

REQUEST FOR BOARD ACTION
HENDERSON COUNTY
BOARD OF COMMISSIONERS

MEETING DATE: March 17, 2014
SUBJECT: BRCC baseball field lease
PRESENTER: John Mitchell
ATTACHMENT(S): Draft Memorandum of Understanding

SUMMARY OF REQUEST:

To prevent any mismanagement or decline in the condition of the facilities, County staff has worked with staff from the Blue Ridge Community College to secure a lease for the baseball field and surrounding area. The field will be maintained and scheduled through the Henderson County Recreation Department. The College may still use the field as long as they schedule the time with the Recreation Department.

Staff will be present and prepared if requested to give further information on this matter.

BOARD ACTION REQUESTED:

Approve Memorandum and grant authority to County Manager to sign the document.

If the Board is so inclined, the following motion is suggested:

I move that the Board approve the Memorandum and grant the County Manager authority to sign the Memorandum.

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

**MEMORANDUM OF UNDERSTANDING
BRCC Baseball Field Agreement**

THIS Memorandum of Understanding is made between the Henderson County, a body corporate and politic under the laws of the State of North Carolina, and the Trustees of Blue Ridge Community College, a body corporate existing under Chapter 115D of the General Statutes of North Carolina, the date and year below written.

Statement of Facts and Circumstances:

A. Blue Ridge Community College ("BRCC") is a public community college organized and existing under the provisions of Chapter 115D of the North Carolina General Statutes. BRCC operates in Henderson and Transylvania Counties, and is governed by its Board of Trustees ("the Trustees"), pursuant to N.C. Gen. Stat. §115D-12(a).

B. BRCC operates a campus in Flat Rock, Henderson County, North Carolina. Among the facility located on the Flat Rock campus is a baseball field, along with attendant dugouts, facility, and other structures (collectively such field, dugouts, facility and other structures are "the baseball facility").

C. Pursuant to N.C. Gen. Stat. §115D-15(a), when "in the opinion of the board of trustees the use of any other real property owned or held by the board of trustees is unnecessary or undesirable for the purposes of the institution," the Trustees pursuant to prior approval by the State Board of Community Colleges have the power to lease any property held by them for BRCC.

D. At present, the baseball facility is not necessary for the purposes of BRCC. However, in the absence of regular maintenance and scheduling services, the baseball facility will inevitably decay and could be severely mismanaged, such that its future usefulness would be significantly impaired.

E. Henderson County is the tax-levying authority for BRCC responsible for the Flat Rock campus. Henderson County also operates various parks and other recreation facility throughout its area, through its Parks and Recreation Department.

F. The baseball facility could be successfully utilized by Henderson County as an additional park or recreational facility, on the terms stated herein.

Statement of Agreement and Understanding

1. Henderson County shall operate the baseball facility, as follows:
 - A. Henderson County, through its Parks and Recreation Department, shall schedule the baseball facility as with any other county park or recreation facility. All using the facility must comply with any requirements or conditions determined by Henderson County.
 - B. Access to the baseball facility shall only be with the permission of Henderson County, obtained through its Parks and Recreation Department.

- C. Henderson County may contract with third parties for the temporary operation of the baseball facility, by way of example but not limitation for tournaments held in the baseball facility.
2. Henderson County shall regularly maintain the baseball facility, as follows:
 - A. Henderson County shall take reasonable care of the playing field of the baseball facility.
 - B. Henderson County may, as necessary, provide repairs to any physical structures which are part of the baseball facility.
 - C. Nothing herein shall be construed as requiring Henderson County to improve the baseball facility to a condition of a higher level or grade than as exists upon the execution of this memorandum.
 3. BRCC, on behalf of its administration, faculty or students, may obtain access to the baseball facility by scheduling the same through Henderson County's Parks and Recreation Department, on the same basis as any other third party to this memorandum.
 4. BRCC shall provide Henderson County with its current equipment to maintain the field, including but not limited to the field's lawn mower. The lawn mower shall be provided to the County in good working order, and once conveyed, any repairs to the lawn mower will be the responsibility of the County.
 5. The area Henderson County will lease from BRCC includes the recreation area and the adjacent parking lot. A map of the leased area is included with this document as Appendix A and is incorporated by reference
 6. The agreement represented by this memorandum is for a period from the date of execution until 31 December 2024. However, either party can terminate this agreement at an earlier date upon thirty (30) days written notice to the other party. Notwithstanding such notice, however, any event using the baseball facility which has been scheduled (1) prior to the receipt of such notice, and (2) which is to occur prior to or on 31 December 2024, shall be allowed to occur on the same terms upon which it was scheduling by Henderson County.
 7. Any amendments, modifications, or changes to this agreement must be in writing and approved by both parties.
 8. Henderson County will pay water and electric utility costs associated with the maintenance and use of the baseball field.

In witness hereof the parties to this Memorandum consent and agree to the above on this the ____ of _____, 2014.

For Henderson County

For the Trustees of Blue Ridge Community College

Steve Wyatt, County Manager

Dr. Molly Parkhill, President

This Memorandum has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

County Finance Director

Date

APPENDIX A

Map of the Lease Area



WARNING: THIS IS NOT A SURVEY.

All information or data provided (whether subscribed, purchased or otherwise distributed) is provided as is, without any warranties, including the warranties of merchantability or of fitness for a particular purpose. Henderson County and its employees make no warranties or guarantees, either express or implied. Use of the information or data subscribed, purchased or otherwise distributed, whether in hard copy or digital media, shall be at the user's own risk.

Henderson County
Geographic Information Systems (GIS)
200 North Grove Street
Hendersonville, NC 28792
P: (828) 698-5124
F: (828) 698-5122



March
3, 2014