



Source: Parks and Recreation ~~MAH~~

Agenda Item No: REP 17-12

To: City Council
From: City Manager and Staff ~~MAH~~

Council Meeting Date: Feb 6, 2012

Re: Stephens College Proposal to Use Stephens Lake Park Soccer Field

EXECUTIVE SUMMARY:

The City of Columbia has received a request (see attached) from Stephens College to use the open space playfield located in Stephens Lake Park as a practice facility for the College's women's soccer team. They have also requested priority in use of a game field at the City's Cosmo Park soccer complex for scheduling their home soccer matches. Such use of the game field is to be contingent upon sufficient notice and payment of the Department's standard fees for field use. Both requests appear to be accordance with conditions that were included in the purchase agreement (see attachment A) for Stephens Lake Park which granted the College certain uses and benefits as part of acquisition agreement.

DISCUSSION:

In February of 2001, the City of Columbia and Stephens College entered into a purchase contract for the acquisition of the 111 acre Stephens Lake property by the City of Columbia for a public park. At the time of of the acquisition, Stephens College had an active women's soccer program and provisions were included in the purchase contract which addressed potential use of the Stephens Lake property as well as other City soccer facilities by the College's soccer program. Sometime after the actual acquisition of the property by the City, the College chose to discontinue their soccer program resulting in no recent use of the Stephens Lake Property by the College for soccer purposes.

Stephens College is now planning to re-activate their soccer program beginning in the fall of 2012. In planning for such action, the College has submitted a request to the City to use the Stephens Lake property as a practice facility and to schedule home soccer matches at the City's Cosmo Park soccer facilities. Both requests appear to be in line with the conditions included in the 2001 purchase agreement. As part of their proposal, the College would assume responsibility for some improvements to and maintenance of the practice facility in Stephens Lake Park including mowing and marking of the practice facility during the fall soccer season as well as the placement of goals and team benches at the practice field. The practice field would be reserved for the College during designated hours, but would be available for public use at all other times.

Staff is supportive of the proposal as presented by the College and would recommend that the City Council direct staff to proceed with its implementation.

FISCAL IMPACT:

Minimal. Payment of the City's standard fees for use of the Cosmo Park game field will result in a slight increase in the Park and Recreation Department's athletic field rental revenues.

VISION IMPACT:

<http://www.gocolumbiano.com/Council/Meetings/visionimpact.php>

This proposal supports vision goal 12.2 which identifies the need for Columbia's recreational needs and desires to be met through effective public and private partnerships that provide outstanding, exciting, and diverse recreational facilities

SUGGESTED COUNCIL ACTIONS:

Accept this report and direct staff to proceed with implementation of the proposal.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0	New Program/Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$0	Duplicates/Expands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$0	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	12.2
Operating/Ongoing		Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	

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CITY MANAGERS OFFICE

STEPHENS
COLLEGE

OFFICE OF THE PRESIDENT

Educating women since 1833

TO: Mike Matthes, City Manager
Mike Hood, Parks & Recreation Director
City of Columbia

FROM: Dr. Dianné Lynch, President *DML*
Stephens College

RE: Soccer fields

Thank you for your time and attention in our discussion last week regarding Stephens College's interest in scheduling use of the City soccer fields, beginning in August 2012. As we discussed, the College and the City of Columbia agreed in 2001 -- upon sale of the Stephens Lake property to the City of Columbia -- that Stephens College would enjoy priority scheduling of any of the city's soccer fields for a period of 25 years (through 2026) with sufficient notice and payment of standard fees.

This is a request that Stephens College be afforded its right to priority scheduling of the soccer field located on the Stephens Lake property, as well as fields in the Cosmo Park complex, beginning next summer. The College would submit a schedule of dates for Cosmo Park six months in advance, as required by the 2001 agreement.

The Stephens Lake Park practice field is currently an open field without markings or field goals. Stephens College proposes that it would assume responsibility for improvements to the field -- including ongoing mowing and marking during the fall soccer season, and the purchase, placement and maintenance of field goals -- in lieu of standard rental fees. It would also be willing to purchase and place team benches at the site.

To avoid confusion, the College would seek permission to post signage indicating that the College has priority rights to the Stephens Lake soccer field at agreed-upon designated times (no more than two hours per day, five days per week [Sunday through Thursday], between August 15 and November 15). Such a collaboration between the College and the City would meet the terms of the 2001 contractual agreement, would provide the city's soccer players with another groomed field at no additional cost to taxpayers, and would represent the kind of public-private partnership that is such a hallmark of our community.

Thank you again for your positive response to our proposal. Please let me know if there is additional information you need or there is anything else we can do to be helpful.

Property or to correct any title defect which arose prior to closing shall be paid by the Seller.

14. Separate Use Agreements: In the event the Closing occurs pursuant to this Contract, then from and after the Closing Date, the Buyer agrees to grant to the Seller the following additional privileges, uses, and benefits set forth in this paragraph. The privileges, uses, and benefits set forth in subparagraphs a, c, and d of this paragraph shall expire twenty-five (25) years after the Closing Date.

a. Name: Buyer shall include the name "Stephens" in the name of the Property ("Stephens Lake Park" for example). Seller shall install a plaque or memorial marker on the Property in a prominent location memorializing the substantial contribution of Stephens College to the community and its history of ownership and maintenance of the Property as a park. The design and location of this plaque or maker shall be subject to the approval of Buyer's City Council, which shall not be unreasonably withheld.

b. Gordon Cabin: Located on the Property is an old residential cabin having historical significance, and title to said cabin shall likewise be vested in the Buyer by the Seller in the event the Buyer exercises the Option. Furthermore, during the term of the Lease, the Buyer shall have the right to relocate the Gordon Cabin if the Buyer elects to do so (at Buyer's expense). Any necessary permits or licenses required for such removal shall be obtained by the Buyer at the Buyer's expense, and doing so shall be the Buyer's sole and separate liability and responsibility. After June 1, 2001, Buyer may cause any other buildings or structures remaining on the Property to be removed.

c. Alumni and College Student Activities: At least once each spring and once each fall, and upon at least twelve (12) months advance written notice by the Seller to the Buyer, the Buyer shall permit the Seller to have exclusive use of a portion of the Property for alumni/student weekends and equivalent activities. Such usage shall require the Seller to pay to the Buyer the Buyer's normal and customary fees for such exclusive use of said facilities. However, the Seller shall reasonably accommodate the Buyer in affording to the Seller the reasonable opportunity to have such priority and exclusive use times no less than twice each year for said purposes. However, any facilities on the Property which do not exist as of the date of this Agreement, but which are hereafter constructed or installed by the Buyer subsequent to the Closing Date (the "New Facilities") shall not be subject to this subparagraph.

Instead, the Seller's rights to reserve any New Facilities shall be identical to those possessed by the general public, i.e., shall be subject to the Buyer's rules and regulations for reserving same on a first come/first serve basis.

d. Soccer Fields: The Seller, as a part of its educational mission and activities, has soccer activities for its students and requires the use of soccer fields. Located on the Property are soccer fields which are presently being used by the Seller's students for this purpose. It is possible that the Buyer will develop a portion of the Property as soccer fields and will continue to permit the utilization of a portion of the Property as soccer fields. However, it is also possible that no portion of the Property will be usable as soccer fields. The Buyer agrees to permit the Seller reasonable priority with respect to the scheduling of soccer games at one or more of Buyer's soccer fields upon at least six (6) months advance notice by the Seller to the Buyer. However, such utilization of any soccer fields owned by the Buyer (whether on the Property or elsewhere) shall require the payment by the Seller to the Buyer of the Buyer's usual and customary fees for such usage. In addition, the Seller shall be permitted to utilize the Buyer's soccer fields on the Property or elsewhere on a "first come-first serve" basis pursuant to the Buyer's usual and customary rules and regulations pertaining to same.

e. Existing Equipment and Property: The Seller has stored on the Property in various locations various items of personal property and equipment. The Seller shall have until June 1, 2001, to remove such personal property and equipment from the Property. Any such personal property and equipment remaining after June 1, 2001, shall be deemed abandoned by the Seller and may be removed by Buyer at Seller's expense. However, the Seller shall not be required to pay for the cost or expense of removing any leaves or manure which were stored on the Property prior to March 17, 2001; nor shall the Seller be required to pay for the removal of any picnic table or bench left on the Property by the Seller pursuant to the provisions of this subparagraph e. Furthermore, upon reasonable notice to the Buyer and pursuant to terms and conditions reasonably to be negotiated between the Buyer and the Seller at a later date, the Buyer shall permit the Seller to conduct an auction on the Property of Seller's unwanted items of equipment and personal property upon the condition that any purchaser thereof remove same from the Property on the date of such auction sale. Any such auction sale must occur prior to June 1, 2001. The Seller shall not have any right to store any of the Seller's property on the Property from and after June 1, 2001. However, the Seller agrees to leave on the property all park benches and all but four