

RESOLUTION NO. 21-13

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WEST LAFAYETTE TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF LAFAYETTE, CITY OF WEST LAFAYETTE, COUNTY OF TIPPECANOE COUNTY AND THE AREA PLAN COMMISSION OF TIPPECANOE COUNTY.

WHEREAS, the Area Plan Commission of Tippecanoe County has submitted a proposed Interlocal Agreement with regard to the purchase, maintenance, and use of traffic counters by and among the City of Lafayette, City of West Lafayette and Tippecanoe County; and

WHEREAS, the Interlocal Agreement establishes the funding for the purchase of said traffic counting equipment based on a combination of Federal Highway Administration Funds, being 80% of the total price and a 20% share of the total price paid by the government entities, based on the share of equipment requested; and

WHEREAS, said Interlocal Agreement provides for the placement of said funds with the Auditor of Tippecanoe County; and

WHEREAS, said Interlocal Agreement provides for further conditions to which the City of West Lafayette is in agreement.

NOW THEREFORE, BE IT RESOLVED, that the Common Council of the City of West Lafayette, Indiana hereby acknowledges the terms and conditions in the attached Interlocal Agreement and agrees to said terms and conditions. The Mayor of the City of West Lafayette, Indiana is hereby directed to sign said Interlocal Agreement on behalf of the Common Council of the City of West Lafayette, Indiana.

INTERLOCAL AGREEMENT

This Interlocal Agreement, pursuant to Indiana Code chapter 36-1-7, is entered into among the Area Plan Commission of Tippecanoe County, City of Lafayette, City of West Lafayette, and County of Tippecanoe. The purpose of this agreement is to provide for the purchasing, maintenance and shared use of traffic counters by and among the parties.

WHEREAS, the Area Plan Commission is charged with developing and maintaining a comprehensive plan for Lafayette, West Lafayette, and Tippecanoe County;

WHEREAS, the Area Plan Commission is designated the Metropolitan Planning Organization (MPO) responsible for transportation planning in Tippecanoe County;

WHEREAS, accurate traffic and road use counts are important for the development and maintenance of such comprehensive plan, and required for systems management under MAP-21;

WHEREAS; the Area Plan Commission presently has insufficient and inadequate equipment to obtain traffic and road use counts;

WHEREAS; certain monies are available from the Federal Highway Administration for assistance in purchasing equipment which can provide accurate traffic and road use counts;

WHEREAS; the parties hereto are desirous of participating in the purchase of equipment which can provide accurate traffic and road use counts;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, Lafayette, West Lafayette, Tippecanoe County and the Area Plan Commission of Tippecanoe County agree as follows:

1. The Area Plan Commission Executive Director shall obtain quotes or bids for the purchase of up to 15 counters and accessories. Upon determination of the total purchase price for said traffic counters, Lafayette, West Lafayette, and Tippecanoe County shall each deposit 20% of the total price of each entity's requested equipment with the Auditor of Tippecanoe County to be placed into the Tippecanoe County Non Reverting Capital Account #401 Traffic/APC for the purchase of such traffic counters.
2. The remaining 80% of the total price shall then be obtained by the Area Plan Commission as matching money from available PL reserves allocated by the Indiana Department of Transportation for use by the Area Plan Commission in Fiscal Year 2014 (UPWP Job #531-Transportation Improvement Program). In the event that such matching funds cannot be obtained, this agreement shall terminate and the monies previously paid by the parties hereto shall be returned.
3. In purchasing such traffic counters, the Area Plan Commission, the MPO, shall fully comply with all requirements of Indiana Law.

4. All traffic counters purchased under this agreement shall become the property of the MPO and assigned a Tippecanoe County property number. Each party shall be assigned for its use a proportionate number of the traffic counters purchased pursuant to this agreement. Any party, hereto may loan any or all of its assigned traffic counters to another party hereto with the consent of the Area Plan Commission.
5. Each party hereto shall provide the Area Plan Commission with all traffic and road use count data as may be requested by the Area Plan Commission. This data will be provided in such format, data dump, or hard copy, as may be required by the Area Plan Commission.
6. Each party hereto shall be responsible for the maintenance, service, and repair of its assigned traffic counters. Maintenance, service, and repair records will be provided to the Area Plan Commission annually for review by INDOT.
7. This agreement shall be in effect until five years after the date of the purchase of such traffic counters unless earlier terminated by the written agreement of all parties hereto. Upon termination, the ownership of the assigned traffic counter shall be transferred to the City of Lafayette, West Lafayette, and County of Tippecanoe.
8. The Area Plan Commission shall be responsible for recording this Agreement with the Tippecanoe County Recorder and filing this agreement with the State Board of Accounts.

WITNESSETH, the elected officials of each of the aforesaid local units of government approve this agreement, and as authorized representatives of their respective units of government pledge cooperation and enter into such agreement as previously authorized and directed.

Sallie Dell Fahey, Executive Director
Area Plan Commission of Tippecanoe County

Date

Tony Roswarski, Mayor, City of Lafayette

Date

John Dennis, Mayor, City of West Lafayette

Date

David Byers, President, Board of Commissioners
Tippecanoe County

Date

Roland K. Winger, President, County Council Tippecanoe
County

Date

FY 2014 Traffic Counter Purchase										
Item	Unit Cost	West Lafayette		Lafayette		Tippecanoe County		APC		Totals
		Number	Total \$	Number	Total \$	Number	Total \$	Number	Total \$	
Apollyon (2 tube)	1,095.00	1	\$1,095.00			2	\$2,190.00			\$3,285
Apollyon (4 tube)	1,295.00	1	\$1,295.00							\$1,295
PicoCounter (Model 2500, 2 tube)	378.00	2	\$756.00	3	\$1,134.00	4	\$1,512.00			\$3,402
PicoCounter (Model 4500, 4 tube)	639.00	1	\$639.00							\$639
Count Buddy	99.00	1	\$99.00	1	\$99.00	1	\$99.00			\$297
Computer Cable	42.00	1	\$42.00	1	\$42.00	1	\$42.00			\$126
100' Mini Tube	\$48.50	1	\$48.50							\$49
4-100' Standard Tubes / box	\$274.00	1	\$274.00			2	\$548.00	1	\$274.00	\$1,096
100' Standard Tube	\$70.00					2	\$140.00			\$140
Chinese Fingers (JAMAR)	4.60			10	\$46.00	16	\$73.60	20	\$92.00	\$212
PK Nails, 2.5" (JAMAR)	24.50			1	\$24.50					\$25
PK Nails 3.5" (JAMAR)	28.75							1	\$28.75	\$29
End plugs (JAMAR)	1.25							30	\$37.50	\$38
Splicers (JAMAR)	1.25							10	\$12.50	\$13
Shipping			\$63.00		\$11.00		\$65.00		\$45.00	\$184
Totals			\$4,311.50		\$1,356.50		\$4,669.60		\$489.75	\$10,827.35
20% LPA Responsible			\$862.30		\$271.30		\$933.92		\$97.95	\$2,165.47
80% MPO PL funds			\$3,449.20		\$1,085.20		\$3,735.68		\$391.80	\$8,661.88
Grand Total										\$10,827.35

10/10/2013

Shipping-West Lafayette, APC and Co. share in JAMAR shipping (\$210) proportional to tube length(WL-26%=\$55, APC-21%=\$45, Co-52%=\$110) and three jurisdictions share proportionally in Picocounter shipping (\$34=\$3.4/counter).
 WL \$55 +\$ 11 = \$63
 Laf = \$11
 Co \$110 + \$12 = \$122
 APC = \$45