

INFORMATION MEMORANDUM

TO: Board of Education

FROM: Randy Howard, Chief Legal Counsel

SUBJECT: Cal Ripken Foundation/Multi-Purpose Sports Complex

Summary

This is a Memorandum of Understanding (MOU) between Macon-Bibb Consolidated Government (Macon-Bibb) and Bibb County School District (BCSD). The MOU relates to the use of Henderson Stadium and improvements, the use of Ed DeFore Sports Complex (conveyance and sub-division of the land between the parties), and conveyance of the land on which Tom Fontaine Ballpark is located to the Board of Education for Bibb County (BOE).

Background

For several months now, representatives from Macon-Bibb and BCSD have been meeting along with George McCanless (UWCG), Jeff Battcher, and Bernard Snell (Tom Fontaine Ballpark) to discuss the construction of a multi-purpose sports complex at Matilda Hartley. The Cal Ripken Foundation along with Macon RBI has agreed to build a multi-purpose sports complex @ Matilda Hartley ES. Tom Fontaine Ballpark, commonly referred to as Macon Little League, is directly in front of the site where the multi-purpose sports complex is to be constructed. The ballpark is old and is in need of significant renovations. In building the sports complex, the Cal Ripken Foundation has agreed to make improvements to Tom Fontaine Ballpark. The total cost for this project will be somewhere in the neighborhood of \$1.5 million. Macon-Bibb has agreed to seek approval from its commission for \$750,000.00. The Cal Ripken Foundation will provide the additional \$750,000.00. There is no cost to the BOE in making a financial contribution to the construction of the multi-purpose sports complex and the improvements to Tom Fontaine Ballpark. The Cal Ripken Foundation is ready to proceed with the construction of the multi-purpose sports complex and the renovations to Tom Fontaine. The Cal Ripken Foundation is waiting on approval from Macon-Bibb and BCSD.

Macon-Bibb owns Henderson Stadium, Ed DeFore Sports Complex, and Tom Fontaine Ballpark. Macon-Bibb wants to convey Tom Fontaine Ballpark to the BOE. There will be being a direct benefit to the students and parents of Hartley ES from the construction of the sports complex and renovations to Tom Fontaine. During the school year, BCSD and its students will have the right of "first use" of the sports complex. As to Tom Fontaine, many of our students play baseball and softball at Tom Fontaine. This ballpark along with its committed staff has played an integral part in helping our young

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people demonstrate character, and the tutoring provided to the young people there at the ballpark is certainly educating and preparing our students for a 21st century global society.

The BSCD recommends to the BOE that authority be granted to the Superintendent to move forward with the conveyance and taking ownership of Tom Fontaine Ballpark.

As to Henderson Stadium, there is a significant amount of renovations that is needed. The BCSD recommends that BOE approves the continued use of the lease agreement with Macon-Bibb.

As to Ed DeFore Sports Complex, the BCSD recommends to the BOE that authority be granted to the Superintendent to move forward with the conveyance and the taking of ownership of the tract land on which the football stadium at the Ed DeFore Sports Complex is situated. Once conveyed, BCSD will be responsible for the maintenance, repairs, and all operation costs related to the stadium and all buildings thereon. Any and all other parcels of land adjacent to the stadium will remain under the ownership of Macon-Bibb or any other identified legal owner of this property.

Next Steps

That the Board of Education consider granting authority to the Superintendent negotiate with Macon-Bibb County on the following:

1. To transfer ownership of Tom Fontaine Ballpark to the BOE.
2. To continue to with the lease agreement to use Henderson Stadium and to modify the lease agreement, where necessary, to share equally in the cost of operations, maintenance, and all necessary repairs during the football season of each school year.
3. To transfer ownership of the tract of land at the Ed DeFore Complex on which the football stadium is situated to the BOE.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE PUBLIC BOARD OF EDUCATION FOR BIBB COUNTY AND MACON-BIBB COUNTY, GEORGIA RELATING TO THE USE AND OWNERSHIP OF HENDERSON STADIUM, ED DEFORE SPORTS COMPLEX, TOM FONTAINE BALLPARK, AND A NEW MULTI-PURPOSE SPORTS COMPLEX AT MATILDA HARTLEY ELEMENTARY SCHOOL

This **INTERGOVERNMENTAL AGREEMENT** (“**Agreement**”) is made and entered into by and between the **Public Board of Education for Bibb County** (“**Board of Education**”) and **Macon-Bibb County, Georgia** (“**County**”). This **Agreement** will become effective upon execution by the parties hereto.

WITNESSETH:

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public and educational purposes sought to be achieved, the Board of Education and County do hereby agree to this **Agreement** as follows:

(1) **Representations of the Macon-Bibb County:**

The County makes the following representations as related to the use of Henderson Stadium, Ed DeFore Sports Complex, Tom Fontaine Ballpark, and the construction of the multi-purpose sports complex at Matilda Hartley Elementary School:

- (a) County will maintain ownership of Henderson Stadium. County will continue to lease Henderson Stadium to the Board of Education for educational purposes. County acknowledges that significant improvements and repairs are necessary at Henderson Stadium. With the Board of Education being the primary user of the venue, the County and the Board of Education will amend the current lease agreement to address the costs of operation, maintenance, improvements, and renovations being shared by the Board of Education. The County will not undertake any repairs, improvements, or renovations to Henderson Stadium prior to notifying the Board of Education. The County will be solely responsible for any cost not covered in the lease agreement.
- (b) Upon approval by the Commission, the County will convey ownership and title of Tom Fontaine Ballpark located on Anthony Road, Macon, Bibb County, Georgia, to the Board of Education. The County will execute all documents necessary to transfer ownership and title to the Board of Education. Upon transfer of ownership and title, the maintenance and upkeep of the property will be the responsibility of the Board of Education.
- (c) The County recognizes the importance of economic growth and community development as a means of eradicating blight in Macon-Bibb County and has determined that enhanced recreational facilities serve as a catalyst for fueling economic growth and community development in blighted areas. The Cal Ripken Foundation has offered to construct a new multi-purpose sports complex at Matilda Hartley Elementary School. This multi-purpose

sports complex will serve a public purpose in providing a state of the art facility for the children and parents of Bibb County to enjoy athletic events and scheduled educational activities. In building the multi-purpose complex, the Cal Ripken Foundation is willing to make renovations to Tom Fontaine Ballpark. The cost of the multi-purpose sports complex and renovations to Tom Fontaine Ballpark is approximately \$1.5 million. The Cal Ripken Foundation is willing to contribute \$750,000.00. Upon approval by the Commission, the County will grant \$750,000.00 to the Board of Education to be used for the construction of the new multi-purpose sports complex. The County will not be responsible for maintenance and any operation costs associated with the multi-purpose sports complex. It is the understanding of the County that the students and parents of Bibb County School District will have the right of “first use” of the multi-purpose sports complex during the academic school year. The County further understands that the Board of Education will oversee the maintenance, upkeep, and operational costs on the sports complex. As to the use of the sports complex by the Cal Ripken Foundation and other interested parties, the Board of Education will be solely responsible for granting or denying facility use.

- (d) Upon approval by the Commission, the County will convey and transfer ownership of the football stadium and parking lots at Ed DeFore Sports Complex to the Board of Education upon receipt of fair and adequate consideration from the Board of Education for said conveyance of property, which amount shall be mutually agreed to by the parties hereto. The County agrees to utilize the funds received from the Board of Education for the costs of the improvements and renovations at Henderson Stadium, which improvements and renovations shall be mutually agreed to by the parties hereto. Any and all other parcels of land that are part of Ed DeFore Sports Complex will remain under the ownership of the County. The Board of Education will be solely responsible for maintenance, repairs and operational costs of the football stadium. The County will execute any and all documents necessary to transfer ownership and title to that tract of land which includes the football stadium and the adjoining parking lots. Upon the execution of this Agreement, the County will terminate the current lease with the Board of Education related to the use of Ed DeFore Sports Complex.

(2) **Representations by the Board of Education:**

The Board of Education makes the following representations as related to the use of Henderson Stadium, Ed DeFore Sports Complex, Tom Fontaine Ballpark, and the construction of the multi-purpose sports complex at Matilda Hartley Elementary School:

- (a) County will maintain ownership of Henderson Stadium. The Board of Education will continue to lease Henderson Stadium from the County. The Board of Education acknowledges that significant improvements and repairs are necessary at Henderson Stadium. With the Board of Education being the primary user of the venue, the Board of Education is willing to amend the current lease agreement to address the cost of operations, maintenance, improvements, and renovations being shared between the Board of Education and the County. The Board of Education County will not undertake any repairs,

improvements, or renovations to Henderson Stadium prior to notifying the County. The County will be solely responsible for any cost not covered in the lease agreement.

- (b) Upon approval by the Board of Education, the Board of Education will accept ownership and title of Tom Fontaine Ballpark located on Anthony Road, Macon, Bibb County, Georgia. The Board of Education will execute all documents necessary to transfer ownership and title to the Board of Education. Upon transfer of ownership and title, the maintenance and upkeep of the property will be the responsibility of the Board of Education.
- (c) The County and Board of Education have been presented an opportunity to build a new multi-purpose sports complex here in Bibb County, Georgia. The Cal Ripken Foundation has offered to construct a multi-purpose sports complex at Matilda Hartley Elementary School. The Board of Education will be responsible for maintenance and any operation costs associated with the multi-purpose sports complex. The students and parents of Bibb County School District will have the right of “first use” of the multi-purpose sports complex during the academic school year. As to the use of the sports complex by the Cal Ripken Foundation during non-instructional time at Matilda Hartley Elementary School, the Board of Education grants the right of “first use”. As to use of the sports complex by others, the Board of Education is solely responsible for granting or denying facility use.
- (d) Upon approval by Board of Education, the Board of Education will accept the transfer of ownership and title to the football stadium and parking lots at Ed DeFore Sports Complex to the Board of Education. The Board of Education shall pay fair and adequate consideration to the County, which amount shall be mutually agreed to by the parties hereto prior to the conveyance. Any and all other parcels of land that are part of Ed DeFore Sports Complex will remain under the ownership of the County. The Board of Education will be solely responsible for maintenance, repairs and operational costs. The Board of Education, through the President or Superintendent, will execute any and all documents necessary to transfer ownership and title to that tract of land, which includes the football stadium and the adjoining parking lots, to the Board of Education. Upon the execution of this Agreement, the Board of Education will terminate its current lease with the County related to the use of Ed DeFore Sports Complex.

(3) **General Provisions:**

- (a) This Agreement may be amended or otherwise modified with a 30 day notice, and only by a written instrument executed by both the County and the Board of Education.
- (b) The County and Board of Education shall in good faith cooperate with each other in connection with their respective rights and obligations under this Agreement, including, but not limited to, performing any acts and executing any further documents that may be necessary to effectuate the purposes of or rights conferred under this Agreement.

- (c) All notices and requests under this Agreement shall be in writing and shall be sent to the following addresses:

BOARD

Bibb County School District
Attn: Curtis L. Jones
484 Mulberry Street
Macon, GA 31201

COUNTY

Macon-Bibb County, Georgia
Attn: Mayor Robert Reichert
700 Poplar Street
Macon, GA 31202-0247

- (d) This Agreement shall be construed in accordance with the laws of the State of Georgia. If any provision of this Agreement or application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- (e) This Agreement may be executed and acknowledged in counterpart originals and all such counterparts shall constitute one (1) Agreement. Signature pages may be detached from the counterpart originals and attached to a single copy of this Agreement to physically form one (1) document.
- (f) The term of this Agreement shall be for ten (10) years beginning _____, 2017.

IN WITNESS WHEREOF, this instrument has been executed as of the date first set forth above.

BOARD OF EDUCATION

Dr. Curtis Jones, Jr., Superintendent

Daryl Morton, President of the Public Board of Education for Bibb County

MACON-BIBB COUNTY, GEORGIA

Robert A. Reichert, Mayor

Attest: Janice S. Ross, Clerk of Commission