

RESOLUTION 82-13

TO APPROVE AN INTERGOVERNMENTAL AGREEMENT FOR THE SHARING OF COSTS IN CONNECTION WITH CONSTRUCTION OF ROGERS STREET OVER I.C.G. RAILROAD BETWEEN THE CITY OF BLOOMINGTON, INDIANA AND MONROE COUNTY, INDIANA.

WHEREAS, the City of Bloomington and the County of Monroe both desire to contract for engineering and construction of a new bridge and approaches on Rogers Street over the I.C.G. Railroad;

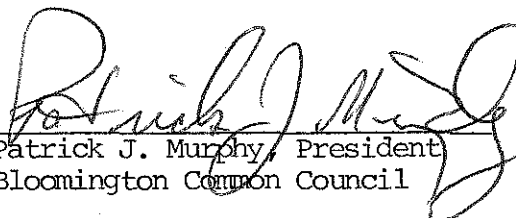
WHEREAS, IC 36-1-7-3,4 and IC 36-7-9,10 authorize local governmental units to enter into agreements to accomplish such construction on a joint basis, subject to the approval of the fiscal body of each unit;

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

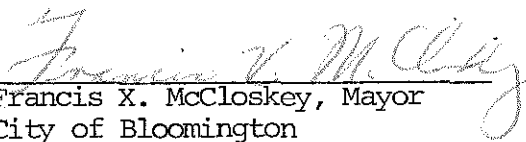
Section 1. The Intergovernmental Agreement for cooperation between the City of Bloomington and Monroe County, Indiana, dealing with construction of said project, a copy of which is attached hereto and made a part hereof, is approved.

Section 2. The Mayor is authorized to execute the agreement for and in behalf of the City of Bloomington.

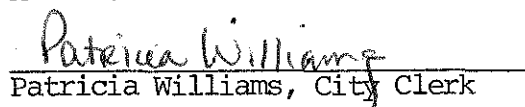
PASSED AND ADOPTED by the Common Council upon this 21 day of July, 1982.


Patrick J. Murphy, President
Bloomington Common Council

SIGNED AND APPROVED by me upon this 22 day of July, 1982.


Francis X. McCloskey, Mayor
City of Bloomington

ATTEST:


Patricia Williams, City Clerk

This resolution approves the terms of an agreement between the City of Bloomington and Monroe County, Indiana, for joint responsibilities in the Rogers Street project over the I.C.G. Railroad. IC 36-1-7-4 and 36-1-7-9,10 require that the agreement be approved by the adoption of substantially identical resolutions on the part of each unit's legislative body.

An Interlocal Agreement for Equalization
of Responsibilities of Construction for
Rogers Street Over Illinois Central Gulf Railroad

This Agreement made this 24 day of May, 1982, by and between City of Bloomington, Indiana, hereinafter called the City Agent, and the Board of County Commissioners, Monroe County, Indiana, hereinafter called the County Agent,

WITNESS, THAT WHEREAS the City Agent and the County Agent desire to contract for engineering and construction of a new bridge and approaches within the city limits of Bloomington, Monroe County, Indiana on Rogers Street over the I.C.G. Railroad, hereinafter called the Project, and

WHEREAS, this Agreement will establish the responsibility of each Agent, and

WHEREAS, both agencies desire to obtain Federal Aid for specific phases of the project, and

WHEREAS, the location of the project within the city limits of Bloomington, Indiana fixes the City Agent to be the designated agent to receive federal funds from the Federal Highway Administration,

NOW, THEREFORE, it is mutually understood, covenanted and agreed by and between the parties, hereto, as follow, to-wit:

1. The environmental phase costs shall be shared equally between the City Agent and the County Agent.
2. The cost of the phases of Engineering Design, Construction and Construction Supervision shall be shared equally by the City Agent and by the County Agent.
3. The City Agent shall be the sole responsible agent to obtain the necessary rights-of-way for the project. City Agent shall apply for federal aid for compensating property owners and any compensation exceeding the available federal assistance shall be shared equally between the City Agent and County Agent.
4. The County Agent authorizes the City Agent to enter into the necessary agreements with State, Federal and private agencies to complete the project.
5. The City Agent, will, from time to time, provide progress reports along with copies of all correspondence agreements and costs relating to the projects. All monies shall be received, dispersed and accounted for by the City Controller.
6. A joint board consisting of the mayor and the president of the Board of Public Works representing the City and the presidents of the County Council and the Board of Commissioners representing the County shall be established for administration purposes.
7. The project limits shall be as follows: (1) Environmental Study: Kirkwood Avenue to 17th Street, and (2) Construction limits: from 11th Street on the South to 14th Street on the North.
8. The duration of this Agreement is no more than four (4) years from date of approval by the Common Council, City of Bloomington and Monroe County. Completion of project and final payment of all shared costs will terminate this agreement.

However, termination of this agreement may occur earlier upon written notice by either party to the other party if the expected federal funds do not cover completely the cost of the project or if the uncovered amount would be a burden to either party. For the purposes of premature termination the environmental phase costs, the engineering design phase costs, and the excess compensation for necessary rights-of-way, all of which are to be shared equally, are excluded from the determination of "costs".

9. The City Agent shall be responsible for recording this Agreement with the County Recorder and for filing this Agreement with the State Auditor and State Board of Accounts not later than sixty (60) days after it takes effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their seals to be affixed and attested the day and year first written above.

CITY OF BLOOMINGTON, INDIANA

MONROE COUNTY BOARD OF COMMISSIONERS

BY

Francis X. McCloskey
Francis X. McCloskey, Mayor

BY

Genevieve T. Ziegl
President

ATTEST:

ATTEST:

Patricia Williams
Patricia Williams, City Clerk

Vi Simpson
Vi Simpson, County Auditor