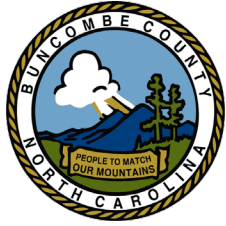


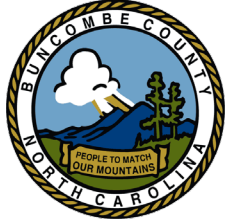
Enka Recreation Destination

Overview and Authorization to Proceed



Request

- **Request that the Board of County Commissioners approve the resolution authorizing the Chairman to:**
 - Execute the following agreements:
 - **TDA Grant Agreement Summary:** establishes reimbursable grant funding relationship between TDA and Buncombe County.
 - **EYSO Usage and Operating Agreement:** establishes operating guidelines and public use for ball fields to be improved.
 - **Greenway Operating and Easement Agreement:** establishes operating guidelines and Buncombe County's option to take possession of greenway parcels via easement, lease, or fee simple.
 - **Agreement between EYSO and Buncombe County whereby EYSO agrees to transfer:** establishes EYSO's intent to grant Buncombe County the option to take possession of greenway parcels via easement, lease, or fee simple.
 - **MUSCO Lighting Contracts:** two purchase agreements that establish specifications and costs associated with purchase and installation of ball field lighting at Bob Lewis and Buncombe County Sports Park.



Enka Recreation Destination - History

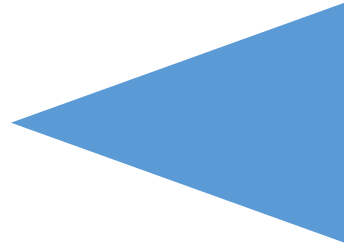
- On September 2, 2014, Fletcher Partners presented plans to the County for a proposed sports complex and a greenway on a portion of the old American Enka plant site.
- The Board of Commissioners agreed to make \$1.3M in funding available to Enka Youth Sports Organization (EYSO) upon certain stipulations.
- Since 2014, EYSO, ABYSA, Fletcher Partners, Enka Partners, TDA, Asheville Buncombe Regional Sports Commission and the County have worked together to further the sports complex and greenway projects.
- In July 2018, Bob Lewis Park held its grand opening and hosted nearly 50 women's softball teams from across the southeast.
- In October 2018, the TDA announced its award of grant funds for the Enka Recreation Destination Project.

ENKA RECREATION DESTINATION



BUNCOMBE COUNTY
RECREATION
SERVICES

**\$1.2 million
local
commitment**



**\$4.8
million
FHWA**



**\$6
million
TPDF**

**\$12 million
total leverage**

Buncombe County Sports Park

- 3 turf fields capable of hosting 11 v. 11 soccer games
- Lighting for turf fields
- 4,000 feet of linear natural surface trail for internal park circulation
- Handicap accessibility upfits
- Additional parking
- Challenge Course
- Yalp Court
- Sports agility course
- Picnic pavilion with restrooms and Wi-Fi capability
- Dog park
- Recreation-quality multisport field. The field will be large enough to host 11 v. 11 soccer

Enka Heritage Trail

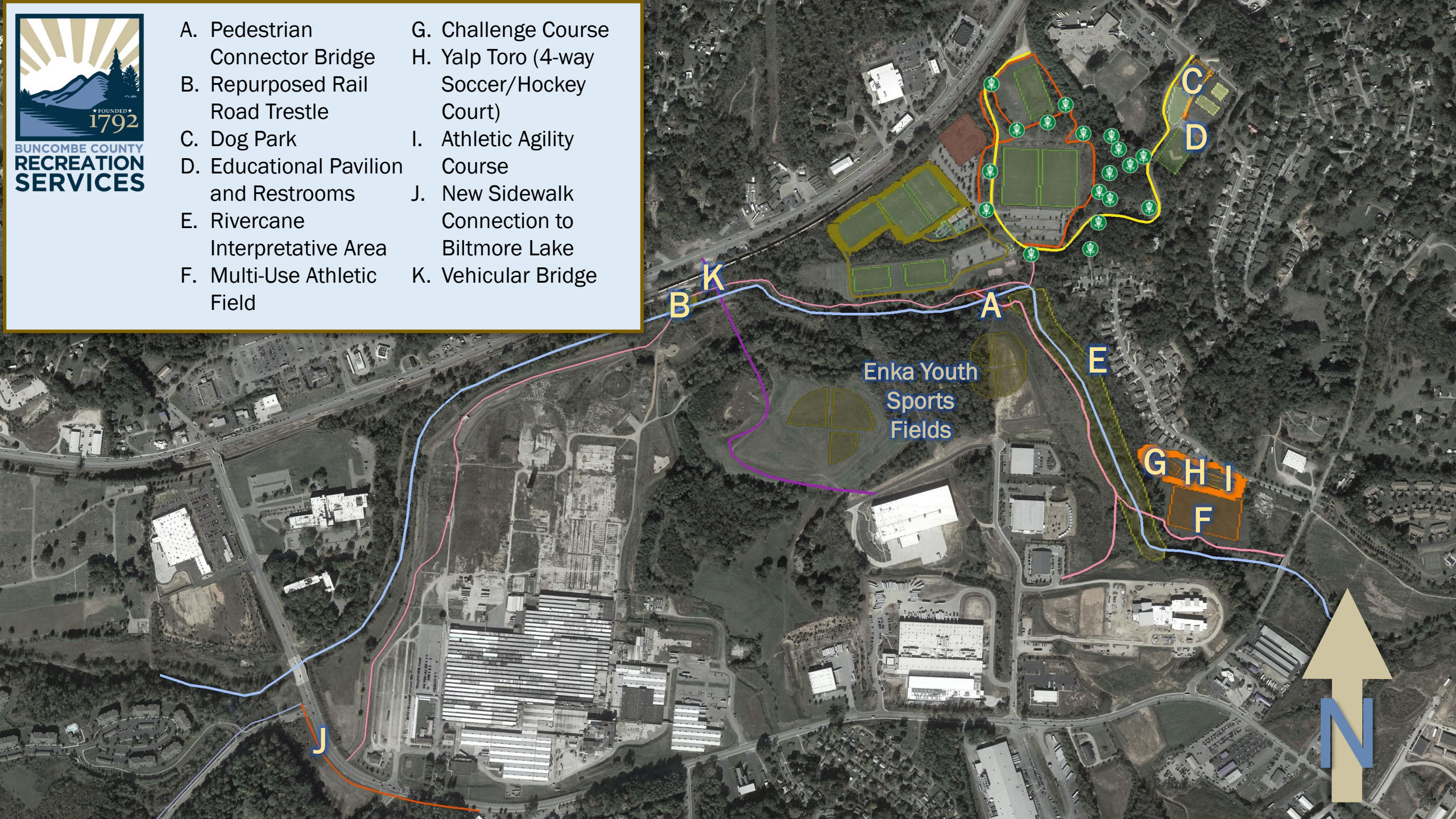
- 2 bridge crossings over Hominy Creek.
- 2 miles of greenway. This will be hard surface greenway - 10,000 square feet of sidewalk to provide neighborhood connectivity.

Bob Lewis Ballpark

- 7 lighting sets



- A. Pedestrian Connector Bridge
- B. Repurposed Rail Road Trestle
- C. Dog Park
- D. Educational Pavilion and Restrooms
- E. Rivercane Interpretative Area
- F. Multi-Use Athletic Field
- G. Challenge Course
- H. Yalp Toro (4-way Soccer/Hockey Court)
- I. Athletic Agility Course
- J. New Sidewalk Connection to Biltmore Lake
- K. Vehicular Bridge



Enka Youth Sports Fields

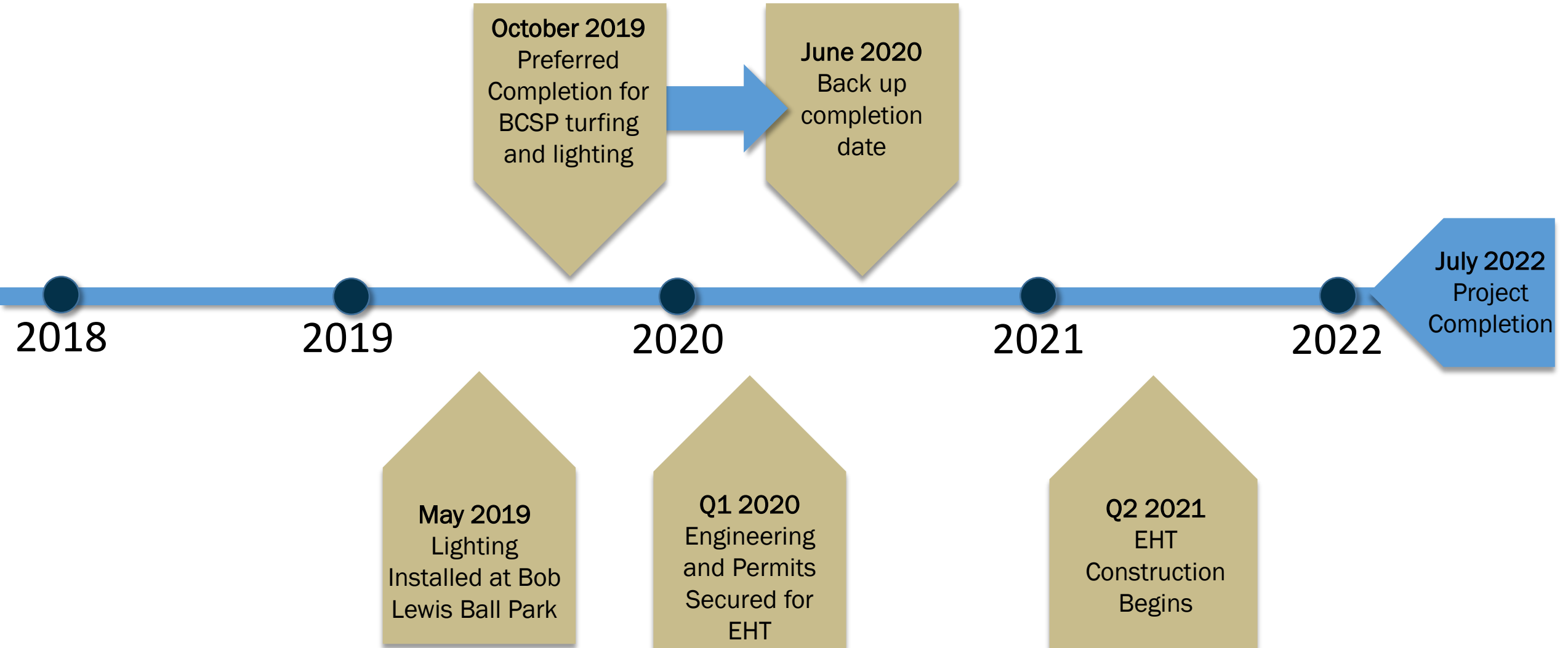


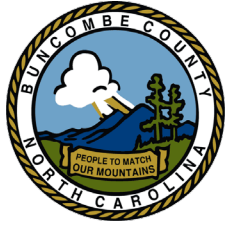
Project Timeline

(Based on current assumptions)

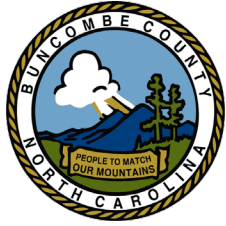


BUNCOMBE COUNTY
**RECREATION
SERVICES**





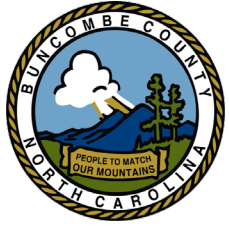
Overview of Agreements



Agreements for Approval

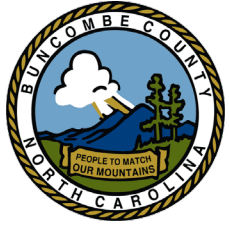
Agreement	Purpose	Estimated Value (if applicable)	Entities
TDA Grant Agreement Summary	Establishes reimbursable grant funding authority for the project	\$6M	<ul style="list-style-type: none"> • TDA • Buncombe County
EYSO Usage and Operating Agreement	Establishes operating guidelines and public use for ball fields that are improved using the TDA grant funds	N/A	<ul style="list-style-type: none"> • EYSO • Buncombe County
Greenway Easement Grant Agreement	Establishes operating guidelines and Buncombe County's option to take possession of greenway parcels via easement, lease, or fee simple.	N/A	<ul style="list-style-type: none"> • EYSO • Fletcher Partners • Enka Partners • Buncombe County
Agreement between EYSO and Buncombe County whereby EYSO agrees to transfer	Establishes EYSO's intent to grant Buncombe County the option to take possession of greenway parcels via easement, lease, or fee simple.	N/A	<ul style="list-style-type: none"> • EYSO • Buncombe County
Musco Lighting Agreement - Bob Lewis (PA190969)	Establishes specifications and costs associated with purchase and installation of ball field lighting for Bob Lewis Ball fields (PA190969).	\$1.3M	<ul style="list-style-type: none"> • Musco • Buncombe County
Musco Lighting Agreement – Sports Park (PA190869)	Establishes specifications and costs associated with purchase and installation of ball field lighting Buncombe County Sports Park (PA190869).	\$595K	<ul style="list-style-type: none"> • Musco • Buncombe County

*Note: Greenway Easement agreement is supported by additional agreements between EYSO and Fletcher Partners which convey all necessary parcels to EYSO who will subsequently provide easements to Buncombe County, at the County's option, by December 2020. This option is in place to allow for additional due diligence to be performed by a third-party engineer over the next 18 months.

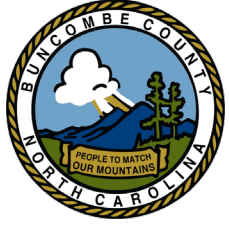


Recommendation

- Staff recommendation is to move forward with the Enka Recreation Destination Project by approving each of the agreements provided to the Board.
 - County staff from Departments, including Finance, Legal, Recreation Services and Economic Development, have worked closely with our external stakeholders to develop agreements to mitigate County financial and legal risk while delivering high quality recreation facilities.
- This project has been many years in the making and could not be possible without continued partnership between public, private and non-profit sectors.

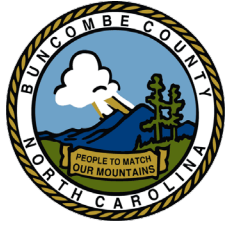


Consideration of Parking Lot Lighting at Bob Lewis Ballpark



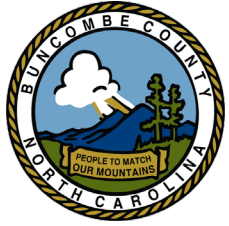
Request

- **Request that the Board of County Commissioners authorize the County Manager to:**
 - Authorize staff to examine funding methods and negotiate a lease for parking lot lighting up to \$16,000 per year.



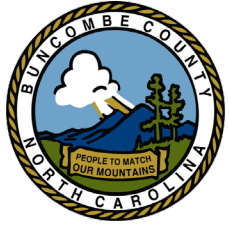
Bob Lewis Parking Lot Lighting

- In addition to the approval of Enka Recreation agreements, staff is requesting your **review and consideration of lighting for parking lots at Bob Lewis ballpark.**
- The purpose of this lighting is to **mitigate safety concerns for visitors to the ballpark that are attending evening games.**
- As you are aware, evening **lighting is a critical component** of the Enka Recreation Project and the **ability to recruit tournaments.**
- These costs were not captured in the original TDA grant application process, but nonetheless represent an important contribution to the overall usability and safety of the fields.



Lease v. Purchase

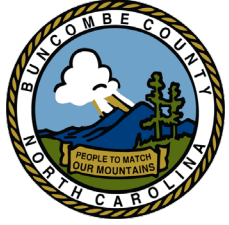
- County staff have undertaken initial efforts to estimate the costs of this parking lot lighting.
- A primary consideration for parking lot lighting is whether to purchase or lease lighting. Below are highlights regarding each option.
 - **Lease Option:** Lease options allow for lower up-front costs, but with the potential for higher long-term costs as lease payments accumulate overtime. This option makes sense for projects that are short-term in nature, or where out-of-pocket expense needs to be limited.
 - **Purchase Option:** Purchase options create higher up-front costs, but with potential for lower long-term costs after the “breakeven” point. This option makes sense for projects that will be in place for an extended period of time.



Estimated Lease Costs

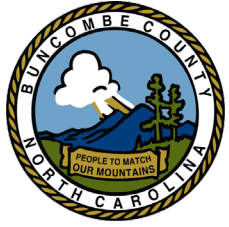
- These estimates are for illustrative purposes and are based on the County's existing leased lighting contracts (e.g., Sports Park, Owen Park).
- Staff have prepared three (3) scenarios to provide estimated costs. These scenarios may change based on negotiations with the vendors.

<i>Estimated Annual Cost</i>							
Option	2019	2020	2021	2022	2023	2024	2025
Lease (\$30.00/light)	\$12,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
Lease (\$25.00/light)	\$10,028.00	\$15,042.00	\$15,042.00	\$15,042.00	\$15,042.00	\$15,042.00	\$15,042.00
Lease (\$20.00/light)	\$8,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
Purchase	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Estimated Cumulative Cost</i>							
Option	2019	2020	2021	2022	2023	2024	2025
Lease (\$30.00/light)	\$12,000.00	\$30,000.00	\$48,000.00	\$66,000.00	\$84,000.00	\$102,000.00	\$120,000.00
Lease (\$25.00/light)	\$10,028.00	\$25,070.00	\$40,112.00	\$55,154.00	\$70,196.00	\$85,238.00	\$100,280.00
Lease (\$20.00/light)	\$8,000.00	\$20,000.00	\$32,000.00	\$44,000.00	\$56,000.00	\$68,000.00	\$80,000.00
Purchase	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00

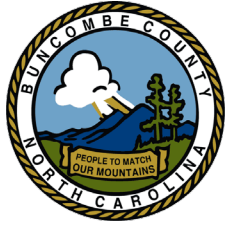


Recommendation

- Based on the initial research conducted, staff requests that the Board authorize the County Manager to approve a contract for leased lighting up to \$16,000 annually.
 - If staff are unable to negotiate a contract under this rate, staff will present an update to the Board at a regularly scheduled meeting.
 - Leased lighting will result in lower, initial out-of-pocket expense, and provide an interim lighting solution for the project.
 - During the lease, staff will continue to review the need for permanent lighting, as well as financing strategy.



Appendix



TDA Grant Agreement Summary

Agreement	Purpose	Estimated Value (if applicable)	Entities
TDA Grant Agreement Summary	Establishes reimbursable grant funding authority for the project	\$6M	<ul style="list-style-type: none"> • TDA • Buncombe County

Buncombe County Recreation Services
FINAL 02/14/2019

GRANT AGREEMENT SUMMARY

This is a summary of certain terms of the attached Grant Agreement and is incorporated into the Grant Agreement:

Grantor:
The Grantor is the Buncombe County Tourism Development Authority, a public authority.

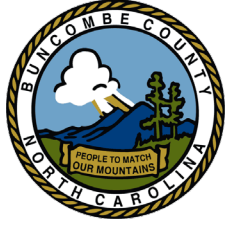
Grantee:
The Grantee is Buncombe County, a local government agency.
The Grantee's notice information for Section 6.09 of the Grant Agreement is:
Buncombe County Recreation Services 46 Valley Street, Asheville, NC 28801, Attn: Josh O'Conner.

Grant Amount:
The Grant Amount is the lesser of:
(a) six million and 00/100 Dollars (\$ 6,000,000.00); and
(b) one-half of the total Project cost (estimated in Exhibit B, to be updated as necessary).

Project:
The Project is the Enka Recreation Destination as more fully described in Exhibit B.

Project Property:
The Project Property address is 58 Apac Circle, Asheville, NC 28806.
The Grantee has the right to occupy the Project Property because the Grantee:
 Owns the Project Property.
 Leases the Project Property pursuant to the Lease between the Grantee and _____ dated _____.
 Other: _____.

Effective Date:
The Effective Date of the Grant Agreement is January 15, 2019.



Usage and Operating Agreement

Agreement	Purpose	Estimated Value (if applicable)	Entities
EYSO Usage and Operating Agreement	Establishes operating guidelines and public use for ball fields that are improved using the TDA grant funds	N/A	<ul style="list-style-type: none"> • EYSO • Buncombe County

USAGE AND OPERATING AGREEMENT BETWEEN THE COUNTY OF BUNCOMBE AND ENKA YOUTH SPORTS ORGANIZATION, INC.

THIS USAGE AND OPERATING AGREEMENT is made and entered into this ____ day of March, 2019 by and between the County of Buncombe, a body politic and corporate of the State of North Carolina (the "County") and the Enka Youth Sports Organization, a North Carolina non-profits corporation (herein sometimes EYSO").

WITNESSETH

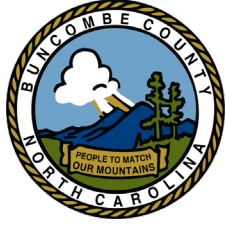
WHEREAS, on or about September 2, 2014, Fletcher Partners, Inc. presented, via part owner and board member Martin Lewis, plans to the County, acting by and through its duly elected Board of Commissioners, for a proposed sports complex and a greenway on a portion of the old American Enka plant site and the Board of Commissioners agreed to make \$1.3M in funding available to Enka Youth Sports Organization ("EYSO") upon the following stipulations:

- The sports park be open for recreation and/or public purpose and adequate public access;
- EYSO to receive the approximately 90 acre site donation from Fletcher Partners;
- EYSO to secure \$2.4M from TDA;
- EYSO to secure \$1M from private donors;
- EYSO commits to complete greenways as depicted in the 90 acre portion of Master Plan; and
- EYSO to provide docs of environmental due diligence.

WHEREAS, the TDA has made grants to EYSO, and EYSO has secured private funding; the County has distributed the \$1.3M to or for the benefit of EYSO; Fletcher Partners, and the other owner of the said 90 acre site, Enka Partners of Asheville, Inc., have conveyed almost 55 acres to EYSO; and considerable environmental due diligence has been conducted.

WHEREAS, no binding agreement has been entered into regarding public purpose and adequate public access.

WHEREAS, EYSO acquired title to approximately 54.82 acres of land located at the Enka Sports



Greenway Easement Grant Agreement

Agreement	Purpose	Estimated Value (if applicable)	Entities
Greenway Easement Grant Agreement	Establishes operating guidelines and Buncombe County's option to take possession of greenway parcels via easement, lease, or fee simple.	N/A	<ul style="list-style-type: none"> • EYSO • Fletcher Partners • Enka Partners • Buncombe County

**GREENWAY EASEMENT GRANT AGREEMENT BETWEEN THE COUNTY OF BUNCOMBE,
FLETCHER PARTNERS, INC.,
ENKA YOUTH SPORTS ORGANIZATION, INC., AND
ENKA PARTNERS OF ASHEVILLE, LLC**

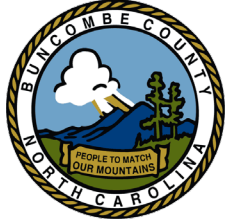
THIS GREENWAY EASEMENT GRANT AGREEMENT is made and entered into this ____ day of March, 2019 by and between the County of Buncombe, a body politic and corporate of the State of North Carolina (the "County"); Fletcher Partners, Inc., a North Carolina business corporation (herein sometimes "Fletcher Partners"); Enka Youth Sports Organization, a North Carolina non-profits corporation (herein sometimes "EYSO"); and Enka Partners of Asheville, LLC, North Carolina limited liability company (herein sometimes "Enka Partners").

WITNESSETH

WHEREAS, on or about September 2, 2014, Fletcher Partners, Inc. presented, via part owner and board member Martin Lewis, plans to the County, acting by and through its duly elected Board of Commissioners, for a proposed sports complex and a greenway on a portion of the old American Enka plant site and the Board of Commissioners agreed to make \$1.3M in funding available to Enka Youth Sports Organization ("EYSO") upon the following stipulations:

- The sports park be open for recreation and/or public purpose and adequate public access;
- EYSO to receive the approximately 90 acre site donation from Fletcher Partners;
- EYSO to secure \$2.4M from TDA;
- EYSO to secure \$1M from private donors;
- EYSO commits to complete greenways as depicted in the 90 acre portion of Master Plan; and
- EYSO to provide docs of environmental due diligence.

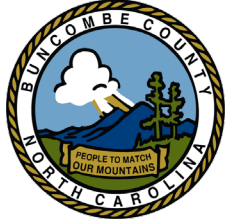
WHEREAS, County, Fletcher Partners, EYSO, and Enka Partners, LLC understand and agree that they [along with Enka Water Control Corporation] represent all of the owners of such tracts of land along Hominy Creek in the area of Enka Commerce Park where a draft Enka Heritage Trail diagrams [a copy of which is attached hereto and titled "Enka Heritage Trail" and sometimes referred to herein as "Exhibit A"] depict the course of the greenway (the "Property"). Said Property identified along the said Enka Heritage Trail diagrams are identified on the records of the Buncombe County Tax Office as PIN #: 9617-34-9076



Bob Lewis Ballpark - Musco Agreement

Agreement	Purpose	Estimated Value (if applicable)	Entities
Musco Lighting Agreement - Bob Lewis (PA190969)	Establishes specifications and costs associated with purchase and installation of ball field lighting for Bob Lewis Ball fields (PA190969).	\$1.3M	<ul style="list-style-type: none"> • Musco • Buncombe County

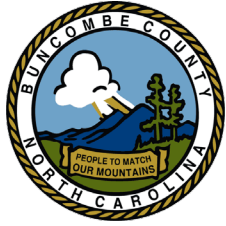
Purchase Agreement	
Date: February 26, 2019 Project Name: Bob Lewis Ballpark Project #: 193969	
<p>1. SELLER NAME AND ADDRESS: Musco Sports Lighting, LLC ("Musco") 100 1st Avenue West – PO Box 808 Oskaloosa, IA 52577 Attn: Amber Wittmer Email: amber.wittmer@musco.com Telephone: 641-673-0411 Fax: 800-825-6020 Ext 4136 800-374-6402</p>	<p>2. BUYER NAME AND ADDRESS: Buncombe County (the "Buyer") 205 College Street Asheville, NC 28801 Attn: Josh O'Conner Email: josh.oconner@buncombecounty.org Telephone: 828-250-4233</p>
<p>3. OWNER NAME AND ADDRESS: Buncombe County 205 College Street Asheville, NC 28801 Attn: Josh O'Conner Email: josh.oconner@buncombecounty.org Telephone: 828-250-4233</p>	<p>4. SHIPPING NAME AND ADDRESS: Bob Lewis Ballpark 164 Jacob Holm Way Candler, NC 28715 Attn: Eric Jedd Email: EJedd@mbhaynes.com Telephone: 828-254-6141</p>
<p>5. WARRANTY CONTACT: Buncombe County 205 College Street Asheville, NC 28801 Attn: Josh O'Conner Email: josh.oconner@buncombecounty.org Telephone: 828-250-4233</p>	<p>6. FACILITY NAME AND ADDRESS: Bob Lewis Ballpark 164 Jacob Holm Way Candler, NC 28715</p>
<p>7. EQUIPMENT DESCRIPTION – Musco shall sell, transfer and deliver to Buyer, and Buyer will purchase, accept and pay for the following goods (the "Equipment") in accordance with the "Total Price" paragraph of this Agreement. Musco's lighting system consisting of:</p> <p style="margin-left: 40px;">Light-Structure System™ Foundation-to-Poletop Lighting System</p> <ul style="list-style-type: none"> • 27 – pre-cast concrete bases • 27 – galvanized steel poles • 75 – Total Light Control™ TLC-LED-1500 factory-aimed and assembled luminaires 	



Buncombe County Sports Park - Musco Agreement

Agreement	Purpose	Estimated Value (if applicable)	Entities
Musco Lighting Agreement – Sports Park (PA190869)	Establishes specifications and costs associated with purchase and installation of ball field lighting Buncombe County Sports Park (PA190869).	\$595K	<ul style="list-style-type: none"> • Musco • Buncombe County

Purchase Agreement	
Date: February 26, 2019	Project Name: Buncombe County Sports Soccer
Project #: 190869	
1. SELLER NAME AND ADDRESS: Musco Sports Lighting, LLC ("Musco") 100 1 st Avenue West – PO Box 808 Oskaloosa, IA 52577 Attn: Amber Wittmer Email: amber.wittmer@musco.com Telephone: 641-673-0411 800-825-6020 Ext 4136 Fax: 800-374-6402	2. BUYER NAME AND ADDRESS: Buncombe County (the "Buyer") 205 College Street Asheville, NC 28801 Attn: Josh O'Conner Email: josh.oconner@buncombecounty.org Telephone: 828-250-4233
3. OWNER NAME AND ADDRESS: Buncombe County 205 College Street Asheville, NC 28801 Attn: Josh O'Conner Email: josh.oconner@buncombecounty.org Telephone: 828-250-4233	4. SHIPPING NAME AND ADDRESS: Buncombe County Sports Park 58 Apac Circle Asheville, NC 28806 Attn: Eric Jedd Email: EJedd@mbhaynes.com Telephone: 828-254-6141 Fax: 828-253-8136
5. WARRANTY CONTACT: Buncombe County 205 College Street Asheville, NC 28801 Attn: Josh O'Conner Email: josh.oconner@buncombecounty.org Telephone: 828-250-4233	6. FACILITY NAME AND ADDRESS: Buncombe County Sports Park 58 Apac Circle Asheville, NC 28806
7. EQUIPMENT DESCRIPTION – Musco shall sell, transfer and deliver to Buyer, and Buyer will purchase, accept and pay for the following goods (the "Equipment") in accordance with the "Total Price" paragraph of this Agreement. Musco's lighting system consisting of: <ul style="list-style-type: none"> • Light-Structure System™ Foundation-to-Poletop Lighting System <ul style="list-style-type: none"> • 10 – pre-cast concrete bases • 10 – galvanized steel poles • 84 – Total Light Control™ TLC-LED-1150 factory-aimed and assembled luminaires • 2 – OSQ Area luminaires with pole mounting brackets • Control-Link® control & monitoring system cabinet 	



Draft Agreement between EYSO and Buncombe County whereby EYSO agrees to transfer by deed, leasehold or easement, at the option of County

Agreement	Purpose	Estimated Value (if applicable)	Entities
Agreement between EYSO and Buncombe County whereby EYSO agrees to transfer	Establishes EYSO's intent to grant Buncombe County the option to take possession of greenway parcels via easement, lease, or fee simple.	N/A	<ul style="list-style-type: none"> EYSO Buncombe County

AGREEMENT

This Purchase Agreement (inclusive of any and all addenda attached hereto, the "Agreement") is made this ____ day of March, 2019, by and between the County of Buncombe, a body politic and corporate of the State of North Carolina (the "Buyer") and Enka Youth Sports Organization, Inc., a North Carolina non-profit corporation (the "Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "**Property**": Tract 1: Being known as an unimproved tract of 14.89+/- acres, and shown as Parcel C on Plat Book 118 at Page 147, Buncombe County, NC Registry, and which is assigned PIN 9617-44-7442-00000 by the Buncombe County Tax Office; and Tract 2: Being known as an unimproved tract of 30.09+/- acres, and being a portion of Parcel E on Plat Book 118 at Page 147, and which is assigned PIN 9617-83-0644-00000 by the Buncombe County Tax Office.

\$0.00 (b) "**Purchase Price**" shall mean the sum of Zero Dollars (\$0.00), payable on the following terms:

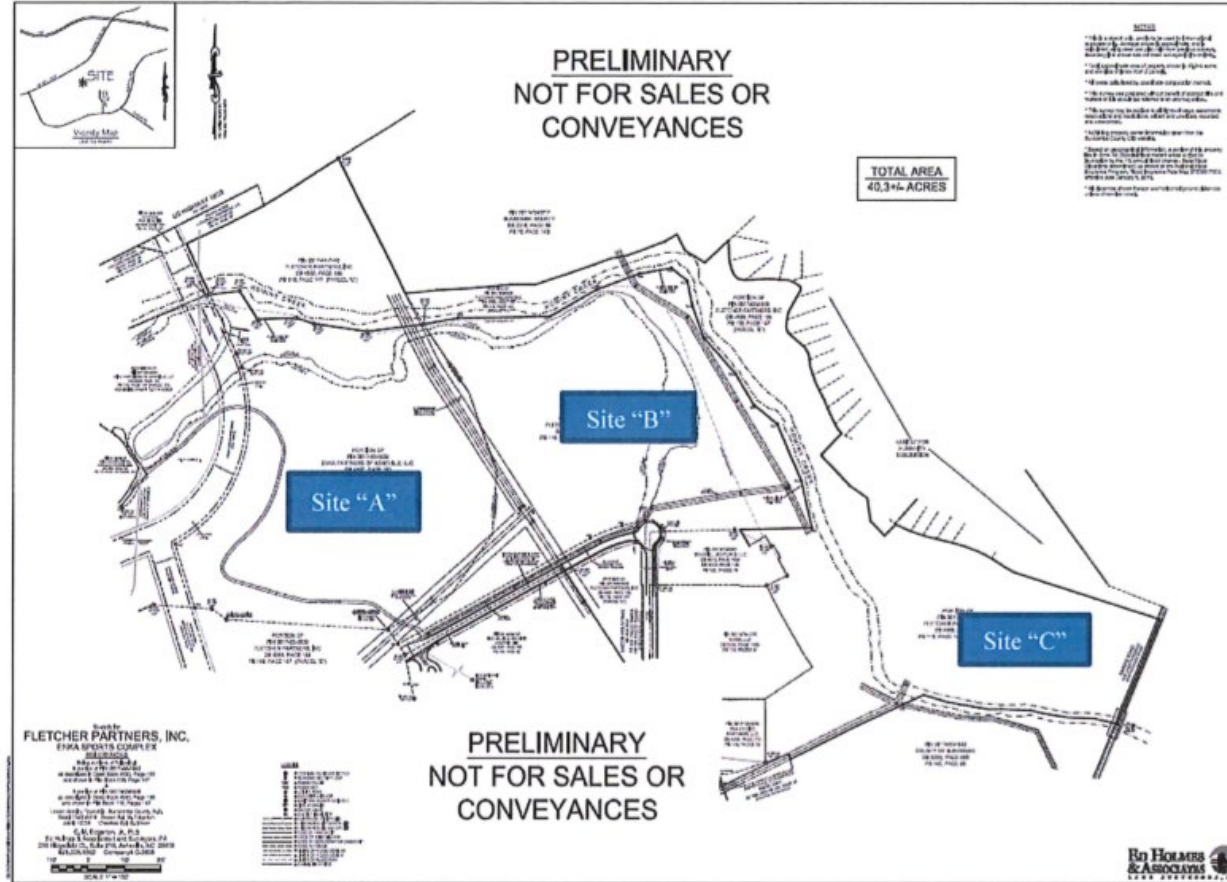
\$ _____ (i) "**Initial Earnest Money**" shall mean _____ Dollars.

\$ _____ (ii) "**Additional Earnest Money**" shall mean _____ Dollars.

Upon this Agreement becoming a contract, in accordance with Section 14, the Initial Earnest Money shall be promptly deposited in escrow with _____ (the "Escrow Agent"). Upon the expiration of the Examination Period, as defined below, without Buyer having terminated this Agreement, then the Additional Earnest Money shall be deposited with Escrow Agent by Buyer not later than the end of the Examination Period. The Initial Earnest Money and the Additional Earnest Money, collectively, as and when paid, constitutes the "Earnest Money" of this Agreement. All Earnest Money shall be retained in Escrow Agent's Trust Account, which Account does not bear interest.

Greenway Parcels

SURVEY OF ENTIRE 95.12 ACRES – INCLUDING EXCESS LAND FOR FUTURE DEVELOPMENT



Site No.	LOCATION	ACRES	TYPE LAND	USABLE LAND (AC)	COMMENT
A	Interior Parcel	26.91	Brownfield	Brownfield	Actual area contaminated is approx. 14 ac., but the entire brownfield is 26.19 ac.
B	Interior Parcel	27.91	Industrial	17.01	Not contaminated & buildings can be placed on site.
C	Sand Hill Rd.	40.30	100% Floodway	23.60	Flat land - usable for ballfields, etc. only - no buildings
Total Acres		95.12			However, a sporting field can be placed on the site.

The entire tract of 95.12 acres is being appraised as a single parcel. This larger parcel has been broken out into three sites for better analyses in our appraisal process.