

REPORT / RECOMMENDATION



To: Mayor and City Council

Agenda Item #: VIII.C.

From: Susie Miller
Braemar Arena General Manager

Action
Discussion
Information

Date: April 21, 2015

Subject: Resolution No. 2015-42 Accepting Donation and Approving Agreement Edina Soccer Club

Action Requested:

Adopt Resolution No. 2015-42 accepting sport court donation, from Edina Soccer Club to Braemar Arena

Information/Background:

The Edina Soccer Club (ESC) approached the city with a proposal to provide a restricted donation in the amount of \$55,440.40 to purchase a Sport Court for Futsal at Braemar Arena. Because this is a restricted donation, the city would enter into a formal agreement with the Edina Soccer Club, as attached. In exchange for the donation, the ESC would receive up to 500 scheduled practice hours for 15 years or the life of the Sport Court.

The Futsal Court will be installed inside the boards and glass of the Braemar Backyard Rink. This site is desired because of the restrooms, concession stand, roof and other amenities at Braemar Arena.

Futsal is a variation of soccer that is played on a smaller field/court and mainly played indoors. This sport is growing fast as athletes are benefiting from smaller sized games in all sports and are quickly improving their skills. In soccer, the more ball touches an athlete has, the more skills are being developed. It was developed in Brazil in the 1930s and 1940s. The Edina Soccer Club will use the facility as a practice facility; however, will also seek to host two tournaments this season and possibly even more in the future. Braemar Arena staff will work to run recreational programs and tournaments and sell additional time not used by ESC. Braemar Arena is also looking to maintain increased concession revenues generated by the Backyard Rink this past winter.

This donation and amenity gives the City of Edina the ability to utilize the Backyard Rink asset as a year-round amenity and continue to attract more diverse users to Braemar Arena.

ATTACHMENTS:

- Resolution No. 2015-42
- Agreement between the city and the Edina Soccer Club

**RESOLUTION NO. 2015-42
ACCEPTING DONATION AND
APPROVING AGREEMENT EDINA SOCCER CLUB**

WHEREAS, Minnesota Statute 465.03 allows cities to accept grants and donations of real or personal property for the benefit of its citizens;

WHEREAS, said donations must be accepted via a resolution of the Council adopted by a two thirds majority of its members.

NOW, THEREFORE, BE IT RESOLVED, that the Edina City Council accepts with sincere appreciation the following listed grants and donations on behalf of its citizens.

Braemar Arena:

Edina Soccer Club	\$55,440.40	Sport Court for Futsal
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Dated: April 21, 2015

Attest: _____
Debra A. Mangen, City Clerk

James B. Hovland, Mayor

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS
CITY OF EDINA)
CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its Regular Meeting of April 21, 2015, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this _____ day of _____, _____.

City Clerk

AGREEMENT

AGREEMENT made this 21 day of April, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation (“City”) and **EDINA SOCCER CLUB**, a Minnesota non-profit corporation (“Association”).

Recitals

- A. The City owns and operates the Braemar outdoor ice rink (“Rink”).
- B. The Association proposes that the space where the Rink is located be used for futsal from May through October.

NOW THEREFORE, the parties agree as follows:

1. **FLOORING.** The City will obtain quotes for flooring for the futsal court. The City will provide copies of the quotes to the Association. The Association will, within ten (10) days of receipt of the quote, pay to the City the amount of the quote or, if the quote is not acceptable to the Association, inform the City in writing that the quote is not acceptable. If the quote is not acceptable to the Association, this Agreement shall be deemed terminated without further action by either party. As a restricted donation the City has the right to remove, relocate or dispose of a donation when it has been vandalized, damaged or reached the end of its useful life. The City also reserves the right to relocate a donation when its current location interferes with site safety maintenance, facility use, aesthetics or construction activities.

2. **OPERATION AND MAINTENANCE OF THE FUTSAL COURT.** The City shall own, operate and maintain the futsal court.

3. **MONTHS OF OPERATION.** Weather permitting; the futsal court shall generally be open for use from April 1st to October 15th annually, subject to being closed for maintenance.

4. **TERM.** The term of this Agreement shall commence on May 1, 2015 and shall end November 1, 2030, or the useful life of the Sport Court as determined by the City, whichever first occurs. The City, however, reserves the right to terminate this Agreement at an earlier date if in the City's opinion the futsal court is underutilized. If the City terminates this Agreement for that reason, the City will endeavor to find another location for the futsal court or, if it cannot do so, will give the flooring to the Association.

5. **ASSOCIATION USE.** The Association shall have the first right each year to schedule the use of the futsal court. The Association will inform the City by February 15th of each year what days and hours it wants to schedule the use of the futsal court that year. However, the City reserves the right to schedule prime time hours for programs and events.

6. **USER FEE.** The Association may use the futsal court without charge for 500 hours per year for fifteen years or the life of this surface whichever first occurs. This agreement will be reevaluated for possible renewal at that time. For fee based events (i.e. tournaments), the Edina Soccer Club would pay Braemar Arena 50% of the hourly market rate, not to exceed \$25 per hour for year one, with the ability of the City to raise the rate not to exceed 5% annually to cover expenses.

7. **ADVERTISING.** During the futsal season, the Association may display two (2) advertisements not to exceed 8ft by 33 ¼ in size along the south side of the futsal court.

THIS AGREEMENT has been executed by the parties hereto the day and year first above written.

CITY OF EDINA

BY: _____
James Hovland, Mayor

BY: _____
Scott Neal, City Manager

EDINA SOCCER CLUB

BY: _____
Its _____

BY: _____
Its _____