

TOWN OF ST. JOHN, LAKE COUNTY, INDIANA

RESOLUTION NO. 01-02-26 B

A RESOLUTION APPROVING A LEASE AGREEMENT
BETWEEN THE TOWN OF ST. JOHN AND LAKE CENTRAL
SCHOOL CORPORATION.

WHEREAS, the Town Council of the Town of St. John, Lake County, Indiana and the Lake Central School Corporation wish to improve their respective wireless communication systems for the benefit of the citizens of the Town and the students of Lake Central; and

WHEREAS, the Town of St. John, Lake County, Indiana intends to build a communications tower for the Town's purposes; and

WHEREAS, the Lake Central School Corporation wishes to locate communication equipment on the Town's proposed tower for Lake Central's purposes; and

WHEREAS, the Town of St. John, Lake County, Indiana and Lake Central desire to enter into a lease agreement pursuant to I.C. 36-1-11-8, which lease shall be of mutual benefit to the Town and Lake Central.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of St. John, Lake County, Indiana as follows:

1. That the Lease Agreement attached hereto and incorporated herein between the Town of St. John and Lake Central which Agreement provides for the lease by Lake Central of space on a communications tower owned by the Town for the mutual benefit of the participating entities be hereby authorized and approved.

2. That the President of the St. John Town Council be authorized to execute the Lease Agreement.

PASSED AND RESOLVED by the Town Council of the Town of St. John, Lake County, Indiana, this 26th day of February, 2001.

Aye 5

Nay 0

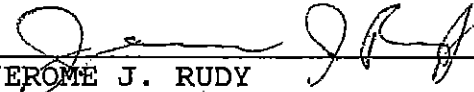
TOWN COUNCIL, TOWN OF ST. JOHN,
LAKE COUNTY, INDIANA

Kathleen J. Willman
KATHLEEN J. WILLMAN

Kristie L. Aldridge
KRISTIE L. ALDRIDGE


WILLIAM M. WINTERHALER


MICHAEL S. FORBES


JEROME J. RUDY

ATTEST:


JUDITH L. COMPANIK
Clerk-Treasurer

LEASE AGREEMENT

This Lease Agreement is made and entered into in accordance with IC 36-1-11-8 by and between the Town of St. John (hereinafter called "Town"), as Lessor, and the Lake Central School Corporation (hereinafter called "Lake Central"), as Lessee, both political subdivisions organized and operating under the laws of the State of Indiana.

WHEREAS, The Town desires to improve its wireless communication system, which system is used by the St. John Police Department in carrying out its responsibilities as a law enforcement agency and intends to build a communications tower for such purposes;

WHEREAS, Lake Central desires to improve its wireless communication system, which system is used by Lake Central in carrying out its responsibilities as a public school corporation and desires to locate communications equipment on the Town's proposed communications tower for such purposes;

WHEREAS, the Town would benefit from leasing space on its proposed communications tower to Lake Central and would further benefit if Lake Central's lease payments are made in a lump sum at the time of the tower's construction.

THEREFORE, IT IS AGREED that the Town and Lake Central enter into the following Lease Agreement:

1. The Town agrees to construct a communications tower suitable for providing wireless communications to both Town and Lake Central. Said tower shall be located on property owned by the Town located at the southwest corner of the St. John municipal building. Said tower shall be constructed per specifications prepared by Kenn Kraus of Haas & Associates.
2. The Town agrees that Lake Central may locate its own communication equipment upon said tower at Lake Central's own cost and will allow Lake Central free and unimpeded access to said tower for maintaining and/or upgrading Lake Central's equipment at Lake Central's own cost. Lake Central shall provide advance notice to the Town prior to commencing any work on the tower. Lake Central's equipment shall be used solely for Lake Central's own internal communications and the installation, maintenance and/or upgrading of Lake Central's equipment shall not interfere with the Town's equipment. Lake Central shall not be obligated to pay any fee or cost to the Town for rights under this Agreement apart from the one-time payment under paragraph 4.
3. Duration of Agreement. This Lease Agreement is to be in effect for sixteen (16) years from the date of this Agreement with the understanding that the Town will not be obligated to continue maintenance and repair of the tower unless the tower is being used for Town purposes. In the event that the Town discontinues use of the tower during the term of this Agreement, Lake Central may elect to continue to use the

tower so long as Lake Central assumes responsibility for upkeep, maintenance and repair of the tower and site. Upon termination of this Agreement, Lake Central shall remove its equipment from the tower at Lake Central's own cost.

4. In consideration of the benefits contained herein, Lake Central agrees to pay rent to the Town in the total amount of \$16,170 which shall be made in one lump sum payment. Payment shall be made by Lake Central to the Clerk-Treasurer of the Town within 30 days of receipt of invoice from the Town.
5. The Town agrees to assume all responsibility for the planning and construction of the tower including but not limited to the awarding of contracts and payments to contractors and/or suppliers associated with the construction of the tower and the obtaining of any required permits or licenses for said tower following procedures set forth by law and Town policy. The Town shall include in its budget the funds necessary to carry out this item.
6. The Town agrees to assume all responsibility for upkeep, maintenance and repair of the tower and the site upon which the tower is located at no cost to Lake Central. The Town agrees to maintain said tower and site in a safe and usable condition. The Town shall include in its budget the funds necessary to carry out this item.
7. Neither party will install or permit the installation of any equipment which will result in technical interference with the signals of the other party. Both parties agree to resolve technical interference caused by their own equipment in a timely manner.
8. The Town shall permit third party use of the tower only so long as said use does not interfere with Lake Central's equipment or signals or any other rights under this Agreement.
9. Both parties agree to assume the cost for maintenance and repair of their own equipment. Each party shall be responsible for obtaining proper insurance for its own equipment. The Town shall be responsible for obtaining proper liability insurance on the tower and shall provide Lake Central with a current certificate of insurance verifying said insurance.
10. The Clerk-Treasurer of the Town shall be authorized to execute the duties of receiving payment from Lake Central as described in paragraph 4 and of disbursing and accounting for all monies in a manner consistent with the terms of this Agreement.
11. This Agreement may be extended if the parties mutually agree, upon the terms and conditions as agreed by the parties, any extension to be writing.

12. The Town agrees that it will not sell or otherwise transfer its rights to the tower to a third party unless the third party agrees to expressly assume any and all of the Town's obligations under this Agreement. The Town shall not relocate the tower without Lake Central's consent. Any relocation shall be solely at the Town's expense.
13. Any other provision of this Agreement to the contrary notwithstanding, this Agreement may be changed or modified only by written consent of both parties.
14. Should any part, term, or provision of this contract be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portion or provisions shall not be affected thereby.
15. No failure or delay in the performance of the executed Agreement by either party shall be deemed to be a breach of the Agreement when such failure or delay is occasioned by or due to any act of God, strikes, lockouts, wars, riots, epidemics, explosions, sabotage, the binding order of any court or governmental authority or any other cause whether the kind enumerated above or otherwise not within the control of the party claiming suspension.
16. Each of the parties hereto by ordinance or resolution have been authorized to enter into this written Agreement. Said Agreement is to be approved by the fiscal body of each party.

IN WITNESS WHEREOF, the parties hereto acting under their authority of their respective governing bodies, have caused this Agreement to be executed in three (3) counterparts, each of which shall constitute an original, all as of this 5th day of MARCH, 2001.

TOWN OF ST. JOHN
LESSOR

LAKE CENTRAL SCHOOL
CORPORATION
LESSEE

By: Kathleen J. Hillman

By: John R. DeVries, DVM.

President, St. John Town Council

President, Lake Central School Board

ATTEST: Judith A. Comparuk
Clerk-Treasurer

ATTEST: Hebra A. Phelps
Secretary, Lake Central School Board