

Centre Region Council of Governments
COG PARKS CAPITAL COMMITTEE
Draft Meeting Summary from Thursday, December 17, 2009
held in the COG Forum Room

Mr. Klees called the December 17, 2009, meeting of the COG Parks Capital Committee to order at 12:15 PM with the following individuals in attendance:

Parks Capital Committee (5 of 6): Messrs. Klees, Mascolo, Warner, Luck, Rosenberger.

Others (16):

Mr. Bud Graham, Harris Township

Mr. Roy Harpster, CRRA

Mr. Doug Erickson, Patton Township

Mr. Thomas Kurtz, State College Borough

Ms. Kathy Ulincy, COG Finance Director

Mr. Greg Roth, CRPR Parks Supervisor

Mr. Ronald Woodhead, CRPR/CRRA Director

Mr. Paul Rittenhouse, Harris Twp. (Incoming)

Ms. Sue Mascolo, CRRA

Ms. Amy Farkas, Harris Township

Mr. Adam Brumbaugh, College Township

Mr. Mark Kunkle, Ferguson Township

Mr. James Steff, COG Executive Director

Mr. Jeff Hall, CRPR Recreation Supervisor

Ms. Diane Ishler, CRPR Office Manager

Mr. Rick Tetzlaff, SC Area Softball Assn.

CITIZEN COMMENTS: None

APPROVAL OF MEETING SUMMARY

The November 19, 2009 meeting summary was unanimously approved on a motion by Mr. Warner and a second by Mr. Luck.

HESS SOFTBALL FIELD COMPLEX

Mr. Woodhead reminded everyone that the Committee had charged the staff to answer questions that were suggested by the General Forum (listed on the agenda) and make recommendations. Mr. Steff, Mr. Woodhead and the staff are trying to gather and assemble the information so that the committee has a basis to make a recommendation. Mr. Woodhead referred to Attachment 2 (The Hess Softball Field Proposal: December 2009 Update from Staff), focusing the discussion on the last part of the report with the staff vision for the complex. One option is that the complex be developed solely as a youth softball venue for 2011. Starting at that time, the site would be maintained and operated by CRPR staff and available for rent to groups, such as the SC Softball Association, to organize and host youth tournaments. In the future, the Adult leagues could be accommodated at new, regional park fields. This option would bypass some of the more expensive renovations but may also limit the revenue. He hopes that the committee would consider this option.

A. Meeting with Solicitor:

Mr. Steff and Mr. Woodhead met with the COG Solicitor Terry Williams. The ten recommendations / suggestions from that meeting included:

1. That the purchase be made by CRRA rather than COG, to better protect the municipalities.
2. The Solicitor did not see the need for additional appraisals.
3. With the facility evaluation performed and identified hazards, COG/CRRA must correct the identified hazards upon purchase.
4. Suggested seeking an Option to Purchase with the seller. Hopefully, the softball association could continue to operate the complex for 2010. The purchase and renovations could then occur and start in August 2010 so the complex would be ready for play in Spring 2011.

5. Noted the need for a property boundary survey. The sales agreement should provide for a price adjustment pending the exact area identified by that survey. Mr. Williams can work with the seller to refine the proposed agreement.
6. After reviewing the deed, he recommended that Title Insurance be purchased.
7. Liability Exposure & Insurance coverage (and meeting with Rod from Frost & Conn)
8. He could work with the seller's counsel to modify the proposed restrictions & related items in the Sales Agreement.
9. Suggested meeting with Galen about existing facilities & his continued involvement.
10. Suggested COG obtain from Harris Township a statement about the current zoning provision

Mr. Woodhead indicated that most of the above items were self-explanatory but he thought that #8 had the most value for the discussion and that a decision could be made. He requested that the committee authorize Solicitor Williams to work with the seller's counsel on the Sales Agreement and with Mr. Dreibelbis about the existing facilities so that we can get firm numbers for consideration.

Mr. Steff asked for the committee's initial reaction/position in relation to the recommendations as stated in the 10 items so the staff could prepare a draft report for action at the next meeting.

Mr. Klees was surprised that the solicitor indicated that a new appraisal was not needed. Mr. Aumiller's appraisal (2007) was for the value of the land only. Mr. Woodhead related that Mr. Williams proposed to work out the equipment and land values. Mr. Klees asked what "work out" meant. Mr. Woodhead related that Mr. Williams would finalize a proposal for municipal consideration, within the parameters set by the committee. Mr. Woodhead stated he thinks that the facilities and other costs could add a substantial amount to the purchase price. Also, Mr. Woodhead reported that Mr. Williams suggested that the committee offer an option to purchase in 2010, ask the SC Softball Association to operate the complex for 2010, ask Mr. Dreibelbis to accept an extended lease and then purchase the tract in August 2010. Mr. Mascolo suggested we spend \$1,200 (per the various quotes obtained) and obtain an appraisal that breaks down the land and equipment.

B. Appraisal Status:

Mr. Luck asked about whether the committee wanted to have a new appraisal. A discussion followed with the committee opting for an appraisal that would give a separate value of land and one for the facilities. Mr. Luck moved to authorize an appraisal of the land and equipment from the lowest quotation (Mr. C. Aumiller). Mr. Rosenberger seconded. More discussion followed regarding the ownership of the umpire building and other facilities, and whether the appraisal would indicate what had to be demolished. The motion was unanimously approved.

C. Phone Discussion with Mr. Rod Fletcher, Frost & Conn Insurance

Mr. Steff reported on a telephone conversation he had with the COG Insurance Agent, Rod Fletcher, concerning the affect the purchase and operation of the Hess Softball Field Complex would have on the premium payments. Mr. Fletcher related that the premium is based on the budget and not on the facilities, so the purchase of the complex would not produce a significant increase in premiums. In addition, the current COG Liability limit of \$1 million plus a \$5 million umbrella would be adequate if the complex was purchased. Because COG knows about the hazardous conditions at Hess Field, those hazards should be corrected upon ownership. To the insurance company, it does not matter which body purchases the site since the Library, COG and CRPR are all covered under the same policy. Mr. Harpster reported that if only ASA-member teams play at the complex, the ASA also provides \$3 million of liability coverage.

Mr. Steff talked about the phasing of improvements. Both Mr. Fletcher and Mr. Williams stated that since the COG has knowledge of the high hazards, they have to be addressed before anyone plays there (when under municipal ownership).

Mr. Rosenberger asked if the option to buy would have any affect on the COG liability. The answer was the owners would still own and be liable for what happened; the COG would not have any liability. Mr. Mascolo asked if the Hess family had been notified of the possible option to purchase? Both Mr. Steff and Mr. Woodhead replied that the family had not been notified or contacted about this possibility since Mr. Steff and Mr. Woodhead wanted to check with the committee first. A discussion followed about the possibilities of an option to buy and what happens under an option. Mr. Klees did not think everything could be done by the deadline and still have softball at Hess this summer. Mr. Luck wondered if there was something that could be done to have things move faster. Mr. Tetzlaff stated that, in his opinion, the high, protective netting suggested along some of the fields would protect visitors from most of the hazards - which would reduce the need for many of the other renovations. More discussion followed. Mr. Klees related that in the next four months the development costs should be available for all the regional parks and then some decisions can be made. He is concerned that developing three regional parks might not be possible when at least two of the five participating municipalities seem unwilling to increase their contributions.

D. Phone Discussion with Mr. Dreibelbis

Mr. Steff reported on the telephone conversation with Mr. Dreibelbis concerning the facilities/equipment located on complex. Mr. Dreibelbis has personally worked on or funded all facilities except the Umpire Building. He regards the facilities as his property and not part of the land, and he proposes that if the appraisal of those facilities is \$100,000 or more, he will donate the facilities to the COG. If the facilities are appraised at less than \$100,000, he would like the difference paid to him (example: if valued at \$75,000, he would like \$25,000). There has not been much maintenance on the facilities. Of course the question is, "Of value to whom?" It was noted that, in the draft Sales Agreement, the family would like the facility to be renamed "John Hess Softball Complex" - while the sign along Rt. 45 indicates "The Dreibelbis Complex." Mr. Steff indicated he has not spoken to Mr. Dreibelbis about extending his lease through the 2010 season. Discussion followed that if an agreement could not be reached about the value of the facilities, a request could be made to remove the improvements / facilities.

Mr. Brumbaugh asked about Mr. Dreibelbis's involvement in this complex sale; is one separate from the other? They are separate; the (now expired) Lease Agreement between the Hess Family and Mr. Dreibelbis states they are separate and if the land were sold the facilities would have to be removed. Mr. Rosenberger asked if an Agreement of Sale with a closing date in August 2010 would work? That way the softball games could occur in 2010 and any liability for COG would not develop until closing. Mr. Mascolo said he was in favor of that. Mr. Kurtz explained the difference between an Option to Purchase and a Sales Agreement. With a Sales Agreement, both parties are obligated; with an Option to Purchase, you may or may not purchase. Ms. Farkas indicated the family may be more comfortable with a Sales Agreement. Mr. Kurtz related that it depends on what the committee is willing to do; if they know for sure they are going to purchase, then a Sales Agreement would work; if they are not sure whether they are going to purchase, an option to purchase would be better. Ms. Farkas reminded everyone that the Committee has until March to purchase so that would give time for the Committee to decide and a General Forum meeting. A Sales Agreement with a down payment and an August closing would show the family that the COG will proceed with the purchase. The committee consensus was that if they could get everything together before March and have an August closing, that would be agreeable. All of this is contingent upon the information that comes back from the family, Mr. Dreibelbis, and the appraiser.

Mr. Steff reviewed what was expected of the staff: The Committee has given the staff authorization to obtain an appraisal, to ask Mr. Williams to talk to Mr. Dreibelbis to work out something reasonable, and then at the January Parks Capital Meeting, discuss an Option to Purchase and an Agreement of Sale.

E. Municipal Contributions for Regional Parks - No discussion.

F. Regional Park Maintenance & Operations

Mr. Woodhead clarified that municipal parks proposed for regional maintenance do not automatically get accepted into the CRPR maintenance system. Ms. Farkas asked for more clarification on this issue. Mr. Woodhead will forward copies of the background information to her.

G. Softball Field Use Comparison (2001 vs. 2009)

Mr. Woodhead referred to the comparison report of sportfield uses in 2001 and 2009 for both Hess Softball Field Complex and the CRPR fields, and a report of teams participating at Hess Field from 2005 through 2008 as well as the number of games held in the same time frame. A discussion followed about the size of the field for the Men's teams and for the youth teams. Mr. Luck related that the cost of improvements to the Complex to allow adult teams would probably not be offset by the revenue. The discussion continued with the possibility of setting Hess as a youth-only facility. Mr. Harpster indicated that with youth-only use, the fields would be used from mid-June to mid-August, and the facility would only be used for a short time unless Mr. Hall used it for other sports. The question was asked about reconfiguring the fields so there are not as many fields (to provide more safety between fields). It was mentioned that if the complex is acquired by COG and the renovating would begin in August, there needs to be a plan. These plans (not construction plans but rather a Master Site Plan) would allow the Committee to see what would be possible and the proposed costs (multi-year capital & operations).

Mr. Tetzlaff indicated that if the adults could not play at Hess field, the 35+ leagues would not play in the parks because there are no outfield fences (for home runs). The leagues form in January & February with the men starting to play from late-April through the early-August. He is concerned about not having a place for the "Hess Field Adult leagues" to play until the new regional park fields are developed.

Mr. Klees stated that we must have a clear plan for the General Forum or they will not be willing to approve the project. Could a plan for use as a Youth Complex and a plan to accommodate adult players be completed? Mr. Woodhead will work with Pashek Associates to develop a proposal. The Committee unanimously approved a motion by Mr. Mascolo that the Committee obtain an RFP from Pashek for a Master Site Plan for the complex; seconded by Mr. Warner.

REVIEW 2010 AGENDA ITEMS FOR THE COMMITTEE (Listed on agenda) No discussion.

ADJOURNMENT: Mr. Klees thanked Mr. Mascolo for his work on this committee as he will not be on the committee in 2010. The meeting was unanimously adjourned at 1:40 PM.

Respectfully submitted by Diane Ishler, CRPR Office Manager
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