

Resolution 2020-19

Resolution Approving Intergovernmental Cooperation Agreement With the City of Crawfordsville for the Shared Road Maintenance

WHEREAS, under prior annexation laws, when the City of Crawfordsville annexed land into the City, the annexed territory line along rights-of-way was the center of the county road or street; and

AND WHEREAS, as a result of these annexations under the prior law, one-half of these “shared roads” are in the City of Crawfordsville and one-half of these shared roads are in jurisdiction of Montgomery County; and

AND WHEREAS, the creation of these shared roads created inefficiencies, including but not limited to the City and County maintaining their respective portions of the shared roads and clearing snow from such roads; and

AND WHEREAS, in the event of a paving or reconstruction project on the shared roads, one-half of the road may be in a different condition, may be temporarily closed, or may be impassable; and

AND WHEREAS, the City and County trucks and other equipment travel the same roads for maintenance, snow clearing and other services; and

AND WHEREAS, the City and County have worked together in order to address these issues and now desire to enter into an interlocal cooperation agreement which authorizes the City to maintain certain segments of the shared roads and authorizes the County to maintain other segments of the shared roads; and

AND WHEREAS, the Board of Commissioners finds that the performance of the interlocal cooperation agreement will promote savings to the County in terms of road maintenance expenses and more efficient delivery of services by the County Highway Department; and

AND WHEREAS, the Board of Commissioners finds that this interlocal cooperation agreement is in the best interests of the citizens of Montgomery County and that it should be approved;

IT IS, THEREFORE, RESOLVED AS FOLLOWS:

1. The attached intergovernmental cooperation agreement regarding the maintenance of shared roads is hereby approved;
2. The President of the Board of Commissioners of Montgomery County is hereby

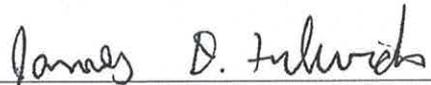
authorized, on behalf of the County, to enter into the Intergovernmental Cooperation Agreement, in order to bind the County to the terms and conditions of said agreement. The President shall also execute all documents necessary to effectuate this agreement and deliver this resolution and agreement to the Mayor of the City of Crawfordsville who will facilitate the approval of a reciprocal resolution by the City Council.

3. The County Attorney will advise the Board of Commissioners of the execution of the Intergovernmental Cooperation Agreement by the City of Crawfordsville;

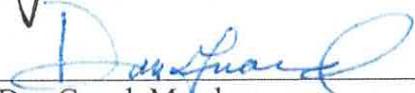
4. Upon approval of the agreement by a reciprocal resolution of the City Council, the Auditor will immediately record the agreement in the Office of the Recorder and file the agreement with the Indiana Department of Local Government Finance within sixty (60) days of its recording.

ADOPTED this 10th day of August, 2020.

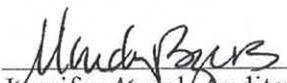
Board of Commissioners of Montgomery County


James D. Fulwider, President


John Frey, Vice President


Dan Guard, Member
Constituting a majority of the Board

ATTEST:


~~Jennifer Ansel, Auditor~~
Mindy Byers, Chief Deputy Auditor

**INTERLOCAL GOVERNMENTAL AGREEMENT FOR THE PROVISION OF ROAD
AND STREET MAINTENANCE AND SNOW CLEARING FOR SHARED ROADS**

WHEREAS, Montgomery County (County) is responsible for road maintenance and snow clearing on County Roads; and

WHEREAS, the City of Crawfordsville (City) is responsible for street maintenance and snow removal on City streets; and

WHEREAS, under prior annexation laws, when the City annexed land into the City, the City boundary along rights-of-way was the center of the road or street; and

WHEREAS, the prior annexation laws, therefore, created "shared roads" in which the City was obligated to maintain one-half of the road and the County was obligated to maintain the other one-half of the same road; and

WHEREAS, after the creation of these shared roads, the conditions on these shared roads differ, and County and City maintenance trucks and snow removal trucks pass each other as they fulfill their respective responsibilities; and

WHEREAS, the County and City have studied how they can increase efficiencies in maintenance and snow removal by having the County assume maintenance and snow removal responsibilities for certain segments of City Streets and by having the City assume maintenance and snow removal for certain segments of County roads; and

WHEREAS, the County and City believe that by coordinating maintenance and snow removal on these shared roads, both will reduce the expense of maintenance and snow clearing; and

WHEREAS, the County and City have agreed to an equitable sharing of these maintenance and snow removal;

IT IS, THEREFORE, AGREED by and between Montgomery County and the City of Crawfordsville that, pursuant to Indiana Code §36-1-7, they agree to provide road and street maintenance and snow removal on the shared road, as shown on the attached exhibit, with the City providing maintenance and snow removal on certain segments of the shared roads, including the one-half of these segments which are in the County, and with the County

providing maintenance and snow removal on certain segments of the shared roads, including the one-half of these segments which are in the City, upon the following terms and conditions:

1. **Term:** The term of this agreement shall be for one (1) years, commencing September 1, 2020.

2. **Administration:** This agreement will be administered by a joint board comprised of the County Highway Superintendent and the City Street Commissioner

3. **Street/Road Maintenance and Snow Removal:** The City will maintain, improve, construct and reconstruct the segments of the shared roads for which it agrees to be responsible, as shown in attachment A, and the County will maintain, improve, construct and reconstruct the segments of the shared roads for which it agrees to be responsible, as shown in attachment A. In the performance of these obligations, each party has discretion as to the extent and frequency of maintenance and snow removal, depending upon the resources available, funds available, needs of other roads and streets, and other relevant factors. In addition, neither party will close, block, abandon, vacate or otherwise hinder the use of the shared roads without the consent of the other party. Each party will bear the expense of maintenance, snow removal, construction and reconstruction of their respective segments of the shared roads, and neither party will be entitled to reimbursement from the other party for these expenses, unless the parties enter into a written agreement for such reimbursement. It is the intention of the parties that each will be responsible for the expenses of the segments of shared roads each has agreed to be responsible for under the terms and conditions of this agreement. To the extent allowed by law, the governmental unit providing services to a particular segment of road may count the road miles for the entire segment as that unit's road miles, and the other unit will not count in its road miles the segments of the shared roads on which it does not provide services.

4. **Equipment:** The County will use its equipment to perform its services, and the City will use its equipment to perform its services. There will be no shared equipment.

5. **Personnel:** There will be no joint employees.

6. **Financial:** There will be no shared funds.

7. **Real Estate:** The parties will own no joint real estate.

8. **Personal Property:** The parties will own no joint personal property.

9. **Custodian of funds:** The parties' do not anticipate having joint funds. But to the extent they do, the Montgomery County Auditor shall be the custodian of all funds.

10. **Termination:** Either party may terminate this agreement by providing the other party written notice of termination at least 90 days prior to the effective date of the termination.

11. **Notices:** Any notices contemplated by this agreement shall be provided to the President of the Board of County Commissioners and the County Attorney for the County and to the Mayor and City Attorney for the City.

12. **Reciprocal Resolution:** The County and City must each adopt reciprocal resolutions approving this agreement prior to this agreement becoming effective.

13. **Authority:** Each person executing this agreement represents that he or she has the legal authority to sign this agreement and to bind his or her party to the terms and conditions of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates noted below:

MONTGOMERY COUNTY

By: James D. Fulwider
James D. Fulwider
President, Board of Commissioners

Date: 8/10/2020

Attest: Mindy Byers
Jennifer Andel, Auditor
Mindy Byers, Chief Deputy Auditor

CITY OF CRAWFORDSVILLE

By: _____
Todd D. Barton
Mayor

Date: _____

Attest: _____
Terri Gadd, Clerk-Treasurer

Attachment A

Division of Shared Roads For Maintenance and Snow Removal

A. County Responsibility

Item	Shared Road	Length of Segment	Description
1	CR 100 West	1,781 feet	From intersection with Lafayette Road to City Limits Northwest on CR 100 West
2	CR 150 East/ CR175 East	113 feet	From Memorial Drive to abandoned bridge
3	CR 50 South	5,665 feet	From Big Four Arch Road to City Limits
4	Concord Road	3,020 feet	Entire Shared segment
5	CR 150 South	2,525 feet	From State Road 231 to U.S. Highway 47
6	Oak Hill Road	1,226 feet	From Old Oak Hill Road to crossing at Fireside
7	Old Oak Hill Road	439 feet	From Lafayette Avenue to Oak Hill Road

B. City Responsibility

Item	Shared Road	Length of Segment	Description
1	CR 150 South	6,588 feet	From Ladoga Road to State Road 231
2	CR 200 East	2,677 feet	From Elmore Street to State Road 136
3	Daugherty Lane	704 feet	From Traction Road to north City boundary
4	Daugherty Lane	380 feet	Entire remaining shared segment
5	Memorial Drive	5,632 feet	From Whitlock Avenue to U.S. Highway 47
6	Schenck Road	2,577 feet	From Big Four Arch Road to Wabash Avenue
7	Traction Road	1,272 feet	Entire shared segment
8	Purple Heart Parkway	1,195 feet	From Walmart to State Road 47