



Department of Engineering

January 10, 2023

Board of Public Works & Safety
10 South State Street
Greenfield, IN 46140

Dear Members,

We are currently under design for two new roundabouts – Davis Rd & Morristown Rd and CR 300 N & Fortville Pike and a water main extension along Morristown Pike from Davis Rd to Brandywine Ridge. Since these are on the boundary between the City and the County, we need to enter into an interlocal agreement with Hancock County. The attached agreement outlines that the City will be responsible for all costs associated with acquiring any land within the County and that the County consents to the City acquiring land from properties located in the County for these specific projects.

I would like to ask for approval of the attached interlocal agreement with Hancock County regarding land acquisition on the two new roundabouts and water main extension mentioned above. Mr. Morelock will route this agreement to the other signatories over the next few months to complete its execution.

Sincerely,

A handwritten signature in black ink that reads "Jason Koch". The signature is written in a cursive, flowing style.

Jason A. Koch, P.E.
City Engineer

INTERLOCAL AGREEMENT

An Interlocal Agreement by Hancock County, Indiana, and the City of Greenfield, Indiana, related to three (3) capital Projects to be constructed on the boundary line between the City of Greenfield and Hancock County, Indiana.

WHEREAS, the City of Greenfield, Indiana is in the process of contracting for the design, funding, and construction of a roundabout at the intersection of Franklin Street and County Road 300 North, and Davis Road and Morristown Pike and a water main extension along Morristown Pike from Davis Road to Brandywine Ridge within Greenfield, Indiana; and

WHEREAS, in the course of said designing, funding, and construction, a need may arise for the transfer, granting or acquisition of right-of-way in areas under the jurisdiction of Hancock County; and

WHEREAS, all parties agree that the construction of a roundabouts and a water main extension at the aforementioned intersections is in the best interest of the health, safety, and welfare of the citizens of Greenfield, Indiana, and Hancock County, Indiana, that entry into an Interlocal Agreement regarding the granting and/or acquisition of right-of-way is beneficial to all parties, and that said Agreement shall be as set forth below:

AGREEMENT

NOW, THEREFORE, Hancock County, Indiana and the City of Greenfield, Indiana, in consideration of the foregoing and the following mutual promises, representations and obligations contained herein agree as follows:

1. REPRESENTATIONS

Each party represents to the other parties that:

- a. The party has all requisite power and authority to carry out the obligations set forth in this Agreement.
- b. The party has the power, authority, and legal right to enter into and perform its obligations set forth in this Agreement.
- c. This Agreement has been duly entered into and delivered and constitutes a legal valid, and binding obligation of the party, enforceable by its terms and the party is estopped from making a claim based upon the unenforceability of this Agreement.

2. OBLIGATIONS OF THE CITY OF GREENFIELD, INDIANA

The City of Greenfield, Indiana shall be the lead agency on the Projects and shall perform the following services:

- a. Perform all activities and be financially responsible for all costs necessary to design and construct the Projects.
- b. Be financially responsible for all reimbursable utility costs on the portion of the Projects located within Hancock County, Indiana.
- c. Acquire all necessary property interests required for the portion of the Projects located within Hancock County, Indiana.
- d. Prepare, file, prosecute, and be solely financially responsible for the costs for eminent domain cases related to property interests required for the portion of the Projects located within Hancock County, Indiana. The costs associated with such activities shall include, but not be limited to, the costs of preparing, filing and prosecuting any eminent domain cases, all court costs associated with said cases, all other litigation related costs, all expert witness fees, and the costs of any purchase, judgment, or settlement.
- e. Comply with all applicable rules, regulations, ordinances, statutes, and law.
- f. Obtain all necessary permits for Projects.
- g. Provide land acquisition services for the Projects.
- h. Perform all environmental due diligence, testing and remediation associated with the Projects, and assume financial responsibility for all of these activities and their respective results.
- i. Arrange for bid and award contract for Projects.
- j. Provide construction inspection.

3. MAINTENANCE

- a. Upon completion of the projects and compliance by the City of Greenfield, Indiana, of all terms and conditions of the Agreement, the City of Greenfield, Indiana shall be responsible for current and future maintenance of that portion of the Projects falling within its own jurisdiction.

4. OBLIGATIONS OF HANCOCK COUNTY, INDIANA

Hancock County, Indiana shall provide the following authority and services:

- a. Consent to the exercise of eminent domain by the City of Greenfield, Indiana within Hancock County, Indiana.

- b. Cooperate in providing the City of Greenfield, Indiana with assistance necessary to acquire legal right-of-way property required for the Projects.
- c. Respond to any notification or submittal by the City of Greenfield, Indiana within fourteen (14) days of said notification or submittal. Failure to respond shall be deemed approval.
- d. Upon completion of the Projects and compliance by the City of Greenfield, Indiana of all terms and conditions of the Agreement, Hancock County, Indiana shall be responsible for current and future maintenance of that portion of the Projects falling within its own jurisdiction with the exception of any utility infrastructure owned by the City of Greenfield, Indiana.

Notwithstanding any provision in this Agreement to the contrary, Hancock County, Indiana shall not be financially responsible for any costs in any way associated with the Projects.

5. EFFECTIVE DATE

This Agreement shall be effective upon the latest date of:

- a. Signing by the parties hereto; or
- b. The passage of appropriate resolutions and ordinances and recordation of this Agreement with the Hancock County Recorder.

6. TERM OF AGREEMENT

This Agreement shall be in effect until such time as the Projects are completed. However, this Agreement shall terminate December 31, 2025 if it has not been otherwise terminated or extended. This Agreement may otherwise be terminated, or may be extended, only by a written agreement signed by all the parties. If the Projects are not finally completed within the above time period, the parties will cooperate to extend the Agreement.

7. LAND ACQUISITION

As specified in paragraph 2, the City of Greenfield, Indiana shall be responsible for providing all land acquisition services and work for the Projects. Hancock County, Indiana, pursuant to I.C. 36-1-7-2 and I.C. 36-1-3-9(c) hereby authorizes the City of Greenfield, Indiana, for the limited purpose of the acquiring right-of-way for the Projects only, to exercise the power of eminent domain with the boundaries of Hancock County, Indiana.

8. RECORDING AND FILING

This Agreement shall be recorded in the Office of the Recorder of Hancock County, Indiana, filed with the Indiana State Board of Accounts within sixty (60) days of its execution, and filed with the Hancock County Auditor.

9. INTERPRETATION

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 whole, according to its fair meaning, and not strictly for or against either party.

SO AGREED this _____ day of _____, 2023.

**COMMON COUNCIL OF THE
CITY OF GREENFIELD, INDIANA**

**GREENFIELD BOARD OF PUBLIC
WORKS AND SAFETY**

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ATTEST:

Lori Elmore, Clerk-Treasurer

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