



Mounds Lake Project

Inter-Local Governmental Agreement

AGREEMENT

TO ESTABLISH A MULTIPLE COUNTY INFRASTRUCTURE AUTHORITY FOR THE INVESTIGATION, PRELIMINARY DESIGN, PERMITTING AND DEVELOPMENT OF THE MOUNDS LAKE RESERVOIR IN MADISON COUNTY AND DELAWARE COUNTY, INDIANA

This Agreement (“AGREEMENT”) is made and entered into pursuant to Indiana Code 36-7-23-4(a)(2), by and among (1) the City of Anderson, Indiana (“Anderson”); (2) the Town of Chesterfield, Indiana (“Chesterfield”); (3) the Town of Daleville (“Daleville”); and (4) the Town of Yorktown (“Yorktown”), with the exclusive right of (1) Madison County, Indiana, by and through the Madison County Commissioners (“MCC”) and the Madison County Council (“MCCO”), and (2) Delaware County, Indiana, by and through the Delaware County Commissioners (“DCC”) and the Delaware County Council (“DCCO”), to join the Agreement.

WITNESSETH:

WHEREAS, the perceived and real need for current and future water supply for central Indiana has been established; and

WHEREAS, Madison County, Indiana and Delaware County, Indiana join at the White River to create a terrain that supports a reservoir; and

WHEREAS, Anderson, Chesterfield, Daleville and Yorktown (collectively, the “Municipalities” or “Parties”) are each municipal corporations organized and existing under the laws of the State of Indiana; and

WHEREAS, the MCC and MCCO represent the executive, legislative and fiscal bodies of Madison County, Indiana, and the DCC and DCCO represent the executive, legislative and fiscal bodies of Delaware County, Indiana (collectively, the “Counties” or “Potential Parties”);

WHEREAS, the Municipalities wish to create and establish a multiple county infrastructure authority amongst themselves, with the exclusive right of the Counties to join, pursuant to IC 36-7-23 whose goal is to pursue a plan for the investigation, preliminary design, permitting and development of a reservoir in Madison County and Delaware County, Indiana; and

WHEREAS, the Municipalities agree that it would benefit all Parties, and Potential Parties, to this Agreement if they could establish a representative body, to investigate and study all aspects of the reservoir project; and

WHEREAS, each of the Municipalities individually does not promise or commit local funding, fees or debt financing to the project or the Commission; and

WHEREAS, since none of the Municipalities are obligated to contribute funds, it is not anticipated that there will be a distribution of any funds contributed by the Municipalities; nevertheless, per IC 36-7-23-4, any such funds contributed will be distributed to the Municipalities on a pro rata basis determined from each Municipality's contribution of funds.

WHEREAS, the Municipalities desire to enter into this mutual beneficial Agreement for the betterment of their respective communities; and

WHEREAS, this Agreement is entered based upon the current jurisdictional boundaries of each of the Parties, its extraterritorial authority, the current statutory authorizations, and the Parties' current perceptions of the scope of their mutual interests; and

WHEREAS, the Parties have no ability to predict changes that may occur in their respective jurisdictional boundaries, in the underlying enabling legislation, or in the future scope of their mutual interests; and

WHEREAS, the Parties agree to work together in good faith to negotiate future amendments to this Agreement as may become reasonable and advisable as circumstances may change; and

WHEREAS, each of the Municipalities has adopted ordinances authorizing the execution of this Agreement and, if the Counties choose to join the Agreement, the executives of Madison and Delaware County will execute an order authorizing the Agreement at that time.

NOW, THEREFORE, it is mutually agreed by and between the Parties hereto as follows:

1. That there is hereby established a Multiple County Infrastructure Authority to be known as the Mounds Lake Commission.

2. That the purpose of the Mounds Lake Commission (the “Commission”) shall be:
 - A. To promote cooperation among the participating governmental units in the investigation, study and the development of a reservoir in Madison County and Delaware County, Indiana. A copy of the preliminary drawing depicting the proposed location of the reservoir is attached to the Agreement and marked as “Exhibit A”.
 - B. To utilize private and public sector resources for the development of the project.
 - C. To develop a plan to address community impacts and the infrastructure of the reservoir, including all water resources, bridges, roads, airport, parks, highways and all utilities, including but not limited to, a new water utility, water, sewer, electric, telecommunications and gas lines, as well as, all necessary planning and zoning. Each of the Municipalities retains jurisdiction over zoning, tax abatements, tax increment financing, and other incentives within their respective jurisdictions.
 - D. To coordinate and work with all state and federal governmental agencies on preliminary design and permitting, including but not limited to, the Governor, Indiana General Assembly, Indiana Department of Natural Resources, Indiana Department of Environmental Management, Indiana Department of Transportation, U.S. Department of Homeland Security, Environmental Protection Agency, U.S. Army Corps of Engineers, Federal Emergency Management Agency, and the Federal Aviation Administration.
 - E. To develop a plan for the operation and use of the reservoir.
 - F. To provide a plan for funding the project, utilizing both the public and private sectors to find the best revenue sources.

- G. To provide a plan in which the operation of the infrastructure will generate sufficient revenue to pay off any long term debt.
 - H. To report semiannually to the participating units concerning its findings and progress.
 - I. To recommend to the participating units whether they should proceed to amend this agreement so as to authorize the Commission to proceed to final design, permitting and construction of the reservoir. Unless and until this Agreement is so amended so as to authorize the Commission to proceed with construction, as shown by adoption of all units who are a party to this Agreement of an ordinance approving such amendment, nothing herein will be construed as authorizing the Commission to construct the reservoir.
3. That the power and authority shall be vested in a board of directors to be known as the Mounds Lake Commission Board of Directors (“Board”). The Board shall be comprised of eight (8) members, unless the Counties choose to join at a later date, whereas the Board will be comprised of up to twelve (12) members, as follows:
- A. One (1) member shall be appointed by the executive of each participating unit; and
 - B. One (1) member shall be appointed by the fiscal body of each unit.
 - C. A member must be an elected official of the unit he or she represents and must reside within the unit that he or she represents pursuant to IC 36-7-23-10.
 - D. Each member shall serve a term of four (4) years from the date of his or her appointment and shall continue to serve until his or her successor is appointed. The terms of the initial members appointed by the fiscal body of the City of Anderson and, if the Counties join at a later date, the fiscal bodies of Madison and Delaware Counties, shall expire after one (1) year. The terms of the initial members appointed by

the fiscal bodies of Daleville, Chesterfield and Yorktown shall expire after two (2) years. The terms of the initial members appointed by the executive of Anderson and, if the Counties join at a later date, Madison and Delaware Counties, shall expire after three (3) years; and the terms of the remaining initial members shall expire after four (4) years.

- E. A member of the Board can be removed by the appointing authority for absenteeism or when he or she ceases to be an elected official.
- F. At its first meeting, and thereafter at the first meeting of each successive year, the members of the Board shall elect a Chairman, Vice Chairman and Secretary.
- G. The Board shall meet not less than on a quarterly basis, and all meetings shall be subject to the provisions of the open door law.
- H. A simple majority of the Board shall constitute a quorum.

I. All members shall serve without compensation.

- 4. The Board and the Commission shall have all powers and duties set forth in I.C. 36-7-23.
- 5. The Commission shall have the authority to hire such employees and retain such professional services as are necessary to assist the Commission, including without limitation an executive director, secretary, legal counsel, engineers and technical experts.
- 6. This Agreement shall be in full force and effect from and after its approval by each of the Parties as may be required by law, and its execution by a duly authorized representative. The term of this Agreement shall expire on January 1, 2019, unless this Agreement is amended.

This Agreement is executed by the executive of each participating unit following approval by Ordinance of the unit's respective fiscal body. This Agreement may be executed in counterparts.

City of Anderson

Kevin S. Smith, Mayor

Date: _____