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TOWN OF WHITESTOWN, INDIANA
RESOLUTION NO. 2016-24

RESOLUTION OF THE TOWN OF WHITESTOWN AUTHORIZING AN INTERLOCAL AGREEMENT WITH BOONE COUNTY FOR IMPROVEMENT AND CONSTRUCTION OF COUNTY ROAD 300S/400S CONNECTOR

WHEREAS, the Town of Whitestown and Boone County desire to enter into an interlocal agreement for the improvement and construction of the County Road 300S/400S Connector; and

WHEREAS, the terms for the improvement and construction of the County Road 300S/400S Connector are set forth in the Interlocal Agreement attached hereto as Exhibit A.

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

The Town Council hereby approves the Interlocal Agreement attached hereto as Exhibit A and incorporated herein by reference, and authorizes execution of the same.

PASSED AND ADOPTED BY THE WHITESTOWN, INDIANA, TOWN COUNCIL THIS 11TH DAY OF MAY, 2016.

THE TOWN COUNCIL OF THE TOWN OF WHITESTOWN, INDIANA	YAY/NAY
Eric Miller, President	Yes
Susan Austin, Vice-President	Yes
Kevin Russell	
Clinton Bohm	Yes
Jeffrey Wishek	Yes

ATTEST:

Matthew Sumner, Clerk-Treasurer
Town of Whitestown, Indiana
2995100

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INTERLOCAL AGREEMENT BETWEEN BOONE COUNTY AND THE TOWN OF WHITESTOWN FOR THE IMPROVEMENT AND CONSTRUCTION OF COUNTY ROAD 300S/400S CONNECTOR

This Interlocal Agreement is entered into by and between the County of Boone, acting through its Board of Commissioners and Council ("Boone County"), and the Town of Whitestown, acting through its Town Council ("Whitestown"). This Agreement is effective upon adoption by both parties and recording/filing as may be required by applicable law.

WHEREAS, certain portions of the proposed County Road 300S/400S Connector to be constructed by Boone County, generally located between the CR 650E (Main Street) and 400S intersection and CR 300S, are to be located within the Town of Whitestown ("The Connector"); and

WHEREAS, portions of The Connector are located within an economic revitalization area to provide, in part, for improvements to the Connector; and

WHEREAS, the parties desire to enter into this Agreement for the construction and improvement of The Connector utilizing available funds, a portion of which may be provided through grants or allocation from federal or state funds to Boone County; and

WHEREAS, Indiana Code provides that Boone County and Whitestown may enter into this Interlocal Agreement pursuant to Indiana Code 36-1-7 et. seq.

NOW, THEREFORE, pursuant to Indiana Code 36-1-7 and in consideration of the mutual promises and considerations contained herein, the parties hereby agree as follows:

1. The term of this Agreement shall be four (4) years.

2. Boone County, through the Boone County Highway Department, shall be responsible for the construction of The Connector as delineated in DES# 1383408 and for the maintenance and operation during the completion of construction, all in accordance with state law and the County's current maintenance schedule for providing such services.

3. Boone County shall take all reasonable and appropriate steps to timely apply for federal/state funds through the Indiana Department of Transportation ("INDOT") to construct and/or make the improvements to The Connector generally identified in the preliminary engineering drawings prepared by American Structurepoint on DES #1383408 ("Improvements"). Upon the receipt of any funds for the Improvements,

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Boone County shall be responsible for managing the engineering, right of way acquisition services and management, bidding, and Improvements to The Connector in accordance with applicable law. The Improvements shall be completed during the term of this agreement, unless a different timeline is agreed to by the parties in writing.

4. Boone County and Whitestown will receive budgeted and appropriated motor vehicle highway account, local road and street account, vehicle excise tax, and such other funds, taxes, or levies directly allocable to road mileage for their respective inventory of road and streets in Boone County and Whitestown, such that Boone County will receive any such funding in a proportionate share equal to allocable road mileage for The Connector of the inventory of road and streets in Whitestown paid by the State of Indiana during the term of this Agreement, and such allocated funds shall be used, pursuant to state law, for Boone County to perform its responsibilities with respect to The Connector under this Agreement.

5. The Agreement shall be administered by a joint board composed of: (i) the President of the Boone County Board of Commissioners; and (ii) the President of the Whitestown Town Council.

6. Boone County shall be responsible for the financing, budgeting, staffing, supplying, and implementation of the Improvements and maintenance to The Connector as contemplated by this Agreement, pursuant to I.C. 36-1-7-3. The treasurer or appropriate disbursing officer for Boone County shall be responsible for receiving, disbursing, and accounting for all monies under this Agreement.

7. Boone County will be responsible for paying initial right-of-way acquisition costs and submitting necessary documentation to receive partial reimbursement from awarded federal funds. The parties anticipate that the Improvements will be funded using an 80/20 grant/match program through INDOT, with estimated local right-of-way acquisition match costs of $120,000. Whitestown agrees to be responsible for and reimburse Boone County for the twenty percent (20%) local match portion of the right-of-way acquisition costs necessary for the Improvements, up to an amount not to exceed a total reimbursement from Whitestown of $210,000. For purposes of this Agreement, "right-of-way" acquisition costs subject to reimbursement by Whitestown include only payments to landowners for the fair market value of acquiring their property interest. Boone County shall hold title to the right-of-way during the term of this Agreement and/or the completion of the Improvements. At the completion of the Improvements or expiration/termination of this Agreement, the right-of-way shall be conveyed to Whitestown free and clear of encumbrances.

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8. This agreement shall continue in full force and effect until either party seeks termination by six (6) months written notice. Following expiration of the Agreement under Section 1, or termination under this Section, Boone County shall account for all funds under this Agreement and shall either complete the Improvements to The Connector (using the federal or state funds granted for that purpose) or distribute the funds to Whitestown (e.g., the respective MVH, LRS, tax funds, etc.)

9. Upon approval, this Agreement shall be recorded and filed as required by I.C. 36-1-7-10.

IN WITNESS WHEREOF, we have hereunto set our hands this 15 day of June, 2016.

TOWN COUNCIL OF WHITESTOWN, INDIANA.

Eric Miller

Eric Miller, President

ATTEST:

Matt Sumner

Matt Sumner, Town Clerk-Treasurer

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IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2016.

BOARD OF COMMISSIONERS,
BOONE COUNTY, INDIANA

_____
Jeff Wolfe, President

_____
Donald Lawson

_____
Marc Applegate

ATTEST:

_____
, Auditor

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IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2016.

BOONE COUNTY COUNCIL

_____	_____
Steve Jacob, President	Tom Santelli
_____	_____
Marcia Wilhoite, Vice President	Debby Shubert
_____	_____
John Hume	Kevin Van Horn
_____	
David Rodgers	

ATTEST:

_____

, Auditor