

ORDINANCE NO. 99-213

**AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE MASON CITY SCHOOL DISTRICT FOR THE CONSTRUCTION AND FUNDING OF A COMMUNITY RECREATION CENTER**

WHEREAS, the City of Mason wishes to enter into an agreement with the Mason City School District for the construction and funding of a Community Recreation Center; and

WHEREAS, the City of Mason and the Mason City School District have agreed to certain conditions and obligations as set forth in the Agreement, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, **six (6)** members thereto concurring:

Section 1. That the City Manager is hereby authorized to enter into an agreement with the Mason City School District for the construction and funding of a Community Recreation Center, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 13th day of December, 1999.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
Clerk of Council

12/8/99

## **AGREEMENT TO PROCEED WITH A COMMUNITY RECREATION CENTER**

This agreement (the "Agreement") is made and entered into as of this 15<sup>th</sup> day of December, 1999, by and between the City of Mason (the "City") and the Mason City School District (the "School District").

WHEREAS, the City and the School District have been working together to determine the best way to serve the recreational, cultural and educational needs of the City and the School District; and

WHEREAS, after careful study and review, the City and the School District wish to proceed with the construction of and provision of basic building services (which include water and sewer service, heating and cooling, security, janitorial and environmental services, all applicable insurance coverages in reasonable coverage amounts, and such other services as may be necessary to maintain the building) for a community recreation center pursuant to the applicable provisions of the Ohio Revised Code, particularly Section 755.14 through Section 755.18, both inclusive; and

WHEREAS, the City and the School District wish to memorialize the general terms upon which they agree to proceed with the community recreation center in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1. The City and the School District wish to construct a community recreation center (the "Center") consistent with the plans therefor as set forth in "Exhibit A", attached hereto and made a part hereof. The Center shall be attached to the School District's new high school (the "High School"), also as shown in Exhibit A.

SECTION 2. The Center and the High School (collectively, the "Project") shall be located on a site on Mason-Montgomery Road formerly known as the Westerkamm property (the "Project Site"). The Project Site is owned by the City and will be leased to the School District, pursuant to a ground lease acceptable to both parties, for a period of not less than ninety-nine (99) years for consideration of one dollar (\$1.00) (or for a term of similar length and for similar nominal consideration).

SECTION 3. In order to finance the construction of the Project, the School District shall place before the electors of the School District at the March 7, 2000 election the question of issuing bonds in the principal amount of \$71,935,000 for the purpose of constructing the Project. It is currently estimated by the parties hereto that the Center portion of the Project will cost approximately \$21,500,000, with the remaining principal amount of the bond issue to be utilized by the School District for the construction of the High School and other improvements and equipment throughout the School District. The parties hereby agree that the School District, as issuer of the bonds to finance the construction of the Project, shall be responsible for the construction of the Project having exclusive charge and control during the course of construction of the Project for any and all details of construction contracts, appointment of a construction

manager or general contractor and such other matters relating to construction as may arise from time to time. Upon completion of the Project, the School District shall be the owner thereof.

SECTION 4. In order to provide for basic building services for the Center, the City and the School District agree that each entity must provide funds therefor. The City will use its best efforts to release a portion of the inside millage that is currently allocated to it by the Warren County Budget Commission and have such millage re-allocated to the School District for the basic building services of the Center. The School District will earmark an equal portion of its inside millage for basic building services of the Center. If the City is unsuccessful in reallocating a portion of its inside millage to the School District, it shall continue to apply for and receive said funds and then transfer said funds to the School District for providing basic building services and maintaining the Center immediately upon receipt.

SECTION 5. The City and the School District agree that space in the Center will consist of areas used primarily for City functions (as highlighted in blue on Exhibit A) and areas to be shared equally by the City and the School District (as highlighted in yellow on Exhibit A). There shall also be areas in the Center which, while primarily for School District use, will be available for use for City functions (as highlighted in green on Exhibit A). It is the parties intent that the City will be responsible for operations, programming and the cost thereof in the area of the Center highlighted in blue and the School District will be responsible for the operations, programming and the cost thereof in the area of the Center highlighted in green. The City will use its best efforts to accommodate requests by the School District for use of the space for which the City is responsible for and the School District agrees to do likewise for City requests to utilize the space for which the School District is responsible. It is the parties intent that the City and School District will be jointly responsible for operations, programming and the cost thereof in the area of the Center highlighted in yellow. Any disputes concerning scheduling, use and programming for the shared areas of the Center highlighted in yellow will be resolved by an advisory committee (the "Committee") to be of such number and composition as agreed upon by the City and the School District.

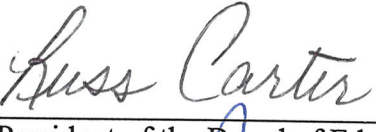
SECTION 6. The City and School District agree that this Agreement sets forth the understandings of the parties in moving forward with the Project and that so doing is in the best interest of both the City and the School District. The parties agree to continue to work cooperatively throughout the planning, construction and operation phases of the Project and will endeavor to resolve all disputes in a fair and reasonable manner.

IN WITNESS WHEREOF, this Agreement is executed as of the day first written above.


CITY OF MASON

MASON CITY SCHOOL DISTRICT

By:   
Vice Mayor

By:   
President of the Board of Education

By:   
City Manager

By:   
Treasurer

23675/TAW/sc

Exhibit- A

Community Center  
City of Mason

Shared Facilities  
City of Mason/ Mason  
City School District

Physical Education  
Mason City School  
District

<ul style="list-style-type: none"> <li>Reception Area</li> <li>Administrative Office Suite</li> <li>Concession</li> <li>Aerobics/ Dance Rm.</li> <li>Exercise &amp; Fitness</li> <li>Food/Lounge Area</li> <li>Senior Citizens Center</li> <li>Billiard Area</li> <li>Kitchenette</li> <li>Arts &amp; Crafts</li> <li>Teen Lounge</li> <li>Child Care Center</li> <li>Indoor Play Area</li> <li>Leisure/ Therapeutic Pool</li> <li>Exam Room</li> <li>Locker Rooms (Community)</li> <li>Family Locker Rooms</li> </ul>	<ul style="list-style-type: none"> <li>Field House</li> <li>Ticket Booth</li> <li>Storage</li> <li>Laundry</li> <li>Training Room</li> <li>Meeting Rooms/ Health</li> <li>Aquatics Center</li> <li>Competition Pool</li> <li>Storage</li> <li>Office</li> <li>Auditorium</li> <li>Stage Area</li> <li>Scene Shop &amp; Storage</li> <li>Make-up/ Dressing Rm.</li> <li>Green Room</li> <li>Costume Storage</li> <li>Control room</li> </ul>	<ul style="list-style-type: none"> <li>Practice Court</li> <li>Weight Room</li> <li>Wrestling Room</li> <li>Physical Ed. Locker Rms.</li> <li>Aquatic Center Locker Rms.</li> <li>Core Academic Areas</li> <li>Classrooms</li> <li>Science Rooms</li> <li>Science Prep Areas</li> <li>P.E. Office and Prep. Area</li> <li>AD/ Staff Suite</li> <li>Material Storage</li> <li>Conference Rm.</li> <li>Staff Locker Rms.</li> </ul>
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Proposed  
Recreational Center  
170,000 SF

Proposed  
Mason Municipal  
Building

Proposed Mason High  
School  
2,400 Students  
355,500 SF