

**COMMON COUNCIL OF THE CITY OF HOBART, INDIANA**

**Resolution No. 2017-05**

**A Resolution to Adopt and Approve an Interlocal Agreement with Porter County on Latex Paint Recycling Services**

WHEREAS, the Common Council (“Council”) of the City of Hobart, Indiana (“City”) has received a proposed Interlocal Agreement by and between the City and Porter County to continue the provision of Latex Paint Recycling services by the City to Porter County residents and non-profit organizations; and

WHEREAS, representatives of the City and Porter County have concluded negotiations and submitted a draft agreement for adoption by the Council, said Agreement being attached hereto and made a part hereof; and

WHEREAS, said Agreement will take effect upon its adoption by both governmental entities, and continue in effect until December 31, 2019, subject to renewal as stated in the Agreement, and will permit Porter County residents and non-profit organizations (but not businesses) to continue to deliver to Hobart latex paint for recycling and offer recycled latex paint for purchase at the City’s established price; and

WHEREAS, Porter County will compensate the City by paying the established cost per gallon to Hobart for the number of gallons of paint delivered to Hobart by Porter County residents and non-profit organizations that exceeds the number of gallons purchased or given to Porter County residents or non-profit organizations, respectively for each calendar year; and

WHEREAS, a power that may be exercised by an Indiana political subdivision and by one (1) or more other governmental entities may be exercised by one or more entities on behalf of others; or jointly by the entities pursuant to I.C. §36-1-7-2; and

WHEREAS, the Council, in order to make the proposed Interlocal Agreement effective under the law, desires to enact this Resolution approving and adopting said Agreements and spreading same upon the public record.

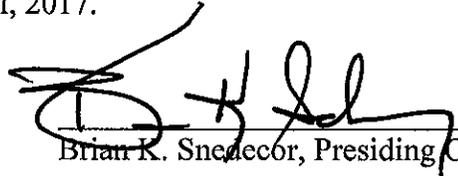
THEREFORE, BE IT RESOLVED by the Common Council of the City of Hobart, Indiana as follows:

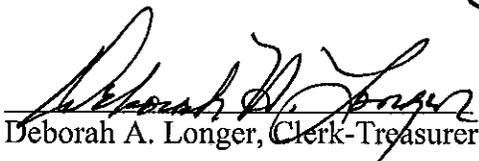
SECTION ONE: The Interlocal Agreement by and between the City and Porter County to provide latex paint recycling services, substantially in accord with the attached Agreement, is hereby approved and adopted in all respects, and the City Executive and Clerk-Treasurer are authorized to execute and attest to same, or one substantially in conformance with it, on behalf of the City; and

SECTION TWO: Upon such execution, the instrument attached hereto shall constitute the valid and subsisting agreement of the City for the uses and purposes stated therein.

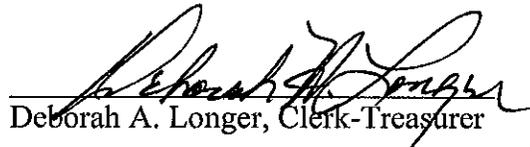
SECTION THREE: The provisions of said Agreement in its entirety are specifically incorporated herein by reference as if fully set out as an integral part of this Resolution.

ALL OF WHICH is PASSED and ADOPTED by the Common Council of the City of Hobart, Indiana on this 19th day of April, 2017.

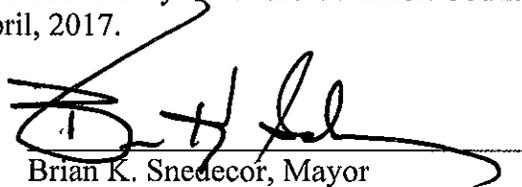
  
Brian K. Snedecor, Presiding Officer

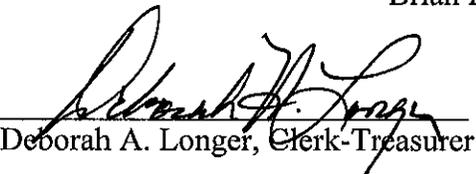
ATTEST:   
Deborah A. Longer, Clerk-Treasurer

PRESENTED by me to the Mayor of the City of Hobart on the 19<sup>th</sup> day of April, 2017 at the hour of 6:45 p.m.

  
Deborah A. Longer, Clerk-Treasurer

APPROVED, EXECUTED and RETURNED by me to the Common Council of the City of Hobart on this 19<sup>th</sup> day of April, 2017.

  
Brian K. Snedecor, Mayor

ATTEST:   
Deborah A. Longer, Clerk-Treasurer

## LATEX PAINT RECYCLING INTERLOCAL AGREEMENT

This agreement having been entered into this 19 th day of April, 2017 by the **RECYCLING & WASTE REDUCTION DISTRICT OF PORTER COUNTY**, hereinafter referred to as the “**District**”, and **THE CITY OF HOBART**, Lake County, Indiana, hereinafter referred to as “**Hobart**”. The purpose of this agreement is to memorialize and document certain understandings which have been reached by the parties and to further waste reduction and recycling efforts throughout Northwest Indiana, specifically recycling of latex paint. The parties hereto being desirous of memorializing their agreement regarding a working relationship for **Hobart** to accept and recycle latex paint from the **District** do hereby agree as follows:

1. That **Hobart** agrees to accept and recycle latex paint generated by Porter County residents as well as latex paint collected by the **District** at HHW events. Latex paint generated by businesses WILL NOT be accepted by **Hobart**. All site maintenance and operating expenses related to the latex paint recycling, except as otherwise provided in this agreement, shall be the sole and exclusive responsibility of **Hobart**.
2. That **Hobart** agrees there will be no charge for accepting latex paint from the **District**, Porter County residents, or not for profit organizations from Porter County. Again, latex paint generated by businesses WILL NOT be accepted by **Hobart**.
3. That the **District** agrees to promote the recycled latex paint product generated by **Hobart** for purchase and use by Porter County residents, businesses, not for profit organizations and government agencies.
4. That the **District** agrees the sales cost per gallon of recycled latex paint is determined by **Hobart** and is subject to change. The current sales cost per gallon of recycled paint at the signing of this agreement is \$3.09 per gallon. The **District** agrees that a 3% increase to the cost per gallon for each year this agreement is in place will be applied.
5. That Porter County residents and businesses can purchase recycled latex paint from **Hobart** at the going sales cost per gallon as determined by the **Hobart**

Common Council. **Hobart** further agrees that Porter County not for profit organizations and government agencies can receive recycled latex paint at no charge.

- 6. That **Hobart** Public Works will record the volumes of all latex paint received from a Porter County source. Further, **Hobart** Public Works will record the volumes of recycled latex paint sold or given to Porter County residents, businesses, not for profit organizations and government agencies. **Hobart** agrees to provide the **District** with a quarterly accounting of Porter County volumes received and volumes distributed.
- 7. That the **District** agrees at the end of each calendar year to pay **Hobart** the current cost per gallon as outlined in #4 for any excess volumes of Porter County generated recycled latex paint not sold or given back to Porter County residents, businesses, not for profit organizations and government agencies within the calendar year.
- 8. This agreement shall commence on JANUARY 1, 2017 and shall continue for three (3) years through December 31, 2019. Upon mutual consent of both parties, this agreement may be extended on an annual basis for a period of up to an additional two (2) years unless terminated by either party to the agreement. **Hobart** and the **District** reserve the right to unilaterally terminate this agreement upon thirty (30) days written notice.

ALL OF WHICH HAVING BEEN AGREED TO by these parties this 19th day of April, 2017.

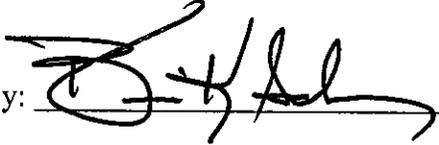
RECYCLING & WASTE REDUCTION  
DISTRICT OF PORTER COUNTY

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

CITY OF HOBART

By: 

ATTEST:

By: 