



# CITY OF WHEATLAND

## CITY COUNCIL MEETING STAFF REPORT

April 27, 2021

**SUBJECT:** Agreement with Wheatland Little League for use of the facilities at Nichols Park

**PREPARED BY:** Jim Goodwin

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### **Recommendation**

Staff recommends the City Council approve the agreement and direct the City Manager to sign.

### **Background/Discussion**

The current agreement with Wheatland Little League (WLL) for use of the facilities at Nichols Park was approved in 1983 and has not been updated to current standards. The attached agreement was negotiated with the current Wheatland Little League President and subsequently approved by the WLL Board of Directors.

Reimbursement for expenses related to WLL use of the property has not increased, however the payment terms have changed. WLL will now make two payments to the city each year, with the cost based on the actual expenses incurred during the prior calendar year. The liability insurance requirement has been increased to current city standards.

The new agreement requires an annual meeting to ensure good communication between the City and the WLL Board of Directors.

### **Alternatives**

The City Council may choose not to approve the agreement and direct the City Manager to negotiate different terms.

### **Fiscal Impact**

There is no fiscal impact as reimbursement to the City for WLL expenses will continue.

### **Attachments**

[Include as necessary – please number]

1. Current WLL Agreement
2. New WLL Agreement

AGREEMENT

Agreement made this 6th day of June, 1983, between the City of Wheatland, herein called lessor, and South Sutter Little League, a non-profit corporation organized under the laws of California for charitable purposes, herein called lessee, witnesseth:

In consideration of mutual agreements herein contained and other good and valuable consideration, lessor leases to lessee, commencing June 6, 1983, the following described property:

Portion of Section 12 as shown upon the map of the Johnson Rancho, on file in the office of the County Recorder of the County of Yuba, State of California, in Book 3 of Maps, Page A, and being more particularly described as follows:

Beginning at a point which bears south 64°00' West a distance of 67.95 feet from the most westerly corner of Lot 42 as shown upon the amended map of Nichols Subdivision on file in the office of the County Recorder of the County of Yuba, State of California, in Book 5 of Maps, Page 14; thence South 64°00' West a distance of 452.61 feet to the northeasterly right of way line of the Southern Pacific Railroad right of way; thence North 54°00' West along said northeasterly right of way line a distance of 450 feet; thence North 64°00' East a distance of 452.61 feet to a point that bears North 54°00' West a distance of 450 feet from the point of beginning; thence South 54°00' East a distance of 450 feet to the point of beginning, contained 4.13 acres.

Subject to rights, rights of way, easements, restrictions and conveyance of record.

Lessee shall use the leased premises for construction and use as Little League baseball facility purposes, and none other, shall keep the premises open to all members of the public subject to reasonable playground regulations, with regularly scheduled Little League Baseball having precedence to use, and shall make no alterations or improvements to the leased premises inconsistent to Little League Baseball use. If lessee elects to remove any improvements placed on the leased premises

by lessee, lessee shall repair any damage caused by the removal. No permanent improvements or alterations of any kind shall be made on the leased premises without the prior written consent of lessor. All provisions of this lease inconsistent with the above provisions of this paragraph are hereby deleted.

Lessee will keep the premises in good condition and repair at its own expense, and lessor shall have no obligation to make any repairs or improvements of any kind. Lessee hereby agrees to indemnify lessor from and against any and all claims asserted by third parties and any and all damages or expenses arising from or related to the leased premises or lessee's use of the leased premises or arising from acts or occurrences on the leased premises, however caused; and lessee hereby waives any claims against lessor, its agents or employees, arising from or related to the use or condition of the leased premises or resulting from any accident or occurrence on the leased premises. Lessee will reimburse lessor for any costs, expenses, or fees incurred by lessor in any litigation or negotiations prior to litigation, to which lessor may be a party or be involved, caused by acts of lessee or due to accidents or occurrences against any liability for which lessee has hereby agreed to indemnify lessor.

///

Witness the hands and seals of the parties hereto the  
day and year first above written.

  
MAYOR

  
PRES.

# CERTIFICATE OF LIABILITY INSURANCE

DATE 12/28/07

**Keystone Risk Managers, LLC**  
**1995 Point Township Drive**  
**Northumberland, PA 17867**

CERTIFICATE # 148750-1

4 05 02

ADDITIONAL NAMED INSURED:

WHEATLAND/SOUTH SUTTER LL  
 JIM DEMELLO  
 PO BOX 1181

WHEATLAND CA 95692

**INSURERS AFFORDING COVERAGE:**

INSURER A: LEXINGTON INSURANCE COMI

INSURER B: NATIONAL UNION FIRE INSUR/  
 (Non-Liability) COMPANY OF PITTSBURGH, PA

INSURER C: LANDMARK INSURANCE COMI

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ADD'L INSURD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS		
X	GENERAL LIABILITY	5098195-03	1/01/2008	1/01/2009	EACH OCCURRENCE	\$1,000,000	
	X OCCURRENCE				GENERAL AGGREGATE	\$2,000,000	
	X INCL. PARTICIPANTS				PROPERTY DAMAGE DEDUCTIBLE: \$250	PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
	X SEXUAL ABUSE					SEXUAL ABUSE OCCURRENCE	\$1,000,000
					SEXUAL ABUSE AGGREGATE	\$2,000,000	
X	DIRECTORS & OFFICERS	162-1200	1/01/2008	1/01/2009	EACH LOSS	\$1,000,000	
					AGGREGATE	\$1,000,000	
X	CRIME COVERAGE				EACH LOSS	\$35,000	
					Crime Deductible: \$250 Property/\$1,000 Money	AGGREGATE	NONE
X	SPORTS EXCESS ACCIDENT	SR09105434	1/01/2008	1/01/2009	As in Master Policy Med. Max. \$100,000 Ded. \$50	As in Master Policy Excess	

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

### ADDITIONAL INSURED

Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organization and subject to the following additional exclusions:

- Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless performed by the above named Little League and
- That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

CITY OF WHEATLAND 2. WHEATLAND SCHOOL DISTRICT 3. WHEATLAND UNION HIGH SCHOOL DISTRICT 4. YUBA COMMUNITY COLLEGE 5. PLACER COUNTY 5. COUNTY OF SUTTER, MEMBERS OF THE BOARD, OFFICERS, AGENTS AND EMPLOYEES INSURANCE IS PRIMARY

INSURED

Little League Baseball Risk Purchasing Group, Inc.  
 139 U.S. RT. 15 HIGHWAY  
 South Williamsport, PA 17702

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.

AUTHORIZED REPRESENTATIVE

## LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into effective April 27, 2021 ("Effective Date") by The City of Wheatland, a City and Municipal Corporation, in the County of Yuba, State of California ("City") and Wheatland Little League ("Licensee") who agree as follows:

### 1. Recitals

This Agreement is made with reference to the following background recitals:

1.1. The City owns a certain real property, commonly known as Nichols Park ("Property"), of which a part is Tom Abe Memorial Little League Field and which Property is more particularly described in Exhibit "A" attached hereto and incorporated herein.

1.2. Licensee, and its predecessor organization South Sutter Little League, under a previous and now-revoked agreement with the City, has conducted Little League baseball and softball games and associated league operations at and upon the Property since 1983.

1.3. The Purpose of this Agreement is to set forth the terms under which the City will grant to Licensee a personal, revocable, non-exclusive, and non-assignable privilege and permission to enter into and on the Property for the use of portions thereof for the specific purposes provided for and described in this Agreement ("License").

### 2. License

2.1. **License.** Subject and pursuant to the terms of this Agreement, the City grants to Licensee a personal, revocable, non-exclusive, and non-assignable privilege to enter into and on the Property for the use of a portion of the Property which includes the Tom Abe Memorial Little League Field, T-ball field, grandstand, bleachers, parking, restrooms and snack bar ("Field").

2.2. **Licensee.** Licensee, a not-for-profit corporation organized under the laws of the State of California, is the operator of a baseball and softball league for children and an affiliate organization of the not-for-profit corporation, Little League International. Licensee, as used in this Agreement, means the not-for-profit corporation Wheatland Little League, and its officers, employees, members, and volunteers, acting in their capacity as such. Licensee does not mean the not-for-profit corporation Little League International.

2.3. **Scope of License.** The License permits Licensee to use the Field only for the purpose of operating a Little League International-affiliated baseball and softball league for children. Such operation and use is limited to the following activities: (a) Little League baseball and softball team try-outs, team practice, and games, (b) sale of specified concessions, (c) select other Little League-associated events such as end-of-season awards

ceremonies, team parties, and fundraisers, and (d) for purposes of Field preparation, clean-up, and other maintenance as specified in paragraph four of this section, during the Little League season which for purposes of this Agreement is January 1 – December 31. Licensee shall provide to City twice annually a schedule of uses and associated dates and times for such uses that it anticipates for the upcoming period (“Scheduled Uses”). Such schedule shall be provided to City on June 30<sup>th</sup> and December 30<sup>th</sup> of each calendar year. In the event of schedule changes, Licensee shall promptly notify the City.

**2.4. Annual Meeting.** The City and Licensee shall meet in February of each calendar to review operations, maintenance and scheduling issues related to Licensee’s use of the Field.

**2.5. Other Uses of Property and Field.** The City reserves the right to use the Property, inclusive of the Field, for any reason, at any time during the Little League season upon written notice to Licensee, provided that such use does not interfere with Licensee’s Scheduled Uses of the Field for Little League operations pursuant to section 2.3.

**2.6. Maintenance and Inspection of Field.** Licensee acknowledges and agrees that the Field is in good, safe condition as of the effective date of this Agreement. For the entirety of the Little League season, Licensee shall be responsible for keeping the Field in the same quality condition as that which it is in as of the effective date of this Agreement, and shall perform the following maintenance of the Field: (a) preparation of the playing fields for the Little League games, which preparation involves the dragging and raking of fields following use, (b) keeping the property free of litter and other debris at all times, and (c) maintaining the fields, dugouts, bleachers, interior of all buildings, and all other Field improvements. Licensee further agrees that it shall periodically inspect all fields, dugouts, bleachers, interior of all buildings, and all other Field improvements for any potential hazards or any other potentially unsafe conditions, including but not limited to such conditions that have the potential to result in bodily injury or death to any person who enters upon the Field, whether such entrance is permitted or not. If, upon such inspection, Licensee identifies or otherwise becomes aware of any potential hazards or other potentially unsafe conditions that may exist on the Field, Licensee shall immediately notify the City of such findings or information. If, at any point, Licensee becomes aware of any potential hazard or other potentially unsafe condition upon the Property, Licensee shall immediately notify the City of such. Licensee shall not undertake any repairs or modifications, nor contract with a third-party for any repairs or modifications to the Field or the Property without written approval of the City.

**2.7. Field Access.** Licensee shall leave the Field unlocked, accessible, and available for use by the general public at all times except during Licensee’s Scheduled Use or Licensee’s other uses, as approved by the City. Notwithstanding the above, Licensee shall lock the dugouts and bull pens when not in use pursuant to paragraph two of this section.

**2.8. No Authority to Authorize Use.** Licensee shall not have authority to permit, grant permission to, or otherwise authorize any other person, group, organization, or entity to use the Property or the Field in any manner or for any purpose, including, but not limited to, inquiries from the general public as to the availability of the Property or Field for public use. Licensee shall direct any such inquiries to contact the City as to their rights, privileges, or permissions to use the Property or Field.

**3. Maintenance and Utility Charges Reimbursement.**

**3.1. Services Provided and Amount.** Licensee shall reimburse the City for the operational costs of Licensee's use of the Field. Licensee shall pay to the City, two times a year, an amount based on Exhibit B, which payment is for maintenance of the Field, exclusive of any maintenance required to be performed by Licensee pursuant to Section 2.6 of this Agreement, including but not limited to clean-up, restroom maintenance, and provision of water, sewer, and electricity services to the Field, and which payment is further described in Exhibit B. Payments shall be made on June 30<sup>th</sup> and December 30<sup>th</sup>. The amount payable for operational costs in Exhibit B will be adjusted on July 1 of each year and will reflect actual costs for the prior calendar year. For 2021 only, operational costs will be based on actual costs in calendar year 2019.

**4. Prohibitions**

**4.1. Prohibition on Structures and Improvements.** At no time, and under no circumstances shall Licensee erect, place, install, or cause or permit to be erected, placed, or installed any structures or improvements, whether temporary or permanent, including, but not limited to, buildings, poles, fences, or any other structure, improvement or device not here listed, upon or within the Property, inclusive of the Field, without the prior express written consent of the City.

**4.2. Prohibition on Other Burdens and Encumbrances.** Licensee shall not place, or permit to be placed, any roadway, easement, or other burden, restriction, or encumbrance upon the Property. Licensee shall cause to be removed any roadway, easement, or other burden, restriction, or encumbrance on the Property which did not exist as of the effective date of this Agreement and that is not expressly consented to in writing by the City.

**5. Term of Agreement**

**5.1. Indefinite Term.** This Agreement, and the License granted by it, shall remain in effect unless and until Agreement is terminated and License is revoked by City, or Licensee informs City that that it no longer desires the License granted herein.

**5.2. Termination.** The License granted by this Agreement is without any consideration and merely an accommodation to the Licensee. The Agreement may be terminated and the License may be revoked at any time, for any reason, and without case



by the City upon written notice to Licensee stating the effective date of any such termination and revocation.

## **6. Insurance**

**6.1. Type and Amount.** Licensee shall procure, maintain and keep in full force and effect insurance as described herein, for the entire term of this Agreement. Licensee, at Licensee's sole cost and expense, will procure and maintain on the Property bodily injury and property damage insurance with a combined single limit of at least \$2 million per occurrence. Such insurance will insure, on an occurrence basis, against all liability of Licensee, its officers, employees, volunteers, members, guests, invitees, agents, independent contractors, and lenders arising out of or in connection with Licensee's use of the Property and Field, as provided for herein. City, its officers, officials, employees, volunteers, agents, and assignees will be named as additional insureds on Licensee's policy(ies).

**6.2. Certificate of Insurance.** Licensee will provide to City a certificate of insurance evidencing the coverage required by this section prior to entering on or using the Property.

## **7. Indemnification of City**

**7.1.** Licensee agrees that it shall indemnify, defend, protect, and hold harmless the City, and its officers, officials, employees, volunteers, agents, and assignees from and against any and all liability, loss, damage, expense, penalties, and costs (including attorney fees investigation costs and litigation costs) arising out of, in connection with, or on account of (a) Licensee's use of the Field, including any use by Licensee's members, guests, and invitees; (b) the condition of the Field; (c) any building, structure, alteration, addition, improvement, fixture, furnishing, material, or equipment constructed, made, installed, or placed in or on the Field at the request or direction of Licensee or any officer, employee, volunteer, agent, contractor, member, guest, or invitee of Licensee; (d) Licensee's failure to perform or otherwise comply with any provision of this Agreement; and (e) any claims pursuant to prior agreements between the parties related to the subject Property which prior agreements did not provide for indemnification by Licensee to the City; but excepting any loss or damage caused by the sole and exclusive negligence or willful misconduct of the City. The indemnity obligations specified in this section shall survive the expiration or termination of this Agreement and shall remain effective and enforceable for any occurrence or event occurring prior to the expiration or termination of this Agreement. The indemnity obligations herein include the obligation to defend, with counsel acceptable to the City, and to hold harmless, to the fullest extent allowed by law, the City, its officers, officials, employees, volunteers, agents and assignees.

**8. General Provisions**

**8.1. Compliance with Laws.** Licensee shall at all times comply with all applicable federal, state, and local laws and regulations.

**8.2. Integration.** This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this Agreement among the parties concerning the subject matter addressed herein. As of the effective date of this Agreement, any prior agreements, including any negotiations, representations, or understandings, between the parties concerning the Property are terminated, with the exception that any provisions in prior agreements providing for indemnity by Licensee to the City shall survive such termination, irrespective of whether such prior agreement provided for such survival. Licensee further agrees that where any prior agreement did not provide for indemnification by Licensee to the City, the provisions of Section 7.1 of this Agreement shall apply to any liability, loss, damage, expense, penalties, and costs (including attorney fees investigation costs and litigation costs) arising out of, in connection with, or on account of Licensee's use of the Property under the terms of prior agreements. As of the effective date of this Agreement, this Agreement shall control Licensee's rights and obligations concerning the Property and the Field.

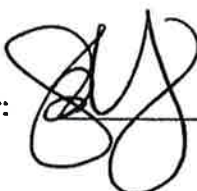
**8.3. Modification.** Any modification of this Agreement shall be binding only if evidenced in writing, signed by City and Licensee.

**8.4. Notice.** Any notice or other communication required by this Agreement must be in writing and delivered by one of the following ways: (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices shall be addressed as follows:

**To the City:** City of Wheatland  
Attention: City Manager  
111 C Street  
Wheatland, Ca 95692

**To the Licensee:** Wheatland Little League  
Attention: President  
P.O Box 1181  
Wheatland, Ca 95692

In witness whereof, the parties have executed this Agreement on the date set forth below.

By:  \_\_\_\_\_

Jessica Young  
President  
Wheatland Little League

Dated: 4/12/2021

By: \_\_\_\_\_  
Jim Goodwin  
City Manager  
City of Wheatland

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_  
Lisa J. Thomason  
City Clerk  
City of Wheatland

## **EXHIBIT A**

### **Description of Nichols Park**

Portion of Section 12 as shown upon the map of the Johnson Rancho, on file in the office of the County Recorder of the County of Yuba, State of California, in Book 3 of Maps, Page A, and being more particularly described as follows:

Beginning at a point which bears South 64 °00' West a distance of 67.95 feet from the most westerly corner of Lot 42 as shown upon the amended map of Nichols Subdivision on file in the office of the County Recorder of the County of Yuba, State of California, in Book 5 of Maps, Page 14; thence South 64 °00' West a distance of 452.61 feet to the northeasterly right of way line of the Southern Pacific Railroad right of way; thence North 54 °00' West along said northeasterly right of way line a distance of 450 feet; thence North 64°00' East a distance of 452.61 feet to a point that bears North 54 °00' West a distance of 450 feet from the point of beginning; thence South 54 °00' East a distance of 450 feet to the point of beginning, contained 4.13 acres.

Subject to rights, rights of way, easements, restrictions and conveyance of record.

**Exhibit B--Operational Charges**

<b>Electricity</b>	
103 C Street	Electric Charges
Jan-19	\$124.08
Feb-19	\$223.85
Mar-19	\$322.74
Apr-19	\$516.18
May-19	\$306.30
Jun-19	\$580.30
Jul-19	\$228.57
Aug-19	\$213.19
Sep-19	\$155.66
Oct-19	\$155.54
Nov-19	\$110.17
Dec-19	\$73.60
<b>2019 CHARGES</b>	<b>\$3,010.18</b>

<b>Snack Bar Little League</b>	
105 C St	Water Charges
Jan-19	\$51.04
Feb-19	\$51.04
Mar-19	\$51.04
Apr-19	\$51.04
May-19	\$42.95
Jun-19	\$42.95
Jul-19	\$42.95
Aug-19	\$42.95
Sep-19	\$42.95
Oct-19	\$45.85
Nov-19	\$45.85
Dec-19	\$45.85
<b>2019 CHARGES</b>	<b>\$556.46</b>

<b>Field--Little League</b>	
107 C St	Water Charges
Jan-19	\$114.10
Feb-19	\$113.24
Mar-19	\$103.30
Apr-19	\$102.10
May-19	\$48.96
Jun-19	\$161.84
Jul-19	\$94.11
Aug-19	\$312.77
Sep-19	\$201.18
Oct-19	\$499.85
Nov-19	\$97.12
Dec-19	\$98.73
<b>2019 CHARGES</b>	<b>\$ 1,947.30</b>

<b>Total Charges for 2019</b>	<b>\$5,513.94</b>
<b>Payment Due June 30, 2021</b>	<b>\$2,756.97</b>
<b>Payment Due December 30 2021</b>	<b>\$2,756.97</b>