

REQUEST FOR BOARD ACTION

HENDERSON COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: 7 November 2016

SUBJECT: Parking Agreement with Hospital (Comprehensive Cancer Center grand opening)

PRESENTER: Charles Russell Burrell

ATTACHMENT(S): Proposed Agreement

SUMMARY OF REQUEST:

Henderson County Hospital Corporation has requested the use of the parking areas of the former Boyd Auto property adjacent to Hendersonville High School on the date of the grand opening of the new Comprehensive Cancer Center. A proposed agreement is attached, for the dates and times proposed by the Hospital.

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

BOARD ACTION REQUESTED:

Approval of the proposed agreement.

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

I move that the Board approve the agreement for the Hospital Corporation to use the parking areas at the former Boyd property adjacent to Hendersonville High School on the date of their grand opening of the Comprehensive Cancer Center.

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

AGREEMENT

THIS LEASE AGREEMENT (the "Agreement"), made and entered into this ____ day of November, 2016, by and between the County of Henderson, a body corporate and politic of the State of North Carolina (the "County") and Henderson County Hospital Corporation, a North Carolina non-profit corporation (the "Hospital").

STATEMENT OF PURPOSE

The County owns certain real property located at 915 Asheville Highway in the City of Hendersonville, North Carolina (the "Premises"). These premises are bounded on the south by Ninth Avenue West, on the west by Oakland Street, on the east and northeast by Asheville Highway (US 25). The Hospital desires to lease that portion of these premises used for parking purposes (the "Parking Area") during the grand open of its new Comprehensive Cancer Center on November 29, 2016. The County and the Hospital are in agreement for such use, on the terms stated herein.

NOW THEREFORE, and subject to the terms and conditions hereinafter set forth, the Hospital shall be allowed to use the Parking Area upon the following terms and conditions:

1. The term of this Agreement shall commence as of 7:00 a.m. on November 29, 2016, and shall conclude and expire at 7:00 p.m. on November 29, 2016.
2. The County shall require no payment by the Hospital for the use of the Parking Area.
3. The Hospital shall allow no use of the Parking Area by vehicles with more than two (2) axles.
4. The Hospital shall indemnify the County from any liability, or claim of liability, resulting from the use of the Parking Area. This indemnification shall also include any liability or claim of liability resulting from any transportation by or on behalf of the Hospital of any persons parking in the Parking Area between the Parking Area and the Comprehensive Cancer Center, or otherwise, during the term hereof.
5. The Hospital shall take reasonable precautions and actions to insure that traffic patterns and usage do not adversely affect the high school adjacent to the Premises.

SIGNATURE PAGE FOLLOWS

WITNESS our hands and seals as of this day and year first above written.

LESSOR:

By: _____
STEVE WYATT
County Manager, County of Henderson

LESSEE:

By: _____
JAMES M. KIRBY, II
President, Henderson County Hospital Corporation