



REQUEST FOR BOARD ACTION

ITEM NO. 9-

DATE OF MEETING: November 17, 2014

REQUESTED BY: Dee Turner, Parks and Recreation Supervisor

SHORT TITLE: Resolution Authorizing Amendment to August 16, 2004 Agreement between Hampstead Kiwanis Park, Inc. and Pender County

BACKGROUND: Hampstead Kiwanis Park, Inc. and Pender County entered into an Agreement on August 16, 2004 to develop a park facility for the citizens of Pender County. Over the past 10 years, through the direction of the Hampstead Kiwanis Park Board, Hampstead Kiwanis Park, Inc. has emerged as being the responsible party for generating revenue for the park by operating the concession stand and selling to signage, playing fields and recreation areas within Hampstead Kiwanis Park. The Amendment gives Hampstead Kiwanis Park, Inc. the authority to engage in these revenue generating practices as long as the proceeds or profits are used solely for the improvements to or betterment of Hampstead Kiwanis Park.

SPECIFIC ACTION REQUESTED: Authorizing Amendment to August 16, 2004 Agreement between Hampstead Kiwanis Park, Inc. and Pender County

COUNTY MANAGER'S RECOMMENDATION

DM
Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that

the Board authorizes Amendment to the August 16, 2004 Agreement between Hampstead Kiwanis Park, Inc. and Pender County. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Williams _____ McCoy _____ Brown _____ Tate _____ Ward _____

J. David Williams, Jr., Chairman 11/17/2014
Date

ATTEST 11/17/2014
Date

AMENDMENT TO AUGUST 16, 2004 AGREEMENT

THIS AMENDMENT to the Agreement dated August 16, 2004, between Hampstead Kiwanis Park, Inc. ("KIWANIS") and Pender County ("County") is mutually agreed to between KIWANIS and COUNTY for the purposes of streamlining certain operations of the Hampstead Kiwanis Park ("HKP"). The Parties hereby agree to amend the August 16, 2004 Agreement, as specifically set forth below, with all other provisions of that Agreement remaining in full force and effect. The Amendments set forth below shall control over the original provisions of the Agreement to the extent needed to effectuate the purpose of the Amendments.

KIWANIS and COUNTY do hereby agree upon the following Amendments:

1. KIWANIS shall have the authority to sell the naming rights to signage within HKP as well as to playing fields, recreation areas or other facilities within HKP. KIWANIS shall be entitled to receive all proceeds from such naming rights so long as it uses such proceeds solely for improvements to or betterment of HKP.
2. KIWANIS will have the right manage concession operations within HKP, including deciding whether to contract with third parties for part or all of the concession operations. All profits from concession operations shall go to KIWANIS so long as it uses the profits for improvements to or betterment of HKP.

The the 17th day of November, 2014.

IN TESTIMONY WHEREOF the parties hereto have duly executed this Amendment and affixed their seals thereto in duplicate, as of the day and year first hereinabove written.

HAMPSTEAD KIWAINS PARK, INC.:

ADRIAN HANSING
Chairman, Hampstead Kiwanis Park, Inc.

STATE OF NORTH CAROLINA

COUNTY OF PENDER

I, _____, a Notary Public of the State and County aforesaid, certify that _____ came before me this day and acknowledged that (s)he is _____ of Hampstead Kiwanis Park, Inc and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Chairman.

WITNESS my hand and official seal, this ___ day of _____, 2014.

Notary Public

My commission expires: _____

:

Pender County Board of Commissioners

By: _____

J. David Williams,

Chairman

PENDER COUNTY

I, _____, a Notary Public of the State and County aforesaid, certify that Bob Murphy personally came before me this day and acknowledged that he is Clerk to the Board of Commissioners of Pender County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by himself as its Clerk.

WITNESS my hand and official seal, this _____ day of _____, 2014.

Notary Public

My commission expires: _____