

1st Reading _____

2nd Reading _____

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PMMiller@ci.auburn.in.us

RESOLUTION NO. 13-2022

**RESOLUTION OF THE
COMMON COUNCIL OF THE CITY OF AUBURN
APPROVING A FORM OF INTERLOCAL AGREEMENT
PURSUANT TO INDIANA CODE 36-1-7-1
FOR THE POKA-BACHE CONNECTOR TRAIL
AND AUTHORIZING THE FINALIZATION AND EXECUTION OF THE
INTERLOCAL AGREEMENT FOR THE POKA-BACHE CONNECTOR TRAIL**

Summary

This Resolution of the Auburn Common Council calls for the support of and approving an interlocal agreement for the Poka-Bache Connector Trail and authorizing the finalization and execution of the interlocal agreement for the Poka-Bache Connector Trail.

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WHEREAS, the Poka-Bache Regional Trail Coalition (“Coalition”) was formed by local governments in Northeast Indiana to explore the most effective way to complete the Poka-Bache Connector Trail from Oabache State Park North to Pokagon State Park through Wells County, Allen County, DeKalb County, and Steuben County, and cities and towns within each county; and

WHEREAS, the vision of the Coalition is the completion of the Poka-Bache Connector Trail as a point-to-point, uninterrupted trail through the heart of the region, improving Northeast Indiana residents’ health and wellness, spurring economic development along the course of the trail, improving access to the natural environment, and attracting tourism to the region; and

WHEREAS, the mission of the Coalition shall be to support the completion of the Regional Trail Project by fostering equitable collaboration, coordination and cooperation between the public and private sectors in Northeast Indiana; and

WHEREAS, the Coalition has found that despite the tremendous efforts of local governments and advocacy groups the completion of the Poka-Bache Connector Trail would greatly benefit from the establishment of a coordinating task force made up of

representatives of each participating governmental entity to coordinate the efforts of local governments seeking the completion of construction of the point-to-point trail; and

WHEREAS, the Coalition has determined that the establishment of a task force through the interlocal cooperation provisions of Indiana Code 36-7-1-1 through 36-1-7-17 will benefit the efforts of each of the local governments participating in the completion of the point-to point trail; and

WHEREAS, the Coalition has recommended to each participating entity the Interlocal Agreement for Poka-Bache Connector Trail pursuant to Indiana Code 36-1-7-1 through 36-1-7-17; and

WHEREAS, a copy of the Interlocal Agreement is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Common Council for the City of Auburn, Indiana, desires to participate in the Interlocal Agreement for Poka-Bache Connector Trail, approve the form of the Interlocal Agreement attached to this Resolution as Exhibit A, and further authorize the execution of the Interlocal Agreement for Poka-Bache Connector Trail, all pursuant to Indiana Code 36-1-7-1 through 36-1-7-17, subject to approval by counsel and subject also to the approval and agreement of the other participants.

NOW, THEREFORE, BE IT RESOLVED, BY THE COMMON COUNCIL OF THE CITY OF AUBURN, INDIANA, AS FOLLOWS:

1. The Poka-Bache Connector Trail will, when it is completed, result in the enhancement of the Northeast Indiana region by supporting the region's health and wellness, spurring economic growth, improving access to the natural environment, and attracting additional tourism.

2. The recommendation of the Coalition is hereby accepted and found that the Interlocal Agreement for the Poka-Bache Connector Trail will be effective to help each participating entity coordinate the completion of the Poka-Bache Connector Trail.

3. The form of the Interlocal Agreement for Poka-Bache Connector Trail is hereby approved as presented in this meeting and attached to this Resolution as Exhibit A.

4. The City of Auburn Common Council hereby authorizes the Mayor of the City of Auburn, Indiana, to execute and carry out the terms of the Interlocal Agreement for the Poka-Bache Trail subject to the review and approval of counsel and the other participants.

5. This Resolution shall remain in full force and effect from and after the date hereof.

PASSED AND ADOPTED by the Common Council of the City of Auburn, Indiana, this ____ day of _____, 2022.

David Bundy, Councilmember

ATTEST:

Patricia M. Miller, Clerk-Treasurer

Presented by me to the Mayor of the City of Auburn, Indiana, this ____ day of _____, 2022.

Patricia M. Miller, Clerk-Treasurer

APPROVED AND SIGNED by me this _____ day of _____, 2022.

Michael D. Ley, Mayor

VOTING:

AYE

NAY

Dennis K. (Matthew) Kruse II
Council President

James Finchum

Dennis Ketzenberger

Kevin Webb

Natalie Dewitt

David Bundy

Michael Walter

EXHIBIT A
INTERLOCAL AGREEMENT
FOR POKA-BACHE CONNECTOR TRAIL

THIS INTERLOCAL AGREEMENT FOR POKA-BACHE CONNECTOR TRAIL (“Interlocal Agreement”), is made and entered into this day of _____, 2022, (the “Effective Date”), by and between the City of Angola, Indiana (“Angola”), the City of Auburn, Indiana (“Auburn”), the City of Bluffton, Indiana (“Bluffton”), the City of Fort Wayne, Indiana (“Fort Wayne”), the Town of Huntertown, Indiana (“Huntertown”), the Town of Ossian, Indiana (“Ossian”), the Town of Waterloo, Indiana (“Waterloo”), the Board of Commissioners of the County of Allen, Indiana (“Allen County”), the Board of Commissioners of the County of DeKalb, Indiana (“DeKalb County”), the Board of Commissioners of the County of Steuben, Indiana (“Steuben County”), and the Board of Commissioners of the County of Wells, Indiana (“Wells County”) (hereinafter referred to individually as “Party” or collectively as “Parties”).

RECITALS:

WHEREAS, Indiana Code 36-1-7-1 et seq. applies to all political subdivisions within the State of Indiana and Angola, Auburn, Bluffton, Fort Wayne, Huntertown, Ossian, Waterloo, Allen County, DeKalb County, Steuben County and Wells County each constitute political subdivisions within the meaning of Indiana Code 36-1-7-1;

WHEREAS, Indiana Code 36-1-7-2 provides that a power that may be exercised by a political subdivision and one (1) or more other political subdivisions may be exercised jointly by the political subdivisions, pursuant to an agreement under Indiana Code 36-1-7-3 that is approved by resolution by each political subdivision under Indiana Code 36-1-7-2(a);

WHEREAS, the Parties are each engaged in the design, development and construction of a regional trail which, when complete, shall be known as the Poka-Bache Connector Trail as shown on Exhibit A of this Interlocal Agreement (“Regional Trail Project”) and shall constitute the Priority Visionary Trail for Northeast Indiana pursuant to the Indiana Department of Natural Resources published and adopted “Indiana Statewide Comprehensive Outdoor Recreation Plan (SCORP) 2021-2025, Chapter 6, Indiana Trails Plan (“Indiana State Plan”) and the “2021 Northeast Indiana United Trails Plan”;

WHEREAS, the Parties acknowledge that portions of the Regional Trail Project have been completed but that a significant portion of the Regional Project remains incomplete;

WHEREAS, understanding that certain portions of the Regional Trail Project have been previously constructed and given local trail names, each jurisdiction shall be able to assign secondary local names for any segment within a Party’s jurisdiction following guidelines established and agreed upon in Article II of this Interlocal Agreement;

WHEREAS, the Parties agree that pursuit of the design, development, construction and completion of the Regional Trail Project as a part of the Indiana State Plan will be enhanced and

accelerated if some of the efforts necessary to complete the design, development and construction of the Regional Trail Project are coordinated by a task force composed of representatives of each party and funded jointly by each party;

WHEREAS, the Parties have each considered entering into this Agreement for the purpose of establishing the Poka-Bache Connector Task Force (the “Task Force”) to facilitate the design, development, construction and completion of the Regional Trail Project; and

WHEREAS, the Parties agree to establish an equitable method or methods for funding the Task Force; and

WHEREAS, the Parties have each considered the terms of this Interlocal Agreement and, by resolution, have made appropriate findings and approved and adopted the form of this Interlocal Agreement and have authorized the appropriate officials to execute this Interlocal Agreement.

NOW, THEREFORE, in consideration of the forgoing and of the promises and commitments herein contained, the Parties hereby agree as follows:

- I. Regional Trail Project.
 - A. Benefits. The Parties each acknowledge the benefits to the citizens of Northeast Indiana of the design, development and construction of the Regional Trail Project as the Northeast Indiana State Visionary Trail in terms of improved health and wellness, economic development, access to the natural environment and tourism throughout Northeast Indiana.
 - B. Cooperation. The Parties each acknowledge that the benefits to the citizens of Northeast Indiana of the design, development, construction and completion of the Regional Trail Project can best be achieved through collaborative, cooperative and coordinated action by the Parties.
 - C. Organization. The Parties each acknowledge that the collaboration, cooperation and coordination desired to achieve the design, development, construction and completion of the Regional Trail Project will be best accomplished through the organization of a task force representative of the Parties. The Task Force shall operate as a joint board to administer the Regional Trail Project as provided in Indiana Code 36-1-7-3(a)(5).
 - D. Vision. The Parties declare their vision for the work of the Task Force as the completion of the Regional Trail Project from Quabache State Park in Wells County to Pokagon State Park in Steuben County which will improve Northeast Indiana resident’s health and wellness, spur economic development, improve access to the natural environment and attract tourism.
 - E. Mission. The mission of the Task Force shall be to support the completion of the Regional Trail Project by fostering equitable collaboration, coordination and cooperation between the public and private sectors in Northeast Indiana.

- II. Regional Trail Project Task Force.
- A. Establishment. The Parties hereby establish the Task Force, which shall serve to administer the terms of this Agreement. The Task Force shall consist of eleven (11) voting members. Each Party shall appoint, by official action, one (1) member.
- B. Powers. The Task Force shall have the powers to pursue coordinated planning, development, fundraising and marketing for the implementation of the Regional Trail Project. The Parties anticipate that the actual right of way acquisition, planning, design, and construction shall be completed by the Party to this Interlocal Agreement in which the Regional Trail Project is located with the technical and financial assistance of the Task Force. The Task Force shall adopt the vision set forth above and shall be tasked with the mission set forth above. The Task Force shall have all the powers necessary to pursue the vision and mission of the Task Force which shall include but not be limited to the following:
- (i) The solicitation of state and federal grants and aid toward the design, development, construction, completion, marketing, and maintenance of the Regional Trail Project.
 - (ii) The solicitation of private foundation grants and aid toward the design, development, construction, completion, marketing, and maintenance of the Regional Trail Project.
 - (iii) The solicitation of private donations from businesses and individuals toward the design, development, construction, completion, marketing, and maintenance of the Regional Trail Project.
 - (iv) The promotion and marketing of the Regional Trail Project including but not limited to the creation of branded marketing materials to promote fundraising and pursuing grants for the design, development, construction, completion, and maintenance of the Regional Trail Project.
 - (v) The preparation and distribution of information regarding the benefits to the citizens of Northeast Indiana of the Regional Trail Project.
 - (vi) The establishment of minimum uniform standards for the design, development, construction, operation and maintenance of the Regional Trail Project, and the establishment of minimum uniform standards for the design and construction of trail wayfinding signage as recommended by the Northeastern Indiana Regional Coordinating Council (NIRCC) "Brand and Wayfinding Signage Guidelines," June 15, 2017.
 - (vii) The hiring of an executive director and staff to the extent deemed necessary by the Task Force for the pursuit of the vision and mission of the Task Force.

(viii) The acquisition, holding and disposition of real and personal property in the name of the Task Force.

C. **Conduct of Business.** A majority of the members of the Task Force shall constitute a quorum for the transaction of business. Each member of the Task Force shall have one (1) vote. The Task Force shall organize annually by electing, from its members, a President, Vice-President and a Secretary. Regular sessions of the Task Force shall be held as determined by and at the times and resolution of the Task Force at its first organizational meeting. Special meetings may be called by either the President of the Task Force or by any of the Parties to this Interlocal Agreement. Except as otherwise provided herein or by resolution of the Task Force, action taken by the Task Force requires a majority of any quorum present for a meeting. The Parties shall appoint the members of the Task Force and call a first organizational meeting of the Task Force when this Interlocal Agreement has been adopted and signed by each of the Parties. At the first organizational meeting, the Task Force shall adopt bylaws, elect officers, discuss options to establish an initial budget and set a meeting schedule.

D. **Financing and Accounting.** The expenses incurred by the Task Force in carrying out its purposes and powers described herein shall be funded pursuant to Section III below.

III. Funding.

A. **Contributions.** The activities of the Task Force shall be funded annually as set forth by the Task Force once established pursuant to this Agreement. The first year of funding shall be for 2024, pursuant to a budget established by the Task Force once established pursuant to this Agreement. The Task Force shall thereafter establish an annual budget for the following year on or before May 31st of the prior year.

B. **Fiscal Agent.** One of the Parties to this Agreement shall serve as the fiscal agent of the Task Force (“Fiscal Agent”) as determined by the Task Force at its initial meeting. The Fiscal Agent shall be the Treasurer of the Task Force. The Fiscal Agent shall prepare an annual report regarding the finances of the Task Force and deliver a copy of the financial report to each Party on or before March 15th of the following year.

IV. General.

A. **Duration.** This Agreement shall remain in effect from and after the Effective Date for a period of five (5) years (“Expiration Date”) unless extended by mutual agreement of the Parties. Upon the Expiration Date, the Task Force shall cease operations except for those activities as are necessary to wind up the affairs of the Task Force. The Fiscal Agent shall provide a final report regarding the financial operations of the Task Force within one hundred twenty (120) days of the Expiration Date.

B. **Withdrawal.** A Party may withdraw from this Interlocal Agreement at the end of any calendar year by providing notice of the Party’s withdrawal to each of the other

Parties on or before November 15 of that calendar year. Upon withdrawal the withdrawing Party shall no longer be entitled to appoint a member of the Task Force and shall no longer be obligated to make a financial contribution commencing on January 1 of the following calendar year. The withdrawing Party shall remain obligated and shall not be entitled to a refunding of the current year financial contribution to the Task Force pursuant to this Interlocal Agreement. A withdrawal of a Party shall not affect the Interlocal Agreement and the Interlocal Agreement shall continue with the remaining Parties.

- C. Amendments. Any amendments to this Agreement become effective as specified in a written amendment signed by all Parties to this Agreement.
- D. Approvals. This Agreement has been approved by the executive and fiscal bodies of each Party by resolution duly adopted.
- E. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- F. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same agreement.

[Remainder intentionally blank. Signature pages follow.]

EXHIBIT A

POKA-BACHE CONNECTOR TRAIL DESCRIPTION