

RESOLUTION 83-40

To Approve the Monroe County and City of Bloomington Inter-
local Cooperation Agreement for The Justice Building

WHEREAS, the Common Council of the City of Bloomington finds that a need exists for new law enforcement facilities in Bloomington, Indiana; and

WHEREAS, the Common Council has been presented with the Articles of Incorporation and By-Laws of the Monroe County Law Enforcement and Governmental Space Building Corporation, and desires to consider and review the Interlocal Cooperation Agreement between the City of Bloomington and Monroe County as well,

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Bloomington Common Council as follows:

Section 1. That it is hereby determined to be proper and in the public interest to approve the Monroe County and City of Bloomington Interlocal Cooperation Agreement for The Justice Building, a copy of which is attached hereto and made a part hereof.

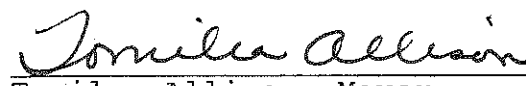
Section 2. That the Monroe County and City of Bloomington Interlocal Cooperation Agreement for The Justice Building, a copy of which is attached hereto and made a part hereof, is hereby approved, and the Mayor of the City of Bloomington is authorized to execute said Agreement on behalf of the City of Bloomington.

PASSED and ADOPTED by the Common Council of the City of Bloomington upon this 23 day of November, 1983.



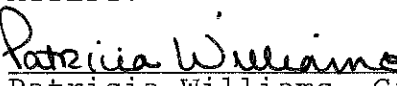
Katherine Dilcher, President
Bloomington Common Council

SIGNED and APPROVED by me upon this 25th day of November, 1983.



Tomilea Allison, Mayor
City of Bloomington

ATTEST:



Patricia Williams, City Clerk

SYNOPSIS

This Resolution approves and authorizes the Mayor to execute the Interlocal Cooperation Agreement with the County for The Justice Building.

MONROE COUNTY and CITY OF BLOOMINGTON
INTERLOCAL COOPERATION AGREEMENT
for
THE JUSTICE BUILDING

WHEREAS, Indiana Code §36-1-7-1, et seq. allows local governmental units to make the most efficient use of their powers by enabling them to contract with other governmental units for the provision of services to the public; and

WHEREAS, Monroe County, Indiana (hereinafter "County") and the City of Bloomington, Indiana (hereinafter "City") have been cooperating and working together with the Monroe County Jail, Law Enforcement and Governmental Space Building Corporation (hereinafter "Building Corporation"), and with Odle/Burke Architects to create plans and specifications for a new building which would house the Monroe County Jail, Monroe County Courts, Monroe County Sheriff's Department, various other county offices, and the Bloomington Police Department; and

WHEREAS, the Building Corporation is a duly organized and existing not-for-profit corporation created to acquire land, build a facility, furnish that facility, and lease certain space therein to the County and the City pursuant to Indiana Code §36-1-10 et seq.; and

WHEREAS, the Building Corporation intends to issue first mortgage bonds for all costs attributed to this new facility. This bond issue will be amortized by lease-rental payments from the County and the City over a term of years and in such an amount as evidenced by a lease between the Building Corporation, the County, and the City. This lease will require the County and the City to be responsible, during its term, for all costs of insurance, taxes, maintenance, and upkeep in addition to respective lease-rental payments; and

WHEREAS, it is anticipated that certain of the space within this new facility shall be used jointly by the County and the City; and

WHEREAS, the County and the City desire to cooperate, between themselves, with respect to the management, operation, and maintenance of this joint space; and

WHEREAS, the County and the City each possess the power, authority, or responsibility to provide police protection and cooperation between the parties in the coordination of these services and the utilization of this facility will permit a more efficient utilization of resources;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions set forth herein, the County and the City hereby agree as follows:

ARTICLE I

PURPOSE, DURATION AND EFFECT OF AGREEMENT

Section 1. Purpose:

The purpose of this Agreement, as outlined by the preamble hereto, is to provide a method for the management, operation, and maintenance of the joint or commonly held space within this new facility, which shall be known as The Justice Building (hereinafter "Justice Building"). In addition, this Agreement defines the duties, obligations, rights and responsibilities of the County and the City to and between one another and to the Building Corporation with respect to the areas covered by this Agreement.

Section 2. Duration:

This Agreement shall be in full force and effect as of the date of final completion of the Justice Building. This Agreement shall remain in full force and effect during the original lease term between the parties and the Building Corporation and until the bonds are amortized, whichever is later, or until amended by agreement between the parties in accordance with Article VI, Section 1, below.

Section 3. Effect:

This Agreement shall not take precedence over or contravene any provision of the lease between the Building Corporation and the parties hereto. Any provision of this Agreement which contravenes or affects any provision of the lease shall be of no effect with respect to the particular lease provisions in question. The Building Corporation, although not a signator to this Agreement, shall be timely informed in writing of any matters between the parties hereto

which could affect it, the leased premises, or the amortization of the bond proceeds utilized for this project. Both parties hereto, jointly and severally, agree to take no action, whether by commission or omission, which would or could affect the Building Corporation, the mortgagee, or the bondholders without the prior written consent of all the affected parties.

A copy of this Agreement shall be forwarded to the Building Corporation and to its counsel for its review prior to its execution by the parties hereto.

ARTICLE II

ACQUISITION OF LAND AND CONSTRUCTION OF JUSTICE BUILDING

Section 1. Acquisition of Land and Construction:

The Building Corporation, pursuant to Indiana Code §36-1-10 et seq., has entered into options to purchase certain land known as the Benavole tract and the tract of land owned by Southfork Land Co., which is adjacent thereto. This location has been accepted as a suitable location by both parties to this Agreement.

The Building Corporation intends to accept the plans and specifications developed for this facility by Odle/Burke Architects and its consultants. Odle/Burke Architects are under contract with the County to develop these plans and specifications. The contract with Odle/Burke Architects will be assigned to and accepted by the Building Corporation subject to any modifications in that contract deemed necessary by the Building Corporation's attorney. The County and the City, through their various agents and department heads, have been involved in the development of the plans and specifications. It is anticipated that invitations to bid will be advertised in September of 1983 with bids to be submitted on or around October 11, 1983.

Provided the County and the City secure the necessary public and governmental consents for the issuance of bonds and the lease rental payments to the Building Corporation and provided further

that the Building Corporation is able to sell these bonds and receives the proceeds therefrom, the Building Corporation will proceed to construct this facility according to the approved plans and specifications and at the location specified.

The Building Corporation has contracted with Weddle Brothers Construction Company to act as the construction manager for this project and both parties hereby approve Weddle Brothers as the construction manager.

There shall be no occupancy of this facility by either party until authorized in writing by the Building Corporation. The Building Corporation shall be responsible for the construction of this facility and neither the County nor the City shall have any right to oversee or involve themselves in the actual construction of this facility. However, all final architectural, mechanical, engineering and schematic designs shall be submitted to the County and the City for their approval, prior to acceptance of the bids and the commencement of construction. All comments or concerns with respect to construction shall be sent, in writing, to the Building Corporation with copies to the Architect and Construction Manager.

Section 2. Occupants:

The occupants of the Justice Building shall be the Monroe County Police Department, the Circuit and Unified Superior Courts of Monroe County, the Monroe County Clerk's office, the Monroe County Prosecutor's office, the Monroe Public Defender's office, the Monroe County Probation Department, the Monroe County Court Administrator's office, the Monroe County Jail, and the Bloomington Police Department.

The County reserves the right to remove part or all of certain offices, other than the Jail, the Monroe County Police Department, the Monroe County Prosecutor's office, and the Circuit and Unified Superior Courts of Monroe County and to add other county offices as it deems fit. The County reserves the right to expand office and jail space horizontally and/or vertically, so long as such expansions do not unreasonably interfere with the operation of the Bloomington Police Department.

ARTICLE III

FINANCING & MAINTENANCE OF JUSTICE BUILDING

Section 1. Method of Financing:

The Building Corporation, after receipt of all necessary petitions and approvals from the County, the City, and State Agencies and after receipt of bids, shall authorize the issuance of first mortgage bonds for the acquisition of land, construction of the facility and any/all necessary components thereto, the furnishing of the facility, the costs of the issuance and delivery of bonds, attorney fees, bond counsel fees, insurance, permits, interest during construction, and all other related costs. The amount of the bond issue shall determine the total amount of money available to the Building Corporation for the above purpose.

Section 2. Retirement of Bonds:

The County and the City shall be required by the terms of their lease agreement with the Building Corporation to make annual appropriations and tax levies for semi-annual lease payments which will be used to retire the bonds issued by the Building Corporation. Interest on the bonds, payable during construction, will be paid from the amount budgeted for that purpose. It is anticipated that principal payments will not commence until after final completion. Construction is anticipated to take approximately eighteen (18) months. The terms of the lease and the published notice with respect to the lease rental payments shall control the date and amount of the first semi-annual payment. All lease rental payments shall be paid when and as directed by the terms of the lease.

Section 3. Apportionment of Lease Rental Payments Between County and City:

It is understood and agreed by the parties hereto that the City will be responsible for 10.9% of each and every lease rental payment required by the Lease between the Monroe County Jail, Law Enforcement and Governmental Space Building Corporation (as Lessor) and County and City (as Lessees). The City's contribution is in consideration for (1) its proposed leased space (i.e. dedicated

space), (2) its contribution for joint or commonly held areas, (3) the purchase of new office furniture (\$30,000.00), (4) the purchase of police communications equipment (\$200,000.00) and breathalyzer equipment (\$5,000.00), and (5) its contribution for the purchase of a Justice Building telephone system (\$3,500.00). It is further understood and agreed that the County will be responsible for the remaining 89.1% of said lease rental payments. The County's contribution is in consideration for (1) its proposed leased space (i.e. dedicated space), (2) its contribution for joint or commonly held areas, (3) the purchase of new office furniture (\$270,000.00), (4) the purchase of police communications equipment and a microfilm (\$105,000.00), (5) the purchase of a computer (\$100,000.00), and its contribution for the purchase of a Justice Building telephone system (\$31,500.00).

The County and City recognize and agree that each party shall be severally liable for their individual share of each and every lease rental payment specified by the terms of the lease as due and owing by each party, and that neither shall have the right of occupancy unless the total fixed and additional rental payments are made as required by the lease. The parties further recognize and agree that the Building Corporation is responsible for insuring that the total amount of the bond issue is amortized by the combined lease rental payments in accordance with the lease and the published notice to bond bidders.

Section 4. Maintenance - Utility - Insurance Costs:

The County and the City recognize and agree that each will have an obligation under the terms of the lease with the Building Corporation for the: (a) maintenance of this facility; (b) the costs of insurance for liability coverage, to insure the lease rental payments, and for an all-risk policy on the building, contents, and adjacent areas; (c) all utility costs incurred in the utilization of this facility; and (d) any miscellaneous or sundry costs incurred in the operation and use of this facility

during the lease term. The County and the City agree that the above payments shall be made if both parties are to retain their right of occupancy.

ARTICLE IV

ADMINISTRATION OF JOINT OR COMMON SPACE

Section 1. Creation of Board; Membership:

There is hereby created a Justice Building Joint Board (hereinafter "Joint Board"). The Joint Board shall be composed of five members: One member shall be appointed by and serve at the pleasure of the Monroe County Commissioners; one member shall be appointed by and serve at the pleasure of the Monroe County Council; one member shall be appointed by and serve at the pleasure of the Mayor of the City of Bloomington; one member shall be appointed by and serve at the pleasure of the Bloomington Common Council; the fifth member shall be appointed by and serve at the pleasure of the Monroe County Jail, Law Enforcement and Governmental Space Building Corporation. The Joint Board shall elect a chairperson. A majority vote of all members shall control.

All members shall serve three (3) year terms, subject to removal at any time at the discretion of the appointing entity. The Clerk of the Joint Board shall notify the appointing entity in the event that a member has two consecutive unexplained absences from meetings of the Joint Board.

Section 2. Duties, Responsibilities and Power of the Joint Board:

The Joint Board shall be responsible for overseeing the terms and conditions of this Agreement, except where provided otherwise. The Joint Board also shall be responsible for resolving any dispute which may arise concerning the maintenance of the Justice Building, the sharing of utility costs, or the operation, administration and supervision of all commonly held areas of the Justice Building. The meetings of the Joint Board shall be

conducted pursuant to Roberts Rules of Order, unless the Joint Board adopts alternative rules of procedure.

Section 3. Commonly Held Areas:

"Commonly held area" is defined as any part of the Justice Building or its grounds that is used and/or occupied by both the County and the City. Commonly held areas include elevators, halls and stairways, when access to County and City offices is made possible by such elevators, halls, and stairways. Commonly held areas may also include HVAC systems, hot water heaters, bathrooms, water fountains, lobbies, lounges, sidewalk and parking areas, when such HVAC systems, hot water heaters, bathrooms, water fountains, lobbies, lounges, sidewalk and parking areas are used by both the County and City. Commonly held areas shall not include any area specifically dedicated to the County or the City. Appendix A, Part 1, specifically and conclusively states which areas are commonly held by the County Police Department and the City Police Department. Appendix A, Part 2, specifically and conclusively states which areas are commonly held by the County and the City, excluding those areas included in Appendix A, Part 1. Appendix B specifically and conclusively states which areas are dedicated to the City and Appendix C specifically and conclusively states which areas are dedicated to the County. Appendixes A, B, and C are incorporated herein and made a part hereof. Any dispute concerning designation shall be referred to and decided by the Joint Board in accordance with Article IV, Section 2, above.

Section 4. Auditor as Clerk:

The Joint Board shall appoint the Monroe County Auditor as its Clerk. The Auditor or his/her deputy shall attend all meetings of the Joint Board, and record and prepare minutes of the same.

Section 5. Fiscal Year:

The Joint Board's fiscal year shall commence on January 1 and terminate on December 31 of each year that this Agreement is in effect. However, the first fiscal year shall commence on the date of execution of this agreement, and shall terminate on December 31 of that year. In addition, the last fiscal year shall commence on January 1 of the last year of this Agreement, and shall terminate on the day that this Agreement terminates.

Section 6. Maintenance:

The Justice Building shall have one centralized Maintenance Department, which shall provide maintenance services to all Justice Building occupants. The service shall be owned and operated by the County. All maintenance services employees shall be employed and supervised by the County. The Maintenance Department shall keep the Justice Building clean and shall maintain the building in good, working condition. The maintenance costs shall be apportioned between the County and the City as directed in Article IV, Section 8, below.

Section 7. Utilities:

In the event that utility meters for use of water, sewer, gas and/or electricity are not installed for individual occupants of the Justice Building, all such shared utility costs shall initially be billed to and paid by Monroe County, but shall ultimately be apportioned between the County and the City as directed in Article IV, Section 8, below.

Section 8. Apportionment of Shared Costs:

The expenses incurred by the Justice Building Maintenance Department and for shared utility expenses shall be divided by allocating 10% of the costs to the City, and 90% of the cost to the County. The County shall submit, on a quarterly basis, to the City itemized claims of expenses incurred by the Maintenance Department and of the shared utility costs. The itemized claims shall include, but not be limited to, expenses incurred for personnel, supplies, equipment, utilities, and office rental. The City shall pay the full amount due to the County within 30 days of receipt of the claim. The division of expenses may be discussed and reallocated at the mutual consent and agreement of the County and the City.

ARTICLE V

SHARED POLICE SERVICES

Section 1. Records: Case Incidents Reports:

The City shall charge the County a reasonable fee, initially set at \$15.00, for each case incident report which the Bloomington Police Department prepares for the Monroe County Police Department. The City shall submit an itemized claim to the County on a quarterly basis. The County shall pay the full amount due to the City within thirty (30) days of receipt of the claim. This fee may be discussed and adjusted from time to time at the mutual consent and agreement of the County and the City.

Section 2. Breathalyzer Tests:

The City shall perform and provide all breathalyzer tests on City-owned equipment by City-trained personnel. The City shall charge the County a reasonable fee initially set at \$60.00, for each breathalyzer test (including report and follow-up) which the Bloomington Police Department performs for the Monroe County Police Department. The City shall submit an itemized claim to the County on a quarterly basis. The County shall pay the full amount due to the City within thirty (30) days of receipt of the claim. This fee may be discussed and adjusted from time to time at the mutual consent and agreement of the County and the City.

Section 3. Computer:

The County and the City agree to attempt to interface their respective computer systems, and to promote the availability of terminal access between the respective police departments.

Section 4. Police Communications:

The County and the City will share and use a common mast/tower, generator, and base station, with two-thirds of the

purchase cost to be paid by the City, and one-third by the County. It is the desire and the intention of the parties that this sharing of certain communications equipment will be the first step toward eventual unification of communication services. The County and the City further agree to purchase compatible communications and dispatch equipment.

Section 5. Line-up Rooms, Locker Rooms, Sallyport, and Exercise Room:

The Monroe County Police Department and the Bloomington Police Department shall share the Line-up Rooms and Locker Rooms designated as shared police areas in Appendix A. Although the Sallyport and the Exercise Room are dedicated to the County, the Bloomington Police Department shall have equal access to, and use of, the same.

Section 6. Police Parking Lot:

The Monroe County Police Department and the Bloomington Police Department shall share a police parking area which shall be constructed on the tract of land acquired by the Building Corporation. It is anticipated that the parking area will have 44 parking spaces, of which 18 spaces shall be allocated to Monroe County Police Department and 26 spaces to the Bloomington Police Department. Additionally, the Monroe County Police Department and the Bloomington Police Department shall each have four parking spaces along the north-south alley which runs along the west side of the Justice Building and which spaces are more particularly described in Appendixes B and C.

ARTICLE VI

AMENDMENT AND TERMINATION OF AGREEMENT:
SEVERABILITY: RENEGOTIATION OF AGREEMENT

Section 1. Amendment:

This Agreement may be amended only with the written consent of the County and the City; provided, however, no modification or amendment to this Agreement shall be effective during the original term of the lease with the parties hereto, until written notification is provided to the Building Corporation. However, no amendment or modification of the Agreement shall reduce the total payments of fixed rental and additional rental provided for in the lease to less than 100%.

Section 2. Termination:

This Agreement may be terminated only with the written consent of the County and the City. The termination of this Agreement shall have no effect upon the liability of the County and City to make an annual appropriation and tax levy to retire the bonds issued by the Building Corporation and for the payment of the other items required by the terms of the lease.

Section 3. Severability:

If any term or provision of this Agreement is declared to be invalid, null, void or unenforceable, the remaining provisions shall not be affected, and shall have full force and effect.

Section 4. Renegotiation of Agreement:

One (1) year prior to the termination of the lease with the Building Corporation or sooner if agreed to by the parties herein, the County and the City shall meet in order to renegotiate a new Agreement which will take effect upon the termination of the lease with the Building Corporation and/or the amortization of the bonds in full, whichever is later. This new Agreement shall provide for the management, operation, maintenance, repair, payment of utilities and insurance for the entire Justice Building.

In the event that the parties are not able to reach an agreement regarding the continued maintenance and operation of the commonly held areas of the Justice Building at least three months prior to

the termination of this Agreement, the City's dedicated and shared space shall be appraised by three independent licensed appraisers. One appraiser shall be appointed by the City; one appraiser shall be appointed by the County; and one appraiser shall be appointed at the mutual agreement of the two selected appraisers. Each appraiser shall prepare a written, independent appraisal of the value of the property, and shall submit one copy of said appraisal to the City, and one copy to the County at least one month prior to the termination of this Agreement. The County shall pay the City the average of the three appraisals, and the City shall execute a warranty deed transferring ownership of its dedicated and commonly held areas to the County, all of which shall occur within one year of termination of this Agreement. However, in the event the County is unable to secure a bond to finance such purchase after having made a good faith attempt to do so, the County and the City shall then meet to attempt to agree on an alternative method of disposal.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Approval and/or Consent:

Wherever this Agreement requires the approval and/or consent of a party (or parties), said approval and/or consent shall not be unreasonably withheld.

Section 2. Notice:

Except as provided otherwise, where this Agreement requires that notice, documents or information be provided to the parties, said notice, documents or information shall be mailed or delivered to the County, by forwarding to the President of the Monroe County Commissioners, Graham Plaza, 205 North College Avenue, Bloomington, Indiana 47401; to the Holding Corporation, by forwarding to Robert D. Mann, COTNER, MANN & CHAPMAN, 528 North Walnut Street, Bloomington, Indiana 47401; to the Joint Board, by forwarding to Monroe County Auditor, Courthouse, Bloomington, Indiana 47401; to the City, by forwarding to the Mayor, City of Bloomington, P.O. Box 100, Municipal Building, Bloomington, Indiana 47402.

Section 3. Payment Schedule:

Except as provided otherwise, where this Agreement requires that payments be made by a certain date, said payments shall be made on that date during each and every year that this Agreement is in effect. In addition, except as provided otherwise, where this Agreement requires that payments be made by a certain date, said payments shall be tendered on said date. In the event that payment is not tendered on the specified date, the Joint Board or party to whom payment is due shall promptly mail or forward a notice of delinquency to the delinquent party. The delinquent party shall forward payment to the Joint Board or party to whom payment is due within ten days of receipt of the delinquency notice. Failure to tender payment after receipt of the delinquency notice shall subject the delinquent party to legal proceedings. The delinquent party shall be liable for the delinquent payment, interest, court costs, attorney's fees and a penalty, if one is assessed by the court.

Section 4. City Payment for Pre-Architectural Design and Schematic Design

Within sixty days of the execution of this Agreement, the City shall pay the County \$34,162.00 (thirty four thousand one hundred and sixty-two dollars), in full payment for the Pre-architectural design and schematic design phases of the Justice Building. Said payment shall be made a part of the bond issue and shall be reimburseable to the City thereunder.

Section 5. Registrar and Paying Agent Fee

The City agrees to reimburse the County for 10% of any and all Registrar and Paying Agent fees which are not covered by the bond issue.

Signed and Agreed to this 22nd day of November, 1983.

MONROE COUNTY, INDIANA

CITY OF BLOOMINGTON, INDIANA

Charlotte T Zietlow
Charlotte Zietlow, President
Monroe County Commissioners

Tomilea Allison
Tomilea Allison, Mayor

John Henegar
John Henegar, Member
Monroe County Commissioners

Philip Rogers
Philip Rogers, Member
Monroe County Commissioners

WITNESSES:

Vi Simpson
Vi Simpson, Auditor
Monroe County

Approved this 17th day of November, 1983, by the Monroe County Council.

Lawrence D Anderson
Lawrence D Anderson, President
Monroe County Council

WITNESSES:

Vi Simpson
Vi Simpson, Auditor
Monroe County

Approved this 23 day of November, 1983, by the Bloomington Common Council.

Latherine Dilcher
Latherine Dilcher, President
Bloomington Common Council

WITNESSES:

Patricia Williams
Patricia Williams
City Clerk

APPENDIX A: COMMONLY HELD AREAS

(Figures in parenthesis refer to room numbers stated on floor plan drawings by Odle/Burke Architects, pages A1-A6, dated August 30, 1983.)

Part 1: Shared Police Areas

line-up rooms (1033 and 1078)
locker rooms (1053, 1055, 1094, 1096, 1103, and 1104)

Part 2: Other Commonly Held Areas

stairs (1025)
public elevator (1031)
corridors (1040 and 1086)
mechanical (1088)
electrical (1090 and 1093)
passages (1093 and 1100)
stairs (2008 and 3022)

public elevator

structure (including, but not limited to, the foundation, floors, ceilings, walls, doors, windows, roof, and other structural items depicted on drawings by Odle/Burke Architects, pages S1-S6, dated September 2, 1983)

mechanical and electrical (including, but not limited to, parts, equipment, and machinery depicted on drawings by Odle/Burke Architects, pages E1-E24 and M1-M19, dated September 6, 1983)

grounds (including, but not limited to trees, grass, drainage, curbing, sidewalk, signs, and undedicated parking areas)

APPENDIX B: DEDICATED CITY SPACE

(Figures in parenthesis refer to room numbers stated on floor plan drawings by Odle/Burke Architects, pages A1-A6, dated August 30, 1983.)

private corridor (1001)
public entry (1002)
squad briefing (1003)
canteen (1004)
toilets (1005 and 1006)
coats (1007)
corridor (1008)
narc office (1009)
toilet/search (1010)
police chief (1011)
toilet (1012)
secretaries (1013)
storage (1014)
interview (1015, 1016, 1017, and 1018)
toilet (1019)
records (1020)
office (1021, 1022, and 1023)
storage (1024)
corridor (1026)
women (1027)
communications (1028)
equipment (1029)
passage (1030)
corridor (1032)
patrol office (1034)
detectives (1035)
police evidence (1036)
men (1037)
office (1038)
deputy chief (1039)
equipment storage (1041)
polygraph (1056)
photo lab (1057)
equipment storage (1061)
breath test (1077)
janitor (1105)

parking: 26 places within the police parking lot, plus 4 parking places on the south end of the north and south alley which runs along the west side of the Justice Building.

APPENDIX C: DEDICATED COUNTY SPACE

(Figures in parenthesis refer to room numbers stated on floor plan drawings by Odle/Burke Architects, pages A1-A6, dated August 30, 1983.)

First Floor

stairs (1042)
booking (1043)
search (1044)
shower (1045)
passage (1046)
detox (1047)
chase (1048)
corridor (1050)
stairs (1051)
inmate property (1052)
exercise (1054, 1098, 1099, 1101, and 1102)
corridor (1058)
secure vestibule (1059)
vehicle sallyport (1060)
control equipment storage (1061A)
control (1062)
toilet (1063)
security hall (1064)
visitor search (1065)
lobby (1066)
toilets (1067 and 1068)
attorney visits (1069 and 1070)
visit (1071)
secure visits (1072 and 1073)
holds (1074 and 1075)
interview (1076)
corridor (1079)
receiving (1081)
garbage (1082)
maintenance office (1083)
sheriff's large evidence (1084)
corridor (1085)
telephone (1087)
stairs (1089)
probation storage (1091)
court storage (1092)

Second Floor

All offices and areas (2001-2110) except stairs (2008)

Third Floor

All offices and areas (3001-3109) except stairs (3022)

Fourth Floor

All offices and areas (4001-4088)

Fifth Floor

All offices and areas (5001-5072)

Others

Secured elevator

Parking: 18 places within police parking lot, plus 4 parking places near the sallyport and just north of the sallyport on the north-south alley which runs along the west side of the Justice Building.

RESOLUTION 83-45

ENCOMIUM FOR JERRY YEAGLEY AND THE INDIANA UNIVERSITY
SOCCER TEAM

WHEREAS, Jerry Yeagley and the Indiana University Soccer Team has again provided I.U. and our community with the 1983 NCAA Soccer Championship Title; and

WHEREAS, Jerry Yeagley himself, an All-American Soccer player from Westchester State College in Pennsylvania, twice named Coach of the Year and provider of two back to back NCAA championships has certainly shifted the balance of power from San Francisco to its rightful place right here in Bloomington, Indiana; and

WHEREAS, the entire Bloomington sports community thanks Coach Yeagley for sparing all of us the stress and anxiety of last year's eight periods of overtime play; and

WHEREAS, Coach Yeagley's knowledge and command of the game, his consistent use of American players in what is fast becoming an American sport, his integrity and honesty as a true student of the sport, his own commitment to collegiate athletics despite the lure of professional opportunities and most importantly the esteem in which he is held by his own colleagues and peers as a true "Gentleman of the Sport"; and

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

The Bloomington Common Council and the Mayor of the City of Bloomington express their sincere gratitude to Jerry Yeagley and the Indiana University Soccer Team for the prestige and honor that they have conferred upon the entire Bloomington Community. The role model that you have established serves as an example to student and teacher alike, personifying the very best in collegiate activities.

PASSED and ADOPTED by the Bloomington Common Council on Wednesday, December 14, 1983.

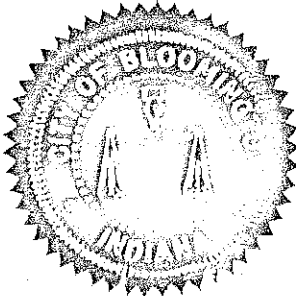
Katherine Dilcher
Katherine Dilcher,
President
Bloomington Common Council

ATTEST:

Patricia Williams
Patricia Williams, City Clerk

SIGNED and APPROVED by me on December 14, 1983.

Tom's sig was on original
Tomilea Allison, Mayor
City of Bloomington



CERTIFICATE OF BLOOMINGTON
CITY CLERK

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

I, Patricia Williams, hereby certify:

1. That I am the duly elected Clerk of the City of Bloomington, Indiana, and as such am custodian of all records of said City, including all proceedings relative to the authorization and issuance of revenue bonds for the financing of economic development facilities upon the application of Wetterau, Incorporated.

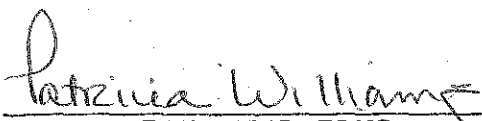
2. That the foregoing documents to which this certificate is attached contains full, true and correct copies of proceedings had and actions taken by the Common Council of said City relating to the authorization, issuance and sale of revenue bonds in an amount of approximately \$6,000,000 for the purpose of construction and equipping of economic development facilities; that the foregoing copy of Resolution No. 83-31, is a full, true and correct copy of the original thereof as adopted by the Common Council of said City and recorded by me in the official records of the City.

3. That the meeting of the Common Council shown in the foregoing minutes was duly called and held in accordance with the practice and all applicable rules of the Council, and that said copy is a full, true and correct copy of the minutes of said meeting.

4. That none of the proceedings shown in the foregoing have been repealed or amended.

5. That there is no litigation pending or threatened affecting any of the proceedings in the foregoing or the sale, execution or delivery of the bond referred to therein.

IN WITNESS WHEREOF, I have hereunto set my hand on this the 1st day of September, 1983.



PATRICIA WILLIAMS
BLOOMINGTON CITY CLERK