

**Centre Region Council of Governments**  
**AD HOC REGIONAL PARK COMMITTEE**  
*A Joint Meeting of the*  
*Centre Regional Recreation Authority*  
*& the*  
*COG Ad Hoc Regional Park Committee*

**APPROVED Meeting Summary from Thursday, February 19, 2009**  
held in the COG Forum Room

Mr. Klees called the February 19, 2009, Jt. meeting of the Ad Hoc Regional Park Committee and the CRRA to order with the following individuals in attendance:

**Ad Hoc Regional Park Committee:** (5 of 6): Messrs. Klees, Rosenberger, Mascolo, Luck , and Ms. Farkas for Mr. Warner

**CRRA/CRPR Board** (5 of 6): Ms. Mascolo, Mr. Hurley, Mr. Harpster, Ms. Matason, Ms. Conway  
Others: Mr. Brumbaugh, College Twp. Manager Mr. Kurtz, Assistant Borough Manager  
Mr. Erickson, Patton Township Manager Mr. Kunkle, Ferguson Township  
Mr. Steff, COG Executive Director Mr. Woodhead, CRPR/CRRA Director  
Mr. Jeff Hall, CRPR Recreation Supervisor Mr. T. Roth, CRPR Aquatics Supervisor  
Ms. Diane Ishler, CRPR Office Manager

**CITIZEN COMMENTS:** None

**APPROVAL OF MEETING SUMMARY**

The January 15, 2009 joint meeting summary was unanimously approved on a motion by Mr. Rosenberger and a second by Ms. Matason

**PARK FOREST POOL RENEWAL: STATUS REPORT (FINANCES).**

A Financial Report was included with the packet sent to the committee members. Mr. Woodhead reported that there is nothing new since that report but the Authority does think that everything is in good shape as far as the budget is concerned.

Ms. Mascolo chaired this portion of the meeting for CRRA to take action on the Welch Pool Renewal.

**WELCH POOL RENEWAL**

*Master Site Plan* - There is nothing new on the Master Site Plan. The Recreation Authority conditionally approved the Welch Pool Master Site Plan, pending a resolution of the final agreements with State College Area School District.

*Review Draft Agreements:*

A question was asked about the Architects and whether they are working on the plans to get ready for bid on the project. Mr. Woodhead said they are not under contract but they have been told to continue so the meter is running.

An Acting Solicitor, Ms. Betsy Dupuis, has been retained to provide the draft agreements for the

Shared Parking & Access Agreement and the Shared Use of the Bathhouse Agreement with the State College Area School District. The CRRA solicitor and the SCASD solicitor are from the same law firm. Mr. Steff took the initiative to obtain a new attorney and Mr. Williams, CRRA Solicitor previously working with the Welch pool leases, did not have a problem with that. The drafts are to be reviewed so they can be presented to the SCASD for consideration and action.

*1. Shared Parking & Access Agreement -*

Mr. Mascolo asked if the Principles of Agreement were included in these draft agreements and they are. He also suggested that number 9 be eliminated from the parking agreement; the term of the bathhouse be reduced to one year and renegotiated each year; and that someone must review the area to make sure there is no damage. Mr. Woodhead added that adding the two doors is not as easy as it sounds. When you add the doors, you lose space for benches and must arrange the interior to minimize the views. The staff would like more flexibility as to the use of the facility by the school district, maybe a year to year basis.

Mr. Luck indicated that if there is a possibility that the Authority might want to withdraw from this agreement sometime in the future, than it should be year to year. He also stated that we should be up-front with the school district so it is clear that there may be a time when the answer to renewal will be no. Mr. Rosenberger agreed with Mr. Luck's suggestion but he also wants to note that he thinks it is a good thing for the two entities to participate in a sharing opportunity.

Mr. Hurley asked if the staff's understanding was that the Bathhouse Agreement was agreed upon in hopes that some concessions would be made on the parking agreement? Mr. Klees related that it was an early, unexpected request by the school district and the committee had hoped that it would receive some considerations in the Parking Agreement discussions. But, instead of receiving more of what we wanted in parking, we have received less. Mr. Hurley then asked why the staff couldn't just determine when the school district could use the facility without an agreement. Mr. Woodhead answered that this is the only indoor facility we have, unlike the outside facilities that the school district uses by reservation. A discussion followed as to whether an agreement was necessary or whether staff should just be able to say when they could use the Bathhouse. The discussion turned to costs for the building structure alterations and for the operating costs as the school district uses the facility. Staff told the committee that a fee would be associated with the school district use of the facilities.

*Changes to the draft Parking Agreement:*

- 1) Delete #9 that informs about the Bathhouse Agreement
- 2) Mr. Klees suggested:
  - a) on page 1, under Recitals, line 8, modify pool land lease agreement from January 1, 2007 to give full 25 years plus 10 (2010 - 2035 plus renewable 10 years). Mr. Kurtz indicated that you cannot change it under Recitals because Recitals is a statement of fact, but can be put in as a provision. Mr. Kunka suggested that it could be put in Paragraph 8 as a provision. Mr. Woodhead indicated that a reference of the change could be put in the Recitals.
  - b) Under #3, Permanent Shared Parking, 11 line should be changed from "(106) parking spaces as approved" to "(106) parking spaces and be approved".
  - c) Under #5 "curb and sidewalk" should be added after "as well as (insert) pavement repairs."
  - d) Also add a paragraph saying where the notices of termination should go. Use the address 2643 Gateway Drive for the Authority and also need an address for the school district.
  - e) Under #1, include a time frame for the school district to approve the New Parking Facilities designs. Thirty days was suggested.
- 3) Mr. Luck suggested that any place that the agreement talks about where the parking #4 (an example) is located should insert "any intervening land between parking and pool."

Mr. Rosenberger suggested that we increase the renewal of the land lease and parking agreement. Although it may be an issue that we would want to address, it was determined that it would not be addressed at this time. Mr. Rosenberger withdrew the suggestion.

Mr. Woodhead related that another draft will be sent to the Authority with the changes. Mr. Hurley moved that the Authority approve the draft parking agreement as amended. Ms. Conway seconded. All in favor.

*Changes to the draft Bathhouse Agreement:*

- 1 & 2 ) Ms. Mascolo clarified that the agreement should be changed to year to year with a yearly reevaluation. Mr. Luck did offer to make this modification with expectation that it would help with the parking negotiation. Because the school district did not respond favorably and there would be costs of maintaining the facilities with this use, he thinks maybe we should back out of this agreement. Mr. Roth and Mr. Woodhead reminded the committees that fees will be charged to recover the costs. So everyone agreed to go forward with this discussion.  
Mr. Klees shared that he attended the school planning meeting and that there isn't anyone who knows what is going to happen to the school project. It could be at some time that citizens would be coming to us saying we should take over the south building if the school would decide to sell it. So, he indicated it would be good to put in the doors.  
Mr. Luck asked why we had to have an agreement instead of just a permit like the parks? Mr. Woodhead indicated that it has to do with insurance and the fact that it is an indoor facility.
  - 3) Mr. Woodhead checking to see that the wording says we have control over when the school district can use it.
  - 4) Mr. Mascolo suggested that a before and after season inspection be added.
  - 5) Mr. Mascolo suggested that it state we can close for weather-related situations
- Mr. Hurley moved that the Authority approve the Bathhouse Agreement as amended by the five changes. Ms. Matason seconded. All in favor.  
Mr. Woodhead indicated that the school board will not be able to meet until after spring break. He will send changes to Betsy Dupuis, Acting Solicitor.

Mr. Klees resumed chairing the meeting:

### **THE HESS SOFTBALL FIELD COMPLEX**

Ms. Farkas reported that she has been working with the property owner and they are interested in working with the township to keep it in softball. The property owner is working on a lease with Mr. Dreibelbis for 2010; there is a signed agreement for 2009.

### **OAK HALL MASTER SITE PLAN**

Mr. Woodhead reported that Mr. Pashek is finalizing the design and will bring the plan to the Park Planning meeting on Thursday, April 2, 12:15 PM at the COG Forum Room. If this is approved, a public meeting will be scheduled for later in April and then the COG General Forum would have to approve the plan.

Mr. Rosenberger verified that the Phase I cost numbers being presented at that meeting would be estimates and not the bid numbers. After a discussion of the miscellaneous items proposed for the Oak Hall Parklands, the question was asked as to how many miscellaneous items would be voted on at the April 2 meeting. Mr. Mascolo asked how much a bubble would cost to erect at Oak Hall. Mr. Klees emphasized that the tennis advocates want six covered courts. He would like to know how many active community funded indoor tennis facilities have been created and maintained in Pennsylvania. Maybe

Pashek could tell us if there are any municipally owned and operated indoor tennis facilities in Pennsylvania. The present ordinances do not allow private tennis lessons at the municipal park courts unless a permit has been issued by Parks & Recreation. Mr. Woodhead related that this isn't something that should be considered for Oak Hall. It should be considered maybe for Whitehall Road. Mr. Luck agreed with the cost benefits but he is also someone who would like to see an indoor facility. He doesn't understand how a pool that can only be used three months of the year is different than an indoor facility that could be used year around. Mr. Rosenberger agrees that an indoor facility is maybe necessary but not at Oak Hall and not at Whitehall Rd. How about another facility that is vacant (Hills, Circuit City)?

### **WHITEHALL ROAD PARKLAND MASTER SITE PLAN**

Mr. Woodhead reported that he submitted four requests for partial grant reimbursement to DCNR. Also, he sent a draft of the RFP for Whitehall Road project with the Whitehall request. Two issues have surfaced that need action:

1) how or should we include the 25 acre plot that is beside Whitehall Road Parkland. It could not be part of the grant and would have to be separate but maybe could have as an alternate. Mr. Woodhead wants to make sure everyone understands when the expenditure is received. Mr. Steff asked Ferguson Township representatives if they had a problem with Mr. Woodhead including the 25 acre plot as an alternate since if purchased it would be Ferguson Township property. Mr. Mascolo said he didn't have any problem with it.

2) Mr. Woodhead received a call from Penn Dot, who is working on improvements to the corner of Blue Course Drive and Whitehall Road, telling us that we need to have a traffic study done. Mr. Klees ask if they couldn't take the semantics to determine traffic. Mr. Woodhead said Penn Dot suggested that Mr. Woodhead work with Mr. Zilla because it may be a trip generation would be needed instead of a traffic study. Mr. Kurtz suggested working with the Borough engineers. Mr. Klees indicated he did not think it needed to be part of the RFP; the committee agreed.

### **THE 2010 BUDGET PROCESS FOR THE REGIONAL PARKS FUND**

Mr. Klees ask Mr. Woodhead to include this on the Agenda. He suggests that the committee needs to start thinking about the funding and how the regional parks are going to be funded going ahead. A discussion then followed about pay as you go or having a bond and how that effects grant moneys. Mr. Luck related that there are two issues; one is to agree to a formula and the other is to determine, down the road, what we want to support in terms of park construction.

Mr. Woodhead related that the grant application deadline is April 22. He asked should we apply for a grant or sit this one out. Mr. Rosenberger asked what we lose if we don't apply? Mr. Woodhead said that it might be \$200,000 but the state doesn't know if there is any money available. Mr. Woodhead suggested that we have enough projects right now that it would be good to skip this grant period. A discussion followed again about the ramifications of not applying. Ms. Farkas said that DCNR wants the money spent; not applying and just holding onto the money. After more discussion, the committee decided an grant application should be sent.

Mr. Woodhead will apply for Phase I of Whitehall Road regional park.

### **ADJOURNMENT**

There may not be a March meeting of the Ad Hoc Regional Park Committee (COG Parks Capital Committee). The meeting adjourned at 1:37 PM.

Respectfully submitted by Diane Ishler, CRPR Office Manager

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