RESOLUTION 88-21

TO APPROVE INTERLOCAL COOPERATION AGREEMENT FOR DEVELOPMENT IMPROVEMENTS BETWEEN THE CITY OF BLOOMINGTON, MONROE COUNTY, AND PARK 48, INC.

WHEREAS, the Common Council of Bloomington, having already appropriated the funds to provide building materials and labor costs for construction of a sewer line in Resolution 88-7, and desirous of contracting with Monroe County and Park 48, Inc., to provide improvements to the infrastructure, through the authority of Ind. Code §36-1-7-2,

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, THAT:

The Interlocal Cooperation Agreement for Development Improvements between Monroe County, the City of Bloomington, and Park 48, Inc., a copy of which is attached hereto and made a part hereof, is hereby approved, and the Mayor and the President of the Bloomington Common Council are hereby authorized to execute said agreement on behalf of the City of Bloomington.

PASSED and ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 6 day of July, 1988.

Pam Service

PAM SERVICE, President
Bloomington Common Council

SIGNED and APPROVED by me upon this 8 day of July, 1988.

Tomilea Allison

TOMILEA ALLISON, Mayor
City of Bloomington

ATTEST:

Patricia Williams

PATRICIA WILLIAMS, City Clerk

SYNOPSIS

This resolution approves and authorizes the Mayor and President of the Common Council to execute the Interlocal Cooperation Agreement for Development Improvements between the City, the County, and Park 48, Inc. The Agreement based the City's payment of up to $150,000 for building materials and labor costs of a sewer line on Ordinance 88-7. The County will pay up to $250,000 for infrastructure improvements, $8,000 for the IDP grant and $1,800 for environmental review activities. Park 48 will pay the on-site engineering costs for completion of the project.

INTERLOCAL COOPERATION AGREEMENT

FOR DEVELOPMENT IMPROVEMENTS BETWEEN

MONROE COUNTY, THE CITY OF BLOOMINGTON AND

PARK 48, INC.

This Agreement is made and entered into on by and between the Bloomington, Indiana Common Council and the Mayor of Bloomington, Indiana (hereinafter referred to collectively as "City"), the Monroe County, Indiana Council and the Monroe County, Indiana Commissioners (hereinafter referred to collectively as "County") and Park 48, Inc. (hereinafter referred to as "Developer"), witnesseth:

WHEREAS, the developer has proposed to construct an industrial park at the site popularly known as the Kennedy Farm, located on State Road 48 West of Curry Pike; and

WHEREAS, the County has jurisdiction other than planning and zoning jurisdiction in this area; and

WHEREAS, there is a need to improve the infrastructure serving this industrial land; and

WHEREAS, the improvement of the infrastructure will promote economic development; and

WHEREAS, such improvement is in the best interests of the City, County and proposed employers in this area; and

WHEREAS, the City and County have authority to enter into interlocal cooperation agreements pursuant to Ind. Code 36-1-7-1 et seq, for the improvement of this property, and the developer has expressed interest in assisting in the improvement of this property;

NOW, THEREFORE, in consideration of the mutual benefit of the project for all parties and proposed employers for the area, the City, the County, and the Developer agree as follows:

(A) The Agreement shall remain in full force and effect from the date of signing until completion of the construction work which is the subject of this Agreement.

(B) The Agreement will be terminated upon failure of the County to receive the grant monies from the Indiana Department of Commerce Industrial Development Infrastructure Program. The Agreement may also be terminated or amended with the consent of all parties. Failure of Tree of Life, Incorporated to locate its facility upon the property will also cause termination.

(C) (1) The City agrees to pay up to $150,000.00 from the special Non-Reverting Improvement Fund for building materials and labor costs for the construction of a sewer line (lift station and force main) on State Road 48 from Wayne's Lane to a point 2300 feet west of Wayne's Lane. The City will also pay for its share of the topographic survey.

(2) The Utilities Department of the City will fund construction and design of a force main and lift station, and will be reimbursed by the Westside Development Fund.

(D) (1) The County agrees to contribute:

(a) up to two hundred fifty thousand dollars ($250,000.00) or a maximum of seventy-five percent (75%), whichever is less for the construction of onsite infrastructure improvements and on-site topographic survey; and

(b) eight thousand dollars ($8,000.00) for the writing and administration of the IDIP Grant; and

(c) eighteen hundred dollars ($1,800.00) for environmental review activities which are required by the Grant and which have not been previously performed by the Developer; and

(2) The County's contribution shall be taken solely from grant funds placed in the Monroe County Industrial Infrastructure Development Fund through the Indiana Industrial Development Infrastructure Program (IDIP). The County's contribution obligation is contingent on the receipt of IDIP funding for the Kennedy Farm Industrial Park Development.

(E) (1) The Developer agrees to pay the on-site engineering costs for completion of the project.

(2) The Developer will also pay for handling environment impact questions related to site and soil and required by the lender, and will share that information with the County, and for on-site sewer and water costs, and on-site topographic survey to the extent that the County's contribution does not cover.

(F) The City and County mutually agree:

(1) To provide for traffic rerouting and control while construction work unavoidably interferes with its normal flow.

(2) To provide all necessary drawings and specifications for the approval of the City and County Engineers, and to secure all necessary permits and licenses for such work.

(3) To provide competent and adequate engineering and inspection services to insure the performance of the work in accordance with the construction plans and specifications.

(G) It is mutually agreed:

(1) Nothing herein contained shall be construed to obligate the City or the County to expend funds until appropriation and allocation are authorized for the work.

(2) Nothing herein contained shall be construed to obligate the City or County to expend funds until the Developer has finalized its Agreement with Tree of Life, Incorporated.

(3) The completion of such work will be finished on or before January 1, 1989, roughly in accordance with the schedule of completion of work attached as Exhibit "A".

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

DEVELOPERS, PARK 48, INC.

Bill C. Brown

MONROE COUNTY
MONROE COUNTY COMMISSIONERS

Robert Doty, President

Barbara Fawcett

Phillip Rogers

CITY OF BLOOMINGTON

Pam Service, President
Common Council

Tomilea Allison, Mayor

BOARD OF PUBLIC WORKS

Frank Hrisomalos
President

Tobiatha Eagleson

Martha Sims

PROPOSED SCHEDULE

6/20	Complete Topo Survey.
7/1	Complete and Sign Grant. Submit to State.
7/15	Authorize Bidding by Commissioners.
7/20	Complete Design and Construction Documents.
8/26	Open and Award Bid. Receive Signed Grant.
9/1	Start Construction.
11/30	Complete Construction.
6/20	Commence Sewer Offsite Design.
7/20	Complete Sewer Offsite Design.
8/15	Commence Sewer Construction.
10/15	Complete Sewer Construction.

Exhibit "A"