

RESOLUTION 2018-02

**A RESOLUTION OF THE COMMON COUNCIL OF THE
CITY OF LEBANON, INDIANA, APPROVING INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LEBANON AND TOWN OF WHITESTOWN REGARDING
MAINTENANCE AND USE OF THE FIRE TRAINING TOWER**

WHEREAS, the City of Lebanon, Indiana (“City”) maintains and uses a fire fighter training tower (“Tower”) located in Lebanon, Indiana using appropriated funds and donations; and

WHEREAS, the City allows the Town of Whitestown, Indiana (“Town”) to use the Tower for fire fighter training purposes; and

WHEREAS, the Town desires to aid the City in the maintenance and use of the Tower so that it is available to the Town; and

WHEREAS, the City and Town are desirous of entering into an agreement under Indiana Code § 36-1-7 et. seq. related to the maintenance and use of the Tower.

NOW, THEREFORE, be it resolved and adopted by the Common Council of the City of Lebanon, Indiana as follows:

- Section 1.** The Interlocal Agreement (“Agreement”), attached hereto and incorporated herein as Exhibit A, is hereby approved.
- Section 2.** The Council hereby authorizes the Mayor and Common Council President to enter into the Agreement.
- Section 3.** This Resolution shall be in full force and effect from and upon its adoption.

[Remainder of this page intentionally left blank.]

ALL OF WHICH IS ADOPTED this 22 day of JANUARY, 2018 by the Lebanon
Common Council of the City of Lebanon, Indiana.

Voting For

Voting Against

Abstain

Keith Campbell

Keith Campbell

Keith Campbell

Keith Campbell

John Copeland

John Copeland

John Copeland

John Copeland

Dan Fleming

Dan Fleming

Dan Fleming

Dan Fleming

Mike Kincaid

Mike Kincaid

Mike Kincaid

Mike Kincaid

Corey Kutz

Corey Kutz

Corey Kutz

Corey Kutz

ABSENT

Jeremy Lamar

Jeremy Lamar

Jeremy Lamar

Dick Robertson

Dick Robertson

Dick Robertson

Dick Robertson

ATTEST:

Tonya Thayer
Tonya Thayer, Clerk-Treasurer

I hereby certify that Resolution 2018-02 was delivered to the Mayor of Lebanon on the 22 day of JANUARY 2018, at 7:40 p.m.

Tonya Thayer
Tonya Thayer, Clerk-Treasurer

I hereby APPROVE RESOLUTION 2018-02 this 22 day of January, 2018, at 7:45 p.m.

[Signature]
Matthew T. Gentry, Mayor

I hereby VETO RESOLUTION 2018-02 this _____ day of _____, 2018, at ____:____ m.

Matthew T. Gentry, Mayor

ATTEST:

Tonya Thayer
Tonya Thayer, Clerk-Treasurer

This document prepared by:
Robert S. Schein, Esq.
KRIEG DEVAULT, LLP
(317) 238-6276

EXHIBIT A

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07/16/11

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LEBANON AND THE TOWN OF WHITESTOWN
REGARDING MAINTENANCE AND USE OF THE FIRE TRAINING TOWER

This Interlocal Agreement is entered into by and between the City of Lebanon, acting through its Mayor and Common Council ("Lebanon"), and the Town of Whitestown, acting through its Town Council ("Whitestown"). This Agreement is effective upon adoption by both parties and recording/filing as may be required by applicable law.

WHEREAS, Lebanon maintains a fire fighter training tower ("Tower") located in Lebanon, Indiana using appropriated funds and donations; and

WHEREAS, Lebanon permits the Whitestown Fire Department ("WFD") to use the Tower for fire fighter training; and

WHEREAS, Whitestown desires to aid Lebanon in the maintenance of the Tower so that it is available for fire fighter training;

WHEREAS, Indiana Code provides that Lebanon and Whitestown may enter into this Interlocal Agreement pursuant to Indiana Code 36-1-7 et. seq.

NOW, THEREFORE, pursuant to Indiana Code 36-1-7 and in consideration of the mutual promises and considerations contained herein, the parties hereby agree as follows:

1. The term of this Agreement shall be four (4) years, and it shall automatically renew unless either party gives written notice of non-renewal at least six months (6) months before a renewal date.
2. Whitestown will appropriate \$3,000 EM ("Funds") annually for Tower maintenance, equipment, and improvement.
3. Whitestown will distribute the Funds to Lebanon for uses including maintaining, equipping, and improving the Tower.
4. Lebanon will hold the Funds in its non-reverting special fund dedicated to the Tower.
5. Lebanon's use of the Funds must relate exclusively to the Tower.
6. Should Lebanon not need the Funds for uses related to the Tower in a given year, then Lebanon shall return the Funds to Whitestown.

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7. Lebanon shall be responsible for financing, budgeting, staffing, supplying, equipping, maintaining, and improving the Tower.
8. Lebanon will permit the WFD to use the Tower for fire fighter training at mutually agreeable times.
9. The Agreement shall be administered by a joint board composed of: (i) Lebanon's Mayor; and (ii) the President of the Whitestown Town Council.
10. This agreement shall continue in full force and effect until either party seeks termination by six (6) months written notice. Following notice of non-renewal of the Agreement under Section 1, or termination under this Section, Lebanon shall return to Whitestown any unused Funds.
11. Upon approval, this Agreement shall be recorded and filed as required by I.C. 36-1-7-10.

[SIGNATURE PAGES TO FOLLOW]

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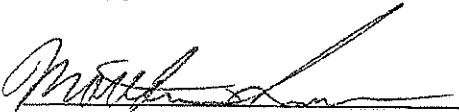
IN WITNESS WHEREOF, we have hereunto set our hands this 20 day of December, 2017.

TOWN COUNCIL OF WHITESTOWN,
INDIANA.



Eric Miller, President

ATTEST:



Matt Sumner,
Town Clerk-Treasurer

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IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2017.

COMMON COUNCIL OF LEBANON, INDIANA.

President

MAYOR OF LEBANON, INDIANA.

Matthew Gentry, Mayor

ATTEST:

Tonya Thayer,
Lebanon Clerk-Treasurer

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