

**COMMON COUNCIL OF THE CITY OF HOBART, INDIANA  
RESOLUTION NO. 2018-09**

**A Resolution to Adopt and Approve an Interlocal Agreement  
with the Government of Lake County for Improvements to the  
Third Street Bridge over Lake George**

WHEREAS, the Common Council (“Council”) of the City of Hobart, Indiana (“City”) has received a proposed Interlocal Agreement by and between the City and the government of Lake County, Indiana (“County”), said Agreement being attached hereto and made a part hereof, and entitled “Joint Interlocal Cooperation Agreement for the Lake County Bridge No. 253, 3<sup>rd</sup> Street over Lake George, Between the City of Hobart, Indiana and Lake County, Indiana” (“Agreement”); 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 City is located within the boundaries of Lake County and the public thoroughfare known as Third Street (“Street”) traverses the City from East to West; and

WHEREAS, the Street crosses Lake George within the City over a reinforced concrete bridge owned and under the County’s jurisdiction and known as Bridge No. 253 (“Bridge”); and

WHEREAS, the City otherwise has ownership, control and jurisdiction of the Street within its boundaries; and

WHEREAS, the City has undertaken a project to improve the storm water management characteristics of Lake George (“Project”) which includes widening the channel crossed by the bridge span, raising the bridge elevation and improving the approaches to the bridge; and

WHEREAS, the Project is scheduled to commence in July, 2018 and the County, through the attached Agreement, has pledged to contribute the sum of One Million and no/100 Dollars

(\$1,000,000.00) to the cost of the project; and

WHEREAS, the County and City have reached an understanding on the performance, management, timing and funding of various aspects of the Bridge Improvements and have memorialized that understanding in the attached Agreement under the Interlocal Cooperation Act (“Act”) of the State of Indiana (I.C. §36-1-7-1, *et seq.*, particularly I.C. §36-1-7-9); and

WHEREAS, the Council, in order to make the Agreement effective under the Act, desires to enact this Ordinance approving and adopting the Agreement, authorizing its execution, and spreading same upon the public record.

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

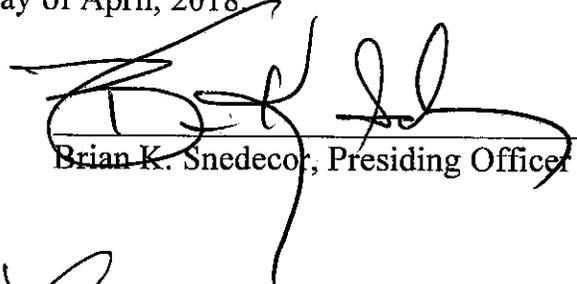
*SECTION ONE.* The “Joint Interlocal Cooperation Agreement for the Lake County Bridge No. 253, 3<sup>rd</sup> Street over Lake George, between the City of Hobart, Indiana and Lake County, Indiana” which is attached hereto and made a part hereof is hereby approved and adopted in all respects.

*SECTION TWO:* The Mayor and Clerk-Treasurer of the City are hereby authorized to execute and attest to said Agreement, respectively. Upon such execution and the occurrence of the other acts of execution, recording and filing set out in Section 16 of the Agreement, 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 Sections 1 through 16 of said Agreement in their entirety, inclusive, are specifically incorporated herein by reference as if fully set out as an integral part of this Resolution. All resolutions or portions thereof in effect prior to the effective date and in conflict with the provisions of this ordinance are hereby repealed.

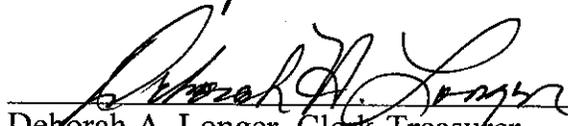
*SECTION FOUR:* This resolution shall become effective upon adoption in the manner required by law.

ALL OF WHICH is PASSED and ADOPTED by the Common Council of the  
City of Hobart, Indiana on this 18th day of April, 2018.

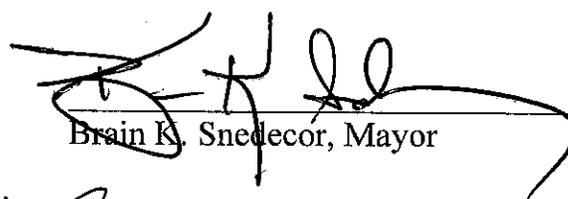
  
\_\_\_\_\_  
Brian K. Snedecor, Presiding Officer

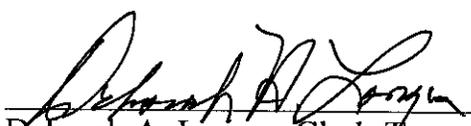
ATTEST:   
\_\_\_\_\_  
Deborah A. Longer, Clerk-Treasurer

PRESENTED by me to the Mayor of the City of Hobart on the 18<sup>th</sup> day  
of April, 2018 at the hour of 7:15 pm.

  
\_\_\_\_\_  
Deborah A. Longer, Clerk-Treasurer

APPROVED, EXECUTED and RETURNED by me to the Common  
Council of the City of Hobart on this 18<sup>th</sup> day of April, 2018.

  
\_\_\_\_\_  
Brian K. Snedecor, Mayor

ATTEST:   
\_\_\_\_\_  
Deborah A. Longer, Clerk-Treasurer

**JOINT INTERLOCAL COOPERATION AGREEMENT FOR THE LAKE COUNTY  
BRIDGE #253, 3<sup>RD</sup> STREET OVER LAKE GEORGE, BETWEEN THE CITY OF  
HOBART, INDIANA AND LAKE COUNTY, INDIANA**

This **JOINT INTERLOCAL COOPERATION AGREEMENT FOR THE LAKE COUNTY BRIDGE #253, 3<sup>RD</sup> STREET OVER LAKE GEORGE, BETWEEN THE CITY OF HOBART, INDIANA AND LAKE COUNTY, INDIANA** (hereinafter referred to as this "Agreement") is made and entered into this \_\_\_ day of \_\_\_, 2018, in accordance with Indiana Code §36-1-7, *et seq.*, as amended from time to time, by and between the CITY OF HOBART, Lake County, Indiana, a Municipal Corporation, by its City Council (hereinafter referred to as "HOBART"), and LAKE COUNTY, INDIANA, a unit of local government, by its BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as "COUNTY"), each a political subdivision and unit organized and operating under the laws of the State of Indiana, as set forth hereinafter:

**RECITALS**

**WHEREAS**, HOBART is a unit of local government located in Lake County, Indiana, with jurisdiction over all real property and residents located within and inhabiting properties within the Municipal Corporate Boundaries of HOBART; and

**WHEREAS**, COUNTY is a unit of local government located in Lake County, Indiana, with jurisdiction over certain real property located within the Corporate Boundaries of Lake County; and

**WHEREAS**, HOBART and COUNTY have each been advised that the provisions of Indiana Code §36-1-7-1, *et seq.* (Interlocal Cooperation Act and referred to hereinafter as the "Act"), as amended from time to time, permit local governmental units and entities to make the most efficient use of their powers by enabling governmental units to mutually contract and utilize services for the mutual benefit of the participating governmental entities; and

**WHEREAS**, HOBART and COUNTY are political subdivisions empowered by the Act with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services and facilities at a lesser cost; and

**WHEREAS**, HOBART and COUNTY each seek to enter into a joint interlocal cooperation agreement based upon the terms and provisions of the Act, as amended from time to time, together, to provide for the Lake County Bridge #253, 3<sup>rd</sup> Street over Lake George, improvement public works project for the mutual benefit of the participating governmental units; and

**WHEREAS**, HOBART, and COUNTY have determined that entry into a joint interlocal cooperation agreement for the Lake County Bridge #253, 3<sup>rd</sup> Street over Lake George, improvement public works project is in the best interests of the residents of HOBART and COUNTY, and therefore, have determined that it is advisable to enter into and become a

participating unit under such a joint interlocal cooperation agreement pursuant to the applicable provisions of State Law, as amended from time to time.

**WHEREAS**, the estimated cost of Lake County Bridge #253, 3<sup>rd</sup> Street over Lake George, improvement public works project is Four Million Eight Hundred and Fifty Thousand Dollars (\$4,850,000.00). COUNTY has agreed to contribute an amount not to exceed One Million Dollars (\$1,000,000.00) to HOBART from its county economic development income tax ("CEDIT") funds for the Lake County Bridge #253, 3<sup>rd</sup> Street over Lake George, improvement public works project.

### **COVENANTS**

**NOW, THEREFORE, HOBART and COUNTY, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledged, do hereby agree as follows:**

#### **SECTION 1: DURATION.**

The duration of this Agreement shall be from the execution date of this Agreement to completion of the Project as defined herein, provided that this Agreement is adopted by Resolution by HOBART and COUNTY.

#### **SECTION 2: PURPOSE.**

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of HOBART and COUNTY concerning the Lake County Bridge #253, 3<sup>rd</sup> Street over Lake George, improvement public works project.

#### **SECTION 3: PROJECT DEFINED.**

This Project is defined, as amended from time to time, as the Lake County Bridge #253, 3<sup>rd</sup> Street over Lake George, improvement public works project, to be supervised and completed by HOBART, all of which is designed for the benefit of the citizens and residents of HOBART and COUNTY. The Project is further defined by the bridge engineering plans being prepared by Butler, Fairman and Seufert. COUNTY agrees to contribute an amount not to exceed One Million Dollars (\$1,000,000.00) to HOBART from its CEDIT funds for the Lake County Bridge #253, 3<sup>rd</sup> Street over Lake George, improvement public works project. The construction contract is expected to be executed by May 31, 2018. The project is expected to commence by July 31, 2018 and to be completed by September 30, 2019.

#### **SECTION 4: PROJECT FUNDING.**

COUNTY will pay an amount not to exceed One Million Dollars (\$1,000,000.00) to HOBART from its CEDIT funds for the Lake County Bridge #253, 3<sup>rd</sup> Street over Lake George, improvement public works project within thirty (30) days after the award of the construction contract for Lake County Bridge #253, 3<sup>rd</sup> Street over Lake George, improvement public works project by HOBART.

#### **SECTION 5: ADMINISTRATION AND AUTHORITY DELEGATION.**

This Agreement shall be administered through HOBART. HOBART is the lead agent for the Lake County Bridge #253, 3<sup>rd</sup> Street over Lake George, improvement public works project

and will be handling all bidding, contract awards, and construction oversight. The powers of HOBART shall be as follows: the powers of the entity shall be exercised by HOBART and shall be construed to include all powers directly granted it under the Act and only those powers exercisable by the participating entities individually and deemed necessary to carry-out the Project commencement and completion as set forth in Section 3 of this Agreement. That the LAKE COUNTY AUDITOR is hereby designated to disburse and account for all funds contributed by COUNTY.

**SECTION 6: ASSIGNMENT OF RIGHTS.**

No Party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity.

**SECTION 7: AMENDMENTS.**

The terms of this Agreement may not be amended, supplemented, waived or modified without the prior written approval of all Parties.

**SECTION 8: FORCE MAJEURE.**

Except as otherwise provided in this Agreement, HOBART and COUNTY, shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical difficulties, or any other cause of any nature whatsoever beyond the control of HOBART and COUNTY, which was not avoidable in the exercise of reasonable care and foresight.

**SECTION 9: NOTICES.**

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, or hand-delivered, to the following:

**HOBART**

City of Hobart, Indiana

414 Main Street

Hobart, Indiana 46342

Attn: Mayor, City Attorney, City Council President, President of Hobart Sanitary and Storm water District, President of Hobart Board of Public Works and Safety

**COUNTY**

Lake County Board of Commissioners

2293 North Main Avenue

3<sup>rd</sup> Floor, Building "A" Crown Point, IN 46307

Attn: Board of County Commissioners and Attorney to Board of County Commissioners

**SECTION 10: CAPTIONS.**

The captions and section designations herein set forth are for convenience only, and shall have no substantive meaning.

**SECTION 11: SEVERABILITY.**

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

**SECTION 12: ENTIRETY OF AGREEMENT.**

This Agreement represents the entire understanding between the Parties and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Parties, and their respective assigns and successors in interest.

**SECTION 13: MATERIAL DISPUTE.**

The parties agree that HOBART and COUNTY shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the Parties agree that the dispute will be governed by the laws of the State of Indiana in a court of competent jurisdiction. The Parties agree that each Party shall be responsible for its own attorney fees, absent any applicable provision of law to the contrary.

**SECTION 14: COUNTERPARTS.**

This Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

**SECTION 15. RECORDING AND FILING.**

Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder. No later than sixty (60) days after it takes effect and is recorded, the Agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I.C. §36-1-7-6.

**SECTION 16: PUBLIC ACTION.**

It is expressly acknowledged and stated that this Agreement is executed and entered into by HOBART and COUNTY after action by each entity to approve the Agreement at a duly advertised Public Meeting of the following:

A. By the City Council as the fiscal body of the City of HOBART, Lake County, Indiana, a Municipal Corporation, on the 18<sup>th</sup> day of April, 2018, by a vote of 7 in favor and 0 against, and whereby the City Council President, and Clerk-Treasurer, respectively, were directed to execute and attest same, and deliver the Agreement herein.

B. BRIAN K. SNEDECOR Mayor of the City of HOBART as its Executive on the 18<sup>th</sup> day of April, 2018.

C. BRIAN K. SNEDECOR City of Hobart Board of Public Works and Safety as its President on the 18<sup>th</sup> day of APRIL, 2018.

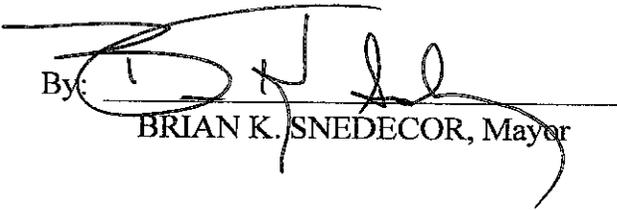
D. Robert B. Fulton City of Hobart Sanitary and Storm water District Board of Commissioners as its President on the 24<sup>th</sup> day of APRIL, 2018.

E. By the Lake County Council as the fiscal body of the municipal body known as Lake County on the \_\_\_ day of \_\_\_, 2018 by a vote of \_\_\_ in favor and \_\_\_ against and whereby the Lake County Auditor was directed to attest the same.

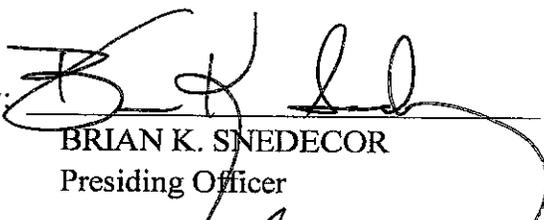
F. By the Board of County Commissioners, Lake County, Indiana, as the county executive of the municipal body known as Lake County on the \_\_\_ day of \_\_\_, 2018 by a vote of \_\_\_ in favor and \_\_\_ against and whereby the Lake County Auditor was directed to attest the same.

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF HOBART, INDIANA,**

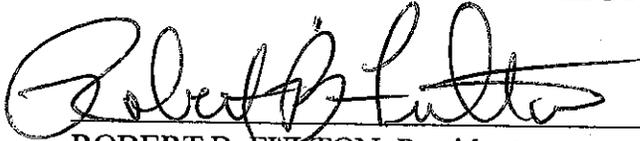
By:   
BRIAN K. SNEDECOR, Mayor

**CITY OF HOBART, BOARD OF PUBLIC WORKS AND SAFETY**

By:   
BRIAN K. SNEDECOR  
Presiding Officer

ATTEST:   
DEBORAH A. LONGER, Clerk-Treasurer

**CITY OF HOBART SANITARY DISTRICT  
BOARD OF COMMISSIONERS AND STORM WATER  
DEPARTMENT BOARD OF DIRECTORS**

  
\_\_\_\_\_  
ROBERT B. FULTON, President

ATTEST:   
\_\_\_\_\_  
PHILLIP E. GRALIK, P.E.  
Secretary

**WITNESS WHEREOF, the Parties, by their duly authorized Officials and  
Representatives have caused this Agreement to be executed this \_\_\_\_\_ day of  
\_\_\_\_\_, 2018.**

**BOARD OF COUNTY  
COMMISSIONERS, LAKE  
COUNTY, INDIANA**

\_\_\_\_\_  
Kyle W. Allen Sr., Commissioner 1<sup>st</sup> District

\_\_\_\_\_  
Jerry Tippy, Commissioner 2<sup>nd</sup> District

\_\_\_\_\_  
Michael C. Repay, Commissioner 3<sup>rd</sup> District

Attest: \_\_\_\_\_