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NICOLE KEESLING
ALLEN COUNTY RECORDER
FORT WAYNE, IN

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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 March 15, 2023, (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 Trail 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;

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HIGHWAY BOX

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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 Ouabache 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 an affirmative vote of the majority of the Task Force. 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. The Task Force shall agree upon, appoint and delegate to the treasurer or disbursing agent of one of the Parties to this Agreement the responsibility to serve as the fiscal agent of the Task Force ("Fiscal Agent") as provided in IC 36-1-7-4 (a)(3). Once the Task Force has appointed a treasurer or fiscal disbursing agent of one of the Parties to this Agreement, then such treasurer or disbursing agent shall accept the duties of Fiscal Agent in a certification addressed to each Party to this Agreement. The Fiscal Agent shall be appointed as the Treasurer of the Task Force at the initial meeting of the Task Force and shall be responsible for receiving, disbursing and accounting for the monies received by the Task force. The Fiscal Agent shall prepare a report regarding the finances of the Task Force for delivery to the Task Force at each Task Force meeting. 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. Termination. In the event that this Agreement shall expire or shall terminate for any other reason, the Fiscal Agent shall liquidate all assets of the Task Force. The Fiscal Agent shall then use the funds of the Task Force to pay any and all existing debts of the Task Force and any remaining balance shall be returned to each Party in proportion to each Party's contribution as determined pursuant to Article III(A) above.

D. Amendments. Any amendments to this Agreement become effective as specified in a written amendment signed by all Parties to this Agreement.

E. Approvals. This Agreement has been approved by the executive and fiscal bodies of each Party by resolution duly adopted.

F. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

G. 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.

This document was prepared by Jon A. Bomberger.

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Michael W. Lautzenheiser Jr.

[Remainder intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF, the Parties have duly executed this Interlocal Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF ANGOLA, INDIANA

By: Richard M. Hickman

Printed: Richard M. Hickman

Its: Mayor

ATTEST:

Ryan P. Herbert

Clerk Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF STEUBEN)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Richard M. Hickman, known to me to be the Mayor of the City of Angola, Indiana, who, for and on behalf of said City, being duly authorized to do so, acknowledged the execution of the foregoing Agreement on this 18th day of January, 2023.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Gretchen Weicht

Gretchen Weicht, Notary Public

Resident of Steuben County, IN

My Commission Expires:

March 18, 2028

NOTARY PUBLIC SEAL INDIANA

GRETCHEN WEICHT, Notary Public
Steuben County, State of Indiana
Commission Number NP0725877
My Commission Expires March 18, 2028

IN WITNESS WHEREOF, the Parties have duly executed this Interlocal Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF AUBURN, INDIANA

By: _____
Printed: Michael D Ley
Its: Mayor

ATTEST:

_____
PATRICIA Miller
Clerk Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF DEKALB)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Michael D. Ley, known to me to be the Mayor of the City of Auburn, Indiana, who, for and on behalf of said City, being duly authorized to do so, acknowledged the execution of the foregoing Agreement on this 1st day of November, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

_____ Tina M. Shipe

My Commission Expires: , Notary Public

Resident of Dekalb County, IN

NOTARY PUBLIC SEAL STATE OF INDIANA

TINA M. SHIPE, Notary Public
DeKalb County, State of Indiana
Commission #671583
Commission Expires August 12, 2023

IN WITNESS WHEREOF, the Parties have duly executed this Interlocal Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF BLUFFTON, INDIANA

By: _____

Printed: John S. Whicker

Its: Mayor

ATTEST:

Briana Lautzenheiser

Deputy Clerk Treasurer

Briana Lautzenheiser

STATE OF INDIANA)
) SS:
COUNTY OF WELLS)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared John S. Whicker, known to me to be the Mayor of the City of Bluffton, Indiana, who, for and on behalf of said City, being duly authorized to do so, acknowledged the execution of the foregoing Agreement on this 18 day of January, 2023.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Brenda M. Jackson

Brenda M. Jackson, Notary Public

Resident of Wells County, IN

My Commission Expires:

May 12, 2023

BRENDA M. JACKSON
Notary Public
Wells County, State of Indiana
Commission Expires May 12, 2023
Commission Number: 667762

IN WITNESS WHEREOF, the Parties have duly executed this Interlocal Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF FORT WAYNE, INDIANA

By: Thomas C. Henry

Printed: THOMAS C. HENRY

Its: MAYOR

ATTEST:

April Rivas

April Rivas
Executive Assistant

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Thomas C. Henry, known to me to be the Mayor of the City of Fort Wayne, Indiana, who, for and on behalf of said City, being duly authorized to do so, acknowledged the execution of the foregoing Agreement on this 15th day of March, 2023.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Jill Helfrich, Notary Public

Resident of Allen County, IN

My Commission Expires:

_____

JILL HELFRICH
Notary Public, State of Indiana
Allen County
Commission Number 695037
My Commission Expires
January 09, 2025

IN WITNESS WHEREOF, the Parties have duly executed this Interlocal Agreement pursuant to all requisite authorizations as of the date first above written.

TOWN OF HUNTERTOWN, INDIANA

By: _____

Printed: Brandon Seifert

Its: Town Council President

ATTEST:

_____

Ryan Schwab

Clerk Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Brandon Seifert, known to me to be the Council President of the Town of Huntertown, Indiana, who, for and on behalf of said Town, being duly authorized to do so, acknowledged the execution of the foregoing Agreement on this 17th day of January, ~~2022.~~ 2023

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

_____

Beth Ann Shellman, Notary Public

Resident of Noble County, IN

My Commission Expires:

September 29, 2024

My Commission Number: NP0691582

IN WITNESS WHEREOF, the Parties have duly executed this Interlocal Agreement pursuant to all requisite authorizations as of the date first above written.

TOWN OF OSSIAN, INDIANA

By: _____

Printed: JOSHUA W BARKLEY

Its: PRESIDENT

ATTEST:

_____

Angie Ealing
Clerk Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF WELLS)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Josh Barkley *a.k.a. _____, known to me to be the President of the Town Board of the Town of Ossian, Indiana, who, for and on behalf of said Town, being duly authorized to do so, acknowledged the execution of the foregoing Agreement on this 13th day of February, 2023.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

ANGILA B EALING
Notary Public - Seal
Wells County - State of Indiana
Commission Number 714294
My Commission Expires Jun 12, 2026

_____

Angela B. Ealing, Notary Public

My Commission Expires:

6-12-2026

Resident of Wells County, IN

* Joshua W. Barkley

IN WITNESS WHEREOF, the Parties have duly executed this Interlocal Agreement pursuant to all requisite authorizations as of the date first above written.

TOWN OF WATERLOO, INDIANA

By: Jess L Jessup

Printed: Jess L. Jessup

Its: Council President

ATTEST:

Jennifer A Ball

Jennifer A Ball
Deputy Clerk Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF DEKALB)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Jess L Jessup, known to me to be the President of the Town of Waterloo, Indiana, who, for and on behalf of said Town, being duly authorized to do so, acknowledged the execution of the foregoing Agreement on this 14 day of April, ~~2022.~~ 2023. MD

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Meghann Thompson

_____, Notary Public

Resident of Dekalb County, IN

My Commission Expires:
12/8/2028

MEGHANN THOMPSON
Notary Public, State of Indiana
SEAL
My Commission Expires 12/8/2028
Commission Number NP0730426

IN WITNESS WHEREOF, the Parties have duly executed this Interlocal Agreement pursuant to all requisite authorizations as of the date first above written.

Approved this 3RD day of February, 2023.

BOARD OF COMMISSIONERS
OF THE COUNTY OF ALLEN, INDIANA

Therese Brown

F Nelson Peters

Absent
Richard E Beck Jr

ATTEST:

Chris Cloud
Cheif of Staff

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Therese Brown, _____ and F Nelson Peters, known to me to be the members of the Board of Commissioners of the County of Allen, Indiana, who, for and on behalf of said County, being duly authorized to do so, approve the execution of the foregoing Agreement on the 3RD day of February, 2023.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

SEAL

ROBIN L. MINNIEAR, Notary Public
Wells County, State of Indiana
Commission Number 0722222
My Commission Expires September 4, 2027

My Commission Expires:
9-4-2027

Robin L Minniear

Robin L Minniear, Notary Public
Resident of Wells County, IN

IN WITNESS WHEREOF, the Parties have duly executed this Interlocal Agreement pursuant to all requisite authorizations as of the date first above written.

Approved this **10th** day of **April, 2023.**

BOARD OF COMMISSIONERS
OF THE COUNTY OF DEKALB, INDIANA

William L. Hartman

Michael Watson

Todd Sanderson

ATTEST:

Susan Sleeper, Auditor

STATE OF INDIANA)
) SS:
COUNTY OF DEKALB)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared **William Hartman, Michael Watson and Todd Sanderson**, known to me to be the members of the Board of Commissioners of the County of DeKalb, Indiana, who, for and on behalf of said County, being duly authorized to do so, approve the execution of the foregoing Agreement on the **10th** day of **April, 2023.**

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

SEAL
Andrew D. Kruse
Notary Public, State of Indiana
DeKalb County
Commission Number 670075
My Commission Expires
August 29, 2024

My Commission Expires:
8-29-24

Andrew D. Kruse, Notary Public
Resident of DeKalb County, IN

a.k.a. W.L. Hartman

IN WITNESS WHEREOF, the Parties have duly executed this Interlocal Agreement pursuant to all requisite authorizations as of the date first above written.

Approved this 17 day of January, 2023.

BOARD OF COMMISSIONERS
OF THE COUNTY OF STEUBEN, INDIANA

Will Howard

Andy Laughlin

Kenneth L. Shelton

ATTEST:

Kelli Johnson
Auditor

STATE OF INDIANA)
) SS:
COUNTY OF STEUBEN)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Kenneth L. Shelton, Will Howard and Andy Laughlin, known to me to be the members of the Board of Commissioners of the County of Steuben, Indiana, who, for and on behalf of said County, being duly authorized to do so, approve the execution of the foregoing Agreement on the 17th day of January, 2023.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Donald J. Stuckey, Notary Public
Resident of DEKALB County, IN

My Commission Expires:
04-01-2023

IN WITNESS WHEREOF, the Parties have duly executed this Interlocal Agreement pursuant to all requisite authorizations as of the date first above written.

Approved this 17th day of January, 2023.

BOARD OF COMMISSIONERS
OF THE COUNTY OF WELLS, INDIANA

Michael Vanover

Blake Gerber

Jeff Stringer

ATTEST:

Lisa McCormick
Auditor

STATE OF INDIANA)
) SS:
COUNTY OF WELLS)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Michael Vanover, Blake Gerber and Jeff Stringer, known to me to be the members of the Board of Commissioners of the County of Wells, Indiana, who, for and on behalf of said County, being duly authorized to do so, approve the execution of the foregoing Agreement on the 17 day of January, 2023.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Suzanne Gentis
Suzanne Gentis, Notary Public
Resident of Wells County, IN

My Commission Expires:
January 27, 2031

SUZANNE GENTIS
Notary Public, State of Indiana
Wells County
Commission Number NP0663268
My Commission Expires
January 27, 2031

SEAL

EXHIBIT A

POKA-BACHE CONNECTOR TRAIL DESCRIPTION

The Poka-Bache Connector trail is a multi-use, non-motorized trail that will connect Pokagon State Park in Angola, Steuben County, to Ouabache (pronounced "Wabash") State Park in Bluffton, Wells County. The 81-mile trail will bring Steuben, DeKalb, Allen, and Wells counties together. Within these counties, the trail connects 7 municipalities: Angola, Waterloo, Auburn, Huntertown, Fort Wayne, Ossian, and Bluffton. This trail is the backbone of the United Trails network in Northeast Indiana. It is a tourist destination and will support cultural and economic growth for all four counties. The trail will connect over 121,000 people, 140 recreational areas, 10 libraries, and 50 schools within 1 mile of the trail.

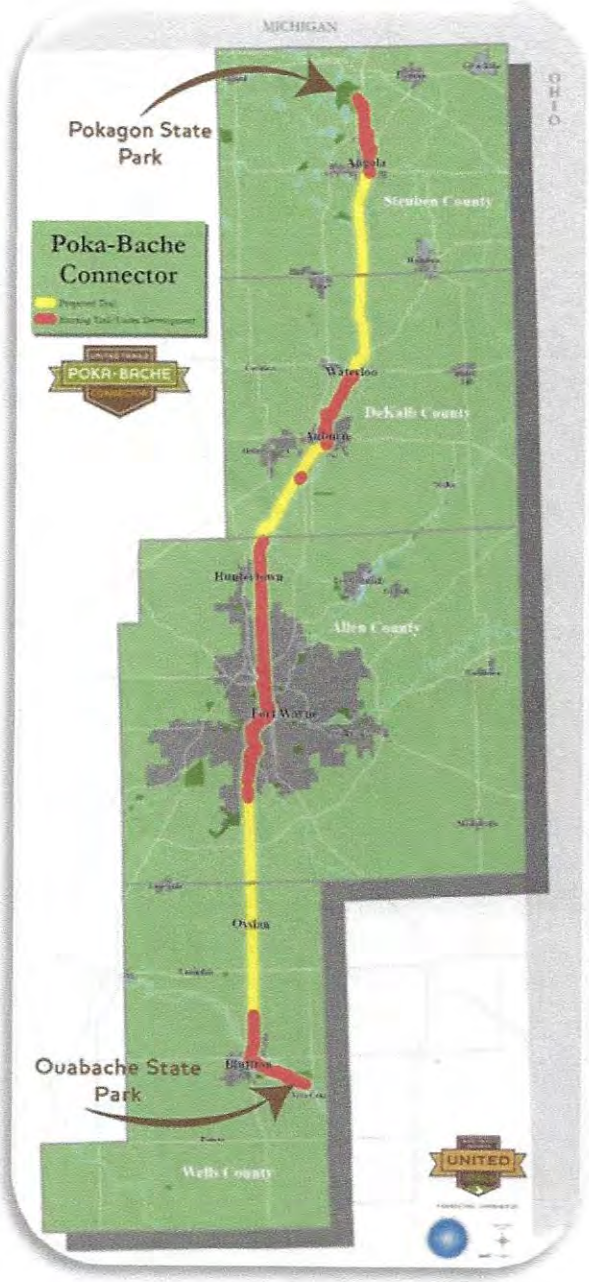

Figure 2: Poka-Bache Connector Trail

Figure 1: Northeast Indiana United Trail Network