

BILL NO. S-15-01-08

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving INTERLOCAL AGREEMENT - DIEBOLD ROAD IMPROVEMENTS FROM NORTH CLINTON STREET TO DUPONT ROAD between THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA; THE ALLEN COUNTY REDEVELOPMENT COMMISSION; AND THE CITY OF FORT WAYNE, INDIANA in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the INTERLOCAL AGREEMENT - DIEBOLD ROAD IMPROVEMENTS FROM NORTH CLINTON STREET TO DUPONT ROAD by and between THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA; THE ALLEN COUNTY REDEVELOPMENT COMMISSION; AND THE CITY OF FORT WAYNE, INDIANA, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for: project will involve the widening of Diebold Road between North Clinton Street and Dupont road to facilitate new commercial development on the east side of Diebold Road:

involving a total estimated cost of ONE MILLION, EIGHT HUNDRED TWENTY-TWO THOUSAND AND 00/100 DOLLARS - (\$1,822,000.00) - Total cost of project is estimaed to be \$3,644,000.00 and will be shared equally between City and County. A copy of said Agreement is on file with the

Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

INTERLOCAL AGREEMENT

Between and among
the BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA,
the ALLEN COUNTY REDEVELOPMENT COMMISSION,
and the
CITY OF FORT WAYNE, INDIANA
Concerning the
DIEBOLD ROAD IMPROVEMENTS

This Interlocal Agreement, made this _____ day of _____, 2014,
by and among the **Board of Commissioners of the County of Allen, ("COUNTY")** the **City of Fort Wayne, Indiana, by and through its Board of Public Works, ("CITY")**, and the **Allen County Redevelopment Commission, ("COMMISSION")**.

WHEREAS, the COUNTY is designing and constructing certain improvements for Diebold Road from N. Clinton Street to E. Dupont Road (the "Project"), and

WHEREAS, the COMMISSION is in the process of creating the Dupont Corner economic development area (the "Dupont Center EDA") for the purpose of funding the project through periodic payments through a tax incremental funding designation, and

WHEREAS, the COUNTY, the CITY, and the COMMISSION are willing to enter into an interlocal agreement to jointly develop the Project, and

WHEREAS, Indiana Code 36-1-7-12 authorizes political subdivisions to enter into agreements for interlocal cooperation;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows;

1. The COUNTY will serve as the lead agency for the Project, responsible for overall administration and coordination of the design and construction activities.
2. The following individuals are designated as the respective project representatives for County and City, responsible for primary project communications and project coordination:

COUNTY -- County Highway Director
CITY -- City Engineer

3. The COUNTY will execute an agreement with the project engineering consultant for necessary services including engineering and design. Prior to contracting for such services, the parties will mutually assess the need to obtain consulting services for construction engineering and inspection and the terms upon which such services will be obtained. The City and County will provide all right-of-way acquisition and construction inspection services for the Project.

4. The COUNTY and the CITY agree that funding for all costs associated with engineering activities, right-of-way acquisition, and construction activities for the Project will be shared pro-rata between the parties. Such costs are estimated in the following table (estimates and actual costs shall be subject to appropriate adjustment or revision as the Project progresses):

ESTIMATED PROJECT COSTS	Total (100%)	COUNTY Share (50%)	CITY Share (50%)
A. Preliminary Engineering Costs » survey, geotechnical, & design » r/w engineering; permits » bid documents & bid assistance	\$ 302,000	\$ 151,000	\$ 151,000
B. Right-of-Way Acquisition Costs * » r/w acquisition services » land improvements and damages	\$ 650,000	\$ 325,000	\$ 325,000
C. Utility Costs » utility coordination » utility relocation reimbursements	\$ 150,000	\$ 75,000	\$ 75,000
D. Construction Costs » construction » constr. engineering & inspection **	\$2,542,000	\$1,271,000	\$1,271,000
Estimated Total Cost	\$3,644,000	\$1,822,000	\$1,822,000

* Estimated number of right-of-way parcels to be acquired is fourteen (14).

** Construction engineering and inspection costs are estimated at ten percent (10%) of construction estimate.

5. The City shall reimburse the County for the City's share of all Project costs and expenses incurred pursuant to this Agreement upon receipt from the County of invoices for the City's portion thereof, together with copies of the applicable vendor's invoices to the County for services and documentation of the County's payment of its pro-rata share of such vendor's invoices.
6. Any construction change orders resulting in cost increases for the Project under this Agreement shall be invoiced to the City pursuant to Section 5. hereof.
7. The City shall pay the invoiced amount to the County within thirty (30) days of receipt of each invoice. Cost decreases shall be documented by the County to the City as the same shall occur and adjusted as credits in the next succeeding invoices to the City.

8. Incidental costs incurred in connection with the Project under this Agreement shall be invoiced to the City pursuant to Section 5. hereof. The City may object to the payment of any such incidental costs for good cause and shall pay such incidental expenses only upon the City's approval of the same.
9.
 - a. Time is of the essence regarding project cost-sharing payments and compensation between the two parties.
 - b. The City and the County will be reimbursed for all costs for the Project paid by each hereunder with revenues ("TIF Revenues") generated by the Tax Increment Finance District to be created by the Commission within the Dupont Center EDA, a description of which is attached hereto and incorporated herein as Exhibit A (the "TIF District"). Such reimbursement payments shall be made on a pro rata basis to the City and the County on an annual basis from the first available TIF Revenues until the City and the County have been fully reimbursed for all funds paid by the City and the County hereunder. The use of the TIF Revenues for any other purpose prior to the reimbursement in full of the City and the County shall require unanimous approval of the Board of Works of the City of Fort Wayne and the Board of Commissioners of the County of Allen, Indiana.
 - c. The County shall enter into a loan agreement with the Commission to advance funds for the project.
10. The County authorizes the City and its agents to act on its behalf and as its representative in right-of-way acquisition activities that are needed for the purpose of implementing the Project.
11. Pursuant to IC 5-22-16.5-13, each party hereby certifies that neither such party nor any principals of such party are engaged in investment activities in Iran or are doing business with the government of Iran.
12. The terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each of the parties to this Agreement.
13. This Agreement will remain in effect until all parties agree to cancel the Agreement. It is the intent of the parties to complete the Project in a timely manner and consistent with historical schedules for this type of project.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

**BOARD OF COMMISSIONERS,
COUNTY OF ALLEN, INDIANA**

Therese M. Brown, President

F. Nelson Peters, Vice President

Linda K. Bloom, Secretary

Attest:

Tera K. Klutz, Allen County Auditor

Date: _____

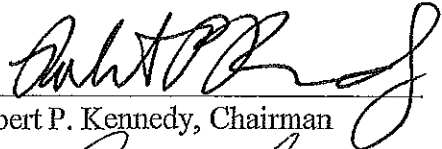
**ALLEN COUNTY REDEVELOPMENT
COMMISSION**

Richard Beck, President

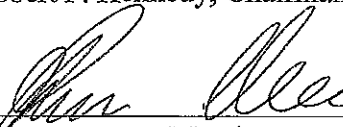
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**MAYOR & THE BOARD OF PUBLIC
WORKS, CITY OF FORT WAYNE,
INDIANA**

Thomas C. Henry, Mayor



Robert P. Kennedy, Chairman



Kumar Menon, Member



Mike Avila, Member

Attest:



Lynsey Richards, Clerk

Date: December 17, 2014

DIGEST SHEET

Department: Transportation Engineering

Resolution Number: N/A (W/O# 12306)

Title of Ordinance: Diebold Road Improvements from North Clinton Street to Dupont Road.

Awarded To: Inter Local Agreement between City of Fort Wayne and Allen County

Amount of Contract: Agreement fee of \$1,822,000 which is based on preliminary estimates. Total cost of project is \$3,644,000. All costs will be shared equally between City and County.

Number of Bidders: N/A

Description of Project (Be Specific):

Project will involve the widening of Diebold Road between North Clinton Street and Dupont Road, to facilitate new commercial development on the east side of Diebold Road. The initial development includes a big box retail store with-out lots, and the potential for future development in the area.

Proposed roadway will have two lanes in each direction with a center turn lane where needed. A roundabout will be installed on Diebold Road at the current access into Carmike Cinemas which is also where the main entrance will be located into the proposed development on the east side of Diebold Road. A 10-foot trail will be included on the west side and a 5-foot sidewalk on the east side of Diebold Road. Street lighting and storm sewer improvements will also be included.

Since the project is being built primarily to facilitate commercial development, Allen County is setting up a TIF district in the area. This district will eventually reimburse both City and County for all costs associated with this project.

Project will be built in two phases. The first phase will be from Dupont Road to approximately halfway between Dupont and North Clinton (by the Berger Auto Service property). This construction is expected to take place in 2015. The next phase, which will be from there south to the intersection of North Clinton will occur as development of the remaining parcels along Diebold Road occurs.

What Are The Implications If Not Approved:

The amount of traffic generated by the proposed development is significant and would not be able to be handled with the existing two-lane road. Not having the roadway improvements completed before the development opens could create congested conditions.

If Prior Approval Is Being Requested, Justify: N/A

Additional Comments: Allen County is the lead agency on this project. They have selected the Engineering firm Butler, Fairman & Seufert to perform the preliminary engineering services on this project. As costs are incurred on this a project, City will reimburse county for 50% of all incurred expenses, and eventually, when the TIF district begins to generate revenue, both agencies will be reimbursed for their costs.


Signature

12/17/14
Date