

**COOPERATIVE AGREEMENT  
BETWEEN MUNSTER PARKS AND RECREATION  
AND THE MUNSTER HISTORICAL SOCIETY (2<sup>nd</sup> Draft)**

This cooperative agreement is entered into by and between Munster Parks and Recreation (“MPR”), a department of the Town of Munster, and The Munster Historical Society, Inc. (“Society”), a non-profit organization.

**Section I: Introduction**

The mission of MPR is to provide and maintain quality parks, facilities, open/natural space, programs and services which will enhance the physical, social and emotional well being of all the citizens of Munster and the surrounding communities.

The mission of the Society is to preserve, protect, and honor buildings and places of architectural and historical significance; collect and preserve materials of local history, art, and industry; to promote education to both young and old towards historical inquiry; to maintain and operate an historical museum; and to publish and spread historical information with reference to the Town of Munster, Lake County, Indiana.

Since 1976, the Society has been involved in documenting and preserving the history of Munster, Indiana and providing a variety of history-related services and programs. The Society has been instrumental in the preservation of the historic 1910 Kaske House (listed on the National Registry of Historic Places) and Heritage Park, the site of the Brass Tavern stagecoach inn, the first permanent settlement in Munster. In 1991, MPR determined that the use of Heritage Park for the operations of the Munster Historical Society is compatible with public interest and is consistent with its mission. Since 1997 the Munster History Museum located in the Kaske House has been furnished, maintained, and operated by the Society

MPR owns and operates Heritage Park, an 11-acre public park that includes the Kaske House, purchased by MPR in 1986. In addition to serving as an historical museum, the Kaske House is utilized as a site for various recreational, educational, social, historical, and nature-related programs, activities, exhibits, and events.

The Society maintains and is the sole owner of all furnishings within and directly around the Kaske House that consist of but are not limited to antiques, furniture, artifacts, art objects, clothing, bedding, toys, books, appliances, office equipment, electronics, seasonal decorations, porch furniture, and garden equipment and structures (bench, arbor, urn, etc.). All material possessions housed at and around the Kaske House are inventoried and insured by the Society.

MPR and the Society both share a common purpose of providing services to all citizens and wish to enter into an agreement in the spirit of cooperation and a mutual desire to enhance and increase historical and recreational services. These services shall include but are not limited to historical education through exhibits and programs held at the Kaske House and on the adjacent grounds of Heritage Park. The agreement will also reflect a mutual understanding with respect to the ownership, management, construction, maintenance and use of the Kaske House and Heritage Park.

## **Section II: History/Background**

Heritage Park is the location of one of North Lake County's first permanent settlements. A log stagecoach inn was built there in 1837 by Thomas and Elizabeth Gibson. In 1845, the Gibson's sold the land and building to Allen and Julia Brass who then built the two-story Brass Tavern and Inn. In 1864, the land and business were sold to Johann and Wilhelmina Stallbohm, who continued to operate the inn for a number of years. The building was destroyed by fire in 1909 and the next year the family built what is now called the Kaske House. The Stallbohm's granddaughter, Helen Bieker, the third generation in her family to live on that property, sold the land to Munster Parks and Recreation in 1986 with the condition that she be allowed to live in the house for the remainder of her life. At that time, the park was known as Bieker Woods (East). When she died two years later, the care of the land reverted to the citizens of Munster.

The Munster Board of Parks and Recreation ("Park Board") then established the Bieker Woods Property Committee comprised of town officials, members of the Society, and other citizens to make recommendations for park use. After months of research, the committee recommended the preservation of the natural areas of both the east and west portions of Bieker Woods and restoration of the house and barn to their original appearances. It also suggested hiring a professional firm to conduct a feasibility study.

The Bieker Woods Master Plan, adopted by the Park Board on November 24, 1993, proposed restoring the Stallbohm Barn and the Kaske House and gardens and applying for National Register of Historic Places status for both facilities, creating a concert green area with a performance gazebo, building trails through Bieker Woods west of Columbia Avenue, and the continued interaction and cooperation with community groups, the Society, garden clubs, schools, and neighborhoods, to name a few.

The Society has taken an active interest in the property since it was purchased. In October of 1991, the Society held its first *Olde Munster Day* celebration at the park. With live music and artisans in attendance, citizens were able for the first time to tour the grounds and become acquainted with the site of Munster's first homestead.

In 1994, the Park Board issued bonds that included funds targeted for repairs to the Kaske House and Stallbohm Barn. Construction in early 1995 repaired the siding on the barn and restored the exterior of the old home to its 1910 appearance with its distinctive green trim. The charm of the interior of the house was kept as it was replastered and brought up to current building standards. The Society was then given permission to use the Kaske House as a museum. Responding to a suggestion by the Society, the Park Board in 1995 named the parcel east of Calumet Avenue, containing the old house and barn, Heritage Park.

The dedication of Heritage Park in 1995 was timed to coincide with both the completion of the Kaske House and Stallbohm Barn restorations and the sesquicentennial of the building of the Brass Tavern in 1845.

### Section III: Statement of Cooperation

All real property at Heritage Park is owned by MPR and it is the responsibility of MPR to maintain it in a manner consistent with all pertinent and established regulations and guidelines.

#### A. MPR agrees to:

- Maintain the park grounds to include but is not limited to mowing grass, trash removal, trimming shrubs and trees, repairing the driveway and sidewalk, snow removal, maintenance to the Gazebo and replacing trees as necessary.
- Maintain the interior of the Kaske House to include but is not limited to painting walls and doors, flooring, security system, lighting, heating and cooling systems, plumbing, wild animal removal and other such physical features of the interior of the House.
- Maintain the exterior of the Kaske House to include but is not limited to the repair of the foundation, roof, siding, porch, and windows as necessary.
- Consult with the Society in the planning, design, and development of activities and alterations and/or major changes to the facilities and grounds of the Park.
- Pay the utility bill (NIPSCO) of the Kaske House in full each month.
- Waive the park hours of operation - 6:00 a.m. to dusk. Programs or activities of the Society scheduled in Heritage Park may be held after dusk. Any programs or activities that are scheduled past 10:00 p.m. must receive a special permit from Munster Parks and Recreation.
- Provide proper informational signage throughout the park areas.
- Approve any capital improvements to Heritage Park and the Kaske House, to include but is not limited to: buildings and structures, fencing, lighting, signage and sidewalk repair. Requests for all capital improvements must be in writing to the attention of the Director of Parks and Recreation. The request(s) must detail the improvement, the reason for the request and the estimated costs. Munster Parks and Recreation will assist the Society with the capital improvements as funds are available.
- Designate the Kaske House for primary use by the Society. Munster Parks and Recreation reserves the right to utilize the Kaske House for *museum appropriate* department programs and services with, preferably, a minimum of 14 days notice and approval of the Society as long as there are no conflicts with previously scheduled programs or services of the Society. Other groups or organizations may utilize the Kaske House but only with advance notice (preferably 14 days) and written approval of the Society. The Society will lose this designation if it is determined that the Kaske House is being used for purposes which contradict the mission of MPR and the Society.
- Assume the costs for damages or theft that may occur at the Kaske House during any MPR-sponsored program or activity.

- Allow the Society to use the MPR office copier for Society business during times that the copier is not in use by MPR and that the Society provides its own paper for copying.
- Provide advertising of Society info/events/programs in MPR Recreation Guide and electronic sign when notification is received prior to publication or signage deadline.
- Grant the Society exclusive concession rights at Heritage Park for summer concerts until such time as the Society advises MPR otherwise.
- MPR grants the right of the Society to control craft booths, character interpreters, vendors, and other related participants at Society events in order to achieve history-related themes such as Olde Munster Day.
- Waive the rental fee for the Society's use of MPR banquet facilities used for purposes of fundraising events that benefit promotion of the history of the Town of Munster.
- Provide or make available a schedule of all MPR programs, events, activities, and weddings scheduled at Heritage Park and/or the Kaske House throughout the year.
- Request an appointment or give advance notice of any MPR visitation to the museum, other than maintenance, such as for potential renter visits or site supervisor training.

**B. The Society agrees to:**

- Pay an annual rental fee of \$1.00 for use of the Kaske House.
- Establish, furnish, and make available to the public on a regular basis, a museum focusing on the history of the Town of Munster.
- Not make, or encourage the making of any alteration to Park property without prior written approval by the Director of Parks and Recreation.
- Comply with the *Munster Park Rules and Regulations* (attached Exhibit A) and all applicable laws and regulations.
- Submit in writing to the Director of Parks and Recreation any requests for items purchased by the Society for consideration of reimbursement. No items that fall under this consideration will be reimbursed to the Society if approval is not secured before the purchase is made. Munster Parks and Recreation will assist the Society with purchases as funds are available.
- Assume the responsibility of maintaining the cleanliness of the interior of the Kaske House.
- Assume the costs for damages that may occur at the Kaske House or Heritage Park during any Society-sponsored program or activity.

Carry comprehensive general liability insurance in an amount not less than \$2,000,000 annual aggregate with \$1,000,000 per occurrence. The following must be listed on the insurance document as *Additional Insured*:

1. Munster Parks and Recreation Department
2. Town of Munster
3. School Town of Munster
4. Agents and officials of above.

A copy of this insurance form must be provided to Munster Parks and Recreation by January 1<sup>st</sup> of each year.

- Provide a completed financial statement from year 2009 of all Society operations including special events and concession sales.
- Provide an advance copy, including a response deadline, to the Director of Parks and Recreation for any official public information release that refers to the Town of Munster, Munster Parks and Recreation, any Town or Parks employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the Director of Parks and Recreation. As a courtesy, the Society will give due consideration to any written request for revision or retraction that is received from MPR prior to the stated response deadline. The Society will assume MPR approval if a written response is not received prior to the stated deadline. The Society takes no responsibility for the statement of opinions by its members.
- Provide or make available a schedule of all Society programs and activities throughout the year.
- Provide or make available a list of all Society board members and key individuals who are responsible for the administration of the Society.
- Provide a liaison to Munster Parks and Recreation. This liaison can be a board member or any individual who can act on the Society's behalf and is available during the normal working hours of 8:30 a.m. to 4:30 p.m., Monday through Friday.
- Provide or make available a copy of the minutes of each Society board and general membership meeting following each meeting.
- Notify the Director of Parks and Recreation immediately of any maintenance issue or concern at Heritage Park or the Kaske House.

**C. MPR and the Society agree to, but are not limited by, the following:**

- Participate in periodic meetings to discuss day-to-day operations and activities.
- Jointly develop procedures, guidelines, and policies for facility utilization.

- Exercise care to prevent damage to, or destruction of, any part of the Kaske House or other Park facilities. Make a police report immediately of any instances of vandalism, theft, or forced entry.
- Exercise care to see that the Kaske House is properly closed and secured after each use. All MPR staff and Society volunteers must sign in upon entry, listing time and purpose.
- Be an equal opportunity organization and will not exclude or discriminate or prevent equal access, with regards to its services, programs, and activities regardless of race, color, religion, sex, national origin, age, ability or disability.
- Work together in a professional manner to benefit the community, treating one another's organizations, representatives, and property with dignity and respect.
- Respond to written requests on a timely basis.
- Work together to coordinate events in order to avoid scheduling conflicts.
- Prohibit exploitation of the historic Kaske House for commercial usage except for a mutually agreeable benefit that either promotes its prestige or provides it revenue.
- Have a discussion to determine an interim, near future, and long-range plan for weddings at Heritage Park. The interim plan will address ways (such as locking the pantry door and upstairs doors) to secure the museum for 2010 scheduled weddings that already have a contractual agreement to utilize the Kaske House. The near future plan will discuss the possibility of eliminating the bridal party's option to use the Kaske House (tent rental may be offered as an alternative). The long-range plan would be to move the wedding parties to a new facility that is being considered for the site.

#### **Section IV: Terms of Agreement**

In consideration of the mutual covenants expressed herein, MPR and the Society agree as follows:

1. This agreement shall continue for 5 years; however, upon mutual written agreement of the parties this agreement may be amended or upon action by either party within 60 days prior notice to the other, the agreement shall be terminated.
2. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person, mailed to a specific address requested in writing, or sent by mail addressed as follows:

Director of Parks and Recreation  
Munster Parks and Recreation  
1005 Ridge Rd.  
Munster, IN 46321

President  
Munster Historical Society  
1005 Ridge Rd.  
Munster, IN 46321

3. In the case of any dispute over any provision of this agreement, the parties agree to use their best efforts and enter into good-faith negotiations to resolve the disputed matters. However, this shall not limit the rights of the parties to seek any remedies provided by law.
4. This agreement shall be effective as of the date it is signed by both parties.

**MUNSTER PARKS AND RECREATION, a department of the Town of Munster**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Robert M. O'Shaughnessy  
Director of Parks and Recreation

ATTEST:

\_\_\_\_\_  
Matt Brozovic  
President - Board of Parks and Recreation

APPROVED AS TO FORM:

\_\_\_\_\_  
Eugene Feingold, Town Attorney

**MUNSTER HISTORICAL SOCIETY, a non-profit organization**

By: \_\_\_\_\_ Date \_\_\_\_\_  
JoAnne Shafer, President

ATTEST:

\_\_\_\_\_  
Kelly Benoit, Vice President

APPROVED AS TO FORM:

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Jonathan D. Petersen, Attorney