Passed: 9-0

RESOLUTION 97-01

TO APPROVE AN INTERLOCAL COOPERATION AGREEMENT REGARDING THE USE OF REAL ESTATE BETWEEN THE MONROE COUNTY COMMUNITY SCHOOL CORPORATION AND THE CITY OF BLOOMINGTON

WHEREAS, Indiana Code § 36-1-7-1, *et seq.*, allows local governmental units to make the most efficient use of their powers by enabling them to contract with other governmental units for the provision of services and facilities to the public; and

WHEREAS, the City of Bloomington owns approximately 42 acres of Park Land that adjoins a parcel of approximately 15 acres owned by the Monroe County Community School Corporation (MCCSC) upon which MCCSC intends to build a school; and

WHEREAS, the City and MCCSC plan to develop the real estate so that the school and parks purposes and uses complement each other and are used mutually, cooperatively and jointly, and agree that cooperative use of the sites will enhance each site and serve the public interest and welfare; and

WHEREAS, the City, through its Board of Parks Commissioners, and MCCSC, through its School Board, have agreed to the terms and conditions of their cooperative agreement through an "Interlocal Cooperation Agreement Regarding the Use of Real Estate;"

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA THAT:

The Interlocal Cooperation Agreement regarding the use of real estate between the Monroe County Community School Corporation and the City of Bloomington attached hereto be approved.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 19th day of February, 1997.

ANTHONY PIZZO, President
Bloomington Common Council

SIGNED AND APPROVED by me upon this 20 day of February, 1997.

JOHN FERNANDEZ, Mayor
City of Bloomington

ATTEST:

PATRICIA WILLIAMS, Clerk
City of Bloomington

SYNOPSIS

This resolution approves the Interlocal Cooperation Agreement between the Monroe County Community Schools and the City of Bloomington in regard to the cooperative use of real estate owned by both parties in the southeast quadrant of Bloomington, intended for middle school and park purposes.

INTERLOCAL AGREEMENT REGARDING USE OF REAL ESTATE

THIS AGREEMENT, dated this 22nd day of January, 1997, and entered into by and between the MONROE COUNTY COMMUNITY SCHOOL CORPORATION ("MCCSC") and the CITY OF BLOOMINGTON, through its BOARD OF PARK COMMISSIONERS ("Parks"), WITNESSETH:

WHEREAS, Indiana Code 36-1-7-1, *et seq.*, allows local governmental units to make the most efficient use of their powers by enabling them to contract with other governmental units for the provision of services and facilities to the public; and

WHEREAS, Parks owns real estate containing approximately 42 acres, described in Exhibit "A" attached hereto and incorporated herein by reference ("Park Site"), that adjoins a parcel of real estate containing approximately 15 acres owned by MCCSC, described in Exhibit "B", attached hereto and incorporated herein by reference ("School Site"); and

WHEREAS, the parties wish to develop the School Site and Park Site so that the sites complement each other and are used mutually, cooperatively and jointly, and agree that cooperative use of the sites will enhance each site and serve the public interest and welfare; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, MCCSC and Parks agree as follows:

1. **Facilities**. Subject to obtaining the necessary state and local approvals, MCCSC intends to construct a new middle school on the School Site. This construction will include development of those indoor and outdoor recreational facilities (hereinafter referred to as MCCSC recreational facilities) that are normally developed as part of a middle school complex, including a gymnasium, locker rooms, auditorium, and cafeteria.

Parks will develop outdoor recreational facilities (hereinafter "Parks recreational facilities") on the park site, including two lighted multi-purpose fields. The two fields will be

completed, except for lighting, by the fall of 1998; lighting will be completed by fall of 1999. Each party's recreational facilities shall be designed and located so as to complement and be compatible with the other party's proposed uses of its site, and the parties shall cooperate in determining the design of their recreational facilities, their location in relation to the other party's site, and access plans for community use of the other party's recreational facilities under its programs or services.

2. **Utilities**. MCCSC shall be responsible for seventy-five percent (75%) and Parks shall be responsible for twenty-five percent (25%) of the total cost of providing sewer and water to both the MCCSC and Parks sites. MCCSC shall be responsible for constructing the necessary facilities as required by City of Bloomington Utilities to provide sewer and water to the Park Site and School Site in the course of developing and constructing the middle school and to enable the Park Site to connect to the sewer and water line.

3. **Road and Pedestrian Access**. In the course of developing the School Site and the Park Site, it will be necessary for new roads and pedestrian improvements to be constructed. MCCSC agrees to build to City specifications all required roads and pedestrian sidewalks for access to the School Site from Rhorer Road, as provided in the Agreement to Condition of Approval entered into between MCCSC and the City of Bloomington in connection with Plan Commission Case #DP-51-95. Parks shall build a pedestrian walkway from north of the Park Site to the school, to be completed by the fall of 1998. Parks also agrees to build a bicycle path on the seven acre parcel of park property south of the new Sare Road as noted in Plan Commission Case #DP-51-95 and shall build a secondary vehicle access from north of the Park Site to the vicinity of the middle school as part of future park development. Any future internal circulation roads and

pedestrian access provided in the Park Site shall be determined and built solely by Parks.

4. **Parking Lot**. MCCSC shall build all parking necessary for School and may be allowed to use Parks' property upon request.

5. **Joint Use**. The parties mutually agree and acknowledge that MCCSC shall have first priority for use of school property and that Parks shall have first priority for use of parks property, and that each party shall be afforded the first opportunity to use the property of the other when not being used by the owner.

Consistent with the joint understanding of priority, the parties agree that to coordinate scheduling for use of the recreational facilities, a joint use committee consisting of the Principal of the middle school and a designated Parks representative shall meet in the months of August, November and February and as otherwise needed, to schedule the recreational facilities use. Each party will submit to the other a tentative schedule of its proposed uses of the other's recreational facilities prior to July 1 of each year for the following academic year. The owners may allow others to use the recreational facilities consistent with this Agreement.

Each party's use of the other party's recreational facilities as provided herein shall be without cost, except that the party using the facilities shall reimburse the owner of the facilities for any additional direct costs of maintenance services or other expenses resulting from its use of the facilities.

6. **Pool and Community Center**. Parks is contemplating the design of a swimming pool ("Pool") and community center ("Center") and it is understood and agreed by MCCSC that Parks will be allowed to lease any necessary ground or MCCSC property on the School Site for Pool and/or Center at a cost of $1 annually, subject to design and lease approval by MCCSC, for

a period of fifty (50) years.

7. **Overhead, Maintenance and Supervision: No Assignment**. MCCSC shall own and maintain the MCCSC recreational facilities and Parks shall own and maintain the Park recreational facilities. Each party shall be responsible for paying for any damages occurring during the use of the other party's facilities. Each party shall report to the other, in writing, within twenty-four (24) hours of its occurrence, any incident in which injury to person or property occurs during use of the other party's facilities. The party using the facilities shall provide adequate supervision of the facilities and persons using them, and shall clean and restore the facilities to their prior condition after each use, normal wear and tear excepted. The right of Parks to use MCCSC recreational facilities and the right of MCCSC to use Parks recreational facilities may not be assigned or subcontracted to any other individual or organization without the approval of the owner of the facilities.

8. **Keys**. Should Parks build the Pool and Center, MCCSC agrees to check out keys to Parks for MCCSC recreational facilities for the express purpose of granting supervised recreational users access to MCCSC recreational facilities during times when MCCSC staff is unavailable. Parks agrees to check out keys to MCCSC for Pool, Center, and Parks recreational facilities for the express purpose of granting students supervised access to Pool, Center, and recreational facilities during times when Parks staff is unavailable.

9. **Indemnity**. MCCSC and Parks shall indemnify and hold harmless each other for any liability, damage or injury arising from their use of the other party's recreational facilities except for damages or injuries resulting from the negligence of the owner of the facilities. MCCSC and Parks shall provide each other with adequate proof of insurance or other acceptable assurances

to cover their obligations under this Agreement.

10. **Administration of Agreement by Joint Board**. A joint board consisting of the MCCSC Superintendent, the Parks Administrator, the principal of the new middle school, and a Division Director from Parks, or such parties' designees, shall be responsible for implementing this agreement and resolving any conflicts that may arise hereunder. In the event that the Joint Board is unable to resolve a dispute then the parties agree that they will seek guidance in resolving the disagreement from the School Board and Parks Board.

11. **Duration; Method of Termination**. This Agreement shall take effect upon approval of both parties. The agreement may be terminated by either party provided that ninety (90) days advance written notice of termination is provided and citing the reasons for the desire to terminate.

12. **Staffing; Property**. The parties shall provide staffing for purposes of this Agreement as determined by the joint board. The parties do not intend to acquire real or personal property jointly pursuant to this Agreement. Provided, however, in the event that either party decides to dispose of all or a part of its real property, then the other party shall have the first option to purchase said real estate in accordance with the applicable provisions of Indiana Code, including but not limited to 36-1-10.5-1, 36-1-11-1, and 36-10-4-1 *et seq.*

EXECUTED the day and year first written above.

MONROE COUNTY COMMUNITY SCHOOL CORPORATION

Vickey Freeland, President

CITY OF BLOOMINGTON

John Fernandez, Mayor

MONROE COUNTY COMMUNITY
SCHOOL CORPORATION

John Coomer, Superintendent

Tony Pizzo, President
City Council

BOARD OF PARK COMMISSIONERS
CITY OF BLOOMINGTON

Leslie J. Coyne, President

CITY OF BLOOMINGTON
PARKS AND RECREATION DEPT.

Mick Renneisen, Administrator

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"PARK SITE"

EXHIBIT "A"

Part of the East half of the Southwest quarter of Section 15, Township 8 North, Range 1 West, Perry Township, Monroe County, Indiana, more particularly described as follows: Commencing at Southeast corner of said half quarter section; thence North 89 degrees 23 minutes 15 seconds West along the South line of said half quarter section and along Rhorer Road 1320.04 feet; thence North 00 degrees 26 minutes 54 seconds East 1021.42 feet to the point of beginning; thence North 00 degrees 26 minutes 54 seconds East 1626.00 feet to a concrete monument found at the Northwest corner of said half quarter section; thence South 89 degrees 09 minutes 47 seconds East 493.32 feet; thence South 00 degrees 50 minutes 13 seconds West 223.00 feet; thence South 41 degrees 42 minutes 29 seconds East 148.67 feet; thence North 89 degrees 59 minutes 55 seconds East 110.95 feet to the beginning of a curve to the right with a radius of 1640.00 feet, a central angle of 00 degrees 42 minutes 48 seconds, and a chord of 20.42 feet bearing South 13 degrees 09 minutes 45 seconds West; thence Southwesterly along said curve 20.42 feet; thence South 76 degrees 28 minutes 48 seconds East 60.00 feet to the beginning of a curve to the left with a radius of 1700.00 feet, a central angle of 00 degrees 16 minutes 43 seconds, and a chord of 8.27 feet bearing North 13 degrees 21 minutes 20 seconds East; thence Northeasterly along said curve 8.27 feet; thence North 89 degrees 59 minutes 55 seconds East 40.18 feet to the beginning of a curve to the right with a radius of 270.00 feet, a central angle of 40 degrees 22 minutes 46 seconds, and a chord of 186.37 feet bearing South 69 degrees 48 minutes 43 seconds East; thence Easterly and Southeasterly along said curve 190.28 feet; thence South 49 degrees 37 minutes 20 seconds East 65.06 feet to the beginning of a curve to the left with a radius of 380.00 feet, a central angle of 05 degrees 59 minutes 08 seconds, and a chord of 39.68 feet bearing South 52 degrees 36 minutes 36 seconds East; thence Southeasterly along said curve 39.70 feet; thence South 00 degrees 05 minutes 00 seconds West 185.13 feet; thence South 84 degrees 57 minutes 26 seconds East 11.30 feet; thence South 89 degrees 55 minutes 00 seconds East 12.99 feet to a rebar; thence South 08 degrees 38 minutes 30 seconds East 496.48 feet to a rebar; thence South 83 degrees 29 minutes 00 seconds West 199.22 feet to a rebar; thence South 06 degrees 26 minutes 43 seconds East 210.06 feet to a rebar; thence South 00 degrees 36 minutes 45 seconds West 227.68 feet; thence North 89 degrees 33 minutes 05 seconds West 986.18 feet to the point of beginning, containing 34.679 acres, more or less.

ALSO, part of the East half of the Southwest quarter of Section 15, Township 8 North, Range 1 West, Perry Township, Monroe County, Indiana, more particularly described as follows: Commencing at the Southeast corner of said half quarter section; thence North 89 degrees 23 minutes 15 seconds West along the South line of said half quarter section and along Rhorer Road 591.06 feet to the point of beginning; thence continuing along said South line and said road 463.98 feet; thence North 00 degrees 36 minutes 45 seconds East 152.48 feet to the beginning of a curve to the right with a radius

of 300.00 feet, a central angle of 73 degrees 42 minutes 23 seconds, and a chord of 359.86 feet bearing North 37 degrees 27 minutes 58 seconds East; thence Northerly and Northeasterly along said curve 385.93 feet; thence North 74 degrees 19 minutes 12 seconds East 215.24 feet to the beginning of a curve to the left with a radius of 300.00 feet, a central angle of 26 degrees 30 minutes 42 seconds, and a chord of 137.58 feet bearing North 61 degrees 03 minutes 51 seconds East; thence Northeasterly along sa curve 136.81 feet; thence North 47 degrees 48 minutes 31 seconds East 240.05 feet; thence South 00 degrees 36 minutes 45 seconds West 332.86 feet; thence South 76 degrees 59 minutes 09 seconds West 14.87 feet; thence South 26 degrees 07 minutes 09 seconds West 107.68 feet; thence South 68 degrees 50 minutes 45 seconds West 41.34 feet; thence South 29 degrees 20 minutes 15 seconds West 322.61 feet to the point of beginning, containing 6.859 acres, more or less.

EXHIBIT A

"SCHOOL SITE"

EXHIBIT "B"

A part of the East half of the Southwest quarter of Section 15, Township 8 North, Range 1 West, in Monroe County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said half quarter section; thence North 89 degrees 23 minutes 15 seconds West along the South line of said half quarter section 1055.04 feet to a point being 3.5 feet more or less, North of the centerline of Rhorer Road, said point being the point of beginning; thence continuing North 89 degrees 23 minutes 15 seconds West along said South line 265.00 feet to the Southwest corner of said half quarter section, said point being 1.0 feet, more or less, North of the centerline of said Rhorer Road; thence leaving said South line North 00 degrees 26 minutes 54 seconds East along the West line of said half quarter section 1021.42 feet; thence South 89 degrees 33 minutes 06 seconds East 986.18 feet; thence South 00 degrees 36 minutes 45 seconds West 292.46 feet; thence South 47 degrees 48 minutes 31 seconds West 240.05 feet to a point on a tangent curve concave Northwesterly with radius of 300.00 feet and a chord bearing South 61 degrees 03 minutes 51 seconds West 137.58 feet; thence Southwesterly along said curve 138.81 feet; thence South 74 degrees 19 minutes 12 seconds West 215.24 feet to a point on a tangent curve concave Southeasterly with a radius of 300.00 feet and a chord bearing South 37 degrees 27 minutes 58 seconds West 359.86 feet; thence Southwesterly and Southerly along said curve 385.93 feet; thence South 00 degrees 36 minutes 45 seconds West 152.48 feet to the point of beginning, containing 15.00 acres, more or less.