

ORDINANCE NO. 2022-5

**AN ORDINANCE AUTHORIZING EXECUTION AND DELIVERY OF A
MEMORANDUM OF AGREEMENT BETWEEN
THE CONSOLIDATED CITY OF INDIANAPOLIS AND
THE TOWN OF MERIDIAN HILLS FOR THE TRANSFER OF STREETS**

WHEREAS, pursuant to Indiana Code § 8-23-4-12, a town legislative body may, by entering into a memorandum of agreement with another unit of government, transfer roads or streets to the other party to the memorandum of agreement; and,

WHEREAS, a memorandum of agreement must state the purpose of the transfer, the effective date of the transfer, and the conditions agreed to by the signers; and

WHEREAS, the City of Indianapolis (the "City") and the Town of Meridian Hills (the "Town") desire to enter into a memorandum of agreement to transfer roads and streets from the Town to the City; and

WHEREAS, the City has proposed a Memorandum of Agreement, attached as Exhibit A to this Ordinance, attached hereto and incorporated herein (the "Memorandum of Agreement"); and

WHEREAS, the Town Council desires hereby to approve the Memorandum of Agreement, and to ratify the execution of the Memorandum of Agreement by the President of the Town Council (the "President"); and

WHEREAS, the Town Council of the Town (the "Town Council") desires to authorize the Town Council President to take all required actions to satisfy the transfer described in the Memorandum of Agreement; and

WHEREAS, the Town Council finds it in the best interest of the Town to transfers the roads and streets pursuant to the Memorandum of Agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MERIDIAN HILLS:

Section 1. The execution by the President of the Memorandum of Agreement, which Memorandum of Agreement has been reviewed by the Town Council, is hereby authorized, approved, and ratified.

Section 2. The President and other appropriate Town officials are hereby directed to take all required actions to proceed with the transfer of roads and streets as described in the Memorandum of Agreement.

Section 3. This Ordinance shall be in full force and effect from and upon its adoption in accordance with the law effective with the transfer of roads and streets becoming effective on January 1, 2023.

Passed by the Town Council of the Town of Meridian Hills, this 14th day of November,
2022.

By: Walter B. Freihofer
Walter Freihofer, President

By: Colleen M. Field
Colleen Field, Council Member

By: Zach Gordon
Zach Gordon, Council Member

By: Greg Jacoby
Greg Jacoby, Council Member

By: Cole Marr
Cole Marr, Council Member

ATTEST:

James Rush
James Rush, Clerk-Treasurer

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CONSOLIDATED CITY OF INDIANAPOLIS
AND
THE TOWN OF MERIDIAN HILLS
FOR THE
TRANSFER OF STREETS**

This Memorandum of Agreement ("Agreement") is entered into by and between the **Consolidated City of Indianapolis and Marion County, Indiana, by and through its Department of Public Works ("Indianapolis")**, and the **Town of Meridian Hills, Indiana ("Meridian Hills")** pursuant to Indiana Code § 8-23-4-12.

RECITALS

WHEREAS, Indianapolis and Meridian Hills are each municipalities, and as such each has jurisdiction over the bridges, streets, alleys, sidewalks, watercourses, sewers, drains, and public grounds inside its corporate boundaries pursuant to and consistent with I.C. § 36-1-3-9, I.C. § 36-3-2 *et. seq.*, and similarly applicable statutes; and

WHEREAS, per I.C. § 8-23-4-1, there are five categories of roads that make up the Indiana highway and street system: (1) the state highway system, (2) a county arterial highway system in each county, (3) a county local highway system in each county, (4) a municipal arterial street system in each municipality, and (5) a municipal local street system in each municipality; and

WHEREAS, pursuant to I.C. 8-14-1 and 8-14-2, counties and municipalities receive allocations of motor vehicle fuel and related tax revenues collected by the State of Indiana (collectively "Motor Vehicle Tax Revenue") to be used for the construction, reconstruction, repair and maintenance of the highways and streets within their jurisdiction; and

WHEREAS, said allocation and distribution of Motor Vehicle Tax Revenue to counties and municipalities is the responsibility of the Indiana Department of Transportation (INDOT); and

WHEREAS, according to INDOT records, there are several municipal arterial and local street segments for which Meridian Hills receives Motor Vehicle Tax Revenue allocations but that the parties believe should be under the jurisdiction and control of Indianapolis; and

WHEREAS, pursuant to I.C. § 8-23-4-12, streets may be transferred between systems upon both the transferring agency or unit of government and the agency or unit assuming jurisdiction over the street entering into a memorandum of agreement to that effect which states the purpose of the transfer, the effective date of the transfer and any conditions agreed to by the signers; and

WHEREAS, the parties enter into this Agreement to memorialize the transfer of the street segments identified herein from Meridian Hills to Indianapolis so that Indianapolis may take jurisdiction over them and receive Motor Vehicle Tax Revenue allocations for them.

NOW THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Agreement by reference, and the terms and conditions set forth below, the parties agree as follows:

1. Transfer of Streets. Meridian Hills hereby agrees to transfer to Indianapolis those street segments identified on Exhibit A, attached hereto and incorporated herein (the "Transferred Streets").

2. Acceptance of Streets. Indianapolis hereby agrees to accept the Transferred Streets.

3. Effective Date of Transfer. The effective date of the transfer of the Transferred Streets from Meridian Hills to Indianapolis shall be January 1, 2023 (the "Effective Date").

3. Responsibilities of Indianapolis Upon Transfer. Beginning on and continuing after the Effective Date, Indianapolis shall have jurisdiction and control over the Transferred Streets and shall be responsible for the construction, reconstruction, maintenance, and operation thereof.

4. Gasoline Tax Allocations to Indianapolis Upon Transfer. Beginning on and continuing after the Effective Date, Indianapolis shall receive allocations of Motor Vehicle Tax Revenue from INDOT for the Transferred Streets.

5. Notification to INDOT. Upon full execution of this Agreement, Indianapolis shall notify INDOT that the parties have entered into this Agreement and shall provide INDOT with a copy of this Agreement and any other documentation required of INDOT to assure that Indianapolis is allocated Motor Vehicle Tax Revenue for the Transferred Streets on and after the Effective Date.

6. Meridian Hills to Cooperate. Meridian Hills agrees to cooperate with Indianapolis and INDOT to provide any additional information that INDOT may require to assure that the Transferred Roads are transferred to Indianapolis and that Indianapolis is allocated the Motor Vehicle Tax Revenue for the Transferred Streets on and after the Effective Date.

7. Modification. The parties may alter, change, or amend the terms and conditions of this Agreement only by mutual written agreement signed by an authorized representative of each party.

8. Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties with respect to its subject matter hereof, supersedes any prior discussions, negotiations, and understandings between them, and cannot be altered, changed, or amended except as provided for in Section 7 hereof. The parties acknowledge that neither Meridian Hills or Indianapolis, nor any of their respective officers, employees, or agents, have made any representations relied upon by the other party except as contained herein.

9. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Indiana. This Agreement shall include, and incorporate by reference, any provision, covenant, or condition required or provided by law or by regulation of any state or federal regulatory or funding agency. Suit, if any, shall be brought in a court of competent jurisdiction in the State of Indiana, County of Marion.

10. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates specified below.

[The remainder of this page left blank intentionally – signature pages to follow]

TOWN OF MERIDIAN HILLS, INDIANA

By: _____

Date: _____

Printed: _____

Title: _____

**CONSOLIDATED CITY OF INDIANAPOLIS AND MARION COUNTY, INDIANA,
by and through its Department of Public Works**

By: _____

Amanda N. Ortman, Acting Director

Date: _____

Approved for Execution:

By: _____

Ken Clark, City Controller

Date: _____

Approved as to Form and Legality:

By: _____

Robert M. Frye, Special Assistant
Corporation Counsel

Date: _____