



City of Sebastopol Planning Commission Staff Report

Meeting Date: October 25, 2022
Agenda Item: 6A
To: Planning Commission
From: Sebastopol Little League, Planning staff
Subject: Little League Annual Report and discussion of potential Lease changes
Recommendation: Receive report, provide input on lease modifications

Introduction:

The outgoing and incoming presidents of the Sebastopol Little League (SLL) will provide a report to the Planning Commission, which also serves as the City's Parks Commission. Additionally, the Little League would like to extend their lease and modify some provisions. Staff would like input on some of these items from the Commission.

Public Comment:

No public comments have been received as of the writing of this staff report.

Recommendation:

Receive the Report. Provide input on potential lease changes to staff and the SLL representatives.

Attachments:

Current Lease agreement

COPY

LEASE AGREEMENT

1
2 It is hereby agreed between the City of Sebastopol, a Municipal Corporation, hereinafter called
3 "CITY", and Sebastopol Little League, Inc., a California Non-Profit Corporation, hereinafter called
4 the "LEAGUE", as follows:
5

6 1. CITY is and shall remain the owner of the properties and fixtures, including the lights,
7 concession stand, bleachers, fencing and other permanently installed equipment located at the Ives
8 Park Ball Field otherwise known as Polley Field in Sebastopol, California.
9

10 2. CITY is and shall remain the owner of the properties and fixtures, including the concession
11 stand, fencing, bleachers and other permanently installed equipment located at the ballfields located at
12 Laguna Park also known as Clahan Ballfields in Sebastopol, California.
13

14 3. LEAGUE proposes to provide programs at the above defined ballfields for the benefit of the
15 health and welfare of Sebastopol area residents.
16

17 4. CITY desires the LEAGUE to operate and manage the ballfields rather than by the use of City
18 personnel.
19

20 5. The execution of this lease agreement and the use of the property without rental payments by
21 LEAGUE shall be deemed consideration and shall be in lieu of any payments or support by CITY to
22 LEAGUE for their use, operation or other purposes. LEAGUE in consideration of the foregoing
23 shall comply with the following terms and conditions:

24 A. LEAGUE shall keep the premises in a safe, clean and operable manner. Upon finding
25 of any such unsafe or unhealthy conditions, CITY may cause corrections to be made
26 immediately and will bill LEAGUE for any such corrective costs.

27 B. Any new or relocated fences, concession stand expansion, or new rest rooms, and all
28

1 improvements, installed by LEAGUE shall be located, installed, and constructed at
2 locations approved by CITY and in accordance with the standards and specifications
3 approved by CITY.

4 C. LEAGUE shall pay for electricity costs for concession stands located on subject
5 properties. CITY shall pay for all water and sewer service charges.

6 D. LEAGUE shall be responsible for the supervision, control and maintenance of the sites
7 during the term of this agreement, subject to the right of the CITY and public as set
8 forth herein. LEAGUE shall provide to CITY names, addresses and phone numbers
9 of officials responsible for said supervision and maintenance. LEAGUE shall be
10 responsible for maintenance and repair of ball diamond lights.

11 E. LEAGUE shall be responsible for the scheduling, renting, or use of the ball diamonds
12 by other groups and shall permit reasonable use of said facilities by other responsible
13 groups and organizations when not in use by LEAGUE. When not in use by
14 LEAGUE or other scheduled events, the property shall be available for use by the
15 public.

16 F. No organizations, including LEAGUE, who rent or use Ives Ball Diamond shall begin
17 games or practice prior to 9:00 a.m. nor play innings after 10:00 p.m. Ballfield lights
18 shall be promptly extinguished no later than 10:00 p.m. LEAGUE shall install a timer
19 control on ballfield lights so that they shall be promptly extinguished no later than
20 10:00 p.m. and a photo-electric control to insure that ballfield lights are not used
21 earlier than one-half hour prior to sunset.

22 G. LEAGUE and any other group using the ballfields shall adhere to City Ordinance No.
23 657; Ordinance Regulating Conduct in City Parks.

24 H. LEAGUE shall leave name, phone number, and procedure for making reservation of
25 ball diamonds, with City Manager's Office and Chamber of Commerce office.

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27 5. LEAGUE shall have the right to operate a concession stand on the subject properties.
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6. This Lease Agreement shall not be assignable without the prior written consent of CITY.

7. LEAGUE shall take out and maintain during the life of this lease agreement such public liability insurance as shall protect said LEAGUE from all claims for damage for personal injuries including accidental death as well as claims for property damage to personal equipment, vehicles of LEAGUE or the public which may arise from its operation under this agreement. Such public liability insurance shall be in an amount not less than One Million Dollars (\$1,000,000) Single Limit Bodily Injury. CITY shall be named as additional insured on said policies and a copy of the Certificate of Coverage shall be delivered to CITY. City shall carry property insurance.

8. Upon termination of this lease agreement, all fixtures installed by LEAGUE shall remain on the property and shall be the property of the CITY.

9. Any profits from the operation of this Agreement shall be used by LEAGUE for improvements to said ball diamonds and related facilities or scholarships for children to join in Little League activities. LEAGUE shall keep an accounting of all monies earned and all expenses for improving the ballfields, concession stands, and any other improvements. A report shall be presented annually to the CITY.

10. Adult leagues, or any other organizations wishing to use the Ives Park Ballfield lights other than LEAGUE, shall be charged a fee for such use with the intent of recovering electricity costs resulting from the use of said lights. The City Finance Director shall annually determine the costs based upon a projection of games to be played and will bill the league for a deposit in advance of the season to be played. Excess funds may be returned at the end of each season or retained for future use at the discretion of the adult league or other organization. Any electricity costs in excess of the deposit shall be billed to the adult league or other organization and paid prior to any future use of the ballfield lights.

1 11. This lease agreement shall commence on July 17, 2001 and terminate on December 31, 2005.

2
3 12. This lease agreement is subject to existing agreements and rights of Pacific Gas and Electric
4 Company, the Sonoma County Water Agency and any other easements or encumbrances of record.
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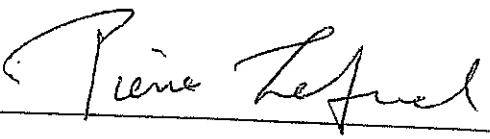
6 13. At such time as the CITY alone or in cooperation with other organizations or public agencies
7 make picnic, bike trails or other improvements a provided herein, or other park and recreation
8 improvements in the area which do not conflict with the use by LEAGUE, then and in that event,
9 CITY shall have the right to open the restrooms for use by such other groups or the public. The
10 CITY shall have the right to make arrangements for maintenance of the restrooms as the CITY deems
11 necessary. Until such time LEAGUE shall keep said restrooms in a clean and sanitary condition.
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13
14 CITY OF SEBASTOPOL

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17 By: 

18 MAYOR

19
20 SEBASTOPOL LITTLE LEAGUE, INC.

21
22
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24 By: 

CERTIFICATE OF INSURANCE
For CITY OF SEBASTOPOL (the "City")

Issue Date: (mm/dd/yy)

PRODUCER:

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

		COMPANIES	BEST'S RATINGS
Company	A	_____	_____
Letter			
Company	B	_____	_____
Letter			
Company	C	_____	_____
Letter			
Company	D	_____	_____
Letter			
Company	E	_____	_____
Letter			

TELEPHONE #:

NAMED INSURED:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term of condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, limits shown may have been reduced by paid claims.

CO LTR	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration (mm/dd/yy)	All limits in Thousands
	General Liability <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <input type="checkbox"/> Owner's and Contractor's Pro. Other _____				General Aggregate \$ _____ Products-Comp/Ops Aggregate \$ _____ Personal and Advertising Injury \$ _____ Each Occurrence \$ _____ Fire Damage (anyone fire) \$ _____ Medical Expense (any one person) \$ _____
	Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability				Combined Single Limit \$ _____ Bodily Injury \$ _____ (per person) Bodily Injury \$ _____ (per accident) Property Damage \$ _____
	Excess Liability <input type="checkbox"/> Umbrella <input type="checkbox"/> Other than Umbrella Form				Each Occurrence \$ _____ Aggregate \$ _____
	<input type="checkbox"/> Worker's Compensation and Employer Liability				Statutory \$ _____ Each Accident \$ _____ Disease-Policy Limit \$ _____ Disease-Each Employee \$ _____
	Property Insurance <input type="checkbox"/> Course of Construction				Amount of Insurance \$ _____

Description of Operations/Locations/Vehicles/Restrictions/Special Items

THE FOLLOWING PROVISIONS APPLY:

- None of the above-described policies will be canceled until after 30 days' written notice has been given to the City at the address indicated below.
- The City, its officials, officers, employees and volunteers are added as insureds on all liability insurance policies listed above.
- It is agreed that any insurance or self-insurance maintained by the City will apply in excess and not contribute with, the insurance described above.
- The City is named a loss payee on the property insurance policies described above, if any.
- All rights of subrogation under the property insurance policy listed above have been waived against the City.
- The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

CERTIFICATE HOLDER/ADDITIONAL INSURED

(City) CITY OF SEBASTOPOL
ATTN: PUBLIC WORKS DEPARTMENT
714 JOHNSON STREET, SEBASTOPOL, CA 95472

AUTHORIZED REPRESENTATIVE

SIGNATURE _____
TITLE _____
PHONE NO: _____

INSURER _____
POLICY NO: _____
COMMERCIAL GENERAL LIABILITY _____
ENDORSEMENT NO: _____

ISO FORM CG 20 10 11 85 (MODIFIED)
EXPIRATION DATE _____

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS COMMERCIAL GENERAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE CITY OF SEBASTOPOL

Name of Organization: CITY OF SEBASTOPOL
Department of Public Works/Engineering
714 Johnson Street
Sebastopol, CA 95472

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of "your work" performed for that insured.

1. The insured scheduled above includes the insured's elected or appointed officers, officials, employees and volunteers.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it
3. The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Entity.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Signature-Authorized Representative

Address

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
For CITY OF SEBASTOPOL (the "City")

Submit in Duplicate

Endorsement # _____ Issue Date: (mm/dd/yy) _____

PRODUCER:

TELEPHONE:

NAMED INSURED:

POLICY INFORMATION:

Insurance Company:
 Policy Number:
 Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE:

- Included in Limits
- In Addition to Limits

- Deductible
- Self-Insured Retention (check which) of \$ _____

- APPLICABILITY:** This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered:
CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

- COMMERCIAL AUTO POLICY
- BUSINESS AUTO POLICY
- OTHER _____

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ _____ per accident, for bodily and property damage.

CLAIMS: Underwriter's representative for claims Pursuant to this insurance.

Name: _____
 Address: _____
 Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **INSURED:** The City, its officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured or for which the Named Insured is responsible.
2. **CONTRIBUTION NOT REQUIRED:** As respects to work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall: (a) be primary insurance as respects to the City, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Named Insured's insurance and not contribute with it.
3. **CANCELLATION NOTICE:** With respect to the interests of the City, this insurance shall not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
4. **SCOPE OF COVERAGE:** This policy affords coverages at least as broad as:
 - (1) If primary, Insurance Services Office form number CA0001 (Ed. 1/87), Code 1 ("any auto"); or
 - (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF SEBASTOPOL
 ATTN: PUBLIC WORKS DEPARTMENT
 714 JOHNSON STREET
 SEBASTOPOL, CA 95472

AUTHORIZED REPRESENTATIVE

- Broker/Agent
- Underwriter
- _____

I _____ (Print/Type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature herein do so bind this company to this endorsement.

SIGNATURE: _____
 (Original Signature Required)

Telephone: (____) _____ Date Signed _____

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT
For CITY OF SEBASTOPOL (the "City")

Submit in Duplicate

Endorsement #

Issue Date: (mm/dd/yy)

PRODUCER:

TELEPHONE #: ()

NAMED INSURED:

POLICY INFORMATION:

Insurance Company:

Policy Number:

Policy Period: (from) _____ (to) _____

OTHER PROVISIONS:

CLAIMS: Underwriter's representative for claims
Pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

EMPLOYER'S LIABILITY LIMITS

\$ _____ (Each Accident)

\$ _____ (Disease-Policy Limit)

\$ _____ (Disease-Each Employee)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **CANCELLATION NOTICE:** This insurance shall not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
2. **WAIVER OF SUBROGATION:** This Insurance Company agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER:

CITY OF SEBASTOPOL
ATTN: PUBLIC WORKS DEPARTMENT
714 JOHNSON STREET
SEBASTOPOL, CA 95472

AUTHORIZED REPRESENTATIVE

Broker/Agent

Underwriter

○ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature herein do so bind this company to this endorsement.

SIGNATURE:

(original signature required)