



**City of Montague Regular City Council**

**230 S. 13<sup>th</sup> Street, Montague, CA 96064 Ph. (530) 459-3030 Fax: (530) 459-3523**

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*In compliance with the requirements of the Brown Act, notice of this meeting has been posted in a public accessible place, 72 hours in advance of the meeting.*

**CITY OF MONTAGUE SPECIAL MEETING AGENDA**

**SEPTEMBER 13, 2023**

**6:00 P.M.**

**Council Chambers, 230 S. 13<sup>th</sup> Street, Montague, CA 96064**

**PARTICIPATION:** Participants can attend in person, online, and/or by telephone, as follows:

- In-person at: **Montague City Council Chambers, 230 S. 13<sup>th</sup> St.**
- Online via Zoom at: <https://us02web.zoom.us/j/6722621496?pwd=STQxMG94em1CejZwbCthNmNnem1Tdz09>
- Telephone at: 1(669)444-9171, When prompted, enter **Meeting ID: 672 262 1496 Passcode: \*89335983 \*9 to Raise Hand \*6 to unmute**

**AGENDA PACKET:** Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available for public inspection 24 hours before each regularly scheduled meeting at the City Clerk's office at City Hall, located at 230 S. 13<sup>th</sup> Street, Montague, California, during normal business hours. Any writing that is subject to disclosure that relates to an agenda item for open session distributed less than 24 hours prior to the meeting will be available for public inspection at the City Clerk's office during normal business hours. Materials distributed to a majority of councilmembers less than 24 hours before a meeting will be available for public inspection on the City's website at [www.cityofmontagueca.com](http://www.cityofmontagueca.com).

**SPEAKERS:** Speakers, please stand at the podium and speak loudly so the entire room can hear you. The chairman will recognize you and ask that you state your name and mailing address so that the City Staff can follow up on any issues requiring City action, or provide you with information, if appropriate.

**Please silence your cell phones. Thank you!**

**CITY COUNCIL AGENDA:**

- I. CALL TO ORDER:**
- II. ROLL CALL:**
- III. PLEDGE OF ALLIGIANCE:**
- IV. PUBLIC COMMENTS:** "As a special meeting, public participation is limited only to those items listed on the agent. If your comments are not related to a matter listed on this agenda, please address the City Council at the next regular meeting. The City Council has the right to reasonably limit the duration of each speaker to three minutes. Speakers may not cede their time."
- V. AGENDA APPROVAL:**
- VI. CONSENT CALENDAR:** Discussion/possible action - All matters listed under the consent calendar are considered routine and will be enacted by one motion unless any member of the Council wishes to remove an item for discussion, or a member of the audience wishes to comment on an item. The City Clerk recommends approval of the following consent calendar items:
- VII. NEW BUSINESS:**
  1. Consideration of approval of update to add October 8<sup>th</sup> and 9<sup>th</sup> to Montague Slow Pitch Softball Lease Agreement:
- VIII. ADJOURN:**



In compliance with the requirements of the Brown Act, notice of this meeting has been posted in a publicly accessible place, 24 hours in advance of the meeting.

**Public Hearings:** If you wish to challenge in court any of the matters on an agenda for which a public hearing is to be conducted, you may be limited to raising only those issues which you (or someone else) raised orally at the public hearing or in written correspondence received by the City at or before the hearing. Any person seeking to challenge a Planning Commission decision made as a result of a proceeding in which by law a hearing is required to be given, evidence is required to be taken, and the discretion in the determination of facts is vested in the Planning Commission, shall be required to commence that action 90 days following the date on which the decision becomes final as provided in Code of Civil Procedure Section 1094.6. Please refer to Code of Civil Procedure 1094.6 to determine how to calculate when a decision becomes "final."

**CHALLENGING DECISIONS OF CITY ENTITIES** The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City of Montague is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision, including without limitation Government Code section 65009 applicable to many land use and zoning decisions, Government Code section 66499.37 applicable to the Subdivision Map Act, and Public Resources Code section 21167 applicable to the California Environmental Quality Act (CEQA). Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. Government Code section 65009 and 66499.37, and Public Resources Code section 21167, impose shorter limitations periods and requirements, including timely service in addition to filing. If a person wishes to challenge the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Montague, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

The City of Montague does not discriminate on the basis of race, color, national origin, religion, age, gender, sexual orientation, disability, or any other legally protected classes in employment or provision of services. In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the City Clerk 48 hours prior to the meeting at (530) 459-3030 or by notifying the Clerk at [clerk@cityofmontagueca.com](mailto:clerk@cityofmontagueca.com)



**AFFIDAVIT OF NOTIFICATION AND POSTING  
STATE OF CALIFORNIA  
COUNTY OF SISKIYOU  
CITY OF MONTAGUE**

I, Jessie Monday, City Clerk for the City of Montague, hereby declare under penalty of perjury that a copy of the above Agenda of the Special Meeting of the Regular City Council of the City of Montague, California, was delivered and/or notice by email not less than 24 hours, before the hour of 5:30 PM on September 12, 2023 to the members of the City Council, caused the agenda to be posted at the bulletin board found at City Hall, 230 S. 13<sup>th</sup> Street, Montague CA, and a copy to be placed for review at the Office of the City Clerk.

**POSTED:** September 12, 2023 @ 12:00 PM

## LEASE AGREEMENT MONTAGUE DIGGLE BASEBALL FIELD

This Agreement is entered into by and between the  
CITY OF MONTAGUE ("City") and Montague Slow Pitch Softball.

### RECITALS

1. The City owns certain real property consisting of the baseball field and related improvements located in the vicinity of the city owned rodeo grounds named Diggle Field this field will be known herein as the "Leased Premises".
2. The League desires use of the facilities to conduct softball games, practices, and related activities under a lease agreement with the City and which lease the League desires to enter.
3. The City and League desire to enter the lease of the premises under the terms and conditions set forth herein.

### AGREEMENT

The parties hereto agree as follows:

1. The City agrees to lease to the League and the League agrees to lease from the City the Leased Premises.
2. The initial term of this lease shall begin approximately June 1, 2023 and terminate September 30, 2023.
3. Either party may terminate this agreement on 30 days written notice to the other party.
4. The League will pay to the City \$150.00 which is the amount for use of the Leased Premises and is due by June 1<sup>st</sup> of each year, for the rental period of June 1st thru September 30th. Any leftover proceeds will be donated back to the City for field improvements.
5. The League shall provide liability insurance in an amount consistent with and in accordance with the liability insurance limits required by the City's liability insurance carrier and naming the City of Montague as an additional insured. The City's current liability insurance carrier is the Small Cities Organized Risk Effort (SCORE) and the amount of liability insurance required is \$1,000,000 (One-Million dollars in liability coverage). By signing the lease agreement, the League acknowledges that it will comply with the conditions required by SCORE.
6. The League shall be responsible for all costs, fees and expenses related to the premises which includes power and half the cost of the water that is used during the term agreement. Monthly payments of all utilities will be made at end of contract on September 30th.
7. The League shall be responsible for maintaining of the premises and cleaning the buildings (i.e., snack shack) and grounds after each event. The League shall remove all belongings out of said buildings at the end of the season.
8. If for any reason portable toilets are needed, they are to be supplied by the League.
9. The City shall be solely responsible for the maintenance of the sprinkler system and control timers and the League shall not tamper with the system or controls. (Please provide the City Clerk's office with a written schedule of practice and game times to ensure watering does not interfere.)
10. The City will mow the fields as needed.
11. Yreka Little League must respect Montague Municipal Code 8.16.213 regarding amplified sound.
12. The League may use the Diggle Field facilities to store equipment. The League will be responsible for the security of their equipment and will use a padlock supplied by the League. The League will hold the City of Montague harmless for any lost, stolen or damages to equipment

or other personal property belonging to the League or members, representatives, associates, consultants, or employees of said League.

13. Indemnify and Hold Harmless: The League hereby releases, discharges, and agrees not to sue the City of Montague and its officers, agents and employees for any injury, death, or damage to or loss of personal property arising out of, or in connection with the League's events from whatever cause, including the active or passive negligence of the City of Montague and its officers, agents and employees, or any other participants in the League's events.  
In consideration of this Agreement, the League, its administrators, executors, officers, agents, and assignees hereby agree to indemnify and hold harmless the City of Montague and its officers, agents, and employees from all claims, demands, actions or suits arising out of or in connection with these events, including claims arising from the active or passive negligence of the League and claims arising from the active or passive negligence of the City of Montague.
14. Notices contemplated herein shall be in writing and shall be directed as follows.
15. Up to two sets of keys will be issued after receiving a \$50.00 deposit. Keys are to be turned back into the City at the end of the lease Agreement. (Key deposit made)
16. The City of Montague can rent the leased premises to outside parties for tournaments anytime during the leased agreement, as long as the schedule does not interfere with the schedule the League provided to the city.

TO THE CITY: CITY OF MONTAGUE  
P.O. Box 428  
Montague, CA 96064

TO THE LEAGUE: City League  
9301 5<sup>th</sup> Ave East  
Montague, CA 96064

City League contacts:  
Mike Frost (President): 530-643-3081  
Heidi Frost (Vice President): 530-905-3823

#### WITNESSETH

**IN CONSIDERATION** of the recitals set forth above and the terms and conditions hereinafter set forth the parties hereto agree as follows:

Dated: 3/22, 2023

X Jessie Monday  
Jessie Monday, City Clerk

Dated: 3-22-, 2023

X Mike Frost  
Mike Frost, City League



**City of Montague City Clerk's Office**

230 South 13<sup>th</sup> Street, Montague, CA 96064

Mailing Address: P.O. Box 428, Montague, CA 96064

Phone: 530-459-3030

Fax: 530-459-3523

Email: [clerk@cityofmontagueca.com](mailto:clerk@cityofmontagueca.com)

**"AMENDED LEASE AGREEMENT  
MONTAGUE DIGGLE BASEBALL FIELD**

This Agreement is entered into by and between the  
CITY OF MONTAGUE ("City") and Montague Slow Pitch Softball ("League").

**RECITALS**

1. On March 22, 2023, the League entered into a Lease Agreement (Agreement) for the use of the City's Diggle Field.
2. The Agreement has a termination date of September 30, 2023.
3. The League and City would like to extend the Agreement through October 10, 2023 due to an extended laying schedule.

**AGREEMENT**

The parties hereto agree as follows:

1. The Agreement is hereby amended to extend the termination date in paragraph 2 of the Agreement through October 10, 2023.
2. Reference to "Yreka Little League" in paragraph 11 of the Agreement is changed to reference Montague Slow Pitch Softball.
3. Prior to September 30, 2023, League shall provide proof of liability insurance of the same amounts and type as stated in paragraph 5 of the Agreement which extends coverage through October 10, 2023.
4. All other terms and conditions of the Agreement shall remain the same.

**WITNESSETH**

IN CONSIDERATION of the recitals set forth above and the terms and conditions hereinafter set forth the parties hereto agree as follows:

Dated: September \_\_\_\_ 2023

X

Takeshi Murakami, Mayor

Dated: September \_\_\_\_ 2023

X

Mike Frost, Montague Slow Pitch Softball