



## REPORT TO COUNCIL

### City of Sacramento

915 I Street, Sacramento, CA 95814-2604  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

STAFF REPORT  
**April 3, 2007**

**Honorable Mayor and  
 Members of the City Council**

**Title: Agreements/Supplemental Agreements: OPUS Fields at the Natomas  
 Baseball Complex, CIP LB97**

**Location/Council District: 3501 Fong Ranch Road / Council District 1**

**Recommendation:** Adopt a **Resolution:** 1) approving the facility name "OPUS Fields at the Natomas Baseball Complex;" 2) adopting an Addendum to the Environmental Impact Report and the Mitigation Monitoring Plan for OPUS Fields at the Natomas Baseball Complex; 3) approving the OPUS Fields at the Natomas Baseball Complex Master Plan; 4) authorizing the City Manager to execute Amendment No. 01 to City Agreement 2006-0201 with OPUS West, Inc., for either construction or funding for the construction of a regional baseball facility in Natomas in an amount not to exceed \$1,000,000; 5) authorizing the City Manager to execute the Memorandum of Understanding (MOU) between the City of Sacramento and Natomas Youth Baseball for the construction, maintenance, and operation of the Natomas Baseball Complex; and 6) authorizing the City Manager to execute a lease agreement between the City of Sacramento and Natomas Youth Baseball for the Natomas Baseball Complex.

**Contact:** J.P. Tindell, Interim Planning & Development Manager, 808-1955

**Presenters:** J.P. Tindell, Interim Planning & Development Manager, 808-1955

**Department:** Parks and Recreation

**Division:** Park Planning, Design and Development

**Organization No: 4727**

#### **Description/Analysis**

**Issue:** As identified in the 2006 Parks and Recreation Programming Guide, the City of Sacramento will have a deficiency of 43 baseball fields by 2010. Natomas Youth Baseball approached City staff with a business proposal suggesting that, on City-owned land, they could viably assist in the development, maintenance, and operation of a 10-field baseball complex. This would significantly reduce the City's projected baseball field deficiency. In addition, providing fields that have the specifications needed for league-play could provide



additional economic growth for Sacramento with tournament play.

The OPUS Fields at the Natomas Baseball Complex Master Plan was developed with community input and includes eight baseball fields designed for youth baseball and two additional baseball fields that could accommodate youth or adult baseball at this 20.03-acre site. The four baseball fields on the southwest portion of the project site will be lighted. In addition, the proposed baseball complex includes two snack bars with a restroom, one ancillary/baseball complex headquarters building with a snack bar and restroom, four batting cages, a maintenance building, bleacher seating, and walkways. There are two phases for the project. Once development conditions are satisfied for the adjacent ParkeBridge development, Griffin Industries, the ParkeBridge developer, will dedicate the Phase 2 land to the City for the project (refer to Attachment 2, page 8).

A summary of the OPUS Fields at the Natomas Baseball Complex project background is included as Attachment 1 (page 6) and location map as Attachment 2 (page 7).

**Policy Considerations:** The agreement, MOU, and lease are consistent with the City's strategic plan to promote economic vitality by supporting the development and success of businesses in Sacramento. Providing parks and recreation facilities is also consistent with the City's strategic plan to enhance liveability in Sacramento's neighborhoods by expanding park and recreation facilities throughout the City.

As per policies in the *City of Sacramento Parks and Recreation Master Plan 2005 – 2010*, there were opportunities provided for public input (Policy 2.0) and partnership with a youth sports user group has been formed to provide new facilities (Policy 12.0).

**Committee/Commission Actions:** One community workshop was held on August 21, 2006 to review the master plan for the baseball complex and to get input on the "Parkebridge" Neighborhood Park. Natomas Youth Baseball and the nearby neighborhood reviewed and supported the proposed complex master plan and provided suggestions for the neighborhood park. The OPUS Fields at the Natomas Baseball Complex name and master plan (Attachment 3, page 8) were reviewed and supported by the Parks and Recreation Commission (PRC) on September 7, 2006.

**Environmental Considerations:** The Environmental Services Manager has reviewed the project for compliance with the requirements of the California

Environmental Quality Act (CEQA). The park development project is determined to require only minor technical changes and additions to the previously certified ParkeBridge Residential Subdivision Environmental Impact Report (EIR). The Addendum to the EIR (Attachment 4, page 9) adequately describes the effects of the proposed development of OPUS Fields at the Natomas Baseball Complex. In compliance with Section 15070(b) (1) of the CEQA Guidelines, the City has incorporated mandatory mitigation measures to avoid identified impacts or to mitigate such impacts to a point where clearly no significant impacts will occur. These mitigation measures are included in Attachment 5 (page 22) and address potential impacts to Aesthetics, Light, and Glare; Cultural Resources, Air Quality, and Biological Resources. The analyses and mitigation measures in the certified EIR are reaffirmed.

An Addendum to the EIR (Attachment 4, page 9) has been prepared describing the proposed development of OPUS Fields at the Natomas Baseball Complex and evaluating the potential environmental effects of the proposed project within ParkeBridge Residential Subdivision. The Addendum defines the project description and justification for use of an Addendum pursuant to the CEQA Guidelines (Section 15164).

Therefore, it is recommended that the City Council adopt the attached resolution considering the Addendum to the certified EIR for the ParkeBridge Residential Subdivision, adopt the mitigation monitoring plan for the OPUS Fields at the Natomas Baseball Complex, and finding that no subsequent environmental document is required. The findings are shown in Attachment 5.

**Rationale for Recommendation:** The design of master plans is part of the Park Planning process as referenced in the adopted *Parks and Recreation Master Plan Update 2005-2010*. The complex addresses a City-wide deficiency in baseball fields.

The development and ongoing maintenance of the facility has several components. OPUS West, Inc., has agreed in Amendment No. 01 to City Agreement 2006-0201 to contribute to the construction of a regional youth baseball facility in South Natomas (Exhibit A, page 35). Natomas Youth Baseball has also agreed, in the MOU (Exhibit B, page 37) and lease agreement (Exhibit C, page 47), to pay required design and construction costs for the site, to develop the site (by September 15, 2008), and to maintain the Natomas Baseball Complex for 20 years once it has been constructed. In addition, a joint-use agreement between the City and Natomas High School will be executed so that their parking lots (Attachment 6, page 31) are available for the users of the Natomas Baseball Complex.

Construction is anticipated to start May 2007 and to be completed by September

15, 2008. The term of the lease is 20 years with a 20-year renewal option, commencing upon final completion and acceptance by the City.

**Financial Considerations:** The Natomas Baseball Complex will be developed at no cost to the City. Amendment No. 01 to City Agreement No. 2006-0201 allows OPUS West, Inc. to fund construction of the baseball facility in South Natomas by paying a third party (Natomas Youth Baseball) directly, rather than paying the City, to develop the facility. Amendment No. 01 requires OPUS West, Inc. to pay an amount equal to the estimated cost to construct the regional youth baseball facility in South Natomas once the plans and specifications have been approved by the City; OPUS West, Inc., shall not be required to pay more than \$1,000,000.

The MOU requires that Natomas Youth Baseball design and construct the Natomas Baseball Complex on City property at no cost to the City and according to City standards. The construction should be completed by September 15, 2008.

The Lease Agreement allows the Natomas Youth Baseball and its invitees to use the parking lots shown and identified as Natomas Unified School District Parking Lots (Exhibit C, page 47) at no charge for the purpose of accessing the facility. Natomas Youth Baseball and its invitees' use of the parking lots shall at all times be subject to the terms and conditions of the joint use agreement with the school district, the terms and condition of which are incorporated into the lease by reference.

Commencing upon final completion and City acceptance of the Natomas Baseball Complex, the lease specifies that the rent for the land will be \$100 per annum for the life of the agreement, or twenty years, should the lessee not extend the lease. Late charges of six percent (6%) of the amount due shall be added to any amount should the City not receive the amount on or before the date due. The rent amount due and late charge shall compound at a rate of one and five-tenths percent (1.5%) monthly until the outstanding balance is paid in full.

**Emerging Small Business Development (ESBD):** No goods or services are being purchased as a result of this report.

Respectfully Submitted by:

  
CASSANDRA H. B. JENNINGS  
Assistant City Manager

Recommendation Approved:

  
RAY KERRIDGE  
City Manager

**Table of Contents:**

|   |        |
|---|--------|
| Report  | pg. 1  |
| <b>Attachments</b>  |        |
| 1 Background Information  | pg. 6  |
| 2 Location Map  | pg. 7  |
| 3 Master Plan   | pg. 8  |
| 4 Addendum to the Environmental Impact Report   | pg. 9  |
| 5 Mitigation Monitoring Plan  | pg. 22 |
| 6 Natomas Unified School Parking Lots Map   | pg. 31 |
| 7 Resolution  | pg. 32 |
| Exhibit A – Amendment No. 01 to City Agreement 2006-0201  |        |
| Exhibit B – Memorandum of Understanding between the City of Sacramento and Natomas Youth Baseball |        |
| Exhibit C – Lease Agreement between the City of Sacramento and Natomas Youth Baseball             |        |

## Attachment 1

### Background Information

OPUS Fields at the Natomas Baseball Complex will be a 20.03-acre site owned by the City. The baseball complex will be bordered by Interstate 80 east bound on-ramps located on two sides of the site. On the east side of the site will be the future 3.8 acre neighborhood park off of Fong Ranch Road, to the south is Natomas High School. The neighborhood park land was a Quimby Act parkland dedication requirement.

Natomas Youth Baseball has been providing after-school youth programs for nearly 700 boys and girls annually for over 48 years.

The OPUS Fields at the Natomas Baseball Complex was designed by the management of Natomas Youth Baseball who worked in conjunction with the community on the proposed amenities. One community workshop was held on August 21, 2006 to review the master plan for the baseball complex and to get input on the "Parkebridge" Neighborhood Park. Natomas Youth Baseball and the nearby neighborhood reviewed and supported the proposed complex master plan and provided suggestions for the neighborhood park.

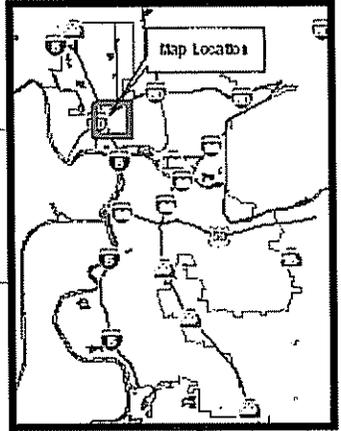
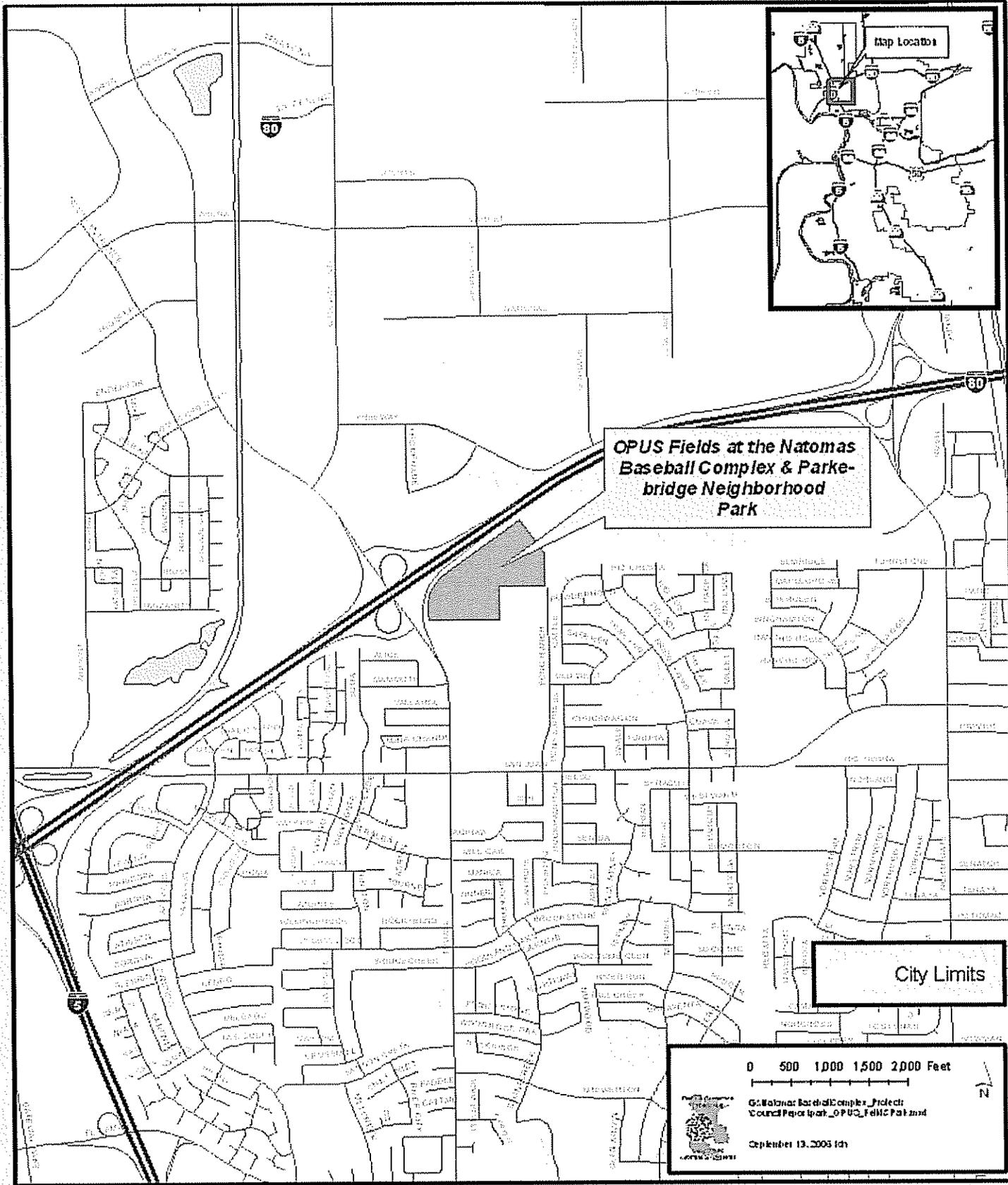
The Parks and Recreation Commission's Park Planning, Design and Development Committee reviewed the proposed park/baseball complex master plan, baseball complex name, and proposed amenities for the neighborhood park on August 28, 2006. The name of the baseball complex, "OPUS Fields at the Natomas Baseball Complex," was requested by Natomas Youth Baseball and was supported by the community and the Parks and Recreation Commission (PRC). The PRC supported the master plan and did not have any changes. However, the PRC had the following suggestion: the complex's irrigation system should be designed to anticipate all the baseball fields may be skinned infields in the future. Parks will work with Natomas Youth Baseball to make sure the irrigation is designed as suggested.

The OPUS Fields at the Natomas Baseball Complex Master Plan includes eight baseball fields designed for youth baseball and two additional baseball fields that could accommodate youth or adult baseball. The four baseball fields on the southwest portion of the project site will be the only lighted baseball fields. In addition, the baseball complex includes an entry plaza, a headquarters building with snack bar and restroom, four batting cages, two snack bars with restrooms, a maintenance building, bleacher seating, and walkways.

In addition, the City is negotiating a joint-use agreement with Natomas High School so that the high school's parking lots may be utilized by those going to OPUS Fields at the Natomas Baseball Complex.



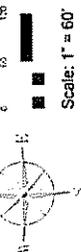
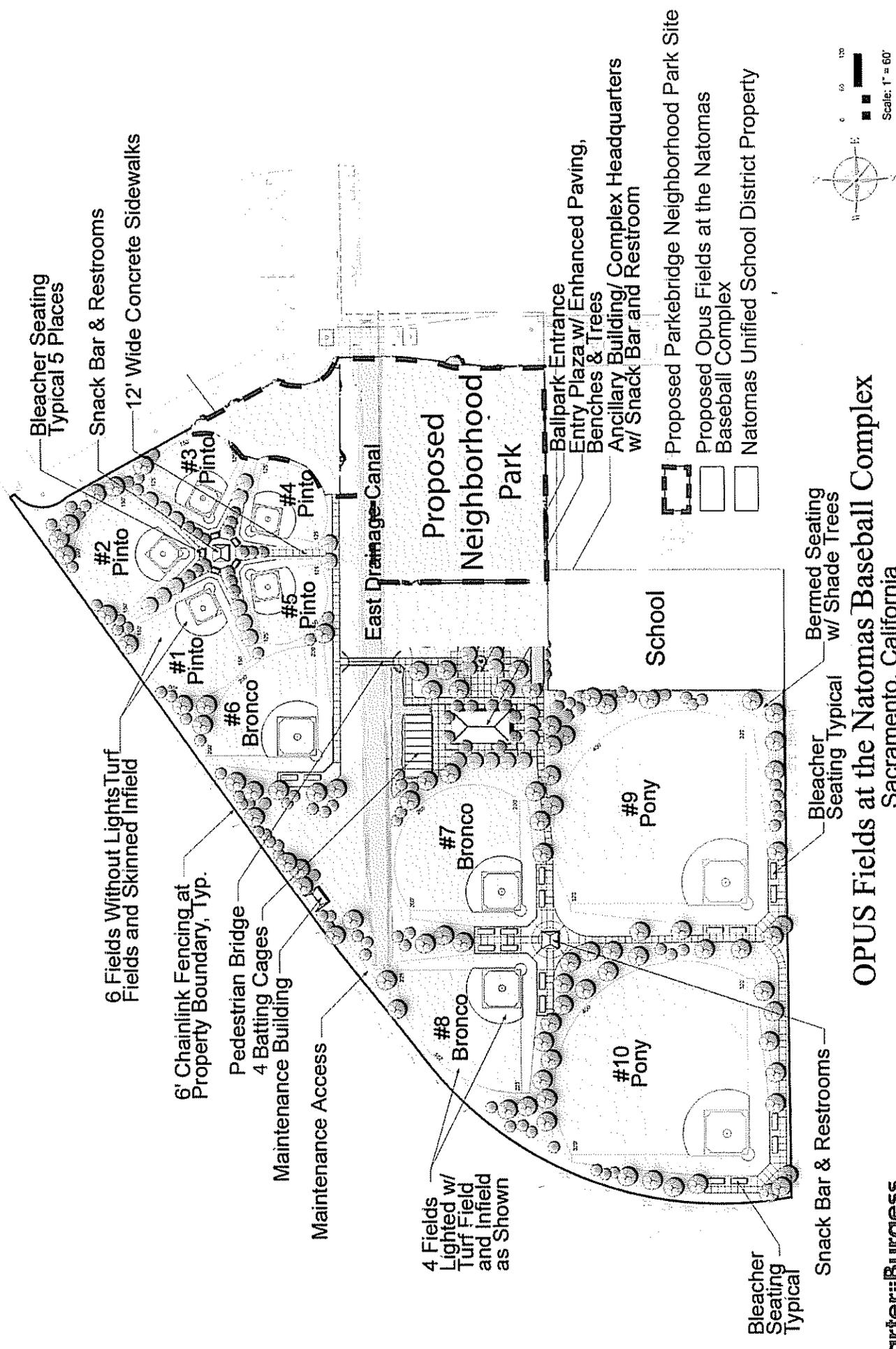
# City of Sacramento Department of Parks and Recreation OPUS Fields at the Natomas Baseball Complex & Parkebridge Neighborhood Park



**City Limits**

0 500 1000 1500 2000 Feet

City of Sacramento  
Department of Parks and Recreation  
Natomas Baseball Complex Project  
Council Report to City Council, OPUS Fields Park and  
September 13, 2003 (ch)



**OPUS Fields at the Natomas Baseball Complex**  
 Sacramento, California

Site Plan Illustrative

**Carter::Burgess**

March 22, 2007

Site Plan :: For Illustrative Purposes Only



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**CITY OF SACRAMENTO**

DEVELOPMENT SVCS  
DEPARTMENT

2101 ARENA BLVD. SUITE  
200 SACRAMENTO, CA  
95834

Environmental Planning  
SvcS PH 916-808-5538  
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**ADDENDUM TO AN ADOPTED ENVIRONMENTAL IMPACT REPORT**

The City of Sacramento, California, a municipal corporation, does prepare, make, declare, and publish this Addendum to an Adopted Environmental Impact Report for the following described project:

**OPUS Fields at the Natomas Baseball Complex**

The City of Sacramento, California, a municipal corporation, does hereby prepare, make declare, and publish this Addendum to a certified Environmental Impact Report for the following project:

The approved ParkeBridge residential development project includes a tentative subdivision map for the development of 531 residential units, and associated infrastructure, on an 86.7-acre site in the South Natomas area of Sacramento. The project applicant is in the process of purchasing 88.6 acres from the Natomas Unified School District (NUSD) and negotiating an agreement with the City of Sacramento to exchange approximately 29 acres (purchased from the NUSD) with 25 acres of City land. As a separate project, approximately 28 net acres (from the land exchange) would be developed as a community park in the future by the City.

This Addendum addresses the potential environmental impacts resulting from the construction and operation of a proposed 22-acre Baseball Complex and 3.8-acre neighborhood park on the approximately 28 acres from the previous land exchange.

There are no entitlements from the City of Sacramento required for the proposed project. The City Council would approve a Memorandum of Understanding between the City and

Natomas Youth Baseball for the construction of the facility, a Lease Agreement between Natomas Youth Baseball and the City, , and a Joint Use Agreement between the City and the Natomas Unified School District.

The City of Sacramento, Development Services Department, has reviewed the proposed project and based on the whole record before it, has determined that there is no substantial evidence that the project, as identified in the attached Addendum, would have a significant effect on the environment beyond that which was evaluated in the original EIR. A Subsequent EIR is not required pursuant to the California Environmental Quality Act of 1970- (Sections 21000, et. Seq., Public Resources Code of the State of California).

This Addendum to a certified EIR has been prepared pursuant to Title 14, Section 151 with prior arrangements, and 64 of the California Code of Regulations and the Sacramento Local Environmental Regulations (Resolution 91-892) adopted by the City of Sacramento.

A copy of this document and all supportive documentation may be reviewed or obtained at the City of Sacramento, Development Services Department, 2101 Arena Boulevard, Suite 200, Sacramento, California 95834. The public counter is open from 7:30 am to 3:30 pm. The documents are available with prior arrangements until 5:00 pm.

Environmental Services Manager, City of  
Sacramento, California, a municipal corporation

By:

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**OPUS Fields at the Natomas Baseball Complex  
Addendum to an Adopted Environmental Impact Report**

**PROJECT INFORMATION**

**File Number/Project Name: OPUS Fields at the Natomas Baseball Complex**

**Project Location: 3501 Fong Ranch Road**

**Existing Plan Designations and Zoning: Agriculture**

**Project Background:**

The Environmental Impact Report for the ParkeBridge Residential Subdivision (ParkeBridge or PBRS) (SCH 2005012119) evaluated the entitlements for the development of a site in which the proposed project site is located. The tentative subdivision map for the PBRS designated a 3.8-acre neighborhood park as 'Lot O – Park Site' and a 22.8-net-acre site as 'Lot A – Community Park Site'.

The entitlements included approval of the environmental determination and environmental impact report, Mitigation Monitoring Plan, Public Infrastructure Agreement, General Plan Amendment, South Natomas Community Plan Amendment, Rezone, Planned Unit Development, tentative subdivision map, subdivision modification, and PUD special permit to subdivide the parcel.

The PBRS EIR addressed the physical impacts related to the conversion of the proposed project site from its current vacant condition to a developed condition. However, the type and size of facilities for the parks were not known at the time of preparation of the PBRS EIR and; therefore, the analysis was programmatic. This Addendum analyzes the specific impacts associated with the development and operation of the two parks.

The proposed project site is located in the western portion of the ParkeBridge subdivision, at the southeast corner of the intersection of Truxel Avenue and Interstate 80. Interstate 80 and a portion of the associated on-ramp form the northern and western borders of the site. Bordering the east side of the site are existing homes, the future site of residential development of the ParkeBridge subdivision, and the Natomas High School. Athletic fields associated with the school are adjacent to the proposed project site on the south (see Attached site plan).

The City owns the majority of the proposed project site. The 3.8-acre site would be developed as a City neighborhood park, primarily serving the ParkeBridge Residential Subdivision. The City will lease 20.03 acres of the proposed project site to the Natomas Youth Baseball League. The City currently owns 22 acres, once development conditions are satisfied for the adjacent ParkeBridge development, Griffin Industries, the ParkeBridge developer, will dedicate the Phase 2 land to the City for the project. The League will construct and operate a Baseball Complex designed to serve a variety of ages.

Fong Ranch Road and Street "A" (a currently unnamed street) would provide access to the park. The extension of Fong Ranch Road, from the northern boundary of the Natomas High School through the ParkeBridge development, was approved as part of the ParkeBridge project. There would be a vehicular access point for the portion of the park north of the canal and another that accesses the portion south of the canal. Fong Ranch Road would provide access to the southern portion of the site, within the 3-acre park. Street "A" would provide access to the northern portion of the site, within the 8-

acre park.

The lighting for the Baseball Complex would consist of low-level pathway lighting, lighting for security, the parking lot, restrooms, snack bars, and administration building. For play after dark, only the four most western ball fields would be lit. The lights would be off unless play is taking place. It is anticipated that the lights turned off no later than 11:00 p.m. (see the discussion for Aesthetics, Light, and Glare below).

A Reclamation District 1000 (RD 1000) drainage canal traverses the proposed project site in an east/west direction. RD 1000 owns and maintains a drainage system that collects storm water and drainage and delivers them to pumping plants for disposal in the Sacramento River. The onsite canal is an open ditch, with levees on each side. A pedestrian bridge is proposed to allow access between the facilities north of the canal and the facilities south of the canal. Supports for the bridge would be installed on the land sides of the levees bordering the canal (see the discussion of Biological Resources below.) A pre-fabricated bridge would be "dropped" by crane onto the supports. The bridge would be removable so that the Reclamation District could maintain the canal

A 6-foot high chain link fence would surround the Baseball Complex. Gates are proposed between the Complex and the proposed neighborhood park to the east. The gates would be open when the ball fields are in use so that visitors to the Complex could use the park. Gates would also be installed between the Complex and the adjoining Natomas High School so that the ball fields could be used for practice and games by the school. The canal would be fenced on both sides with a 6-foot high fence.

The Master Plan for the 3.8-acre neighborhood park was created through the public participation process. The City's Parks and Recreation Department held a community workshop on August 21, 2006 to create the Master Plan. The park site proposes landscaping, a children's playground, group picnic area, park benches, meandering walkways and natural areas. A small skateboard park is proposed at the southern end of the park site, adjacent to a parking lot for the Natomas High School. The park would not be fenced, except along its joint boundary with the Baseball Complex. Low-level lights for security and along the pathways are proposed.

A public address system is proposed for the Baseball Complex. The City's Noise Ordinance would govern the use of the address system.

Utilities for the Neighborhood Park would be installed as part of the development of the ParkeBridge residential subdivision. The utilities for the Baseball Complex would be installed by the City at the time of development of the park. All necessary utility mains (water, wastewater, drainage, and electricity) are currently installed in Fong Ranch Road. As previously noted, Fong Ranch Road would be extended as part of the

development of the ParkeBridge residential subdivision. As part of the road extension, the City would extend the existing utilities north to the park, within Fong Ranch Road.

The City and the Natomas Unified School District would enter into an agreement for the use of parking spaces in the High School parking lot for use by the neighborhood park and Baseball Complex. The City and Natomas Unified School District would execute a Joint Use Agreement for the Baseball Complex. The Natomas High School would use the ball fields for practice and games. No offsite improvements, not previously analyzed in the EIR, are required as part of the proposed project.

Construction of the Baseball Complex is anticipated to start in Spring 2007, with completion not later than September 2008. This schedule is coordinated with the construction schedule of the ParkeBridge development so that the extension of Fong Ranch Road is constructed for use as access by the Baseball Complex. Due to funding, the Neighborhood Park would be constructed when 50-percent of the homes in the ParkeBridge subdivision are built.

**Project Components:**

The current project proposes the following features (see attached site plan):

- ☐ Construction of 5 "Pinto" ball fields, composed of turf outfields and dirt infields, with a bleacher for each,
- ☐ Construction of 3 "Bronco" ball fields, 1 composed of turf outfield and dirt infield, 2 composed of turf, with 2 to 4 bleachers for each,
- ☐ Construction of 2 "Pony" ball fields, composed of turf, with 4 bleachers for each, 1 field will also have bermed seating
- ☐ 2 snack bars with restrooms
- ☐ 4 Batting cages
- ☐ A multi-purpose field with two backstops
- ☐ Complex headquarters with snack bar and restrooms
- ☐ Entry plaza with benches
- ☐ 3-acre park with play area, group picnic area, small skateboard park, and participatory misting fountain
- ☐ 0.8-acre park with a volleyball court and group picnic area
- ☐ Maintenance building
- ☐ 2-each entry monument walls with scoreboard
- ☐ 12' wide concrete sidewalks
- ☐ Shade trees and landscaping throughout the site

**CONCLUSION TO PREPARE AN ADDENDUM TO AN  
ADOPTED ENVIRONMENTAL IMPACT REPORT**

An Addendum to a certified Environmental Impact Report may be prepared if only minor

technical changes or additions are necessary (CEQA Guidelines Section 15164). The City determined that the findings requiring a Subsequent Environmental Impact Report pursuant to CEQA Guidelines Section 15162 are not applicable to the proposed project.

All of the new information and evaluations are considered minor technical changes and do not include any new impacts that have not already been discussed in the original EIR.

The following findings are applicable to the proposed project:

An Addendum to a certified Environmental Impact Report may be prepared if only minor technical changes or additions are necessary (CEQA Guidelines Section 15164). The City determined that the findings requiring a Subsequent Environmental Impact Report pursuant to CEQA Guidelines Section 15162 are not applicable to the proposed project.

All of the new information and evaluations are considered minor technical changes and do not include any new impacts that have not already been discussed in the original EIR.

The following findings are applicable to the proposed project:

**1. No substantial changes are proposed to the ParkeBridge Residential Subdivision (PBRs) project that would require major revisions of the previous Environmental Impact Report (EIR).**

Although this Addendum provides additional information and evaluation, none of the new information and analysis will trigger the need for a Subsequent EIR. As previously discussed, the PBRs EIR anticipated the construction and operation of parks on the proposed project site (Page 2-1 of the EIR). The offsite public facilities (roads, water, sewer, drainage, etc.) currently proposed to serve the parks project are the same as analyzed in the original EIR. The proposed project site was included in the land area considered for disturbance in the original EIR. Neither the development nor operation of the proposed neighborhood park and Baseball Complex would result in any new environmental impacts or more severe impacts than those previously evaluated and mitigated in the PBRs EIR.

- ☐ **No substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions to the previous Environmental Impact Report due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.**

*The PBRS EIR was certified on March 14, 2006. No changes to the proposed project site have occurred since that time. The State and local agencies with approval authority of development on the site have not changed, nor has there been any change in their thresholds of significance or regulatory setting that are applicable to the proposed project.*

*Mitigation measures, developed in the original draft and final EIR, remain applicable to the proposed project, except as noted below, and would be required of the proposed project.*

*The PBRS EIR determined that the following significant impacts would result from either construction or operation of the ParkeBridge project and that implementation of mitigation measures would reduce the impacts to a less-than-significant level:*

- *PM10 emissions during construction (see Air Quality discussion below)*
- *Loss of one active burrowing owl nest burrow (see Biological Resources discussion below)*
- *Loss of individual giant garter snakes and their upland habitat (see Biological Resources discussion below).*
- *Expose new sensitive receptors to freeway noise levels (As shown on Figure 5.4-1, Noise Monitoring Locations in the original EIR, the proposed project site was included in the noise analysis. The proposed project would not increase the number of sensitive receptors on the proposed project site.)*
- *WB between Northgate Boulevard and Truxel Road (This impact was generated by the projected traffic associated with the residential subdivision. The mitigation measure for this impact would be constructed as part of the ParkeBridge Residential Subdivision.)*
- *Traffic impacts to intersection of Truxel Road and San Juan Road (This impact was generated by the projected traffic associated with the residential subdivision. The mitigation measure for this impact would be constructed as part of the ParkeBridge Residential Subdivision.)*
- *Traffic impacts to intersection of Truxel Road and Rosin Court Road (This impact was generated by the projected traffic associated with the residential subdivision. The mitigation measure for this impact would be constructed as part of the ParkeBridge Residential Subdivision.)*

The PBRS EIR determined that the construction and operation of the development would result in the following significant and unavoidable impacts. Findings of Facts and a Statement of Overriding Considerations these impacts were approved as part of the certification process of the original EIR:

- *Generation of more than 500 tons of solid waste per year (the proposed project would not significantly contribute to the amount of solid waste generated by the ParkeBridge development.)*
- *Impacts to I-80 mainline (This impact was generated by the projected traffic associated with the residential subdivision).*
  - *West bound (WB) between Norwood Avenue and Northgate Boulevard during AM peak hour*
  - *East bound (EB) between Northgate Boulevard and Norwood Avenue during PM peak hour*
  - *EB between I-5 and Truxel Road*
  - *I-80 WB between Northgate Boulevard and Truxel Road*

The proposed project would not result in impacts to the environment due to new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The following discussions address the potential environmental impacts associated with the development of the proposed project site with park uses:

#### Air Quality

Construction and operation of the proposed project would generate air emissions, which could affect air quality.

The threshold for Nox emissions during construction is 85 pounds per day. The estimated Nox emissions for construction of the proposed parks was modeled (September 13, 2006) using UBREMIS 2002. The results showed that construction of the parks would result in 31.83 pounds per day (lbs/dy), unmitigated emissions during construction taking place in 2007 and 49.53 lbs/day, unmitigated for construction taking place in 2008. Therefore, the Nox emissions estimated for construction of the proposed project are below the threshold of significance and; therefore, no mitigation is necessary.

Based on grading and building the entire residential development site of the ParkeBridge subdivision (86.7 acres), the original EIR determined that Nox emissions would exceed the 85 pounds per day threshold of significance (EIP, Page 5.1-13). Mitigation Measure 5.1-2 (Page 5.1-15) was included in the PBRs EIR to partially mitigate for the Nox emissions during construction of the residential subdivision. The impact was determined to be significant and unavoidable because full mitigation of the Nox emissions was not possible.

Because construction of the proposed project would not exceed the thresholds of significance, implementation of Mitigation Measure 5.1-2 is not necessary for

park construction.

Construction of the proposed parks would generate emissions of particulate matter less than 10 microns in size (PM10). Similar to construction of the ParkeBridge residential subdivision, heavy-duty equipment would generate the most PM10 during the grading phase when earth is moved.

According to the original EIR (page 5.1-13), implementation of mitigation would ensure that the maximum acreage graded per day for the ParkeBridge residential development would be less than significant according to SMAQMD.

The URBEMIS 2002 modeling program, which was used to estimate the PM10 emissions in the ORIGINAL EIR, calculates that the maximum acreage graded daily is normally 25 percent of the total project acreage. The proposed project site is 25.8 acres; therefore, the allowable maximum acreage graded per day would be one-fourth of the area, or 6.5 acres.

According to the particulate matter construction screening levels in the SMAQMD Guide (Appendix B, B.1), projects with a daily graded acreage of less than eight acres is required to water and maintain freeboard space of haul trucks. The use of emulsified diesel or diesel catalysts on heavy-duty construction equipment is not required. Therefore, Mitigation Measure 5.5-1 from the original EIR is modified for the proposed project:

*Mitigation Measure 5.5-1*

*The project applicant shall ensure that no more than 6.5 acres of the proposed project are disturbed on any day. During grading, the proposed project shall also:*

- Keep soil moist at all times.
- Maintain two feet of freeboard space on haul trucks.

The proposed project would be required to implement this measure as part of the project and; therefore, the potential impacts related to PM10 would be less than significant.

The proposed park would be used for passive activities, which would not create air pollutants. Therefore, operation of the proposed parks would not expose sensitive receptors (i.e., residents) to substantial pollutant concentrations.

Cultural Resources

The search for recorded prehistoric resources on the ParkeBridge project site found that "there are no previously recorded Native American sites located within or adjacent to the search radius. The search for recorded historic resources revealed "there are no recorded historic archeological sites located in the project site or the 0.25-mile search radius" (EIP Associates, Appendix A, Initial Study, Page 9). As noted in the original EIR, the PBRs site (which includes the proposed project site) "has the potential to contain buried prehistoric, paleontologic and/or historic artifacts, or human remains that are unknown to date". Mitigation Measure CR-1 (below) was included as part of the ORIGINAL EIR to ensure the proper assessment, handling, and actions are taken if cultural resources are discovered on the site.

Construction of the proposed project would not increase the severity of this impact and implementation of CR – 1 would reduce the proposed project's impacts to a less than significant level.

*Mitigation Measure CR-1*

- a. *In the event that any prehistoric or historic subsurface archeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, animal bone, obsidian and/or mortar are discovered during construction-related earth-moving activities, all work within 50 meters of the resources shall be halted and The City shall consult with a qualified archeologist to assess the significance of the find. Archeological test excavations shall be conducted by a qualified archeologist to aid in determining the nature and integrity of the find. If the find is determined to be significant by the qualified archeologist, representatives of the City and the qualified archaeologist shall meet to determine the appropriate course of action. All significant cultural materials recovered shall be subject to scientific analysis, professional museum curation, and a report shall be prepared by the qualified archeologist according to current professional standards.*
- b. *If a Native American site is discovered, the evaluation process shall include consultation with the appropriate Native American(s) representatives.*
- c. *If Native American archeological, ethnographic, or spiritual resources are involved, all identification and treatment shall be conducted by qualified archeologists who are certified by the Society of Professional Archaeologists (SOPA) and/or meet the federal standards as stated in the Code of Federal Regulations (36 C.F.R. 61), and Native American representatives who are approved by the local Native American*

*community as scholars of the cultural traditions.*

- d. The project proponent shall retain a qualified archeologist to conduct a workshop on the identification of subsurface cultural resources for all construction workers for the proposed project involved with grading, trenching, and/or digging. The workshop shall be completed prior to the commencement of any earth working or other construction activities. The project proponent shall provide to the City verification of compliance by all contractors and construction workers involved with grading, trenching, and/or prior to the issuance of any building permits.*
- e. Any identified cultural resource shall be recorded on the appropriate DPR 523 form by a qualified professional.*
- f. If a human bone or bone of unknown origin is found during construction, all work shall stop in the vicinity of the find and the County Coroner shall be contacted immediately. If the remains are determined to be Native American, the coroner shall notify the Native American Heritage Commission who shall notify the person most likely believed to be a descendent. The most likely descendent shall work with the contractor to develop a program for reinterment of the human remains and any associated artifacts. No additional work is to take place within the immediate vicinity of the find until the identified appropriate actions have taken place.*

### Biological Resources

As noted on Page 5.2-1 of the original EIR, as part of the biological analysis, the proposed project site was surveyed for biological resources. The project does not propose development outside of the boundaries of the site previously surveyed. The original EIR determined that development of the ParkeBridge project could affect burrowing owls and/or giant garter snakes. The land upland of the canal is potential habitat for the snakes. Because these two species could occur on the proposed project site, implementation of Mitigation Measures 5.5-2 and 5.5-3 is necessary to reduce impacts to a less-than-significant level.

#### *Mitigation Measure 5.5-2*

*The project proponent shall hire a qualified biologist to conduct a pre-construction burrowing owl survey. If nesting owls are found, no disturbance shall be allowed within 160-feet of the active nest burrow between February 1 and August 31. Outside the nesting season, and/or upon confirmation by the qualified biologist that all young have fledged and left an active nest,*

*burrowing owls present in the burrow shall be excluded from the burrow(s) by a qualified biologist through a passive relocation as outlined in the California Burrowing Owl Consortium's April 1993 Burrowing Owl Survey Protocol and Mitigation Guidelines. Once the burrows have been cleared, they must be hand-excavated and collapsed prior to project construction.*

*Mitigation Measure 5.2-3*

*The project applicant shall hire a qualified (i.e. permitted) biologist to monitor the project site to prevent the accidental loss of any giant garter snakes during construction. If any giant garter snakes are found, construction shall be halted until the biologist moves the snake to a safe location outside the construction area.*

Aesthetics, Light, and Glare

The original EIR included the following measure in order to mitigate spillover light that could adversely affect existing residential uses to the ParkeBridge site (EIP Associates, Appendix A, Initial Study, Page 4). The proposed project would include lighting. The Baseball Complex would include low-level pathway lighting, lighting for security, the parking lot, restrooms, snack bars, and administration building. The four most western ball fields would be lit for play after dark. Implementation of the following Mitigation Measure, from the original EIR, would reduce the impacts of the proposed project by ensuring that the park lighting does not spillover onto the adjoining properties.

*Mitigation Measure AE-1*

*All light standards shall be shielded and directed such that adjacent properties are not illuminated.*

**☐ No new information of substantial importance has been found that shows any of the following:**

- a) The project will have one or more significant effects not discussed in the original Environmental Impact Report;**

The PBRS EIR was prepared in October 2005. The conditions and regulatory environment under which the proposed project would be undertaken have not substantially changed since that time and; therefore, no new information was found that results in a significant effect that was not anticipated in the original EIR.

**b) Significant effects previously examined will be substantially more severe than shown in the previous Environmental Impact Report and EIRs;**

As discussed in this Addendum, the proposed project would not cause an increase in the severity of either a significant impact or a significant and unavoidable impact. The mitigations, except as noted, adopted as part of the original EIR are applicable to the proposed project. Implementation of those mitigations would reduce impacts to a less than significant level.

**c) Mitigation measures previously found to be infeasible would in fact be feasible and would substantially reduce one or more significant effects of the proposed project;**

No mitigations were found to be infeasible in the original EIR.

**Or**

**☐ Mitigation measures, which are considerably different from those, analyzed in the previous Environmental Impact Report and EIRs would substantially reduce one or more significant effects on the environment.**

As discussed, Mitigation Measure 5.5-1 would be slightly revised to reflect the reduction in the required level of mitigation for the proposed project's impacts because the proposed project would grade less area than the PBRs. The revisions reduce the amount of area of grading per day and remove specialized fuel requirements. These revisions are not considered substantial.

**Attachment 5**

**OPUS Fields at the Natomas Baseball Complex  
MITIGATION MONITORING PLAN**

**TYPE OF ENVIRONMENTAL DOCUMENT:**  
ADDENDUM TO PARKEBRIDGE ENVIRONMENTAL IMPACT REPORT

**PREPARED FOR:**  
CITY OF SACRAMENTO, DEPARTMENT OF PARKS & RECREATION

**DATE:**

September 12, 2006

**ADOPTED BY:**

**DATE:**

---

**ATTEST:**

---

**OPUS Fields at the Natomas Baseball Complex  
MITIGATION MONITORING PLAN**

**SECTION 1: PROJECT IDENTIFICATION**

**Project Name / File Number:** OPUS Fields at the Natomas Baseball Complex

**Owner/Developer- Name:** City of Sacramento

**Address:** 3501 Fong Ranch Road

**Project Description:**

The OPUS Fields at the Natomas Baseball Complex is a 22-acre baseball complex adjacent to a 3.8 acre neighborhood park located in South Natomas. The master plan for the baseball complex was created through the public participation process and was supported by the Parks and Recreation Commission.

**MITIGATION MONITORING PLAN**  
**OPUS Fields at the Natomas Baseball Complex**  
**ADDENDUM TO THE CERTIFIED ENVIRONMENTAL IMPACT REPORT**  
**SEPTEMBER 12, 2006**

---

**INTRODUCTION**

The California Environmental Quality Act (CEQA) requires review of any project that could have significant adverse effects on the environment. In 1988, CEQA was amended to require reporting on and monitoring of mitigation measures adopted as part of the environmental review process. This Mitigation Monitoring Plan (MMP) is designed to aid the City of Sacramento in its implementation and monitoring of measures adopted from the Addendum to the ParkeBridge Residential Subdivision DEIR.

**MITIGATION MEASURES**

The mitigation measures, as amended, are taken from the ParkeBridge Residential Subdivision DEIR, including the Initial Study included as Appendix A of the DEIR, and are assigned the same number they had in the DEIR. The MMP describes the actions that must take place to implement each mitigation measure, the timing of those actions, and the entities responsible for implementing and monitoring the actions.

**MMP COMPONENTS**

The components of each monitoring form are addressed briefly, below.

**Impact:** This column summarizes the impact stated in the DEIR.

**Mitigation Measure:** All mitigation measures that were identified in the ParkeBridge Residential Subdivision DEIR are presented, and numbered accordingly. The revised language for the Addendum is shown in strikethrough and underline. Strikeouts show deleted text and underlines the new text. The mitigation measures from the Initial Study are identified by topic and number.

**Action:** For every mitigation measure, one or more actions are described. These are the center of the MMP, as they delineate the means by which EIR measures will be implemented, and, in some instances, the criteria for determining whether a measure has been successfully implemented. Where mitigation measures are particularly detailed, the action may refer back to the measure.

**Implementing Party:** This item identifies the entity that will undertake the required action.

**Timing:** Each action must take place prior to the time at which a threshold could be exceeded. Implementation of the action must occur prior to or during some part of approval, project design or construction or on an ongoing basis. The timing for each measure is identified.

**Monitoring Party:** The City of Sacramento is responsible for ensuring that most mitigation measures are successfully implemented. Within the City, a number of departments and divisions would have responsibility for monitoring some aspect of the overall project. Occasionally, monitoring parties outside the City are identified; these parties are referred to as "Responsible Agencies" by CEQA.

**OPUS Fields at the Natomas Baseball Complex  
MITIGATION MONITORING PROGRAM CHECKLIST**

**PARKEBRIDGE RESIDENTIAL SUBDIVISION  
MITIGATION MONITORING PLAN**

**for Addendum to the Certified Environmental Impact Report  
Revised September 12, 2006**

| Impact   | Mitigation Measure   | Action  | Implementing Party | Timing  | Monitoring Party                                   |
|--|--|---|--------------------|---|--|
| 1) Project could create new sources of light or glare.   | AE-1<br>All light standards shall be shielded and directed such that adjacent properties are not illuminated.  | Design lighting system to avoid lighting of adjacent properties.  | Project developer  | Prior to the approval of final development plans and specifications.  | City of Sacramento Building Division               |
| 4(a) - (e). Project construction could uncover paleontological artifacts or unique geologic resources, or disturb human remains. | <p><b>Initial Study - 4. Cultural Resources</b></p> <p>(a) In the event that any prehistoric or historic subsurface archeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, animal bone, obsidian and/or mortar are discovered during construction-related earth-moving activities, all work within 50 meters of the resources shall be halted and the City shall consult with a qualified archeologist to assess the significance of the find. Archeological test excavations shall be conducted by a qualified archeologist to aid in determining the nature and integrity of the find. If the find is determined to be significant by the qualified archeologist, representatives of the City and the qualified archeologist shall meet to determine the appropriate course of action. All significant cultural materials recovered shall be subject to scientific analysis, professional museum curation, and a report shall be prepared by the qualified archeologist according to current professional standards.</p> <p>(b) If a Native American site is discovered, the evaluation process shall include consultation with the appropriate Native American(s) representatives.</p> | Verify that bid documents and contracts include provisions to cease excavation in the event of discovery of paleontological resources; excavation plan to be created and resources shall be donated to an appropriate cultural center, if required. | Project developer  | Prior to excavation; on-going as needed during construction; if applicable, excavation plan shall be prepared and adopted prior to any excavation being undertaken after discovery. | City of Sacramento Development Services Department |

**PARKEBRIDGE RESIDENTIAL SUBDIVISION**  
**MITIGATION MONITORING PLAN**

**for Addendum to the Certified Environmental Impact Report**  
**Revised September 12, 2006**

| Impact | Mitigation Measure   | Action | Implementing Party | Timing | Monitoring Party |
|--------|--|--------|--------------------|--------|------------------|
|        | <p>If Native American archaeological, ethnographic, or spiritual resources are involved, all identification and treatment shall be conducted by qualified archaeologists who are certified by the Society of Professional Archaeologists (SOPA) and/or meet the federal standards as stated in the Code of Federal Regulations (36 C.F.R. 61), and Native American representatives who are approved by the local Native American community as scholars of the cultural traditions.</p> <p>In the event that no such Native American is available, persons who represent tribal governments and/or organizations in the locale in which resources could be affected shall be consulted. If historic archaeological sites or historic architectural features are involved, all identification and treatment is to be carried out by qualified historical archaeologists or architectural historians. These individuals shall meet either Register of Professional Archaeologists (RPA) or 36 C.F.R. 61 requirements.</p> <p>(c)l The project proponent shall retain a qualified archaeologist to conduct a workshop on the identification of subsurface cultural resources for all construction workers for the proposed project involved with grading, trenching and/or digging. The workshop shall be completed prior to the commencement of any earth working or other construction activities. The project proponent shall provide to the City verification of compliance by all contractors and construction workers involved with grading, trenching, and/or prior to the issuance of any building permits.</p> <p>(d) Any identified cultural resource shall be recorded on the appropriate DPR 523 form by a</p> |        |                    |        |                  |

**PARKEBRIDGE RESIDENTIAL SUBDIVISION  
MITIGATION MONITORING PLAN**

**for Addendum to the Certified Environmental Impact Report  
Revised September 12, 2006**

| Impact  | Mitigation Measure   | Action   | Implementing Party                       | Timing  | Monitoring Party   |
|---|--|--|--|---|--|
|   | <p>qualified professional.</p> <p>(e) If a human bone or bone of unknown origin is found during construction, all work shall stop in the vicinity of the find and the County Coroner shall be contacted immediately. If the remains are determined to be Native American, the coroner shall notify the Native American Heritage Commission who shall notify the person most likely believed to be a descendant. The most likely descendant shall work with the contractor to develop a program for reinterment of the human remains and any associated artifacts. No additional work is to take place within the immediate vicinity of the find until the identified appropriate actions have taken place.</p> |  |  |   |  |
| <b>DEIR Section 5.1 Air Quality</b>   |  |  |  |   |  |
| <p>5.1-1 Project construction could generate emissions of PM<sub>10</sub>.</p>  | <p>5.1-1<br/>The project applicant shall ensure that no more than 45 5.5 acres of the proposed project site are disturbed on any day. During grading, the proposed project shall also:</p> <ul style="list-style-type: none"> <li>• Keep soil moist at all times.</li> <li>• Maintain two feet of freeboard space on haul trucks.</li> <li>• Use emulsified diesel or diesel catalysts on applicable heavy-duty diesel construction equipment.</li> </ul>  | <p>Verify that project contractor construction bid documents and contracts include demolition activity measures; periodic field inspections during construction.</p>                     | <p>Project developer/<br/>contractor</p> | <p>Prior to issuance of a grading or building permit; on-going during construction.</p> | <p>City of Sacramento Building Division; City of Sacramento Building Inspector</p> |
| <p>5.1-2 Project construction could generate emissions of ozone precursors.</p> | <p>5.1-2<br/>(a) The project shall provide a plan for approval by SMAQMD demonstrating that the heavy-duty (&gt;50 horsepower) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project-wide fleet average 20 percent NO<sub>x</sub> reduction and 45 percent particulate reduction compared to the</p>  | <p>Verify that project contractor construction bid documents and contracts include construction practices recommended by the SMAQMD; periodic field inspections during construction.</p> | <p>Project developer/<br/>contractor</p> | <p>Prior to issuance of a grading or building permit; on-going during construction.</p> | <p>City of Sacramento Building Division; City of Sacramento Building Inspector</p> |

**PARKEBRIDGE RESIDENTIAL SUBDIVISION  
 MITIGATION MONITORING PLAN**

**for Addendum to the Certified Environmental Impact Report  
 Revised September 12, 2006**

| Impact | Mitigation Measure   | Action | Implementing Party | Timing | Monitoring Party |
|--------|--|--------|--------------------|--------|------------------|
|        | <p>most recent CARB fleet average at time of construction.</p> <p>(b) The project representative shall submit to SMAQMD a comprehensive inventory of all off-road construction equipment, equal to or greater than 50-horsepower, that will be used an aggregate of 40 or more hours during any portion of the construction project. The inventory shall include the horsepower rating, engine production year, and projected hours of use or fuel throughput for each piece of equipment. The inventory shall be updated and submitted monthly throughout the duration of the project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs. At least 48 hours prior to the use of subject heavy-duty off-road equipment, the project representative shall provide SMAQMD with the anticipated construction timeline, including start date and name and phone number of the project manager and on-site foreman.</p> |        |                    |        |                  |
|        | <p>(c) The project shall ensure that emissions from all off-road diesel-powered equipment used on the project site do not exceed 40 percent opacity for more than three minutes in any one hour. Any equipment found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired immediately and SMAQMD shall be notified within 48 hours of identification of non-compliant equipment. A visual survey of all in-operation equipment shall be made at least weekly, and a monthly summary of the visual survey results shall be submitted throughout the duration of the project, except that the monthly summary shall not be required for any 30-day period in which no construction activity occurs. The monthly summary shall include the quantity and type of vehicles surveyed as well as</p>  |        |                    |        |                  |

**PARKEBRIDGE RESIDENTIAL SUBDIVISION  
MITIGATION MONITORING PLAN**

**for Addendum to the Certified Environmental Impact Report  
Revised September 12, 2006**

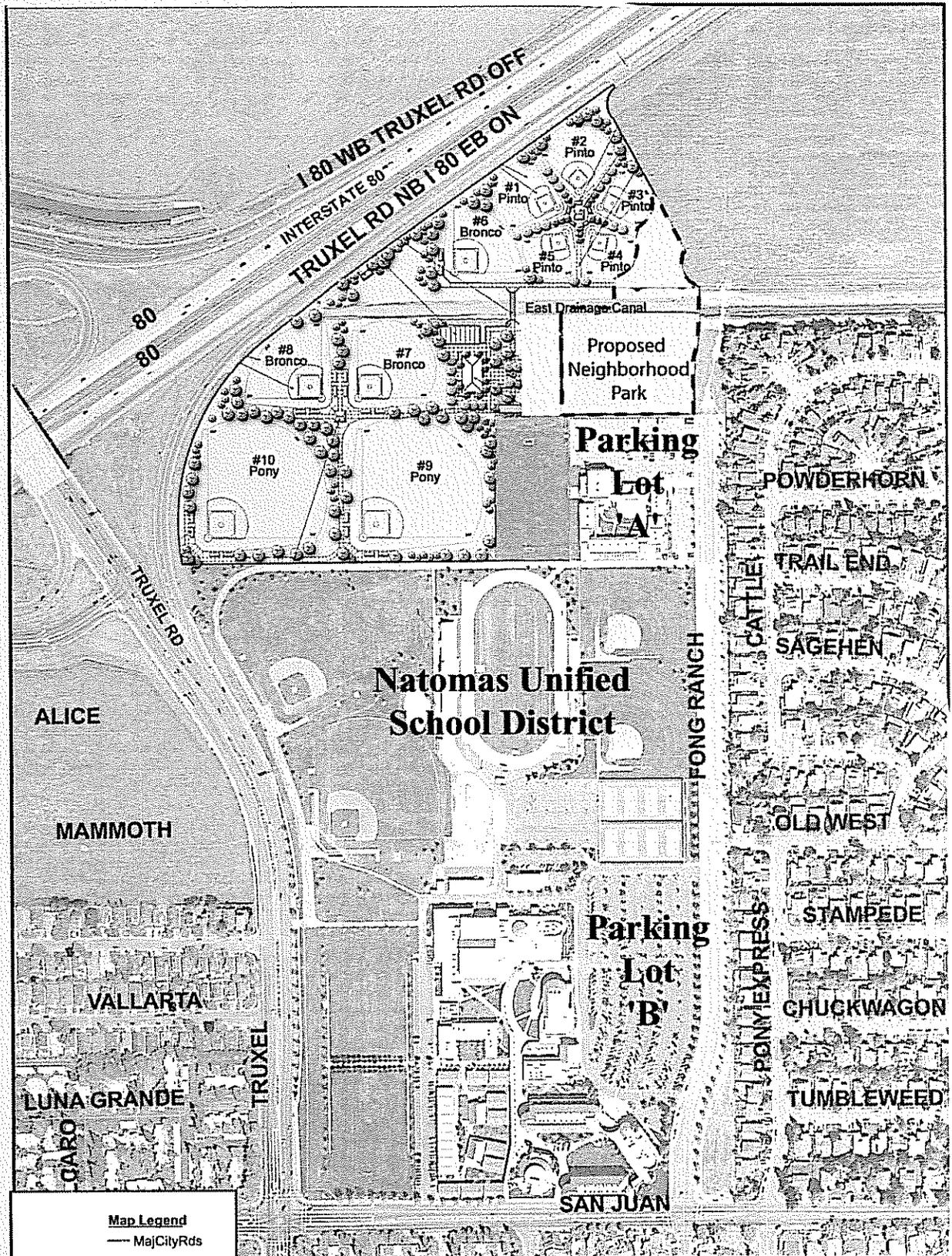
| Impact  | Mitigation Measure  | Action  | Implementing Party                            | Timing  | Monitoring Party   |
|---|---|---|---|---|--|
|   | <p><del>(e) Once mitigation measures 5.1-2 (a)-(e) are applied, an offsite mitigation fee will be paid to the SMAQMD to reduce residual construction emissions above SMAQMD thresholds. The fee will be based on the SMAQMD's current price per ton of NOx reduction.</del></p>   |   |   |   |  |
| <b>DEIR Section 5.2 Biological Resources</b>  |   |   |   |   |  |
| <p>5.2-2 The project could result in the loss of one active burrowing owl nest burrow.</p>  | <p>5.2-2<br/>The project proponent shall hire a qualified biologist to conduct a pre-construction burrowing owl survey. If nesting owls are found, no disturbance shall be allowed within 160-feet of the active nest burrow between February 1 and August 31. Outside the nesting season, and/or upon confirmation by the qualified biologist that all young have fledged and left an active nest, burrowing owls present in the burrow shall be excluded from the burrow(s) by a qualified biologist through a passive relocation as outlined in the California Burrowing Owl Consortium's April 1993 Burrowing Owl Survey Protocol and Mitigation Guidelines. Once the burrows have been cleared, they must be hand-excavated and collapsed prior to project construction.</p> | <p>Verify schedule for construction in the area of the any active nests; demonstrate retention of a qualified biologist to clear burrows.</p> | <p>Project developer, qualified biologist</p> | <p>Prior to excavation ground disturbance.</p>  | <p>City of Sacramento Development Services Department</p>  |
| <p>5.2-3 Development of the proposed project could result in the loss of individual giant garter snakes and their upland habitat.</p> | <p>5.2-3<br/>The project applicant shall hire a qualified (i.e., permitted) biologist to monitor the project site to prevent the accidental loss of any giant garter snakes during construction. If any giant garter snakes are found, construction shall be halted until the biologist moves the snake to a safe location outside the construction area.</p>   | <p>Demonstrate retention of qualified biologist to monitor presence of giant garter snakes.</p>   | <p>Project developer, qualified biologist</p> | <p>Prior to issuance of a grading or building permit; on-going during construction.</p> | <p>City of Sacramento, Development Services Department</p> |

**PARKEBRIDGE RESIDENTIAL SUBDIVISION**  
**MITIGATION MONITORING PLAN**

**for Addendum to the Certified Environmental Impact Report**  
**Revised September 12, 2006**

| Impact  | Mitigation Measure   | Action  | Implementing Party | Timing                                      | Monitoring Party   |
|---|--|---|--------------------|---|--|
| 5.4-2 The project would expose new sensitive receptors to freeway noise levels.   | 5.4-2 The project applicant shall ensure that the sound wall adjacent to Interstate 80 would be at least seven feet above the grade of the backyard of the nearest residences, and would achieve a 20 dBA transmission loss. | DEIR Section 5.4 Noise<br>Verify that project design for sound wall meets requirements of mitigation. | Project developer  | Prior to the issuance of a building permit. | City of Sacramento Development Services Department                   |
| 5.6-11 The project could contribute to unacceptable operations at local intersections (Northgate Boulevard and Resin Court) under cumulative with Fong Ranch Road conditions. | 5.6-11 (e) Add a second left turn lane creating dual left turn lanes to the eastbound approach.  | DEIR Section 5.6 Transportation and Circulation<br>Provide funding for noted improvements.            | Project developer  | Prior to building occupancy.                | City of Sacramento Department of Development Engineering and Finance |

# Natomas Unified School District Parking Lots



**RESOLUTION NO. 2007-**

Adopted by the Sacramento City Council

April 3, 2007

**APPROVING AGREEMENTS/SUPPLEMENTAL AGREEMENTS:  
OPUS FIELDS AT THE NATOMAS BASEBALL COMPLEX, CIP LB97**

**BACKGROUND:**

- A. The OPUS Fields at the Natomas Baseball Complex is a 20.03-acre baseball complex adjacent to a 3.8 acre neighborhood park located in South Natomas. The master plan for the baseball complex was created through the public participation process and was supported by the Parks and Recreation Commission.
- B. On March 14, 2006, pursuant to the California Environmental Quality Act (Public Resources Code §21000 *et seq.* ("CEQA"), the CEQA Guidelines (14 California Code of Regulations §15000 *et seq.*), and the City of Sacramento environmental guidelines, the City Council certified an environmental impact report (EIR) and, having reviewed and considered the information contained in the EIR, adopted findings of fact and findings of overriding consideration, adopted a mitigation monitoring program, and approved ParkeBridge Residential Subdivision P04-212 (Project).
- C. Natomas Youth Baseball will be responsible for the development and management of the baseball complex.
- D. The OPUS Fields at Natomas Baseball Complex (Project Modification) proposes to modify the previously approved ParkeBridge Residential Subdivision project by providing for the construction and operation of a 20.03-acre baseball complex and 3.8-acre neighborhood park.
- E. The City of Sacramento's Environmental Planning Services conducted or caused to be conducted an initial study on the Project Modification and determined that the proposed changes to the original project did not require the preparation of a subsequent EIR. An addendum to the previously certified EIR was then prepared to address the modification to the project.

- F. Pursuant to Guidelines section 15091(e), the documents and other materials that constitute the record of proceedings upon which the City Council has based its decision are located in and may be obtained from, the Office of the City Clerk at 915 I Street, Sacramento, California. The City Clerk is the custodian of records for all matters before the City Council.
- G. Long-term designs of public facilities are reviewed and approved by City Council.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The facility name "OPUS Fields at the Natomas Baseball Complex" is approved.
- Section 2. Having reviewed and considered the information contained in the previously certified Environmental Impact Report (EIR) for the OPUS Fields at the Natomas Baseball Complex project, the previously adopted findings of fact and findings of overriding consideration, the addendum, and all oral and documentary evidence received during the hearing on the Project Modification, the City Council finds that the previously certified EIR and the addendum constitute an adequate, accurate, objective, and complete review of the proposed Project Modification and finds that no additional environmental review is required based on the reasons set forth below:
  - A. No substantial changes are proposed by the Project Modification that will require major revisions of the previously certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
  - B. No substantial changes have occurred with respect to the circumstances under which the Project Modification will be undertaken which will require major revisions to the previously certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
  - C. No new information of substantial importance has been found that

shows any of the following:

1. The Project Modification will have one or more significant effects not discussed in the previously certified EIR;
2. Significant effects previously examined will be substantially more severe than shown in the previously certified EIR;
3. Mitigation measures previously found to be infeasible would in fact be feasible and would substantially reduce one or more significant effects of the Project Modification; or
4. Mitigation measures which are considerably different from those analyzed in the previously certified EIR would substantially reduce one or more significant effects on the environment.

Section 3. Based on its review of the previously certified EIR for the Project, the previously adopted findings of fact and findings of overriding consideration, and the addendum, the City Council finds that the EIR and addendum reflect the City Council's independent judgment and analysis, certifies the EIR and the addendum for the Project Modification, and readopts the findings of fact and findings of overriding consideration.

Section 4. Pursuant to California Environmental Quality Act (CEQA) section 21081.6 and CEQA Guidelines section 15091, a revised mitigation monitoring program is adopted for the Project Modification to require all reasonably feasible mitigation measures be implemented, as set forth in the mitigation monitoring program, by means of Project Modification conditions, agreement, or other measures.

Section 5. Upon approval of the Project Modification, the City's Environmental Planning Services shall file or cause to be filed a Notice of Determination with the Sacramento County Clerk and, if the project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to section 21152(a) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

Section 6. The OPUS Fields at the Natomas Baseball Complex Master Plan is approved.

- Section 7. The City Manager is authorized to execute Amendment No. 01 to City Agreement 2006-0201 with OPUS West, Inc., for either construction or funding for the construction of a regional baseball facility in Natomas in an amount not to exceed \$1,000,000.
- Section 8. The City Manager is authorized to execute the Memorandum of Understanding (MOU) between the City of Sacramento and Natomas Youth Baseball for the construction, maintenance, and operation of the Natomas Baseball Complex.
- Section 9. The City Manager is authorized to execute the lease agreement between the City of Sacramento and Natomas Youth Baseball for the Natomas Baseball Complex.

**Table of Contents:**

- Exhibit A – Amendment No. 01 to City Agreement 2006-0201  
Exhibit B – Memorandum of Understanding between the City of Sacramento and Natomas Youth Baseball  
Exhibit C – Lease Agreement between the City of Sacramento and Natomas Youth Baseball

**Exhibit A**

**AMENDMENT No. 01 TO AGREEMENT  
BY AND BETWEEN  
THE CITY OF SACRAMENTO  
AND  
OPUS WEST, INC.  
RELATIVE TO THE PROMENADE AT NATOMAS  
PLANNED UNIT DEVELOPMENT ("PUD") (City Agreement No. 2006-0201)**

This Amendment No. 1 to that certain agreement by and between the City of Sacramento ("City") and OPUS West, Inc. ("Developer") relative to the Promenade at Natomas Planned Unit Development ("PUD") (City Agreement No. 2006-0201) is effective as of \_\_\_\_\_, 2007.

**RECITALS**

WHEREAS, Developer is developing a regional shopping center and office complex within the City known as Natomas Promenade; and

WHEREAS, on September 28, 2004, the City Council adopted Resolution 2004-776 creating the Promenade at Natomas Planned Unit Development ("PUD"); and

WHEREAS, PUD Condition 2.e. provides, in part, that:

- e. Prior to the issuance of the first certificate of occupancy of the first building onsite, the applicant will enter into an agreement with the City that shall include the following:
  - v. The applicant shall either construct or provide funding for the construction of a Regional Youth Baseball facility in South Natomas up to a cost of \$1,000,000; and

WHEREAS, the City and Developer entered into City Agreement No. 2006-0201 to satisfy the requirements of Condition 2.e. of the PUD; and

WHEREAS, paragraph 4.e. of City Agreement No. 2006-0201 sets forth the terms by which Developer shall satisfy its obligation under Condition 2.e.v. of the PUD; and

WHEREAS, the public purpose served by Condition 2.e.v. of the PUD and paragraph 4.e. of City Agreement No. 2006-0201 is to construct a youth baseball facility in South Natomas to serve the recreational needs of the residents of the City; and

WHEREAS, the City and Developer agree that the public purpose of constructing a youth baseball facility in South Natomas will best be served by amending paragraph 4.e. of City Agreement No. 2006-0201 to allow Developer to directly fund construction of the facility by a third party approved by the City.

THEREFORE, the City and Developer, as parties to City Agreement No. 2006-0201, ("Agreement"), hereby amend paragraph 4.e. of the Agreement to read as follows:

"Upon written request by the City, DEVELOPER shall pay the City or a third party designated by the City an amount equal to the estimated cost to construct a regional youth baseball facility in South Natomas pursuant to plans and specifications approved by the City; provided, however, Developer shall not be required to pay more than \$1,000,000. Developer shall make full payment within 90 days of the City's written request for payment."

Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Developer shall perform all of the duties, obligations, and conditions required under the Agreement, as supplemented and modified by this amendment.

Executed as of \_\_\_\_\_

City of Sacramento

OPUS West, Inc.

\_\_\_\_\_  
Ray Kerridge, City Manager

\_\_\_\_\_  
Name  
Title

Approved as to Form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

**Exhibit B**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SACRAMENTO AND  
NATOMAS YOUTH BASEBALL**

This memorandum of understanding (MOU) is made in Sacramento, California, as of APRIL 3, 2007, by the City of Sacramento ("City") a charter municipal corporation and Natomas Youth Baseball ("NYB"), a California not-for-profit corporation. The City and NYB may be referred to collectively as "Parties" or in the singular as "Party", as the context requires.

**RECITALS**

The City and NYB have entered into this MOU with reference to the following facts and circumstances:

WHEREAS, the City and NYB desire to cooperate in the construction, maintenance, and operation of a state of the art baseball complex to serve the recreation needs of the residents of the City;

WHEREAS, the City owns the property shown and identified as "City Property" in Exhibit "A" attached hereto and incorporated herein by this reference ("City's Property").

WHEREAS, NYB desires to arrange for the design and construction of a baseball complex on the City's Property at no cost to the City.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

**1. TERM OF MOU; TERMINATION**

This MOU shall be effective when it is signed by both Parties and shall remain in effect until September 15, 2008, or final completion and acceptance by the City of the improvements to be constructed pursuant to this MOU, whichever occurs first.

**2. RESPONSIBILITIES OF THE PARTIES.**

NYB will do the following:

A. Design and construct on the City's Property, at no cost to the City, a baseball complex, the design of which is subject to the approval of the City. Upon final completion and acceptance by the City, all works of improvement placed on the City's Property shall become the property of the City without the requirement of reimbursement to NYB.

B. Include the following elements, at a minimum, in the design and construction of the baseball complex improvements:

- (1) The entire site graded for proper drainage.
- (2) A six foot chain link fence along site perimeter.
- (3) Five "Pinto Fields" with skinned-infields and pitcher's mounds and turf installed in the outfields.
- (4) Three "Bronco Fields," one field with skinned-infields and pitcher's mounds and turf installed in the outfields, and two fields with all grass infields and outfields and lights.
- (5) Two "Pony Fields" with all grass infields and outfields and lights.
- (6) A pedestrian bridge over Reclamation District 1000's East Drainage Canal.
- (7) Two snack bars with restrooms; one ancillary/baseball complex headquarters building with a snack bar and restroom; and, one maintenance building.
- (8) Four enclosed batting cages.
- (9) Bleacher seating at each baseball field for spectators behind the home plate area, with "berm-seating" along the sides of the playing fields.
- (10) Entry Plaza with enhanced paving, including seating, entry sign, security lighting and landscaping.
- (11) Drop off area paving, curb, gutter and sidewalk.
- (12) Concrete pathways through out the City's Property.
- (13) Irrigation for the entire site.

(14) Landscaping and dense tree planting in non-active recreation areas.

(15) Fencing in accordance with the California Department of Transportation's recommendations along the Truxel Road onramp to Interstate 80.

(16) A six (6) foot chain link fence installed along the entire length of the East Drainage Canal on both the north and south sides of the canal. The chain link fence and any other improvements within ten feet of the levee toe must be reviewed and approved in advance by Reclamation District 1000 ("RD 1000").

To the extent required by law, the baseball complex improvements shall be designed and constructed to fully-comply with the Americans with Disabilities Act ("ADA") Accessibility Guidelines or Title 24 of the California Code of Regulation, whichever provides greater access.

C. Arrange for the design and construction of the baseball complex at no cost to the City (as no City funds are to be utilized for this project, neither the NYB nor any of its agents, contractors, subcontractors, or volunteers are subject to the Prevailing Wage provisions) subject to the terms and conditions set forth below:

(1) NYB shall complete a new site survey.

(2) NYB shall submit the design and construction drawings to, and obtain the approval of, the Landscape Architecture Services Section of the Department of Parks and Recreation and various units of the Departments of Development Services and Utilities. All improvements shall be made to the City's Standard Specifications for Public Works Construction and/or Park and Recreation Facility Design and Development Standards and approved in writing in advance by the City. The City shall work closely with NYB in the design of the improvements; however, the City retains the right of final approval. All plans and specifications for such improvements, cost estimates, and the schedule for construction, shall be submitted to City for its prior review and approval. At the same time, NYB shall submit to City for its review and approval evidence of adequate financing or other arrangements to the improvements and will pay the necessary fees for the submissions.

(3) NYB shall obtain environmental approval from the City's Development

Services Department, Environmental Services Division. NYB shall retain a qualified biologist to conduct a pre-construction burrowing owl survey. NYB shall also retain a qualified (i.e., permitted) biologist to monitor the City's Property to prevent the accidental loss of any giant garter snakes during construction.

(4) Prior to grading, NYB shall file a Notice of Intent with the State Water Resources Board, file the appropriate plan, and pay the related fees.

(5) NYB shall be responsible for satisfying the Habitat Conservation Plan requirements necessary to develop the entire 20.619-acres that comprise the City's Property.

(6) NYB shall obtain all necessary approvals from RD 1000 for the pedestrian bridge that will cross RD 1000's drainage canal. The City shall be responsible for obtaining the necessary approvals from RD 1000 for the chain link fence described in Section 2.B(16), above.

(7) NYB shall obtain all necessary building permits and pay appropriate fees.

(8) NYB shall have the project inspected by the City and pay the associated fee to the City.

(9) NYB shall pay appropriate fees for each of the City-related processes, reviews and approvals as determined after the project has been designed.

(10) NYB, its agents, contractors, subcontractors, and volunteers, in the performance of this MOU, shall act in an independent capacity and not as officers or employees or agents of the City.

(11) NYB, its agents, contractors, subcontractors, and volunteers shall assume all responsibility for their activities and operations and shall bear all losses and damages directly or indirectly resulting from their activities and operations whether the result of unforeseen difficulties, accidents, negligence or other causes not predicated on the active negligence of the City.

(12) NYB shall indemnify and save harmless, the City, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to the extent such Liabilities are caused by or arise from any negligent act or omission, recklessness or willful misconduct of the NYB, its contractors,

subcontractors, agents, or volunteers, and their respective officers and employees, in connection with the performance or nonperformance of this MOU, whether or not (i) such Liabilities also are caused in part by the passive negligence of the City, its officers or employees, (ii) the City, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the NYB, or (iii) such Liabilities are litigated, settled or reduced to judgment.

(13) NYB shall, upon the City's request, defend at the NYB's sole cost any action, claim, suit, cause of action or portion thereof that asserts or alleges Liabilities caused by or arising from any negligent act or omission, recklessness or willful misconduct of the NYB, its contractors, subcontractors, agents, or volunteers, and their respective officers and employees, in connection with the performance or nonperformance of this MOU, whether such action, claim, suit, cause of action or portion thereof is well founded or not.

(14) NYB shall be responsible for all regulatory compliance including but not limited to compliance with environmental and OSHA requirements.

(15) NYB shall be solely and completely responsible for furnishing, installing, and maintaining all warning signs and devices necessary to safeguard the general public and the work, and to provide for the proper and safe routing of vehicular and pedestrian traffic during the performance of the work. This requirement shall continuously and not be limited to normal working hours. The use of flagman, barricades, and construction signing shall comply with the current edition of Work Area and Traffic Control Handbook.

(16) NYB shall all times during and after construction of the improvements, pay when due all sums of money that may become due for any labor, services, materials, supplies or equipment furnished or to be furnished to or for, in or upon the improvements, and shall at its sole cost and expense promptly satisfy any mechanic's or materialmen's liens relating thereto, and obtain the release and discharge thereof.

(17) NYB shall, upon completion of the construction of the improvements, submit to City as-built plans and specifications for approval by City's Department of Department of Parks and Recreation, Park Planning Design and Development Division. Upon approval of such plans and conditions, and upon satisfaction of any other applicable requirements, including but not limited to matters related to warranties and liens which must be removed by NYB, City will accept the improvements.

NYB shall, prior to City's acceptance, transfer all warranties to City, and shall execute a one-year warranty agreement with respect to the improvements.

(18) NYB shall ensure that any materials stored on the City's Property shall be placed so as to minimize any hazard to the public and so that no damage to public property will result. NYB, its contractors, subcontractors, agents, or volunteers shall constantly preserve public safety. Any property damage caused by NYB, its contractors, subcontractors, agents, or volunteers shall be repaired to the satisfaction of the City.

(19) NYB shall coordinate with Natomas High School and Discovery High School on construction work hour restrictions to minimize conflicts between construction traffic and school traffic.

(20) Until the completion and final acceptance by City of all improvements under this MOU, the improvements and the site shall be under NYB's responsible care and charge. NYB shall take reasonable measures to protect the improvements and the site from damages of any kind. NYB shall rebuild, repair, restore and make good all injuries, damages, re-erectments,

and repairs occasioned or rendered necessary by causes of any nature, to all or any portions of the improvements or the site.

D. Insurance Requirements. During the entire term of this MOU and until final completion and acceptance by the City of the improvements provided for in this MOU, NYB shall, at its sole cost, maintain in full force and affect the insurance coverage described in this section.

It is understood and agreed by NYB that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required of or carried by the Contractor.

(1) Minimum Scope and Limits of Insurance Coverage

a. Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

b. Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

c. Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation.

(2) Additional Insured Coverage

a. Commercial General Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of NYB, products and completed operations of NYB, and premises owned, leased or used by NYB. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

b. Automobile Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

(3) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

a. NYB's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.

c. Coverage shall state that NYB's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

(4) Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A.V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 4 must be declared to and approved by the City Risk Management Division in writing prior to execution of this Agreement.

(5) Verification of Coverage

a. NYB shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City's Risk Management Division. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

b. The City may terminate the MOU if the certificates of insurance and endorsements required have not been provided prior to execution of this MOU or if the insurance is canceled or NYB otherwise ceases to be insured as required herein.

(6) Contractors

NYB shall require and verify that all contractors it retains to perform work under this MOU maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection (D)(1), above.

E. All construction must be complete, and final certificates of occupancy or other final approvals issued, by September 15, 2008.

The City will do the following:

A. Allow NYB to access the City's Property free of charge to construct the baseball complex.



6. NON-WAIVER

Waiver of any breach of, or default under, this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU.

7. ENTIRE AGREEMENT; MODIFICATION

This MOU contains all of the terms and conditions as agreed upon by the Parties, and supercedes any and all oral or written communications by and between the Parties.

No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the Parties. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties subsequent to the commencement of this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides to the contrary.

8. ASSIGNMENT PROHIBITED

NYB may not assign any right or obligation pursuant to this MOU without the prior written approval of the City, which approval the City may grant in its sole and exclusive discretion. Any attempt or purported assignment of any right or obligation pursuant to this MOU without the City's prior written approval shall be void and of no effect.

9. SEVERABILITY

If any term, covenant, or condition of this MOU is held to by a court of competent jurisdiction to be invalid, the remainder of this MOU shall remain in full force and effect.

10. GOVERNING LAW

The interpretation and enforcement of this MOU shall be governed by the laws of the State of California, the state in which the Agreement is signed.

11. COUNTERPARTS

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

12. CAPTIONS

The headings or captions contained in this MOU are for identification purposes only and shall have no effect upon the construction or interpretation of this MOU.

13. AMBIGUITIES

The Parties have each carefully reviewed this MOU and have agreed to each term of this MOU. No ambiguity shall be presumed to be construed against either Party.

14. AUTHORITY

The people executing this MOU have the capacity and are authorized to execute this MOU as the representatives of their respective Party, and to bind their respective Party to the terms of this MOU.

**CITY OF SACRAMENTO,**  
a Municipal Corporation

By: \_\_\_\_\_  
Ray Kerridge, City Manager

Attest:

\_\_\_\_\_  
CITY CLERK

Approved As To Form: \_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Deputy City Attorney  
**NATOMAS YOUTH BASEBALL,**  
a California non-profit Corporation

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

\_\_\_\_\_  
Title

**Exhibit C**

**LEASE AGREEMENT**  
**LESSOR: CITY OF SACRAMENTO**  
**LESSEE: NATOMAS YOUTH BASEBALL**  
3501 Fong Ranch Road, Sacramento, CA. 95834

THIS LEASE is made as of \_\_\_\_\_ by and between the CITY OF SACRAMENTO, a municipal corporation ("Lessor" or "City"), and NATOMAS YOUTH BASEBALL, a California nonprofit corporation ("Lessee"), who agree as follows:

**1. DESCRIPTION OF PREMISES.**

a. For and in consideration of the payment of rents and performance of the covenants herein contained Lessor leases to Lessee and Lessee leases from Lessor the property shown and identified as "City Property" in Exhibit "A" attached hereto and incorporated herein by this reference ("Premises").

b. Parkebridge LLC owns the property shown and identified as "Parkebridge Property" in Exhibit "A". The Parkebridge Property is part of 113.3+/- acre parcel that Parkebridge LLC intends to subdivide. As a condition of approval of the tentative map to subdivide the 113.3 +/- acre parcel, Parkebridge LLC must dedicate to Lessor in fee title the Parkebridge Property after satisfying certain conditions. Lessor and Lessee agree that if Parkebridge LLC dedicates to Lessor in fee title the Parkebridge Property, and if the dedication is accepted by the Lessor, then the Parkebridge Property shall be subject to this Lease and the City Property and the Parkebridge Property together shall constitute the Premises. The annual rent Lessee is required to pay pursuant to Section 3 of this Lease shall not be increased in the event the Parkebridge Property becomes part of the Premises.

**2. TERM.**

a. The term of this Lease shall be for twenty (20) years commencing upon final completion and acceptance by the City of the works of improvement to be constructed by NYB on the Premises pursuant to the memorandum of understanding between the City of Sacramento and NYB relating to improvement at the Natomas Baseball Complex ("Initial Lease Term") subject to prior termination by Lessor in the event of a breach of any of the terms or conditions of the Lease. Lessor and Lessee shall execute a certification setting forth the commencement date and the expiration date of the Initial Lease Term of this Lease, which shall be in the form attached as Exhibit "B". In the event the works of improvement are not completed and accepted by Lessor by September 15, 2008, then this Lease shall be voidable in the sole discretion of Lessor.

If Lessee shall for any reason holdover beyond the term with Lessor's consent, express

or implied, such holding over shall not be a renewal of this Lease but shall be a month-to-month tenancy subject to the terms and conditions of this Lease or subject to such other terms as Lessor may specify.

b. Lessee is given the option to one twenty year(20) extended term ("Extended Term") following expiration of the Initial Lease Term, unless this Lease is sooner terminated, by giving notice of exercise of the option ("Option Notice") to Lessor no less than six (6) months before the expiration of the Initial Lease Term. Notwithstanding the foregoing, if Lessee is in default of the terms and conditions of this Lease when it delivers the Option Notice, Lessee shall have no right to the Extend Term and the Lease shall terminate at the end of the Initial Lease Term, or if Lessee is in default on the date the Extended Term is to commence, the Extended Term shall not commence.

### 3. RENT.

a. Lessee agrees to and shall pay to Lessor at the Revenue Division of the City of Sacramento, 915 "I" Street, 1<sup>st</sup> Floor , Sacramento, California 95814, as rent for the Premises during the Initial Lease Term, the sum of **One Hundred Dollars (\$100) per year.** Lessee shall make payment on or before the fifteenth (15) day of September of each year.

b. A late charge ("Late Charge") of six percent (6%) of the amount due shall be added to any amount, which is not received by the Lessor's Revenue Division on or before the date due. The rent amount due and Late Charge shall compound at a rate of one and five tenths percent (1.5%) monthly until the outstanding balance is paid in full. Imposition and/or collection of a Late Charge shall in no way be construed as a waiver of any right or remedy available to Lessor in the event of a default by Lessee.

c. Annual rent for the Extended Term shall be mutually agreed to by the parties within ninety (90) days of Lessee's delivery of the option notice. In no event shall the annual rent be less than \$100 per year. In the event the parties cannot reach agreement on monthly rent, this Lease will terminate at the end of the Initial Lease Term.

### 4. PERMITTED USE.

a. Lessee shall, during the term of this Lease, occupy, maintain, and operate the Premises for the purposes of furnishing recreational activities, including but not limited to baseball. Lessee's failure to so occupy, maintain, and operate the Premises shall be grounds for termination of the Lease. Lessor shall have the right to prohibit, or order discontinuance of, any use or activity on the Premises that Lessor determines, in its sole discretion, is not a permitted use.

- b. Lessee shall actively participate in planning and coordinating programs at the Premises with the City.
- c. Lessee shall neither permit nor carry on any activity nor allow any condition on the premises which is a public or private nuisance.
- d. Lessee shall not operate any amplified sound, music system, or lighting system in a manner which interferes with the reasonable enjoyment by the public of adjacent areas or of private citizens within adjacent private property. Lessee shall immediately comply with any written request of Lessor concerning the use of such sound system including, but not limited to, a request to: (1) cease the use of said equipment; and (2) reduce the level of sound output of such system.
- e. Pursuant to a joint use agreement between Lessor and the Natomas Unified School District ("District") for use of the District's parking lots, Lessee and its invitees shall be permitted to use the parking lots shown and identified as Natomas Unified School District Parking Lots in Exhibit "C" at no charge for the purpose of accessing the Premises. Lessee's and its invitees' use of the parking lots shall at all times be subject to the terms and conditions of the joint use agreement, the terms and condition of which are incorporated into this Lease by reference.
- f. NYB shall not install, cause to be installed, or allow to be installed on the Premises any telecommunications facilities, i.e., facilities designed for the provision of cellular telephone facilities and other personal wireless services, including but not limited to transmitters, towers and other equipment without first fully complying with the provisions of Sacramento City Code section 3.76.050.

**5. NO WARRANTIES BY LESSOR.**

Lessor makes no representation or warranty of any kind, express or implied, as to the suitability of the Premises for the specified use. Lessee represents and warrants that it has independently made a full and thorough investigation and examination of the Premises and that it is entering this Lease relying only upon facts ascertained from said independent investigation.

**6. LESSOR'S RIGHT OF ENTRY.**

Lessor reserves the right to enter the Premises at reasonable times to carry out any building management or business purpose in or about the Premises, without any abatement of rent. Lessor, at its sole discretion, may make a detailed and formal inspection and evaluation annually to ensure compliance with this Lease by Lessee. Each such inspection will be followed by a report in writing with a copy given to Lessee.

**7. TERMS AND CONDITIONS APPLICABLE TO CONSTRUCTION OF ADDITIONAL IMPROVEMENTS**

- a. Pursuant to the memorandum of understanding between the City and NYB relating to improvement at the Natomas Baseball Complex ("MOU"), Lessee is

responsible for the design, permitting, development, and construction baseball fields, structures, support facilities and grounds on the Premises. During the term of this Lease, Lessee, at its sole cost and expense, may elect to also perform improvements other than those described in the MOU ("Additional Improvements"); provided, however, all Additional Improvements will be made to City of Sacramento's specifications and approved in writing in advance by the City Manager or designee. Lessor shall work closely with Lessee to accomplish the mutually described objectives of the Additional Improvements; however, Lessor retains the right of final approval.

b. Once the work is begun, Lessee shall, with reasonable diligence, pursue to completion all construction of Additional Improvements, additions, or alterations. Additional Improvement projects shall be completed within six (6) months after commencement of construction, and all Additional Improvements shall be completed and ready for use by the end of the term of this Lease. Except for good cause as approved by the Director, failure to complete construction in accordance with the aforementioned schedule shall, at Lessor's election exercised by notice, terminate this Lease.

c. All work shall be performed in a good and workmanlike manner, shall substantially comply with plans and specifications submitted to Lessor as required by this Lease, and shall comply with all applicable governmental permits, laws, ordinances, and regulations including, but not limited to, building codes, fire codes, zoning, the Americans with Disabilities Act ("ADA"), Access for the Disabled, and the California Environmental Quality Act ("CEQA"). Lessee shall assume all fees and charges levied in connection with the issuance of permits and/or conformance to the ADA.

d. Lessee shall notify Lessor at agreed upon stages of construction in order to permit Lessor to inspect the progress of construction, the quality of Additional Improvements and the installation of mechanical equipment. Prior to final acceptance, Lessor may make a final inspection and provide a written report to Lessee of deficiencies, if any. Lessee agrees to correct all deficiencies as a condition precedent to receiving Lessor's approval for improvements.

e. On completion of any Additional Improvement, Lessee shall give Lessor notice of all changes in plans or specifications made during the course of the work. Lessor acknowledges that it is common practice in the construction industry to make minor changes during the course of construction. Changes that do not substantially alter plans and specifications previously approved by Lessor do not constitute a breach of Lessee's obligations.

f. Lessee shall not suffer or permit to be enforced against the Premises or any part of it any mechanic's, material man's, contractor's, or subcontractor's lien arising from any Additional Improvement, however it may arise. Lessee shall give written notice to Lessor at least fourteen (14) days before any materials or services of any type are delivered to, or on the Premises for any purpose for which a mechanic's, material

man's, contractor's, or subcontractor's lien may attach to the Premises, so as to enable Lessor to post a notice of non-responsibility on the Premises. Lessee may in good faith, and at Lessee's own expense, contest the validity of any such asserted lien, claim, or demand, provided Lessee has furnished the bond required in California Civil Code Section 3143 (or any comparable statute hereafter enacted for providing a bond freeing the Premises from the effect of such a lien claim).

g. Lessee shall defend and indemnify Lessor against all liability and loss of any type arising out of work performed on the Premises by Lessee, together with reasonable attorneys' fees, whether for outside counsel or the City Attorney, and all costs and expenses incurred by Lessor in negotiating, settling, defending, or otherwise protecting against such claims.

h. Upon termination or expiration of this Lease, any improvements and Additional Improvements placed by Lessee shall become the property of Lessor without the requirement of reimbursement to Lessee therefore. Lessee may provide, at its sole cost and expense, any legal security devices, installations or equipment designed for the purpose of protecting the Premises from theft, burglary or vandalism providing that written approval for any such installation be first obtained from the City Manager or designee.

## **8. NAMING RIGHTS AND ADVERTISING SIGNAGE**

a. To raise revenue to fulfill its obligations under this Lease, Lessee may pursue sponsorship of the Premises, the individual baseball fields, and any other amenities within the Premises, including offering naming rights for a period of up to 5 years; provided, however, all proposed names must be consistent with the City Council's naming policy for City facilities pursuant to City Council Resolution 2001-779 which is incorporated by reference.

b. During the term of this Lease, Lessee shall have the right to place suitable advertising on the Premises and to retain the revenues generated to be used for the operation and maintenance of the Premises.

All signage must comply with the City of Sacramento's sign regulations. Because the Premises is a publicly-owned resource that may not be used in political campaigns, political advertising shall not be permitted. Furthermore, the advertising of alcohol or tobacco-related products is prohibited.

## **9. OPERATION AND MAINTENANCE OF PREMISES.**

a. Lessee agrees that the Premises shall be operated by a nonprofit corporation and on a nonprofit basis.

- b. Lessee agrees that no discrimination, distinction, or restriction shall be made on account of sex, color, race, religion, handicap, ancestry, sexual orientation, or national origin contrary to the provisions of Section 51 of the Civil Code of the State of California, which is incorporated herein by reference as if set forth herein in full, or any other applicable federal, state, or local law prohibiting discrimination. Upon a final determination by a court of competent jurisdiction that Lessee has violated this subparagraph 9, Lessor may, at its option, terminate this Lease.
- c. Lessee shall conduct its activities in a safe and professional manner and in accordance with all applicable regulations and ordinances of the City and County of Sacramento and the laws of the State of California and the United States.
- d. Lessee shall pay all charges and assessments for: heat, gas, electricity, water, telephone, janitorial and cleaning services; the disposal of garbage, refuse, waste and rubbish; and all other public service conveniences used on the Premises during the term hereof.
- e. At Lessee's sole cost and expense, Lessee shall maintain and repair the Premises including, but not limited to: the irrigation system for turfed areas, baseball backstops, protective fencing, parking area, trees and landscaped areas, bleachers, grounds, structures, appurtenances, and all other incidentals necessary for the safe operation of baseball and recreational activities.
- f. Any bleachers or other seating facilities shall be constructed strictly in accordance with federal, state and local safety standards applicable to such improvements. This requirement shall include, but not be limited to, the duty to immediately correct any conditions which constitute a hazard to persons using said bleachers.
- g. Lessee shall maintain in good condition the railings along the sides and back of all bleachers. Such railings shall be maintained in a manner which complies with federal, state, and local safety laws.
- h. Lessee shall assure that all garbage and trash is packed up and hauled from the Premises on a regular basis.
- i. Upon Lessee's failure to properly maintain the Premises, Lessor shall have the right to perform such maintenance work at Lessee's expense, but such right shall not be construed as constituting a legal obligation upon Lessor to perform such duties.
- j. Lessee shall keep the Premises used, and the areas immediately adjacent thereto, in a high degree of cleanliness and repair at all times and shall conduct its operation in such a way as to prevent the escape of debris from these activities.
- k. Lessee shall abide by all regulations and requirements governing the employment of minors as set forth by the Federal Department of Labor, the State of California Employment Development Department, and local school district jurisdictions.

**10. REPORTING AND NOTIFICATION REQUIREMENTS**

a. Lessee agrees to secure and provide all necessary licenses and permits and provide the City Manager or designee with current copies of said licenses and permits and with copies as they are renewed. Lessee shall pay before delinquency all lawful taxes, assessments, fees, or charge which at any time may be levied by the State of California, County of Sacramento, City of Sacramento, or any tax or assessment levying body on any interest held by Lessee in this Lease or possessory right which Lessee may have in or to the Premises or any of the improvements thereon by reason of its use and occupancy or otherwise, as well as taxes, assessments, fees, licenses, and charges on goods, merchandise, fixtures, appliances, and equipment owned or used by it in or about Premises. This Lease creates a possessory interest subject to taxation by the County of Sacramento. The possessory interest tax shall be paid by Lessee unless Lessee obtains an exemption from the County of Sacramento.

b. Lessee shall annually provide the City Manager or designee with a list of Natomas Youth Baseball officers including their names, addresses, and telephone numbers, and shall notify Lessor of any changes in said officers. This list shall be provided on or before the fifteenth (15) day of September of each year.

c. Upon execution of this Lease, and from time to time thereafter, the Lessee's Board of Directors shall select a board member in good standing to act as Lease Liaison Officer for Lessee and notify the City Manager or designee of Lessee's selection. It shall be the Lease Liaison Officer's responsibility to ensure that Lessee complies with the terms and conditions of this Lease and that Lessor is provided with proof of compliance with all provisions of the Lease as required herein.

d. Lessee shall provide the City Manager or designee with an annual financial statement indicating revenues produced from the operation of the facility and the manner in which said revenues were expended or retained. The annual statement shall be provided on or before the fifteenth (15) day of February of each year.

**11. INDEMNITY AND HOLD HARMLESS.**

Lessee shall assume the defense of, and indemnify and save harmless, City of Sacramento, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected by reason of, or resulting from, directly or indirectly, the performance of this Lease by Lessee. The foregoing includes, but is not limited to, any attorney fees reasonably incurred by City of Sacramento, whether for outside counsel or the City Attorney.

**12. INSURANCE REQUIREMENTS.**

During the term of this Lease, Lessee shall maintain in full force and effect at its sole cost and expense, the insurance coverage specified on Exhibit "D", attached hereto and

incorporated herein by reference.

**13. COMPLIANCE WITH LAW.**

Lessee and its agents or employees shall at all times comply with and abide by all pertinent or applicable regulations and ordinances of the City of Sacramento, the County of Sacramento, and the laws of the State of California and the United States insofar as the same or any of them are applicable, including the ADA, and to obtain and keep in effect all necessary permits and licenses required for any and all operations permitted herein.

**14. ASSIGNMENT, SUBLET, HYPOTHECATION.**

a. Lessee shall not directly or indirectly assign, sublet, or hypothecate any interest in the leasehold estate under this Lease. Lessee is directly responsible for all events, activities, services, or merchandise conducted or provided on the Premises. The conducting of said events and activities and the offering or provision of goods and services must be under the auspices of authorized officers, employees, or volunteers of Lessee and all revenue realized within the scope of this Lease must be reflected in Lessee's financial records. Use of the Premises by some other person or organization shall not relieve Lessee of its obligations under this Lease.

b. Lessee shall not directly or indirectly use, or permit to be used, the Premises or improvements for security for any debt. Excepting only a change in name, the term "assignment" shall include any change in the form of business entity of Lessee, any merger or consolidation of Lessee from that of a California nonprofit corporation whether voluntarily or by operation of law providing; however, that a change of status due only to a change in the California Corporation Code shall not be deemed to be an assignment.

**15. VIOLATION(S) OF LEASE PROVISIONS.**

a. The City Manager or designee may terminate this Lease in the event that Lessee violates any provision hereof. Lessee may appeal any termination of this Lease to the City Council within thirty (30) days after the date of mailing the notice of termination by the City Manager or designee. Lessee's written notice of appeal shall specify the grounds for appeal. The decision of the City Council shall be final and conclusive.

b. In the event Lessee fails or neglects to perform any of the duties required to be performed by it by virtue of the provisions of this Lease, Lessor may enter upon the Premises and perform such duties in accordance with subparagraph 9(i) herein.

**16. SURRENDER.**

At the end of the term of this Lease, or at any time this Lease may be terminated, Lessee shall peaceably vacate the Premises and any and all improvements located

thereon and deliver up the same to Lessor in a reasonably good condition, ordinary wear and tear excepted. Within sixty (60) days of termination, Lessee or Lessee's representatives shall remove, at its sole cost and expense, its own furniture, furnishings, equipment, inventory and trade fixtures and the Premises shall be restored to its original condition, ordinary wear and tear excepted. Should Lessee fail to remove said items within the sixty-day period, Lessee shall lose all right, title and interest in and to said items, and Lessor may elect to keep same upon the Premises or to sell, remove or demolish them without the requirement to reimburse Lessee therefore.

**17. CAPTIONS.**

The captions of the various articles and paragraphs of this Lease are for convenience and ease of reference only and do not define, limit, augment, or describe the scope or intent of this Lease or any part or parts of this Lease.

**18. WAIVER.**

The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

**19. CONDEMNATION.**

In the event any entity with the power of eminent domain shall take the Premises, or any part thereof, actually using the power of eminent domain or negotiating under the threat of the use of the power of eminent domain, then;

a. In the event of taking of the entire Premises, this Lease shall be terminated when title passes to the condemner or when possession is obtained by the condemner, whichever shall first occur; or

b. In the event of taking of less than the entire Premises, Lessee shall have the right to terminate this Lease by giving sixty (60) days advance written notice to Lessor.

**20. EXCUSABLE DELAYS.**

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of any party obligated to perform, shall excuse performance by such party for a period equal to such prevention, delay or stoppage.

**21. NOTICES.**

Any notices and orders that may be given under this Lease may be served by first-class mail or in person as follows, or to such other address as either may provide to the other in writing:

To Lessor:  
City of Sacramento  
City Manager (or designee)  
915 I Street, 5<sup>th</sup> Floor  
Sacramento, CA 95814  
RE: Natomas Youth Baseball

To Lessee:  
Natomas Youth Baseball  
1500 West El Camino Avenue #341  
Sacramento, CA 95833  
Attn: President

with a copy to:

City of Sacramento  
Parks and Recreation Department  
915 I Street, 5<sup>th</sup> Floor  
Sacramento, CA 95814  
Attn: Tim Hopper, Administrative Officer

Service shall be deemed complete upon deposit in the mail or upon personal delivery. Notice to Lessee of termination of this Lease shall be made by Lessor by certified mail to Lessee's Lease Liaison Officer.

**22. ATTORNEY FEES.**

In any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to reasonable attorney fee and costs of suit, whether for outside counsel or the City Attorney.

**23. AMENDMENT IN WRITING.**

Any amendment to this Lease shall be in writing and signed by both parties.

**24. SEVERABILITY.**

The invalidity of any portion of this Lease shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

**25. NO JOINT VENTURE.**

The parties to this Lease do not constitute a joint venture, partnership or association other than that of landlord and tenant pursuant to this Lease.

**26. TIME OF THE ESSENCE.**

Time is of the essence in the performance of Lessee's obligations under this Lease.

**27. GOVERNING LAW.**

This Lease shall be construed and enforced in accordance with the laws of the State of California.

**28. TERMINATION.**

Notwithstanding Section 2 herein, Lessor may terminate this Lease if by majority vote the City Council determines it is in the best interest of the City to do so, and upon giving 180 days written notice. Lessee may terminate this Lease by giving 180 days written notice to Lessor.

**29. AUTHORIZATION.**

Each individual executing this Lease on behalf of any entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Lease and that said entity will thereby be obligated to perform the terms of this Lease.

**30. ENTIRE AGREEMENT.**

This Lease constitutes the entire agreement and supercedes any prior written or oral agreements between the parties with respect to the matters contained herein.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease on the date hereinabove first written.

RECOMMENDED FOR APPROVAL:

LESSOR: CITY OF SACRAMENTO,  
a municipal corporation

By: \_\_\_\_\_  
Assistant City Manager  
for Ray Kerridge, City Manager

Dated \_\_\_\_\_

LESSEE: NATOMAS YOUTH  
BASEBALL, a California nonprofit corporation

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: President

By: \_\_\_\_\_  
Michael Sparks,  
Senior Deputy City Attorney

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Treasurer

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

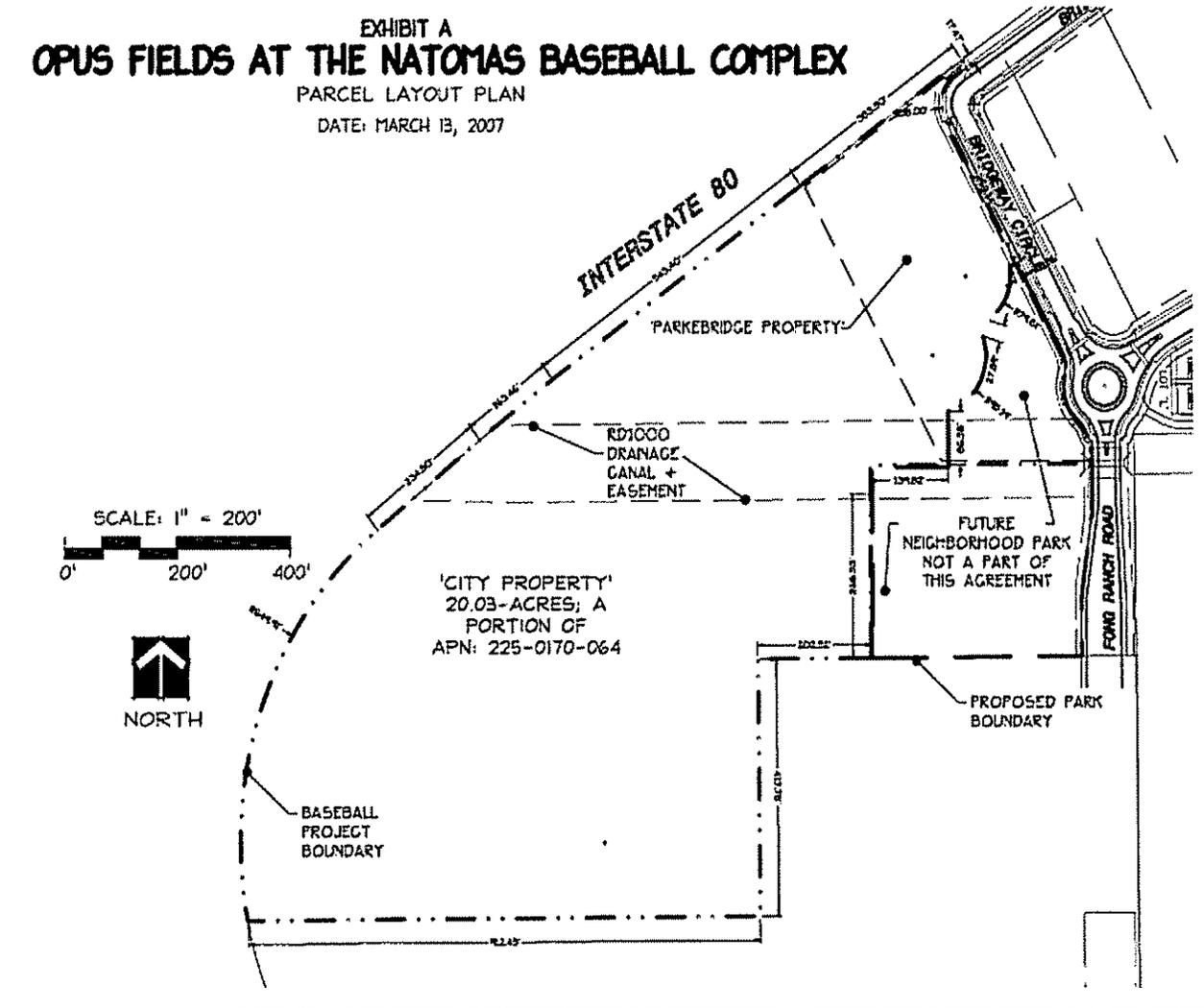
ATTEST:

By: \_\_\_\_\_  
City Clerk

EXHIBIT "A"

MAP OF LEASED PREMISES

EXHIBIT A  
**OPUS FIELDS AT THE NATOMAS BASEBALL COMPLEX**  
PARCEL LAYOUT PLAN  
DATE: MARCH 13, 2007



**EXHIBIT "B"**

**CERTIFICATION OF COMMENCEMENT DATE**

This is to confirm that the commencement date of attached Lease dated \_\_\_\_\_, 2007, between the City of Sacramento, a municipal corporation, and Natomas Youth Baseball, California not-for-profit corporation, is, for all purposes, agreed to be \_\_\_\_\_, 20\_\_, and the expiration date of the Lease is agreed to be \_\_\_\_\_, 20\_\_.

**CITY OF SACRAMENTO**, a municipal corporation

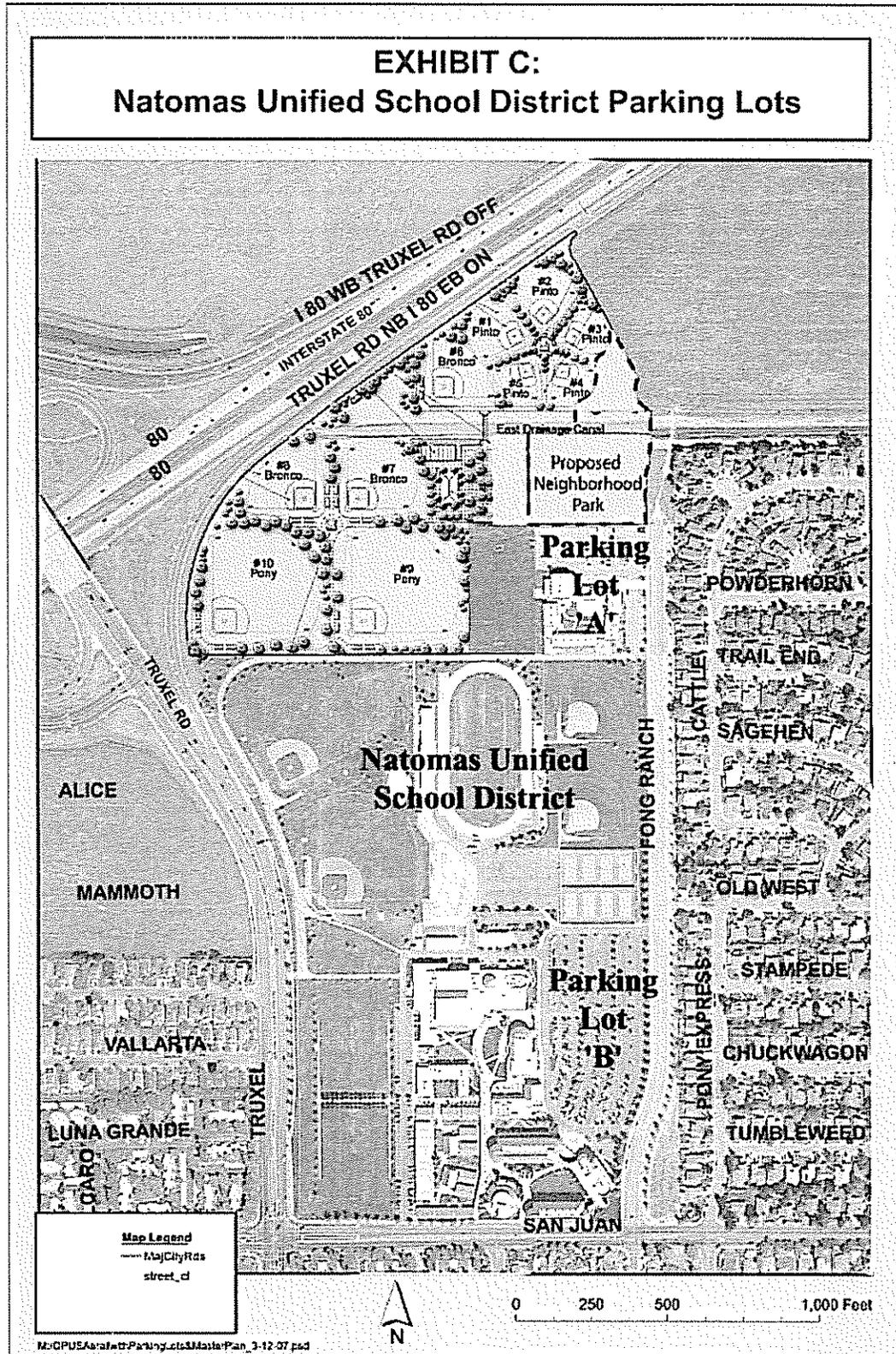
**NATOMAS YOUTH BASEBALL**, a California not-for-profit corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT C

NATOMAS UNIFIED SCHOOL DISTRICT PARKING LOTS



**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

During the term of this Lease, and until final completion and acceptance of any work required by this Lease, Lessee shall maintain in full force and effect at its own cost and expense the following insurance coverage. By requiring the insurance herein, the CITY does not represent that the coverage and limits will necessarily be adequate to protect the LESSEE. It is understood and agreed by the LESSEE that the required insurance coverage and limits shall not be deemed as a limitation on LESSEE'S liability under the indemnities granted to the CITY in this Lease Agreement.

Insurance requirements are subject to review and revision every five (5) years to assure that policy terms, conditions and limits are maintained in accordance with current insurance industry standards for comparable premises and buildings.

A. Minimum Scope & Limits of Insurance Coverage

- (1) General Liability Insurance is required providing coverage at least as broad as ISO GL Form 00 01 on an occurrence basis for bodily injury including death of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000). The policy shall include coverage for premises, operations, products and completed operations and contractual liability for the term of the policy. The policy shall include a fire legal liability limit of \$50,000 per occurrence.
- (2) Auto liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury of one or more persons, property damage and personal injury with limits no less than \$1,000,000 combined single limit. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the LESSEE.
- (3) Worker's Compensation Insurance is required with statutory limits including a waiver of subrogation in favor of the City and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000).
- (4) All Risk Property Insurance is required for all tenant improvements, fixtures and equipment located on or about the premises against loss or damage including fire, flood or other acts of nature and vandalism. Tenant improvements, fixtures, and equipment shall be insured for replacement value. The proceeds from any such policy shall be used by the LESSEE for replacement of personal property and restoration of LESSEE'S tenant improvements or alterations.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance The City, its officers, employees and volunteers shall be covered by policy terms or endorsement as additional insured as respects general liability arising out of activities performed by or on behalf of the Lessee including products and completed operations of Lessee and premises owned, leased or used by Lessee.
- (2) Auto Liability Insurance The City, its officers, employees and volunteers shall be covered by policy terms or endorsement as additional insured as respects auto liability.

C. Other Insurance Provisions

The policies are to contain or be endorsed to contain the following provisions.

- (1) LESSEE's insurance shall be primary as respects to The City, its officers, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of Lessee's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, employees and volunteers.
- (3) Coverage shall state that LESSEE'S insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
- (4) The CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy terms or language.

D. Acceptability of Insurers

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self insured retentions, policy terms or other variations that do not comply with the requirements of Section 12 must be declared to City's representative and approved by the City Risk Management Division.

E. Verification of Coverage

- (1) LESSEE shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY'S representative. Copies of policies shall

be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

- (2) The CITY may withdraw its offer or cancel this Lease Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. Failure to provide insurance certificates and endorsements and keep such certificates and endorsements current will be considered a material breach by LESSEE of this Lease Agreement.

F. Contractors

Lessee shall require and verify that all contractors and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsections A, C and D above with the exception of subsection A(4).