RESOLUTION 2018-18

RESOLUTION OF THE TOWN OF CUMBERLAND TO AMEND THE STELLAR COMMUNITIES INTERLOCAL GOVERNMENTAL AGREEMENT

WHEREAS, the Towns of Cumberland, McCordsville, and New Palestine ("the Towns") have collaborated to apply for a regional Stellar designation for the Mt. Comfort Gateway Corridor;

WHEREAS, the Towns approved the interlocal agreement in May 2018;

WHEREAS, the Office of Community and Rural Affairs has since provided guidance on specific items that should be included in the interlocal agreement;

WHEREAS, the Town of Cumberland desires to amend the interlocal governmental agreement by and between the Towns in order to decide what resources are needed, how the resources are provided, how the resources are paid for, how decisions will be made, and how reporting will be achieved;

WHEREAS, such interlocal governmental agreement has been drafted to the satisfaction of the Town Council of Cumberland and is attached as “Attachment #1” to this resolution;

WHEREAS, the Town Council of the Town of Cumberland Indiana, believes that approval of this Resolution is in the best interest of the health, safety, and welfare of the citizens of the Town of Cumberland, Indiana.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Cumberland, Indiana, that the Town will enter into the attached Interlocal Governmental Agreement and to abide by its terms.

Adopted this 17th of October, 2018.

Cumberland Town Council:

[Signature]

Anna Pea, Town Council President

Attest: [Signature]
Joe Siefker, Town Council Vice President

Erica Salmon, Clerk-Treasurer

Nicole Bell, Town Council Member

Brian Gritter, Town Council Member

Aaron Cutshaw, Town Council Member
INTERLOCAL GOVERNMENTAL AGREEMENT – AMENDMENT #1

It is hereby agreed, pursuant to Indiana Code 36-1-7, by and between the Town Council of Cumberland, the Town Council of McCordsville, and the Town Council of New Palestine, all incorporated towns located in Hancock County, Indiana, as follows:

WHEREAS, the Town of Cumberland, Town of McCordsville, and Town of New Palestine (hereinafter referred to as “the Towns”) have come together as a region to apply for Stellar Designation for the Mt. Comfort Gateway Corridor and have been selected as finalists;

WHEREAS, the Towns agree the award of a Stellar Designation for the Mt. Comfort Gateway Corridor would be beneficial to the Towns and the region as a whole;

WHEREAS, a successful Stellar application requires a commitment from all the Towns to provide financial support to fund items such as marketing, planning, surveys, social media marketing, branding, and other associated items;

WHEREAS, a successful Stellar application requires other resources such as commitment of staff and Town Councils’ time, commitment, efforts, and actions;

WHEREAS, the Towns desire to enter into an agreement to provide the types of support named above in hopes of obtaining a Stellar designation for the Mt. Comfort Gateway Corridor.

NOW, THEREFORE, said parties agree as follows:

1. Duration – This agreement shall be effective upon its adoption by all parties. It shall remain in effect throughout the Stellar process. If the Mount Comfort Gateway Corridor is chosen as a Stellar designee, this agreement shall remain in effect through January 31, 2023. If the region is unsuccessful in obtaining a Stellar designation, this agreement shall remain in effect through December 31, 2018;

2. Purpose – The purpose of this agreement is to provide the necessary financial support, necessary time and effort of staff and each respective Town Council, and other resources necessary to obtain a Stellar designation for the Mount Comfort Gateway Corridor;

3. Financial Commitment – The Towns agree to evenly split joint costs associated with the Stellar application. Any costs associated with individual projects must be solely born by the benefitting Town. The Cumberland Town Manager shall keep an up-to-date accounting of all associated costs and how the costs are accurately to be allocated to each Town’s appropriate share of the costs. If an amount is due, the Cumberland Town Manager will send out an invoice at the end of each evenly numbered calendar month during which this agreement is effective. The maximum financial liability for any party to this agreement shall not exceed $20,000 during the application process. If Stellar
Designation is awarded, each town will be responsible for matching funds for projects within their specific communities.

4. **Staff Commitment and Other Support** – The Towns agree to provide the necessary staff members and their time, as well as other resources, including but not limited to: space for meetings and other associated gatherings, access to social media and websites to promote and advertise, individual support and time of elected officials as needed, and other resources without associated costs which shall be provided by each Town;

5. **Joint Board** – This agreement shall be administered through a joint board comprising of two representatives from each Town. The members of the board shall have the power to jointly decide what resources are necessary for a Stellar application and to commit those resources on behalf of their respective Towns. All decisions of the joint board must be supported by at least four members with at least one representative from each Town. Furthermore, the joint board will have the power to enter into contracts for services when applicable. Such commitments and contracts made by the joint board shall be honored by all parties to this agreement. The joint board shall consist of the following members:
   a. Cumberland Town Manager
   b. Cumberland Assistant Town Manager or Director of Planning and Development
   c. McCordsville Town Manager
   d. McCordsville Director of Planning and Building
   e. New Palestine Town Manager
   f. A New Palestine Town Council Member

6. **Project Prioritization** – Priorities will be determined by each community ranking their projects. The Steering Committee will rank projects by type: placemaking, economic development, historical, and Infrastructure. The Joint Board will develop the final set of priorities based on readiness, financial need, and whether the project furthers the goals of the Regional Development Plan.

7. **Resolving Issues** – The team will use consensus techniques to resolve issues. When consensus cannot be achieved a simple majority vote will be used to resolve issues.

8. **Reporting** – The team will report to the Steering Committee quarterly and an annual report will be completed and made available to the public including project status, outreach efforts, and a funding update.

9. **Continued Collaboration** – The towns commit to continued collaboration throughout the Stellar Communities process. The steering committee make-up will be modified as needed to reflect the work of the committee. Projects may be added/deleted or modified at the approval of the Joint Board.
10. **Property** – This agreement does not authorize the purchase of real property. It also does not authorize the purchase of personal property outside of professional services, marketing materials, plans, surveys, studies, and other such documents. Copies of all property purchased under this agreement shall be provided to each Town;

11. **Conditions** – It is understood by and between the parties hereto that this Interlocal Governmental Agreement is contingent upon the following conditions:
   a. This agreement must be recorded by the Hancock County Recorder and must be filed with the State Board of Accounts for audit purposes;
   b. This agreement is subject to the availability of public funds;
   c. This agreement must be adopted by the respective Town Councils by ordinance or resolution;

12. **Entire Agreement** – This Interlocal Governmental Agreement contains the entire agreement of the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed in several counterparts and their respective names by the duly authorized signature below.

Adopted is 17th of October, 2018.

Town Council of Cumberland, Indiana

Anna Pea, Town Council President

Joe Siefker, Town Council Vice President

Erica Salmon, Clerk-Treasurer
Nicole Bell, Town Council Member

Brian Gritter, Town Council Member

Aaron Cutshaw, Town Council Member
Adopted is _____ of October, 2018.

Town Council of McCordsville, Indiana

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Larry Longman, Town Council President

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Barry Wood, Town Council Vice President

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Bryan Burney, Town Council Member

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Tom Strayer, Town Council Member

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Branden Williams, Town Council Member
Adopted is _____ of October, 2018.

Town Council of New Palestine, Indiana

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Clint Bledsoe, Town Council President

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Brandee Bastin, Town Council Vice President  
Becky Hilligoss, Clerk-Treasurer

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Jan Jarson, Town Council Member