

2025 -
RESOLUTION NO. 32

A RESOLUTION OF THE COUNTY COUNCIL OF HENDRICKS COUNTY, INDIANA APPROVING THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF AVON, INDIANA AND HENDRICKS COUNTY, INDIANA.

WHEREAS, Indiana Code § 36-1-7 permits interlocal agreements by and between governmental entities; and

WHEREAS, the Hendricks County Board of Commissioners (“Commissioners”), as executive body of Hendricks County, Indiana (“County”), has approved or will approve a resolution to enter into an interlocal cooperation agreement (“Interlocal Agreement”) with the Town of Avon, Indiana related to improvements along CR 525 East between US 36 and East Main Street (the “Project”), pursuant to Indiana Code § 36-7-1-2(a) and § 6 of the Interlocal Agreement; and

WHEREAS, Indiana Code § 36-1-7-4, provides that when an agreement involves as parties only Indiana political subdivisions, the agreement is approved by the fiscal body of each political subdivision either before or after the agreement is entered into by the executive of the party, and the agreement delegates to the treasurer or disbursing officer of one of the parties the duty to receive, disburse, and account for all monies of the joint undertaking, then approval of the attorney general is not required; and

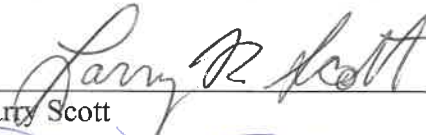
WHEREAS, §12 of the Interlocal Agreement delegates to the Clerk-Treasurer of the Town of Avon, the duties to receive, disburse, and account for all monies of the joint undertaking; and

WHEREAS, it is the desire of the Hendricks County Council to approve the Interlocal Agreement for the Project.

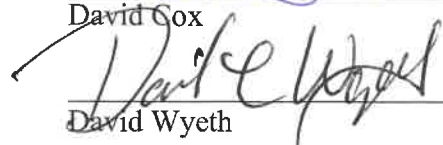
NOW, THEREFORE, BE IT RESOLVED that the Hendricks County Council, Hendricks County, Indiana, hereby approves the Interlocal Agreement, attached hereto and made a part hereof, and identified as Exhibit A.

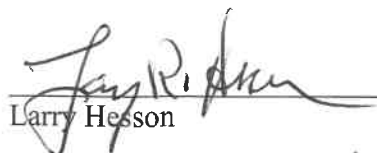
PASSED AND APPROVED by the Hendricks County Council, Hendricks County, Indiana this 21st day of October, 2025.

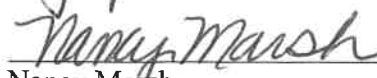
HENDRICKS COUNTY COUNCIL


Larry Scott


David Cox


David Wyeth


Larry Hesson


Nancy Marsh

Eric Wathen

Charles Parsons

ATTEST:


Ann Stark, Auditor

EXHIBIT A

Left Turn Lane Construction for CR 525 East at US 36 and East Main Street Interlocal Cooperation Agreement

This Agreement, made and entered into by and between the Town of Avon, Indiana (Avon) and Hendricks County, Indiana (County) is to witness that:

Whereas, Avon developed proposed project plans to improve CR 525 East (the Project); and

Whereas, Avon has a development commitment with the Easton Grey PUD Project to design and construct the Project; and

Whereas, the County has jurisdictional authority over the segment of road to be improved as part of the Project; and

Whereas, Avon and the County recognize that improvements to CR 525 East will provide benefits to the residents of the county, the town, and to the traveling public and that these improvements will enhance roadway safety; and

Whereas, Avon and the County agree that the realization of these mutual benefits are best accomplished through mutual cooperation in the development of the Project; and

Whereas, Avon and the County each have the authority, either separately or jointly with other municipalities or other units of local government, to design and construct roads, bridges, streets, and to complete projects which are the same as the Project contemplated by the parties in this agreement, and the parties desire to exercise their powers reciprocally and jointly, under Indiana Code §36-1-7-2(a); and

Whereas, Avon and the County now wish to formalize their agreement regarding the Project and enter into a binding interlocal governmental cooperation agreement which will articulate the terms and conditions of their agreement.

It is, therefore, agreed that Avon and the County will cooperate in the development of the Project, under the following terms and conditions:

1. **Project Summary:** The Project will entail the public highway improvement project known as “Left Turn Lane Construction for CR 525 East at US 36 and East Main Street”, to widen CR 525 East to provide dedicated left turn lanes for both North and Southbound traffic to eliminate traffic congestion, and create improved safety conditions.

2. **Avon’s Obligations:** Avon agrees to perform the following:

a. **Lead Agency:** Avon will be the lead agency on the Project and be primarily responsible for advancing the Project through contract agreements with professional consultants, including purchasing public rights-of-way and easements necessary for the Project, bidding the Project for construction, providing for construction inspection services, and making all required filing and applications with State and Federal agencies;

b. **Road Design:** Avon shall be responsible to construct new roadway and adjacent drainage as part of the Project plans on behalf of the County. Avon shall prepare all plans and specifications, which meets or exceeds the County's road construction standards. Avon shall provide the County with these plans and specification. Avon will provide the County the opportunity to review and submit written comments regarding the plans, designs, and specifications.

c. **Road Construction.** Avon shall be responsible for overseeing the construction of the road and associated traffic signal, drainage and miscellaneous items. Avon shall complete all necessary and expected inspections of the Project. Avon shall provide written Project updates to the County upon request.

d. **Funding.** Avon will fund or secure funding for the design and construction of the Project and all other costs associated with Avon's obligations herein.

e. **General:** Avon will use its best efforts to perform its obligations and to otherwise complete the Project. During construction, Avon will be responsible for all traffic safety measures including but not limited to road/lane closures, establishing maintenance of traffic, and all other necessary traffic safety measures.

3. **County's Obligations:** The County agrees to the following:

a. **Approve Road Design.** The County will review all proposed road plans, designs, and specifications, and provide Avon with comments for incorporation into the project. The County shall provide any feedback in a timely manner as to not hinder or delay Avon's Project.

b. Allow Avon Access. The County will allow Avon, on its behalf, to construct the road improvements pursuant to the Town's project as detailed in Avon's design and plan. The County will take no action to prohibit Avon's or Avon's designees, contractors, officials, or other representees from accessing the property and road to complete this work. The County will execute any and all document and otherwise assist Avon in the design, construction and completion of the road.

c. Funding. The County shall not be responsible for any funds to design or construct the project.

d. Maintenance After Construction. After the completion of the project, the County shall control and maintain the road pursuant to Indiana Code.

4. Timeline for Project: To the best of Avon's knowledge and belief, construction on the Project will commence in 2025, and be completed (final completion) and open for traffic in 2025.

5. Modification: The terms and conditions of this agreement may be modified only by the execution of a written agreement of the parties.

6. Approvals: This agreement will not be binding upon the parties until both the Avon Town Council and the Hendricks County Board of Commissioners adopt reciprocal resolutions which approve this agreement.

7. Term of Agreement: The term of this agreement will be from the date it is approved as provided for in paragraph six and will end 90 days after the final completion of the Project.

8. Purpose: The purpose of this agreement is for the design, construction, and coordination of the Project, as described in this agreement.

9. Financing and Administration: This agreement provides that Avon will fund or secure funding for all expenses of the Project and this Agreement. The parties do not intend to provide staffing and supplies for the joint project. Each party will provide their own separate staffing and supplies as needed to perform its respective obligations under the terms and conditions of the agreement. To the extent that each party will perform its own obligations, there will be no budget for the joint undertaking.

10. Joint Oversight Board: No Joint Oversight Board is needed for this Agreement.

11. Property: The parties do not intend to acquire, hold or dispose of real property or personal property as part of this agreement.

12. Fiscal Officer: The Avon Clerk-Treasurer will serve as the fiscal agent for the undertaking and will be responsible for receiving, disbursing and accounting for all monies of the undertaking. The Avon Clerk-Treasurer will provide the County with reports and information upon request.

13. No Attorney-General Approval Required: Because this agreement provides for approval by the fiscal bodies of Avon and the County and delegates to the Avon Clerk-Treasurer the duty to receive, disburse, and account for all monies of the undertaking, no approval of the Indiana Attorney is required, as provided for by Indiana Code §36-1-7-4(a).

14. Survival of Covenants: Although this agreement primarily concerns the construction of the Project, the parties agree that the covenants contained in paragraphs 2, 3, 5, 9, and 15 will survive and be enforceable by either party after the expiration of the term of this agreement.

15. Breach: In the event that a party breaches this agreement, the non-breaching party must provide notice of the breach to the other party. This notice must specifically state the alleged breach and provide the manner in which the alleged breach may be cured. The party receiving the notice of breach must cure the breach within 15 days of receipt of the notice of breach or at such other time as agreed to by the parties. If the party fails to cure the alleged breach, the non-breaching party may enforce this agreement and is entitled to any and all remedies provided for by Indiana law, including but not limited to damages, injunctive and equitable relief. In addition, the nonbreaching party is entitled to recover from the breaching party reasonable attorney's fees, court costs and the cost of litigation if it files litigation because of the breach. The pursuit of one remedy by a party is not a waiver of the other remedies provided for in this agreement. No action or inaction on behalf of a nonbreaching party will be deemed a waiver of any breach. A waiver of breach must be in writing and provided to the other party.

16. Governing Law: The laws of the State of Indiana control this agreement and any dispute regarding the terms and conditions of this agreement.

17. **Recording:** After approval of this agreement by Avon and the County, as provided for in this agreement, Avon will record this agreement in the Office of the Recorder of Hendricks County, Indiana and provide the County a copy of the recorded agreement.

18. **Filing with State Board of Accounts:** No later than sixty (60) days after this agreement takes effect, Avon and the County will file this agreement with the State Board of Accounts for audit purposes.

19. **General:** This agreement contains the parties' entire agreement. No verbal agreements are enforceable. This agreement is binding upon and will inure to the benefit of the parties. This agreement may not be assigned.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates shown below.

Town of Avon, Indiana

By: _____

Dawn Lowden
Town Council President

Date: _____

Attest: _____

Julie Loker
Avon Clerk-Treasurer

Date: _____

Hendricks County, Indiana

By: Dennis W. Dawes

Dennis W. Dawes
Board of Commissioners President

Date: 09/23/2025

Attest: Ann Stark

Ann Stark
Hendricks County Auditor

Date: 09/23/2025