

RESOLUTION 2016-08 (Revised)

Agreement for Transfer of Roadway Jurisdiction to the Town of Avon

WHEREAS, the Indiana Department of Transportation (hereinafter referred to as INDOT) has entered into an agreement dated December 13, 2013 with the County, the Town, and the Town of Brownsburg to transfer portions of State Road 267 to said local entities and paid certain funds to the local entities that can be used for construction of improvements to this roadway; and,

WHEREAS, the parties are desirous of transferring said responsibility for certain sections of Avon Avenue (formerly known as SR 267) originally transferred to the County to the Town; and,

WHEREAS, the parties wish to cooperate in the realization of the Project;

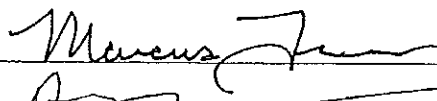
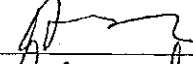
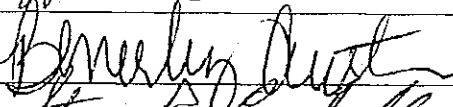
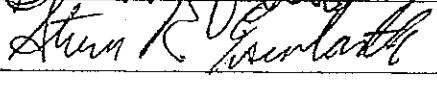
WHEREAS, Indiana Code 36-1-7 permits interlocal agreements between governmental entities.

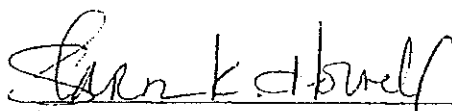
NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF AVON, INDIANA AS FOLLOWS:

That the attached Agreement for transfer of Roadway Jurisdiction is approved.

This resolution is hereby passed and adopted this 10th day of March, 2016.

TOWN COUNCIL OF AVON, INDIANA


 Attest

AGREEMENT FOR TRANSFER
OF ROADWAY JURISDICTION
AVON, INDIANA

This Agreement entered into and approved by the parties on the dates set out herein, between Town of Avon, Indiana (hereinafter referred to as "**Town**"), and the County of Hendricks (hereinafter referred to as "**County**");

WITNESS THAT:

WHEREAS, the Indiana Department of Transportation (hereinafter referred to as **INDOT**) has entered into an agreement dated December 13, 2013 with the County, the Town, and the Town of Brownsburg to transfer portions of State Road 267 to said local entities and paid certain funds to the local entities that can be used for construction of improvements to this roadway; and,

WHEREAS, the parties are desirous of transferring said responsibility for certain sections of Avon Avenue (formerly known as SR 267) originally transferred to the County to the Town; and,

WHEREAS, the parties wish to cooperate in the realization of the Project;

WHEREAS, Indiana Code 36-1-7 permits interlocal agreements between governmental entities.

NOW, THEREFORE, the parties mutually agree as follows:

1. The County shall with this agreement transfer all rights and responsibilities granted to it by the Agreement referenced above for the following sections of Avon Avenue, totaling 0.49 miles:

- a. Beginning at a property corner north of CR 150 South (RP 12.06) and continuing to CR 100 South (RP 12.37), length 0.31 miles.
 - b. Beginning at a property corner north of Juliet Drive (RP 14.08) and continuing to a property corner north of Woodridge Drive (RP 14.26,) length 0.18 miles.
2. The County shall pay to the Town funds equal to the amount per mile paid as part of the original INDOT agreement for reconstruction and for maintenance, prorated as follows:
 - a. Reconstruction @ \$224,595/mile x 0.49 miles = \$110,051.55
 - b. Maintenance @ \$42,672/mile x 0.49 miles = \$ 20,909.28

Total	\$130,960.83
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3. Notwithstanding this agreement, the rights and responsibilities of both parties are as stipulated in the original INDOT agreement.
4. The parties represent that they have the authority to enter into this Agreement.
5. Any disputes arising from this Agreement shall be resolved by the chief executives of each part or their respective designees. If said persons are not able to resolve the dispute, the parties shall submit the dispute to mediation or other mutually agreed upon alternate dispute resolution technique.
6. This Agreement sets forth the entire agreement between or among the parties. The parties shall not rely or seek to enforce any other written or oral

agreements between or among the parties, if said written or oral agreements should exist.

7. This Agreement is the result of negotiations between the parties and their respective legal counsel, and no party shall be deemed to be the drafter of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party.

IN WITNESS WHEREOF, the parties to this Agreement have approved this Agreement on the dates set out below.

TOWN OF AVON

Date: 3-10-16

Maryanne T...
[Signature]
Bonnylynn Aust
Steve K. [Signature]

ATTEST:

Sharon K. Howell
Sharon Howell, Clerk-Treasurer

CONTY OF HENDRICKS BY ITS
BOARD OF COMMISSIONERS

Date: 4/12/16

Bob [Signature]
[Signature]
Phyllis A. Palmer

ATTEST:

Cinda Kattau
Cinda Kattau, Auditor