

TOWN OF BARGERSVILLE

RESOLUTION NO. 2023-13

JOHNSON COUNTY RESOLUTION NO. 2023-R-12

RESOLUTION AND INTERLOCAL AGREEMENT CONCERNING ROAD MAINTENANCE

This Interlocal Cooperation Agreement, is entered December 18th, 2023, by resolution of Johnson County, Indiana ("Johnson County") and the Town of Bargersville, Indiana ("Bargersville"), and is premised on the following recitals:

A. Since January 2010, several annexation ordinances extended the corporate limits of Bargersville into previously unincorporated Johnson County. Those annexation ordinances are:

Ordinance No. 2009-2 (as twice amended)(the "CR 144/SR 37 Annexation");
Ordinance No. 2009-10 (the "Southeast WRT Annexation");
Ordinance No. 2010-04 (the "Bargersville Fire Station Annexation");
Ordinance No. 2010-03 (the "Saddleclub Road Annexation");
Ordinance No. 2010-14 ("the Foley Hardwoods voluntary Annexation");
Ordinance No. 2010-19 (as thrice amended)(the West 135 Annexation");
Ordinance No. 2010-20 (as twice amended)(the Southeast 135 Annexation");
Ordinance No. 2012-23 (the "Goodwill Annexation"); and
Ordinance No. 2016-01 (the "Hicks Annexation").

The areas covered by these ordinances shall be collectively referred to as the "Annexation Areas."

B. Prior to these annexations taking effect, Johnson County had been responsible for road and right-of-way maintenance within the Annexation Areas. Pursuant to Indiana Code § 36-4-3-13(d)(4), the annexing municipality shall take responsibility for maintenance of the roads and road rights-of-way within the Annexation Areas within one year of the effective date of the annexations.

C. Notwithstanding the terms of Indiana Code § 36-4-3-13(d)(4), Johnson County and Bargersville have conferred and mutually determined that partial continuing road maintenance activities should be conducted pursuant to the terms of this Interlocal Cooperation Agreement.

D. The parties have been in good faith operating according to the obligations effective on October 18, 2010, in the Resolution and Interlocal Agreement Concerning Road Maintenance, attached hereto as **Exhibit A**.

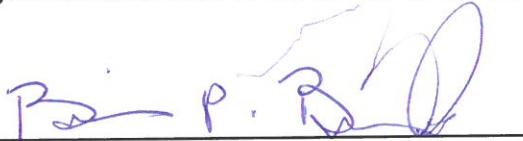
NOW, THEREFORE, the parties agree as follows:

1. Except as provided in this paragraph, Johnson County will continue to maintain, improve, and construct the improvements for the Main Roads and Main Road rights-of-way within the Annexation Areas, as depicted on **Exhibit B**. Services to be provided by Johnson County hereunder include pavement repair (including pavement repair from storm damage), repaving (at a level commensurate with repaving activities by Johnson County in unincorporated areas), snow removal, ditch mowing and maintenance, and sign maintenance.
2. Any work performed by private parties or public utilities on Main Roads or within Main Road right-of-way, including, but not limited to, driveways, road cuts, parallel work in the pavement, pole line installation, utility work, house moving, and construction of the road, shall be permitted by Johnson County Highway Department and follow Bargersville's construction requirements. Inspection of such work may be performed by either party or mutually by both parties.
3. Bargersville shall be responsible for pavement repair including pavement repair from storm damage), repaving (at a level commensurate with repaving activities by Johnson County in unincorporated areas), snow removal, ditch mowing and maintenance, and sign maintenance on Internal Subdivision Streets, as depicted on **Exhibit C**.
4. The parties, through mutual agreement by the Bargersville Street Superintendent and Johnson County Highway Director, may perform work on roads the other party is responsible to maintain, under any of the following parameters:
 - A. With payment for the services from the benefiting party, so long as there is prior written agreement;
 - B. Without payment for the services;
 - C. Through an exchange of services.
5. The parties, through mutual agreement by the Bargersville Street Superintendent and Johnson County Highway Director, may share materials (e.g. salt, stone, and asphalt emulsion) as needed, subject to reimbursement for actual cost of the materials, or exchange for similar materials. Where exact material quantities cannot be determined, a reasonable estimation may be used to calculate the cost. Neither party shall be responsible for soliciting bids for the other party's materials.
6. Johnson County shall have authority to establish traffic control signage and devices on Main Roads within the Annexation Areas. Bargersville shall have authority to establish traffic control signage and devices on Internal Subdivision Streets within the Annexation Areas. Bargersville shall have authority over non-traffic control signage within the road right-of-way in accordance with Bargersville's zoning ordinance.

7. During the term of this Agreement, Bargersville will not claim any existing road mileage for the Main Roads within the Annexation Areas. Bargersville will claim existing and future road mileage for Internal Subdivision Streets. As a result, Johnson County will continue to receive the same share of Motor Vehicle Highway, Local Road and Street, Wheel Tax, and Vehicle Excise Surtax Funds corresponding to the Annexation Areas (other than Internal Subdivision Streets) as if the territory continued to be unincorporated. The Johnson County Treasurer is hereby delegated the duty to receive, disburse, and account for all moneys of this joint undertaking. The Johnson County Highway Director shall provide a report to the Bargersville Town Manager on an annual basis of the maintenance completed within the Annexation Areas.
8. Representatives of the parties shall meet regularly to determine which projects within the Annexation Areas are a priority and shall endeavor to work together to complete the projects. In addition, the Johnson County Highway Engineer shall meet bi-annually with the Town Council of the Town of Bargersville in order to report on the status of the Main Roads and Main Road rights-of-way within the Annexation Areas that Johnson County maintains, improves, and constructs for the Town of Bargersville.
9. Each party shall indemnify and defend the other party (including attorney fees), its agents, and employees against any and all claims arising from the negligent or tortious acts, errors, or omissions of the indemnifying party in performing its obligations under this Interlocal Cooperation Agreement.
10. The term of this Agreement shall commence upon the approval of the Johnson County fiscal body and shall expire on **January 1, 2027**. The parties may determine prior to expiration to renew this Agreement on an annual basis. Upon expiration of the term, Johnson County shall cease to have responsibility for road maintenance activities in the Annexation Areas and Bargersville will claim all of the road mileage within the Annexation Areas for purposes of the distribution of Motor Vehicle Highway and Local Road and Street Funds.

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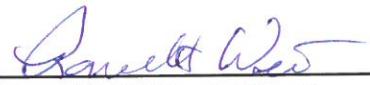
JOHNSON COUNTY BOARD OF COMMISSIONERS



Brian P. Baird, Chair

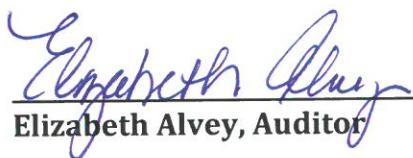


Kevin M. Walls, Member



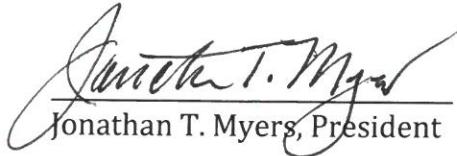
Ronald H. West, Member

ATTEST:



Elizabeth Alvey, Auditor

JOHNSON COUNTY COUNCIL



Jonathan T. Myers

Jonathan T. Myers, President



Melinda Griesemer

Melinda Griesemer



Ron Deer

Ron Deer



John Myers

John Myers

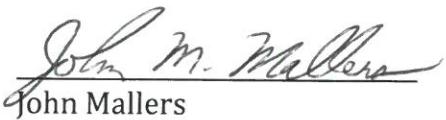


Pamela Burton

Pamela Burton

absent

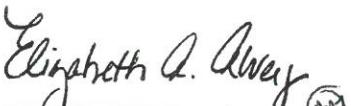
John Ditmars



John Mallers

John Mallers

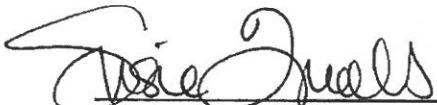
ATTEST:



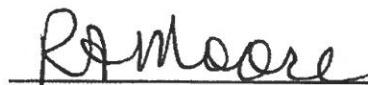
Elizabeth Alvey

Elizabeth Alvey, Auditor

BARGERSVILLE TOWN COUNCIL



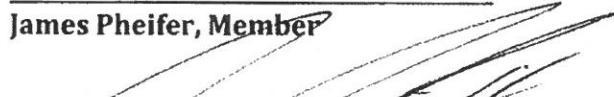
Susie Qualls, President



Ruth Ann Moore, Vice President



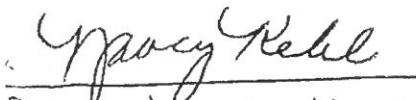
Andrew Greenwood, Member



James Pheifer, Member



James Rumell II, Member



Nancy Kehl, Clerk-Treasurer

EXHIBIT A

RESOLUTION AND INTERLOCAL AGREEMENT CONCERNING ROAD MAINTENANCE

THIS INTERLOCAL COOPERATION AGREEMENT, is entered 10-18, 2010, by resolution of Johnson County, Indiana ("Johnson County") and the Town of Bargersville, Indiana ("Bargersville"), and is premised on the following recitals:

A. Effective January, 2010, two Annexation Ordinances extended the corporate limits of Bargersville into previously unincorporated Johnson County. The two Annexation Ordinances are: Ordinance No. 2009-2 (As Twice Amended) (the "CR 144/SR 37 Annexation"), and Ordinance No. 2009-10 (the "Southeast WRT Annexation"). The areas covered by these two ordinances shall be collectively referred to as the "Annexation Areas".

B. Prior to these two annexations taking effect, Johnson County has been responsible for road and right-of-way maintenance within the Annexation Areas. Within one year after the effective date of the two annexations, Bargersville will be responsible, pursuant to Indiana Code § 36-4-3-13(d)(4), for maintenance of the roads and road rights-of-way within the Annexation Areas.

C. Notwithstanding the terms of Indiana Code § 36-4-3-13(d)(4), Johnson County and Bargersville have conferred and mutually determined that partial continuing road maintenance activities should be conducted pursuant to the terms of this Interlocal Cooperation Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Except as provided in this paragraph, Johnson County will continue to maintain, improve and construct the improvements for the roads and road rights-of-way within the Annexation Areas. Bargersville and Johnson County will work cooperatively to jointly control all work in the rights-of-way in the Annexation Areas. Services to be provided by Johnson County hereunder include pavement repair (including pavement repair from storm damage), repaving (at a level commensurate with repaving activities by Johnson County in unincorporated areas), snow removal, ditch mowing and maintenance, and sign maintenance. Services will not include snow removal on internal subdivision streets. Any such work, including, but not limited to, drive ways, road cuts, parallel work in the pavement, pole line installation, utility work, house moving and construction of the road, shall be coordinated through Bargersville's permit process, after consultation with the Johnson County Highway Department.

2. Bargersville will be the authority to establish traffic control devices and signage within the Annexation Areas.

3. During the term of this Agreement, Bargersville will not claim any existing road mileage which it has annexed within the Annexation Areas other than internal subdivision streets. As a result, Johnson County will continue to receive the same share of Motor Vehicle Highway and Local Road and Street Funds corresponding to the Annexation Areas (other than

subdivision streets) as if the territory continued to be unincorporated. The Johnson County Treasurer is hereby delegated the duty to receive, disburse, and account for all moneys of this joint undertaking.

4. Each party shall indemnify and defend the other party (including attorney fees), its agents and employees against any and all claims arising from the negligent or tortious acts, errors or omissions of the indemnifying party in performing its obligations under this Interlocal Cooperation Agreement.

5. The term of this Agreement shall commence upon approval of the Johnson County fiscal body and shall expire on December 31, 2011. The parties may determine prior to expiration to renew this Agreement on an annual basis. Upon expiration of the term, Johnson County shall cease to have responsibility for road maintenance activities in the Annexation Areas and Bargersville will claim all of the road mileage within the Annexation Areas for purposes of the distribution of Motor Vehicle Highway and Local Road and Street Funds.

IN WITNESS WHEREOF, the parties have executed the foregoing Interlocutory Agreement as of the date first above written.

JOHNSON COUNTY, INDIANA

By: Commissioner
By: Commissioner
By: Commissioner

TOWN OF BARGERSVILLE, INDIANA

By: Hal G. Cox

Councilor

By: Steve Welch

Councilor

By: Mike Kuhl

Councilor

By: Jeff Ladd

Councilor

By: _____

Councilor

ATTEST:

As to County:

Janie S. Rechtad

As to Town:

Carla D. Ray

IN WITNESS WHEREOF, the parties have executed the foregoing Interlocal Cooperation Agreement as of the 25th day of October, 2010

COUNTY COUNCIL OF
JOHNSON COUNTY, INDIANA

St. Helens
Council Member

Antoinette Knowles
Council Member

Wm. Eric Walker
Council Member

Charles W. May
Council Member

Beth Bryce
Council Member

Council Member

Council Member

Attest:

Janie D. Rickhart
Johnson County Auditor

Town of Bargersville
RESOLUTION NO. 2011-13

JOHNSON COUNTY RESOLUTION NO. 2011-14

AMENDING INTERLOCAL AGREEMENT CONCERNING ROAD MAINTENANCE

This Resolution Amending Interlocal Agreement Concerning Road Maintenance (the "Amendment") is entered 12/5, 2011 by resolution of Johnson County, Indiana ("Johnson County") and the Town of Bargersville, Indiana ("Bargersville") and is premised on the following recitals:

A. On or about October 18, 2010, Bargersville and Johnson County entered a Resolution and Interlocal Agreement Concerning Road Maintenance (the "Agreement") in areas which are the subject of two annexations by Bargersville: Ordinance No. 2009-2 (As Twice Amended) (the "CR144/SR37") and Ordinance No. 2009-10 (the "Southeast WRT annexation") (collectively, the "Annexation Areas").

B. The premise of the Agreement was that roads in the Annexation Areas would continue to be maintained by Johnson County pursuant to the Agreement except for snow removal on internal subdivision streets, which will be provided by Bargersville.

C. To provide the funding for road maintenance as set forth in the Agreement and as consideration for the Agreement, the parties stipulated to a distribution from the Motor Vehicle Highway Account ("MVH") and the Local Road and Street Account ("LRS") being made to Johnson County rather than to Bargersville pursuant to Ind. Code § 36-1-7-9(c)(1).

D. The Parties' stipulated distribution provided that for purposes of reporting to the Indiana Department of Transportation ("INDOT"), Johnson County would claim the mileage for the roads in the Annexation Areas except for internal subdivision streets, which would be claimed by Bargersville.

E. The parties have since learned that INDOT does not have the capabilities to assign different roads located within the same geographic area to different units for purposes of distributions of MVH and LRS funds.

F. It is therefore necessary to amend the Agreement to accomplish the originally intended distribution process without specifically designating certain roads as Johnson County or Bargersville roads to INDOT.

NOW THEREFORE, the Agreement is amended as follows:

1. All roads within the Annexation Areas will continue to be claimed by Johnson County as roads within its jurisdiction for purposes of distributions of LRS and MVH during the term of the Agreement.

2. Each year Johnson County shall appropriate \$14,940 (which is calculated based upon the MVH/LRS distribution associated with subdivision streets), which shall be paid to Bargersville on the first of each month in monthly installments of \$1,245. Such disbursements shall be made by the Johnson County Treasurer. The appropriation provided herein shall be retroactive to January 1, 2011.

3. All other terms of the Agreement not specifically modified herein shall continue to remain in full force and effect throughout the Agreement's term.

A handwritten signature consisting of a vertical line with a stylized 'S' at the top and the letters 'TR' written below it.

IN WITNESS WHEREFORE, the parties have executed the foregoing Amendment to the
Interlocal Agreement concerning Road Maintenance as of the date first written above.

JOHNSON COUNTY, INDIANA

BY:

John L. Price

Commissioner

Thomas A. Voss

Commissioner

Commissioner

ATTEST AS TO JOHNSON COUNTY

Daniel D. Bickhart
JOHNSON COUNTY AUDITOR

Prepared by:

Nicholas K. Kile
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, Indiana 46204

TOWN OF BARGERSVILLE, INDIANA

BY:

Rowena Ulbrich

Councilor

James Beck

Councilor

Jimmy Clark

Councilor

Chadie Davis

Councilor

Councilor

ATTEST AS TO TOWN OF BARGERSVILLE

Donna S. Bishop
Chief Deputy Clerk Treasurer

IN WITNESS WHEREFORE, the parties have executed the foregoing Amendment to the Interlocal Agreement concerning Road Maintenance as of the date first written above.

JOHNSON COUNTY, INDIANA

BY:

Joe McCay
Council Member

Tom Knowles
Council Member

Wm Brian Waller
Council Member

John D. Reed
Council Member

Dor West
Council Member

Bill Boyce
Council Member

Reba Steller
Council Member

Attest:

Janie D. Ruckhart
Johnson County Auditor

Town of Bargersville, Johnson County
Post annexation road revenues
April 21, 2011

Annexation Road Inventory:

Non Subdivision Roads:

200W	1.04
225W/22W	1.23
300N	3.16
300N/340N	1.05
350N	1.79
375N	1.06
400W	0.64
450W	1.36
500N	5.21
500W	3.06
600N/625W	0.56
600N	1.93
600W	1.34
600W/375N	0.64
625W	1.99
650N	1.76
700N	2.19
725W	2.04
800W	0.81
Old SR 37	1.25
CR 144	4.75
Total non subdivision roads	38.86
	94%

Subdivision Roads:

Al-Mar	0.62
Travis Hill	0.09
Timber Heights	0.65
Kerrington Proper	1.28
Persimmon Woods	Private
Banta Woods	Private
Whitetail Woods	Private
Hickory Estates	Private
Total subdivision roads	2.64
Total roads	41.50

Annexation Population Estimates:

Non Subdivision	1,266	74%
Subdivision	441	26%
Total Projected Population	1,707	

Current road inventory:

Town of Bargersville, Johnson County
Post annexation road revenues
April 21, 2011

	Town	County
Current road mileage	15.32	603.48

2000 Census:

	Town	County
Current Population	2,120	42,025

Statutory Road Distributions:

1. Motor Vehicle Highway - IC 8-14-1-3

The distribution to cities and towns is based 100% on population.

The County distribution formula is as follows:

5% equally to all 92 counties	no change due to annexation
65% based on road miles	below calc is based on this
30% based on vehicle registrations	do not know # in annexation area

Per Dan Bastin, Settlement Director for the State Auditor's office:

"Population changes received by the governor in a calendar year are updated in April of the following year and first used for distributions in May. The 2010 census counts will be received by the governor in 2011 and will be updated in April, 2012 and first used for distributions in May 2012."

Therefore, no increase in MVH is expected until May 2012.

	Town	County
	Formula	Formula
2010 MVH projected distribution	\$ 62,851	\$ 2,720,033

Projected Increase for Annexation:

Non Subdivision	\$ 37,529	\$ 113,849
Subdivision	\$ 13,078	\$ 7,734

Town of Bargersville, Johnson County
Post annexation road revenues

April 21, 2011

2. Local Road and Street - IC 8-14-2-4

The distribution is based 60% on population and 40% road mileage

See distributions based on population above.

Per Dan Bastin, Settlement Director for the State Auditor's office:

"We update the certified mileage as soon as we receive it from INDOT and it is used for the distribution calculations the following month. INDOT certifies mileage annually, but it's not at any specific time. The last few years the certifications have been received between May and July. The certified mileage is as of the end of the previous calendar year. In other words the mileage currently used is as of the end of the calendar year 2008."

An increase in the road mileage portion of LRS is expected between June to August 2010 according to the above statement from Dan Bastin.

No increase in population based portion of the LRS distribution is expected until May 2012.

	Town Formula	County Formula
2010 LRS projected distribution		
Times	\$ 37,185	\$ 895,268
Equals: Road mileage based distribution	40%	40%
	<u>\$ 14,874</u>	<u>\$ 358,107</u>
Non Subdivision	\$ 37,729	\$ 23,060
Subdivision	\$ 2,563	\$ 1,567
2010 LRS projected distribution		
Times	\$ 37,185	\$ 895,268
Equals: Population based distribution	60%	60%
	<u>\$ 22,311</u>	<u>\$ 537,161</u>
Non Subdivision	\$ 13,322	\$ 16,180
Subdivision	\$ 4,643	\$ 5,639
Combined increase for LRS		
Non Subdivision	\$ 51,051	\$ 39,240
Subdivision	\$ 7,206	\$ 7,205

In summary, the increases for road revenues are as follows:

	<u>Town Formula</u>			<u>County Formula</u>		
	<u>MVH</u>	<u>LRS</u>	<u>Combined</u>	<u>MVH</u>	<u>LRS</u>	<u>Combined</u>
	\$ 37,529	\$ 51,051	\$ 88,580	\$ 113,849	\$ 39,240	\$ 153,089
Non Subdivision	\$ 13,078	\$ 7,206	\$ 20,284	\$ 7,734	\$ 7,205	\$ 14,940

Exhibit "B"

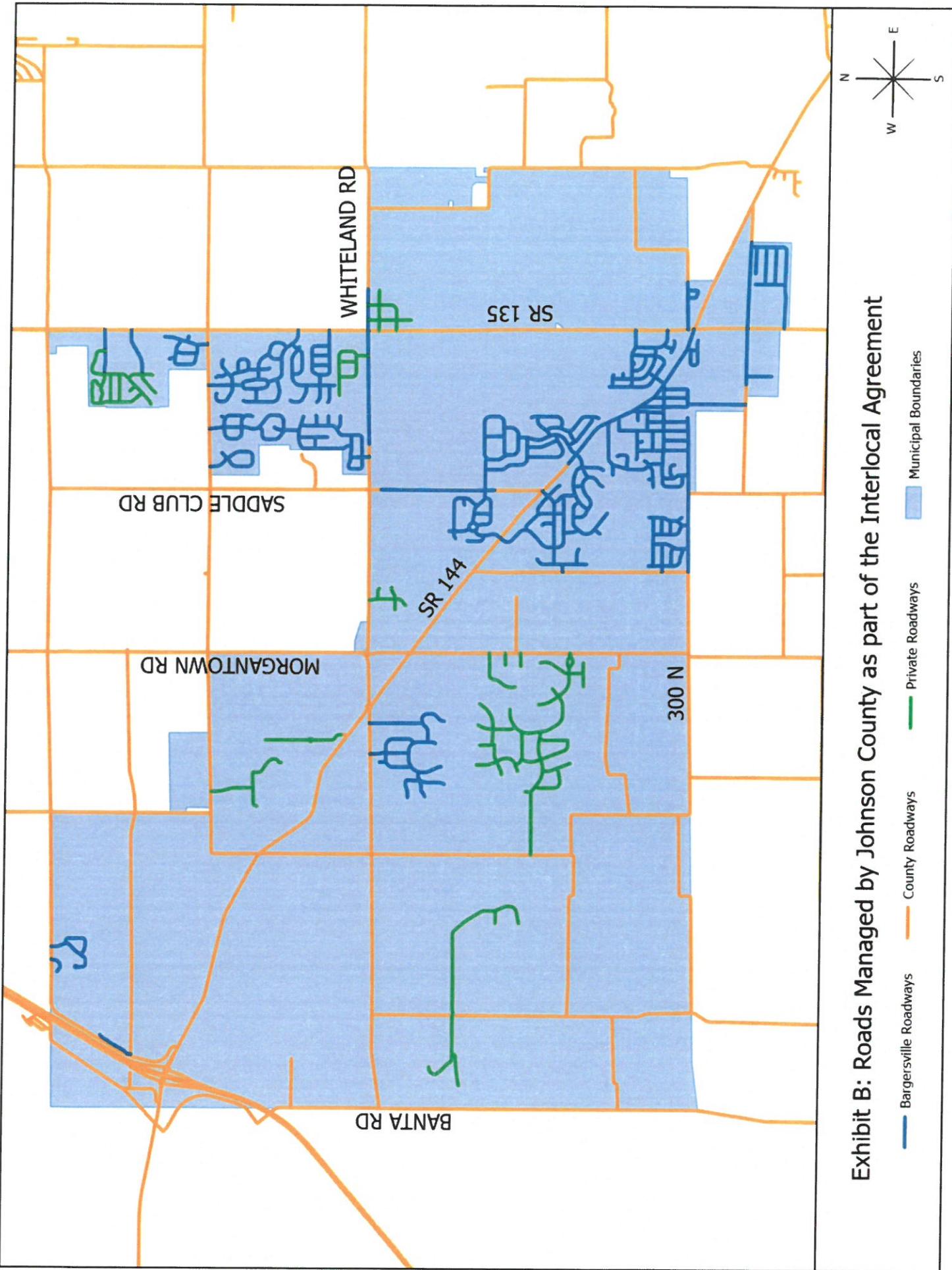


Exhibit "C"

