



Agenda Item #: _____

Staff Report

City of Manhattan Beach

TO: Honorable Mayor Montgomery and Members of the City Council

THROUGH: David N. Carmany, City Manager

FROM: Richard Gill, Director of Parks and Recreation
Jim Arndt, Director of Public Works
Mark Leyman, Recreation Services Manager

DATE: July 5, 2011

SUBJECT: Consideration of a Request from American Youth Soccer Organization (AYSO) to Fundraise for the Installation of Synthetic Turf for Marine Avenue Park Soccer Field

RECOMMENDATION:

Staff recommends that the City Council approve an MOU with American Youth Soccer Organization (AYSO) regarding the installation of synthetic turf for Marine Avenue Park soccer field.

FISCAL IMPLICATION:

AYSO is requesting permission to initiate a fundraising campaign to raise the funds needed for the installation of a synthetic turf soccer field. If City Council approves the AYSO MOU as is, the City will agree to fund up to 5% of the engineer's estimated cost of the project if the cost exceeds the engineer's estimate for the project. At this time, staff is projecting the estimate will be between \$1 million and \$1.2 million. If the fundraising campaign falls short, the City would have the option of funding the entire difference between the funds raised by AYSO and the cost of the project.

One revenue source for City Council consideration could be the \$150,000 from the Los Angeles County Regional Open Space and Park District grant that City Council approved and allocated towards the Joslyn Center Capital Improvement Renovation Project.

Another financial consideration is the replacement cost of the turf (estimated to be approximately \$500,000) after the approximate 10 year life span. AYSO stated that they will not contribute towards the replacement and believes that the City should collect user fees from others who use the field for that purpose.

BACKGROUND:

Staff received the attached letter of request (Attachment A) from AYSO asking permission to raise funds for the installation of a synthetic turf soccer field at Marine Avenue Park.

Initially, the item was placed on hold as City Council had concerns regarding the safety and environmental impact of synthetic turf. Staff provided background information that addressed the safety and environmental concerns. Research on synthetic turf has yielded many positive benefits including: reduction in pesticides and fertilizers; eliminates mowing, aerating and re-seeding; virtually eliminates irrigation and removes tires from landfill sites; and is 100% recyclable. Synthetic turf fields can also contribute towards Leadership in Energy and Environmental Design (LEED) credits.

Upon receiving approval to continue discussions with AYSO for the Synthetic Turf Project at Marine Park Soccer field, AYSO developed a Memorandum of Understanding (Attachment B). If AYSO is successful in its fundraising campaign, the draft Memorandum of Understanding provides as follows:

- The City to replace the grass field with a synthetic turf surface at Marine Avenue Park soccer field using the same standards used for the synthetic turf installation at Manhattan Village soccer field and install lights.
- Begin fundraising immediately upon City Council approval, with a fundraising goal of the engineer's estimated cost of the project.
- Project will be managed by AYSO, meeting all specifications set by the City of Manhattan Beach.
- Completion of project is estimated to be August 15, 2012.
- City agrees that the field will be available to AYSO on a priority basis during agreed upon periods of time as stated in the MOU.
- City agrees to maintain the synthetic turf.
- AYSO will not be charged for the field or lights use at Marine Park during its scheduled time.
- Ability to recognize financial contributors to the project near the field.
- The City will be responsible for 5% over the engineer's cost estimate costs for the project.
- If the Bid exceeds 5%, then the City can a) proceed with the project paying the difference; b) request additional funds from AYSO and defer the project until sufficient funds are provided; or c) return the funds to AYSO, less the reasonable amounts already expended for design construction.

DISCUSSION:

The draft MOU between the City of Manhattan Beach and AYSO allows AYSO to approach donors and outlines the general project guidelines. Specifically, AYSO will provide the funding for the project, and in return asks for priority field use during its season and the ability to recognize donors. The reality is that AYSO is a non-profit, community based user group that is open to everyone; therefore, AYSO has priority use of the field. The City of Manhattan Beach will continue to allocate field space for this field and generate revenue whenever AYSO is not using the field. However, field rentals will be at a minimum as the field will be used by AYSO during peak play times. The Parks and Recreation Department will plan to run adult soccer leagues Monday through Friday from 8:00-10:00 p.m. which could result in additional revenue.

Staff has been approached by other community based youth sports organizations (i.e. BCS Flag Football, Manhattan Beach Sand and Surf Soccer Club, etc.) interested in contributing towards the

project. These organizations follow the same guidelines as AYSO and provide open registration “everyone plays” recreational leagues. Staff recommends that during the fundraising campaign, AYSO work collaboratively with these community based groups to allocate field space based upon the contribution to the project. For example, if a group donated \$200,000 towards the \$2,000,000, 20% of the field space would be allocated to the group. This would be limited to community based youth groups with at least 70% Manhattan Beach residents, open recreational leagues. The draft MOU does not require any such allocation.

Upon the completion of AYSO’s fundraising, staff will return to City Council for approval of construction documents and an appropriation to fund the project.

CONCLUSION:

Staff recommends that the City Council approve an MOU with American Youth Soccer Organization (AYSO) to fundraise for the installation of synthetic turf for Marine Avenue Park soccer field, and authorize the City Manager to execute the agreement.

Attachments:

- A. Letter of Request from AYSO to fundraise for synthetic turf at Marine soccer field
- B. Memorandum of Understanding from AYSO for the synthetic turf project at Marine soccer field

BILL FAHEY
P.O. BOX 833
MANHATTAN BEACH, CA 90266

February 20, 2011

Re: Marine Avenue Park

Members of the City Council:

I write on behalf of AYSO soccer, Region 18. As you know, our Region is more than 40 years old and provides soccer training, practices and games for over 3600 boys and girls in our area.

The City of Manhattan Beach for many years has provided and maintained a soccer field for use by AYSO and others at the Marine Avenue Park. Currently, the field is natural grass, which is re-seeded every summer and is heavily used in the fall, winter and spring. The heavy usage typically results in the rapid destruction of the grass. Thereafter, much of the field becomes dirt, which is less safe and which turns to mud during the winter rains. The field must often be closed when it is muddy and unsafe.

The City now incurs substantial costs to prepare and re-seed the field on an annual basis. Further, the City must pay additional costs to water, mow and maintain the field throughout the year.

Over five years ago, artificial turf was installed on the Village Field. That project has proven to be a huge success in terms of reduced costs to the City and the ability of soccer organizations regularly to use that field. AYSO is proposing to lead the effort to install the latest generation artificial turf product at the Marine Park soccer field. This artificial turf is being used throughout the South Bay on athletic fields. It is environmentally friendly, safe and cost-effective over its life expectancy of approximately 10 years.

If approved by City Council, AYSO will undertake a fund-raising drive to secure and manage the funds necessary to install the latest generation artificial turf. We will then provide the project management and hire a reputable and experienced contractor, subject to the approval of the City, to install the turf.

Upon completion of the project, AYSO requests that it be given priority of use of the field and not be charged for field time during the anticipated 10 year life of the turf. When not in use by an AYSO team or event, the City would be free to allocate field time to an approved soccer organization, for a fee.

AYSO is very excited about moving forward with this project and we hope that City Council agrees that this would be tremendous resource to the thousands of boys and girls who play soccer in Manhattan Beach. We ask that you approve this proposal in accordance with the Memorandum of Understanding between the City and AYSO.

Very truly yours,
Bill Fahey
Commissioner, AYSO Region 18

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into as of July 5, 2011 by and between the City of Manhattan Beach, a California municipal corporation (“City”) and American Youth Soccer Organization, Region 18, a division of AYSO, a tax-exempt not-for-profit youth sports organization (“AYSO”), hereinafter together occasionally referred to as “the parties.”

RECITALS

- A. The City is charged with the responsibility of providing public facilities for the purpose of leisure time and recreation activities and health enrichment for general public wellness and fitness; and
- B. AYSO's Vision is to provide world class youth soccer programs that enrich children's lives; and
- C. AYSO's Mission is to develop and deliver quality youth soccer programs which promote a fun, family environment based on the philosophies of everyone plays, balanced teams, open registration, positive coaching, player development and good sportsmanship; and
- D. The soccer field at Marine Park is in disrepair and the Parties desire to work together to support a first-class soccer program; and
- E. The Parties have mutual interest in the accomplishment of the following goals:
 - 1. To provide wholesome, high-quality sports programming for youth; and
 - 2. To provide a first-class soccer program to meet the recreation needs of the community; and
 - 3. To ensure that children of all economic levels are provided with the opportunity to enjoy and have access to athletic programs and proper facilities; and
 - 4. To ensure that operation of the community's parks and recreation program is operated in the most responsible, cost-effective and efficient manner possible
- F. City is the owner of Marine Avenue Park (the “Park”), an improved public park that serves as a venue, among other activities, for AYSO sponsored soccer games.
- G. AYSO desires to donate sufficient funds to permit City to install state-of-the-art artificial turf and new lights on the dedicated soccer field in Marine

Avenue Park (the "Improvements") so that the field can accommodate the demand placed on it by AYSO and other users.

- H. The parties desire to work collaboratively to improve the soccer field for the general benefit of the community and to accommodate the increasing number of children participating in organized soccer.
- I. The purpose of this Memorandum of Understanding ("MOU") is to establish commitments and assurances by the parties governing the construction and maintenance of the Improvements so as to satisfy their respective objectives. The anticipated timeline for completion of the Improvements is attached as Exhibit A to this MOU.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Obligations of AYSO.

1.1 AYSO shall at its sole cost and expense cause to be prepared by a qualified architect or engineer design plans and specifications for the Improvements suitable for putting the project out to bid and submit the plans and specifications to City. The engineered plans and specifications shall include a cost estimate for the project. The target date for these plans and specifications is not later than September 30, 2011. AYSO's obligations are subject to force majeure and any unforeseen site conditions. AYSO will proceed with said design engineering and project scope requirements based on engineering due diligence and on a site that is free and clear of any site restrictions and limitations

1.2 AYSO will raise and donate to City on or before February 1, 2012 the funds sufficient to construct the Improvements, based on City's and AYSO's collaborated engineering estimate.

1.3 At no cost to the City, AYSO will commit the services of Johnnie Morgan or other qualified AYSO Representative to consult with the City staff, at its request, in evaluating the final engineering plans and specifications and managing the successful completion of the Improvements, including participation in monthly progress meetings at a day and time arranged by mutual agreement between the designated city staff and the AYSO Representative.

2. Obligations of City.

2.1 On or before July 1, 2011, City shall provide to AYSO a copy of those plans and specifications for Village field which were previously developed and all additional City requirements for the final engineering plans.

- 2.2 Upon receipt of the plans and specifications referenced in paragraph 1.1 above, City shall verify the estimate and, after consultation with the AYSO Representative, cause to be prepared an engineer's estimate of the cost of Improvements.
- 2.3 Upon receipt of the donation referenced in paragraph 1.2 above, City will put out to bid a project for the construction of the Improvements in accordance with City's standard practice for soliciting bids for public projects.
- 2.4 Provided that the bid from the lowest responsible bidder is no more than five percent of the amount of the engineer's estimate, City shall use AYSO's donation to construct the Improvements in accordance with the plans and specifications provided by AYSO and the City will bear the additional cost. Should the lowest responsible bid be less than the engineer's estimate, City shall utilize AYSO's donation to construct the Improvements in accordance with the plans and specifications provided by AYSO and dedicate the remaining portion of the donation to maintenance of the field. Should the lowest responsible bid exceed five percent of the engineer's estimate, City must elect one of the following options: i) to nonetheless proceed with the project, bearing the additional cost, or ii) request additional funds from AYSO and, if AYSO agrees to raise and contribute the additional funds, defer the project until sufficient funds are provided, or iii) return the donation less the reasonable amounts expended for design and construction, if any, to AYSO and not proceed with the project.
- 2.5 City will bear responsibility for its internal staff administrative costs of the project and AYSO funds will not be used toward those staff costs.
- 2.6 City shall exercise its best efforts, taking into consideration unanticipated delays in bid or construction phases, to complete construction of the Improvements (i) on or before August 15, 2012 provided City receives AYSO's donation by February 1, 2012, or (ii) within six months of receipt of AYSO's donation, if it is received after February 1, 2012.
- 2.7 City shall maintain the field in accordance with manufacturer specifications. The field shall be striped for soccer use and display City and AYSO logos.
- 2.8 City shall permit AYSO priority use of the field and lights at no charge for ten years from the date that the City accepts the project as complete as long as the Improvements remain in usable condition, pursuant to City's standard field use permit (including, but not limited to indemnification and insurance requirements), from September 1 to December 1 and March 1 to June 1, during the following hours:

Saturdays 8:00 a.m. to 8:00 p.m.
Sundays 11:00 a.m. to 8:00 p.m.
Mondays through Fridays 4:00 p.m. to 8:00 p.m.
Special events as mutually agreed by the parties, including
weekdays in December and weekends in January and February

- 2.9 During all times other than those specified in paragraph 2.8 and during those times specified in 2.8 when AYSO is not using the field, City may schedule use of the field in its absolute discretion.
- 2.10 City Manager will designate an area at or near the field at which AYSO may post the names of those who contributed to AYSO's donation to the City.
- 2.11 The City's maintenance obligations are subject to force majeure and the City's obligations hereunder shall be excused if it is unable to perform due to Acts of God or any other cause beyond the reasonable control of the City.

3. Term

This MOU shall commence on July 5, 2011 and remain in effect until September 1, 2022, or for 10 years following the opening of the improved field, whichever is later unless extended by written agreement of the parties.

4. Binding Effect

This MOU is binding on the parties in accordance with its terms. The parties signing below represent and warrant that they have the legal authority to bind the party for whom they are signing.

5. Governing Law

This MOU shall be governed by the laws of the State of California.

6. Notices.

All notices permitted or required under this MOU shall be in writing, and shall be deemed made when delivered to the applicable party at the following addresses either by first class mail postage prepaid, facsimile or personal delivery:

If to City:

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266
Attention: City Manager

If to AYSO:
AYSO Regional Commissioner
P.O. Box 3597
Manhattan Beach, CA 90266

7. Entire Agreement

This MOU represents the entire integrated agreement between the parties pertaining to the subject matter hereof and supersedes all prior negotiations, representations or agreements, written or oral, regarding the matters described herein. This MOU may be amended only by a written instrument signed by the parties.

8. Authority to bind

The undersigned represent and warrant that they are authorized to sign on behalf of and bind to the terms of this MOU the party each represents.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date and year first written above.

Dated: July 5, 2011

CITY OF MANHATTAN BEACH

By: _____
David N. Carmany
City Manager

AMERICAN YOUTH SOCCER
ORGANIZATION, REGION 18

Dated: July 5, 2011

By: _____
William Fahey
Region 18 Commissioner

Exhibit A

- Deliver Plans and Specification of Manhattan Village Synthetic Turf Soccer Field. Highlight City contract sections to be included in Plans/Specifications to be prepared by AYSO Architect. July 1, 2011
- AYSO completed Plans/Specifications, cost estimate, and review by the City, ready to proceed to bid. Sept.30, 2011
- Final date of submission of AYSO donation. City Council to accept donation and authorize public bid of project. * Feb. 1, 2012
- Award public construction contract for synthetic turf field April 3, 2012
- Construction complete and City Council accepted Aug. 21, 2012

* If donation is accepted prior to this date, subsequent project timelines would be advanced accordingly