

**RESOLUTION NO. 1999**

**A RESOLUTION AUTHORIZING THE ENTRY INTO AN INTERLOCAL COOPERATION AGREEMENT FOR THE PURCHASE OF CONSTRUCTION AND OTHER SERVICES, SUPPLIES AND EQUIPMENT FOR MUTUAL BENEFIT**

**WHEREAS**, Indiana Code I.C. 36-1-7-1, et seq., allows government entities to make the most efficient use of their powers by enabling them to mutually utilize vendors, contractors, equipment, supplies, engineering and construction services and other services for the mutual benefit of each other; and

**WHEREAS**, the Little Calumet River Basin Development Commission ("LCRBDC") is created pursuant to I.C. 14-13-2-5 as a public body, with authority to contract on the basis of mutual advantage so as to better provide public services and facilities on a more efficient basis; and

**WHEREAS**, the Towns of Dyer, Munster, and Schererville ("Towns") are each political subdivisions empowered by the Indiana Interlocal Cooperation Act, as amended (I.C. 36-1-7-1, et. seq.), with authority to contract on behalf of other governmental agencies on the basis of mutual advantage so as to provide public services and facilities on a more efficient basis; and

**WHEREAS**, LCRBDC and the Towns desire to enter into an Interlocal Cooperation Agreement for the Purchase of Construction and Other Services, Supplies and Equipment for Mutual Benefit ("Agreement") consistent with I.C. 36-1-7-1 et. seq., to carry out a construction project as outlined in the "Little Calumet River Basin Development Commission Application for Funding Construction Projects" dated December 1, 2014 incorporated herein by reference and made a part hereof. Furthermore, the Agreement shall provide for the ability to purchase construction services, engineering services, other services, supplies and equipment for the mutual benefit of the participating entities;

**Section One:** That the Town of Munster shall take all appropriate and legal measures to enter into an Interlocal Agreement with and among the LCRBDC and the Towns of Dyer, Munster and Schererville Management for construction of a storm water sewer to serve the Towns.

**Section Two:** That the President of the Town Council of Munster is hereby authorized and permitted to enter into the Interlocal Agreement for the purchase and utilization of equipment, supplies and services for the mutual benefit of the political subdivisions herein named, at shared costs, as defined therein, pursuant to the applicable provisions of Indiana Code 36-1-7-1, et. seq.,

as amended from time to time; further the Clerk-Treasurer is hereby authorized to attest the execution of said agreement by the President of the Town Council.

**Section Three:** That a copy of the Interlocal Cooperation Agreement between and among the parties as proposed is attached to this Resolution and incorporated herein by reference.

**Section Four:** That this Resolution shall take effect and be in full force and effect from and after its passage by the Town Council of the Town of Munster, Lake County, Indiana.

RESOLVED AND ADOPTED by the Town Council of the Town of Munster this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ opposed.

TOWN COUNCIL OF THE TOWN OF  
MUNSTER, LAKE COUNTY, INDIANA

\_\_\_\_\_  
Andy Koultourides, President

ATTEST:

\_\_\_\_\_  
David F. Shafer  
Clerk-Treasurer

**JOINT INTERLOCAL AGREEMENT AMONG  
TOWN OF DYER, TOWN OF MUNSTER, TOWN OF SCHERERVILLE  
AND LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION**

**WHEREAS:**

Indiana Code I.C. 36-1-7-1, et seq., allows governmental entities to make the most efficient use of their powers by enabling them to mutually utilize vendors, contractors, equipment, supplies, engineering/construction services and other services for the mutual benefit of each other; and

The Little Calumet River Basin Development Commission, ("LCRBDC"), a corporate body politic, is created pursuant to I.C. 14-13-2-5, as a governmental agency with authority to contract on the basis of mutual advantage so as to better provide public services and facilities on a more efficient basis; and

The Towns of Dyer, Munster, and Schererville ("Towns") are each municipal corporations empowered by the Indiana Interlocal Cooperation Act, as amended, (I.C. 36-1-7-1, et seq.) with authority to contract on behalf of other governmental agencies on the basis of mutual advantage so as to better provide public services and facilities on a more efficient basis; and

LCRBDC and the Towns desire to enter into an Interlocal Cooperation Agreement for the Purchase of Construction and Other Services, Supplies and Equipment for Mutual Benefit ("Agreement") consistent with I.C. 36-1-7-1, et seq., to carry out a construction project as outlined in the "Little Calumet River Basin Development Commission Application for Funding-Construction Projects" dated December 1, 2014, attached hereto and incorporated herein by reference. Furthermore, it shall provide for the ability to purchase construction services, engineering services, other services, supplies and equipment for the mutual benefit of the participating entities;

**NOW THEREFORE**, in consideration of the mutual terms, covenants and conditions set forth herein, LCRBDC and the Towns hereby AGREE as follows:

1. PROJECT

This project is known as the 'BRIAR RIDGE STORM SEWER REPAIR/IMPROVEMENT PROJECT' (the "Project"). The Project is intended to undertake and complete substantial Storm Sewer System Repairs and Improvements in the Briar Ridge Subdivision of Lake County, and within the service boundaries of the Towns. The Project is described in the plans and specifications prepared by Christopher B. Burke Engineering, Ltd. ("CBBEL"), which plans and specifications dated \_\_\_\_\_, 2014, are incorporated herein by reference.

## 2. PARTIES TO THE AGREEMENT

I.C. 36-1-7-1, et seq. allows governmental entities to make the most efficient use of their powers by enabling them to mutually utilize vendors, contractors, equipment, supplies, engineering/construction services and other services for the mutual benefit of each other. The parties to this Agreement are the following.

The Little Calumet River Basin Development Commission ("LCRBDC"), created pursuant to I.C. 14-13-2-5, is a governmental agency with authority to contract on the basis of mutual advantage to provide public services and facilities on a more efficient basis.

The Towns of Dyer, Munster and Schererville (Towns") are each municipal corporations empowered by the Indiana Interlocal Cooperation Act, as amended, to contract on behalf of or with other governmental agencies on the basis of mutual advantage to provide public services and facilities on a more efficient basis.

## 3. JOINT BOARD AND GOVERNANCE

- a. The Towns shall appoint one representative to a Joint Board which is hereby established by the Agreement. LCRBDC waives its right and declines to participate in the Joint Board.
- b. The Joint Board shall govern the affairs of the Agreement by a majority vote of the representatives.
- c. The Joint Board shall establish a budget regarding the manner of financing, staffing and supplying the joint undertaking.
- d. The Joint Board shall provide for a project manager, and enter into a contract for its services. The Joint Board may also include a designated person from one of the Towns to oversee the construction.
- e. The Joint Board shall administer the Construction Contract as awarded to Gatlin Plumbing and Heating, Inc., the lowest responsive and responsible bidder, and shall issue Notice to Proceed. Schererville shall provide supervision and oversight as a cost of the Project.
- f. The Joint Board shall engage and contract with \_\_\_\_\_  
\_\_\_\_\_ for the requisite construction engineering necessary to monitor, inspect, and oversee construction of the Project consistent with the bid award and Project specifications.

- g. The Joint Board shall provide LCRBDC and each Town with a monthly report of its activities.

#### 4. RESPONSIBILITIES OF LCRBDC

- a. It shall not participate as a representative of the Joint Board.
- b. It has requested bids from qualified contractors at the request of the Towns, inasmuch as this Project was declared an emergency, and has awarded the contract to Gatlin Plumbing and Heating, Inc., of Griffith, Indiana, as the lowest responsible and responsive bidder who met the requirements of the plans and specifications provided by CBBEL.
- c. It shall contribute to the Project costs in the limited amount set forth below.

#### 5. PROJECT COSTS

- a. The total estimated cost of construction, including engineering, construction management and the like, but excluding attorney fees, is \$1,600,000.
- b. LCRBDC shall make the initial total contribution of up to the sum of \$697,000, and shall make no additional contribution to the Project.
- c. The Towns shall each contribute one-third of the remaining total costs, including construction, engineering, construction management and the like. Each party shall pay its designated attorney from its separate funds.

#### 6. PAYMENT FOR PROJECT

- a. The Clerk-Treasurer of the Town of Schererville, upon notice and request from the Joint Board, shall be responsible to request payment, first from LCRBDC, and thereafter from the Towns in equal shares, for payment of claims filed by the contractor and related vendors.
- b. Each participating party shall promptly pay its requested share of each claim. Upon receipt, Schererville's Clerk-Treasurer shall place the receipts in a separate bank account from which the receipts of payment shall be used exclusively for costs of the Project.
- c. Payments to the Schererville Clerk-Treasurer shall be payable on a draw basis or in a lump sum as each participating party shall determine.

- d. Schererville's Clerk-Treasurer shall account to LCRBDC and the Joint Board for claims submitted, payments made, and the balance remaining in the account, on a monthly basis.
- e. In exchange for each payment to a contractor or vendor, the Town of Schererville shall obtain a partial or full waiver of lien, and other documents required by the contract.

#### 7. DURATION AND DISPOSITION OF ASSETS

- a. The term hereof shall be from the date of ratification and recording of this Agreement by the participating parties to one (1) year thereafter. The term of the Agreement may be extended by a majority vote of the Joint Board if necessary to accomplish its purposes.
- b. Any supplies or equipment remaining at the conclusion of the Project which have not been acquired by or through the construction contractor for purposes of it completing the Project shall remain the property of the Towns, to be distributed in the manner determined by the Joint Board.
- c. It is not planned that the participating parties shall acquire, hold or dispose of any real or personal property for use in this undertaking.

#### 8. TERMINATION PRIOR TO COMPLETION

In the event the Project is terminated by the Towns prior to completion, the Towns shall provide LCRBDC with written documentation of said termination. Once confirmed, the Towns shall agree to provide all documentation up to the date of termination and return all unexpended funds, first to LCRBDC to the extent of its contribution, and second to the Towns to share in equal parts. The participating parties shall have no obligation to pay any remaining funding commitment after said termination of Project.

#### 9. OTHER TERMS

In further consideration of the mutual promises and covenants contained herein, it is additionally agreed as follows:

- a. LCRBDC has awarded the bid for the Project to the lowest and most responsive bidder.
- b. The Towns shall be responsible for the primary administration and supervision over the general construction services, engineering

services, other services, supplies and equipment for the mutual benefit of the participating entities related to the Project.

c. The LCRBDC shall financially participate in the Project not exceed the amount of \$697,000 Dollars, and said amount shall be payable on a draw basis or in a lump sum as LCRBDC may determine. The draw will be on a monthly basis based on the following guidelines:

- Initial Payment: The Towns shall provide LCRBDC with the documentation set forth below together with an invoice for initial payment;
- Monthly Progress Payments: The Towns shall provide LCRBDC with a monthly invoice with attachments including the most recent progress reports together with attached copies of all approved third party invoices;
- Final Payment: The Towns shall provide LCRBDC with a final invoice with attachments including copies of all final documentation.
- Partial and final waivers of liens shall be delivered to LCRBDC from time to time.

Any payment by the LCRBDC to the Towns shall be made within sixty (60) days of receipt of the written request and all associated documentation.

#### 10. COMPLETION OF PROJECT

At the Project's completion, the Joint Board shall promptly provide each participating party with the following:

- A complete set of final 'as built and as constructed' architectural/construction drawings
- Copies of all documentation related to all permits
- Copies of all change orders or modifications related to any/all executed third party contracts
- Copies of all inspection approvals
- Copies of all final third party invoices
- Copies of all partial and final waiver of liens
- Any other documents requested by a participating party in writing

#### 11. POST COMPLETION MAINTENANCE

Following the completion of the Project, and payment by the participating parties of the costs of the Project, the Town of Schererville shall assume responsibility for, and pay the costs of future repair, inspection and routine maintenance to the storm water sewers. This paragraph shall survive the completion of the Project and the payment therefore, and shall be enforceable thereafter by any one of the participating parties.

## 12. WAIVER OF LAWSUITS

The participating parties agree that no one of them will sue another in connection with the construction of the Project, except for payments due under the terms of this Agreement. The Towns agree to defend LCRBDC in any action or proceeding brought against it by reason of its participation in this Interlocal Agreement, and further agree to indemnify LCRBDC and hold it harmless in any such action or proceeding except as to matters respecting the bidding and/or funding process.

## 13. COUNTERPARTS

This Interlocal Cooperation Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

## 14. RECORDING

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

## 15. MODIFICATION

No modification of this Agreement shall be effective, in any respect, unless agreed to in writing and approved by the LCRBDC and a majority of the Joint Board.

## 16. EFFECTIVE DATE

This Agreement shall be effective after the same has been ratified by each of the participating parties by ordinance or resolution pursuant to I.C. 36-1-7-2, signed by the participating parties, and recorded in the Office of the Recorder of Lake County, Indiana.

IN WITNESS WHEREOF, the participating parties, by their authorized representatives, have caused this Interlocal Cooperation Agreement to be signed, intending to be bound hereby on the \_\_\_\_ day of \_\_\_\_\_, 2015.



Little Calumet River Basin Development Commission

By: \_\_\_\_\_  
Print: William F. Baker  
Title: Chairman  
Address: 900 Ridge Road, Suite H  
Munster, IN 46321

By: \_\_\_\_\_  
Print: Daniel Repay  
Title: Executive Director

Town of Schererville

By: Michael A. Trokel  
Print: MICHAEL A. TROKEL  
Title: COUNCIL PRESIDENT  
Address: 10 E. JULIET ST. SCHERERVILLE  
Date: 4.22-15

ATTEST:

Janice M. Malinski  
Clerk-Treasurer

Town of Dyer

By: Mary Tanis  
Print: Mary Tanis  
Title: Town of Dyer Council President  
Address: 2610 Lakewood Dr. Dyer, IN  
Date: 4.23.15

ATTEST:

Patricia Hammett  
Clerk-Treasurer

Town of Munster

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk-Treasurer