

STATE OF INDIANA

BEFORE THE BOARD OF COMMISSIONERS OF FLOYD COUNTY

**Resolution No.** FCR2016-5

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT**

WHEREAS, this Board of Commissioners of Floyd County (hereinafter referred to as the "Board") is the executive body and legislative body of the Floyd County government unit (the "County"); and,

WHEREAS, this Board is aware of the need for storm water management improvements to alleviate surface water drainage that sheets across and/or under County Line from Floyd County and adversely affects properties in and near Deer Run subdivision within the Town; and,

WHEREAS, this Board is further aware that the Town of Clarksville (the "Town"), acting by and through its Town Council, is willing to participate in the funding of the project costs pursuant to the interlocal agreement attached hereto as Exhibit "A"; and,

WHEREAS, this Board now finds that the interlocal cooperation agreement should be approved by the adoption of this Resolution in accordance with the provisions of Ind. Code § 36-1-7-2; and,

WHEREAS, this Board now adopts this Resolution in order to comply with the procedural requirements of said statute.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF FLOYD COUNTY, INDIANA, as follows:**

1. **Approval of Interlocal Cooperation Agreement; Town Commitment.** Pursuant to the provisions of Ind. Code § 36-1-7, *et seq.*, the interlocal cooperation agreement attached hereto as Exhibit "A" is hereby authorized and approved.

2. **Recordation.** In accordance with the provisions of Ind. Code § 36-1-7-6, the Auditor shall record a certified copy of the fully executed interlocal cooperation agreement in the office of the Floyd County Recorder promptly following the later of the approval of the interlocal cooperation agreement by similar resolution adopted by the Town and the final adoption of this Resolution.

3. **Adoption of Resolution; Effective Date.** This Resolution shall be in full force and effect following its adoption, unless such date is extended by applicable Indiana law.

SO RESOLVED by majority vote of the entire membership of this Board of Commissioners of Floyd County, Indiana, taken at a properly convened public meeting held on this \_\_\_\_\_ day of November, 2016.

**BOARD OF COMMISSIONERS OF  
FLOYD COUNTY, INDIANA**

By: \_\_\_\_\_  
Steven Bush, President

*Attested by:*

\_\_\_\_\_  
Scott Clark, Auditor

**EXHIBIT "A"**

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN  
FLOYD COUNTY, INDIANA, AND THE TOWN OF CLARKSVILLE, INDIANA**

## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (hereinafter referred to as this "Agreement") is made by each of the parties hereto as of the date of their respective resolutions confirming approval hereof, and with an effective date of November 1, 2016, by and between:

Floyd County, Indiana, acting by and through its Board of Commissioners ("Floyd County"), with an address of Pineview Government Center, Room 204, 2524 Corydon Pike, New Albany, IN 47150; and,

Town of Clarksville, Indiana, acting by and through its Town Council ("Clarksville"), with an address of Clarksville Town Hall, 2000 Broadway Street, Clarksville, IN 47129.

### *WITNESSETH:*

WHEREAS, Floyd County has identified the need to make certain drainage improvements to protect and improve a section of County Line Road that is under its jurisdiction within the unincorporated territory of Floyd County, Indiana; and,

WHEREAS, the area in which Floyd County proposes to construct such drainage improvements is immediately adjacent to property within the boundaries of Clarksville, and such improvements can be designed and constructed in a manner that will provide benefit to Clarksville; and,

WHEREAS, Floyd County and Clarksville have negotiated and now enter this interlocal cooperation agreement in accordance with the provisions of Ind. Code § 36-1-7, *et seq.*, for purposes of funding the design and construction of the planned drainage improvements in a manner that will provide mutual benefit.

NOW, THEREFORE, Floyd County and Clarksville now agree as follows:

1. Duration of Agreement. This Agreement shall be for a term not to exceed three (3) years, subject only to extension upon subsequent written agreement of the parties.
2. Purpose of Agreement. The purpose of this Agreement shall be for the design, funding, and construction of certain drainage improvements that are more particularly described as follows (the "Project"):

The existing stormwater detention basin for Cobbler's Crossing subdivision will be converted and modified to serve as a fully functional detention basin. The current basin does not provide detention as it is currently configured. The existing basin footprint and berm area will be utilized for the proposed improvements. The proposed improvements will include: (1) deepening the basin approximately 4 – 5 feet to maximize storage, (2) design and construction of a new outlet structure and emergency overflow structure from the basin, and (3) downstream channel improvements from the basin outlet to the existing storm line under County Line Road. The proposed detention basin improvements shall consist of a grass bottom basin, outlet control structure, berm with overflow weir, and a combination of storm pipe and paved ditch to serve as the outlet channel to the existing drainage culvert under County Line Road. Work shall include the acquisition of required easements from property owner(s) to perform all work associated with the proposed improvements.

Floyd County has completed preliminary design efforts which yield flow reductions of approximately 59% for both the 10-year and 100-year storm events at County Line Road (note: these flow reductions are from the portion of the watershed collected by the proposed basin). The preliminary construction cost estimate for the proposed improvements is \$150,000 (a detailed estimate will need to be developed upon completion of final plans).

The location of the proposed Project improvements are more particularly shown in the drawing attached hereto and incorporated herein as Exhibit "A".

3. Manner of Financing the Joint Undertaking. Clarksville shall contribute one-half (50.00%) of the cost of the Project up to the maximum amount of Seventy-five Thousand and No/100 Dollars (\$75,000.00). Floyd County shall bear all costs in excess of Clarksville's contribution.

4. Administration of and Maintenance of the Budget for the Joint Undertaking. Floyd County and its staff, consultants, and contractors shall be responsible for administering this Agreement and designing and constructing the Project. Notwithstanding the foregoing, however, Clarksville shall be entitled to review and approve the final design plans for the project prior to construction, which approval Clarksville shall not unreasonably withhold. Floyd County shall retain sole responsibility for maintenance of the Project improvements subsequent to construction.

5. Methods for Accomplishing Complete Termination of the Agreement and Disposal of Property on Complete Termination. The Agreement shall completely terminate upon completion of the Project. Clarksville acknowledges that that there will be no property to dispose of at the completion of the Project.

6. Miscellaneous. This Agreement shall become effective only by adoption of a substantially identical resolution by the Board of Floyd County Commissioners and the Clarksville Town Council pursuant to the provisions of Ind. Code § 36-1-7-2. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set forth herein. This Agreement shall not create any rights in any person or entity not a party or signatory hereto.

7. Recordation and Filing. Promptly following the approval of this Agreement by the adoption of substantially similar resolutions by the Board of Floyd County Commissioners and the Clarksville Town Council:

a. Clarksville shall record an executed copy of this Agreement with the Clark County Recorder;

b. Floyd County shall record an executed copy of this Agreement with the Floyd County Recorder; and,

c. Floyd County shall file a fully executed copy of this Agreement with the Indiana State Board of Accounts, pursuant to the provisions of Ind. Code § 36-1-7-6.

*[The remainder of this page intentionally left blank. Signature pages follow.]*

So approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the undersigned as duly authorized officers of Board of Commissioners of Floyd County, Indiana, pursuant to the provisions of Resolution No. \_\_\_\_\_ adopted at a duly noticed public meeting held on \_\_\_\_\_, 2016.

**BOARD OF COMMISSIONERS  
OF FLOYD COUNTY, INDIANA**

By: \_\_\_\_\_  
Steven Bush, President

*Attested by:*

\_\_\_\_\_  
Scott L. Clark, Floyd County Auditor

STATE OF INDIANA    )  
                                  ) SS:  
COUNTY OF FLOYD    )

BEFORE ME, the undersigned, a Notary Public in and for the above-named County and State, personally appeared Steven Bush, as the duly authorized president of the Board of Floyd County Commissioners, and Scott L. Clark, as the duly authorized Floyd County Auditor, respectively, and acknowledged the execution of the foregoing Agreement on behalf of Floyd County as its free and voluntary act and deed for the purposes therein stated.

WITNESS my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

My Commission Expires:

\_\_\_\_\_

Resident of \_\_\_\_\_ County

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name



## DECLARATION

*I hereby affirm under the penalties of perjury that I have reviewed the above instrument for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers in accordance with the provisions of Indiana Code §36-2-7.5, and that I am the preparer of the foregoing instrument.*

C. Gregory Fifer, Attorney No. 8121-98

**APPLEGATE FIFER PULLIAM LLC**

428 Meigs Avenue

Jeffersonville, IN 47130

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