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File #: 23-0054 Version: 1

Type: Consent Item Status: Agenda Ready

File created: 2/16/2023 In control: City Council

On agenda: 8/7/2023 Final action:

Title: Authorize City Manager to execute Facility Use Agreements with Visalia Youth Softball Association and Kaweah Little League Softball D.B.A. Sequoia Softball for the Riverway Softball Complex for the purpose of youth softball games.

Attachments: [1. Attachment A - 2012 COV P&R Facility Priority Use Policy.pdf](#), [2. Attachment B - Draft - VYSA Facility Use Agreement 2023.pdf](#), [3. Attachment C - Draft - Sequoia Facility Use Agreement 2023.pdf](#), [4. Attachment D - RSP Softball Complex Facility Overview.pdf](#)

[History \(0\)](#)

[Text](#)

### Agenda Item Wording:

title

Authorize City Manager to execute Facility Use Agreements with Visalia Youth Softball Association and Kaweah Little League Softball D.B.A. Sequoia Softball for the Riverway Softball Complex for the purpose of youth softball games.

body

**Deadline for Action:** 8/7/2023

**Submitting Department:** Community Services

**Contact Name and Phone Number:** Laurissa Roggenkamp 713-4336 and Kelli Kincaid 713-4042

### Department Recommendation:

Staff recommends that City Council authorize the City Manager to execute facility use contracts for the Riverway Softball Complex with Visalia Youth Softball Association (VYSA) and Sequoia Little League Softball (SLLS).

### Background Discussion:

The City has had Facility Use Agreements with both organizations for the use of Riverway Sports Park Softball Complex. Each organizations agreement expired December 31, 2022. Staff has been discussing proposed updated contract terms internally and with representatives from each organization for new agreements. Attached are draft agreement proposals. The agreement terms will be for one (1) year, with four (4) one-year extensions, commencing on January 1, 2023.

The proposed agreement with VYSA states that they will receive priority right of use for the regular season play for Spring and Fall seasons:

- Spring season dates shall be from the third Saturday of February through the first Saturday of June.
  - Riverway Sports Park Softball Complex, including fields and concession stand

- Mondays and Thursdays from 3 - 10 p.m.
- Saturdays and Sundays from 7 a.m. - 10 p.m.
- Fall season dates shall be from the third Saturday of September through the second Saturday of November.
  - Riverway Sports Park Softball Complex, including fields and concession stand
    - Mondays 3 - 10 p.m.
    - Sundays 7 a.m. - 10 p.m.

The proposed agreement with SLLS states that they will receive priority use for the regular season play for the only season they requested, Spring:

- Spring season dates shall be from the second Monday in March through the first Friday of June.
  - Riverway Sports Park Softball Complex, including fields and concession stand
    - Tuesdays, Wednesdays, and Fridays from 3 - 10 p.m.

In exchange for the above referenced use, each organization shall pay the City for field usage, field light usage, concession stand usage, and additional refuse and restrooms services as applicable. The City shall invoice each organization monthly for all fees as described below:

- Field Usage fee equal to 25% of the City fee schedule rate. These rates are updated each fiscal year through the approval of City Council.
- Field Lights Usage shall be charged at the full rate of the City fee schedule. These rates are updated each fiscal year through the approval of City Council.
- Concession Stand Usage shall also be charged the full rate of the City fee schedule that may be adjusted annually with the approval of the City Council.

The proposed rates are the same that have been provided to other youth sports organizations (Cal Ripken, AYSO, and Little League) through Facility Use Agreement with the City.

In exchange for a multi-year agreement and reduced facility use rates, each organization shall provide improvements to the softball fields, concession stand, or general park area on an annual basis in the amount of no less than \$2,000 per year.

Each organization shall submit a request for field use in accordance with the City's Parks and Recreation Facility Priority Use Policy, see attached policy. Each organization may only request the amount of field space to accommodate regular season play games. In order to maintain the integrity of the fields and to preserve them for years to come, organizers may not use this facility for practices. Any time and/or field not being utilized by either organization on a date that they have contractual priority use shall be allocated to another facility user for game play, provided that the use does not conflict with the priority organizations use of the premises.

Maintenance of the facility will be shared between the City, VYSA and SLLS. The City is reasonable for regular grounds maintenance, including maintenance of the irrigation system, mowing the outfields, fertilization, weed and rodent control throughout the calendar year. During the designated regular season of game play, outlined in Section 3 USE of the agreement, the City will also be responsible for the install and maintain the portable homerun fencing.

VYSA and SLLS shall be responsible for the maintenance and grooming of the infields on their game dates and for post-season tournament play. Additionally, during post-season tournaments VYSA and SLLS shall be responsible for the installation of the portable homerun fencing.

**Fiscal Impact:**

Projected revenue based on agreement projected dates and times, actual revenue will vary based on actual field and light usage.

VYSA: Spring cost for fields, field lights and concession stand \$26,305  
Fall cost for fields, field lights and concession stand \$8,628  
Projected Cost Total: \$34,933

SLLS: Spring cost for fields, field lights and concession stand \$10,984  
Projected Cost Total: \$10,984

**Prior Council Action:** Council approved prior facility use agreements on: February 22, 2022, March 15, 2021, and March 2, 2020.

**Other:** N/A

**Alternatives:**

1. Require VYSA and/or SLLS to pay full rate for field, field lights and concession stand based on City Council's approved Rate & Fee Schedule.
2. Provide VYSA and/or SLLS a different discount percentage for field, field lights and concession stand use.

**Recommended Motion (and Alternative Motions if expected):**

recommendation

Move to authorize City Manager to execute facility use agreement with Visalia Youth Softball Association.

Move to authorize City Manager to execute facility use agreement with Sequoia Little League Softball.  
end

**Environmental Assessment Status:** N/A

**CEQA Review:** N/A

**Attachments:**

Visalia Parks and Recreation Facility Use Policy  
agreement with VYSA  
SLLS  
be instituted in final negotiations and/or upon advice of City Attorney or City Risk  
Management

- A. City of
- B. Draft contract
- C. Draft contract agreement with  
- Items B & C - minor contract revisions may
- D. Facility Overview Photo

**FACILITY USE AGREEMENT BETWEEN  
THE CITY OF VISALIA (CITY) AND  
KAWEAH LITTLE LEAGUE SOFTBALL  
D.B.A SEQUOIA SOFTBALL (SEQUOIA)  
Riverway Sports Park Softball Complex**

THIS LEASE AGREEMENT made and entered into as of the 13 of MARCH 2024, by and between the CITY OF VISALIA, a Municipal Corporation, hereinafter referred to as “CITY” and KAWEAH LITTLE LEAGUE SOFTBALL D.B.A SEQUOIA SOFTBALL, hereinafter referred to as “SEQUOIA”;

**WITNESSETH:**

For and in consideration of the covenants and agreements hereinafter contained on the part of SEQUOIA to be kept and performed, and in consideration of the usage costs to be paid to CITY as hereinafter set forth, CITY hereby agrees to enter into a FACILITY USE AGREEMENT with SEQUOIA, for use of Riverway Sports Park, including the use of four (4) softball fields and the shared use of the concession stand and restroom facilities as identified in Attachment A, for specified dates and times listed within agreement for regular games.

**1. TERM**

The term of this LEASE AGREEMENT is one (1) year, with four (4) one-year extensions, commencing on January 1, 2023 and ending on December 31, 2027.

**2. FEES AND CHARGES**

SEQUOIA shall pay CITY for regular game use during the contracted dates listed in Section 3 a field rental fee equal to 25% of the hourly rate listed in the City’s Fees and Charges Schedule. Field light use shall be charged at the full fee listed in the City’s Fees and Charges Schedule. SEQUOIA use of the concession stand for sales/operations shall be charged \$10/hour, up to the full per day fee listed in the City’s Fees and Charges Schedule. The City’s Fees and Charges Schedule are set annually and are approved by City Council in June for the next fiscal year, July 1 – June 30. As rates are adjusted, so shall SEQUOIA’s field rental rate, field light use rate, and concession stand rate.

All uses outside of the contract period shall be billed at the current rate list of the City’s Fees and Charges Schedule.

The City shall invoice SEQUOIA at the end of each month of use for all fees as described above. Payment is due within thirty (30) days of invoice. All payments not received by the due date shall be subject to a two percent (2%) late fee penalty of the amount due.

In addition to the above facility use fees, and in exchange for the reduced facility use rates, SEQUOIA shall provide improvements to the softball fields, concession stand, or general park area on an annual basis in the amount no less than \$2,000 per year. Said improvements shall be completed in accordance with Section 20 of FACILITY USE AGREEMENT.



### 3. USE

The CITY adopted a Facility Use Policy in December 18, 2012. The policy is used to determine use for recreational facilities, see Attachment B. Pursuant to this FACILITY USE AGREEMENT and in accordance with the City's Parks and Recreation Facility Use Policy, section IV Eligibility SEQUOIA shall have Priority 1 level 2 right of use after City activities and programs of the Riverway Sports Park Softball Complex; including fields and concession stand for the dates listed below for the contract period.

Section IV Eligibility states "facility use shall be granted based on the following priority:

Priority 1:

1. City activities and programs.
2. Facility use agreements (organizations having special status assigned by City Council action as a result of having historical use of facilities).

Annually SEQUOIA shall submit a request in writing by January 1<sup>st</sup> expressing their intent to extend contract for additional year. Upon mutual agreement of the CITY, the Facility Use Agreement may be extended for any additional one-year term remaining within the agreement term listed in Section 1.

Prior to each season SEQUOIA shall submit a request for league start and end dates, time blocks per field use in accordance with the City's Parks and Recreation Facility Use Policy Section III Facility Request Use Deadlines, requests must be in writing. Ten business days prior to each season's start date SEQUOIA shall submit in writing a finalized comprehensive game schedule. Concession stand use for sales/operations must also be in writing with start and end time blocks for hours of operation (when open for sales). SEQUOIA may only request the amount of field space to accommodate regular season play games.

SEQUOIA acknowledges that any time and/or field not being utilized by SEQUOIA shall be allocated by the CITY to another facility user, provided that said use does not conflict with SEQUOIA's use of premises.

Spring season game use shall be from the second Monday of March until the first Friday of June. Spring priority right of use will be on Tuesdays, Wednesdays, and Fridays from 3:00 p.m. until 10:00 p.m.

CITY agrees that SEQUOIA shall have exclusive use of the premises for two weekends per year for tournament play. SEQUOIA must submit in writing no less than three months advance notice through the City's application process, CITY maintains the authorization to deny request if requested dates impede on another event or use of the facility.

CITY shall have the right of access to the premises at all times. SEQUOIA agrees to use the premises and property which are the subject of this FACILITY USE AGREEMENT, exclusively in connection with the operation of SEQUOIA's recreational league for game play.

SEQUOIA acknowledges that there will not be any "gate" or admission charge for regular season play or any charges for parking. CITY acknowledges and permits, without revocation, the

right for SEQUOIA to charge “gate” or admission to the facility for the purpose of post season tournament play only. SEQUOIA acknowledges that if they do charge “gate” or admission charge they will be required to pay the full hourly rate listed in the City’s Fees and Charges Schedule.

SEQUOIA agrees to use the premises and property which are the subject of this FACILITY USE AGREEMENT, exclusively in connection with the operation of SEQUOIA Softball and its related activities.

Outside of the regular season of use SEQUOIA agrees to contact the CITY, no later than three-business days in advance, to request authorization to access the interior facility (playing fields, common areas, concession stand) for any off-season or non-scheduled usage. SEQUOIA shall be able to access the exterior storage units through the south gate off of Shannon Parkway at any time, so long as it does not interfere with any scheduled use of the facility. The CITY reserves the right to deny access to the facility if facility is being utilized by other groups/programs. If access is denied the CITY will assist in developing an appropriate schedule for SEQUOIA’s access.

The CITY reserves the right to cancel or suspend any scheduled use by SEQUOIA in the case of inclement weather or other conditions that threaten the health and safety of participants and/or may result in damage of City facilities. Representatives from the CITY and SEQUOIA may meet prior to scheduled use, if feasible, to assess the conditions of the park and determine what can be done to protect the turf and/or public interest. The final decision to cancel an event will be determined by the City’s Director of Parks & Recreation or their designee.

#### **4. CONCESSION STAND**

SEQUOIA is exclusively responsible for the operation of the concession stand and for the direction and control of all volunteers and/or employees employed in such concession operations during SEQUOIA’s designated and agreed upon times to operate at the facility. SEQUOIA acknowledges that other entities will be utilizing said facility during times not designated to SEQUOIA, and that accommodations have been arranged for so that inventory items can be stored and locked during unused times.

CITY shall be responsible for ensuring facility is clean and ready for use prior to the start of season.

SEQUOIA shall ensure that the concession stand is left clean and in good repair after each use. In the operation of said concession stand, SEQUOIA shall comply with and provide copies of all applicable permits and requirements set forth by the Tulare County Health and Human Services Agency. The CITY shall not be responsible for damage and/or theft of personal property of SEQUOIA.

At the conclusion of each season, SEQUOIA shall be responsible for returning the facility to the state it was in prior to their usage. SEQUOIA shall remove all personal property from the common areas no later than one week from the conclusion of regular season play. Perishable food and appliances shall be removed from the common areas, floors, walls, and assigned

cabinets shall be free of debris and cleaned. Perishable food shall be removed from the storage room.

If personal property is not removed as required herein, the CITY will remove the items and invoice SEQUOIA the direct cost including staff time associated with removing their items.

## **5. ADDITIONAL SERVICES**

Due to the size and nature of SEQUOIA's program, additional services, above and beyond normal operational services provided by the City, are required.

- a. Portable restrooms – SEQUOIA shall provide additional portable restrooms for Opening Day, tournaments, and other days of projected heavy attendance. If additional services are needed or requested solely for SEQUOIA's use, SEQUOIA shall pay the CITY for the cost incurred for additional services. Such costs shall be invoiced each month. Payment for additional services is due within thirty (30) days of receipt.
- a. Refuse:
  - i. CITY shall be responsible to dump the trash cans and blow the common areas one (1) time every morning of scheduled use.
  - ii. SEQUOIA shall be responsible to provide additional appropriate refuse and/or recycle containers to accommodate trash generated by its participants.
  - iii. SEQUOIA shall be responsible to collect any trash/litter and dump the trashcans throughout the softball complex, including spectator areas, bleachers, dugouts, restrooms, playing fields, throughout their scheduled use of the facilities and a final dumping of all trash at the end of each day of use.
- b. Restroom service:
  - i. CITY shall be responsible for routine and ordinary cleaning and stocking the restrooms for each day of scheduled use; one (1) time daily.
  - ii. SEQUOIA shall be responsible for providing additional appropriate cleaning and stocking of the restroom throughout their scheduled use of the facilities with at least a final cleaning at the end of each day of use. This includes ensuring that floors are free of debris, trash cans are emptied, toilets are flushed, and sinks are free of debris.

If SEQUOIA fails to collect any trash/litter and dump the trashcans or clean and stock the restrooms at the end of each day of use, the CITY will render these services and invoice SEQUOIA the direct cost including staff time associated and a penalty fee of \$100 per occurrence.

## **6. INSTALLATION OF SIGNS AND/OR BANNERS**

During the term of this AGREEMENT, SEQUOIA shall have the following rights in regard to installation and removal of signs and/or banners: No signage shall be allowed to be displayed facing the Sports Park, Giddings St. or Shannon Parkway. Signs and/or banners must be appropriately sized and may be placed upon homerun fences and along the main pathway inside the complex. Banners must face the interior of the premises only. Banners may be displayed during each season of use on fields one and two, banners may be installed one week prior to game commencement and one week after the last day of regular season games. Banners must be in good condition and hanging position.

Any sign and/or banner installed, operated, and maintained by SEQUOIA will be SEQUOIA's total financial responsibility. SEQUOIA shall obtain any and all necessary permits from the City Planning Division in compliance with the City of Visalia Municipal Code Chapter 17.84 sections 17.48.010 et seq.

## **7. FACILITY MAINTENANCE**

SEQUOIA shall assume responsibility for all maintenance, damage, repair, and upkeep of the aforementioned premises during SEQUOIA use, excepting CITY's maintenance and upkeep as set forth in Section 8. SEQUOIA agrees to immediately notify CITY (within 24 hours) of any damage to the premises including such items as the concession stand or restroom, fixtures, equipment, grounds, landscaping, sprinklers and irrigation, so that CITY may determine whose responsibility it is to repair or replace and determine the manner in which the repair or replacement is to be completed. Furthermore, CITY shall have sole discretion in determining whether the damage or destruction mentioned above resulted from or in connection with SEQUOIA.

Throughout the AGREEMENT term, SEQUOIA shall agree to maintain its personal property (portable equipment, storage units, etc.) in a manner agreeable to CITY. SEQUOIA shall be responsible for picking up and disposing of trash and litter after each use as set forth in section 5. SEQUOIA shall also be responsible for any repair or maintenance resulting from vandalism and/or graffiti during the softball season on equipment or structures that are owned by SEQUOIA. Said graffiti removal shall be completed in accordance with the current Ordinance governing graffiti removal in the City of Visalia.

SEQUOIA shall assume responsibility for preparation of playing fields (field lines, bases, dragging infields, etc.) prior to games. At the end of each day of use SEQUOIA shall be responsible to fill holes, tamper batter/catcher box, rake/screen drag infield, and replace base plugs.

## **8. GROUNDS MAINTENANCE**

CITY shall be responsible for regular grounds maintenance, including maintenance of the irrigation system, regular mowing of the outfields and fertilizing, spraying for weeds, and gopher/rodent control, throughout the calendar year. CITY shall also be responsible for major structural repairs and/or capital improvements to the premises which are the subject of this FACILITY USE AGREEMENT. CITY shall have the sole discretion of determining what constitutes major structural and/or capital improvements. CITY further agrees to be responsible for the damage and/or repairs caused by organizations, groups and/or special events held on the premises and scheduled by the City of Visalia.

SEQUOIA shall assume responsibility for preparation of playing fields (field lines, bases, dragging infields, etc.) prior to games. At the end of each day of use SEQUOIA shall be responsible to fill holes, tamper batter/catcher box, rake/screen drag infield, and replace base plugs.

During regular Spring game season CITY shall install and maintain the portable homerun

fencing. During the regular Fall game season, when the facility is used for multiple age groups, SEQUOIA shall be responsible to install the homerun fence for their use with the CITY being responsible to remove the fence for use of CITY programs. During post season use, if SEQUOIA requests use and is allocated fields for post season tournaments, SEQUOIA may have the option to install and maintain the homerun fence.

#### **9. FACILITY INSPECTIONS AND EXPECTATIONS**

CITY and SEQUOIA representatives shall inspect the facility and grounds prior to the commencement of each season, during each month of the season, and following the conclusion of each season. CITY will utilize the Inspection Sheet (Attachment C), as it may be amended from time to time, to document the status of the facility during each inspection.

CITY shall be responsible for ensuring facility is clean and ready for use prior to the start of season. At the conclusion of each season, SEQUOIA shall be responsible for returning the facility to the state it was in prior to their usage.

#### **10. STORAGE:**

SEQUOIA shall be allowed to maintain two (2) storage/maintenance containers (sea train) subject to CITY approval in an area designated by CITY for such use. Container may not exceed 20'x 8' and must comply with CITY standards as to size, location, maintenance/condition, and color of such storage container(s).

SEQUOIA shall keep containers clean and well maintained. Containers shall not display advertising for any business (other than the manufacturer of the container). SEQUOIA shall monitor, inspect, and remove any graffiti and make repairs as needed within ten days. No chemicals or flammable materials of any kind are to be stored within the containers. Storage of approved field/turf marking paint will be allowed.

SEQUOIA must obtain and retain proper insurance for storage containers and their contents for the duration of the FACILITY USE AGREEMENT set forth in Section 15. SEQUOIA shall submit an inventory list at the beginning of each season of the items stored in the containers.

The CITY is not responsible for damage and/or theft to SEQUOIA property while stored at the facility.

#### **11. PARKING / USE OF MOTORIZED VEHICLES**

Vehicles must be parked in designated parking areas. SEQUOIA may not charge for parking without written consent from the CITY. SEQUOIA may not reserve parking spots without written consent from CITY. RV parking shall be restricted to the north overflow lot on Riverway Drive. Overnight camping is not allowed.

The use of motorized utility vehicles including but limited to golf carts, GEM cars, and Gator vehicles is restricted to licensed drivers and use of vehicles must be in conjunction with program functions and/or duties.

## **12. OUTSIDE VENDORS**

Only SEQUOIA is permitted to provide goods and/or services under the agreement. If SEQUOIA desires to have an outside vendor provide food, entertainment, goods or other services, such vendor must be pre-approved in writing by the City of Visalia. SEQUOIA shall submit in writing a request for the outside vendor no less than ten (10) business days prior to the desired date of vendor rendering service. Only vendors with a valid City of Visalia Business Tax Certificate and other permits as required by Tulare County and/or the State of California will be considered. Authorized vendors must provide the City of Visalia with a certificate of insurance naming the City of Visalia as additionally ensured for the date(s) and time(s) of service.

## **13. SECURITY**

SEQUOIA shall provide security and supervision at all scheduled activities, including crowd control, at a level satisfactory to CITY, sufficient to ensure adequate protection of the premises which are the subject of this FACILITY USE AGREEMENT. This shall include the presence of SEQUOIA Board Members while games are in progress.

The CITY shall assign SEQUOIA keys to the facility prior to the start of each season. SEQUOIA shall return all facility keys to CITY no later than two weeks after the conclusion of each regular season. SEQUOIA agrees not to duplicate any keys. Refer to Section 3 regarding facility access during off-season.

SEQUOIA acknowledges that additional security measures, such as but not limited to, video recording cameras cannot be installed or placed within the premises without CITY authorization. The CITY reserves the right to deny any request.

## **14. ASSIGNMENT**

SEQUOIA shall not assign, mortgage, sublet or otherwise transfer any interest in this FACILITY USE AGREEMENT to any person, firm, organization or corporation during the term of this FACILITY USE AGREEMENT or any extension thereof without the written consent of CITY first had and obtained.

## **15. INDEMNIFICATION:**

SEQUOIA hereby agrees to and shall defend, protect, indemnify, and hold harmless the CITY and all officers, agents, representatives, and employees thereof from any and all liability, claims, or damages of whatsoever kind or character, including attorneys fees and costs of all types incurred in defense of any of the said parties from said claims or liability, because of or arising out of, directly or indirectly, the acts or omissions of SEQUOIA, SEQUOIA'S independent contractors, employees, representatives, agents, and invitees, and the passive or active negligent acts or omissions of the CITY or its officers, agents, representatives, and employees while acting within the scope of their duties regarding work to be performed pursuant to this AGREEMENT. Said indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering and applicable to such damages, claims, or liability. This FACILITY USE AGREEMENT shall be binding upon SEQUOIA whether or not there are any allegations of fault negligence or liability of the indemnities hereunder.



#### **16. VOLUNTEERS/EMPLOYEES**

SEQUOIA shall be responsible to adhere to any local, county, state, or federal laws for conducting criminal background checks on all volunteers, including but not limited to, coaches, umpires, and others who will be in a position to supervise youth under 18 years of age or vulnerable adults. SEQUOIA agrees that failure of an individual to submit to a required criminal background check will result in prohibiting said individual from coaching and/or supervising children or vulnerable adults.

#### **17. INSURANCE REQUIREMENTS:**

It is further understood and agreed that SEQUOIA shall secure and maintain during the term of this FACILITY USE AGREEMENT, and any renewal thereof, a policy of commercial general liability and property damage insurance, naming the CITY as co-insured, with a single combined liability limit of \$2,000,000.00, and property damage limits of not less than \$1,000,000.00, insuring against all liability of SEQUOIA and its authorized representatives arising out of and in connection with SEQUOIA's use or occupancy of the premises. All general liability insurance and property damage insurance shall insure performance by SEQUOIA of the indemnity provisions of item 15. CITY shall be named as additional insureds, the policy shall contain cross liability endorsements, and an endorsement requiring 30 days written notice from the insurance company to all parties before cancellation or change in the coverage, scope or amount of any policy. Such policy, or a certificate of the policy, together with evidence of payment of premiums, shall be delivered to CITY at the commencement of the term, and on renewal of the policy not less than 30 days before expiration of the term of the policy. SEQUOIA, at its own cost, shall be responsible for maintaining a policy of insurance covering its personal property located on the premises.

In addition to the above general liability insurance, throughout the lease term, SEQUOIA shall purchase tournament and clinic insurance with limits of not less than \$2,000,000 general liability and \$250,000 personal injury for each scheduled tournament and/or clinic. Also, throughout the AGREEMENT term, at any time SEQUOIA employs any person(s), SEQUOIA shall, at SEQUOIA's sole cost and expense, keep or cause to be kept in force workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00 per accident.

#### **18. CODE OF CONDUCT**

SEQUOIA shall create and maintain a Code of Conduct and require participants, coaches, and parents to complete and comply with said Code of Conduct. SEQUOIA's Code of Conduct shall reinforce compliance to all City ordinances, Park rules, and all General Rules and Regulations as set forth in the City of Visalia Parks and Recreation Facility Use Policy Section VII (Attachment B).

#### **19. ANNUAL REPORTS**

SEQUOIA agrees to provide annual reports, to include league registration numbers, participant names and address of residency information, financial statements, proof of non-profit status, and other reports as requested by the CITY. Reports shall be used to determine adequate field



allocation. Facility usage hours and participant numbers may be shared with City Council.

## **20. IMPROVEMENTS**

As set forth in Section 2, SEQUOIA shall have the opportunity to make improvements to the premises and property which is subject of this FACILITY USE AGREEMENT, provided that SEQUOIA obtains prior written approval from the CITY before any such improvements. Upon the expiration of this FACILITY USE AGREEMENT, and any extension thereof, all such improvements shall automatically revert to CITY's ownership. Should the CITY elect to require SEQUOIA to remove said improvements, SEQUOIA shall do so and return the property to its original condition, allowing for reasonable and normal wear.

## **21. DISCRIMINATION**

SEQUOIA for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, sex, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said premises.

## **22. TERMINATION**

In addition to any other provision in this FACILITY USE AGREEMENT, this AGREEMENT may be canceled or terminated upon the following:

- A. This AGREEMENT and the tenancy hereby granted may be terminated or canceled at any time by either party hereto by giving to the other party not less than sixty (60) days written notice.
- B. This AGREEMENT shall terminate automatically if either party hereto fails to remedy any breach or any term or condition of this AGREEMENT within thirty (30) days after receiving written demand from the other party to do so. If however, either party is diligently proceeding in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete such correction.
- C. SEQUOIA agrees at the end of the LEASE term or in the event of an early termination, as provided for herein, to quit and deliver up said premises in as good condition as they are now, ordinary wear and tear excepted.

## **23. QUIET ENJOYMENT**

CITY does hereby covenant and agree that upon the performance of all covenants by SEQUOIA as herein provided, SEQUOIA shall peaceably and quietly hold and enjoy said premises during the term of this AGREEMENT and any extension thereof except as otherwise provided hereupon the termination of this AGREEMENT or any extension thereof.

## **24. AMENDMENT**

This AGREEMENT may be amended at any time by mutual agreement of the parties in writing.

## **25. NOTICE**

All notices to be given by SEQUOIA pursuant to this AGREEMENT shall be mailed to City of Visalia, Community Services Department, 345 North Jacob Street, Visalia California 93291; and all notices to be given to SEQUOIA pursuant to this LEASE AGREEMENT shall be mailed to

SEQUOIA c/o SEQUOIA President (mailing address)

1525 E. Noble Ave #296-  
Visalia, CA  
93292

For the purpose of this AGREEMENT, SEQUOIA shall designate one point of contact with which the CITY shall coordinate the use of fields, maintenance concerns and other communications. This representative or a designee in his/her absence will be the only authorized agent of SEQUOIA to coordinate use throughout each season.

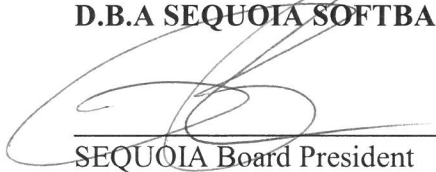
## 26. ENTIRE AGREEMENT

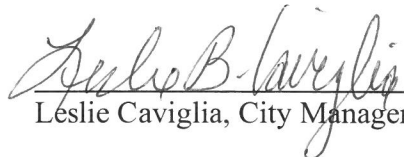
This FACILITY USE AGREEMENT contains the entire AGREEMENT between the parties. No promise, representation, warranty, or covenant not included in this AGREEMENT has been or is relied on by either party. Each party has relied on his/her own examination of this AGREEMENT, counsel of its own advisors, and warranties, or representations, or covenants in the AGREEMENT itself. The failure or refusal of either party to inspect the premises or improvements, to read the AGREEMENT or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advise.


IN -WITNESS WHEREOF, the parties have executed this LEASE AGREEMENT as of the date first above written.

**KAWEAH LITTLE LEAGUE SOFTBAL  
D.B.A SEQUOIA SOFTBALL**

**CITY OF VISALIA**

  
\_\_\_\_\_  
SEQUOIA Board President      3/13/24  
Date

  
\_\_\_\_\_  
Leslie Caviglia, City Manager      4-3-24  
Date

  
\_\_\_\_\_  
Risk Management      3/28/24  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney      3-27-24  
Date

## City of Visalia Parks and Recreation Facility Use Policy

The City of Visalia Parks and Recreation Department is dedicated to fostering healthy lifestyles and helping the community thrive. The City recognizes that programs, activities and sports leagues are a fundamental component of this goal and that facility availability is necessary for local organizations and individuals. As such, the Visalia Parks and Recreation Department coordinates and issues permits for the use of City facilities for general public use for cultural, social and recreational activities and programs.

The purpose of this policy is to outline the City's allocation procedure and rental policies for the permitted use of facilities in the City of Visalia. The City has experienced tremendous growth in population and need for facility use for a multitude of purposes. This growth is anticipated to continue. The Parks and Recreation Department has already experienced an increased demand for the use of City facilities and finds it necessary to emphasize sharing in the use of all facilities among our present and future organizations.

This policy has been established to assure that City facilities are utilized for recreational, cultural, educational, social and community service functions that meet the needs of the community, as well as, set clear policies, procedures and regulations for such uses.

Due to the limited number of facilities available, the Visalia Parks and Recreation Department and the Parks & Recreation Commission have established criteria for priority use. The Visalia Parks and Recreation Department will give priority to Visalia residents and will monitor proper use of allocations and permits.

The City of Visalia is dedicated to creating partnerships with local organizations to ensure there is ample opportunity to participate in programs and services. The allocation/permitting process provides an organization the exclusive use of a facility to the exclusion of all others. The objective of this policy is to create a clear, written allocation policy with procedures that:

- Fairly distributes facilities.
- Maximizes participation time.
- Incorporates maintenance periods to maintain safe, quality facilities.
- Communicates financial issues and recovery policy.
- Outlines facility use regulations.

### **I. Definition of Terms:**

***Visalia Resident*** – a person residing within the city limits of the City of Visalia. The City may require identification or documentation of residency to be considered for priority brokering. In the event proof of residency cannot be established, non-residency status will be imposed. Note: Any person owning and paying taxes on real property in Visalia, but who is not living in the City, and any person having only a Visalia business address are NOT considered residents for facility use application purposes.

***Youth programs*** – participants are ages 18 and under.

***Adult programs*** – participants are ages 18 and over.

***Open membership*** – Organizations, or portions of organizations, that have open registration regardless of skill level. Organizations must have an “everyone plays” philosophy requiring

that each player suited up and able to play is entered into games for a significant period of time (i.e., ½ or game or 2 of every 5 innings or 2 of 4 quarters, etc.). Open membership organizations are recreational in nature and provide scholarship opportunities for players who demonstrate a financial need.

***Non-profit status*** – Must be established as a non-profit organization. Non-profit status is defined as an organization that is so defined by the Internal Revenue Code, 501c and has a State of California Tax Identification Number. Organizations must submit the following to be considered for Non-Profit Status:

- 501c IRS papers and bylaws
- Current financial statement
- Roster of officers
- List of persons authorized to make reservations for your organization

***Basic services*** – Basic services are defined as the maintenance of safe, clean, attractive parks and buildings and the provision of recreation services for the general public. Basic services preserve and promote physical and mental wellbeing and will continue to be supported by taxpayer resources.

***Seasonal Brokering Periods*** – For the purpose of scheduling facilities, the City has established three (3) brokering periods in which request shall be reviewed and facilities shall be allocated.

***Special services*** – Special services are those above and beyond basic services. Revenues are necessary to support special services; therefore, users will be charged a fee for the privilege of using the facilities to the exclusion of others and without interference.

***Game slot*** – amount of time or facility space needed to reasonably accommodate play. In instances where modified fields are used, appropriate field space shall be allocated, this may be an increment of a field or facility rather than designating an entire field or facility.

***Practice slot*** - amount of time or facility space needed to reasonably accommodate play. In instances where modified fields are used, appropriate field space shall be allocated, this may be an increment of a field or facility rather than designating an entire field or facility.

***Facility Use Permit*** – A facility use permit is required for all organized use associated with a team, league, organization or school. Users who do not submit a request during the established brokering period must submit a request for use to the Parks and Recreation Department a minimum of ten (10) working days prior to the requested use date. Once the request has been approved and the user has complied with insurance requirements and paid all applicable fees, a written Facility User Permit shall be issued.

## **II. Facility Use Permitting:**

Facility use requests are considered at three different time periods per fiscal year. Facility space will be awarded on a priority basis prior to the fall, winter/spring, and summer periods. After the original requests are processed, based on priority, the facilities are available for use

to other requests. To apply for a Facility Use Permit, an applicant must submit a written request to the Parks and Recreation Department outlining the dates, times, facility, number of courts/fields and intended use. Requests shall only be considered for organizations who are in good standing with the Parks and Recreation Department and who do not have a past due balance.

Facility use reservations, not allocated during the established brokering periods, can be made no less than ten (10) calendar days prior to the desired date(s) of use. These requests shall be granted on a first come, first served basis based on field availability.

Submission of an application does not constitute approval. Approvals shall be in the form of a written facility use permit issued by the Parks and Recreation Department.

Requests for additional use or programs not covered by the Priority Use Policy should be addressed in writing to the Recreation Manager. The Parks and Recreation Director will make interpretation of language in the Priority Use Policy. An appeal to the Parks and Recreation Commission of the Director's decision must be submitted in writing with justification within ten (10) working days from the decision and will be heard at the next regularly scheduled Parks and Recreation Commission meeting, unless appeal is received fewer than ten (10) days prior to a meeting, in which case it will be heard at the following meeting of the Parks and Recreation Commission.

### **III. Facility Request Form Deadlines:**

The three seasonal brokering periods are as follows;

<u>Season</u>	<u>Dates</u>	<u>Request deadline</u>
Fall	August 1 through December 31	May 1
Winter/Spring	January 1 through May 31	November 1
Summer	June 1 through July 31	March 1

All requests received by the established deadline shall be reviewed after the deadline date. A facility use permit shall be issued a maximum of thirty (30) days after the deadline.

Facility use requests for primary organization use will be accepted no more than three (3) months prior to the request deadline. Requests for use outside of the organization's primary use (regular league play), such as tournaments on a regional, state or national level, may be made up to three (3) years in advance.

### **IV. Eligibility - facility use shall be granted based on the following priority:**

#### **Priority 1:**

1. City activities and programs.
2. Facility use agreements (organizations having special status assigned by City Council action as a result of having had historical use of facilities).
3. Visalia resident (at least 90%), youth programs, open membership, non-profit organizations or leagues.

**Priority 2:**

- Visalia resident (at least 51%), youth programs, non-profit organizations or leagues.

**Priority 3:**

- Visalia resident (at least 51%), adult programs, open membership, non-profit organizations or leagues.

**Priority 4:**

- For-profit programs and events.

**Priority 5:**

- Organizations that have previously violated the terms of the priority use policy.

Resident status will be determined from the prior season's actual rosters (fall season for fall season, spring season for spring season).

To resolve a discrepancy between two organizations in the same priority use class that request use of the same site/field and that cannot be worked out between the two organizations, the following allocation formula will be used to determine the amount of field use that will be allocated to each organization.

Facilities will be allocated within each priority use class to organizations based on the percentage of verifiable Visalia residents registered with that organization in relation to the total number of all registered Visalia residents in all organizations in the priority use class combined.

The total number of all Visalia residents registered in all organizations within that priority use class will then be determined. Each organization's resident number will be divided by the total of all residents registered to determine the percentage of use to be allocated to each group.

An example of this would be:

Baseball Group A has 750 Visalia residents

Baseball Group B has 900 Visalia residents

Total Visalia residents registered in both organizations is 1,650

750 divided by 1,650 equals 45%. Group A would receive 45% of the available time.

900 divided by 1,650 equals 55%. Group B would receive 55% of the available time.

Additional factors to determine priority use:

- Priority 1 & 2 athletic organizations shall be allocated a maximum of one (1) game slot per team per week and one (1) practice slot (1/2 field) per team per week (as space allows). Number of teams shall be determined based on the number of registered participants in each program taking into consideration the number of players per team for each age division.
- League game play takes priority over practice with the exception of non-resident vs. non-resident game play.

- Adult program access – per this policy, adult play would receive low priority. To provide for equal access for adult leagues, 25% of facility space shall be dedicated to adult play in the above mentioned priority order.
- Sport season priority – Traditional sports seasons have priority as follows:
 

Fall	Football, volleyball and soccer
Winter	Basketball
Spring	Baseball and softball
Summer	Aquatics
- Facility use shall be permitted for activities that the facilities are intended for, designed for, classified as, or for activities conducted in a manner that does not compromise public safety or facility quality or integrity.

#### **V. Cost Recovery Philosophy**

As the City continues to grow and facilities age, the Visalia Parks and Recreation Department must develop a financial system to support our community investment while maintaining the high level of service residents demand. The City will continue to provide basic services funded entirely by general taxpayers and user fees; however, those benefiting from special services (which create additional City expenses) must contribute financially. The recovery policy is intended for the participants to supplement, rather than supplant the investment of the general taxpayers. The recovery policy strives to:

- Amortize the capital investment and cover maintenance/operational cost of a facility.
- Pay for and augment operation/maintenance costs for a facility where tax appropriations support the basic service.
- Control use of the facility.
- Assess a portion of the cost of the facility to users who may not be tax supporters.
- Enable the Visalia Parks and Recreation Department to provide facilities for which funds might not otherwise be available.

The primary purpose of this policy statement is to develop an understanding that the pricing of services is a conscious procedure that requires continual investigation and review by Visalia Parks and Recreation Department, the Parks and Recreation Commission and the Visalia City Council.

#### **VI. Permit Rules and Regulations:**

1. Permits cannot be transferred or assigned to any other person, group, or organization for any reason.
2. The misuse of City facilities or the failure to conform to facility regulations, established policies, and procedures or any other Federal, State, or local law, rule, regulation or ordinance shall be sufficient grounds for the immediate revocation of the permit and/or denial of any future applications. No refund will be granted.
3. Permit holders shall restrict their use to only those facilities specifically reserved and paid for as designated on the permit. Other facilities may be scheduled by other groups and may not be available. Permit holders must be in possession of their Facility Use Permit in case there is a need to address the question of who has a reservation for the facility in question. If the



permit holder cannot use a facility due to unauthorized use by another party, the permit holder should contact the City of Visalia Police Department.

4. Fees - all fees are due and payable prior to the issuance of an approved Facility Use Permit. Payment plans may be arranged for multiple-use reservations with payment in advance for monthly use. The fees and charges for permits are established by the Visalia Parks and Recreation Commission and approved by the Visalia City Council annually and are not negotiable. Only the Parks and Recreation Commission and/or City Council have the authority to waive or modify fees and charges by amendment to the City Rates and Fees Schedule.
5. Deposits – A refundable deposit may be required for facility use. The City reserves the right to deduct from the security deposit all additional charges relating to, but not limited to, janitorial services, maintenance/repair services, staff time, failure to comply with the cancellation policy or emergency services that are required as a result of the facility use.
6. Insurance - A valid insurance certificate is required for use of any City of Visalia facility. The insurance certificate must afford one million dollars (\$1,000,000) of general liability coverage per occurrence listing the dates and location of coverage and must contain the following language:

“The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.” Certificate must guarantee thirty (30) days prior notice to change or cancel the policy.

7. Residency Verification - The City of Visalia Parks and Recreation Department may request a master roster complete with participant first and last name (or identification number), division, team and place of residency or school attending. Leagues may be required to make rosters available for verification and additional proof of residency such as utility billing or photo identification may be required.

Any group or organization found to be misrepresenting its residency status will have its permit revoked for the season and will be assigned the last (or lowest) priority for the immediate and following season. In addition, any group or organization found to be reserving facilities for another organization will be penalized by the revocation of its permit for the season for which the permit is issued and that group or organization will be assigned the last (or lowest) priority for facility use scheduling for the immediate and following season.

8. Teams and organizations may be required to provide schedules to show that all of the allocated facilities are being utilized. If an allocated facility is not utilized by the designated organization a total of two (2) times during the permit period, the facility will be reassigned. User shall be notified by the Parks and Recreation Department prior to reassignment.
9. The City reserves the right to cancel an approved reservation due to maintenance needs, overuse of the facility, unsafe conditions or due to a conflict with a City event or a one-time event that has a direct benefit to the community. In these cases all attempts will be made to provide a minimum of 15 days advance notice and to provide an alternate location for the group's scheduled activity. In the event of an emergency when only short or no notice can be provided, groups must cooperate with the request to not use the facility or risk loss of current permit and denial of future use. If there are no alternate facilities available, the City is not

obligated to provide an alternate facility. In the case of such an event, a full refund will be given.

10. It is the responsibility of the organization's president and the individual in charge of the permit to enforce the rules and regulations regarding the conduct of the group while on permitted facilities. They are also responsible for ensuring that coaches receive and understand that a permit must be on site during facility use.
11. Use begins and ends at the times stated on the permit including set-up and clean-up. A two (2) hour minimum is required per reservation. Groups are not allowed on fields prior to the start time on the permit and are required to have the fields cleaned and cleared by the ending time indicated on the permit. Unauthorized or extended field use beyond times listed on the permit may result in the retention of a portion or all of the deposit and/or result in the cancellation of current use and/or prohibition of future use.

## **VII. General Rules and Regulations**

1. No person shall use an athletic facility which is posted as being closed, whether the closure is for excess rainfall or for field maintenance or other reason.
2. All motor vehicles must park in marked stalls in the parking lots or legally on side streets or be subject to citation. No unauthorized vehicles shall enter park premises.
3. All dogs must be on a leash and owners must clean up after their dogs.
4. No portable BBQ's are permitted at any time in any facility.
5. No golf is permitted at any park or sports complex.
6. Alcohol is not allowed in any City facility without a permit. No alcohol is allowed at Riverway Sports Park. Alcohol may be consumed at the Plaza Park softball fields provided such beverages are purchased from the permitted concessionaire.
7. Athletic facilities may be lined prior to a group use with the permission of the Parks and Recreation Department. Water soluble spray paint is the only permitted means of lining a field. No fields are permitted to be lined by means of Round Up, Dolomite, or other herbicide which can permanently burn lines into the field.
8. Vending at a facility is permitted only if the vendor is associated with the activity and has received the prior approval of the City.
9. Gambling is prohibited at all City property without a permit.
10. Restrooms – some facilities have public restrooms which may be utilized. In instances where public restrooms are not available, or not adequate for the size and scope of the facility use, the user shall be responsible, at user's expense, to provide additional portable restrooms. User groups must coordinate placement of portable restrooms with Parks and Recreation staff.
11. Storage – no group or individual is permitted to maintain a storage unit (or similar object) on or around City facilities without written approval from the City.
12. Use of utility vehicles shall be allowed with the issuance of a permit from the City. Any person operating a utility vehicle on City property must possess a valid California Driver's License and organization must provide the City of Visalia with a certificate of insurance covering operation of said vehicle.

13. Lights are available for some outside facilities. Light requests must be made ten (10) working days in advance and are subject to light fees at the time of reservation.
14. The City of Visalia encourages partnerships and volunteerism to improve facility quality and maintenance, however in the absence of a written agreement, donations and/or contributions of time does not give an organization priority at any facility. Groups wishing to make alterations to facilities must submit these improvement requests in advance to the City of Visalia Parks and Recreation Department. No groups will be allowed to make any alterations to any facility without first obtaining the City's approval.
15. Scheduling – a maximum number of games per time slot shall be determined by Parks and Recreation Department and shall be adhered to when preparing league game and practice schedules.
16. Wet Field Policy - The purpose of the policy is to guide the use of City athletic facilities and to prevent injuries to participants and damage to the playing surface brought upon by inclement weather and/or unsafe playing conditions. An effective facility maintenance program is essential for safe, quality fields and sport complexes. User groups are asked to help us by accepting and adhering to these rules. Groups who use City athletic facilities are expected to assist in protecting their participants and the facilities during periods of rain or inclement weather.

The City of Visalia reserves the right to cancel or suspend facility use permits when facility conditions could result in injury to players or cause damage to the facility. Permits may also be cancelled when the health and safety of participants are threatened due to impending conditions, including but not limited to, heavy rains, smog alerts or pesticide application.

During inclement weather, the City's maintenance staff will assess the playability of all city owned fields to determine if use will occur. The Director or designated representative shall have the authority to close any/all fields owned and operated by the City of Visalia.

17. Banners - Organizations must obtain approval and/or permits prior to placing any signage or banners in any City of Visalia facility.
18. Users must pick up and remove any trash generated by their activity.
19. Good Neighbor Policy - The purpose of this policy is to ensure that decisions regarding the use of City facilities, parks, and athletic complexes and District sites are used in the best interests of the neighborhoods, sports organizations, and citizens of the City of Visalia. The city has established the following rules and regulations to govern the use of the City's facilities for the safe and pleasant enjoyment of participants and neighbors. Every person is expected to abide by these rules or be subject to forfeiture of the security deposit and/or loss of the privilege of future use of the facilities.
  - a. All litter and debris that may occur as a result of your event must be picked up and deposited into trash receptacles, when provided, or removed from the premises.
  - b. All groups are responsible for the condition in which they leave the facility. Any excessive clean-up required by City crews following your use will be cause for forfeiture of all or part of your damage deposit.
  - c. No amplified music, use of musical instruments, radios, public address systems or other such noise allowed before 9:00am or after 8:00pm unless authorized by

special permit. In all parks, care shall be taken so that speakers are not directed at residences.

- d. Complaints from surrounding neighborhood residents as to noise level, litter and debris, and disregard for use of parking regulations could result in cancellation of your reservation, forfeiture of security deposit, and denial of future facility use.
- e. No person shall park a motor vehicle in such a place or manner as would block or obstruct any gate, entrance, exit or resident driveway.

### **VIII. Cancellations**

Cancellations must be made in writing and submitted to the Visalia Recreation Department at least ten (10) business days in advance of the scheduled use in order to be entitled to receive a refund (minus the processing fee). If it rains on the date of reservation, a full refund shall be credited to the user's account. No refunds or credits will be given to facilities released after that time. Failure to release unused facilities shall be considered a violation of this Priority Use Policy. If a user fails to release unused facilities, the permit may be revoked for the season and user will be assigned the last (or lowest) priority for the immediate and following season.

### **IX. Failure to Comply with Facility Use Policies and Procedures**

In most cases, the City utilizes a three-strike policy for violations as follows:

- First Offense: Written warning to the user group/individual and restitution for damages/costs if applicable.
- Second Offense: Written notice of three day suspension and restitution for damages/costs if applicable.
- Third Offense: Written notice of termination of any existing permits, loss of future rental/allocation privileges and restitution for damages/costs if applicable.

The City reserves the right to cancel any permit for non-compliance with City Policy, Rules or Ordinances regardless of the three-strike policy listed above.

# City of Visalia Parks and Recreation



## Athletic Facility Rental Inspection Form

Facility: \_\_\_\_\_

Organization: \_\_\_\_\_ Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

	Questions	Yes	No	N/A	Comments
<b>Concession Area</b>					
1.	Inside concession room was clean with no stains				
2.	Storage closets were clean and empty with no perishables				
3.	Electrical outlets are functional				
4.	Cabinets, doors, roll up doors are operable (not broken)				
5.	Restrooms (toilets, hand dryer, sink) were functional				
6.	Restrooms were clean				
7.	Outside concession building was clean with no marks of tape or any other substance on the wall				
8.	Overall, no excessive cleaning was required by city staff after the season.				
<b>Outside Area</b>					
10.	No garbage left in open grass area				
11.	No damage to premises, equipment, or tables				
12.	No stains or graffiti on the concrete or complex				
13.	Sponsorship banners taken down				
14.	Shade structures are intact and not ripped				
16.	Backstops are intact and not broken				
17.	Goals are intact and not broken				
18.	Equipment storage area is clean				

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Organization Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Office Use Only:

Inspection Date \_\_\_\_\_

Processed By: \_\_\_\_\_ Date: \_\_\_\_\_