

INTERLOCAL GOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
THE TOWN OF DYER, INDIANA  
AND THE TOWN OF SCHERERVILLE, INDIANA

THIS AGREEMENT is made and entered into by and between the TOWN OF DYER, INDIANA, a municipal corporation organized and existing under the laws of the State of Indiana ("Dyer"), and the TOWN OF SCHERERVILLE, INDIANA, a municipal corporation organized and existing under the laws of the State of Indiana ("Schererville").

RECITALS

WHEREAS, Dyer and Schererville, are desirous of entering into this Interlocal Governmental Agreement for the purpose of cooperating with one another and setting forth the parties' contribution toward the design and construction of a connection to the Pennsy trail from Dyer Central Park east along the Norfolk Southern Railroad to the existing Pennsy Trail near 213<sup>th</sup> Street and Eagleridge Dr.

WHEREAS, the Parties agree that the Project will provide benefit to the citizens of Dyer and Schererville; and

WHEREAS, the Parties have engaged Nies Engineering Inc. to provide engineering services and an Opinion of Probable Costs for the Project; and

WHEREAS, the Parties have agreed to share the costs of the Project equally, One half (1/2) each, with Dyer, and Schererville, each contributing fifty percent (50%) of each invoice. The Town of Dyer shall submit full payment to contractors as invoiced, then invoice Schererville 50% as well as provide proof of payment. The Town of Dyer shall be responsible for all aspects of the construction portion of the project referenced herein and shall hold Schererville harmless thereon.

FILED

AUG 01 2024

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

25  
CPL  
LK

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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.** Dyer shall contract for the design and construction of the Project.

**Section 3.** Schererville shall provide design and contribute One-half (1/2) the sum of the total cost of the Project.

**Section 4.** Dyer shall provide design and oversight for the construction of the Project and contribute One-half (1/2) the sum of the total cost of the Project.

**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.

**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.

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**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 Dyer: David W. Hein, Town Manager  
One Town Square  
Dyer, IN 46311

If to Schererville: James Gorman, Town Manager  
10 East Joliet Street  
Schererville, IN 46375

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.

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TOWN OF DYER, INDIANA  
Through its Town Council

By: \_\_\_\_\_  
Robert Starkey  
Town Council President

Attest:

\_\_\_\_\_  
Debbie J. Astor  
Clerk-Treasurer

Participant Execution Date: \_\_\_\_\_

TOWN OF SCHERERVILLE, INDIANA  
Through its Town Council

By: Thomas J. Schmitt  
Thomas J. Schmitt  
Town Council President

Attest:

Michael A. Troxell  
Michael A. Troxell, IAMC, CMC, CPFIM, CMO  
Clerk-Treasurer

Participant Execution Date: July 10, 2024



# NOT AN OFFICIAL DOCUMENT

TOWN OF DYER, INDIANA  
Through its Town Council

By: Robert Starkey  
Robert Starkey  
Town Council President

Attest:

Debbie J. Astor  
Debbie J. Astor  
Clerk-Treasurer

Participant Execution Date: 7-18-24



TOWN OF SCHERERVILLE, INDIANA  
Through its Town Council

By: \_\_\_\_\_  
Thomas J. Schmitt  
Town Council President

Attest:

\_\_\_\_\_  
Michael A. Troxell, IAMC, CMC, CPFIM, CMO  
Clerk-Treasurer

Participant Execution Date: \_\_\_\_\_

Property of Lake County Recorder