe St, Franklin, IN 46131

Exhibit A  
**Legal Description**

A part of the West half of the Southwest quarter of Section 11, Township 12 North, Range 4 East of the Second Principal Meridian, in Franklin, Indiana, more particularly described as follows:

Beginning at a point on an extension of the platted East line of North Main Street in the Lochry Addition - First Section, Franklin, Indiana 120.00 feet Northwesterly from the Northwest of Lot No. 46 in said Lochry's Addition; thence Northeasterly parallel to the Northerly line of Lots 44 through 46 in said Addition a distance of 225.00 feet; thence Northwesterly parallel to said extension of North Main Street on and along a portion of the West line of Lochry Addition - Second Section, Franklin, Indiana a distance of 122.925 feet; thence Southwesterly perpendicular to the East line of said North Main Street extended a distance of 225.00 feet to said East line of North Main Street extended; thence Southeasterly on last said East line 122.925 feet to the Place of Beginning, containing 0.635 acres, more or less, subject to all legal rights-of-way and easements.