



# City of Woodland

## REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR  
AND CITY COUNCIL

DATE: July 7, 2009

SUBJECT: Approve Buchignani Field Lease Agreement with the 40th District  
Agricultural Association of Yolo County

### **Report in Brief**

The City of Woodland has been leasing Buchignani Baseball Field, where Little League Baseball has been playing their games for the past 16 years, from the Yolo County Fairgrounds. The current lease is operating on a month to month basis and the Fairground Management has requested the lease agreement be renewed for a five year term with an annual lease cost of \$5,000.

The annual lease cost of \$5,000 will be charged to the baseball organizations that use Buchignani Field. Currently, the only organization that is scheduled to use Buchignani Field is Woodland Little League.

Staff recommends that the City Council approve the Lease Agreement with the 40<sup>th</sup> District Agricultural Association for the use of Buchignani Field.

### **Background**

On September 10, 1993, the City of Woodland entered into a Lease Agreement with the 40th District Agricultural Association of Yolo County for the lease of Buchignani Field on Yolo County Fairgrounds property at 1300 East Gum Avenue, Woodland, California. This lease expired on September 10, 2003.

The Lease Agreement was renewed October 19, 2004, for roughly a two and one-half (2 ½) year period from October 19, 2004 to July 1, 2007. Since 2007 the Lease Agreement has been operating on a month by month basis as outlined on page 3 of the contract:

*“Should the LESSEE hold over after the expiration of the term of this lease with the consent of the LESSOR, expressed or implied, said tenancy shall be deemed to*

*be a tenancy only from month to month, subject otherwise to all the terms and conditions of this lease, insofar as applicable.”*

Yolo County Fairgrounds has requested the lease agreement be formalized with an additional five-year term and a lease cost of \$5,000 per year. The past lease agreement did not require a cash payment. It allowed for a credit of \$833.33 per month (\$10,000 year) that could be used toward the purchase of surplus property or City services for emergency repairs on fire hydrants and sewer lines (if staff and equipment is available at a normal cost and approved by the City Manager). This credit could not be converted into cash, and could only be used towards the purchase of surplus property within a calendar year (credit could not be carried over from year to year).

The provision of \$10,000 of services or surplus property has proven to be problematic for Fairground management and City staff. Some of the surplus property desired by Fairground management was purchased with utility enterprise funds. Appropriate management of these resources would require the surplus equipment to be auctioned off with the proceeds returned to the enterprise fund or the value of the surplus property paid by the General Fund if provided to the Fair through this agreement. If surplus equipment was unavailable, services such as water, sewer and fire hydrant repair utilized staff assigned to enterprise programs which caused a conflict similar to the surplus equipment issue. Finally, thorough analysis by City staff led to the conclusion that the \$10,000 annual payment, if converted into cash, was too high. Staff's analysis based on land valuation and the value of the City's improvements suggested that the annual payment should be revised to \$3,375. That amount was unacceptable to the Fair Board and the parties settled on \$5,000.

Staff had a meeting with Woodland Little League regarding the lease payment for \$5,000 to use Buchignani Field. Woodland Little League is not pleased with the extra \$5,000 cost to their program yet needs the fields and is willing to pay the fee in order to continue playing on Buchignani. In response to staff's suggestion, Woodland Little League submitted a grant application to the Woodland Recreation Foundation to help pay the cost of this lease agreement.

### **Discussion**

The long-term plan for replacing Buchignani Field is to move youth baseball to the Phase III of the Woodland Sports Park. Currently, Phase III of the Woodland Sports Park has been defunded in the 10-year Capital Improvement Plan due to cash flow issues as discussed when the CIP was adopted on June 16. Phase III of the Sports Park will be revaluated during FY 10 as the 10-year CIP is updated. If plans to move the Fairgrounds are developed and scheduled, Phase III of the Sports Park would need to be moved to a higher position on the priority list or the City would face a shortage of athletic fields.

### **Fiscal Impact**

The City of Woodland is ultimately responsible for the \$5,000 per year lease payment on Buchignani Field. Additionally, either party to this lease may terminate this lease by giving the other party with

a 180 days written notice of termination. Therefore, if Little League could no longer pay the lease or needed the field, the City of Woodland would only have a half-year payment obligation of \$2,500.

**Public Contact**

Staff met with Woodland Little League on Monday, June 15, 2009 and posting of the City Council agenda.

**Alternative Courses of Action**

1. Approve the Lease Agreement with the 40<sup>th</sup> District Agricultural Association for the use of Buchignani Field.
2. Approve the Lease Agreement and direct staff to adjust the FY 10 General Fund budget to pay the annual lease fee in order to relieve Woodland Little League of this obligation.
3. Do not approve the Lease Agreement and abandon the use of Buchignani Field.

**Recommendation for Action**

Staff recommends that the City Council approve Alternative No. 1.

Prepared by: Daniel W. Gentry  
Director Parks & Recreation

Reviewed by: Andrew Morris  
City Attorney

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Mark G. Deven  
City Manager

Attachments: Lease Agreement for Buchignani Field

**Lease Agreement for Buchignani Field**  
between  
40<sup>th</sup> District Agricultural Association of Yolo County  
and  
City of Woodland

This Lease Agreement is made and entered into between the 40th District Agricultural Association of Yolo County, California (“LESSOR”) with approval of the Director of General Services and the City of Woodland, acting through its Parks, Recreation and Community Services Department (“LESSEE”) on this 7<sup>th</sup> day of July, 2009.

WHEREAS, LESSEE desires to secure from the LESSOR certain rights and privileges and to obtain permission from the LESSOR to use LESSOR’s premises, consisting of Buchignani Field, located at the northeast corner of the Yolo County Fairgrounds; and

WHEREAS, the parties wish to set forth in writing the terms and conditions under which the Premises will be leased to LESSEE;

NOW THEREFORE, it is agreed between the LESSOR and LESSEE as follows:

1. The LESSOR, for and in consideration of the covenants, conditions, agreements, and stipulations of the LESSEE hereinafter expressed does hereby demise and lease unto the LESSEE all that real property being situated in the County of Yolo, State of California, described as follows: Buchignani Field, 1300 East Gum Avenue, Woodland, comprising an area approximately two hundred fifty (250) feet in length and two hundred fifty (250) feet in width located in the northeast corner of the Yolo County Fairgrounds (the “Premises”).
2. The term of this Lease Agreement shall commence on the 7<sup>th</sup> day of July, 2009 and expire on the 6<sup>th</sup> day of July 2014.
3. LESSEE hereby covenants and agrees as follows:
  - 1) To pay any and all charges which may arise by reason of the use and occupancy of the Premises and to permit LESSOR to inspect the Premises at any reasonable time.
  - 2) To use, or allow the use of, the Premises for the sole purpose of playing youth league baseball thereon and to refrain from doing any act which will interfere with LESSOR’s use of the Fairgrounds. LESSOR shall reasonably determine what constitutes such interference, subject to LESSEE’s rights under this Lease Agreement.

- 3) LESSEE agrees to keep and maintain the Premises, including the backstop, dugouts, restrooms, press box, bleachers, and chain link fence situated thereon, in good order and condition at its sole expense, reasonable wear and tear excepted. LESSEE shall water and cut the lawns on the Premises during the term of this Lease Agreement and shall maintain the Premises in a manner, which will not detract from the appearance of the LESSOR's Fairgrounds. LESSEE shall refrain from the commission or the condonation of acts offensive to the public health, morals or welfare, or which violate any law or ordinance.
- 4) LESSEE shall be responsible for security on the Premises during use of the Premises by LESSEE or any sublessee.
- 5) LESSEE acknowledges that, notwithstanding this Lease Agreement, LESSOR may require LESSEE to allow access through the Premises during the Fair and Scottish Games for exit from the Fairgrounds parking lot.
- 6) LESSEE agrees to provide to LESSOR during the term of this lease lease payments of \$416.67 per month (\$5,000 per year).
- 7) Not to assign or sublet this lease, in whole or in part, without the prior written consent of the LESSOR, provided that LESSOR hereby consents to the sublease of the Premises to Woodland Little League and/or other youth sports organizations for uses consistent with the uses described herein, and LESSOR further consents to LESSEE permitting such uses without a formal sublease.
- 8) LESSEE does further expressly agree to indemnify and hold harmless LESSOR, its officers, agents, and employees harmless from any and all claims for loss, damage, injury or liability of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly from the exercise of this Lease Agreement or the occupation or use of the Premises.

4. All notices desired or required to be given hereunder or under any law now or hereafter in effect may, at the option of the party giving same, shall be given by enclosing the same in a sealed envelope addressed to the party for whom it is intended and by depositing said envelope, with postage prepaid, certified with return receipt requested, in the United States Post Office or any substation thereof. In the event such notice is being given, notice and the envelope containing the same shall be addressed to:

LESSOR  
40<sup>th</sup> District Agricultural  
Association of Yolo County  
1125 East Street  
Woodland, Ca 95776

LESSEE  
City of Woodland  
c/o PRCS Director  
300 First Street  
Woodland, CA 95695

Nothing herein contained shall preclude the giving of any such notice by personal service.

5. The LESSEE shall have the right during the existence of this lease to attach fixtures and effect structures in or upon the Premises, after receiving the written approval of the LESSOR (Board of Directors), which shall not be unreasonably withheld, conditioned, or delayed. Except as hereinafter provided, such fixtures and structures so placed in or upon or attached to the Premises shall be and remain the property of the LESSEE and may be removed therefrom by the LESSEE prior to the termination of this Lease Agreement, and the LESSEE, if required by the LESSOR, shall, upon the expiration of this Lease Agreement, restore the Premises to the same condition as that existing at the time entering upon the same under this Lease Agreement, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which LESSEE has no control.. Notwithstanding the foregoing, if the LESSOR requires such restoration, the LESSOR shall give written notice thereof to the LESSEE ninety (90) days before the termination of this Lease Agreement. If, after receiving such notice from LESSOR, the LESSEE fails to remove all structures and improvements placed on the Premises by the LESSEE (other than the restrooms), the LESSOR may remove the structures and improvements therefrom, all costs of such removal to be born by the LESSEE. Notwithstanding the foregoing, the restrooms erected on the Premises by LESSEE shall become the property of the LESSOR upon the expiration or termination of this Lease Agreement

6. Should the LESSEE hold over after the expiration of the term of this Lease Agreement with the consent of the LESSOR, expressed or implied, such tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all the terms and conditions of this Lease Agreement, insofar as applicable.

7. If LESSEE defaults on any of its obligations under the Lease, LESSOR shall accept a cure thereof within thirty (30) days after delivery of notice of such defaults. If the default may not reasonably be cured within a 30 day period, the Lease Agreement may not be terminated if LESSEE commences action to cure the default within such 30 day period and proceeds with due diligence to fully cure the default.

8. Neither LESSOR nor LESSEE shall be required to keep the Premises insured against fire and LESSEE shall make no claim of any nature against LESSOR by reason of any damage to the property of LESSEE in the event the Premises are damaged or destroyed by fire or other cause.

9. LESSOR may terminate this Lease Agreement if, at any time during the term of this lease, LESSEE does not use the Premises for the purpose described herein for a period of one (1) year.

10. Notwithstanding the term described in Section 2, either party may terminate this Lease Agreement at any time by giving the other party not less than one hundred eighty (180) days written notice of termination. It is also agreed that either party to this lease may terminate this lease yearly on December 31<sup>st</sup> by giving the other party not less than one hundred eighty (180) days written notice of termination.

In WITNESS WHEREOF, the parties hereto have agreed to the condition of this Lease Agreement.

**LESSOR**

40<sup>th</sup> District Agricultural  
Association of Yolo County, California

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Rita Moore, CEO

**LESSEE**

City of Woodland

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Mark Deven, City Manager