

## **AGREEMENT CONCERNING ROAD CONVERSION COST REIMBURSEMENT**

### County Road 300 East

This Agreement Concerning Road Conversion Reimbursement (“Agreement”) is entered into by and between Boone County, Indiana (“Boone County”), and the Town of Whitestown, Indiana (“Whitestown”).

WHEREAS, Boone County is undertaking a project for road conversion of S County Road 300 E from CR 400 S to CR 500 S (the “Project”); and

WHEREAS, S County Road 300 E generally located between E County Road 400 S and E County Road 500 S more particularly described in Exhibit A (the “Whitestown Segment”), is located within Whitestown’s municipal boundaries; and

WHEREAS, approximately 36% of the Project includes the Whitestown Segment.

WHEREAS, the parties desire to enter into this Agreement for Boone County to also provide for the conversion of the Whitestown Segment as part of Boone County’s Project.

NOW, THEREFORE, in consideration of the mutual promises and considerations contained herein, the parties hereby agree as follows:

1. Boone County shall be responsible for converting the Whitestown Segment, all in accordance with state law and Boone County’s current Project schedule for providing such services (the “Improvements”).
2. Whitestown shall pay its proportional, pro-rated share for the Whitestown Segment of Boone County’s total actual material costs for the Project (the “Costs”), with a NTE amount of \$53,000 and subject to written pre-approval of such Costs by the Whitestown Public Works Director. Whitestown will reimburse Boone County for its actual costs incurred for the Improvements to the Whitestown Segment, and Boone County will be responsible for timely invoicing Whitestown for the Costs. Whitestown shall reimburse Boone County within forty-five (45) days of invoicing for the Costs. Whitestown shall be responsible for the future maintenance of the project after the conversion of the road.
3. If Boone County anticipates that the Costs will exceed the NTE amount, Boone County must obtain Whitestown’s written advanced consent in order to obtain reimbursement for any amount exceeding the NTE amount.
4. Boone County shall be responsible for managing any necessary engineering or bidding processes associated with the Project and the Improvements to the Whitestown Segment in accordance with applicable law. Further, Boone County shall be

responsible for the financing, budgeting, staffing, supplying, and implementing the Improvements to the Whitestown Segment. The treasurer or appropriate disbursing officer for Boone County shall be responsible for receiving, disbursing, and accounting for all monies 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. This Agreement shall continue in full force and effect until either party seeks termination by thirty (30) days written notice.

[Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

TOWN COUNCIL OF WHITESTOWN,  
INDIANA.

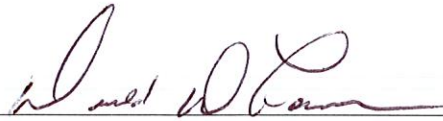
\_\_\_\_\_  
Eric Nichols President

ATTEST:

\_\_\_\_\_  
Matthew Sumner, Town Clerk-Treasurer

IN WITNESS WHEREOF, we have hereunto set our hands this 5<sup>th</sup> day of June, 2023.

BOARD OF COMMISSIONERS,  
BOONE COUNTY, INDIANA

  
\_\_\_\_\_  
Donald Lawson

  
\_\_\_\_\_  
Jeff Wolfe

  
\_\_\_\_\_  
Tim Beyer

ATTEST:

  
\_\_\_\_\_  
Debbie Crum, Auditor

# 437164 Exhibit A

