

Resolution No. 01-09

Sponsored by:
Mayor John Dennis

**RESOLUTION APPROVING INTERLOCAL
AGREEMENT FOR LINDBERG BRIDGE**

Whereas, Lindberg Road is in need of repair to promote the public safety and encourage economic development, and

Whereas, the Tippecanoe County Commissioners have agreed to provide cumulative bridge funding to effect such repairs, and

Whereas, the City of West Lafayette, its citizens and members of the traveling public will benefit by such repairs, and

Whereas, the Mayor of West Lafayette and the Tippecanoe County Commissioners have agreed to the terms of an Interlocal Agreement, a copy of which is attached hereto.

NOW THEREFORE, be it resolved that the Interlocal Agreement between the City of West Lafayette and the County of Tippecanoe for the construction of the Lindberg Bridge project, as attached hereto, is hereby approved.

INTRODUCED ON FIRST READING ON THE ____ DAY OF _____, 20__.

DULY RESOLVED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE ____ DAY OF _____, 2009, HAVING BEEN PASSED BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED, THE ROLL CALL VOTE BEING:

<u>AYE</u>		<u>NAY</u>
_____	Bunder	_____
_____	Burch	_____
_____	Dietrich	_____
_____	Hunt	_____
_____	Keen	_____
_____	Roales	_____
_____	Thomas	_____

Presiding Officer

Attest:

Judith C. Rhodes, Clerk-Treasurer

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA
ON THE _____ DAY OF _____, 2009, AT THE HOUR OF
_____.

Judith C. Rhodes, Clerk-Treasurer

THIS RESOLUTION APPROVED AND SIGNED BY ME ON THE _____ DAY OF
_____, 2009, AT THE HOUR OF _____.

John R. Dennis, Mayor

Attest:

Judith C. Rhodes, Clerk-Treasurer

**INTERLOCAL AGREEMENT BETWEEN CITY OF WEST LAFAYETTE, AND
TIPPECANOE COUNTY REGARDING LINDBERG BRIDGE**

This Agreement is made by and between the City of West Lafayette (City) and Tippecanoe County (County) and the parties each agree and represent one to the other as follows:

WHEREAS, the City and the County believe that it is advantageous for them to build the Lindberg Bridge; and

WHEREAS, the City and the County desire to establish terms for participation in such project.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

- 1) The County shall contract for a preliminary engineering study for a proposed bridge structure to be known as the Lindberg Bridge and approaches up to 500' on either side thereof (the Project), the total cost of which Project, including preliminary engineering, design and construction shall not exceed \$6.5 Million plus six percent(6%) per annum to cover inflation.
- 2) Upon acceptance of the preliminary engineering study by County and City, and certification by City to County that City has control of the proposed construction site and desires to proceed with design, County will contract for design for the project. The design shall be in accordance with County's design requirements and subject to City's approval of each phase of the design documents.
- 3) The City shall approve preliminary engineering study and design contract before execution. City shall reimburse County for the cost of the preliminary engineering study and design for the project within 60 days after receipt from County of invoices thereof. County shall invoice City as costs are incurred, but not more frequently than monthly.
- 4) County shall pay for all costs of construction of the Project and shall establish and maintain the budget therefor. City shall pay all costs of any preliminary engineering, design or construction which City may choose to undertake which is outside the scope of the Project as defined above.
- 5) The duration of this agreement shall be the earlier of four years from the date of its approval or upon completion of the project.
- 6) The joint board to administer the project shall be composed of the County Highway Engineer and the City Engineer and shall have all powers reasonably necessary to carry out the purpose of this Interlocal Agreement.
- 7) Each entity shall acquire, hold and dispose of real or personal property as reasonably necessary to carry out the purpose of this Interlocal Agreement.
- 8) The County Treasurer shall be responsible for receipt disbursement, budgeting and accounting

for all monies of the joint undertaking.

9) This Interlocal Agreement shall be recorded with the County Recorder and filed with the County Auditor, State Board of Accounts and the Auditor of State.

10) The fiscal bodies of the City and the County have approved this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this _____ day of _____, 2008.

ATTEST:

CITY OF WEST LAFAYETTE, INDIANA

Judith C. Rhodes, Clerk-Treasurer
City of West Lafayette, Indiana

By _____
John Dennis, Mayor
City of West Lafayette, Indiana

**BOARD OF COMMISSIONERS
TIPPECANOE COUNTY, INDIANA**

By _____
David Byers

By _____
John Knochel

ATTEST:

Jennifer Weston, Auditor
Tippecanoe County, Indiana

By _____
Tom Murtaugh