

STATE OF INDIANA

BEFORE THE BOARD OF CLARK COUNTY COMMISSIONERS

RESOLUTION NO. 17-2012

**A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE TOWN OF CLARKSVILLE FOR THE RELINQUISHMENT OF THE BRIDGE STRUCTURE AT BROWN STATION WAY AT ITS INTERSECTION WITH LEWIS & CLARK PARKWAY.**

WHEREAS, this Board of Commissioners of Clark County, Indiana (this "Board"), is the executive body of Clark County government pursuant to the provisions of IND. CODE § 36-2-2-2, and also the legislative body of such government pursuant to the provisions of IND. CODE § 36-1-2-9; and,

WHEREAS, IND. CODE § 36-1-7 allows political subdivisions in the State of Indiana to enter into Interlocal Agreements; and,

WHEREAS, it is the desire and intent of this Board to enter into the Interlocal Agreement with the Town of Clarksville, Indiana (the "Town"), an Indiana governmental entity, for relinquishment of the bridge structure currently owned and controlled by the Indiana Department of Transportation ("INDOT") located at the intersection of Brown Station Way (f/k/a State Road 62) and Lewis & Clark Parkway (f/k/a State Road 131) (the "Bridge").

**NOW, THEREFORE, BE IT RESOLVED** by this Board of Clark County Commissioners as follows:

1. Approval of Interlocal Agreement. The Board hereby approves the Interlocal Agreement for the Relinquishment of the Bridge with the Town attached hereto as Exhibit "A" on the terms and conditions set forth therein, subject to approval of the Clark County Council

pursuant to the provisions of IND. CODE § 36-1-7-10(1).

2. Separate INDOT Agreement. The Board acknowledges that the relinquishment of the Bridge will be finalized through a separate agreement with INDOT.

3. Effective Date of Resolution. This Resolution shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Board.

So Resolved this 20<sup>th</sup> day of November, 2012.

**BOARD OF COMMISSIONERS  
OF CLARK COUNTY, INDIANA**

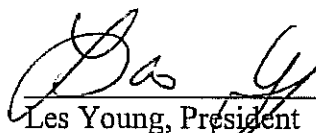
*Members voting "NO":*

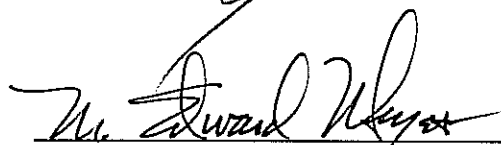
\_\_\_\_\_  
Les Young, President


\_\_\_\_\_  
M. Edward Meyer, Commissioner

\_\_\_\_\_  
John D. Perkins, Commissioner

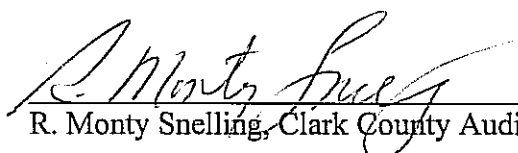
*Members voting "YES":*

  
\_\_\_\_\_  
Les Young, President

  
\_\_\_\_\_  
M. Edward Meyer, Commissioner

  
\_\_\_\_\_  
John D. Perkins, Commissioner

*Attested by:*

  
\_\_\_\_\_  
R. Monty Snelling, Clark County Auditor

**INTERLOCAL COOPERATION AGREEMENT FOR THE TRANSFER OF OLD SR  
131 (LEWIS AND CLARK PARKWAY) STRUCTURE #(131X)-10-4279A AT THE  
INTERSECTION OF OLD SR 62 (BROWN STATION WAY)**

This *Interlocal Cooperation Agreement for the Transfer of Old SR 131 (Lewis and Clark Parkway) Structure #(131X)-10-4279A at the Intersection of Old SR 62 (Brown Station Way)* (hereinafter this "Agreement"), is made with an effective date of \_\_\_\_\_, 2012 by and among the following governmental units:

- (i) CLARK COUNTY, INDIANA ("Clark County"), with an address in care of the Clark County Auditor, Clark County Government Building, Room 118, 501 E. Court Avenue, Jeffersonville, Indiana 47130;
  
- (ii) TOWN OF CLARKSVILLE, INDIANA ("Clarksville"), with an address in care of the Town Council President, Clarksville Town Hall, 2000 Broadway Street, Clarksville, Indiana 47129;

Clark County and Clarksville hereby agree between themselves to the following:

1. Preliminary Statement Regarding Purpose of Agreement. In separate agreements, predating this agreement, the Indiana Department of Transportation (hereinafter "INDOT") transferred SR131 and SR 62 to the Town of Clarksville. INDOT did not at that time transfer the interchange bridge located at the intersection of these roads, such structure identified by INDOT as Structure #(131X)-10-4279A (hereinafter "Transferred Structure") to Clarksville.

INDOT had planned, in cooperation with the Town of Clarksville, to remove the Transferred Structure, replacing it with an at-grade intersection. Upon completion of such at-grade intersection, it was to be transferred to the Town of Clarksville.

The Town of Clarksville and Clark County, Indiana (hereinafter collectively referred to as the "Parties") have agreed that the Transferred Structure will not be removed at the present time. The Town of Clarksville acknowledges that subject to the execution of the present agreement and the acceptance by Clark County, Indiana of the Transferred Structure, the Town of Clarksville is opting not to replace the transferred Structure at the present time.

The Town of Clarksville acknowledges that it is currently eligible to have INDOT bear eighty percent (80%) of the cost of removing the Transferred Structure and replacing it with an at-grade intersection. While such funding may continue to be available at a future time for substantial repair or replacement of the Transferred Structure, the Town of Clarksville acknowledges that nothing in the present Agreement creates an obligation for Clark County to provide funding for substantial repair or replacement, nor has Clark County acted in any way to guaranty the availability of such funding at a future time.

The Town of Clarksville also acknowledges that the transfer of the Transferred Structure terminates the responsibility of INDOT to provide maintenance and upkeep of the Transferred Structure.

The Town of Clarksville also acknowledges that it is ineligible to accept transfer of the Transferred Structure and therefore requests that Clark County accept transfer of the Transferred Structure from INDOT, subject to the specific terms set forth herein.

The Parties further acknowledge that the Transferred Structure has been evaluated by INDOT and its structural integrity at the time of this Agreement has been determined to be at seventy one percent (71%). While such structural integrity might qualify the Transferred Structure for matching funds from INDOT for the purpose of repair, the Parties anticipate that the Transferred Structure may not qualify for such matching funds for the purpose of replacement until such time as the structural integrity of the Transferred Structure deteriorates to less than fifty percent (50%).

2. Effective Date; Duration of Agreement. This Agreement shall have an effective date of \_\_\_\_\_, 2012 and shall continue in full force and for a term of four (4) years. Upon expiration of said four (4) year term, this Agreement shall automatically renew for a period of four (4) years, upon the same terms set forth herein. Upon the expiration of the second four (4) year term, this Agreement shall automatically renew for a period of two (2) years.

3. Routine Maintenance. Clark County shall provide all routine maintenance for the Transferred Structure during the term of this Agreement, including, but not limited to, right of way maintenance, routine surface improvements, snow and ice removal, storm water drainage, mowing, and sign maintenance. Clark County shall perform such other routine maintenance commensurate to the normal routine maintenance performed in the course of the County's maintenance of its entire bridge inventory.

4. Substantial Repair/Replacement. Clark County retains the right during the term of this Agreement to determine that the Transferred Structure shall be redesigned or replaced in a manner beyond the normal maintenance or rehabilitation of the Transferred Structure by Clark County. In the event that the Town of Clarksville shall request during the term of this agreement that the Transferred Structure should be redesigned or replaced, Clark County shall be obligated to grant such request and determine that the Transferred Structure shall be redesigned or replaced. In the event of such determination by the County, the following shall apply:

a. The County shall select an engineer and design for the Transferred Structure. In the event that the Town shall recommend an engineer and design for the Transferred Structure, the County shall select the engineer and design recommended by the Town, provided the Town is responsible for that portion of local funding of such redesign or replacement as further described in Paragraph d & e, *infra*, and further provided that any design selected by the County shall be designed such that the Transferred Structure or any structure designed to replace it shall be certified by a qualified engineer to be structurally sound and have such structural integrity as to be reasonably likely to be capable of use for a period of at least fifty (50) years from the completion of construction with only routine maintenance.

b. Clark County take any and all reasonable steps necessary to secure available funding for the repair or replacement of such structure, whether said funding should be

available from INDOT, or any other appropriate government agency created either by the State of Indiana or the United States.

c. In applying for such funding, Clark County will incorporate any and all special design features requested by the Town of Clarksville, and shall defer to the Town of Clarksville in all respects in regards to the design of the repaired or replaced structure.

d. The Town of Clarksville and the County shall be equally responsible for payment of any and all local matching funds required for the replacement or repair of the structure, to that extent that such expenses are necessary to create or maintain a structurally sound bridge. To the extent that there are any additional costs incurred as a result of aesthetic architectural features, such expenses shall be the sole responsibility of the Town of Clarksville. To the extent that such payment be demanded from or made by Clark County, the Town of Clarksville shall be responsible for and indemnify Clark County for any and all such payment of the cost of repair or replacement of the Transferred Structure. The Town of Clarksville shall be responsible for transferring all such funds to the Clark County Treasurer prior to any obligation for payment of local matching funds by Clark County.

e. The Town of Clarksville shall be responsible for the payment of any and all design costs for the repair or replacement of the Transferred Structure during the term of this Agreement.

5. Conditions. This agreement is hereby expressly conditioned upon the occurrence of the following, and the absence or non-occurrence of any such condition renders the present Agreement void:

a. The agreement between INDOT and Town of Clarksville calling for the Transferred Structure to be replaced with an at-grade intersection, with said intersection to be transferred to the Town of Clarksville, shall be terminated and the termination of such agreement shall be acknowledged in writing by all parties thereto.

b. Clark County and INDOT shall execute a written agreement providing for the transfer of the Transferred Structure to Clark County, upon terms acceptable to both Parties thereto.

6. Method to Accomplish Early Termination of Agreement. In the event that either Party shall determine that it is necessary or beneficial to replace the transferred Structure, and in the event that the Transferred Structure is replaced with an at-grade intersection, upon completion of all construction, and upon satisfaction of all construction costs, Clark County shall transfer and the Town of Clarksville shall accept transfer of all remaining portions of SR 131 and SR 62 maintained by the County per this Agreement, and this Agreement shall terminate

7. Delegation of Treasurer. Pursuant to IC 36-1-7-4(a), the Clark County Treasurer is hereby delegated the duty to receive, disburse, and account for all monies of this joint undertaking.

8. Administration of Agreement. This Agreement shall be administered by the Clark County Commissioners. The County is obligated by law to subject each bridge in the County's inventory to bi-annual inspection, upon completion of which a report is generated regarding each bridge. Clark County shall provide the Town of Clarksville with a copy of each such report within sixty (60) days of its completion and receipt by the County. For the purposes of administration of this Agreement, and for the purposes of providing any written notice required by this Agreement, any notices sent to Clark County shall be addressed to the Office of the Clark County Commissioners, 501 E. Court Avenue, Jeffersonville, IN 47130 and any notice sent to the Town of Clarksville shall be addressed to the Office of the Clarksville Town Council, 2000 Broadway, Suite 208, Clarksville, IN 47129.

9. Recordation of Agreement. Pursuant to IC 36-1-7-6, this Agreement shall be recorded with the Clark County Recorder within sixty (60) days after it is approved by the last party that is a signatory to this Agreement. Upon recordation of this Agreement, it shall be filed with the Clark County Auditor and the Clark County Auditor shall file a fully executed copy with each of the following:

- a. The Indiana State Board of Accounts for audit purposes as required by IC 36-1-7-6;
- b. The Indiana State Auditor as required by IC 36-1-7-10(4);
- c. The executive of each municipality that is a party hereto; and,
- d. In the records of the Clark County Auditor.

10. Approval of Agreement. As a condition precedent to this Agreement taking effect, it has been approved by resolution adopted by each of parties as follows:

a. The County Commissioners on behalf of Clark County pursuant to Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2012.

b. The County Council on behalf of Clark County pursuant to Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2012.

c. The Town Council of the Town of Clarksville, Indiana, on behalf of Clarksville, which approval was granted pursuant to Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2012.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

12. Governing Law. This Agreement shall be governed and construed in accordance with the provisions of Indiana law.

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

IN WITNESSETH WHEREOF, this *Interlocal Cooperation Agreement for Transfer of Old SR 131 (Lewis and Clark Parkway) Structure #(131X)-10-4279A at the Intersection of Old SR 62 (Brown Station Way)* is executed on behalf of Clark County, Indiana, by the undersigned as its duly authorized officials and representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**For CLARK COUNTY:**

By: \_\_\_\_\_  
Les Young, President,  
Board of Clark County Commissioners

By: \_\_\_\_\_  
Kevin Vissing, President,  
Clark County Council

*Attestation and Certification:*


The undersigned, as the duly elected and serving Auditor of Clark County, Indiana, hereby attests that on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, he personally witnessed the execution of this Agreement by Les Young, the duly authorized President of the Board of Clark County Commissioners, and Kevin Vissing, as the duly authorized President of the Clark County Council. The undersigned further hereby certifies that this Agreement is a true and correct copy of the Agreement approved by ordinances enacted by the Board of Clark County Commissioners and the Clark County Council in accordance with the provisions of applicable Indiana law.

\_\_\_\_\_  
R. Monty Snelling, Clark County Auditor



IN WITNESSETH WHEREOF, this *Interlocal Cooperation Agreement for Transfer of Old SR 131 (Lewis and Clark Parkway) Structure #(131X)-10-4279A at the Intersection of Old SR 62 (Brown Station Way)* is executed on behalf of the Town of Clarksville, Indiana, by the undersigned as its duly authorized officials and representatives this 19<sup>th</sup> day of November, 2012.

**For CLARKSVILLE:**

By:   
John Gilkey, Town Council President,  
Town of Clarksville, Indiana

*Attestation and Certification:*

The undersigned, as the duly elected and serving Clerk-Treasurer of the Town of Clarksville, Indiana, hereby attests that on this 19th day of November, 2012, he personally witnessed the execution of this Agreement by John Gilkey, as the duly elected, serving, and authorized President of the Town Council of the Town of Clarksville, Indiana. The undersigned further hereby certifies that this Agreement is a true and correct copy of the Agreement approved by ordinance enacted by the Town Council of the Town of Clarksville, Indiana, pursuant to the provisions of applicable Indiana law.

\_\_\_\_\_  
Robert Leuthart, Clerk-Treasurer