

**TOWN OF TRYON
BOARD OF COMMISSIONERS
JOINT MEETING WITH HARMON FIELD BOARD OF SUPERVISORS
FEBRUARY 19, 2019 6:00 P.M.
TRYON TOWN HALL – MCCOWN ROOM**

Present: Mayor J. Alan Peoples Mayor Pro Tem Bill Ingham
Commissioners: Crys Armbrust, Bill Crowell, Chrelle Booker
Staff Present: Town Manager Zach Ollis, Town Clerk Susan Bell, Town Attorney William Morgan

HARMON FIELD BOARD

Present: Benny Smith, Chairman
Members: Rick Covil, Lindy Buss, Carolyn West, Steve Nelon
Secretary: Meg Rogers
Staff Present: Travis Aldred

CALL TO ORDER

Mayor Peoples called the Board of Commissioners to order. Chairman Smith called the Harmon Field Board of Supervisors meeting to order.

Mayor Peoples stated the purpose of the meeting is to discuss the 2003 Agreement for Administrative Services that needs to be updated.

Attorney Morgan stated the Agreement expired in 2004 and seems if it was never re-uped. He used the 2003 agreement as a template and updated. He will attempt to go through the new one while pointing out any differences in the 2003 agreement. There wasn't anything wrong without having a contract. It's just better to have one, as they recognized back in 2003.

On page 1, it references the old agreement. He felt some background was needed to set the stage for what we are about now. The first one deals with the Harmon Field Board of Supervisors. Then list the Town of Tryon as the owner of Harmon Field. It references the state law in 1947, recognizing the tax district. Smith brought to his attention it was 1949. Morgan stated 1949 is correct. Paragraph 5 references the 2003 contract, which ran for a year. It obviously has expired, but both parties seem to follow the terms of the agreement.

The term of the agreement will be perpetual until cancelled by either party or the General Assembly. He suggested adding a statement such as, cancelled with a sixty to ninety day notice from either party.

The first five things are directly from the previous agreement A-E. Beginning with F he has included what the town does and includes a catchall at the end.

Smith referenced item E. Travis takes the reservations, but he doesn't collect the money. Travis stated he takes the reservation and tells them to come by Town Hall to pay and then Town Hall gives him the application showing fees have been paid. Morgan can change that.

AGREEMENT FOR ADMINISTRATIVE SERVICES

THIS AGREEMENT is made and entered into this the _____ of _____ 2019, by and between the Harmon Field Board of Supervisors, an entity organized and existing pursuant to a Local Act enacted by the North Carolina General Assembly, enacted as Chapter 685 of the 1995 Session Laws (hereinafter "HFBS"), and the Town of Tryon, a municipal corporation and body politic of the State of North Carolina (hereinafter "the Town").

WHEREAS, the HFBS was created by the General Assembly of North Carolina for the purposes of administration of Harmon Field located in the Tryon Township, Town of Tryon, in Polk County North Carolina; and,

WHEREAS, Harmon Field is owned by the Town of Tryon and located within the Tryon City Limits; and,

WHEREAS, Harmon Field is funded primarily by levy of a special ad valorem property tax authorized by the North Carolina General Assembly enacted as Chapter 793 of the ~~1947~~ (1949) Session Laws whereby Polk County levies a yearly tax rate not to exceed ten cents in Tryon Township for the purpose of maintaining Harmon Field as a Community Recreation Ground; and,

WHEREAS, the HFBS and the Town entered into an Agreement For Administrative Services effective July 30, 2003 and running through June 30, 2004 whereby the Town provided certain services and administrative support for the HFBS' activities for the administration of Harmon Field; and,

WHEREAS, said Agreement expired by its terms on June 30, 2004 but the Town and HFBS continued and expanded the arrangement through the years without a written Agreement which arrangement continues to this day; and,

WHEREAS, the parties hereto wish to enter a written agreement which contains their mutual understandings of the services provided by the Town and

the nature of their respective duties, obligations and rights going forward;

NOW, THEREFORE, HFBS and the Town, for good and valuable consideration the sufficiency of which is hereby acknowledged, agree as follows:

1. Term of Agreement. This Agreement shall be for an indefinite duration unless and until terminated by one or both parties or by Act of the General Assembly of North Carolina, commencing upon the execution hereof.

2. Administrative and Support Services. Town shall perform the following administrative services for HFBS:

- a. Administer HFBS 's operating funds and capital reserve funds in accounts in the name of Town held separate and apart from other Town funds for the exclusive use for the maintenance and administration of Harmon Field;
- b. Maintain ledgers for HFBS' s operating funds and capital reserve funds reflecting the income and expenses of each;
- c. Provide to HFBS monthly reports of HFBS's financial condition, income and expenses;
- d. Assist HFBS in the preparation of HFBS's annual budget and in the preparation of an annual audit if one is performed (auditor's fee will be HFBS's separate expense);
- e. Take reservations for the use of the facilities at Harmon Field and collect reservation fees;

Travis now takes reservations-Morgan will change this.

The following is what Mr. Morgan added based on conversations that he had had:

- f. Provide Staff support for HFBS' regular and special meetings;
Ollis stated Meg does the minutes for the board.
- g. Provide Town personnel for the purposes of maintaining Harmon Field, said personnel to at all times remain Town of Tryon employees under the control and supervision of the Town. HFBS shall pay funds to the Town of Tryon to cover all or a designated portion of said employees' salary and benefits as determined by the Tryon Board of Commissioners from time to time.

Ollis stated funds are pulled from county to cover the personnel. Smith asked how the board should handle the complaints that they receive. It's not fair to Travis for everyone to call him. The Board shouldn't micro-manage him. Morgan asked how it is currently handled. Smith stated they contact Zach or Travis. Ingham suggested going to Zach and let him go to Travis. Morgan agreed. HFBS all agreed.

- h. Assist HFBS with identifying, applying for and administering any available grants for the provision and improvement of recreational opportunities to the citizens of Tryon Township.
- i. Seek recommendations from HFBS as to any plans for capital improvements at Harmon Field that from time-to-time may be undertaken by the Town as Owner of the property. As one of HFBS' primary functions is to "See that Harmon Field and its facilities are well-maintained," to the extent a new facility is beyond the HFBS' means to manage and maintain, the Town shall make arrangements for said management and maintenance.

Morgan stated if the Town should desire to build something or make capital infrastructure improvements it would seek recommendations from HFBS. You are charged with maintenance.

Zach stated if the HFBS couldn't afford to maintain or upkeep an idea the Board of Commissioners had, then they would need to discuss.

- j. Assist in compliance with the Open Meetings Law and Public Records Laws, and other laws applicable to public agencies.

Morgan stated this happens whether it is in there or not.

- k. Assist in drafting contracts and other legal documents as needed.

Morgan stated the town helps with this.

- l. Provide additional service and support that the parties mutually agree is necessary and expedient to the proper and efficient maintenance and operation of Harmon Field.

Morgan stated this is his catchall if there were unforeseen things that we might not foresee at this time.

3. Administrative Fee. As consideration for the services rendered by Town hereunder, HFBS shall pay to Town a fee of _____ thousand dollars (\$_____.00) payable in monthly installments of _____ (\$00).

Morgan stated the old agreement was for \$6,000. Not sure what the fee is now. Assumed it is still \$6,000. Zach will get that to them later. He wants the Harmon Field Board to take the agreement with them to discuss further if needed and approve at their next meeting. Budget calls for fee to be \$7,500. Mayor Peoples stated it needs to be decided what is fair to all. Morgan stated Zach will come up with that figure and let them know.

Morgan stated the rest is all boiler plate. The law is governed by the State of N. C. Should there be any civil action or legal proceedings that might arise it shall be brought in to Superior Court of Polk County.

- 4. Governing Law; Venue. The execution, interpretation and performance of this

Agreement shall in all respects be controlled and governed by the laws of the State of North Carolina. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the Superior Court of Polk County. Each party consents to the sole and proper jurisdiction of such court in any such civil action or legal proceeding

5. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

Morgan stated this is the entire agreement. It's standard clause in all contracts.

6. Authority. The parties represent that they have the authority to enter into this Agreement, and that the same shall be governed by the laws of the State of North Carolina with respect to the validity, performance, and enforcement of this Agreement.

Morgan stated most of this was pulled from the old agreement. It's almost word for word. The agreement can be amended and signed by both parties. He tried to go from the 2003 and added what he understood was happening on a day to day basis. He tried to keep it simple.

Mayor Peoples asked if there were any questions.

Commissioner Ingham asked about the entrance (road) to the tennis courts. Who is responsible for it? He would like to see it repaired. Ollis stated he would look at the deed to see who is responsible.

Smith stated since he is appointed by the Polk County Board of Commissioners, he feels he should run this by the County Attorney. Ingham stated we need to work together. Morgan stated he had talked with the County Attorney and she was on board and felt something needed to be done.

Morgan will make some revisions sometime this week and send back to Zach to forward to you.

Covil asked about a work order form for them to get to Zach when they have things that need to be fixed. Ollis will get something printed for them.

Smith asked if there was anything else from the Harmon Field Board. Being none he entertained a motion to adjourn. Covil so moved. Nelson seconded. The motion carried unanimously.

Mayor Peoples asked if there was anything else from the Board of

**Commissioners. Being none he entertained a motion to adjourn.
Commissioner Ingham so moved. The motion carried unanimously.**

Attest:

Susan B. Bell, Town Clerk

J. Alan Peoples, Mayor

Attest:

Carolyn West, Secretary

Benny Smith, Chairman