



City of Enid
401 W. Owen K. Garriott Road
Enid, Oklahoma 73701
580-234-0400

BOARD OF COMMISSIONERS

NOTICE OF STUDY SESSION

Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust.

Notice is hereby given that the Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Enid Public Transportation Authority, a Public Trust will meet in regular session at 5:00 p.m. on the 23rd day of January, 2020 in the Lower Level Conference Room of the City Administration Building, located at 401 W. Owen K. Garriott Road in said city, and the agenda for said meeting is as follows:

- AGENDA -

REGULAR STUDY SESSION AGENDA

1. **CALL TO ORDER/ROLL CALL.**
2. **AT THE COMMISSIONERS' REQUEST, DISCUSS ANY ITEM OF CONCERN ON THE REGULAR SESSION AGENDA OF JANUARY 23, 2020.**
3. **DISCUSS THE REVISED DAVID ALLEN MEMORIAL BALLPARK LEASE.**
4. **DISCUSS 2018-2019 CITY OF ENID AND RELATED AUTHORITIES AUDIT.**
5. **DISCUSS 2019-2020 FINANCE UPDATE.**
6. **DISCUSS BRIDGE INSPECTIONS CRITICAL FINDINGS UPDATE.**
7. **ADJOURN.**

City Commission Study Session

3.

Meeting Date: 01/23/2020

SUBJECT:

DISCUSS THE REVISED DAVID ALLEN MEMORIAL BALLPARK LEASE.

Attachments

Lease Agreement

**LEASE AGREEMENT BETWEEN THE CITY OF ENID,
DAVID ALLEN MEMORIAL BALLPARK, INC., AND INDEPENDENT SCHOOL
DISTRICT NO. 57 OF GARFIELD COUNTY, OKLAHOMA**

THIS LEASE AGREEMENT amends the original lease agreement made and entered into October 6, 1998, by and between the City of Enid, a municipal corporation, hereinafter "City" and David Allen Memorial Ballpark, Inc., an Oklahoma non-profit corporation, hereinafter "Ballpark" to add Independent School District No. 57 of Garfield County, Oklahoma, hereinafter "Enid Public Schools" as an additional party.

WHEREAS, the City owned the real property on which Paul Allen and Joan Allen, citizens of Enid, Oklahoma, in memory of their beloved son, David Allen, and for the purpose of providing a baseball field, field house and bleachers for the benefit and enjoyment of the citizens of Enid, Oklahoma and for the purpose of improving downtown Enid, donated approximately \$1,000,000 to have a baseball field, concession area, press box, museum room, box seating, and bleachers ("David Allen Memorial Ballpark") constructed; and

WHEREAS, Ballpark is a non-profit corporation organized for the purpose of providing an ongoing entity to maintain and promote the David Allen Memorial Ballpark and the sport of baseball in Enid for the use, benefit, and enjoyment of the citizens of Enid; and

WHEREAS, Ballpark has been performing this function for over 20 years; and,

WHEREAS, Enid Public Schools has recently agreed to make a substantial investment by replacing the surface of the field and providing primary maintenance of the David Allen Memorial Ballpark;

NOW THEREFORE, it is agreed as follows:

1. For and in consideration of the recitations, covenants and conditions contained herein, and in consideration of the benefits conferred upon the citizens of Enid, Oklahoma, the City hereby leases the above-described real property and all improvements thereon to Ballpark for a term of fifty (50) years beginning October, 1998, and continuing until October, 2048, reserving unto Ballpark the right to renew for additional terms of twenty-five (25) years under the same terms and conditions set forth herein. Ballpark shall utilize the property for the purposes of Enid High school Baseball, and any other event which promotes entertainment in the

community and is not inconsistent with the use of the premises for baseball, i.e., professional baseball, semi-professional baseball, and/or college baseball, softball, public concerts, Tri-State, and other musical events, etc.

2. The Ballpark further covenants that it will;

(a) Carry public liability insurance in a sum not less than the Oklahoma Governmental Tort Claims limits currently set at \$100,000 per person and \$1,000,000 per accident, injury or death, with the City named as an additional insured, and to hold the City harmless from any injury or damage, and any and all claims arising as a result of the operation and to defend the City in any lawsuit alleging said claim,

(b) Provide maintenance of, repairs and renovations to the property and all improvements thereon and keep the field and all other improvements in good order, clean and free from debris and trash, and

(c) Immediately notify the City if any part of the property or improvements require major repair or replacements that cannot be resolved by the Ballpark on a timely basis.

(d) Use the concession sites for the sale of food, drink and promotional products only and shall not make or suffer any unlawful, improper or offensive use of the concession sites, or any use or occupancy thereof contrary to any law of the state or ordinance of the City now or hereafter made, or which shall be injurious to any person or property.

3. Enid Public Schools covenants that it will:

Take over the Ballpark's responsibility under paragraph 2(b) (c) and (d) of the agreement. Such responsibility includes general maintenance, improvements, and keeping the David Allen Memorial Ballpark free from debris or trash, it also includes providing the personnel such as ticket takers, the press box, and concessions.

4. The City covenants that it will:

(a) Maintain property insurance coverage for the real property and all of the improvements located thereon in amounts not less than the repair and/or replacement costs of the land and property.

(b) Consider on an annual basis, upon request by the Ballpark or Enid Public Schools, paying for the cost of utilities, other than telephone services.

5. Right of re-entry or termination of lease:

(a) The City shall have the right to re-enter and terminate this lease in the event that the facilities are no longer being used for the purposes set forth herein.

(b) The City shall have the right to re-enter and terminate this lease in the event of insolvency or bankruptcy of the Ballpark, or in the event the Ballpark is unable or unwilling to continue the activities anticipated by this lease agreement and Enid Public Schools is unable or unwilling to take on the Ballpark's responsibility under this lease.

(c) In the event the facilities or grounds are destroyed, or rendered untenable, in whole or in part, from whatever cause, then either party shall have the option of canceling the remaining portion of this lease without further obligation.

(d) The Ballpark may terminate its lease and vacate the premises upon 60 days written notice to the City and Enid Public Schools. Enid Public Schools shall have 45 days to provide the City its intention to take on the responsibility for operating the David Allen Memorial Ballpark. If Enid Public Schools does not provide the notice of its intention to operate the David Allen Memorial Ballpark within the time provided, the lease shall terminate. If Enid Public Schools provides timely notice that it will take on the responsibilities of the Ballpark, the Ballpark's right to renew the lease for additional 25 year terms will become Enid Public Schools' right under this lease.

6. All permanent improvements made to the real property shall be the property of the City.

7. All income monies or other compensation paid by any person or entity for use of the facilities, or for the purpose of advertising either on the premises or in connection with the facility shall be the property of the Ballpark and/or Enid Public Schools and be used to meet the shared objectives and obligations of the Ballpark and Enid Public School in

managing David Allen Memorial Ballpark outlined in this agreement. It is understood that Enid Public School may recoup the cost associated with hosting non-Enid Public Schools events at the David Allen Memorial Ballpark by entering into agreements with event sponsors for this purpose or by other similar arrangement.

8. The City's Rules and Regulations For Use of the Parks and Recreation Facilities by the City shall not apply to the David Allen Memorial Ballpark, but use of the facility shall be controlled by the terms of this Lease Agreement.

9. The Ballpark and Enid Public Schools agree to charge a reasonable price for the food and drink items sold to the public.

10. The Ballpark and Enid Public Schools shall have the right to contract with others for the performance of any obligation required by the Ballpark under this Lease Agreement.

11. The risk of injury, loss, damage or destruction of any persons or personal property of any kind that may be on the premises during the term of this lease shall be assumed by the Ballpark and Enid Public Schools, and the City shall not be liable to the Ballpark, Enid Public Schools, or any other person for any injury, loss or damage to any person or personal property on the real property.

12. Anti-discrimination. No person shall be excluded from an opportunity to use or attend the facility on the basis of color, race, national origin, religion, handicap, or other non-merit factors except that certain minimum physical fitness requirements may be established by the Ballpark or Enid Public Schools for participants in events.

13. Assignment and Binding Effect. None of the parties shall assign this Agreement or any interest herein without the express written consent of the other parties. This Agreement will be binding upon the successors and assignees assigned as parties hereto.

14. Disclaimer of Intent to Become Partners. The parties shall not be deemed to be partners or joint ventures.

15. Interpretation of Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.

16. Severability. If any one or more of the sections, sentences, clauses, parts or parties to this Agreement, be held invalid for any reason, the invalidity of such section, sentence, clause, part or party shall not affect or prejudice in any way the applicability and validity of any other provision of this Agreement.

17. Notice. Whenever a notice is required to be given in writing under the terms of this Agreement, or any extension thereunder, such notice shall either be delivered or mailed to the respective parties at the following addresses:

As to the City: City of Enid
Post Office Box 1768
Enid, Oklahoma 73702

As to Ballpark: David Allen Memorial Ballpark, Inc.
301 South Grand
Enid, Oklahoma 73701

As to Enid Public Schools: Independent School District No. 57 of
Enid Public School of Garfield
County, Oklahoma,
c/o Superintendent
Board of Education
500 S. Independence
Enid, Oklahoma 73701.

IN WITNESS WHEREOF, the City of Enid through its Mayor and Board of Commissioners approved the execution of this amended agreement on the ___ day of January, 2020.

Independent School District No. 57 of Garfield
County, Oklahoma

Torry Turnbow, President, Board of Education

STATE OF OKLAHOMA)
) ss:
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me, on this _____ day of _____, 2020, as Torry Turnbow, President of the Board of Education of the Independent School District No. 57 of Garfield County, Oklahoma.

Notary Public

(SEAL)

My Commission Expires:

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