

**BOARD OF PUBLIC WORKS AND SAFETY  
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 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>	November 1, 2023	<b>Meeting Date:</b>	November 6, 2023
<b>Contact Information:</b>			
<b>Requested by:</b>	Krista Linke		
<b>On Behalf of Organization or Individual:</b> Redevelopment Commission			
<b>Telephone:</b>	317-736-3631		
<b>Email address:</b>	<a href="mailto:klinke@franklin.in.gov">klinke@franklin.in.gov</a>		
<b>Mailing Address:</b>	70 E. Monroe Street, Franklin, IN 46131		
<b>Describe Request:</b>			
Approval of Interlocal Agreement with Whiteland for construction of a roundabout at Paul Hand and Graham Road.			
<b>List Supporting Documentation Provided:</b>			
Interlocal Agreement with Whiteland – Approved by Whiteland RDC			
Approved Interlocal Agreement with Johnson County			
<b>Who will present the request?</b>			
<b>Name:</b>	Krista Linke	<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.*

**INTERLOCAL AGREEMENT**  
**by and between**  
**CITY OF FRANKLIN, INDIANA,**  
**and**  
**REDEVELOPMENT COMMISSION OF THE TOWN**  
**OF WHITELAND, INDIANA**

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## **INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT, ("Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF FRANKLIN, an Indiana municipal corporation , acting by and through its Board of Public Works and Safety ("City") and the Whiteland Redevelopment Commission ("Commission"), formed by the Town of Whiteland ("Town") under the laws of the State of Indiana (collectively, the City and Commission are referred to as "Parties", and individually as "Party").

### **RECITALS**

WHEREAS, the City and Commission have power, privilege, and authority to expend funds for public improvements projects;

WHEREAS, Indiana Code 36-1-7 et seq, ("Act") permits a political subdivision to exercise jointly with any other political subdivision any power, privilege, or authority which such political subdivisions share in common and which each might exercise separately by and through interlocal agreements;

WHEREAS, the City desires to design and construct certain road improvements located at the intersection of Graham and Paul Hand Roads, in Franklin, Indiana 46131 ("Graham/Paul Hand Roundabout" and the "Project");

WHEREAS, the development of the Graham/Paul Hand Roundabout will: (i) assist in the retention and expansion of a significant business enterprise in the City and the Whiteland Economic Development Area; (ii) bring additional capital investment to the City and the Whiteland Economic Development Area; (iii) be of public utility and benefit as measured by the retention and creation of full time jobs; and (iv) increase the level and diversity of the City and the Whiteland Economic Development Area's tax base; all of which help to strengthen the economic well-being and encourage additional growth in the City and the Commission;

Whereas, the City has advised the Commission that, without the assistance of the Commission, the economic development funding described in this Agreement, the Graham/Paul Hand Roundabout cannot be completed;

WHEREAS, the Graham/Paul Hand Roundabout will benefit the public and enable the City and Commission to provide for a safer, more efficient traffic flow and improve the City and the Whiteland Economic Development Area;

WHEREAS, the Commission is authorized to enter into this Agreement with the City and desires to provide funding that will induce the City to expedite the Graham/Paul Hand Roundabout and continue future development in the area, thus strengthening the economic well-being of the Town;

WHEREAS, the Commission may exercise the power to fund public improvements outside the boundaries of the Whiteland Economic Development Area, pursuant to an interlocal agreement under the Act and Indiana Code 36-7-14-1 et. seq. and Indiana Code 36-7-25-1 et. seq. (collectively, the "Redevelopment Statute");

WHEREAS, the funding to be provided by the Commission for the Graham/Paul Hand Roundabout as described in this Agreement is for local public improvements that directly serve or benefit the Whiteland Advancement Allocation Area of the Whiteland Economic Development Area; and

WHEREAS, entering into the Agreement and providing funding to induce the City to expedite the Graham/Paul Hand Roundabout and continue future development operations in the area, fosters and encourages economic development and promotes the use of the property in the area of the Graham/Paul Hand Roundabout in a manner that best serves the interest of the citizens of the City and Town.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. GENERAL PROVISIONS**

- 1.1 Purpose. It is the purpose of this Agreement to describe the obligation of the Commission to provide certain funds to the City for the design and construction of the Graham/Paul Hand Roundabout. This Agreement is not intended and shall not be construed to in any way deprive a Party of jurisdictional powers vested in said Party;
- 1.2 Incorporation of Recitals. 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;
- 1.3 Mutual Assistance. The Parties agree, to the extent required by law, to obtain the approval of the Whiteland Town Council and Franklin City Council, and to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be reasonably necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent;
- 1.4 Definitions. Wherever used in the Agreement, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the documents include references to identified sections, and the titles of other documents or forms:
  - (a) "Approved Plans" shall mean the Graham/Paul Hand Roundabout's Design and Construction Plans, that have been or will be provided by the City;
  - (b) "Force Majeure" means, with respect to a Party: (a) an act or omission of the other Party; or (b) any other cause that is not within the reasonable control of such Party (including, without limitation: (i) unusually inclement weather; (ii) the unusual unavailability of materials, equipment, services

or labor; (iii) epidemics, pandemics, and other public health circumstances resulting in a governmental declaration of a public health emergency; and (iv) utility or energy shortages or acts or omissions of public utility providers);

(c) "Laws" means any and all applicable Federal, State, and Local, laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction;

(d) "Real Estate" means the real estate to be acquired for the construction of the Graham/Paul Hand Roundabout.

#### 1.5 Authorized Representatives

(a) Commission designates the Town Director of Administration as the representative authorized to act on behalf of the Commission and to implement, manage and be responsible for the Commission's Obligations described in this Agreement and the communications with the City ("Town Representative"). At any time, the Commission may designate a replacement of the Town Representative by providing notice of such replacement to the City;

(b) City designates its City Engineer, as the representative authorized to act on behalf of the City with respect to the obligations of the City as set forth in this Agreement ("City Representative"). At any time, the City may designate a replacement City Representative by providing notice of such replacement to the Commission.

1.6 Authority. 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 each Party respectively represents that the execution of this Agreement by the undersigned representative of such Party has been duly authorized;

1.7 Relationship of the Parties. It is specifically understood and agreed to by and between the Parties that:

(a) The Graham/Paul Hand Roundabout is a public road improvement;

(b) The City and Commission hereby renounce the existence of any form of agency relationship, joint venture or partnership between the City and Commission and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the City and Commission.

1.8 Conflict of Interest; Parties Representatives Not Individually Liable. No member, official, or employee of the Parties shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee

participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly, interested. No member, official, or employee, or agent of the Parties shall be personally liable to the other, or any successor in interest, in the event of any default or breach by the Parties or for any amount which may become due to City or successor or assign or on any obligations under the terms of the Agreement.

## **2. COMMISSION OBLIGATIONS**

2.1 In consideration of and as a material inducement for the design and construction of the Graham/Paul Hand Roundabout described in this Agreement and the taking of certain other actions by the City as described in Section 3, the Commission shall fully satisfy each of the following commitments ("Commission Obligations"):

- (a) Commitment Amount. The Commission shall reimburse the City for the preliminary engineering, design, right-of-way acquisition, utility relocation, construction and inspection costs for the Graham/Paul Hand Roundabout, in an amount equal to the lesser of: (i) one-third ( $\frac{1}{3}$ ) of the total cost of design and construction of the Graham/Paul Hand Roundabout or (ii) Seven Hundred and Fifty Thousand Dollars and No Cents (750,000.00) ("Commitment Amount"). The Commission will not participate, nor have any responsibility as to the design, construction or inspection of the Graham/Paul Hand Roundabout and have no obligation to participate in change orders initiated by the City;
- (b) Reimbursement Terms. The payment of the Commitment Amount from the Commission to the City shall occur in the manner and as described in Section 4 below;
- (c) Response. Respond to any notification or submittal by the City directly concerning the design and construction of the Project within fourteen (14) days of said notification or submittal. Failure to respond shall be deemed approval.

## **3. CITY OBLIGATIONS**

3.1 City Obligations. In consideration of and as a material inducement for the Commission to pay the Commitment Amount to the City, the City shall, subject to compliance with applicable proceedings required by the Laws, and the securing of the balance of funding for the design and construction of the Graham/Paul Hand Roundabout, use its best efforts to complete the following ("City Obligations"):

- (a) The City shall be entirely responsible for all aspects of and will complete all work necessary to prepare for letting and construction of the Graham/Paul Hand Roundabout, including all preliminary engineering,

design, right-of-way acquisition, utility relocation, environmental work, permitting, construction, and inspection;

- (b) The City shall submit Approved Plans to the Commission for review and comment prior to letting, provided however, the Commission understands and agrees that the City shall make all final decisions concerning project design, construction, project schedule, inspections and specifications;
- (c) The City shall prepare, file, prosecute, and be financially responsible for the costs for eminent domain cases related to Real Estate interests, including, but not be limited to, preparing, filing, and prosecuting any eminent domain cases, all court costs associated with said cases, all other litigation related costs, all expert witness fees, and the costs of any purchase, judgment, or settlement;
- (d) The City shall let and award the Graham/Paul Hand Roundabout for construction through its usual processes as soon as possible but will in no event let the Graham/Paul Hand Roundabout Project before the 1<sup>st</sup> day of December 2023.
- (e) The City will manage, administer, inspect and supervise the Graham/Paul Hand Roundabout on a day-to-day basis in accordance with applicable Laws and City policies, procedures and specifications, and the City agrees to pursue the construction of the Graham/Paul Hand Roundabout in accordance with the Approved Plans;
- (f) The City, in its sole discretion, may choose to let the Graham/Paul Hand Roundabout for one single contract for all construction, or may let multiple construction contracts. Further, the City may choose to let the Graham/Paul Hand Roundabout as a design-build or a design-bid-build contract;
- (g) Nothing herein shall be construed to impose a duty upon the City to construct other improvements not specified in this Agreement nor restrict the City's ability to manage available funding sources in providing funds for the Graham/Paul Hand Roundabout;
- (h) The City agrees to: (i) notify the Commission of the bidding for the Graham/Paul Hand Roundabout within ten (10) business days after soliciting bids; (ii) notify Commission that the City has selected its general contractor for the Graham/Paul Hand Roundabout within ten (10) business days after such selection is made; (iii) promptly thereafter provide the Commission with a good faith estimate of the date the Graham/Paul Hand Roundabout is anticipated to be completed; and (iv) use commercially reasonable efforts to cause the Graham/Paul Hand Roundabout to be bid and completed by the scheduled completion date.



- (i) Within 180 days after the completion of all aspects of the construction of the Project, the City shall provide the Commission a written summarized accounting of the costs of the Project, along with a Settlement Payment (hereinafter defined) if the total cost of the Project is less than Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00). Notwithstanding anything to the contrary set forth herein, the City's obligations under this paragraph shall survive the termination of this Agreement.

#### **4. TERMS FOR PAYMENT OF THE COMMITMENT AMOUNT**

- 4.1 The Commission shall pay Seven Hundred and Fifty Thousand Dollars and No Cents (\$750,000.00) by electronic wire transfer to the City as follows:
  - (a) Two Hundred and Fifty Thousand Dollars and No Cents (\$250,000.00), by the 21<sup>st</sup> day of November, 2023;
  - (b) Two Hundred and Fifty Thousand Dollars and No Cents (\$250,000.00), by the 21st day of March, 2024;
  - (c) Two Hundred and Fifty Thousand Dollars and No Cents (\$250,000.00), by the 21st day of November 2024.
- 4.2 If upon the completion of the construction of the Graham/Paul Hand Roundabout, the total of the Commission's above referenced payments is greater than one-third ( $\frac{1}{3}$ ) of the total cost of design and construction of the Graham/Paul Hand Roundabout, the City shall pay the Commission the difference between the Commission's above referenced payments and the amount equal to one-third ( $\frac{1}{3}$ ) of the total cost of the Project (the "Settlement Payment"). For example, if the total cost of the Project is the amount of Two Million Dollars and No Cents (\$2,000,000.00) and the Commission's payments totaled Seven Hundred and Fifty Thousand Dollars and No Cents (\$750,000.00), then the City would be required to pay the Commission the sum of Eighty-Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$83,333.33) ( $\$2,000,000.00/3=\$666,666.66$ ;  $\$750,000.00 - \$666,666.66=\$83,333.33$ ).
- 4.3 If for any reason the City cancels the Graham/Paul Hand Roundabout, terminates or cancels this Agreement without completing construction of the Graham/Paul Hand Roundabout, or defaults on any material provision of this Agreement or otherwise does not complete the construction of the Graham/Paul Hand Roundabout within three years of the Effective Date (hereinafter defined) of this Agreement without a material default by the Commission, the City agrees to reimburse to the Commission, within one hundred and eighty (180) days after written request from the Commission, any and all funds paid by the Commission to the City under this Agreement.
- 4.4 Notwithstanding anything to the contrary set forth herein, the Parties' obligations under this Section shall survive the termination of this Agreement.

**5. TERM OF THE AGREEMENT AND TERMINATION**

5.1 Effective Date. This Agreement shall take effect and be in full force and effect on the date of the last of the following that has occurred (the "Effective Date"):

- (a) Execution by the Parties hereto;
- (b) Approval by the City and Commission's fiscal bodies;
- (c) The passage of an appropriate authorizing resolution of the Commission and an appropriate authorizing resolution or ordinance of the City, and recordation of this Agreement with the Johnson County Recorder; and
- (d) Filing of this Agreement with the Indiana State Board of Accounts.

5.2 Term. The term ("Term") of this Agreement, and its effectiveness, shall commence as of the Effective Date and shall continue in full force and effect until the City completes construction of the Graham/Paul Hand Roundabout and all of the City Obligations, and the Commission completes all of the Commission Obligations, whichever last occurs.

5.3 Termination. This Agreement may be terminated as follows:

- (a) This Agreement shall terminate four (4) years after its Effective Date if the Agreement has not otherwise terminated or been extended;
- (b) This Agreement may otherwise be terminated or extended only by a written agreement signed by all Parties. If the Project is not completed within the above time period but is continuing to progress in a commercially reasonable manner, the Parties agree to use their best efforts to negotiate a reasonable extension of the Agreement.

**6. DELEGATION OF DUTY**

6.1 Pursuant to Indiana Code 36-1-7-4(a)(3), the Parties hereby delegate the duty to receive, disburse, and account for all monies associated with this Agreement to the Clerk-Treasurer of the City of Franklin, Indiana.

**7. DISPUTE RESOLUTION**

7.1 Any disputes that may arise under this Agreement shall be resolved by the Parties' respective executive officers or their designees;

7.2 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 charges and fees. The mediation shall be held in Johnson County,

Indiana, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof;

- 7.3 In the event of any litigation (which for clarity shall not include mediation) between the City and the Commission 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.
- 7.4 Notwithstanding anything to the contrary set forth herein, the Parties' obligations under this Section shall survive the termination of this Agreement.

## **8. INDEMNIFICATION BY CITY**

- 8.1 The City shall indemnify and hold harmless the Commission and the Town from and against any and all claims arising from or connected with: (i) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Graham/Paul Hand Roundabout of any party acting by, under, through, or on behalf of the City; (iii) the negligence or willful misconduct of the City or any party acting by, under, through, or on behalf of the City; or (iv) Graham/Paul Hand Roundabout Project inspections conducted by the City;
- 8.2 The City shall indemnify and hold harmless the Commission and the Town from and against any and all claims arising from or connected with: (i) breaches by the City under agreements to which the City is a party other than this Agreement, to the extent that such agreements relate to the performance of any work on the Graham/Paul Hand Roundabout by the City or any party acting by, under, through, or on behalf of the City; (ii) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Graham/Paul Hand Roundabout by the City or any party acting by, under, through, or on behalf of the City; or (iii) the negligence or willful misconduct of the City or any party acting by, under, though, or on behalf of the City;
- 8.3 Notwithstanding anything to the contrary set forth herein, the Parties' obligations under this Section shall survive the termination of this Agreement.

## **9. NOTICE**

- 9.1 All notices, requests, demands and other communications that are required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and delivery shall be deemed sufficient in all respects and to have been duly given as follows: (a) on the actual date of service if delivered personally as evidenced by a duly acknowledged written receipt; (b) on the date the recipient delivers a non-automated email message acknowledging receipt of the notice by email, facsimile, or otherwise; (c) on the date the same is received by the

recipient as evidenced by a returned postal receipt; or (d) on the day the notice is timely deposited with a nationally recognized overnight delivery carrier for delivery on the next business day, or timely deposited with the Express Mail service maintained by the United States Postal Service during its business hours, in each case, for overnight delivery on the next business day with written delivery confirmation, and properly addressed as set forth in this Section 9 as follows:

City:

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

With copy to (not constitute notice):

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

Commission:

Whiteland Redevelopment Commission  
c/o Town Director of Administration  
549 Main Street  
Whiteland, Indiana 46184-1552

With copy to (not constitute notice):

Stephen K. Watson  
Town Attorney  
Williams Barrett & Wilkowski, LLP  
600 North Emerson Ave  
Greenwood, Indiana 46142

## **10. COVENANT OF FURTHER ASSURANCES**

- 10.1 The Parties agree that from and after the Effective Date, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other action as may be reasonably required to carry out the purpose and intent of this Agreement.

## **11. ENTIRE AGREEMENT; AMENDMENT**

- 11.1 The written terms and provisions of this Agreement shall supersede all prior verbal statements of any officer or other representative of the Parties 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;

- 11.2 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;
- 11.3 No amendment of this Agreement shall be effective unless the same is made in writing and signed by the Parties hereto.

**12. SEVERABILITY**

- 12.1 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.

**13. ASSIGNMENT**

- 13.1 No Party hereto shall assign this Agreement without the prior written approval of the other Parties; provided that: (a) without the prior written approval of the Commission or the City, the Commission and the City may each respectively assign this Agreement to another agency or instrumentality of either that legally is able to perform the respective obligations hereunder;
- 13.2 Notwithstanding any assignment permitted under this Section 13, the applicable Party as the case may be, shall remain liable to perform all of the terms and conditions to be performed by it under this Agreement, and the approval by the other Party of any assignment shall not release the other Party, from such performance.

**14. GOVERNING LAW; CONSTRUCTION**

- 14.1 This Agreement shall be interpreted and enforced according to the laws of the State of Indiana;
- 14.2 The Parties hereby agree that all actions or proceedings initiated by either Party arising directly or indirectly out of this Agreement shall be litigated in the circuit or superior court of Johnson County, Franklin, Indiana, or the United States District Court for the Southern District of Indiana. Each Party hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by either Party in any of such courts, and hereby waives personal service of the summons and complaint, or other process or papers issued therein, and agrees that service of such summons and complaint or other process or papers may be made by registered or certified mail addressed to the Party at the address to which notices are to be sent pursuant to the Agreement. Each Party waives any claim that Johnson County, Franklin, Indiana, or the Southern District of Indiana is an inconvenient forum or an improper forum based on lack of venue;

- 14.3 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;
- 14.4 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;
- 14.5 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;
- 14.6 The word "person" shall mean any natural person, partnership, limited liability company, corporation and any other form of business or legal entity;
- 14.7 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;
- 14.8 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;
- 14.9 This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument to be drafted;
- 14.10 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.

**15. FORCE MAJEURE**

- 15.1 Notwithstanding anything to the contrary set forth herein, if any Party is delayed in, or prevented from, observing or performing any of its obligations under, or satisfying any term or condition of, this Agreement as a result of Force Majeure; then: (a) the Party asserting Force Majeure shall deliver written notice to the other Party; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period.

**16. COUNTERPARTS**

- 16.1 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.

**17. ELECTRONIC APPROVAL**

- 17.1 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 upon request.

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

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

**City:**

CITY OF FRANKLIN, BOARD OF WORKS AND  
SAFETY, FRANKLIN INDIANA

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

Dated: \_\_\_\_\_

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

Dated: \_\_\_\_\_

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

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Jayne W. Rhoades, Clerk-Treasurer

Dated: \_\_\_\_\_

**Commission:**

WHITELAND REDEVELOPMENT  
COMMISSION

By: David Hawkins  
David Hawkins, President

Dated: October 26, 2023

Attest:

Katy Cavalieri  
Katy Cavalieri, Secretary

Dated: October 26, 2023



**FILED**

SUBJECT TO FINAL ACCEPTANCE

OCT 06 2023

*Elizabeth A. Quay*  
AUDITOR, JOHNSON COUNTY

2023-016085

RECORDED ON

10/06/2023 11:00:39 AM

TERESA K. PETRO

JOHNSON COUNTY RECORDER

REC FEE: 25.00

PAGES: 15

RECORDED AS PRESENTED

## INTERLOCAL AGREEMENT

by and between

CITY OF FRANKLIN, INDIANA,

and

JOHNSON COUNTY, INDIANA



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## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, ("Agreement") made this 14<sup>th</sup> day of August, 2023, by and between the CITY OF FRANKLIN, an Indiana municipal corporation , acting by and through its Board of Public Works and Safety ("City") and Johnson County, Indiana by and through its Board of Commissioners, an Indiana political subdivision ("County") (collectively City and County referred to as "Parties", individually "Party").

### RECITALS

WHEREAS, the City and County have power, privilege, and authority to expend funds for public improvements projects;

WHEREAS, Indiana Code 36-1-7 et seq. ("Act") permits a political subdivision to exercise jointly with any other political subdivision any power, privilege, or authority which such political subdivisions share in common and which each might exercise separately by and through interlocal agreements;

WHEREAS, the City desires to design and construct certain road improvements located at the intersection of Graham and Paul Hand Roads, in Franklin, Indiana 46131("Graham/Hand Roundabout");

WHEREAS, the development of the Graham/Hand Roundabout will: (i) assist in the retention and expansion of a significant business enterprise in Johnson County; (ii) bring additional capital investment to the City and the County; (iii) be of public utility and benefit as measured by the retention and creation of full time jobs; and (iv) increase the level and diversity of the City and the County's tax base; all of which help to strengthen the economic well-being and encourage additional growth in the City and the County;

Whereas, the City has advised the County that, without the assistance of the County, the economic development funding described in this Agreement, the Graham/Hand Roundabout cannot be completed;

WHEREAS, the Graham/Hand Roundabout will benefit the public and enable the City and County to provide for a safer, more efficient traffic flow and improve the City and the County;

WHEREAS, the County is authorized to enter into this Agreement with the City and desires to provide funding that will induce the City to expedite the Graham/Hand Roundabout and continue future development in the area, thus strengthening the economic well-being of the Johnson County;

WHEREAS, the County may exercise the power to fund public improvements outside its corporate boundaries, pursuant to an interlocal agreement under the Act;

WHEREAS, the funding to be provided by the County for the Graham/Hand Roundabout as described in this Agreement is for local public improvements within Johnson County;

WHEREAS, entering into the Agreement and providing funding to induce the City to expedite the Graham/Hand Roundabout and continue future development operations in the Area, fosters and encourages economic development and promotes the use of the Graham/Hand Roundabout Property in a manner that best serves the interest of the citizens of the City and County;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. GENERAL PROVISIONS**

- 1.1 Purpose. It is the purpose of this Agreement to describe the obligation of the County to provide certain funds to the City for the design and construction of the Graham/Hand Roundabout. This Agreement is not intended and shall not be construed to in any way deprive a Party of jurisdictional powers vested in said Party;
- 1.2 Incorporation of Recitals. 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;
- 1.3 Mutual Assistance. The Parties agree, subject to further proceedings required by law, to obtain the approval of the Johnson County Council and Franklin City Council, and to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be reasonably necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent;
- 1.4 Definitions. Wherever used in the Agreement, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the documents include references to identified sections, and the titles of other documents or forms:
  - (a) "Approved Plans" shall mean the Graham/Hand Roundabout's Design and Construction Plans, that have been or will be provided by the City;
  - (b) "Force Majeure" means, with respect to a Party: (a) an act or omission of the other Party; or (b) any other cause that is not within the reasonable control of such Party (including, without limitation: (i) unusually inclement weather; (ii) the unusual unavailability of materials, equipment, services or labor; (iii) epidemics, pandemics, and other public health circumstances resulting in a governmental declaration of a public health emergency; and (iv) utility or energy shortages or acts or omissions of public utility providers);

- (c) "Laws" means any and all applicable Federal, State, and Local, laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction;
- (d) "Real Estate" means the real estate to be acquired for the construction of the Graham/Hand Roundabout.

1.5 Authorized Representatives

- (a) County designates its County Engineer as the representative authorized to act on behalf of the County and to implement, manage and be responsible for the County's Obligations described in this Agreement and the communications with the City ("County Representative"). At any time, the County may designate a replacement of the County Representative by providing notice of such replacement to the City;
- (b) City designate its City Engineer, as the representative authorized to act on behalf of the City with respect to the obligations of the City as set forth in this Agreement ("City Representative"). At any time, the City may designate a replacement City Representative by providing notice of such replacement to the County.

1.6 Authority. 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;

1.7 Relationship of the Parties. It is specifically understood and agreed to by and between the Parties that:

- (a) The Graham/Hand Roundabout is a public road improvement;
- (b) The City and County hereby renounce the existence of any form of agency relationship, joint venture or partnership between the City and County and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the City and County.

1.8 Conflict of Interest; Parties Representatives Not Individually Liable. No member, official, or employee of the Parties shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly, interested. No member, official, or employee, or agent of the Parties shall be personally liable to the other, or any successor in interest, in the event of any default or breach by the Parties or for any amount which may become due to City or successor or assign or on any obligations under the terms of the Agreement.

## 2. COUNTY OBLIGATIONS

- 2.1 In consideration of and as a material inducement for the design and construction of the Graham/Hand Roundabout described in this Agreement and the taking of certain other actions by the City as described in Section 3; the County shall fully satisfy each of the following commitments ("County Obligations") :
- (a) Commitment Amount. The County shall reimburse the City for the preliminary engineering, design, right-of-way acquisition, utility relocation, construction and inspection costs for the Graham/Hand Roundabout, in an amount equal to the lesser of: (i) one-third ( $\frac{1}{3}$ ) of the total cost of design and construction of the Graham/Hand Roundabout or (ii) Six Hundred and Seventy-Five Thousand Dollars and No Cents (\$675,000.00) ("Commitment Amount"). The County will not participate, nor have any responsibility as to the design, construction or inspection of the Graham/Hand Roundabout and have no obligation to participate in change orders initiated by the City;
  - (b) Reimbursement Terms. The payment of the Commitment Amount from the County to the City shall occur in the manner and as described in Section 4 below;
  - (c) Response. Respond to any notification or submittal by the City within fourteen (14) days of said notification or submittal. Failure to respond shall be deemed approval.

## 3. CITY OBLIGATIONS

- 3.1 City Obligations. In consideration of and as a material inducement for the County to pay the Commitment Amount to the City, the City shall, subject to further proceedings required by the Laws, and the securing of the balance of funding for the design and construction of the Graham/Hand Roundabout, the City will use its best efforts to complete the following ("City Obligations"):
- (a) The City shall be entirely responsible for all aspects of and will complete all work necessary to prepare for letting and construction of the Graham/Hand Roundabout, including all preliminary engineering, design, right-of-way acquisition, utility relocation, environmental work, permitting, construction, and inspection;
  - (b) The City shall submit Approved Plans to the County for review and comment prior to letting, provided however, the County understands and agrees that the City shall make all final decisions concerning project design, construction, project schedule, inspections and specifications;
  - (c) The City shall prepare, file, prosecute, and be financially responsible for the costs for eminent domain cases related to Real Estate interests, including, but not be limited to, preparing, filing, and prosecuting any eminent domain cases, all court costs associated with said cases, all

other litigation related costs, all expert witness fees, and the costs of any purchase, judgment, or settlement;

- (d) The City shall let and award the Graham/Hand Roundabout for construction through its usual processes as soon as possible but will in no event let the Graham/Hand Roundabout Project before the 1<sup>st</sup> day of December 2023.
- (e) The City will manage, administer, inspect and supervise the Graham/Hand Roundabout on a day-to-day basis in accordance with applicable Laws and City policies, procedures and specifications, and the City agrees to pursue the construction of the Graham/Hand Roundabout in accordance with the Approved Plans;
- (f) The City, in its sole discretion, may choose to let the Graham/Hand Roundabout for one single contract for all construction, or may let multiple construction contracts. Further, the City may choose to let the Graham/Hand Roundabout as a design-build or a design-bid-build contract;
- (g) Nothing herein shall be construed to impose a duty upon the City to construct other improvements not specified in this Agreement nor restrict the City's ability to manage available funding sources in providing funds for the Graham/Hand Roundabout;
- (h) The City agrees to: (i) notify the County that of the bidding for the Graham/Hand Roundabout within ten (10) business days after soliciting bids; (ii) notify County that the City has selected its general contractor for the Graham/Hand Roundabout within ten (10) business days after such selection is made; (iii) promptly thereafter to provide the County with a good faith estimate of the date the Graham/Hand Roundabout is anticipated to be completed; and (iv) to use commercially reasonable efforts to cause the Graham/Hand Roundabout to be bid and completed with a scheduled completion date.

#### **4. TERMS FOR PAYMENT OF THE COMMITMENT AMOUNT**

- 4.1 The County shall pay Six Hundred and Seventy-Five Thousand Dollars and No Cents (\$675,000.00) to the City by the 1<sup>st</sup> day of November 2023 by electronic wire transfer;
- 4.2 If upon the completion of the construction of the Graham/Hand Roundabout, the above payment amount is greater than one-third (1/3) of the total cost of design and construction of the Graham/Hand Roundabout, the City shall pay the County the difference between Six Hundred and Seventy-Five Thousand Dollars and no cents (\$675,000) minus an amount equal to one-third (1/3) of total cost. For example, if the total cost of the design and construction is the amount of \$2,000,000 then the City would be required to pay the County the sum of \$8,333.34.

$$\begin{aligned} \$2,000,000/3 &= \$666,666.66 \\ \$675,000 - \$666,666.66 &= \$8,333.34 \end{aligned}$$

- 4.3 If for any reason the City cancels the Graham/Hand Roundabout, terminates or cancels this Agreement without completing construction of the Graham/Hand Roundabout, or defaults on any material provision of this Agreement without a material default by the County, the City agrees to reimburse to the County, within one hundred and eighty (180) days after request from the County, any funds paid by the County to the City under this Agreement.

## **5. TERM OF THE AGREEMENT AND TERMINATION**

- 5.1 Effective Date. This Agreement shall take effect and be in full force and effect on the date of the last of the following that has occurred:

- (a) Execution by the Parties hereto;
- (b) Approval by the City and County's fiscal bodies;
- (c) The passage of appropriate resolutions and ordinances, recordation of this Agreement with the Johnson County Recorder; and
- (d) Filing of this Agreement with the Indiana State Board of Accounts, Johnson County Auditor, and Auditor of the State.

- 5.2 Term. The term ("Term") of this Agreement, and its effectiveness, shall commence as of the Effective Date and shall continue in full force and effect until the City completes construction of the Graham/Hand Roundabout or the County completes all of the County Obligations, whichever occurs first.

- 5.3 Termination. This Agreement may be terminated as follows:

- (a) This Agreement shall terminate four (4) years after its Effective Date if the Agreement has not otherwise terminated or been extended;
- (b) This Agreement may otherwise be terminated or extended only by a written agreement signed by all Parties. If the Project is not completed within the above time period, the Parties shall cooperate to extend the Agreement.

## **6. DELEGATION OF DUTY**

- 6.1 Pursuant to Indiana Code 36-1-7-4(a)(3), the Parties hereby delegate the duty to receive, disburse, and account for all monies associated with this Agreement to the Clerk-Treasurer of the City of Franklin, Indiana.

## **7. DISPUTE RESOLUTION**

- 7.1 Any disputes that may arise under this Agreement shall be resolved by the Parties' respective executive officers or their designees;



- 7.2 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 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;
- 7.3 In the event of any litigation between the City and the County 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.

## **8. INDEMNIFICATION BY CITY**

- 8.1 The City shall indemnify and hold harmless the County from and against any and all claims arising from or connected with: (i) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Graham/Hand Roundabout of any party acting by, under, through, or on behalf of the City; (iii) the negligence or willful misconduct of the City or any party acting by, under, though, or on behalf of the City; or (iv) Graham/Hand Roundabout Property inspections conducted by the City;
- 8.2 The City shall indemnify and hold harmless the County from and against any and all claims arising from or connected with: (i) breaches by the City under agreements to which the City is a party other than this Agreement, to the extent that such agreements relate to the performance of any work on the Graham/Hand Roundabout by the City or any party acting by, under, through, or on behalf of the City; (ii) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of the any work on the Graham/Hand Roundabout by the City or any party acting by, under, through, or on behalf of the City; or (iii) the negligence or willful misconduct of the City or any party acting by, under, though, or on behalf of the City;
- 8.3 Notwithstanding anything to the contrary set forth herein, the Parties' obligations under this Section shall survive the termination of this Agreement.

## **9. NOTICE**

- 9.1 All notices, requests, demands and other communications that are required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and delivery shall be deemed sufficient in all respects and to have been duly given as follows: (a) on the actual date of service if delivered personally; (b) at the time of receipt of confirmation by the transmitting Party if by facsimile transmission; (c) on the third (3<sup>rd</sup>) day after mailing if mailed by first class mail return receipt requested, postage prepaid and properly addressed as set forth in this Section 9; or (d) on the day after delivery to a nationally recognized overnight

courier service during its business hours or the Express Mail service maintained by the United States Postal Service during its business hours, in each case, for overnight delivery against receipt, and properly addressed as set forth in this Section 9 as follows:

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

County:

Johnson County Board of Commissioners  
86 West Court Street  
Franklin, Indiana 46131

With copy to:

Adam Gadberry  
County Attorney  
86 West Court Street  
Franklin, Indiana 46131

**10. COVENANT OF FURTHER ASSURANCES**

- 10.1 The Parties agree that from and after the Effective Date, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other action as may be reasonably required to carry out the purpose and intent of this Agreement.

**11. ENTIRE AGREEMENT; AMENDMENT**

- 11.1 The written terms and provisions of this Agreement shall supersede all prior verbal statements of any officer or other representative of the Parties 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;

- 11.2 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;
- 11.3 No amendment of this Agreement shall be effective unless the same is made in writing and signed by the Parties hereto.

**12. SEVERABILITY**

- 12.1 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.

**13. ASSIGNMENT**

- 13.1 No Party hereto shall assign this Agreement without the prior written approval of the other Parties; provided that: (a) without the prior written approval of the County or the City may assign this Agreement to another agency or instrumentality of either that legally is able to perform the respective obligations hereunder;
- 13.2 Notwithstanding any assignment permitted under this Section 13, the applicable Party as the case may be, shall remain liable to perform all of the terms and conditions to be performed by it under this Agreement, and the approval by the other Party of any assignment shall not release the other Party, from such performance.

**14. GOVERNING LAW; CONSTRUCTION**

- 14.1 This Agreement shall be interpreted and enforced according to the laws of the State of Indiana;
- 14.2 The Parties hereby agree that all actions or proceedings initiated by either Party arising directly or indirectly out of this Agreement shall be litigated in the circuit or superior court of Johnson County, Franklin, Indiana, or the United States District Court for the Southern District of Indiana. Each Party hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by either Party in any of such courts, and hereby waives personal service of the summons and complaint, or other process or papers issued therein, and agrees that service of such summons and complaint or other process or papers may be made by registered or certified mail addressed to the Party at the address to which notices are to be sent pursuant to the Agreement. Each Party waives any claim that Johnson County, Franklin, Indiana, or the Southern District of Indiana is an inconvenient forum or an improper forum based on lack of venue;
- 14.3 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;

- 14.4 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;
- 14.5 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;
- 14.6 The word "person" shall mean any natural person, partnership, limited liability company, corporation and any other form of business or legal entity;
- 14.7 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;
- 14.8 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;
- 14.9 This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument to be drafted;
- 14.10 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.

**15. FORCE MAJEURE**

- 15.1 Notwithstanding anything to the contrary set forth herein, if any Party is delayed in, or prevented from, observing or performing any of its obligations under, or satisfying any term or condition of, this Agreement as a result of Force Majeure; then: (a) the Party asserting Force Majeure shall deliver written notice to the other Party; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period. The Parties acknowledge the ongoing COVID-19 pandemic, and agree: (a) to exercise commercially reasonable, good-faith efforts to: (i) consider all then-current information with respect to; and (ii) adjust for shortages that reasonably can be anticipated with respect to materials, equipment, services, and/or labor that reasonably are likely to occur as a result of; the COVID-19 pandemic; and (b) that, notwithstanding that the COVID-19 pandemic falls within the definition of "Force Majeure", the protections of this Section shall not apply to a claim of Force Majeure based on COVID-19 if the applicable Party fails to comply with the foregoing requirement.

**16. COUNTERPARTS**

- 16.1 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.

**17. ELECTRONIC APPROVAL**

- 17.1 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.

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.

Signed /s/ Dustin D. Huddleston

Prepared by:  
Dustin D. Huddleston, Attorney  
Clarke House  
98 West Jefferson Street  
Post Office Box 9  
Franklin, Indiana 46131


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


City:


Johnson County

CITY OF FRANKLIN, BOARD OF WORKS AND  
SAFETY, FRANKLIN INDIANA


BOARD OF JOHNSON COUNTY  
COMMISSIONERS

  
Steve Barnett, Mayor  
Dated: \_\_\_\_\_

By:   
Brian Baird, Member  
Dated: 8-14-2023

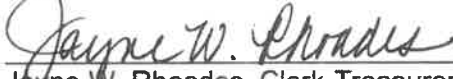
  
Kenneth Austin, Member  
Dated: 8/7/23

By:   
Ronald H. West, Member  
Dated: 8-14-2023

  
Tina Gross, Member  
Dated: 8/7/23

  
Kevin M. Walls, Member  
Dated: 8-14-2023

Attest:

  
Jayne W. Rhoades, Clerk-Treasurer  
Dated: 8/7/23

**FISCAL BODY APPROVAL  
JOHNSON COUNTY COUNCIL**

Approved this 14<sup>th</sup> day of August, 2023.

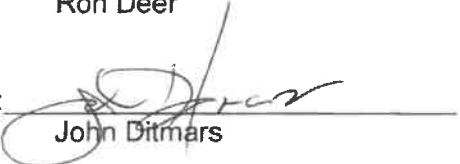
Voting Affirmative:

By:   
Jonathan T. Myers

By:   
Melinda Griesemer

By:   
Pamela Burton

By:   
Ron Deer

By:   
John Ditmars

By:   
John Mallers

By:   
John Myers

Voting Opposed:

By: \_\_\_\_\_  
Jonathan T. Myers

By: \_\_\_\_\_  
Melinda Griesemer

By: \_\_\_\_\_  
Pamela Burton

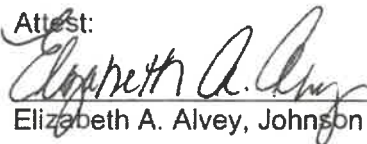
By: \_\_\_\_\_  
Ron Deer

By: \_\_\_\_\_  
John Ditmars

By: \_\_\_\_\_  
John Mallers

By: \_\_\_\_\_  
John Myers

Attest:

  
Elizabeth A. Alvey, Johnson County Auditor