

TOWN OF ST. JOHN, LAKE COUNTY, INDIANA

RESOLUTION NO. **2022-08-24**

A RESOLUTION OF THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA
APPROVING THE INTERLOCAL GOVERNMENTAL AGREEMENT
WITH THE TOWN OF SCHERERVILLE, INDIANA AND LAKE COUNTY, INDIANA
FOR THE REHABILITATION AND RECONSTRUCTION OF W. 85TH AVENUE FROM
ALEXANDER STREET TO LAKE HILLS DRIVE

WHEREAS, the Town of St. John, Lake County, Indiana ("St. John"), and the Town of Schererville, Lake County, Indiana ("Schererville") are governing bodies which exist and operate under provisions of the Indiana Code as amended from time to time; and

WHEREAS, Lake County, Indiana, is a political subdivision of the State of Indiana ("Lake County"); and

WHEREAS, it is the desire of St. John, Schererville, and Lake County to enter into an Interlocal Governmental Agreement for the purpose of cooperating with one another and setting forth the parties' contributions toward the rehabilitation and reconstruction of W. 85th Avenue from Alexander Street to Lake Hills Drive; and

WHEREAS, St. John agrees that the road rehabilitation will benefit the citizens of St. John, Schererville, and Lake County; and

WHEREAS, the Town of St. John bid out the project and awarded the project to the lowest responsible bidder with the total project cost in the amount of Eight Hundred Forty-Five Thousand Five Hundred Forty-Three and 75/100 (\$845,543.75) Dollars which was approximately 30% greater than originally anticipated; and,

WHEREAS, the parties have agreed to share the costs of the project with Schererville contributing Two Hundred Four Thousand Two Hundred Thirty-Six and 21/100 (\$204,236.21) Dollars and Lake County contributing One Hundred Forty-Two Thousand and 00/100 (\$142,000.00) Dollars; and

WHEREAS, the previous Interlocal Governmental Agreement entered into by all parties is hereby null and void; this Agreement hereby replaces it as St. John, Schererville, and Lake County are desirous to continue the project and now entering into an Interlocal Governmental Agreement to memorialize the parties' contributions to the road rehabilitation;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, AS FOLLOWS:

SECTION ONE. The prefatory statements set out above are incorporated herein and made a part hereof.

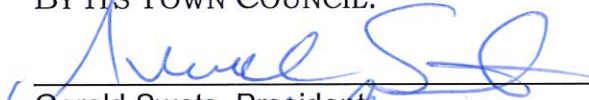
SECTION TWO. The Interlocal Governmental Agreement attached hereto and marked as Exhibit "A" by and among the Town of St. John, the Town of Schererville, and Lake County, Indiana is hereby in all respects approved.

SECTION THREE. That the contribution of Schererville to the road rehabilitation is Two Hundred Four Thousand Two Hundred Thirty-Six and 21/100 (\$204,236.21) Dollars, and the contribution of Lake County to the road rehabilitation is One Hundred Forty-Two Thousand and 00/100 (\$142,000.00) Dollars.

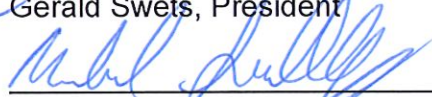
SECTION FOUR: That this Resolution shall take effect and be in full force and effect from and after its approval and passage by the Town Council of the Town of St. John, Lake County, Indiana, in conformance with applicable law.

ALL OF WHICH IS PASSED AND ADOPTED THIS 24th DAY OF AUGUST, 2022, BY THE TOWN COUNCIL OF THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA.

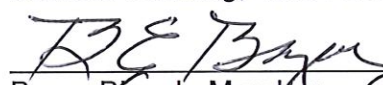
TOWN OF ST. JOHN, LAKE COUNTY, INDIANA
BY ITS TOWN COUNCIL:



Gerald Swets, President



Michael Schilling, Vice President



Bryan Blazak, Member



Wayne Pondinas, Member



Michael Aurelio, Member

ATTEST:


Beth R. Hernandez, Clerk-Treasurer

INTERLOCAL GOVERNMENTAL AGREEMENT

BY AND BETWEEN

THE TOWN OF ST. JOHN, INDIANA
THE TOWN OF SCHERERVILLE, INDIANA
AND LAKE COUNTY, INDIANA

THIS AGREEMENT is made and entered into by and between the TOWN OF ST. JOHN, INDIANA, a municipal corporation organized and existing under the laws of the State of Indiana ("St. John"), the TOWN OF SCHERERVILLE, INDIANA, a municipal corporation organized and existing under the laws of the State of Indiana ("Schererville"), and LAKE COUNTY, INDIANA, a political subdivision of the State of Indiana acting by and through its Executive, the Lake County Board of Commissioners ("Lake County") (collectively "Parties").

RECITALS

WHEREAS, St. John, Schererville, and Lake County previously entered into an Interlocal Governmental Agreement for certain road improvement and rehabilitation work on West 85th Avenue; however, after receiving the bids, those costs were higher and that previous agreement is hereby null and void; and

WHEREAS, all parties are still desirous of entering into this Interlocal Governmental Agreement for the purpose of cooperating with one another and setting forth the parties' contribution toward the rehabilitation and reconstruction of W. 85th Avenue, including a full depth reclamation of exiting asphalt, approaches, and turn lanes, from Alexander Street to Lake Hills Drive (the "Project"); and

WHEREAS, the Parties agree that the Project will provide benefit to the citizens of St. John, Schererville, and Lake County; and

WHEREAS, the parties, through the Town of St. John bid out the project and the lowest responsible bidder submitted a bid for the total project cost for the project in the amount of Eight Hundred & Forty-Five Thousand, Five Hundred & Forty-three and 75/100 (\$845,543.75) Dollars which was approxiamately 30% greater than originally anticipated; and

WHEREAS, the Parties have agreed to share the costs of the Project with Schererville contributing Two Hundred Four Thousand Two Hundred Thirty-Six and 21/100 (\$204,236.21) Dollars and Lake County contributing One Hundred Forty-Two Thousand and 00/100 (\$142,000.00) Dollars.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

Section 1. That the prefatory statements set out above are incorporated herein and made a part hereof.

Section 2. St. John shall design, contract for, and provide oversight for the construction of the Project.

Section 3. Schererville shall contribute the sum of Two Hundred Four Thousand Two Hundred Thirty-Six and 21/100 (\$204,236.21) Dollars toward the Project on or before _____, 2022.

Section 4. Lake County shall contribute the sum of One Hundred Forty-Two Thousand and 00/100 (\$142,000.00) Dollars toward the Project on or before _____ 2022.

Section 5. Remedies. Any party to this Agreement may enforce any provision thereof by any remedy available at law or in equity. Prior to filing suit, a party who believes it has been aggrieved by any violation of any provision of this Agreement by the other party shall first give written notice of such grievance or violation of this Agreement to the other party and shall afford a period of at least thirty (30) days in which the other party may cure the violation. The prevailing party in any litigation to enforce this Agreement shall be entitled to recover its reasonable attorney fees and expenses of litigation from the other party or parties.

Section 6. Assignment. No party to this Agreement shall assign its rights or obligations hereunder without the express written consent of the other parties obtained and delivered in the manner required by law.

Section 7. Entire Agreement. This instrument contains the entire Agreement of the parties. No promise, term, condition or representation which is not contained herein shall have any force or effect.

Section 8. Anti-Waiver Provision. The waiver by any party of any right granted under this agreement upon any occasion shall not operate as a waiver of the same right on any subsequent occasion.

Section 9. Governing Law. This instrument shall be governed by and construed under the laws of the State of Indiana.

Section 10. Other Provisions. This instrument shall be deemed to be severable, such that, in the event that any provision hereof is deemed to be invalid or unenforceable by any court of competent jurisdiction, the remainder of the Agreement shall remain in effect to the extent practicable. This Agreement may be amended only in writing, adopted and executed in the same manner as the Agreement was itself adopted.

Section 11. Notices. All notices required to be given under this agreement shall be in writing, delivered by courier or U.S. Mail, certified, return receipt requested and directed to:

If to St. John: Joseph Wiszowaty, Town Manager
Town of St. John
10955 W. 93rd Avenue
St. John IN 46373

If to Schererville: Robert Volkmann, Town Manager
10 East Joliet Street
Schererville IN 46375

If to the County: President, Lake County Board of Commissioners
and
Office of the Lake County Attorney
2293 North Main Street
Crown Point IN 46307

If to the County: President, Lake County Board
and
Office of the Lake County Attorney
2293 North Main Street
Crown Point IN 46307

Parties shall inform the other parties in writing of any change of persons and addresses to receive notice from time to time as required.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by one of its duly authorized officers as of the date written.

TOWN OF ST. JOHN, INDIANA
Through its Town Council

By: 
Gerald Swets, Town Council President

Attest:


Beth R. Hernandez, Clerk-Treasurer

Participant Execution Date: 8/25/22

TOWN OF SCHERERVILLE, INDIANA
Through its Town Council

By: _____
Robin Arvanitis, Town Council President

Attest:

Mike Troxell, Clerk-Treasurer

Participant Execution Date: _____

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

By: _____
Kyle W. Allen, Sr., Commissioner 1st District,
County Board of Commissioners

By: _____
Jerry Tippy, Commissioner 2nd District,
County Board of Commissioners

By: _____
Michael C. Repay, Commissioner 3rd District,
County Board of Commissioners

Attest:

John Petalas, Auditor

Participant Execution Date: _____

**LAKE COUNTY COUNCIL
LAKE COUNTY, INDIANA**

ADOPTED and APPROVED by the Lake County Council on this _____ day of _____, 2022.

Ted Bilski President, District 6

David Hamm, District 1

Daniel Dernulc, District 4

Alfredo Menchaca, District 2

Christine Cid, District 5

Charlie Brown, District 3

Christian J. Jorgensen, District 7

Attest:

John Petalas, Auditor

Participant Execution Date: _____