

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into as of this day of , 2024, by and among the WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION (the "WLCSC"), the CITY OF WEST LAFAYETTE, INDIANA (the "City"), the CITY OF WEST LAFAYETTE PARKS AND RECREATION BOARD (the "Park Board"), and the CITY OF WEST LAFAYETTE REDEVELOPMENT COMMISSION (the "RDC"), for the purpose of setting forth the understanding of the WLCSC, the City, the Park Board, and the RDC (collectively, the "Parties"), as to the ongoing public access and use of the redeveloped Cumberland Tennis Courts (the "Tennis Courts").

RECITALS

WHEREAS, the WLCSC is the owner of real estate at 600 Cumberland Ave, West Lafayette, IN, 47906, known as West Lafayette Elementary School;

WHEREAS, said real estate contains the Tennis Courts, which include ten regulation playing surfaces surrounded by fencing and associated structures located on the west side of West Lafayette Elementary School that are used for school activities, Park Board programming, and are otherwise open for public use;

WHEREAS, the WLCSC, the City, the Park Board, and the RDC have agreed to redevelop the Tennis Courts, including complete reinstallation of surfaces and subsurfaces, re-striping, including dual-striping of up to four courts for both pickleball and tennis use, installation of new lighting, and installation of new fencing;

WHEREAS, the estimated total cost of the redevelopment project will be between \$1.8 million and \$2 million;

WHEREAS, the RDC has agreed to provide funding to support redevelopment of the Tennis Courts; and

WHEREAS, the Parties desire to set forth their agreement regarding the ongoing public access and use of the Tennis Courts.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. Approval of Financing. The Tennis Court redevelopment project shall be subject to and contingent upon approval of WLCSC financing for WLCSC's share of the project cost.

Section 2. Direction of Work. WLCSC shall select, contract with, and direct the contractors in completion of the redevelopment work and shall be responsible for acceptance upon completion of the work.

Section 3. Redevelopment Commission Funding. The RDC shall provide funding for the Tennis Courts as follows:

(a) The RDC shall provide \$750,000 in redevelopment construction support funding.

(b) The funds shall be disbursed to WLCSC by the RDC pursuant to RDC procedures upon presentation of construction invoices, which may include “in progress” invoices, and certification of work completion.

Section 4. Use and Operation of Tennis Courts. The Tennis Courts shall operate and be open for public use as follows:

(a) WLCSC’s tennis teams, physical education classes, and other school-sponsored activities shall have priority use of the Tennis Courts.

(b) The Tennis Courts shall be open and available for use by the public at times outside of WLCSC-sponsored activities.

(c) The Park Board shall continue to use the Tennis Courts for Park Board programming. The Park Board will provide temporary pickleball nets and storage bins for up to 4 dual-striped courts.

(d) Lighting for the Tennis Courts shall be accessible to the public during designated daily hours, turning off automatically at a specified time each night.

(e) WLCSC shall open the west parking lot located between the Tennis Courts and West Lafayette Elementary School building with access to Cumberland Avenue for public use to access the Tennis Courts at times outside of WLCSC-sponsored activities.

(f) WLCSC may establish set daily hours that the Tennis Courts are open for public use. WLCSC may restrict public access as reasonably necessary for maintenance and other purposes.

Section 5. Maintenance and Repair. WLCSC shall, at all times and at its own cost and expense, repair, replace, and maintain in a good, safe and substantial condition the Tennis Courts and those areas appurtenant to it, and shall use all reasonable precaution to prevent waste, damage, or injury to the Tennis Courts. In maintaining the Tennis Courts, WLCSC, shall at all times, acknowledge that the improvements made to the Tennis Courts make them a community asset and therefore agrees to maintain the Tennis Courts to standards which reflect a good image on the City of West Lafayette and WLCSC.

Section 6. Insurance. Each of the Parties shall obtain and maintain insurance coverage against liability for injury, both personal and property. Each party shall name the other party as additional insureds on their respective policies. All insurance shall be written with responsible

companies. All policies shall require thirty (30) days' notice by certified mail to the other parties of any cancellation or change affecting the interests of the other parties.

Section 7. Notices. Any notice required under this Agreement shall be in writing and delivered by first-class mail to the following parties:

West Lafayette Community School Corporation:
Attn: Dr. Shawn Greiner, Superintendent
3061 Benton Street
West Lafayette, IN 47906

With copy to:
Jessica L. Billingsley
Church Church Hittle + Antrim
Two North Ninth Street
Noblesville, IN 46060

City of West Lafayette:
Attn: Mayor Erin Easter
222 N. Chauncey Ave.
West Lafayette, IN 47906

With copy to:
Eric H. Burns
Withered Burns, LLP
427 Main Street, Suite 200
P.O. Box 499
Lafayette, IN 47901

City of West Lafayette Parks and Recreation Board:
Attn: Kathy Lozano, Superintendent
222 N Chauncey Ave
West Lafayette, IN 47906

With copy to:
Park Board Attorney
Andrew S. Gutwein
P.O Box 469
Lafayette, IN 47902

West Lafayette Redevelopment Commission
Attn: Larry Oates, President
222 N Chauncey Ave
West Lafayette, IN 47906

With copy to:

Eric H. Burns
Withered Burns, LLP
427 Main Street, Suite 200
P.O. Box 499
Lafayette, IN 47901

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals on the date first above written.

West Lafayette
Redevelopment Commission

West Lafayette Parks and
Recreation Board

By

By

Its

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City of West Lafayette

West Lafayette Community
School Corporation

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