

File Attachments for Item:

16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2324-71: BY AND BETWEEN THE CITY OF NORMAN AND THE NORMAN YOUTH SOCCER ASSOCIATION INC., FOR THE USE AND MAINTENANCE OF GRIFFIN COMMUNITY PARK FOR A PERIOD OF FIVE YEARS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/23/2024

REQUESTER: Wade Thompson, Parks Manager

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF CONTRACT K-2324-71: BY AND BETWEEN THE CITY OF NORMAN AND THE NORMAN YOUTH SOCCER ASSOCIATION INC., FOR THE USE AND MAINTENANCE OF GRIFFIN COMMUNITY PARK FOR A PERIOD OF FIVE YEARS.

BACKGROUND:

The Norman Youth Soccer Association Inc. (NYSA) has facilitated youth and adult soccer programs at Griffin Community Park since 1990. City Council last approved Contract K-1819-60 with NYSA on September 11, 2018, which has expired.

DISCUSSION:

The NYSA youth soccer program has grown rapidly since its inception in 1990, becoming one of the region's largest youth soccer organizations.

Contract Number K-2324-71 with the NYSA is the same as the previous contract, but also includes the addition of the care and use of the eleven additional fields built as part of Norman Forward, as well as updated language to meet changes in ordinances.

Contract K-2324-71 provides that NYSA will pay \$1.00 per year for the use of the Park Property as shown in Exhibit A; all electrical costs associated with the use of the facility; and shall be responsible for all grounds maintenance of the facility at its own expense. The Association also agrees to provide a detailed annual report to the Board of Park Commissioners, including revenue and expenditure information for all activities offered by the Association.

RECOMMENDATION:

It is recommended that City Council approve Contract K-2324-71 with the Norman Youth Soccer Association, Inc. for use of Griffin Community Park for the Parks and Recreation Department.

AGREEMENT

This Agreement is a contract, made and entered into this _____ day of _____, 2024 by and between the City of Norman, a municipal corporation, hereinafter called the "City," and the Norman Youth Soccer Association, Inc., a non-profit corporation, hereinafter called "Association."

WITNESSETH:

WHEREAS, the City is the lessee of public property in Cleveland County, Oklahoma, known as Griffin Community Park, and which was leased from the State of Oklahoma with public funds for a period of fifty (50) years beginning in 1986 and ending in 2036 for the purpose of establishing and maintaining a public park, and

WHEREAS, the City recognizes that the said Griffin Community Park shall be used for certain recreational purposes for the further benefit of the health, safety and welfare of the residents of said City, and

WHEREAS, the Association desires to occupy and use a certain area of the Griffin Community Park for the purpose of providing a soccer program for the use and benefit of its members, the youth of Norman, and the general public.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

(1) The City hereby grants the right and privilege to the Association to use, for the purpose stated, the following described property, to-wit:

A) Those parts of the Griffin Community Park which have been developed and are known as the soccer fields, as shown on the drawing which is attached as Exhibit "A" hereto and made a part hereof.

B) Griffin Community Park Soccer Fields Number One, Two and Three as shown on the drawing which is attached hereto and made a part hereof. The Association agrees to consider and make available Griffin Community Park Soccer Fields Number One, Two and Three during periods when fields are not scheduled for use by the Association, providing request for use by other sports associations is received at least ninety (90) days in advance of requested date. The Association agrees that no fees may be charged to other sports associations for said field use other than those provided for in this Agreement.

(2) This Agreement shall renew automatically on an annual basis, unless terminated pursuant to the provisions set forth herein, for a maximum contract term of five (5) years from the date above shown.

(3) The Association agrees to pay to the City for such rights and privilege the sum of one dollar (\$1.00) per year, which sum shall be payable in advance on or before the 1st day of March each year of this Agreement.

(4) The Association agrees to pay the electrical cost for the use of Griffin Park Soccer Fields as metered. Payment shall be made to the City within thirty (30) days from date of invoice.

(5) It is agreed between the parties hereto that the purpose of operating such a soccer Association is to provide practice and playing fields, soccer facilities and equipment in Norman for youth soccer, to hold and arrange for soccer leagues, matches and competitions for the Norman community, and also to provide supervised instruction and training for players of the sport of soccer. It is understood and agreed that the Association has adopted safety rules and regulations, a copy of which is on file with the City, and will continue to practice and enforce such rules and regulations.

(6) The Association agrees to indemnify and hold the City harmless from and against all liability for injuries or death to persons, legal expense or damage to property caused by the Association's use of said right and privilege or that of its agents or employees; provided, however, that the Association shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees; and provided further that the City shall give to the Association prompt and timely notice of any claim or suit instituted, which in any way directly or indirectly, contingently or otherwise, affects or might affect the Association, and the Association shall have the right to compromise and defend the same to the extent of its own interest.

(7) The Association shall, at its own expense, keep in force insurance of the following types, naming the City as co-insured, and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with the Association's use of said right and privilege, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations in respect to the City's sole negligence and the Association shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days' prior notice to the City, said notice shall be written and shall be given by the Association, to wit:

(A) Worker's Compensation Insurance as prescribed by State Statute, if applicable.

(B) Provide insurance both liability for personal injury and property damage in limits prescribed by the Oklahoma Tort Claims Act and subsequent revisions thereto.

(8) Maintenance of Property

(A) The Association agrees to maintain all ground areas used by it, its members or patrons in a clean and orderly manner at all times by removing all debris, of every kind, deposited upon said ground by the Association, its members or patrons, at the conclusion of each and every period of use, at its own expense. The City will

provide sanitation dumpsters within the Griffin Community Park Soccer Fields in coordination with the Association for the Association's and the City's use.

- (B) The Association will be responsible for all mowing at its own expense within the described grounds, which shall occur not less than two (2) times per month during the growing season.
 - (C) The Association agrees to apply adequate fertilizer, and adequate water, to be provided by the City, to keep all vegetation within the described grounds viable and healthy throughout the growing season.
 - (D) The Association agrees to maintain the existing irrigation system at its own expense and agrees to return said system to the City in proper working condition, normal wear and tear accepted, at such time as this lease is terminated by either party.
 - (E) The Association agrees to be responsible for the maintenance to the NYSA office building constructed in 2012. The Association shall provide insurance and reimburse the City for the electrical costs for the NYSA office building. The Association shall make reasonable efforts to make meeting space available in the NYSA office building to the City of Norman for baseball or other sports leagues to hold meetings, as needed, provided a request is made within a reasonable amount of time.
 - (F) It shall be the responsibility of the Association to maintain, locate and set into place all soccer goals within the described grounds.
- (9) Events on Property.
- (A) The Association shall schedule and periodically monitor how the premises are used. The Association shall not charge admission for regularly scheduled league games or make-ups for regularly scheduled league games. The Association shall allow the general public attendance and observation from any appropriate areas reserved for spectators to any league game without charge; provided that this Agreement neither authorizes nor forbids such disciplinary measures as may be necessary to maintain order at such games or functions of the Association. The Association's enforcement of the rules of its own program are not authorized, sanctioned or endorsed by the City, and shall not serve as a basis for a suit against the City, its officers or employees.
 - (B) The Association may charge an admission charge for any sanctioned tournament game or for any other sanctioned soccer event only after prior approval of the charge has been given by the Director of the City of Norman's Parks and Recreation Department or their designee.
 - (C) Unless previously agreed by the City and the Association, all tournament proceeds shall be made payable to the Association. Third party tournament hosts shall be

required to submit expenditure receipts to the Association for any proceeds derived by a tournament at the Griffin Community Park Soccer Fields. Said tournament proceeds may only be used for the purpose of benefiting the youth of Norman or those participating in the Association's programs. No other receipts shall be acceptable. Third party tournament organizers shall meet the same financial and tax reporting guidelines required of the Association by the City.

- (D) The Association agrees to provide concession operations for all league and tournament games.
- (E) The Association shall provide an overall schedule to the Director of the Parks and Recreation Department or their designee, of regular season play, as well as dates of tournaments and other sanctioned events.
- (F) The Association agrees that all subcontractor agreements shall be designed to be financially beneficial to the Association. A copy of all such agreements for short term events less than thirty (30) days in duration, shall be provided to the City seven (7) business days before the contractor begins work. A copy of all such agreements for events that are thirty (30) days or more in duration, shall be provided to the City thirty (30) business days before the contractor begins work and receive approval from the Board of Park Commissioners.
- (G) The Association agrees that no officer or member of the Association shall be allowed a commission, refund or rebate of any kind relative to the Griffin Community Park Soccer Fields or this Agreement.
- (H) It is further agreed that should the City receive a third party request to use the facilities, the Association shall make a reasonable effort to accommodate said request, said approval not to be unreasonably withheld by the Association.
- (I) The City retains the right to use the Griffin Community Park Soccer Fields for any reason with ninety (90) days' written notice to the Association. The City's use shall not interfere with the Association's recreation league events. The City's use shall also not interfere with the Association's major tournaments, the Celtic Cup and the Norman Classic Cup, so long as the schedule of events is provided to the City pursuant to Section 9(E). During such use by the City, the City will assume maintenance responsibilities of the Griffin Community Park Soccer Fields and will provide the Association a credit towards the Association's electrical costs, if any.
- (J) It is understood that the Association may charge a light fee to any group which, during its lease, is requesting light usage. Light fee must be approved by the Director of Parks and Recreation or their designee. The Association shall be responsible for activating and deactivating any and all light usage at the Griffin Park Soccer Complex. It is also understood that the Association may charge additional fees in an amount to recover any maintenance expense which might be

incurred by the Association. The Association agrees that all fees charged to third party agreements shall be applied consistently.

- (K) The Association will only operate events in Griffin Community Park within the rules and regulations set by the Norman Board of Parks Commissioners, including but not limited to operating events within regular park hours, as set by the Director of Parks and Recreation. Any deviation of the Board of Parks Commissioners' rules and regulations must have the written permission of the Director of Parks and Recreation or their designee.

(10) Recordkeeping and Reporting.

- (A) The Association shall supply an annual report to the Director of the City of Norman's Parks and Recreation Department and the Norman City Council within forty-five (45) days to the start of the calendar year. The annual report shall include a summary of all activity along with revenue and expenditure summaries for the areas of concessions, league play and tournament play for the preceding year. Documentation of concession receipts and disbursements shall be kept on a daily basis. A detailed budget for the Association's operations at Griffin Community Park for the upcoming calendar year. The budgets shall include revenue and expenditure projections in the areas of concessions, league play, tournament play, capital equipment and capital projects. All detailed records associated with the soccer program shall be made available for review within ten (10) days by the Association upon request from the City of Norman. The annual report shall also include the following:

1. Narrative of all soccer league and tournament activity
2. Organization mission statement and goals
3. All league and tournament fee structure
4. Number of games, teams, players, tournaments and scholarships
5. Age of participants
6. Breakdown of revenues and expenditures by category
7. Disclosure of all commissions, refunds and rebates to the organization
8. Association's beginning and ending fund balance
9. Annual Association budget including revenue, maintenance and operating and capital costs
10. Current record of officers including who can authorize expenditures
11. Names of those responsible for maintaining books and records
12. Pricing schedule for recreational league, events, and rentals

- (B) The Association shall submit a detailed pricing schedule of league and event costs annually to the Director of Parks and Recreation for approval. The pricing schedule should include: the cost of recreation registration for youth and adult leagues; the cost of materials required for league play, including but not limited to the cost of the required uniform; the cost of field and facility rentals; and any additional fees

related to a field or facility rental. The Director of Parks and Recreation must approve any adjustments made to the pricing schedule throughout the year.

- (C) The Association shall provide quarterly financial reports to the City of Norman Parks and Recreation Department every four (4) months of the calendar year.
- (D) The Association agrees to maintain all financial records associated with soccer for a period of seven (7) years. These financial records shall be maintained in such detail as to account for gross receipts and expenditures for all significant organization activity. The financial recording system shall be reviewed and approved by the City's Department of Finance for the purpose of maintaining a minimum accounting standard acceptable to both parties.
- (E) Proceeds from the operation of the Griffin Community Park Soccer Fields shall be used for the operation, maintenance and improvement of the complex. The Director of the City of Norman Parks and Recreation Department or their designee, shall review and report to City Council annually that all necessary maintenance and improvements have been made to the complex.

(11) The Director of Parks and Recreation or their designee shall be an ex officio member of the Association's Board of Directors. The Director of Parks and Recreation shall be notified of any Board of Director meetings and shall receive a schedule of any pre-set Board of Director meetings for that calendar year within forty-five (45) days of the start of each calendar year.

(12) It is further understood and agreed between the parties that the right and privilege granted by this Agreement are subject to all ordinances, rules and regulations of the City governing all the activities on said Griffin Community Park, including all zoning, permitting and sanitary regulations of any governmental authority which the City may be authorized to enforce.

(13) Temporary and Permanent Structures

(A) The Association agrees that no permanent or temporary structure, or alterations to any such structures, of any nature shall be constructed by the Association upon any area used under this Agreement and/or the entirety of Griffin Community Park until detailed plans have been submitted to the Director of the Parks and Recreation Department or their designee, thirty (30) days in advance of any proposed construction and approval, in writing, has been given by said department.

(B) Permanent structures means a structure fixed to the ground by any of the various types of foundations, slabs, piers, poles, or other means. Also structures placed on the ground that lack foundations, slabs, piers, or poles, and that can only be moved through disassembly into its component parts or by techniques commonly used in house moving, or the latest definition within the IBC as adopted by the City of Norman.

(C) Temporary structures shall include structures erected for a period of less than 180 days, tents, umbrella or other membrane structures or the latest definition within the IBC as adopted by the City of Norman.

(D) Alterations to structures includes all planned construction or renovation that changes the current status of an existing structure, other than repair or addition. This would include changing the structure's current paint color, trim color, style of door/entry, etc.

(E) Any permanent structure approved by the City becomes property of the City upon termination of this Agreement. All City, state and federal rules and regulations must be complied with for the construction of any permanent and temporary structures (including signage). Depending on the size and scope of the structure, the Board of Park Commissioners' approval may be required as well.

(F) The area and style of planned signage (banners, advertisements, placards, posters, etc.) must be submitted for approval to the Director of the Parks and Recreation Department or their designee at least thirty (30) calendar days before its public display or installation.

(14) It is further understood that the facilities governed by this agreement are public facilities and that the Association shall be responsible for third party leases of Griffin Community Park Soccer Fields when available for public use.

(15) Notice. Any notice provided pursuant to this Agreement shall be mailed or delivered to officers of the Association or other person as designated by the Association. The Association agrees to inform the City, immediately after its annual election, the names of its officers for the ensuing year and the addresses to which such notice may be mailed or delivered. Any notice to be given to the City shall be directed to the Director of the Parks and Recreation Department of the City of Norman, 225 N. Webster Ave, Norman, OK 73070.

(16) Termination.

(A) Either party shall have the right to cancel this Agreement for any reasons provided thirty (30) days written notice is provided to the other party. If the City is cancelling the contract, prior to the proposed effective date of cancellation, the Association shall be afforded a hearing before the Board of Park Commissioners, if requested. The results of such hearing shall not be binding on the City as constituting a limitation upon its power to cancel this Agreement.

(B) In the event this Agreement is cancelled, for any reason, the Association shall have the right to remove any movable non-permanent improvements and/or structures provided or donated entirely by the Association within ninety (90) days after cancellation of this Agreement, clearing all debris and litter from said property in a clean and orderly condition, to the reasonable satisfaction of the City. Any improvements or structures not moved within ninety (90) days after satisfaction of any indebtedness shall become property of the City.

Contract No. K-2324-71

(17) The Association agrees further that it will not discriminate on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

(18) This Agreement shall not be assigned by the Association without prior written consent of the City of Norman, said consent not to be unreasonably withheld.

[Signatures on following page]

Contract No. K-2324-71

In Witness Whereof, the parties hereunto set their hands and seals the date first above written. The parties agree that they may conduct the transaction by electronic means and hereby state that an electronic signature is valid and shall have the same force and effect as an original signature.

NORMAN YOUTH SOCCER ASSOCIATION

BY: 
President

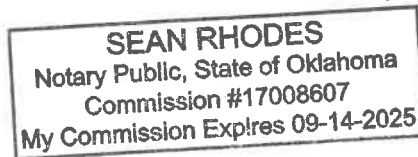
Before me, the undersigned, a Notary Public in and for said County and State, this 12 day of April, 2024, personally appeared Chris Vinson to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.


Notary Public

My commission expires:

9/14/25

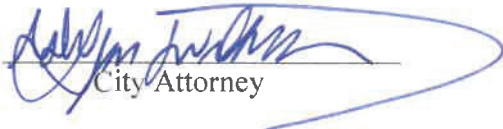
**CITY OF NORMAN**

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and legality this 19 day of April, 2024.


City Attorney



Griffin Sports Complex Amenities

- 1: Existing Parking Lot
- 2: Proposed Parking Lot
- 3: Concession/ Restroom
- 4: Restroom Building
- 5: Soccer Plaza Area
- 6: Playground Area
- 7: Entry Sign
- 8: Shade Structure (Typ)
- 9: Premier Field Plaza
- 10: Entry Plaza
- 11: Drop-off Area
- 12: Existing Soccer Office
- 13: Existing Maintenance Building
- 14: Existing Pump House
- 15: Sidos
- 16: Existing Walls
- 17: Soften Wildernes Trail
- 18: Existing Dog Park

NORMAN GRIFFIN SPORTS COMPLEX PHASE I - REMAINING ITEMS



NORMAN, OKLAHOMA

August 23rd 2021

Item 16.