

STATE OF INDIANA
BEFORE THE NEW ALBANY – FLOYD COUNTY
DEPARTMENT OF PARKS & RECREATION

RESOLUTION NO. _____-2012

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BEFORE THE BOARD OF PUBLIC WORKS AND SAFETY FOR THE CITY OF NEW
ALBANY, INDIANA

RESOLUTION NO. BOW-12-04

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BEFORE THE BOARD OF COMMISSIONERS OF FLOYD COUNTY, INDIANA

RESOLUTION NO. VIII -2012

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**A JOINT RESOLUTION EFFECTING THE ABOLISHMENT OF THE
NEW ALBANY – FLOYD COUNTY DEPARTMENT OF PARKS &
RECREATION AS A JOINT PARKS DEPARTMENT, AND
AUTHORIZING THE DISTRIBUTION OF ITS REAL AND PERSONAL
PROPERTY TO THE NEWLY RE-ESTABLISHED CITY OF NEW
ALBANY DEPARTMENT OF PARKS & RECREATION AND THE
FLOYD COUNTY DEPARTMENT OF PARKS & RECREATION.**

WHEREAS, by Ordinance No. G-94-185 adopted by the Common Council of the City of New Albany, Indiana (hereinafter the “City Council”), as amended by Ordinance No. G-01-37, the City of New Albany, Indiana, opted to subsequently participate in a joint department of parks and recreation pursuant to the provisions of IND. CODE § 36-10-3-29 that has been commonly known as the New Albany – Floyd County Department of Parks & Recreation (the “Joint Department”); and,

WHEREAS, by Ordinance No. _____ adopted by the Board of Commissioners of Floyd County, Indiana (the "Commissioners"), Floyd County, Indiana (the "County"), similarly opted to participate in the Joint Department at all times subsequent; and,

WHEREAS, at its regular meeting on November 5, 2012, the City Council adopted Ordinance No. G-12-32, thereby exercising its right to terminate its participation in the Joint Department pursuant to the provisions of IND. CODE § 36-10-3-32 effective as of December 31, 2012; and,

WHEREAS, the City Council has undertaken, and/or are taking, the necessary legislative acts to re-establish a separate City Department of Parks & Recreation (the "City Department"), effective January 1, 2013; and,

WHEREAS, the Commissioners have undertaken, and/or are taking, the necessary legislative acts to re-establish a separate County Department of Parks & Recreation (the "County Department"), effective as of January 1, 2013; and,

WHEREAS, since the City's made its determination to terminate its participation in the Joint Department, representatives of the City and the County have met and negotiated an agreement for the distribution of the real and personal property of the Joint Department to the City Department and the County Department, respectively, effective as of January 1, 2013, subject to the approval by the Joint Department; and,

WHEREAS, the board of the Joint Department, the Commissioners, and the City's Board of Public Works (as the entity charged with maintaining custody of all real and personal property of the City pursuant to the provisions of IND. CODE § 36-9-6-3) (the "City Works Board") hereby adopt this Joint Resolution for purposes of effecting the distribution plan negotiated between the City and the County in compliance with the requirements of IND. CODE § 36-1-11-8, IND. CODE § 36-10-3, *et seq.*, and all other applicable statutes and regulations.

NOW, THEREFORE, be it Jointly Resolved by the Joint Department, the Commissioners, and the City Works Board as follows:

1. Distribution of Real Property. It is agreed that effective January 1, 2013, the real estate under the ownership, custody, or control of the Joint Department shall be distributed as follows:

- a. *To the City Department:*
 - i. Anderson Park and ball fields;

- ii. Bicknell Park;
- iii. Billy Herman Park and ball fields;
- iv. Binford Park;
- v. Bud Flynn Center;
- vi. Camille Wright pool;
- vii. Cannon Acres;
- viii. Cherry Valley Golf Course;
- ix. Division Street Park and Center;
- x. Fairmont Park;
- xi. Griffin Street Park and Kathy Wilkerson Activity Center;
- xii. Herb Jenkins Center;
- xiii. Joe Kraft Park;
- xiv. Millerwood Park;
- xv. Ritter Park;
- xvi. Sertoma Park; and,
- xvii. Valley View Golf Course.

b. *To the County Department:*

- i. Galena – Lamb Park;
- ii. Garry Cavan – Edwardsville Park;
- iii. Greenville Park;
- iv. Herman Collier Park;
- v. Letty Walter Park
- vi. Sam Peden Community Park;
- vii. Southern Indiana Sports Complex; and,
- viii. Campbell Woodland Nature Trails.

c. *Additional provisions regarding real property:*

i. Conveyance of Interests. The Joint Department shall execute and deliver a quitclaim deed conveying its interest of record in any of the above-referenced real properties with an effective transfer date of December 31, 2012.

ii. Aquatic Center. In the event that the City secures the funding necessary to proceed with the construction of a planned Aquatic Center, the Commissioners shall lease or otherwise transfer a sufficient area within the frontage of Sam Peden Community Park (i.e., the Annex Area”) to accommodate the construction and operation of such facility, subject to the following additional provisions:

(a) The City shall provide the financial resources necessary to construct, operate, and maintain the Aquatic Center, except as otherwise expressly provided in this Joint Resolution or as subsequently agreed between the City and the County.

(b) The County shall otherwise reasonably cooperate with the City in its efforts to fund and construct the Aquatic Center, including without limitation, collaborating to obtain additional partners, grants, or other resources necessary for the construction and/or operation of the Aquatic Center.

(c) The City and the County shall equally bear the costs of demolishing the North Annex and any existing other structures necessary to construct and operate the Aquatic Center and public plaza contemplated herein.

(d) The City and County shall incorporate the County's proposed "public plaza" concept along and near the Aquatic Center on the Community Park frontage and/or Annex property as part of its plans for the Aquatic Center and to an extent reasonably acceptable to the Commissioners and the parties shall cooperate in obtaining all the necessary regulatory licenses and permits.

(e) The instrument conveying any interest in the Sam Peden Community Park property to the City shall contain a reversionary clause providing that the ownership and possession of the property shall revert to the County in the event that the operation of an Aquatic Center ceases.

c. Valley View GC Easement. In the event that the County secures the funding necessary to proceed with the construction of a planned County trail system, the City shall convey a twenty (20) foot wide permanent easement on and through the Valley View Golf Course property along a path reasonably acceptable to the City, and subject to any restrictions that may exist under the existing lease agreement for the property. The County acknowledges that the route of any County trail system shall not impair the use of the property as a golf course to any extent.

2. Distribution of Personal Property and Equipment.

a. *To the City Department:*

- i. Dodge truck #29;
- ii. Chevrolet truck #4;
- iii. Ford Ranger truck #10;
- iv. International dump truck #5;

- v. 15-passeger bus #108;
- vi. Chevy truck #8;
- vii. Chevy truck #9;
- viii. Dodge 15-passenger van #2;
- ix. Ford 15-passenger van #23;
- x. Dodge truck #6;
- xi. Massey tractor #19;
- xii. Kubota ballfield tractor #27 with new Bannerman ball field groomer and other attachments;
- xiii. Long tractor #18;
- xiv. Dodge Caliber
- xv. Suzuki 4-wheeler;
- xvi. 1 – flatbed trailer;
- xvii. 3 – standard trailers with side rails;
- xviii. Small trailer for 4-wheeler and miscellaneous equipment;
- xix. Animal control trailer;
- xx. Heated powerwasher;
- xxi. Small powerwasher;
- xxii. Stihl blower;
- xxiii. 3 – Stihl chainsaws including Stihl polesaw;
- xxiv. 1 – Poulan chainsaw;
- xxv. 1 – Yard Machine roto-tiller;
- xxvi. 3 – Pushmowers (Bobcat, Cub Cadet, Quantum);
- xxvii. 1 – Batwing;
- xxviii. 1 – Titan generator;
- xxix. 1 – Troybilt snowblower;
- xxx. 2 – Yard sweepers;
- xxxi. 1 – Portable air compressor;
- xxxii. 1 – Stationary air compressor;
- xxxiii. 1 – 500 gallon diesel storage tank;
- xxxiv. 1 – 350 gallon waste oil tank;
- xxxv. 4 each of the following: regular shovels, flat shovels, garden rakes, leaf rakes;
- xxxvi. 2 complete ratchet;
- xxxvii. 2 complete wrench sets; and,
- xxxviii. A relatively equal number of miscellaneous pliers, screwdrivers, hammers, and other hand tools.
- xxxix. 2-Kubota Mowers

b. *To the County Department:*

- i. Dodge truck #14 with snowplow;
- ii. Ford truck #7 with tools and ladders;
- iii. Ford Ranger truck #11;
- iv. Chevy truck #12;
- v. Chevy mini-van #22(?);
- vi. Kubota RTV;
- vii. 2005 Kubota 4x4 tractor with attachments (bush-hog, bucket, rear blade, drill, batwing);
- viii. 2 – Kubota ZD mowers (ZD-331 and ZD-28);
- ix. 1 – Mower trailer (either the black trailer, or one of the yellow trailers with side rails);
- x. 1 – Flat bed trailer;
- xi. 1 – Old Bannerman ball field groomer;
- xii. 2 – Stihl chainsaws;
- xiii. 2 – Stihl weed eaters;
- xiv. 1 – Titan generator;
- xv. 1 – Stihl blower;
- xvi. 1 – Troybilt pressure washer;
- xvii. 1 – Bobcat pushmower;
- xviii. 1 – Rigid cordless drill;
- xl. 2 each of the following: regular shovels, flat shovels, garden rakes, leaf rakes;
- xix. 1 – complete ratchet set;
- xx. 1 – complete wrench set;
- xxi. 2 – wheel barrows; and,
- xxii. A relatively equal number of miscellaneous pliers, screwdrivers, hammers, and other hand tools.

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3. Distribution of Financial Accounts.

a. *To the City Department:*

i. 100% of the balance of the Cumulative Capital Fund (No. 04035.504) remaining on January 1, 2013, but subject to responsibility for payment of any claims properly drawn thereon by authorization of the Joint Department prior to such date;

ii. 100% of all net revenues from Valley View Golf Course;

iii. 53% of the Operating Fund (No. 02004.501), remaining on January 1, 2013, but subject to responsibility for payment of 53% pro-rata share of any claims properly drawn thereon by authorization of the Joint Department prior to such date;

iv. 53% of the Shelter Fund (No. 02012.503), remaining on January 1, 2013, but subject to responsibility for payment of 53% pro-rata share of any claims properly drawn thereon by authorization of the Joint Department prior to such date;

v. 53% of the Non-Reverting Fund (No. 02011.502), remaining on January 1, 2013, but subject to responsibility for payment of 53% pro-rata share of any claims properly drawn thereon by authorization of the Joint Department prior to such date;

b. *To the County Department:*

i. 47% of the Operating Fund (No. 02004.501), remaining on January 1, 2013, but subject to responsibility for payment of 47% pro-rata share of any claims properly drawn thereon by authorization of the Joint Department prior to such date;

ii. 47% of the Shelter Fund (No. 02012.503), remaining on January 1, 2013, but subject to responsibility for payment of 47% pro-rata share of any claims properly drawn thereon by authorization of the Joint Department prior to such date;

iii. 47% of the Non-Reverting Fund (No. 02011.502), remaining on January 1, 2013, but subject to responsibility for payment of 47% pro-rata share of any claims properly drawn thereon by authorization of the Joint Department prior to such date;

c. *Additional provisions regarding financial accounts:*

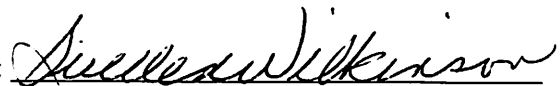
“ i. 100% of the balance of the Donation Fund” (No. 02017.662.4315.24) remaining on January 1, 2013, shall be transferred and/or distributed to the New Albany – Floyd County Parks Foundation account maintained by the Community Foundation of Southern Indiana for use in improving the facilities or programs of the City Department or the County Department in accordance with the Foundation’s bylaws.

ii. The parties acknowledge that the City Controller has served as the fiscal officer of the Joint Department at all times during its existence, and presently has custody and control of all of the above-referenced funds. The City Controller shall use her best efforts to fully process and pay all claims duly authorized by the Joint Department for expenditures undertaken prior to January 1, 2013, by not later than March 1, 2013, and the City Controller shall provide a complete accounting to the Commissioners regarding the amounts properly due

and owing to the County Department in accordance with the terms of this Joint Agreement at the earliest practicable date.

IN WITNESS WHEREOF, this the Board of Public Works and Safety of the City of New Albany, Indiana, has approved and adopted this Joint Resolution by majority vote of its members at a properly noticed and convened meeting held this 5th day of December, 2012.

**BOARD OF PUBLIC WORKS AND
SAFETY OF THE CITY OF NEW
ALBANY, INDIANA**


By: 
Suellen Wilkinson, President

Attested by:



Vicki Glotzbach, New Albany City Clerk

IN WITNESS WHEREOF, this Board of Commissioners of Floyd County, Indiana, has approved and adopted this Joint Resolution by majority vote of its members at a properly noticed and convened meeting held this 11th day of December, 2012.


**BOARD OF COMMISSIONERS
OF FLOYD COUNTY, INDIANA**

By: 
Mark Seabrook, ~~President~~

By: 
Steve Bush, Commissioner, ~~President~~

By: 
Charles A. Freiburger, Commissioner

Attested by:


Darin E. Coddington, Floyd County Auditor

IN WITNESS WHEREOF, this Board of the New Albany – Floyd County Department of Parks & Recreation has approved and adopted this Joint Resolution by majority vote of its members at a properly noticed and convened meeting held this _____ day of December, 2012.

**BOARD OF THE NEW ALBANY –
FLOYD COUNTY DEPARTMENT
OF PARKS & RECREATON**

By: _____
Scott Klink, President

Attested by:

Secretary