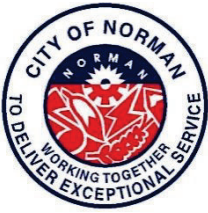


**File Attachments for Item:**

20. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2223-175: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, THE NORMAN MUNICIPAL AUTHORITY, THE NORMAN TAX INCREMENT FINANCE AUTHORITY, AND NORMAN REGIONAL HOSPITAL AUTHORITY FOR THE PURPOSE OF CLARIFYING THE OPERATION AND RESPECTIVE RESPONSIBILITIES OF THE TURF FIELD OUTDOOR LOCATED AT THE YOUNG FAMILY ATHLETIC CENTER. (WARD 8)



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 04/14/2026

**REQUESTER:** AshLynn Wilkerson, Assistant City Attorney

**PRESENTER:** AshLynn Wilkerson, Assistant City Attorney

**ITEM TITLE:** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2223-175: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, THE NORMAN MUNICIPAL AUTHORITY, THE NORMAN TAX INCREMENT FINANCE AUTHORITY, AND NORMAN REGIONAL HOSPITAL AUTHORITY FOR THE PURPOSE OF CLARIFYING THE OPERATION AND RESPECTIVE RESPONSIBILITIES OF THE TURF FIELD OUTDOOR LOCATED AT THE YOUNG FAMILY ATHLETIC CENTER. (WARD 8)

### **BACKGROUND:**

The original Norman Forward sales tax package approved by voters in 2015 included a number of quality-of-life projects, including a multi-sport facility envisioned to accommodate indoor sports, including but not limited to basketball and volleyball, and an indoor aquatics facility. A total of \$22.5 million in Norman Forward sales tax was allocated to these projects. After exploring several locations for these facilities, City Council approved an agreement in November 2019 to locate them in University North Park.

An ad hoc committee was appointed in June 2019 by the Council for the Indoor Aquatic/Multi-Sport projects, which worked closely with the project architect to develop plans for the facility. Like several other Norman Forward projects, the funding provided by the dedicated sales tax was insufficient to complete the facilities as envisioned by the Ad Hoc Committee.

Contract K-1920-82 and the 2019 Amended University North Park Tax Increment Finance District (TIF) Project Plan (adopted by Ordinance O-1920-24) called for the Indoor Aquatic/Multi-Sport projects (the "Recreation Facility") to be located in University North Park and set forth the purchase price for up to 12 acres of land for the projects. It also allocated TIF funds for the purchase of the property and \$2.7 million for supplemental construction funds for the Recreation Facility project. Contract K-1920-82 set out timelines for site identification, purchase, and construction based on the best information available at the time.

In the fall of 2019, City Staff were approached by Rayford Young, the father of National Basketball Association Atlanta Hawks player and Norman native Trae Young. Mr. Young expressed interest in partnering with the City to ensure the planned Multi-Sport facility would

achieve the original vision of serving as an appropriate venue for both local league play and competitive league play, as well as for tournaments. Trae Young grew up in Norman, playing in City leagues and later in more competitive leagues in the metro area. He and his family are committed to giving back to the community and to furthering youth sports in Norman. Council approved Contract K-1920-139, a Memorandum of Understanding that established a long-term relationship with the Trae Young Foundation (“Young”) related to the Multi-Sport facility, including certain financial contributions over multiple years, totaling \$4 million.

The Purchase and Sale Agreement for the future site of the Indoor Aquatic/Multi-Sport project was approved on December 1, 2020. (Contract K-2021-65). Approval of this Agreement enabled the City to move forward with the purchase of the property, platting, final design, and ultimately bidding and construction of the project.

During discussions about this facility, Norman Regional Health System (“NRHS”) expressed interest in participating by funding and operating a Sports and Human Performance Center (the “Center”) within the facility. NRHS has engaged architects who have been in communication with the City’s architects on this project, including the design of the Center within the facility. On June 27, 2023, the City and NRHS entered into a lease agreement, Contract K-2223-175, that set forth construction funding obligations and lease terms for the space in the Young Family Athletic Center (“YFAC”), where NRHS now operates its Sports and Human Performance Center.

#### **DISCUSSION:**

This Amendment One is desired to clarify the operation and respective responsibilities of the parties regarding the Turf Field Outdoor Improvement. In Article 5.6 of the Agreement, the parties acknowledge and represent that NRHS paid for and installed the Turf Field Outdoor Improvement, and as such, the NRHS logo shall remain on the turf field throughout the Term of the Lease Agreement. Any change to the logos on the turf field shall be agreed upon by the parties prior to any such change.

NRHS shall have exclusive operational access and use of the turf field during the operational hours posted at the Center and shall have first priority to access the turf during the City’s operational hours, for events and/or programs such as the Ortho Central Athletic Academy, and shall schedule any such use with the YFAC supervisor. Scheduling for single-use events shall be within five (5) business days from the intended date of use, and scheduling for recurring and/or regularly scheduled use shall be developed on a calendar within thirty (30) calendar days before such events are set to begin, with modifications as agreed to from time to time. At all other times, the City shall have sole use and operation of the turf field and may use the turf field during NRHS’ operational hours if the parties agree, such agreement not to be unreasonably withheld, within five (5) business days from the intended date of use by the City. The parties agree to maintain the turf field used by it, its members, or patrons in a clean and orderly manner at all times during use.

Article 2 of the original Agreement covered the construction funding and lease payments. NRHS was responsible for the architectural and construction costs for its portion of the building.

Because it is 100% responsible for construction, a nominal rent is charged during the forty (40) year term of the agreement.

The original agreement regarding construction costs has been split into three payments, with the first two already remitted to the City. Due to the shared use and operation of the turf field, the City agrees to waive the final payment under the Construction Funding payment schedule in Section 2.1(d) of the Lease Agreement. The final payment is approximately \$30,000. The turf field installation cost approximately \$200,000.

The City agrees to be solely responsible for the maintenance of the turf field, including, but not limited to, any necessary replacement of the turf field. The City agrees to be responsible for its own negligent acts and omissions and those of its employees, agents, and invitees as provided by the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq, during the times in which the City operates the turf field.

NRHS agrees to provide notice within five (5) business days to the City of any damage to the turf field and the need for repairs. NRHS agrees to be responsible for its own negligent acts and omissions, and those of its employees, agents, and invitees, during the times when NRHS operates the turf field.

The Lease Agreement shall be amended only as required to give these amendments full force and effect. All other terms of the Lease Agreement shall remain in full force and effect, and in the event of any conflict, the terms of the Lease Agreement shall prevail.

**RECOMMENDATION:**

Staff recommends approval of Amendment One to Contract K-2223-175.

**AMENDMENT ONE to K-2223-175**  
**Construction Funding and Lease Agreement**

This Amendment One to the Construction Funding and Lease Agreement, contract K-2223-175, is entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2026, by and between the City of Norman, Oklahoma, a municipal corporation, the Norman Municipal Authority, a public trust having the City of Norman as its sole beneficiary, the Norman Tax Increment Finance Authority, a public trust having the City of Norman as its sole beneficiary, together referred to herein as the “City”, and Norman Regional Hospital Authority, an Oklahoma Public Trust d/b/a Norman Regional Health System, hereinafter referred to as “NRHS”.

WHEREAS, on June 27, 2023, the parties entered into a Construction Funding and Lease Agreement, contract K-2223-175, (the “Lease Agreement”) for the construction and operation of the NRHS Sports and Human Performance Center (the “Center”) located in the Young Family Athletic Center (the “YFAC”); and

WHEREAS, after execution of the Lease Agreement, NRHS installed an additional improvement, a turf field, to the outdoor area on the east side of the YFAC near the Center, which is located outside of the Leased Premises and on City property; and

WHEREAS, this Amendment One is desired to clarify the operation and respective responsibilities of the parties regarding the turf field outdoor improvement.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, the parties hereto do hereby agree to amend the Lease Agreement by adding the following terms to Article 5:

**5.6. Turf Field Outdoor Improvement.**

- (a) Acknowledgement of turf field improvement: The parties acknowledge and represent that NRHS was the entity to pay for and install the turf field outdoor improvement.
- (b) Logos: Because NRHS installed the turf field, the NRHS logo shall remain on the turf field throughout the Term of the Lease Agreement. Any change to the logos on the turf field shall be agreed upon by the parties prior to any such change.
- (c) Use and operation of turf field:
  - i. NRHS shall have exclusive operational access and use of the turf field during the operational hours posted at the Center and shall have first priority to access the turf during the City’s operational hours, for events and/or programs such as the Ortho Central Athletic Academy, and shall schedule any such use with the YFAC supervisor. Scheduling for single use events shall be within five (5) business days from the

intended date of use and scheduling for recurring and/or regularly scheduled use shall be developed on a calendar within thirty (30) calendar days before such events are set to begin, with modifications as agreed to from time to time.


- ii. At all other times, the City shall have sole use and operation of the turf field. The City may use the turf field during NRHS' operational hours if the parties agree, such agreement not to be unreasonably withheld, within five (5) business days from the intended date of use by the City.
  - iii. The parties agree to maintain the turf field used by it, its members, or patrons in a clean and orderly manner at all times during use.
- (d) Waiver of Construction Funding: Due to the shared use and operation of the turf field, as described in section 5.6(c) above, the City agrees to waive the final payment under the Construction Funding payment schedule in Section 2.1(d) of the Lease Agreement.
- (e) City Responsibilities:
- i. The City agrees to be solely responsible for the maintenance, including but not limited to any needed replacement, of the turf field.
  - ii. The City agrees to be responsible for its own negligent acts and omissions and those of its employees, agents, and invitees as provided by the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq, during the times in which the turf field is operated by the City.
- (f) NRHS Responsibilities:
- i. NRHS agrees to provide notice within five (5) business days to the City of any damages to the turf field and need for repairs.
  - ii. NRHS agrees to be responsible for its own negligent acts and omissions and those of its employees, agents, and invitees during the times in which the turf field is operated by NRHS.

The Lease Agreement shall only be amended as required to give full force and effect to these amendments. All other terms of the Lease Agreement shall remain in full force and effect and if there should be any conflict, the terms of the Lease Agreement shall prevail.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have caused this Amendment One to be executed and effective as of the date set forth above.

**NORMAN REGIONAL HEALTH SYSTEM**

BY: Aaron L. Boyd, MD, MBA, FACHE   
President & CEO  
  
\_\_\_\_\_  
President & CEO

01/22/2026 04:58 PM EST

**CITY OF NORMAN, OKLAHOMA**

BY: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

**NORMAN MUNICIPAL AUTHORITY**

BY: \_\_\_\_\_  
Chairperson

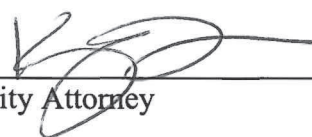
ATTEST: \_\_\_\_\_  
Secretary

**NORMAN TAX INCREMENT FINANCE AUTHORITY**

BY: \_\_\_\_\_  
Chairperson

ATTEST: \_\_\_\_\_  
Secretary

Reviewed for form and legality on this 10 day of April, 2026.

  
\_\_\_\_\_  
City Attorney