



City of Sacramento City Council

9

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 11/13/2012

Report Type: Consent

Title: Agreement: Hobo Sports Exclusive Right to Negotiate

Report ID: 2012-00905

Location: 3565-3615 Auburn Boulevard, District 2

Recommendation: Pass a motion authorizing the City Manager, or the City Manager's designee, to execute an Exclusive Right to Negotiate agreement with Hobo Sports Inc. to provide for an evaluation of the organizational and financial capacity to design, finance, renovate and operate the Harry Renfree Baseball Field in Del Paso Regional Park.

Contact: Shannon Brown, Park Maintenance Manager, (916) 808-4070; Murray Levison, Administrative Officer, (916) 808-6195, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Park Operations Administration

Dept ID: 19001311

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Agreement
- 4-Request for Letters of Interest
- 5-Hobo Sports Letter of Interest

City Attorney Review

Approved as to Form
Sheryl Patterson
11/1/2012 2:27:29 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
10/26/2012 1:00:04 PM

Approvals/Acknowledgements

Department Director or Designee: Jim Combs - 11/1/2012 11:19:19 AM



Description/Analysis

Issue: The Department of Parks and Recreation is seeking an outside entity to design, finance, renovate and operate the Harry Renfree Baseball Field in Del Paso Regional Park. Renfree Field had been in use for several decades until it recently fell into disrepair and was closed. The Department does not have the funds to renovate the facility nor the funds to properly operate it, so a decision was made to identify a nonprofit or for-profit entity that was willing and able to take on this project to reopen the field to baseball leagues and tournaments.

On April 26, 2012, the Department issued a Request for Letters of Interest (see Attachment 3). Letters of Interest were received from two entities: Hobo Sports Inc. and Friends of Renfree Field. Due to proprietary concerns, each proposal lacked information regarding the proposer's financial capacity, the cost estimates to undertake repairs and improvements and the anticipated revenues. Such financial information would be available to the City when an Exclusive Right to Negotiate (ERN) agreement is in place.

Based on the qualifications and experience of the Hobo Sports Inc. (Hobo) team and its preliminary work plan, the Department recommends an Exclusive Right to Negotiate agreement with Hobo be authorized. With the agreement in place, City staff would be able to conduct negotiations with Hobo to determine if a lease agreement can be reached to allow for renovation of Renfree Field for use by baseball leagues and for possible financial compensation to the City. If negotiations are successful, the scope of work for the capital improvements, phasing schedule, marketing plan, planned uses, and other matters would be set out in a lease agreement that would be brought to City Council for approval.

The initial term of the ERN is for 180 days to allow the Hobo team to prepare detailed plans for renovation and operation and for the City to evaluate those plans and the operational and financial ability of Hobo to undertake those plans. The term would be extended automatically by 90 days if Hobo submits the renovation, marketing and operations plans and financing information within the original 180 days.

A key purpose of the ERN is to allow Hobo to confidentially provide the City with its proprietary marketing and financial information for purposes of conducting a thorough evaluation and negotiation of a proposed lease agreement.

Policy Considerations: Securing a partner to renovate and operate Renfree Field is consistent with the City's strategic plan to achieve sustainability and livability and its mission to protect, preserve and enhance the quality of life for present and future generations.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): This report concerns approval to conduct feasibility and planning studies for possible future action and is exempt from environmental review under Section 15262 of the CEQA Guidelines.

Sustainability Considerations: Not applicable.

Commission/Committee Action: None.

Rationale for Recommendation: Approval of this agreement will allow for the confidential submittal and a comprehensive review of Hobo's renovation, marketing and operations plans and financing information.

Financial Considerations: At this time, the only costs to be expended by the City are the nominal cost of staff's involvement in the review and negotiations process. Should agreement be reached on a proposed lease agreement, the financial terms of that lease agreement will be presented to City Council for review and discussion.

Emerging Small Business Development (ESBD): There are no ESBD considerations with this report.

BACKGROUND

Harry Renfree Baseball Field is located at 3565-3615 Auburn Boulevard in Del Paso Regional Park just east of the Watt Avenue exit of Interstate 80. Renfree Field was built in 1967 to provide a premier baseball facility for local youth and adult baseball organizations. The last significant renovation occurred in 2000 when the baseball field was rebuilt, a new irrigation system was installed and the bleachers and backstop were repainted.

Renfree Field had been in use for decades until it recently fell into disrepair and was closed. The copper wiring in the electrical and irrigation systems has been stolen, so currently there is no operating well or pumps to irrigate the field, nor are there any operating lights. The current condition of the existing well is such that it does not produce potable water, and a new water line to connect to a water main in the adjacent street may be needed. The restroom facilities and concession stand building are old and antiquated. A fire at the facility in late September 2012 damaged the two-story building in which the press box and restrooms are located.

Similar to the process for keeping open some of the City's community centers with leases and partnerships, the Department of Parks and Recreation is seeking to reopen Renfree Field. A Request for Letters of Interest (Attachment 4) was used to solicit proposals from nonprofit and for-profit entities that would design, finance, renovate and operate Renfree Field and would share some of their revenue with the City. Because of the significant capital expenditures that could be required to reopen Renfree Field, a long-term lease is anticipated.

Two proposals were submitted; by Hobo Sports Inc. (Hobo) and Douglas Ose. Each proposal lacked information regarding the proposer's financial capacity, the cost estimates to undertake repairs and improvements and the anticipated revenues, claiming that such information was proprietary. Because Hobo addressed all of the other submittal requirements regarding personnel, qualifications, experience, preliminary work plan and field use plan, staff is recommending that the City enter into negotiations with Hobo. A copy of Hobo's Letter of Interest is provided as Attachment 5.

Hobo's financial information would be available to the City when an Exclusive Right to Negotiate (ERN) agreement is in place. The ERN process will allow for evaluating Hobo's business plan to undertake the renovation work and operate the facility, as well as the potential lease revenues that may be paid to the City based on gross receipts and operating costs. In addition, further information regarding the scope of the improvements, costs and implementation schedule, and agreements with the athletic leagues for use of the field, would be requested.

An "exclusive right to negotiate" means that the City will commit to discuss the merits of renovating and operating Renfree Field with Hobo exclusively during the term of the ERN. This means that the City will not solicit other proposals or discuss the same

project scope with others during this period when the City will be evaluating the merits of Hobo's plan.

An ERN is not a commitment of the City to implement Hobo's plan or to approve any development project as envisioned in that plan. In fact, the City cannot make any binding commitments to approve Hobo's plan until all aspects of the plan have been thoroughly evaluated under the California Environmental Quality Act (CEQA). Any proposed lease agreement would be brought to City Council for approval.



AGREEMENT FOR EXCLUSIVE RIGHT TO NEGOTIATE LEASE FOR RENFREE FIELD

The CITY OF SACRAMENTO, a municipal corporation, ("CITY") and HOBBO SPORTS INC., a California corporation ("PROPOSER") have entered into this Agreement for Exclusive Right to Negotiate ("Agreement") as of _____, 2012 ("Effective Date"). CITY and PROPOSER hereinafter may be referred to collectively as the "Parties" or in the singular as "Party," as the context requires.

RECITALS

A. CITY owns the Harry Renfree Baseball Field (the "Facility") located at 3565-3615 Auburn Blvd. in the Del Paso Regional Park. The Facility was built in 1967 as a premier baseball facility for use by youth and adult baseball leagues and semi-professional baseball leagues. The Facility was renovated in 2000 and was last used in 2010-11. The Facility is fenced and has one baseball field, bleachers to seat 300 persons, a press box, locker rooms and restrooms, a concession stand, a small park with a children's play area, and a paved parking lot that can accommodate 120 vehicles.

B. Due to copper wiring theft and vandalism in 2011, the electrical and irrigation systems became non-functional and parts are missing. The field is in disrepair due to the lack of irrigation and the turf would need to be replaced and the field reconditioned. The existing water well is inoperable and does not produce potable water. Improvements to the well, as well as a water line extension or other means to supply potable water, would be needed to operate the Facility. The buildings are old and antiquated and the concession stand and the fixtures and plumbing in the restrooms need to be replaced. A recent fire destroyed a locker room building and scoring booth. The buildings and facilities do not meet current accessibility requirements. The adjacent Arcade Creek has in the past overflowed its banks and flooded the electrical equipment building. The electrical system is inoperable and needs to be replaced, and some lighting fixtures may need to be replaced. CITY has no funding to undertake the necessary repairs and improvements.

C. The CITY issued a Request for Letters of Interest in April of 2012 and received two submittals, both of which lacked information regarding the proposer's financial capacity, the cost estimates to undertake repairs and improvements, and the anticipated revenues for operations at the Facility, due to proprietary concerns. Based on the qualification and experience of the PROPOSER's team and its preliminary work plan, the CITY selected the PROPOSER with which to conduct negotiations to determine if a lease agreement can be reached to allow for renovation of the Facility for use by baseball leagues and possible financial compensation to CITY. The scope of work for the capital improvements, phasing schedule, marketing plan, planned uses, and other matters will be set out in the lease agreement. The Parties intend that PROPOSER's submittal dated May 30, 2012 ("Proposal") will be the initial basis for the negotiations regarding the transfer of the CITY's Facility to the PROPOSER to improve and operate the Facility.

AGREEMENT

NOW, THEREFORE, based on the Recitals, the mutual promises and covenants of the Parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Identity of PROPOSER. During the Term of this Agreement, as defined in Section 3, below, PROPOSER shall make full disclosures to CITY of the identity of all principals, officers, stockholders, partners, joint venturers, and entities in Hobo Sports Inc. As of the Effective Date, the principals of PROPOSER are Howard Bowens, Steven Whitesides, Robert Beard, Darryl Ivey and Monica Montoya. Howard Bowens is the President of Hobo Sports Inc. and is authorized to enter into this Agreement on behalf of PROPOSER.
2. Exclusive Negotiation. During the term of this Agreement, the Parties shall negotiate exclusively with each other and in good faith regarding the scope of the Facility renovation work and the terms for the lease of the Facility. The Parties acknowledge and agree that neither Party is obligated by this Agreement or otherwise to undertake the work or to lease the Facility, and that no Party has a cause of action against the other arising under this Agreement for failure to approve or undertake the work or to lease the Facility.
3. Term. This Agreement shall be effective as of the Effective Date and shall terminate one hundred and eighty (180) days thereafter (“Initial Term”) unless: (i) sooner terminated as provided herein, (ii) extended as described below or by written agreement of the Parties, or (iii) the Parties enter into a lease agreement prior to the Expiration Date.

The Initial Term will automatically extend for an additional ninety (90) days (“Extension Period”) by written acknowledgment and without a formal amendment if PROPOSER submits substantially detailed, complete and accurate plans, cost estimates, and financial information, as described in Sections 4, 6, and 7 below, to CITY prior to the expiration of the Initial Term. If the PROPOSER does not submit the required documents within the time periods specified in Section 8, below, this Agreement will automatically expire at the end of the Initial Term.

4. Preparation of Plans and Cost Estimates. In accordance with the Milestone Schedule set forth in Section 8, PROPOSER shall proceed with a detailed evaluation of the Facility conditions and the regulatory requirements to prepare Facility renovation plans and cost estimates, along with a preliminary Facility marketing and operations plan to determine sources and uses of the funds required to undertake the renovations and operate the Facility. PROPOSER shall be solely responsible for paying the costs for preparing the plans and studies as may be needed to develop the Facility renovation plan and cost estimates.
5. CITY as Government Entity. If the Parties develop the business terms for a lease agreement, CITY as a regulatory agency must undertake environmental review of the

proposed project pursuant to CEQA and may impose conditions which could alter the proposed scope of the renovation plans and improvement costs. In addition, if a lease agreement is approved and executed by the CITY, the regulatory permits, land use entitlements and building permit requirements required to undertake the Facility renovation work could result in costs which exceed PROPOSER's cost estimates, and CITY makes no guarantees that CITY permits would be approved and issued.

Notwithstanding CITY's approval of this Agreement, CITY has not made any pre-commitments to approve and issue such permits and entitlements, or the schedule as to when such permits and entitlements may be approved. CITY, acting as a governmental entity in evaluating the application for the permits and entitlements, will be acting in its capacity as a municipal land use regulatory authority and shall have no obligation whatsoever to exercise its discretion in any particular manner, and CITY reserves its full discretion in that regard.

In addition, this Agreement does not restrict the legislative and discretionary authority of the CITY in any manner, whatsoever, and does not obligate the CITY to enter into the lease agreement or to take any course of action with respect to the transfer of the Facility to PROPOSER. This Agreement shall not be construed as a development agreement within the meaning of Government Code Section 65864 *et seq.* CITY shall not be liable, in any respect, to PROPOSER or any third party beneficiary of this Agreement for CITY's approval or disapproval of the plans, permits, entitlements, or the lease agreement.

6. Financing Commitments. During the term of this Agreement, PROPOSER shall secure binding commitments from a lender to finance the Facility renovation work and submit same to CITY for its approval within the time period specified in Section 8, below. CITY shall not be obligated to enter into the lease agreement before CITY approves the preconditions set out in such lender commitment letters or agreements, and CITY approves the schedule for the Facility renovation and operations. It is the CITY's interest that the Facility be completely renovated as soon as is reasonably feasible so that it will be available for rental by baseball leagues, the Facility will be an attractive asset for the community, and the Facility operations will benefit the public.

7. Concession Operations. During the term of this Agreement, PROPOSER shall submit its food concession operating plan outlining the proposed food services and the hours of operation for CITY's approval within the time period specified in Section 8, below. Subject to the Parties' mutual agreement, the lease agreement may include terms which restrict the type of food service (such as alcohol sales), the operating schedule if it is to extend beyond the days and time periods when baseball games and other events are held at the Facility, and operations which generate a high parking demand that may exceed the capacity of the Facility parking lot.

8. Negotiation Schedule. The Parties shall perform the following stated obligations at the times specified in the following Milestone Schedule:

Responsible Party	Action	Due Date
PROPOSER and CITY	Meet and confer concerning progress of the tasks set out in this Agreement.	As needed at least once a month, with the first meeting commencing not later than thirty (30) days from the Effective Date.
PROPOSER	Submit all plans and studies, projected costs and revenues, and sources and uses of funds as described in Section 4.	Within three (3) months from Effective Date.
PROPOSER	Submit concession operating plan as described in Section 7.	Within four (4) months from the Effective Date.
PROPOSER	Submit lender financing commitment as described in Section 6.	Within thirty (30) days after CITY approval of the renovation scope of work and cost estimate.
PROPOSER	Submit other information as requested by CITY.	Within ten (10) days of request, or as deemed reasonable by the Parties.

9. Defaults and Termination or Expiration. Neither CITY nor PROPOSER shall be in default of this Agreement unless it: (i) fails to fulfill its obligations when due, which failure is not caused by the other Party, (ii) does not negotiate the lease agreement terms in good faith and subject to the preconditions stated in this Agreement, or (iii) does not reasonably cooperate with the other in fulfilling the other's obligations under this Agreement. The defaulting Party shall have thirty (30) days to cure the default. Should the defaulting Party fail to cure the default within the thirty (30) days, the nondefaulting Party may terminate this Agreement by written notice to the defaulting Party, and may pursue equitable remedies available to it for such default. The remedies contained in this Section 9 are the sole exclusive remedies for default of this Agreement, and neither Party may claim, as a result of a default of this Agreement, any damages, whether monetary, non-monetary, contingent, consequential or otherwise.

After termination of this Agreement for default of PROPOSER or expiration of the Term, PROPOSER shall have no rights under this Agreement to lease the Facility and CITY shall have the absolute right to pursue negotiations with any other entity for renovation and operation of the Facility. After termination or expiration of this Agreement, CITY shall have the right to rely on and use the documents submitted by PROPOSER, but excluding confidential information regarding PROPOSER's financial capacity, in any manner it deems appropriate. CITY's use of PROPOSER's submittals shall be without any obligation to reimburse PROPOSER for the costs of preparation of such submittals as long as CITY has acted in good faith in negotiating the lease terms with PROPOSER.

10. Lease Agreement. In addition to other provisions stated in this Agreement, the planned lease agreement will address, without limitation, the following provisions: (i) scope and schedule for renovation of the Facility; (ii) compensation to CITY for the property interest to be transferred; (iii) limitation on assignment or sublease of the

Facility; (iv) performance assurances and CITY's right to repossess the Facility upon PROPOSER's default; (v) insurance and indemnities; (vi) compliance with the permits and land use entitlements, as applicable; (vi) CITY's Art in Public Places, prevailing wage and other requirements if the CITY provides any form of direct financial subsidy for the renovation work; (vii) the term of the lease to allow PROPOSER to recover its capital investment and operating costs with a nominal profit; (viii) the obligation of PROPOSER to maintain the Facility in good operating condition after completion of the renovation work; (ix) the Facility rental rates and use restrictions; and (x) CITY's ownership of all Facility improvements and fixtures at the end of the lease term.

11. Predevelopment Costs. PROPOSER shall bear all predevelopment costs relating to actions and obligations of PROPOSER under this Agreement, including, without limitation, costs for planning, environmental, architectural, engineering and legal services, and other costs associated with preparation of the plans, studies, cost estimates and negotiating and drafting the lease agreement.

12. Indemnification. PROPOSER shall indemnify, defend, protect, and hold CITY and CITY's officers, employees, agents, and contractors harmless from all liabilities, claims, demands, damages, and costs (including attorneys' fees and litigation costs through final appeal) that arise out of or are in any way related to, caused by, or based upon PROPOSER's officers, employees, agents, and contractors inspection of the Facility or contracts with third parties for preparation of the plans, studies and cost estimates. In particular and without limiting the foregoing, PROPOSER's indemnification obligation to CITY shall apply in the event of any disputes among the entities that comprise PROPOSER's legal entity related to their respective obligations and rights under this Agreement and under the lease agreement.

13. Notices. Any notice, delivery, or other communication under this Agreement must be in writing and will be considered properly given when delivered or mailed to the following persons:

CITY: Shannon Brown
Park Maintenance Manager
5730 24th Street, Building 3
Sacramento CA 95822

PROPOSER: Howard Bowens
4205 Chinquapin Way
Sacramento CA 95823

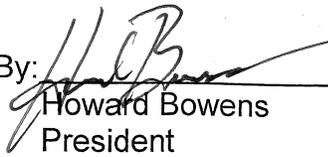
Any Party may change its address for these purposes by giving written notice of the change to the other Party in the manner provided in this Section 13. If sent by mail, a notice, delivery, or other communication will be considered to have been given forty-eight (48) hours after it has been deposited in the United States Mail, addressed as set forth above, with postage prepaid (registered or certified mail, return receipt requested).

14. Interpretation and Venue. This Agreement is to be interpreted and applied in accordance with California law. Any litigation concerning this Agreement must be brought and prosecuted in the Sacramento County Superior Court.
15. Waiver. A Party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other Party's breach of this Agreement will not constitute a waiver of the performance, right, or remedy. A Party's waiver of the other Party's breach of any term or provision in this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other term or provision. A waiver is binding only if set forth in writing and signed by the waiving Party.
16. Assignment. This Agreement is not assignable by either Party in whole or in part without the prior written consent of the other Party.
17. No Joint Venture. This Agreement does not create a joint venture, partnership, or any other legal relationship of association among the Parties. Each Party is an independent legal entity and is not acting as an agent of the other Party in any respect.
18. Third Party Beneficiary. Nothing contained herein is intended, nor shall this Agreement be construed, as an agreement to benefit any third parties.
19. Amendments. Any amendment or modification of this Agreement shall be effective only if set forth in a written document that has been approved by the governing board of each Party and executed by a duly authorized officer of each of the Parties.
20. Ambiguities. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve its objectives and purposes. Captions on sections are provided for convenience only and shall not be deemed to limit, amend or affect the meaning of the provision to which they pertain, and shall be disregarded in the construction and interpretation of this Agreement. The Parties have each carefully reviewed this Agreement and have agreed to each term herein. No ambiguity shall be presumed to be construed against either Party.
21. Entire Agreement. This Agreement sets forth the Parties' entire understanding regarding the matters set forth. It supersedes all prior or contemporaneous agreements, representations, and negotiations and no other understanding whether verbal, written or otherwise exists among the Parties.

[signature page follows]

In Witness Whereof, CITY and PROPOSER have executed this Agreement as of the Effective Date.

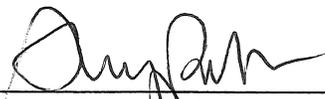
Hobo Sports Inc.

By:  _____
Howard Bowens
President

City of Sacramento

By: _____
Jim Combs
Director of Parks and Recreation
For: John F. Shirey, City Manager

Approved as to Form:

By:  _____
Senior Deputy City Attorney

ATTEST:

By: _____
Assistant City Clerk

Harry Renfree Baseball Field Renovation and Operation



**REQUEST FOR
LETTERS OF INTEREST**



SITE VISIT: MAY 4, 9:00-10:00 A.M.
LETTERS OF INTEREST DUE: JUNE 1, 4:30 P.M.



**CITY OF SACRAMENTO
DEPARTMENT OF
PARKS AND
RECREATION**



REQUEST FOR LETTERS OF INTEREST FOR RENOVATION AND OPERATION OF HARRY RENFREE BASEBALL FIELD

The City of Sacramento Department of Parks and Recreation is seeking Letters of Interest from organizations and companies that have the financial capacity and experience to design, finance, renovate and operate the Harry Renfree Baseball Field (“Renfree Field”) at 3565-3615 Auburn Boulevard, Sacramento, California, so that it can reopen and once again be the home to semiprofessional and amateur baseball leagues and tournaments. The terms of the anticipated long-term lease agreement would allow the lessee to manage Renfree Field operations for a period of time and to collect funds from baseball leagues, concession sales, parking, advertising and other sources to recoup its costs for capital improvements, maintenance and operations.

The property will be leased to the selected entity in an “as is” condition, and it will be the responsibility of those submitting a Letter of Interest to become knowledgeable about the current condition of Renfree Field and what is required to obtain building and other permits to bring the property into operating condition. The City has no funding to assist in the costs for the necessary repairs or any upgrades to Renfree Field or its buildings or other amenities before it can be reopened to public use. However, the City will provide reasonable funding to make the well, located just beyond center field, operational for field irrigation.

The lessee would be obligated to prepare plans, obtain building and other necessary permits and pay City inspection fees during construction of the improvements the lessee would undertake. The City expects to be paid a portion of the revenue generated at Renfree Field to cover City costs to oversee the field operations and ensure compliance with the terms of the lease.

As noted below, organizations are requested to submit a Letter of Interest, which is to include information regarding the organization’s experience with similar renovation and operation projects, evidence of financial capability to complete the project (which information may be marked as confidential), and preliminary field and facility renovation and operation plans. Staff in the Department of Parks and Recreation will then review the submissions and will make a recommendation to the City Council to allow for negotiations of the lease terms. It is anticipated that an Exclusive Right to Negotiate agreement may be desired by the selected entity. The negotiations will define the terms and conditions for the City’s lease of Renfree Field to such entity, and if negotiations are successful, a lease agreement will be submitted to City Council for approval.

BACKGROUND

Harry Renfree Baseball Field is located at 3565-3615 Auburn Boulevard in Del Paso Regional Park just east of the Watt Avenue exit of Interstate 80, as shown in Attachment A. Renfree Field was built in 1967 to provide a premier baseball facility for local youth and adult baseball organizations. The last significant renovation occurred in 2000 when the baseball field was rebuilt, a new irrigation system was installed and the bleachers and

backstop were repainted. Renfree Field had been in use for decades until it recently fell into disrepair.

Over the years a number of individuals who later played and/or coached in Major League Baseball spent time at Renfree Field, including Dusty Baker, Jeff Blauser, Larry Bowa, brothers Bob and Ken Forsch, Dion James, Jerry Manuel, Buck Martinez, Jerry Royster, brothers Dave and Steve Sax and Greg Vaughn.

The adult baseball leagues that have used Renfree Field include the City of Sacramento's Adult Night Baseball League (1968-1995), Nor-Cal Semi-Pro Baseball League (1996-2005) and Sacramento Men's Senior Baseball League (2000-2010). In addition, the Sacramento Smokey's semiprofessional baseball team played at Renfree Field from 1974 to 2010.

FACILITIES

As more fully described in Attachment B, Renfree Field has one baseball field with an outfield fence 425 feet from home plate to center field and 325 feet down the left and right field lines; two dugouts; two locker rooms with one restroom in each; a press box; bleachers that seat 300 people; a men's restroom with one stall and one urinal; a women's restroom with three stalls; a concession stand; field lighting; paved parking for 100 vehicles; and a neighborhood park including a children's play area.

GENERAL PHYSICAL CONDITION

The copper wiring in the electrical and irrigation systems has been stolen, so currently there is no operating well or pumps to irrigate the field, nor are there any operating lights. The current condition of the existing well is such that it does not produce potable water, and a new water line to connect to a water main in the adjacent street may be needed. The restroom facilities and concession stand building are old and antiquated. Once Renfree Field is improved, there may be a need to install security measures to prevent future vandalism.

Given the age of the existing improvements and the extent of the repairs required, there may be a need to upgrade the water, sewer and electrical systems to meet current code requirements, along with ADA accessibility improvements. The Department of Parks and Recreation is attempting to identify significant code upgrade requirements from permitting agencies; however, this information may need to be collected by the selected entity during the lease negotiation process as part of the due diligence effort to determine the estimated costs for the required improvements.

A preliminary list of the needed repairs and improvements is attached. All Renfree Field improvements will be subject to the City's prior approval of the plans and specifications and subject to inspection during construction. Building permits will be required along with payment of the applicable permit and inspection fees. Since the Renfree Field renovation work will not be funded by the City, it is anticipated that prevailing wage laws would not be applicable and volunteers may be used to perform the work.

When Renfree Field was in operation, it was used by many sports leagues on a regular basis and those user fees generated sufficient funds for the City's maintenance and staff costs related to programming and oversight of Renfree Field use. Prior use information is provided in Attachment C.

While it is expected that renovation of the existing facilities will be the preferred option for most respondents, the City of Sacramento would not object to a proposal that recommends demolition and removal of all or most of the facilities and the construction of new replacement facilities.

LEASE PROVISIONS

At the end of the lease period, the improvements constructed by the lessee will become the property of the City of Sacramento. Therefore, the lease term may vary depending on the level of investment proposed as well as the commitment to maintain the improvements in good condition during the lease term. The rates the lessee may charge, how those rates increase, and use of such proceeds and other revenue derived from use of the property to fund field maintenance and operations will also be included as part of the lease provisions. In addition, insurance requirements are expected to be a minimum of \$2 million in general liability coverage, plus coverage for the replacement cost of the improvements which could be damaged by fire, theft or vandalism. The City will not be liable for predevelopment costs or anticipated profits if the lessee is unable to perform for any reason.

SUBMITTAL REQUIREMENTS

Letters of Interest should contain the following information:

1. Name, address, e-mail address and telephone number for the organization and the primary contact person.
2. Description of the qualifications and experience of the organization and the principals of the applicant or its selected contractor who will be directly involved in the renovation of Renfree Field.
3. Description of the qualifications and experience of the organization and the principals who will be directly involved in the operation and management of Renfree Field.
4. The preliminary work plan for the Renfree Field renovation and the projected costs, if available.
5. The preliminary schedule for undertaking the Renfree Field renovation work.
6. The financial capacity of the organization and the planned source of financing for the Renfree Field renovation work. A letter of commitment for such financing from a lender is desirable.
7. The preliminary Renfree Field operations plan, such as the marketing outreach to leagues, the planned user fees and how they compare with similar facilities in the region, the concession operations and a security plan to safeguard the property.
8. Identify the proposed food concession operator and its experience, if available.
9. The estimated gross annual revenues and operating costs for the first five years, the expected profit margin, and the amount that is proposed to be paid to the City for its oversight and for any excess profits.

10. The anticipated minimum lease term, the estimated cost to repair the well at City's expense and anticipated role of the City with regard to oversight of operations and maintenance.
11. The financial or contractual relationship between the applicant and any of the leagues expected to rent the field, if any.
12. Any other information that would allow the City to determine which applicant, if any, is best qualified to undertake this project.

Letters of Interest shall be submitted no later than 4:30 P.M. Pacific Time on Friday, June 1, 2012. If the letter is postmarked on or before that date, it shall be timely even if received by the City after the deadline. However, letters received after the deadline without the required postmark may not be considered, at the City's discretion. If additional time is needed to prepare the submission, please request a time extension prior to the due date. Submit your Letter of Interest to:

David Mitchell, Operations Manager
City of Sacramento
Department of Parks and Recreation
New City Hall, 915 I Street, 5th Floor
Sacramento CA 95814

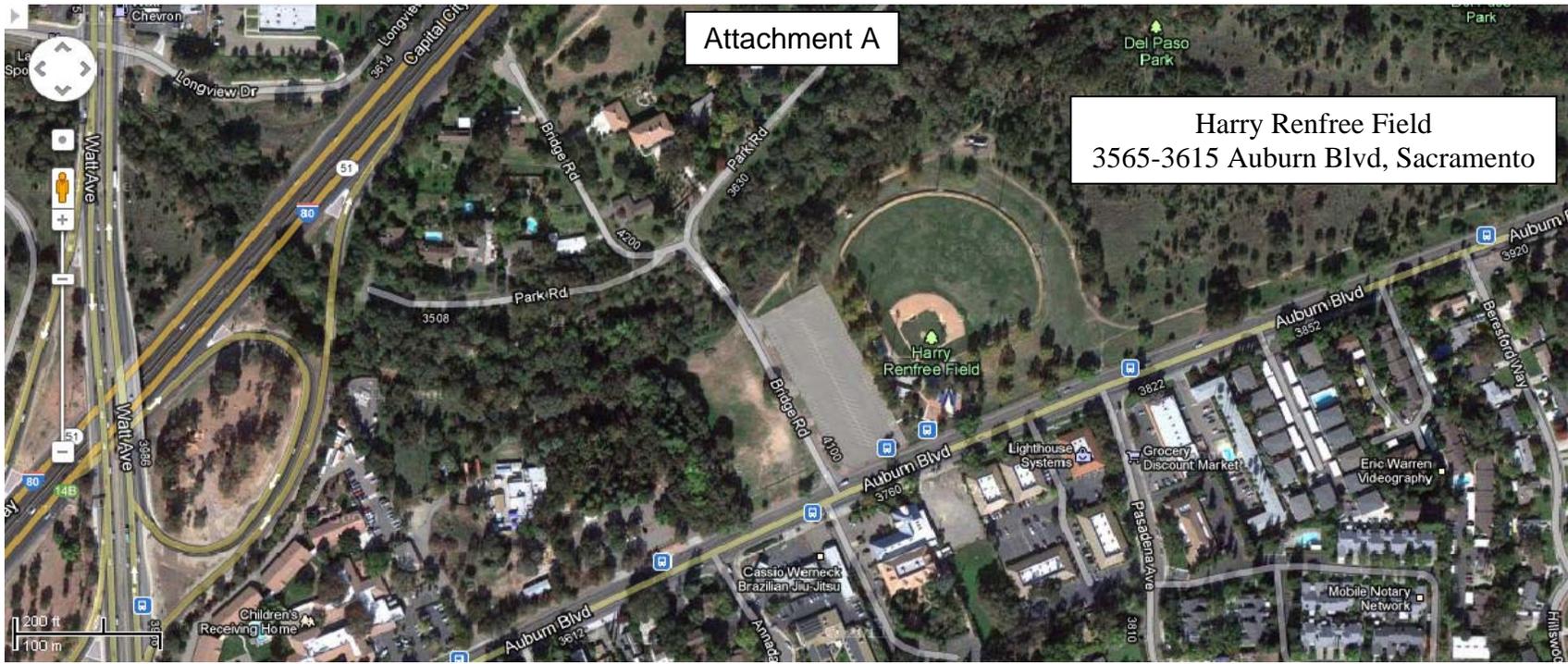
SITE VISIT

All interested organizations are invited to attend an on-site inspection of Renfree Field on Friday, May 4, at 9:00-10:00 A.M. All facilities will be open for inspection and several City employees familiar with prior operations of Renfree Field and/or with the condition of the facilities will be available to answer questions.

For questions, you may contact Greg Narramore at gnarramore@cityofsacramento.org or (916) 808-6095.

SELECTION PROCESS

The City may hold interviews or request additional information based on the submissions received. The City understands that the information to be contained in the Letter of Interest is preliminary and subject to further review, verification and refinement during the lease negotiation period. The City reserves the right to reject all submissions and to waive minor irregularities in any Letter of Interest that is submitted. The City also reserves the right to change or add to the criteria at any time during the selection process. Depending on the level of interest and submission of complete and responsive proposals, the City reserves the right to commence negotiations of the lease provisions with the highest ranked proposer to expedite the process for approval of the lease in order for Renfree Field to become operational by spring of 2013. The City will notify all proposers with regards to the staff recommendation as to which entity should be selected by the City Council for lease negotiations or lease award.

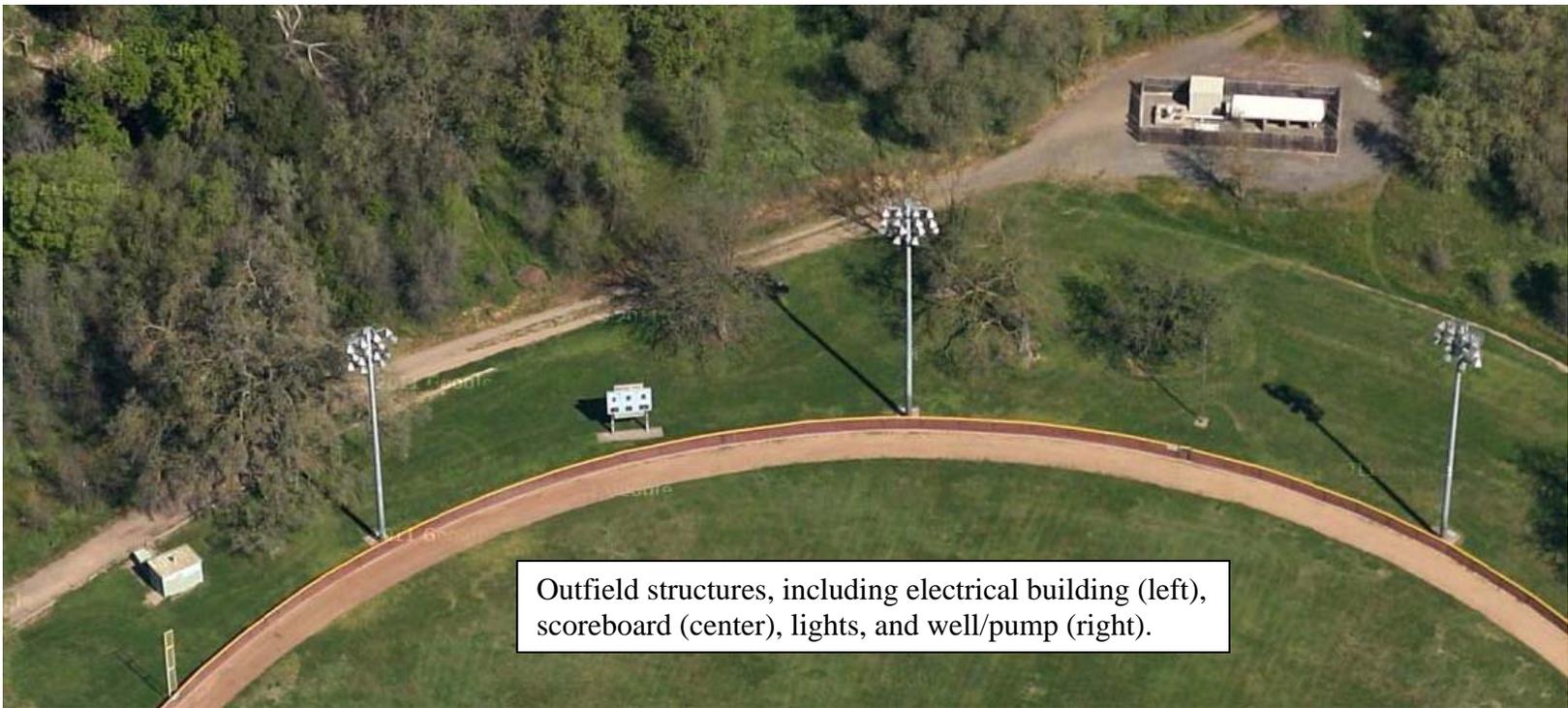




Main buildings, including concession stand, restrooms, press box and bleachers.

Neighborhood park and play area

Imagery ©2012 Google, Map data ©2012 Google



Outfield structures, including electrical building (left), scoreboard (center), lights, and well/pump (right).

Attachment B
Harry Renfree Baseball Field Specifications and Conditions

The property will be leased to the selected entity in an “as is” condition, and it will be the responsibility of those submitting a Letter of Interest to become knowledgeable about the current condition of Renfree Field and what is required to obtain building and other permits to bring the property into operating condition at the lessee’s expense.

SITE AMENITIES AND CONDITIONS

As seen on the aerial photographs in Attachment A, Renfree Field is a standard baseball field with an outfield fence 425 feet from home plate to center field and 325 feet down the left and right field lines.

Baseball field: The irrigation system has been turned off since August 2011 due to vandalism. The turf will need to be replaced and the field will need to be reconditioned.

Dugouts: They are in fair condition.

Locker rooms: They are in very poor condition.

Press box: It is in fair condition.

Bleachers: There are six sets of bleachers with a capacity of about 300 people. They are on fair condition.

Restrooms: The men’s restroom has space for one stall and one urinal and the women’s restroom has space for three stalls. They are in very poor condition. No fixtures or plumbing remain in the restrooms. Before the restrooms can be opened to the public, they must be redesigned to comply with the Americans with Disabilities Act and other applicable codes.

Concession stand: It is in poor condition. No fixtures or plumbing remain. There is a storage area next to the concession stand.

Scoreboard: It is in excellent condition.

Fences: They are in very good condition.

Lights: There are eight light standards capable of adequately lighting the field for night use once the electrical system is repaired. Night games typically extend no later than 10:00 p.m. Sunday through Thursday and 11:00 p.m. Friday and Saturday.

Parking: The paved parking lot has a capacity of 100 cars. Parking is not permitted on Auburn Boulevard or on Bridge Road and Park Road next to and behind the field. Overflow parking on the unpaved area on the west side of Bridge Road could be available when not otherwise reserved as negotiated in a lease.

Well and pump: When the well and pump was operational it produced potable water at a rate of 344 gallons per minute. The City will ensure that the well is operational for irrigation purposes. However, it will be the responsibility of the selected entity to determine if the water is fit for human consumption and if it can be pumped at a rate that would allow it to be used for other purposes on the site, such as for the concession stand, the restrooms and drinking fountains. The water and wastewater distribution systems may be compromised and may require complete overhaul.

Electrical service: The electrical equipment that feeds Renfree Field is located just beyond left field adjacent to Arcade Creek. Over the years the creek has overflowed its banks and the water has flooded the electrical equipment building. The condition of the existing SMUD transformer is unknown. The lighting contactors that control the field lighting are in poor condition. Replacement parts for the contactors are not available due to their age.

It has been recommended that the electrical switchgear be completely replaced and raised to a height that would keep it dry in a future flood. A separate recommendation is to build a flood wall around the electrical equipment building. A City-provided estimate from 2010 to replace and repair the electrical system for the entire property put the potential cost in the \$100,000 to \$225,000 range. A separate 2011 estimate for re-energizing the transformer, assuming it is not damaged, and installing a smaller electrical service just for the well pump and some electrical circuits in the concession stand was \$30,000, not including any fees payable to SMUD.

Irrigation system: The irrigation system has been turned off since August 2011 due to vandalism. When it was last operational there was a need for minor sprinkler head replacement. The irrigation controller to operate the 18 stations is missing and needs to be provided.

Children's play area: The area around the children's play area is considered a neighborhood park and is to remain open to the public. The City of Sacramento will continue to maintain this area unless an agreement is reached for some other option.

Vandalism: Because of its remote location and frequent periods of non-use, Renfree Field is subject to occasional vandalism. It is expected that a security and safety plan will be proposed and implemented to protect the property and improvements. The selected entity will be required to respond to the site in the event of an after-hours alarm or incident, keeping the Department of Parks and Recreation informed as required.

Arcade Creek: Arcade Creek is located just north of the outfield fence and south of Park Road. However, Renfree Field is not located in the flood plain. From time to time the creek overflows its banks and floods Renfree Field. Within the building that contains the electrical service is evidence of flood waters exceeding 24 inches in height above the floor.

**Attachment C
Prior Use Statistics**

Information on two prior years of rental use at Renfree Field is provided to give an indication of the history and possibilities.

User	2006 Dates	2006 Revenue	2009 Dates	2009 Revenue
Croatian-American Cultural Festival	2	\$ 900	2	\$ 900
Italian Cultural Society Festival	2	\$ 900	2	\$ 900
Jesuit High School			1	\$ 200
Nor-Cal Semi-Pro Baseball League	27	\$ 6,145		
Sacramento County Day High School	7	\$ 810	8	\$ 1,090
Sacramento Cyclocross			1	\$ 200
Sacramento Men's Senior Baseball League	39	\$ 9,675		
Sacramento Smokey's	22	\$ 4,950	15	\$ 4,190
Victory Christian High School	7	\$ 700	7	\$ 840
Total	106	\$ 24,080	36	\$ 8,320

Note: Some users only rented the parking area and not the field.



HOBO Sports Academy Letter of Inquiry

David Mitchell, Operations Manager
City of Sacramento
Department of Parks and Recreation
New City Hall, 915 I Street, 5th Floor
Sacramento, CA 95814
RE: RFI #P12191411001

Dear Mr. Mitchell:

May 30, 2012

I am writing on behalf of HOB0 Sports Academy, a 501 (c) (3) nonprofit operating organization. Hobo Sports Academy's organizational purpose is to create college opportunities for student athletes, by way of tutoring, mentoring, and athletic training. We will do this by helping with studies, providing athletic training, and tutoring to assist with the educational process. The renovation & reconstruction of Renfree field would provide a championship level playing field for all ages, with specific focus on ages 13-19. There will be a variety of strengthening exercises that will include:

- **Developmental Camps:** This camp includes basic overall baseball instruction in all areas except pitching and catching. Topics include hitting, bunting, fielding, base running, throwing, catching outfield and infield play. Weather permitting; campers will be given the opportunity to participate in games to reinforce learned skills and to have fun.
- **Infield/Outfield Camp:** Instruction focused on fielding techniques and body mechanics. Campers will learn about approaching a hit ball, cutoffs, infield and outfield positioning, footwork and throwing form. Various drills to improve quickness and foot speed may also be emphasized.
- **Hitting Camp:** Instruction dedicated to improving hitting skills and knowledge of fundamental hitting techniques. Instruction will focus on correct body mechanics, stances, contact points, timing procedures, tracking pitches, correct weight transfer, bunting skills, bat speed & control and base running drills. Emphasis may also be placed on understanding the strike zone, developing concentration, strength training and situational hitting.
- **Pitching/Catching Camp:** Instruction which stresses proper mechanics, arm care & correct arm motion as well as, flexibility & condition, grips, pick-offs, fielding off the mound, setting up hitters, true pitching and more. Catching instruction will include stance, receiving, blocking pitches, fielding bunts, tagging runners, footwork, giving signals, handling pitchers, and catching pop-ups.

We believe in the youth of Sacramento & surrounding counties. Many of them have undiscovered talents that will not be cultivated to full potential in regular little leagues and day to day camps. The staff of Hobo Sports Academy packs a powerful force, together their knowledge, skills, professional background, and connections have proven to be successful. Allow me to introduce the team:

- **Howard Bowens/President:** Over 20 years combined experience as a Pro Scout for the San Diego Padres, Cincinnati Reds, and the Cleveland Indians; as well as a former ball player for the Milwaukee Brewers & the Pittsburgh Pirates. Howard knows what scouts are looking for, what professional baseball teams look for, what requirements colleges need to offer scholarships, and has a vast array of connections to pro-positions.
- **Steve Whitesides/Developer:** Steve has a comprehensive construction management background in both new construction and rehabilitation of multi-family housing. Successfully completing over 4,500 units in his career as Project Manager or Principle throughout the Midwest and Western United States. Additional experience & qualifications: Assess future development and acquisition opportunities. Prepare and analyze financial underwriting, rents, and market conditions. Provide design insight and directives to consultants for floor plans, site planning, wet and dry utility designing, density, project amenities, elevations, building materials, and all design related matters.
- **Robert Beard/Marketing & Outreach Director:** Robert has been a Probation Officer for Yuba County for 3 years and has semi & pro baseball playing and coaching background. His studies in college included sociology, psychology, and communications. He specializes in counseling and the redirection of the mind for troubled youth, but also for young adults on the right track, that lack the knowledge and counsel necessary to pursue their dreams. Robert assists students with contacting colleges to find out what the requirements are needed for athletic participation & scholarships, and matching the students with achievable goals in order to fulfill their dreams of a college degree and playing baseball at an eventual pro level. His coaching experience began in 2000, under the teachings of Dave Watson at Foothill High School. Robert played high school baseball against now pro players such as Ricky Jordan & Kevin Johnson. Many of Robert's skills will be used in the understanding & support for our local youth.
- **Darrel Ivey/Coach & Trainer:** Darrel has been a baseball coach at award winning Oakmont High School in Roseville for the last 10 years. Oakmont is nationally recognized for their professional attitude and winnings: Oakmont grad Rich Rodas played for the L.A. Dodgers, ten have played professional baseball, Preston Guilmet ('05) is now playing in the Cleveland Farm System, and Tyler Kuresa ('10), is now at the University of Santa Barbara, CA, he was drafted in the 11th round. Darrel also possesses a strong knowledge & love for the sport, enabling him to provide superior coaching to youth. He is also a Reserve Officer for Cal Expo, performing all normal police duties for the California State Fair, along with any other major events at Cal Expo.
- **Monica Montoya/Concessions Manager:** Monica boasts 15 years combined experience in supervising the daily operations and performance of concessions personnel, vendors, and inventory personnel. Responsible for initiation non-profit concessions program on the UC Davis

campus. Scheduled staff to accommodate University events. Managed over 30 groups to assist both the groups as well as the company obtain maximum profit for the pertaining event.

Together, our team, former & present contacts, professional relationships & local knowledge will prove to be a successful joint venture with the City of Sacramento and the community surrounding and traveling to Renfree Field. Capital Improvements needed for the baseball field to become functional include: new masonry dugout structures, new upgrade soil amendments, new irrigation, new turf throughout, high wattage light fixture upgrades with new switch gear and underground electrical wiring as needed, irrigation well repairs and upgrades, plumbing and bathroom repairs and upgrades, bleacher repairs with spectator shading, etc. We are requesting that the lease be for a minimum of 20 years to maximize our financial & professional efforts, but mainly to remain a solidity for the area youth, who are in dire need of security & safety; not a program that will only be around as long as a 5 year lease can withstand. Hobo Sports Academy is unwilling to disclose any financial amounts or revenue predictions at this time; we are however, willing to do so during an exclusive negotiating period with the appropriate City Representatives. All of our intentions, issues, concerns, and financial plans will be given at that time.

In closing, it is the true intentions of Howard Bowens to transform Renfree Field into a Professional Field, mirroring the former written article from the City of Sacramento that reads "Renfree Field is once again the premier baseball field with amateur baseball players throughout the Sacramento region. No other public facility can match the qualities that make this ball field the favorites among players. The majority of players from the Sacramento area that have played or are playing in the Major Leagues have had their beginnings at this facility." We anticipate our partnership to begin with being aware of the past failures of Renfree Field, concentrated on the present work needing to be done, and the future vision of excellence enveloping the Renfree Field name.

Sincerely,

A handwritten signature in black ink that reads "Howard Bowens". The signature is written in a cursive style with a long horizontal line extending to the right.

Howard Bowens
President of Hobo Sports Academy
916.647.2226
howard.bowens@gmail.com

Howard Bauens, President
Hobo Sports Academy
4101 Innovator Drive #1206
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FIRST CLASS



David Mitchell, Operations Manager
City of Sacramento
Department of Parks & Recreation
New City Hall, 915 I Street, S
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