



CITY OF DURHAM | NORTH CAROLINA

Date: March 28, 2013

To: Thomas J. Bonfield, City Manager

Through: W. Bowman "Bo" Ferguson, Deputy City Manager

From: Rhonda B. Parker, Director, Department of Parks and Recreation

Subject: Interlocal Agreement for the Renovation and Joint Use of the Softball Field at Campus Hills Park

Executive Summary

This interlocal agreement between the City of Durham and North Carolina Central University (NCCU) is designed to serve the needs of both City park users and the NCCU women's softball team. Under the terms of the agreement, NCCU will perform improvements to the field in each of the following three years, at the school's expense. Renovations will include grading and improvement of the field, replacement of the chain link fence with a brick and mesh backstop, installation of a scoreboard, replacement of the outfield grass, expansion of the existing dugouts, construction of home and visitor side batting cages and bullpens. Additional renovations, as funding allows, can include grandstands, team locker rooms, and a press box. NCCU will have use and control of the field from September 1 through May 31 each year; the City will have use and control from June 1 through August 31 each year. Each party will be responsible for security, maintenance, and management during its period of use. The agreement has a renewable fifteen year term.

Recommendation

The staff recommends that the City Council authorize the City Manager to execute this Interlocal Agreement with North Carolina Central University, including authorization for making minor changes if necessary.

Background

Since becoming a Division I National Collegiate Athletic Association (NCAA) school, NCCU has worked to find appropriate home facilities for each of its sports teams. While the football and basketball teams can play in campus facilities, the baseball team, for instance, has made its home at the Durham Athletic Park. The softball team has been using rental fields in both Durham and Cary for several years; now that some funding has become available, NCCU staff are eager to use that to develop a site in Durham as a home field for the team.

The City has a softball field in Campus Hills Park, adjacent to the I. R. Holmes Recreation Center. That field is only in fair condition. It does, however, have functioning lights, parking, and access to the restrooms in the center during hours it is open. The Department of Parks and Recreation (DPR) believes that allowing NCCU to have use of the field for its fall and

spring seasons is a good exchange for the improvements that the school proposes to make to the field; the City's users will have access to the field in the summer months, which use also includes the summer camp attendees at the site. Summer is a high use time for recreational softball play.

Issues/Analysis

Use: NCCU will maintain, manage, and use the field from September 1 through May 31 each year; the City will maintain, manage, and use the field from June 1 through August 31 each year. The City and NCCU will both have access to the common areas of the site: parking, restrooms, building lobby, etc.

Renovation work: NCCU will be solely responsible for the work and its cost; the City will agree in writing to the renovations before any work is started. The City has agreed to delay its planned re-paving of the Campus Hills parking lot until Phase 1 of the renovation (which includes heavy truck traffic) is completed.

Use Fees: The City will credit NCCU toward use of the site an amount equal to the funding that NCCU has invested in the renovation work. Until that credit is exhausted, NCCU shall not pay any rent for use of the site. The City may rent the use of the field from NCCU during the school's period of exclusive use and that rental fee shall also go toward NCCU's credit on the site. The City will continue to pay utility fees on the field site as part of the whole park billing.

Management: Each party will be responsible for maintenance and security on the site during its period of exclusive use. Each party will be responsible for damages and wear and tear caused to the site by any use of its programs. NCCU shall have use of the storage building on the site and can install a lock on it. Each party has the right to operate concessions on the site and to collect the proceeds from the concessions.

Both parties have agreed to maintain regular and open communications about the condition of the field and the premises, about the behavior of participants and spectators, and about any necessary repairs. Both parties have agreed to cover their own liability risks with their own insurance. The agreement does have a fifteen-year term, but it is revocable by either party with cause.

Alternatives

The City Council could direct staff not to accept this interlocal agreement with NCCU, or it could direct staff to revise any of the provisions of the agreement and present those changes to NCCU staff.

Financial Impact

There is no negative financial impact to the City anticipated. The City may lose a small amount of rental revenue from the field in the spring and fall, but that amount will be more than compensated for by the improvements to the field. In fact, the City can still rent the field in the spring and fall to non-NCCU customers when it is available, i.e., not being used by NCCU's team for play or practice.

Attachment: Interlocal Agreement