

**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:	07.27.2020	Meeting Date:	08.03.2020
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:			
Approval of Joint Resolution of the Board of Public Works and Safety and Common Council approving Interlocal Agreement between Town of Edinburgh and City of Franklin Concerning Sale of Personal Property (a fire truck).			
List Supporting Documentation Provided:			
Resolution 20-05			
Interlocal Agreement			
Who will present the request?			
Name:	Lynnette Gray, City Attorney	Telephone:	317-736-3365

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: 20-05
OF THE CITY OF FRANKLIN, INDIANA
BOARD OF PUBLIC WORKS AND SAFETY & CITY OF FRANKLIN
COMMON COUNCIL**

**JOINT RESOLUTION APROVING INTERLOCAL AGREEMENT BETWEEN TOWN
OF EDINBURGH AND CITY OF FRANKLIN CONCERNING THE SALE OF
PERSONAL PROPERTY**

WHEREAS, the City of Franklin, Indiana, acting by and through its Board of Public Works and Safety is a government organization providing services to the citizens of Franklin, Indiana and is a disposing agent as that term is contemplated pursuant to IC 36-1-11-2; and

WHEREAS, the Common Council is the legislative and fiscal body for the City of Franklin which exercises the power of appropriation of monies pursuant to IC 36-4-6-18; and

WHEREAS, the Board of Public Works and Safety has determined that a certain fire truck owned and previously purchased by the City of Franklin is surplus property no longer needed by the City of Franklin such that the continued maintenance and storage of said property is not fiscally prudent; and

WHEREAS, the Board of Public Works and Safety is a government organization that has entered into negotiations with the Town of Edinburgh, a government organization, which desires to purchase said surplus fire engine; and

WHEREAS, the Board of Public Works and Safety as the disposing agent of property has negotiated a Interlocal Agreement between the City of Franklin and the Town of Edinburgh such that the Town of Edinburgh shall purchase said surplus fire truck from the City of Franklin pursuant to the terms of an Interlocal Agreement; and

WHEREAS, a copy of said Interlocal Agreement is attached to this joint resolution as Exhibit "A"; and

WHEREAS, the Common Council of the City of Franklin agrees that the sale of said fire truck in accordance with the terms and conditions of the Interlocal Agreement is appropriate and in the best interests of the City of Franklin;

NOW THEREFORE BE IT RESOLVED that in consideration of the foregoing and other valuable consideration, the Board of Public Works and Safety and the Common Council of the City of Franklin do hereby adopt the above aforementioned as findings of fact;

BE IT FURTHER RESOLVED that the Board of Public Works and Safety and the Common Council of the City of Franklin do authorize and consent to the sale of the fire truck as set forth under the terms and conditions of the Interlocal Agreement;

IT IS FURTHER RESOLVED this Resolution shall be in full force and effect from and after the adoption of this resolution and that the Mayor, on behalf of the Board of Public Works and Safety and the Common Council is authorized to take all actions necessary to sell and transfer the fire truck in accordance with the terms of the Interlocal Agreement attached hereto as Exhibit "A".

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana, this ____ day of August, 2020.

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

Voting Affirmative:

Mayor Steve Barnett

Robert Swinehamer, Member

Melissa Jones, Member

Voting Opposed:

Mayor Steve Barnett

Robert Swinehamer, Member

Melissa Jones, Member

Attest:

Jayne Rhoades,
City Clerk-Treasurer

DULY ADOPTED on this _____ day of August, 2020 by the Common Council of the City of Franklin, Johnson County, Indiana.

City of Franklin, Indiana, By its Common Council:

Voting Affirmative:

Voting Opposed:

Kenneth Austin, President

Kenneth Austin, President

Melissa Jones

Melissa Jones

Daniel J. Blankenship

Daniel J. Blankenship

Robert D. Heuchan

Robert D. Heuchan

Anne McGuinness

Anne McGuinness

Chris Rynerson

Chris Rynerson

Shawn Taylor

Shawn Taylor

Attest:

Jayne Rhoades
City Clerk-Treasurer

Presented by me to the Mayor of the City of Franklin for his approval pursuant to Indiana Code § 36-4-6-15, 16, this _____ day of August, 2020 at _____ o'clock a.m./p.m.

Jayne Rhoades,
City Clerk-Treasurer

This Resolution having been passed by the legislative body and presented to me for approval and duly adopted, pursuant to Indiana Code § 36-4-6-16(a)(1) this _____ day of August, 2020 at _____ o'clock a.m./p.m.

Stephen Barnett
Mayor

Attest:

Jayne Rhoades,
City Clerk-Treasurer

Prepared by:
Lynnette Gray, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN
TOWN OF EDINBURGH AND CITY OF FRANKLIN
CONCERNING THE SALE OF PERSONAL PROPERTY**

THIS INTERLOCAL AGREEMENT is ("Agreement") is made and entered into on this ____ day of _____, 2020, by and between the Town of Edinburgh, Indiana, by and through the Edinburgh Town Council, a municipality organized and formed under the laws of the State of Indiana ("Town") and the City of Franklin, by and through its Board of Public Works and Safety ("City") (collectively Town and City referred to as "Parties" or individually as "Party").

WHEREAS, the Town desires to purchase from the City certain personal property for use in its fire services within the Town of Edinburgh;

WHEREAS, the City desires to sell to the Town certain personal property;

WHEREAS, the Town and City desire to enter into an Agreement defining their rights, duties and liabilities relating to the sale pursuant to IC 36-1-7 et seq;

NOW THEREFORE, in consideration of the premises, mutual covenants herein contained, and each act done pursuant hereto by each of the Parties, it is hereby agreed by and between the Parties as follows:

SECTION 1. PURPOSE

- 1.1 The purpose of this Agreement is for the Town to purchase certain personal property from City for the Town's use in provided fire services within the Town of Edinburgh.

SECTION 2. GENERAL PROVISIONS

2.1 Incorporation of Recitals and Exhibits

- (a) The Recitals referred herein are true and accurate in all respects and made a part hereof for all purposes as if fully set forth, and constitute additional promises, representations and warranties of the Parties and are incorporated within this Agreement as if fully rewritten herein.

2.2 Authorized Representatives

- (a) The Town designates, Ryan Piercefield, as the representative authorized to act on behalf of Town, with respect to this Agreement and serve as the Town's primary point of contact ("Town Representative");
- (b) The City designates, Chief Matt Culp, as the representative authorized to act on behalf of City, with respect to this Agreement

and serve as the City's primary point of contact ("City Representative");

(c) Parties Authorizations:

- (i) Both Parties are organized and existing pursuant to the laws of the State of Indiana and have the power and authority to enter into this Agreement and to carry out its obligations hereunder and the execution of this Agreement has been duly authorized by the undersigned representative of each Party.

SECTION 3. PURCHASED PERSONAL PROPERTY

3.1 Subject to the further terms and conditions hereof, the City hereby sells, assigns and transfers to the Town and the Town hereby purchases from the City, as of the Closing Date (as defined in Section 6) the following personal property of the City ("Purchased Property"):

- (a) 2006 Ford Expedition mobile command vehicle fully outfitted with emergency lights and sirens, VIN #1FMPU16546LA62838;
- (b) 2003 E-One HP96 Aerial VIN #4ENGABA8031006861;
- (c) 400 feet 1.75-inch hose;
- (d) (3) 1.75-inch nozzles;
- (e) 150 feet 2.5-inch hose;
- (f) (1) 2.5-inch nozzle;
- (g) (4) large diameter spanner wrenches;
- (h) (4) spanner wrenches;
- (i) (1) hydrant wrench;
- (j) (2) Streamlight hand lights;
- (k) (4) Dave Clark Headsets;
- (l) Air hose and mask to breath from platform;
- (m) (1) Intake manifold;
- (n) 800 feet 5-inch supply hose;
- (o) Stokes Basket and holders that fit on platform;
- (p) 10-foot attic ladder;

- (q) 18-foot roof ladder;
- (r) 14-foot roof ladder;
- (s) 24-foot extension ladder;
- (t) (2) life vests (PFD);
- (u) (1) set of Irons;
- (v) (1) 10-foot pike pole;
- (w) (1) 10 lb. sledgehammer;
- (x) (1) pick head axe;
- (y) (1) small Hurst power unit;
- (z) (1) Hurst combi tool;
- (aa) (1) Hurst cutter

- 3.2 The transfer of the Purchased Property by the City to the Town shall be affected by bills of sale, assignments, and other instruments of transfer and conveyance as hereinafter specified ("Transfer Documents").

SECTION 4. PURCHASE PRICE

- 4.1 The total purchase price for the Purchased Property is the sum of the following One Hundred and Twenty-Five Thousand Dollars and No Cents (\$125,000.00).

SECTION 5. PAYMENT OF THE PURCHASE PRICE

- 5.1 The Purchase Price shall be paid at the Closing Date by delivery of a wire transfer or otherwise in immediately available funds to the City.

SECTION 6. CLOSING DATE

- 6.1 The transaction contemplated by this Agreement shall be consummated on the 4th day of August, 2020 (the "Closing Date") at the offices of Huddleston & Huddleston, 98 West Jefferson Street, Franklin Indiana 46131 or at such other location as the Parties may determine.

SECTION 7. DELIVERY AND TRANSFER OF PURCHASED PROPERTY.

- 7.1 The transfer of the Purchased Property from the City to the Town shall take place as of the Closing Date and be evidenced by the Transfer Documents.

SECTION 8. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CITY

- 8.1 The City hereby represents, warrants and covenants to the Town and its successors and assigns that as of the Closing Date:
- (a) The City has taken all necessary action to authorize the execution, delivery and performance of this Agreement and all other agreements, instruments, certificates and documents contemplated hereby, including without limitation the Transfer Documents;
 - (b) The City as of Closing Date, will have good and marketable title to the Purchased Property, free and clear of any mortgage, pledges, liens, conditional sales agreements, encumbrances, security interest, charges or other exceptions or limitations on title, except such obligations which are to be assigned to or assumed by Purchaser or as otherwise set forth herein.

SECTION 9. DISCLAIMER

- 9.1 Except as is otherwise expressly provided in Section 8 the City hereby specifically disclaims any warranty (oral or written) concerning:
- (a) The nature and condition of the Purchased Property, the suitability thereof for any and all activities and uses that the Town elects to conduct therewith;
 - (b) The manner, construction, condition and state of repair or lack of repair of the Purchased Property;
 - (c) The compliance of, or their operation with any laws, rules, ordinances or regulations of any government or other body; and
 - (d) Any other matter whatsoever except as expressly set forth in this Agreement.
- 9.2 **EXCEPT AS IS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SALE OF PURCHASED PROPERTY AS PROVIDED FOR HEREIN IS MADE ON A STRICTLY "AS IS" "WHERE IS" BASIS AS OF THE CLOSING DATE, AND THE CITY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PURCHASED PROPERTY;**
- 9.3 **THE TOWN SPECIFICALLY ACKNOWLEDGES THAT IT IS NOT RELYING ON (AND THE CITY HEREBY DISCLAIMS AND RENOUNCES) ANY REPRESENTATIONS OR WARRANTIES MADE BY OR ON BEHALF OF THE CITY OF ANY KIND OR NATURE WHATSOEVER, EXCEPT FOR THOSE PARTICULAR**

REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 8 OF THIS AGREEMENT;

- 9.4 THE TOWN ACKNOWLEDGES AND AGREES THAT THE WAIVERS, RELEASES AND OTHER PROVISIONS CONTAINED IN THIS SECTION 9 WERE A MATERIAL FACTOR IN THE CITY'S ACCEPTANCE OF THE PURCHASE PRICE AND THAT THE CITY IS UNWILLING TO SELL THE PURCHASED PROPERTY TO THE TOWN UNLESS THE CITY IS RELEASED AS EXPRESSLY SET FORTH ABOVE;
- 9.5 THE TOWN, WITH THEIR COUNSEL, HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS AGREEMENT, AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF;
- 9.6 THE TERMS AND CONDITIONS OF THIS SECTION 9 WILL EXPRESSLY SURVIVE THE CLOSING, WILL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS.

SECTION 10. REPRESENTATIONS AND WARRANTIES OF THE TOWN

- 10.1 The Town hereby represents, warrants and covenants to the City and its successors and assigns that as of the Closing Date:
 - (a) The Town has taken all necessary action to authorize the execution, delivery and performance of this Agreement and all other agreements, instruments, certificates and documents contemplated hereby, including without limitation the Transfer Documents.

SECTION 11. TERMINATION OF AGREEMENT.

- 11.1 Notwithstanding anything contained herein to the contrary, this Agreement, and the obligations of the Parties hereto and their respective assigns and successors in interest, may be terminated upon the mutual agreement of the Parties.

SECTION 12. REMEDIES

- 12.1 Because the Purchased Property subject to the provisions contained herein cannot be readily purchased or sold on the open market, because the rights given the Town and the City hereunder are such that damages at law are not readily ascertainable and would not be adequate compensation to the Party or Parties injured, and because the Party or Parties injured will be irreparably harmed and damaged if this Agreement is not specifically enforced, each Party shall have the right to an injunction for the specific performance of the provisions of this Agreement in order to protect their rights and privileges;
- 12.2 These remedies shall, however, be cumulative and not exclusive, and shall be in addition to all the right of action and remedies which the Parties may have under this Agreement or at law or in equity.

SECTION 13. DISPUTE RESOLUTION

- 13.1 Any disputes that may arise under this Agreement shall be resolved by the Parties' respective executive officers or their designees;
- 13.2 In the event the Parties are unable to resolve their claims through the executive officers or their designees, the Parties shall endeavor to resolve their claims by mediation administered pursuant to the Indiana Rules for Alternative Dispute Resolution in effect on the date of the Agreement. The Parties shall equally share the mediator's fees and any filing fees. The mediation shall be held in Franklin, Indiana, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof;
- 13.3 In the event of any litigation between the Town and the City that arises out of or relates to this Agreement, the "prevailing party" in such litigation shall be entitled to recover its attorneys' fees incurred in the litigation. For purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially all of the relief requested in its pleadings and includes attorney's fees incurred in the collection or enforcement of any judgment. The Parties agree that the exclusive and sole venue for any claim arising out of or relating to the Agreement shall be any court of competent jurisdiction located in Johnson County, Indiana.

SECTION 14. RECORDING AND FILING

- 14.1 This Agreement shall be recorded in the Office of the Recorder of Johnson County, Indiana and filed with the Indiana State Board of Accounts within sixty (60) days of execution.

SECTION 15. EFFECTIVE DATE

- 15.1 This Agreement shall be effective upon the occurrence of the following:
- (a) Signing by the Parties hereto;
 - (b) The passage of appropriate resolutions and ordinances, recordation of this Agreement with the Johnson County Recorder; and
 - (c) Filing of this Agreement with the Indiana State Board of Accounts, Johnson County Auditor, and Auditor of the State.

SECTION 16. INDEMNIFICATION

- 16.1 Each Party agrees to indemnify and hold harmless the other Party hereto, and its directors, officers, agents, and employees of and from any claims, damages, or expenses, including reasonable attorney fees, arising or alleged to arise in connection with this Agreement, and related

documents, the performance or nonperformance of this Agreement, if such claim, damage, or expense is caused or alleged to be caused by the negligence, breach of contract or warranty, or any other breach of duty by such Party.

SECTION 17. NOTICE

- 17.1 All notices required to be given under this Agreement will be made in writing and will be sent by certified or registered mail addressed to the Parties, as follows:

Town:

Town of Edinburgh
President of Town Council and Town Manager
P.O. Box 65
Edinburgh, Indiana, 46124

With copy to:

Dustin Daniel Huddleston
Town Counsel
Huddleston & Huddleston
98 West Jefferson Street
Franklin, Indiana 46131

City:

City of Franklin
Steve Barnett, Mayor
70 East Monroe Street
Franklin, IN 46131

With copy to:

Lynnette Gray
City Attorney
Johnson, Gray and Johnson
63 East Court Street
Franklin, Indiana 46131

SECTION 18. PARTIES BOUND BY THIS AGREEMENT

- 18.1 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors in interest and assignees. If any of the Purchased Property or any interest therein passes or is transferred to any person other than pursuant to this Agreement, such transferee shall receive and hold such Purchased Property subject to the terms of this Agreement and subject to all obligations hereunder with respect to the transfer of such Purchased Property to such transferee and

to any subsequent transfer by such transferee, unless otherwise provided herein.

SECTION 19. ENTIRE AGREEMENT; AMENDMENT

- 19.1 The written terms and provisions of this Agreement shall supersede all prior verbal statements of any officer or other representative of the Town or Engineer and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement;
- 19.2 This Agreement contains and constitutes the entire agreement of the Parties regarding the subject matter hereof, and there are no other agreements, written or oral, between the Parties affecting the subject matter hereof;
- 19.3 No amendment of this Agreement shall be effective unless the same is made in writing and signed by the Parties hereto.

SECTION 20. SEVERABILITY

- 20.1 Any provision of this Agreement prohibited by law or invalid under any law shall be ineffective only to the extent of such prohibition, without in any manner invalidating or affecting the remaining provisions of this Agreement such provisions being deemed severable.

SECTION 21. ASSIGNMENT

- 21.1 Neither Party shall assign, pledge or hypothecate this Agreement or any of its rights hereunder.

SECTION 22. GOVERNING LAW; CONSTRUCTION

- 22.1 This Agreement shall be interpreted and enforced according to the laws of the State of Indiana;
- 22.2 All headings of sections of this Agreement are inserted for convenience only, and do not form part of this Agreement or limit, expand or otherwise alter the meaning of any provisions hereof;
- 22.3 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement;
- 22.4 The terms "hereof", "herein" and "hereunder", and words of similar import, shall be construed to refer to this Agreement as a whole, and not to any particular paragraph or provision, unless expressly so stated;
- 22.5 The word "person" shall mean any natural person, partnership, limited liability company, corporation and any other form of business or legal entity;

- 22.6 All words or terms used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require;
- 22.7 The provisions of this Agreement are intended to be for the sole benefit of the Parties hereto, and their respective successors and assigns, and none of the provisions of this Agreement are intended to be, nor shall they be construed to be, for the benefit of any third party;
- 22.8 This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument to be drafted;
- 22.9 Each and every provision of law and governmental regulation required by law to be inserted in the Agreement such as this shall be deemed to be inserted herein or therein and this Agreement shall read and shall be enforced as though so included therein, and if through mistake, inadvertence or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, this Agreement shall be deemed to be amended to make such insertion or correction.

SECTION 23. COUNTERPARTS

- 23.1 This Agreement and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which counterparts together shall constitute but one Agreement.

SECTION 24. ELECTRONIC APPROVAL

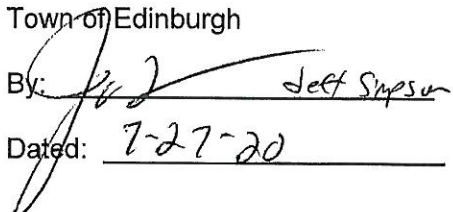
- 24.1 This Agreement together with any document contemplated to be executed in connection herewith may be transmitted between the Parties electronically or digitally. The Parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the Parties. The original documents shall be promptly executed and/or delivered.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year indicated below.

Town of Edinburgh

By:

Dated:

 Jeff Simpson
7-27-20

City of Franklin

By _____

Dated: _____

BILL OF SALE FOR PURCHASED PROPERTY

THIS BILL OF SALE, is made as of the ___ day of _____, 2020 by and between the Town of Edinburgh, Indiana, by and through the Edinburgh Town Council, a municipality organized and formed under the laws of the State of Indiana ("Town") and the City of Franklin, by and through its Board of Public Works and Safety ("City") (collectively Town and City referred to as "Parties" or individually as "Party").

RECITALS

Whereas, pursuant to that certain Interlocal Agreement for the Sale of Personal Property, dated ___ day of _____, 2020, by and among the Town of Edinburgh and the City of Franklin, (the "Agreement"), the City has agreed to convey to the Town certain Purchased Property described in Section 3.1 of the Agreement, and attached hereto as Exhibit A; and

WHEREAS, pursuant to Section 3.2 of the Agreement, the City is required to execute and deliver this Bill of Sale in order to effectuate the assignment, conveyance, transfer and delivery of the Purchased Property to the Town from the City;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto hereby agree as follows:

SECTION 1. DEFINED TERMS.

- 1.1 Capitalized terms which are used but not defined in this Bill of Sale shall have the meaning ascribed to such terms in the Agreement.

SECTION 2. ASSIGNMENT.

- 2.1 The City does hereby assign, convey, transfer and deliver to the Town, all of the City's right, title and interest in and to all of the Purchased Property.

SECTION 3. DISCLAIMER.

- 3.1 The City, as of the Closing Date, disclaims any warranty (oral or written) concerning:
- (a) The nature and condition of the Purchased Property, the suitability thereof for any and all activities and uses that the Town elects to conduct therewith;
 - (b) The manner, construction, condition and state of repair or lack of repair of the Purchased Property;
 - (c) The compliance of the or their operation with any laws, rules, ordinances or regulations of any government or other body; and

(d) Any other matter whatsoever except as expressly set forth in the Agreement.

- 3.2 **THE TOWN SPECIFICALLY ACKNOWLEDGES THAT IT IS NOT RELYING ON (AND THE CITY HEREBY DISCLAIMS AND RENOUNCES) ANY REPRESENTATIONS OR WARRANTIES MADE BY OR ON BEHALF OF THE CITY OF ANY KIND OR NATURE WHATSOEVER, EXCEPT FOR THOSE PARTICULAR REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN THE AGREEMENT;**
- 3.3 THE TOWN ACKNOWLEDGES AND AGREES THAT THE WAIVERS, RELEASES AND OTHER PROVISIONS CONTAINED IN THIS SECTION 3 WERE A MATERIAL FACTOR IN THE CITY'S ACCEPTANCE OF THE PURCHASE PRICE AND THAT THE CITY IS UNWILLING TO SELL THE PURCHASED PROPERTY TO THE TOWN UNLESS THE CITY IS RELEASED AS EXPRESSLY SET FORTH ABOVE;
- 3.4 THE TOWN, WITH THEIR COUNSEL, HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS AGREEMENT, AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF;
- 3.5 THE TERMS AND CONDITIONS OF THIS SECTION 3 WILL EXPRESSLY SURVIVE THE CLOSING AND WILL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS.

SECTION 4. BINDING EFFECT.

- 4.1 This Bill of Sale and all of the provisions hereof shall be binding upon the Town and its successors and permitted assigns and shall inure to the benefit of the Town and its successors and permitted assigns.

SECTION 5. GOVERNING LAW.

- 5.1 This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Indiana (without giving effect to conflict of law principles).

SECTION 6. CONSTRUCTION.

- 6.1 This Bill of Sale is delivered pursuant to and is subject to the Agreement. In the event of any conflict between the terms of the Agreement and terms of this Bill of Sale, the terms of the Agreement shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year indicated below.

Town of Edinburgh

City of Franklin

By: Jeff Simpson

By: _____

Dated: 7-27-20

Dated: _____

EXHIBIT "A"
PURCHASED PROPERTY

2006 Ford Expedition mobile command vehicle fully outfitted with emergency lights and sirens, VIN #1FMPU16546LA62838;

2003 E-One HP96 Aerial VIN #4ENGABA8031006861;

400 feet 1.75-inch hose;

(3) 1.75-inch nozzles;

150 feet 2.5-inch hose;

(1) 2.5-inch nozzle;

(4) large diameter spanner wrenches;

(4) spanner wrenches;

(1) hydrant wrench;

(2) Streamlight hand lights;

(4) Dave Clark Headsets;

Air hose and mask to breath from platform;

(1) Intake manifold;

800 feet 5-inch supply hose;

Stokes Basket and holders that fit on platform;

10-foot attic ladder;

18-foot roof ladder;

14-foot roof ladder;

24-foot extension ladder;

(2) life vests (PFD);

(1) set of Irons;

(1) 10-foot pike pole;

(1) 10 lb. sledgehammer;

(1) pick head axe;

(1) small Hurst power unit;

(1) Hurst combi tool;

(1) Hurst cutter

2006 Ford Expeditions

At Mr. Jones request we took the vehicle to Fletcher Chrysler and asked for a trade in value estimate. Mr. Thompson came out and reviewed the vehicle and responded to Mr. Jones that the value was \$3000.

James M. Culp

Anderson buys new aerial truck for fire department

The Anderson Fire Department has purchased a new 100-foot aerial platform truck that is expected to be in service in August. The Anderson Board of Public Safety approved a lease/purchase agreement to buy the truck at a total of cost \$1,041,000 on Monday. Fire Chief Dave Cravens said the new truck is replacing the current platform aerial truck that was purchased in 1999. The Safety Board approved a resolution to sell the 1999 platform truck to the city of Elwood for \$100,000. Cravens said the aerial platform truck is used for high-rise and industrial fires. The city will make two annual payments to the Indiana Bond Bank to pay for the new aerial platform truck. Cravens said the city received an interest rate of 1.23% for the loan.

ANDERSON HERALD BULLETIN

Child injured in Delaware County mobile home fire

A three-year-old girl was severely burned Monday night in a mobile home fire northwest of Muncie. Authorities said the child was transferred by medical helicopter from IU Health Ball Memorial Hospital to a hospital in Indianapolis. The fire — at the Countryview Farms Mobile Home Park in the 5900 block of West Delaware County Road 350-N

We are open! Read about Brindlee's COVID-19 business updates here.

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FIRE TRUCK FINDER®

**BRINDLEE
MOUNTAIN**
FIRE APPARATUS

SELL YOUR TRUCK

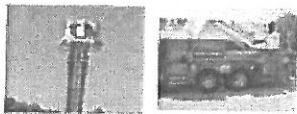
SERVICE & REPAIR

« Return to search results

2005 American LaFrance 100' Tower

REDUCED PRICE! Considering All Reasonable Offers

\$59,000



25 +



Download Images



Print Listing



Email Listing

Truck Type Used Aerials,
Ladder Trucks
and
Quints; Towers
and Platforms

Manufacturer American
LaFrance

Year Built 2005

Mileage 98,019

Location USA -
Northeast

Stock # 11017

Price \$59,000

Ask More Questions

We are open! Read about Brindlee's COVID-19 business updates here.

TRUCKS FOR SALE ▼

FIRE TRUCK FINDER®

BRINDLEE
MOUNTAIN
FIRE APPARATUS

SELL YOUR TRUCK

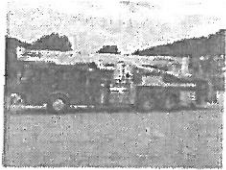
SERVICE & REPAIR

« Return to search results

2004 Saulsbury E-One 100' Sky Lift Platform

REDUCED PRICE!

\$150,000



12 +

Truck Type Used Aerials,
Ladder Trucks
and
Quints; Towers
and Platforms

Manufacturer E-One

Year Built 2004

Mileage 18,172

Location USA -
Northeast

Stock # 10881

Price \$150,000



Download Images



Print Listing



Email Listing

Ask More Questions

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FIRE TRUCK SEARCH

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TESTIMONIALS

MOBILE APP

USED PUMPERS

USED AERIALS

USED TANKERS

USED RESCUES

USED MINI PUMPERS

USED WILDLAND / BRUSH

USED AMBULANCES

SPECIALTY TRUCKS / EQUIPMENT

BARGAIN FIRE TRUCKS

**Sell your
Fire Truck
with one Click!**

Click the link above, and tell us
what you have and which FD you
are with!

Search by Apparatus ID #

Submit



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SELL YOUR FIRE TRUCK

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FIRE TRUCKS FOR SALE

APPARATUS WANTED

FAQ

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2003 E-One Cyclone II

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LP-12338

2003 E-One Cyclone II, Platform 95', Detroit turbo diesel, Allison automatic, air brakes, 2,000 gpm Hale, 300 gal tank, 5 SCBA seats, prepiped 1250 gpm waterway w/ electric monitor, 10', 14', 15', 20', 28', 35' ladders, generator, auto-eject, radios, scene lights, emergency lighting, sirens including Q2B. 73,110 miles. Reduced!
Asking \$99,000

PRICE -

Other Information relating to this Vehicle:
Current aerial certification

Thank you for coming to Firetec
to buy a used fire truck.
We are in full operation during
the Stay-At-Home order (in
Vermont as of 3.25.20)

Inventory is updated at least twice
every hour so keep coming back.
If you are not finding what you
need, please text us: 802-431-
6033.
Inventory changes constantly. We
are here to help!

(The map is intended to provide a
general location of each used fire
truck. Call to get a precise
location)
TEXT: 802-431-6033
email: firetec@firetec.com
FREE Mobile Fire Truck APP
Get the first alert on available
apparatus.
http://app.firetec.com

This map shows the region in
which this apparatus is located.



Want to search more fire trucks by
regional location?

Click on the map to be taken to a
list of units in your region of
choice.

Shipping Information:
Vehicle Height: 10'11"
Vehicle Length: 48'6"
Gross Vehicle Weight: 81,500

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Today's Featured Listings****USED APPARATUS SALES**

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FIRE TRUCKS FOR SALE

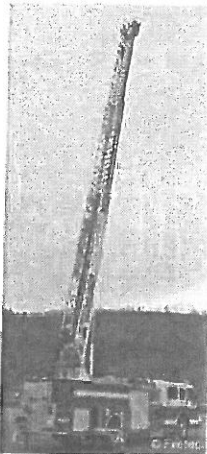
APPARATUS WANTED

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2003 ALF

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LP-12783

2003 ALF, 75', Cummins diesel, Allison automatic, 1,500 gpm Alf/ Hale, 475 gal tank, Prepped waterway, Class A foam, Onspot chains, 10kw generator, 7 Ladders, aluminum diamond plate hosebed cover, adapters, pike poles, intake relief valve, FireCom headsets, scene lights, LED emergency lighting, Federal Q and electronic sirens. 42,720 miles. Reduced! Asking \$75,000

Other information relating to this Vehicle:

CURRENT AERIAL CERTIFICATION! Sorry, Bell not included.

PreCon(4: 1 Front Bumper, 2 Crosslay, 1 Rear) 1-Aerial, 1- LDH RS, 1 2.5" RS, 2- 2.5" LS.

Intakes: 1-6" LS, 1-2.5" LS, 1- 6" RS, 1-4" Aerial Intake

We have 14 MORE photos readily available.

Next >

Thank you for coming to Firetec to buy a used fire truck. We are in full operation during the Stay-At-Home order (in Vermont as of 3.25.20)

Inventory is updated at least twice every hour so keep coming back. If you are not finding what you need, please text us: 802-431-6033. Inventory changes constantly. We are here to help!

(The map is intended to provide a general location of each used fire truck. Call to get a precise location)

TEXT: 802-431-6033

email: firetec@firetec.com

FREE Mobile Fire Truck APP.

Get the first alert on available apparatus.

http://app.firetec.com



This map shows the region in which this apparatus is located.



Want to search more fire trucks by regional location?

Click on the map to be taken to a list of units in your region of choice.

Shipping Information:

Vehicle Height: 11'5"

Vehicle Length: 37'

Gross Vehicle Weight: 52,500

Gotta Have it?

Phone: 800-347-3832

E-mail: info@firetec.com

Text/SMS: 802-431-6033

Firetec Used Apparatus Sales

We are open! Read about Brindlee's COVID-19 business updates here.

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MOUNTAIN**
FIRE APPARATUS

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2004 E-One Cyclone II 100' Bronto

RECENTLY REDUCED PRICE

\$100,000



48 +


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Truck Type Used Aerials,
Ladder Trucks
and
Quints; Towers
and Platforms

Manufacturer E-One

Year Built 2004

Mileage 58,274

Location USA - South

Stock # 11845

Price \$100,000

Ask More Questions About This Truck

Thank you for your interest in the 2004 E-One Cyclone II 100' Bronto! Fill out the

We are open! Read about Brindlee's COVID-19 business updates here.

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2007 Rosenbauer Spartan 60' Quint

\$125,000



4 +



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Print Listing



Email Listing

Truck Type Used
Aerials,
Ladder
Trucks and
Quints

Manufacturer Rosenbauer

Year Built 2007

Mileage 138,520

Location USA - South

Stock # 13592

Price \$125,000

Ask More Questions About This Truck

*Thank you for your interest in the 2007
Rosenbauer Spartan 60' Quint! Fill out the
form below and we'll immediately start
the process to get you more information.*