



June 12, 2020

City Council Meeting of July 7, 2020
Subject: Sailor Soccer Club Special Use
and License Agreement

The Honorable Mayor
and
Members of the City Council

Ladies and Gentlemen:

The City of Norton Shores has maintained a relationship with the Sailor Soccer Club for approximately fifteen years through a special use and license agreement. The agreement specifies the responsibilities of both parties for use of fields for soccer at the former Churchill Athletic Association property located on Porter Road.

The Sailor Soccer Club is requesting a new Special use and License Agreement be approved by the City Council. The agreement would extend the contract to December 31, 2030.

Adoption of the attached resolution will authorize the Mayor and City Clerk to execute, on behalf of the City, the Special Use and License Agreement for use of the former Churchill Athletic Association property.

Respectfully submitted,

Mark C. Meyers
City Administrator

MH
Attachment

<i>Administration/City Clerk</i> (231) 798-4391	<i>Assessing Division</i> (231) 799-6806	<i>Building Division</i> (231) 799-6801	<i>Finance/Treasurer</i> (231) 799-6805	<i>Fire Prevention</i> (231) 799-6809	<i>Fire Department</i> (231) 798-2255
<i>Parks/Recreation</i> (231) 799-6802	<i>Planning/Zoning</i> (231) 799-6800	<i>Police Department</i> (231) 733-2691	<i>Public Works</i> (231) 799-6803	<i>Streets Division</i> (231) 798-2156	<i>Water/Sewer</i> (231) 799-6804

RESOLUTION

WHEREAS, a Special Use and License Agreement for the use of the former Churchill Athletic Association property by the Sailor Soccer Club for soccer fields have been developed, and

WHEREAS, the agreement includes responsibilities of the Sailor Soccer Club and the City of Norton Shores regarding use and maintenance of the property,

NOW, THEREFORE, BE IT RESOLVED that authorization is given to the Mayor and City Clerk of the City of Norton Shores to execute the Special Use and License Agreement with Sailor Soccer Club on behalf of the City.

At a regular meeting of the City Council of the City of Norton Shores, held at the Norton Shores Branch Library, 705 Seminole Road, on the 7th day of July 2020 the foregoing resolution was moved for. The motion was supported by .

Ayes:

Nays:

Shelly Stibitz, City Clerk



Internal Memo

June 12, 2020

TO: Mark C. Meyers, City Administrator

FROM: Michael D. Huston, Finance Director/Park Superintendent *MDH*

SUBJECT: Extension of Agreement with Sailor Soccer Club

I met with Jason Fisher, President of the Sailor Soccer Club/DBA West Michigan Storm, to come to an agreement for a 10-year extension of the current lease agreement of the former Churchill Athletic Association property through December 31, 2030. They are requesting City Council grant the 10-year extension to ensure a lengthy commitment for use of the property in order to seek grant funding for major improvements.

Here is a little background for the newer Council Members: In May of 2000 the City entered into a lease agreement with Hile Recreational Associations to transfer the Real Property to the City and then Hile Recreation would then lease the baseball and softball fields from the City on a year to year basis. Over the next few years Hile used the fields less and less and in October 2004 the City was approached by the Sailor Soccer Club to convert the fields from baseball to soccer fields. Soccer was beginning to attract a lot of interest with no fields to play on. The City entered into an agreement with Sailor Soccer Club which expired on December 31st, 2010. The agreement was extended until December 31, 2020 in which it would expire again but Sailor Soccer Club has approached the City to extend it again. Staff is recommending another 10 years and the Sailor Soccer Club is ok with this term, even though they had asked for 15 or 20 years. Staff deemed it to be an appropriate length based on prior experience. The Soccer Club did all the capital improvements over this time period of the agreement with the City contributing a match to help with the cost of the improvements. The City has budgeted \$8,000 each year and matches dollar for dollar up to the \$8,000. This amount is determined in the budget process and the appropriation is approved by City Council when they approve the budget in May every year.

Some of the improvements the club is looking into are finishing the lights on the East Field, install lights on the Southwest Field, upgrade lights on Northwest Field, expand parking for the east field. Also, paving of the current parking lot, replace cement block building to upgrade storage (also building is a safety concern for traffic coming and going, with the building creating a blind corner).

The agreement is essentially the same as the previous one which requires the club to maintain the existing fields (including mowing, irrigation and any expansion) and provide adequate

portable bathrooms and facilities, maintain the access from Porter Road and ensure insurance covering the entire complex, players coaches and referees. In the prior agreement, there was a clause that the City maintain the softball diamond but that field has been turned in a soccer field.

The collaborative arrangement has worked well for both parties and provides recreation opportunity to many citizens.

SPECIAL USE AND LICENSE AGREEMENT

THIS SPECIAL USE AGREEMENT is made this ___7TH__ day of ___July_____, 2020, by and between the CITY OF NORTON SHORES, a Michigan municipal organization, whose address is 4814 Henry Street, Norton Shores, Michigan 49441 and the SAILOR SOCCER CLUB (D/B/A WEST MICHIGAN STORM), a Michigan nonprofit corporation, of _____, Norton Shores, Michigan, is based upon the following facts:

- A. WHEREAS, the City of Norton Shores is the owner of the former Churchill Athletic Association property located on Porter Road.
- B. WHEREAS, the West Michigan Storm has developed and agreed to maintain the fields as green space for soccer fields.
- C. WHEREAS, the City has indicated its desire to encourage and support the development of soccer in the area, and has encouraged and financially supported development of the fields commensurate with an approved site plan and Special Use Permit, the term of which are incorporated by reference.
- D. WHEREAS, the Sailor Soccer Club has agreed to continue to assume responsibility for the field's expansion and maintenance.
- E. WHEREAS, a Special Use and License Agreement have been approved.
- F. WHEREAS, the Sailor Soccer Club desires to extend the Agreement to allow continued development of the area for soccer.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

I. RESPONSIBILITIES

The Sailor Soccer Club shall, upon execution of this Agreement or any authorized extension, be obligated at their sole expense, to do:

- 1. Assume responsibility for any and all electrical service, and shall reimburse the City of Norton Shores for any and all such electrical service billed by the Parks & Recreation Department.
- 2. Maintain at their expense the existing irrigation system and any expansion. Provide a schematic drawing of the existing irrigation system and any changes being made to it.
- 3. Maintain all accessory buildings, utilized by the Sailor Soccer Club, and to secure any necessary permits for any and all additions and renovations.

4. Maintain, mow and line all existing playing fields and practice areas.
5. Provide adequate portable bathrooms and facilities at their expense.
6. Maintain, as needed, the access road from Porter Road to the facility.
7. Have any and all drainage plans approved by the Muskegon County Drain Commissioner.
8. Insure and annually certify that United States Soccer Federation insurance policies covering the fields of play, players, coaches and referees are in existence.

II. CITY'S RESPONSIBILITIES

In exchange for the covenants of the Sailor Soccer Club, the City of Norton Shores intends to:

1. Continue to work with the Club to improve parking for the facility.
2. Provide, if needed, a containment structure for the portable restrooms.
3. Support the Club through funding in an amount, if any, to be determined annually at the discretion of the City Council.

III. GENERAL PROVISIONS

1. Nothing in this Agreement shall be treated or deemed to be a transfer of any "fee" interest in the land to the Sailor Soccer Club. It is expressly understood that ownership lies solely with the City of Norton Shores.
2. This Agreement may be terminated by either party for any reason whatsoever upon six (6) months' notice.
3. Notice is required to be filed by this Agreement to be served upon:

City: Shelly Stibitz, City Clerk
City of Norton Shores
4814 Henry Street
Norton Shores, MI 49441

Club: Resident Agent
Sailor Soccer Club

4. The Club agrees to notify the City annually of its elected officers and representatives and will continue to provide names and addresses of contact persons.

5. The permission extended to the Club to operate as provided by this Agreement shall expire on December 31, 2030.
6. The Club and the City may amend the terms of this Agreement, including an extension, but only by a written document signed by both parties.
7. The Club and the City shall appoint designated representatives as a Planning Committee to oversee further development and expansion of the field. The Committee will have no particular rights, powers or authority, but rather simply advisory to both the Club and the City concerning future areas and needs or concerns. The Club understands that the development of improvements or additional fields or facilities is subject to review and approval by the City.
8. The Club understands and recognizes that the access road from Porter to the facility will be closed to vehicular traffic upon the opening of Sternberg Road, west of Martin to the boundary of the park's property.
9. The Club agrees to indemnify and hold the City harmless for _____

By executing this Agreement, each party is evidencing its authority to do so and its commitment to fulfill the terms and conditions contained within the document.

CITY OF NORTON SHORES

SAILOR SOCCER CLUB

By _____
Gary Nelund, Mayor

By _____

By _____
Shelly Stibitz, Clerk

By _____