
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Soldiers Creek Park Non-Exclusive Lease Agreement with Seminole Baseball Inc.

DEPARTMENT: Leisure Services

DIVISION: Parks and Recreation

AUTHORIZED BY: Joe Abel

CONTACT: Joe Gasparini

EXT: 2001

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Non-Exclusive Lease agreement with Seminole Baseball, Inc for the rights to the baseball facilities at Soldiers Creek Park effective September 30, 2007 with lease terms as outlined in the agreement.

District 2 Michael McLean

Joe Gasparini

BACKGROUND:

In June 1994 the County entered into a 10 year lease agreement with Seminole Baseball, Inc for the use of the baseball fields and site amenities at Soldiers Creek Park. The term of the agreement ended on April 8, 2004 with the option of an additional ten year renewal period. Due to the changing recreational needs of the County, the lease was renewed through June 30, 2006 as a Non-Exclusive Lease Agreement. There have been two subsequent renewals of this agreement between Seminole Baseball, Inc. and Seminole County with the latest expiring June 30, 2007. As plans for the use of Soldiers Creek Park are being formulated, a new lease is requested of the BCC with Seminole Baseball, Inc for a term of September 30, 2007 through December 31, 2008. This agreement has the option for two (2) additional one (1) year terms as well as a fourteen (14) day written notice of cancellation by either party. This agreement will allow for the baseball programs, grounds and facility amenities to be maintained by Seminole Baseball, Inc while this site is being designed as a baseball only facility.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Non-Exclusive Lease Agreement with Seminole Baseball, Inc for the rights to the baseball facilities at Soldiers Creek Park effective September 30, 2007 with lease terms as stated in the agreement.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**NON-EXCLUSIVE LEASE
SEMINOLE COUNTY AND SEMINOLE BASEBALL INCORPORATED**

THIS NON-EXCLUSIVE LEASE is made and entered into this ____ day of _____, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "LANDLORD", and **SEMINOLE BASEBALL INCORPORATED**, whose mailing address is 627 Estates Place, Longwood, Florida 32779, hereinafter referred to as "TENANT".

W I T N E S S E T H:

WHEREAS, TENANT has operated organized youth recreational baseball activities within LANDORD's public park for many years under a lease with LANDORD; and

WHEREAS, TENANT has successfully provided youth baseball activities, maintained the premises, and made improvements on the premises; and

WHEREAS, the parties desire to enter into this non-exclusive Lease to enable both parties to continue to enjoy the mutual benefits and continued youth baseball activities provided to the residents of Seminole County,

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, LANDORD and TENANT agree as follows:

SECTION 1. LEASED PREMISES. LANDORD grants to TENANT and TENANT accepts the non-exclusive use for youth baseball activities and occupancy of the following described land:

THE SOUTH 315.4 FEET OF LOT 16, LYING WEST OF SANFORD-OVIEDO ROAD, IN SHUMAN'S ADDITION TO EUREKA HAMMOCK, PLAT BOOK 2, PAGE 53, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY; ALSO THE SOUTH 315.4 FEET OF LOT 47 OF SPRINGS HAMMOCK, PLAT BOOK 2, PAGES 2 THROUGH 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY; THE EAST 310 FEET OF THE SOUTH 310 FEET OF LOT 46, SPRING HAMMOCK, AND THE NORTH 240 FEET OF GOVERNMENT LOT 3, SECTION 27, TOWNSHIP 20 SOUTH, RANGE 30 EAST, LOCATED WEST OF STATE ROAD 419; LESS THE WEST 350 FEET OF GOVERNMENT LOT 3, SECTION 27, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA. SAID PARCEL CONTAINS 13.54 ACRES MORE OR LESS.

SECTION 2. TERM. TENANT shall have use of said property for five (5) days each seven (7) day week with the specific days of occupancy to be determined by the Director of Leisure Services or his/her designee. This lease shall become effective on September 30, 2007, and shall run through December 31, 2008.

SECTION 3. EXTENSIONS. At the option of the parties, this lease may be extended for two (2) additional one (1) year terms. The Director of Leisure Services is hereby authorized to extend this lease for the additional one (1) year term on behalf of COUNTY if he/she deems it in the best interest of COUNTY to do so.

SECTION 4. RENTAL. TENANT shall pay rent for the said premises during the continuance of this Lease at the rate of ONE AND NO/100 DOLLARS (\$1.00), payable in advance. The rent shall be payable upon execution of this Lease.

SECTION 5. IMPROVEMENTS AND ALTERATIONS. TENANT shall not make any improvements, changes, or alterations to the leased premises with the exception of fixtures removable without damage to the premises and movable personal property. Such fixtures shall be the property of LANDLORD without compensation to TENANT and remain on the premises at the expiration or sooner termination of this Lease. However, LANDLORD shall have the option, to be exercised on expiration or sooner termination of this Lease, to require TENANT to remove any or all such fixtures.

SECTION 6. USE OF LEASED PREMISES.

(a) LANDLORD covenants that TENANT shall have the quiet possession and enjoyment of the demised premises for such lawful use as it may desire to make thereof in connection with or incidental to TENANT's youth baseball activities five (5) days per week as determined by the Director of Leisure Services or his/her designee. TENANT covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of applicable local governments. TENANT shall not use or keep any substance or material in or about the demised premises which may vitiate or endanger the validity of the insurance on the buildings or increase the hazard of risk, and it shall not permit any nuisance on the demised premises.

(b) The use of the premises for youth baseball activities is limited to organized youth baseball activities sponsored by TENANT as a designated usage within LANDLORD's public park. TENANT shall, at its own cost, develop programs necessary to fulfill TENANT's youth baseball activities. TENANT shall obtain all licenses and permits necessary for its use.

(c) TENANT is solely responsible for maintenance of the premises and the scheduling of all events and activities related to TENANT's use.

(d) TENANT agrees that its youth baseball activities, events, and schedules will not discriminate against any person or group because of race, color, religion, disability, or national origin.

(e) TENANT agrees to comply with all rules and regulations for use of LANDLORD's parks.

SECTION 7. UTILITIES. TENANT shall provide and pay directly all telephone charges. LANDLORD will provide and pay for all lights, gas, electrical current, telephone charges, water, and sewers used anywhere

in, on, or about the demised premises and shall pay the charges made therefore by the suppliers thereof promptly when due and bill TENANT for seventy percent (70%) of these charges on a monthly basis with said amounts to be paid to LANDORD by TENANT within ten (10) days of receipt of the invoice.

SECTION 8. ASSIGNMENT AND SUBLETTING. TENANT shall not assign or sublet the leased premises, or any part thereof, without first obtaining the written consent of LANDORD.

SECTION 9. INSTALLATION AND REMOVAL OF EQUIPMENT. TENANT shall have the right to move and install on the premises equipment and other items necessary for its use of the premises. All fixtures on the premises furnished by LANDORD shall remain the property of LANDORD and shall not be removed by TENANT. All equipment and property placed by TENANT at its own expense in, on, or about the leased premises, including fixtures temporarily affixed to the realty which may be removed without damage, shall remain the property of TENANT and TENANT shall have the right at any time during the term hereof or at the end thereof to remove all such equipment and property.

SECTION 10. HOLD HARMLESS. TENANT agrees to hold harmless, indemnify, and defend LANDORD and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to the use of the premises or exercise of this Lease.

SECTION 11. INSURANCE OF LEASED PREMISES.

(a) General. TENANT shall, at its own cost, procure the insurance required under this Section.

(1) Before taking possession of the leased premises, TENANT shall furnish LANDORD with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance

required by this Section (Commercial General Liability and Property Insurance). LANDORD and its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that LANDORD shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by TENANT, TENANT shall provide LANDORD with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Lease and that the insurance is in full compliance with the requirements of this Lease. In lieu of the statement on the Certificate, TENANT shall, at the option of LANDORD, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Lease and that the insurance is in full compliance with the requirements of this Lease.

(3) In addition to providing the Certificate of Insurance, if required by LANDORD, TENANT shall, within thirty (30) days after receipt of the request, provide LANDORD with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by LANDORD nor failure to disapprove the insurance furnished by TENANT shall relieve TENANT of its full responsibility for performance of any obligation including its indemnification of LANDLORD under this Lease.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Lease must meet the following

requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Lease, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, TENANT shall, as soon as it has knowledge of any such circumstance, immediately notify LANDORD and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Lease. Until such time as TENANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, TENANT shall be deemed to be in default of this Lease.

(c) Specifications. Without limiting any of the other obligations or liability, TENANT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Lease, the insurance shall become effective prior to the commencement of this lease by TENANT and shall be maintained in force until this Lease completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Commercial General Liability.

(A) TENANT's insurance shall cover TENANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by TENANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

| | <u>LIMITS</u> |
|--|----------------|
| General Aggregate | \$1,000,000.00 |
| Personal & Advertising Injury Limit | \$1,000,000.00 |
| Each Occurrence Limit | \$1,000,000.00 |



(2) Property Insurance. TENANT shall provide property insurance covering real property, and if this Contract includes construction of or additions to above ground buildings or structures, Builder's Risk insurance, as follows:

(A) Form. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B) Amount of Insurance. The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings or structures.

(C) Maximum Deductible: FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) Waiver of Occupancy Clause or Warranty. The policy must be specifically endorsed to eliminate any "Occupancy Clause"

or similar warranty or representation that the buildings, additions, or structures in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the buildings, additions, or structures by OWNER.

(E) Exclusions. Exclusions for design errors or defects, theft, earth movement, and rainwater shall be removed.

(F) Flood Insurance. If buildings or structures are located within a special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

(d) Coverage. The insurance provided by TENANT pursuant to this Lease shall apply on a primary basis and any other insurance or self-insurance maintained by LANDORD or LANDORD's officials, officers, or employees shall be excess of and  not contributing to the insurance provided by or on behalf of TENANT.

(e) Occurrence Basis. The Commercial General Liability required by this Lease shall be provided on an occurrence rather than a claims-made basis

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve TENANT, its employees or agents of liability from any obligation under a Section or any other portions of this Lease.

SECTION 12. CANCELLATION AND TERMINATION. This Lease may be canceled or terminated by either party at any time, with or without cause, upon not less than fourteen (14) days written notice delivered to the other party or, at the option of LANDORD, immediately in the event

any of the terms, covenants, or agreements of this Lease have been violated.

SECTION 13. SURRENDER OF POSSESSION. TENANT agrees to deliver up and surrender to LANDORD possession of the leased premises at the expiration or termination of this Lease, in as good condition as when TENANT takes possession except for ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

SECTION 14. ACCEPTANCE OF PREMISES BY TENANT. The taking of possession of the said leased premises by TENANT shall be conclusive evidence as against TENANT that the premises were in good and satisfactory condition when possession was taken, latent hidden defects excepted.

SECTION 15. WAIVER. No waiver of any breach of any one or more of the conditions or covenants of this Lease by LANDORD or by TENANT shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

SECTION 16. AMENDMENT OR MODIFICATION. Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

SECTION 17. HOLDING OVER. If, after the expiration of this Lease, TENANT shall hold over and remain in possession of the leased premises, then such holding over shall be deemed to be a periodic tenancy from month to month on the same terms and conditions contained herein.

SECTION 18. NOTICES. Whenever either party desires to give notice unto the other, it shall be deemed given when mailed to the other party at the following address:

For LANDLORD:

Director of Leisure Services
845 Lake Markham Road
Sanford, FL 32771

For TENANT:

Seminole Baseball Incorporated
627 Estates Place
Longwood, FL 32779

Either of the parties may change by written notice the addresses or persons for receipt of notices.

SECTION 19. QUIET POSSESSION. LANDORD shall warrant and defend TENANT in the enjoyment and peaceful possession of the premises during the term of this Lease.

SECTION 20. MAINTAINING PREMISES. It is understood by TENANT that rodent and pest control is the sole responsibility of TENTANT. In addition, TENANT shall maintain the leased premises to include, but not limited to, all site structures, fencing, sidewalks, facility lighting, spectator seating, irrigation system, athletic fields, and turf maintenance, as specifically indicated in Exhibit A for restroom and building maintenance schedules and Exhibit B for athletic field maintenance. The premises shall be maintained in a clean, net condition and shall not accumulate or permit the accumulation of any trash, refuse, or debris or of anything that is unsightly or which creates a fire hazard or nuisance or causes inconvenience to adjoining properties. TENANT agrees to repair all safety and maintenance deficiencies in a timely manner. Failure to maintain the athletic field, restrooms, site

structures, and common areas may result in COUNTY exercising Section 12, Cancellation and Termination, of this Agreement.

SECTION 21. DEFAULT. In the event of an act of default by the other, either party to this Lease shall have all remedies available to it under the laws of the State of Florida, including, but not limited to, injunction to prevent default or specific performance to enforce this Lease agreement.

SECTION 22. ENTRY OF LANDLORD. TENANT shall permit LANDLORD and its agents to enter into and upon the leased premises at all times for the purposes of inspecting the premises related to safety and maintenance requirements.

SECTION 23. APPLICABLE LAW. This Lease shall be construed under and in accordance with the laws of the State of Florida.

SECTION 24. PUBLIC RECORDS LAW.  TENANT acknowledges LANDLORD's obligations under Chapter 119, Florida Statutes, to release public records to members of the public upon request. TENANT acknowledges that LANDLORD is required to comply with Chapter 119, Florida Statutes, (in the handling of the materials created under this Lease) and that said statute controls over the terms of this Lease.

SECTION 25. BOOKS, RECORDS AND REPORTING REQUIREMENTS.

(a) LANDLORD or its designee shall have the right to review all records maintained by TENANT related to this Lease and TENANT's youth baseball activities on the premises. LANDLORD, at its expense, may perform or have performed an audit of the records of TENANT related to this Lease and TENANT's youth baseball activities.

(b) TENANT shall upon execution of this Lease and prior to December 31, 2008, provide LANDLORD with the following statistical

reports (in a form acceptable to LANDORD's Director of Leisure Services) and other documents:

(1) Statistical report of youth baseball activities detailing organized activities to include, but not be limited to:

- (A) youths served;
- (B) teams organized;
- (C) tournaments held; and
- (D) games played.

(2) Evidence of Payment of the annual rent.

(3) Insurance Certificates required under this Lease.

(4) Site plan depicting all buildings and improvements on the premises. In addition to the annual site plan, TENANT must submit an updated site plan for any alteration or remodeling of buildings and improvements.



(5) Organizational Chart detailing TENANT's officers, directors, and other supervisory persons including contact addresses and telephone numbers.

SECTION 26. LIENS. LANDORD's interest shall not be subject to liens for improvements made by TENANT. TENANT covenants that it will not permit mechanic's liens, materialmen's liens, or any encumbrance to attach to the premises.

SECTION 27. CONDEMNATION PROCEEDINGS. TENANT waives all rights of compensation or other damages relating to eminent domain proceedings related to the premises.

SECTION 28. TAXES. TENANT agrees to pay before they become delinquent all taxes of every kind, including special assessments, assessed against the premises, its rents or uses. TENANT agrees that if

its activities render the premises subject to any tax or assessment, TENANT shall be responsible for payment of those taxes and assessments.

SECTION 29. RADON GAS NOTICE. LANDLORD provides notice under Section 404.056(7), Florida Statutes, as follows:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

IN WITNESS WHEREOF, the parties have hereto executed this instrument for the purposes herein expressed, the day and year first above written.

ATTEST:

SEMINOLE BASEBALL INCORPORATED

JAMES BARTH
Vice-President



LEE SILER
President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

- Exhibit A - Maintenance Schedule for Restrooms and Buildings
- Exhibit B - Maintenance Schedule for Athletic Fields

AEC:jjr; 7/30/07; 8/29/07; P:\Users\jroyal\Leisure Services\2007 Seminole Baseball Lease.doc

SOLDIERS CREEK PARK
BASEBALL RESTROOM
MAINTENANCE SCHEDULE
2007

EXHIBIT A

RESTROOMS

SERVICES REQUIRED DAILY

- A. Remove all wastebaskets, wipe any stains or spills, install replacement liners and carry trash to pick up areas
All waste receptacles will be emptied and returned to their original location. Using a germicidal solution, all waste receptacles should be wiped clean inside and outside to remove evident soil or wet spill. All plastic liners will be replaced when obviously soiled or torn.
- B. Spot clean all wall surfaces, stall partitions, and doors
Clean partition walls, doors and walls surrounding or adjacent to urinals and commodes. Remove any non-permanent stains, spots, streaks, and graffiti using a cloth scrub pad, or a sponge and a germicidal detergent solution. Wipe the surface dry using a clean cloth. After cleaning, surfaces will have a uniform appearance free of dust, lint, streaks, stains and writing.
- C. Clean all mirrors
Clean glass with a suitable glass cleaner. Clean frames and any adjacent shelves with a damp cloth or sponge and polish dry with a paper towel. After cleaning, all surfaces will have no visible signs of streaks, smudges, lint, film, etc.
- D. Clean and sanitize all urinals and toilets
Completely clean, disinfect and deodorize all exposed surfaces of toilets and urinals (urinal blocks are prohibited). A non-abrasive cleaner will be used on exposed hardware which will be dried and polished after cleaning. All foreign material will be removed from the urinal drain tap. After cleaning and completely drying the toilet seat, it should be placed in an upright position. Obstructed toilets and urinals will be reported to the Contract Administrator by 7:00 AM the following business morning.
- E. Clean and sanitize wash basins, faucets, handles and countertops
Completely clean and disinfect all exposed surfaces of the sink. A non-abrasive cleaner will be used on the exposed hardware which will also be dried and polished. After cleaning, fixtures will be free of streaks, residue, smudges, etc. Inoperable or broken fixtures should be reported to the County by 8:00 AM the next business morning. Use different cloths, sponges, brushes and scouring pads when cleaning sinks than when cleaning commodes and urinals.

- F. Clean, sanitize and restock all dispensers
Use a cloth and a mild detergent solution to remove dust, smudges, streaks etc. from dispensers. All dispensers will be checked daily to ensure enough supply for the next business day. Dispensers will be checked for proper operation after filling and replaced as needed. Soap, paper towels and toilet paper are supplied by Seminole Baseball Inc. Seminole Baseball Inc. is responsible for installation of new dispensers or replacement of broken dispensers as needed.
- G. Sweep and wet mop all floors
Prior to mopping, the floor surface will be swept with a broom to remove all loose dirt and soil. Mop the floor with a germicidal detergent solution and rinse with clean water. After mopping, the floor will have a uniform appearance free of spots, spills, stains, residue, mop strings, etc. Dispose of the remaining germicidal solution by pouring down the floor drain. Mop shall be rinsed and squeezed to extract excess water and hung up to dry. Mop bucket shall be rinsed out and stored dry. Excess water should be removed using a mop or a squeegee. Under no circumstances should standing water remain on any floor.

SERVICES REQUIRED WEEKLY

- A. Wash and disinfect interior walls and partitions
Using a cloth and germicidal solution wipe showers, walls, and stall partitions thoroughly to remove all dirt, smudges, residue, etc. Clean and polish shower drains and fixtures at this time.
- B. Wipe clean all window ledges
Use a cloth and germicidal solution to remove all debris, spots, streaks, smudges, etc. from all restroom window ledges.
- C. De-scale toilets, urinals and faucets, if necessary
Remove scale, scum, mineral deposits, rust stains, etc. from the interior of toilet bowls and urinals. After cleaning, toilets and urinals will be free from rings and marks and will have a uniform, bright, shiny appearance.
- D. Clean and polish hardware and pipes
After wiping fixture with a non-abrasive germicidal detergent, dry and polish with a dry cloth. After cleaning and polishing, the fixtures will have a uniform appearance free of spots, stains, soil and lime deposits.
- E. Clean exhaust fans and air returns
This task will precede sweeping and mopping. Using a cloth and germicidal solution, remove all visible dirt and dust from exhaust fans and air returns.

SERVICES REQUIRED MONTHLY

- A. Pressure wash all shower areas (walls, ceilings, doors, etc.)
Shower areas will be cleaned with a high pressure cleaner and a germicidal solution. Excess water should be cleaned up using a mop or a squeegee
- B. Scrub restroom, locker and shower floors to remove dirt buildup in the tile grouting
All surface litter will be removed before scrubbing. Apply the appropriate cleaning solution and allow to stand for five (5) minutes before scrubbing the surface with a floor buffer equipped with a grit brush. This will remove heavy stains, mildew and mineral deposits from the surface, including the grouting. After scrubbing, the surface will be rinsed thoroughly to remove all remain detergent solution. Areas no accessible to the buffer will be manually scrubbed with an abrasive hand pad. All cove base and walls will be free of splash marks.
- C. Clean floor drains
Remove grate if possible. Remove all built-up deposits, embedded hairs, etc. from the grate and the neck of the drain. Replace grate. After wet-mopping the floor, empty the remaining germicidal solution down the floor drain. After cleaning, the drain and grate will be free of odors and built-up deposits. Report any obstructed drains to the Contract Administrator by 7:00 AM the following business morning.

Quality Assurance: The County's Contract Administrator or designee will monitor the TENANT's performance under this agreement by conducting weekly inspection of the restrooms. When problems exist, other inspection dates and times will be scheduled in advance with TENANT's board member responsible for the sites restroom facility maintenance and upkeep.

Note: See attached inspection form for Soldiers Creek Women's and Men's restrooms.

RESTROOM INSPECTION REPORT

PARK LOCATION : SOLDIERS CREEK PARK - WOMEN'S RESTROOM

DATE: _____ TIME: _____

COMPLETED BY: _____

I. RESTROOMS - Women's

| | | RATING |
|---|--|--------|
| 1 | Replace wastebaskets, wipe stains/spills, replace liners as needed | |
| 2 | Spot clean wall surfaces, stall partitions and doors | |
| 3 | Clean mirrors | |
| 4 | Clean and sanitize urinals and toilets | |
| 5 | Clean and sanitize basins, faucets, handles and countertops | |
| 6 | Clean, sanitize, restock all dispensers | |
| 7 | Sweep and wet mop floors | |
| 8 | Check showers and remove debris | |

| | | RATING |
|---|--|--------|
| 1 | Wash and disinfect interior walls | |
| 2 | Wipe clean window ledges | |
| 3 | De-scale toilets, urinals, and faucets, if necessary | |
| 4 | Clean and polish hardware and pipes | |
| 5 | Clean exhaust fans and air returns | |

| | | RATING |
|---|--|--------|
| 1 | Pressure wash shower walls | |
| 2 | Scrub restroom, locker and shower floors to remove dirt from grout | |
| 3 | Clean floor drains | |

III. COMMENTS

PARK LOCATION : SOLDIERS CREEK PARK - MEN'S RESTROOM

DATE: _____ TIME: _____

COMPLETED BY: _____

I. RESTROOMS - Men's

| | | RATING |
|---|--|--------|
| 1 | Replace wastebaskets, wipe stains/spills, replace liners as needed | |
| 2 | Spot clean wall surfaces, stall partitions and doors | |
| 3 | Clean mirrors | |
| 4 | Clean and sanitize urinals and toilets | |
| 5 | Clean and sanitize basins, faucets, handles and countertops | |
| 6 | Clean, sanitize, restock all dispensers | |
| 7 | Sweep and wet mop floors | |
| 8 | Check showers and remove debris | |

| | | RATING |
|---|--|--------|
| 1 | Wash and disinfect interior walls | |
| 2 | Wipe clean window ledges | |
| 3 | De-scale toilets, urinals, and faucets, if necessary | |
| 4 | Clean and polish hardware and pipes | |
| 5 | Clean exhaust fans and air returns | |

| | | RATING |
|---|--|--------|
| 1 | Pressure wash shower walls | |
| 2 | Scrub restroom, locker and shower floors to remove dirt from grout | |
| 3 | Clean floor drains | |

III. COMMENTS

Legend: S = Completed Satisfactorily
 NS = Not Completed Satisfactorily
 NC = Not Completed

Athletic Field Maintenance

MOWING

The athletic fields shall be mowed with a reel type mower to maintain a minimum one (1) inch height through out the year. i.e. twice weekly during cooler months and three times weekly during the warmer growing season. All litter debris shall be removed from turf before mowing to avoid shredding that damage turf appearance, or items that may be propelled by mower blades. Grass clippings or debris caused by mowing or trimming will be removed from adjacent walks, drives, gutters, and curbs or surfaces on the same day as mowed or trimmed.

The reels of the mower shall be sharp and the cut even at all times to prevent scalping and damage to grass.

The direction of the cut shall be changed each time the fields are mowed.

(Note: Common areas between the athletic fields are the mowing responsibility of the TENANT and are to be kept at a minimum of three (3) inches in height at all times throughout the year)

FERTILIZATION

The specified fertilizer formulations shall be applied at a minimum seven (7) times per year using a calibrated spreader on dry grass as prescribed by the County.

A. FERTILIZE: (8 times annually) these months

- | | |
|-------------|--------------|
| 1. February | 5. June |
| 2. March | 6. July |
| 3. April | 7. August |
| 4. May | 8. September |

AERATION

Aeration shall take place a minimum of three (3) times per year on Bermuda grass using a hollow or open spoon tine. Seminole Baseball Inc's personnel shall be required to mark or flag all irrigation heads and valves before operation. The plugs shall be dragged in afterwards and mowed. The County will notify the contractor when to aerify in accordance with programming.

B. AERATE / SLICE (once annually)

1. June

TOP DRESSING

TENANT will be required to top dress the athletic fields a minimum annually with material prescribed by the County.

C. TOP DRESS FIELDS (once annually)

1. October

WEED CONTROL

The fields shall be kept weed free at all times. Weeds are to be sprayed or mechanically removed with each mowing. Seminole Pony Baseball Inc shall provide the County with a weed control program, based on the County's turf grass consultant's monthly recommendations, for review and approval by the Parks and Recreation Manager or designee.

All applications shall be in accordance with Florida Pesticide Laws.

TENANT shall keep records as prescribed by law for the use of pesticides of all operations stating dates, times, methods of application, chemical formulations, applicator's name and weather conditions.

A Certified Pest Control Operator shall be in continuous charge of all work and shall perform site supervision to the maximum extent possible during the scheduled application. Contractor shall provide labels and MSDS (material safety data sheets) for all products used on the fields. Any soil, sod, or plants contaminated by misuse of chemicals on the sites shall be removed and replaced at cost to TENANT.

D. WEED & INSECT CONTROL monthly as prescribed by the County's turf grass consultant.

IRRIGATION SYSTEM

TENANT shall inspect the irrigation system on a weekly basis to check for proper operation and is responsible for cost of all repairs to ensure proper operations of the system.

TURF REPAIR

TENANT shall be responsible for inspection and repair of all wear holes in the playing surface and common ground area between fields.

Quality Assurance. The County's Administrator or designee will monitor the TENANT's performance under this agreement by conducting monthly inspection of the grounds. When problems exist, other inspection dates and times will be scheduled in advance with the TENANT to rectify any identified issues.