

PLAINFIELD TOWN COUNCIL

RESOLUTION 2020-09

**A RESOLUTION APPROVING AN INTERLOCAL
COOPERATION AGREEMENT WITH TOWN OF AVON**

WHEREAS, the Town of Avon has developed plans for improvements to County Road 100 South from Dan Jones Road to Ronald Reagan Parkway;

WHEREAS, a portion of the improvements are within the jurisdiction of the Town of Plainfield;

WHEREAS, Avon and Plainfield recognize that improvements to County Road 100 South will provide benefits to the residents of both Towns;

WHEREAS, Avon and Plainfield agree that these benefits are best accomplished through mutual cooperation;

WHEREAS, Avon and Plainfield signed a Letter of Intent in November, 2019, that stated their intent to enter in to an Interlocal Cooperation Agreement regarding the improvements for County Road 100 South;

WHEREAS, the Interlocal Cooperation Agreement signed by the Parties that outlines the responsibilities of each party to the agreement is attached as Exhibit A.

IT IS THEREFORE, RESOLVED THAT:

This Resolution and the attached Interlocal Cooperation Agreement is approved and will become effective upon its adoption by the Plainfield Town Council on February 10, 2020 because Avon has adopted a reciprocal resolution approving the agreement on January 23, 2020.

The Resolution is hereby passed and adopted this 10th day of February, 2020.

TOWN COUNCIL, TOWN OF PLAINFIELD
HENDRICKS COUNTY, INDIANA



Robin G. Brandgard, President



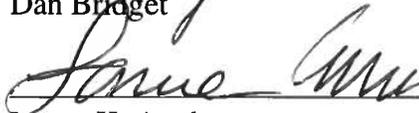
Bill Kirchoff, Vice-President



Kent McPhail



Dan Bridget



Lance K. Angle

Attested by:



Mark J. Todisco, Clerk-Treasurer
of the Town of Plainfield

EXHIBIT A

**COUNTY ROAD 100 SOUTH
INTERLOCAL COOPERATION AGREEMENT**

THIS AGREEMENT, made and entered into by and between the Town of Avon, Indiana (Avon) and the Town of Plainfield, Indiana (Plainfield) is to witness that:

WHEREAS, Avon has developed proposed project plans to improve County Road 100 South between Dan Jones Road and Ronald Reagan Parkway (the Project); and

WHEREAS, Avon has jurisdictional authority over a majority of the length of the Project and has taken the lead in overseeing the Project; and

WHEREAS, Plainfield has jurisdictional authority over a minority of the length of the Project and has worked with Avon in the design and coordination of the Project; and

WHEREAS, Avon and Plainfield share corporate boundary limits along existing County Road 100 South in the Project area; and

WHEREAS, Avon and Plainfield recognize that improvements to County Road 100 South will provide benefits to the residents of both towns and to the traveling public and that these improvements will enhance roadway safety, improve the quality of life and encourage economic development in and around the Project area; and

WHEREAS, Avon and Plainfield agree that the realization of these mutual benefits are best accomplished through mutual cooperation in the development of the Project; and

WHEREAS, Avon and Plainfield entered into a Letter of Intent in November, 2019 in which they stated their intention to enter into a future Interlocal Agreement regarding the project; and

WHEREAS, Avon and Plainfield each have the authority, either separately or jointly with other municipalities or other units of local government, to design and construct roads and street, to acquire rights-of-ways, to exercise the right of eminent domain, and to complete projects which are the same as the Project contemplated by the parties in this agreement, and the parties desire to exercise their powers reciprocally and jointly, under Indiana Code §36-1-7-2(a); and

WHEREAS, Avon and Plainfield now wish to formalize their agreement regarding the Project and enter into a binding interlocal governmental cooperation agreement which will articulate the terms and conditions of their agreement.

IT IS, THEREFORE, AGREED that Avon and Plainfield will cooperate in the development of the Project, under the following terms and conditions:

1. Project Summary: The Project will entail a complete reconstruction of County Road 100 South from just east of the existing Dan Jones Road roundabout east to the intersection of County Road 100 South and Ronald Reagan Parkway. The Project will include new pavement, curb and gutter detailing, additional

sidewalks, and a shared use path, replacement of driveways, an underground storm sewer system, and a grass median with trees and landscaping. The Project will widen the existing roadway section from two (2) lanes to four (4) lanes, include additional turn lanes, and will include capacity improvements to the intersection of County Road 100 South and Ronald Reagan Parkway and three (3) new roundabouts. One new roundabout will be at the intersection of County Road 100 South and County Road 900 East (also known as Smith Road). The other two roundabouts will be at new intersections in the Project area. The Project will also include the reconstruction of the south approach of County Road 900 East (Smith Road) at County Road 100 South.

2. Avon's Obligations: Avon agrees to perform the following:

a. Lead Agency: Avon will be the lead agency on the Project and be primarily responsible for advancing the Project through contract agreements with professional consultants, including purchasing public rights-of-way and easements necessary for the Project, bidding the Project for construction, providing for construction inspection services, and making all required filing and applications with State and Federal agencies;

b. Allow Plainfield to Provide Sanitary Service: Avon agrees to allow Plainfield to provide sanitary sewer service inside of Avon's corporate boundary in the following territory: the industrial-zoned and undeveloped area north of County Road 100 South, south of the CSX railyard, west of Sunchase Subdivision, and east of Burnett Woods;

c. Casing for Sanitary Sewer: In the design and construction of County Road 100 South, Avon will provide for a casing for a future sanitary sewer crossing underneath the road near the intersection of County Road 900 East (Smith Road) in a form and manner acceptable to Plainfield;

d. AllPoints Courts Connection: Avon will allow a connection to County 100 South from AllPoints Courts. This connection will be from the south to the east-flanking roundabout;

e. Allow Truck Traffic from the West Flanking Roundabout to Ronald Reagan Parkway: Avon will allow truck traffic on County Road 100 South from the west flanking roundabout, as illustrated on the Project construction plans, east to Ronald Reagan Parkway. Avon will refrain from taking any action to restrict such traffic on this segment of County Road 100 South, except for applicable weight and wide-load restrictions generally applicable on other roads and streets in Avon on similar roadways;

f. No Truck Traffic West of West Flanking Roundabout: Avon will restrict truck traffic on County Road 100 South west of the west flanking roundabout;

g. Access to Industrial-Zoned Area: Avon will provide for a network of public right-of-way or private easements to ensure that all properties contained in the industrial-zoned undeveloped area north of County Road 100

South have full truck access to County Road 100 South. If necessary, to accomplish this, Avon will condemn land adequate to provide for such access;

h. Future Roundabout Connection: Avon will allow for a future connection from the south to the west-flanking roundabout, subject to Avon and Plainfield agreeing on the restrictions which apply to the connection for truck use;

i. Limited Access: Avon will allow right-in/right-out access only for driveways of properties in Plainfield along County Road 100 South. These limited access points will be subject to engineering criteria established by Avon and will include provisions for the restriction of truck use, as appropriate;

j. Funding of New Roadway Connection from AllPoints Parkway to Ronald Reagan Parkway: Avon will fund or secure funding for the design and construction of a new roadway connection from AllPoints Parkway to Ronald Reagan Parkway which is located within Avon's corporate boundary;

k. Allow Additional Connection to AllPoints Parkway: Avon will allow Plainfield to design and construct a new roadway connection from County Road 1050 East to Ronald Reagan Parkway, opposite the proposed connection from AllPoints Parkway provided for in subparagraph j; and

l. Right-of-Way Acquisition: Avon will acquire all rights-of-way necessary to complete the Project, and Avon will initiate and complete

condemnation proceedings, if necessary, in order to obtain necessary right-of-way for the Project. Avon and Plainfield agree that the required rights-of-way will be in the corporate limits of both Avon and Plainfield, and Plainfield consents to Avon acquiring the necessary rights-of-way within Plainfield's corporate boundary by negotiation, condemnation or other legal means

m. General: Avon will use its best efforts to perform its obligations and to otherwise complete the Project.

3. Plainfield Obligations: Plainfield agrees to perform the following:

a. Best Efforts Regarding Sanitary Service: Plainfield will use its best efforts to secure approval from West Central Conservancy District to allow Plainfield to provide sanitary sewer service with adequate capacity for the industrial-zoned undeveloped area north of County Road 100 South, south of the CSX railyard, west of Sunchase Subdivision and east of Burnett Woods;

b. Sanitary Rates: Plainfield will charge sanitary sewer services in the Project area at rates that are consistent with existing and future rates for users outside of Plainfield's corporate boundary of the same user classification;

c. Allow Truck and Vehicle Access: Plainfield will take no action to prohibit truck or vehicle access from utilizing existing rights-of-way connected to County Road 100 South, except that legal restrictions on truck

traffic on County road 900 East (Smith Road) south of Bradford Road, will remain in effect;

d. Allow Avon to Acquire Rights-of-Way: Plainfield will allow Avon to acquire public rights-of-way within Plainfield's corporate boundary for the Project. Plainfield agrees and consents to Avon's acquisition of these rights-of-way within Plainfield's corporate boundary, whether through negotiation, the exercise of the rights of eminent domain or condemnation, or other legal means. Plainfield will execute any and all documents and otherwise assist Avon in the acquisition of rights-of-way for the Project.

e. Access to Industrial-Zoned Area: Plainfield will provide a network of public right-of-way or private easements to ensure that all properties contained in the industrial-zoned, undeveloped areas south of County Road 100 South have full truck access to County Road 900 East (Smith Road);

f. Financial Contribution: Plainfield will contribute funds to Avon for the overall cost of the Project on a pro-rata basis, based upon Plainfield share of linear jurisdictional authority of the corridor compared to the total limits of linear improvements. Plainfield will pay Avon this pro-rata share as follows: Plainfield shall make an initial payment to Avon within 60 days of Avon awarding a construction contract and Plainfield and Avon agreeing on the pro-rata share value. Plainfield's pro-rata share shall not exceed 7% of the overall project costs or \$1,500,000, whichever is lower without an amendment to this Agreement.

g. Additional Financial Contributions: Plainfield will contribute additional funds for actual costs for requested added scope to the Project, including but not limited to:

- i. sidewalks along the south half of County Road 100 South; and
- ii. a roadway connection from AllPoints Court to the east-flanking roundabout.

These additional contributions will be paid by Plainfield to Avon as follows: Plainfield shall make an initial payment for the full estimated cost of construction to Avon within 60 days of Avon awarding a construction contract.

h. Funding of New Roadway Connection from AllPoints

Parkway to Ronald Reagan Parkway: Plainfield will fund or secure funding for the design and construction of a new roadway connection from AllPoints Parkway to Ronald Reagan Parkway, that lies within Plainfield's corporate boundary.

4. Timeline for Project: Avon agrees that construction on the Project will commence in 2020, be substantially completed on or before December 31, 2020, and be completed (final completion) and open for traffic in 2021.

5. AllPoints Parkway to Ronald Reagan Parkway Phase: Avon and Plainfield agree that the timing of the construction for the connection of AllPoints Parkway to Ronald Reagan Parkway may be determined by either or both of the

parties. If either Avon or Plainfield cannot contribute committed funds at the time the connection is proposed to be constructed, then either party will be allowed to proceed with construction of the complete roadway segment, subject to the right to enter into a separate reimbursement agreement with the obligated party.

6. Modification: The terms and conditions of this agreement may be modified only by the execution of a written agreement of the parties.

7. Approvals: This agreement will not be binding upon the parties until both the Avon Town Council and the Plainfield Town Council adopt reciprocal resolutions which approve this agreement;

8. Term of Agreement: The term of this agreement will be from the date it is approved as provided for in paragraph 7 and will end 90 days after the final completion of the Project.

9. Purpose: The purpose of this agreement is for the design, construction, and coordination of the Project, as described in this agreement.

10. Financing and Administration: this agreement provides for sharing of the expense of the Project. The parties do not intend to provide staffing and supplies for the joint project. Each party will provide their own separate staffing and supplies as needed to perform its respective obligations under the terms and conditions of the agreement. To the extent that each party will perform its own obligations, there will be no budget for the joint undertaking;

11. Joint Oversight Board: The Avon Public Works Director and the Plainfield Director of Transportation will serve as the parties' representatives to the Joint Oversight Board. This Board will oversee the project and administration of the agreement. Members of the Joint Oversight Board are not empowered to make appointments to fill vacancies on the Board.

12. Property: The parties do not intend to acquire, hold or dispose of real property or personal property as part of this joint undertaking;

13. Fiscal Officer: The Avon Clerk-Treasurer will serve as the fiscal agent for the joint undertaking and will be responsible for receiving, disbursing and accounting for all monies of the joint undertaking. The Avon Clerk-Treasurer will provide the parties with reports and information upon request;

14. No Attorney-General Approval Required: Because this agreement provides for approval by the fiscal bodies of Avon and Plainfield and delegates to the Avon Clerk-Treasurer the duty to receive, disburse, and account for all monies of the joint undertaking, no approval of the Indiana Attorney is required, as provided for by Indiana Code §36-1-7-4(a);

15. Survival of Covenants: Although this agreement primarily concerns the construction of the Project, the parties agree that the covenants contained in paragraphs 2b, 2c, 2d, 2e, 2f, 2g, 2h, 2i, 2j, 2k, 3b, 3c, 3c, 3h, 5, 16 and 17 will survive and be enforceable by either party after the expiration of the term of this agreement.

16. Breach: In the event that a party breaches this agreement, the non-breaching party must provide notice of the breach to the other party. This notice must specifically state the alleged breach and provide the manner in which the alleged breach may be cured. The party receiving the notice of breach must cure the breach within 15 days of receipt of the notice of breach or at such other time as agreed to by the parties. If the party fails to cure the alleged breach, the non-breaching party may enforce this agreement and is entitled to any and all remedies provided for by Indiana law, including but not limited to damages, injunctive and equitable relief. In addition, the nonbreaching party is entitled to recover from the breaching party reasonable attorney's fees, court costs and the cost of litigation if it files litigation because of the breach. The pursuit of one remedy by a party is not a waiver of the other remedies provided for in this agreement. No action or inaction on behalf of a nonbreaching party will be deemed a waiver of any breach. A waiver of breach must be in writing and provided to the other party.

17. Governing Law: The laws of the State of Indiana control this agreement and any dispute regarding the terms and conditions of this agreement.

18. Recording: After approval of this agreement by Avon and Plainfield, as provided for in this agreement, Avon will record this agreement in the Office of the Recorder of Hendricks County, Indiana and provide to Plainfield a copy of the recorded agreement.

19. **Filing with State Board of Accounts:** No later than sixty (60) days after this agreement takes effect, Avon and Plainfield will file this agreement with the State Board of Accounts for audit purposes.

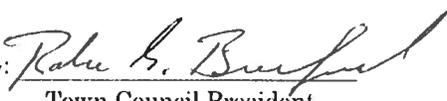
20. **General:** This agreement contains the parties' entire agreement. No verbal agreements are enforceable. This agreement is binding upon and will inure to the benefit of the parties. This agreement may not be assigned.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates shown below.

TOWN OF AVON

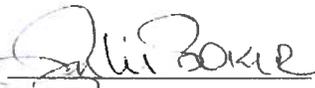
TOWN OF PLAINFIELD

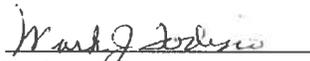
By: 
Town Council President

By: 
Town Council President

Date: 1-23-2020

Date: 1-27-2024

Attest: 
Clerk-Treasurer

Attest: 
Clerk-Treasurer

Date: 1-23-2020

Date: 1-27-2020