

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Jetta Point Multipurpose Fields – Operational Options

DEPARTMENT: Library & Leisure Services **DIVISION:** Parks & Recreation

AUTHORIZED BY: *J. Suzy Goldman* **CONTACT:** J. Suzy Goldman EXT. 1600
J. Suzy Goldman, Director

Agenda Date 7/25/06 Regular Consent Work Session Briefing X
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

Staff presentation of options for operating multipurpose fields to be located at the Jetta Point property.

BACKGROUND:

On February 14, 2006 the Board of County Commissioners (BCC) approved a conceptual site plan for the development of the Jetta Point property to include both multipurpose and softball fields. (Exhibit 1 – Conceptual Site Plan) At that time it was determined that Seminole Softball Club, Inc., which currently offers softball programming at Soldiers Creek Park based on a priority use agreement (Exhibit 2), would relocate to Jetta Point. Direction was also given to explore a partnership with Central Florida United Soccer Club, Inc. to operate the four (4) multipurpose fields. The current project budget is \$4.3 million.

On June 27, 2006 staff presented the conceptual framework for a potential agreement with Central Florida United Soccer Club, Inc. (CFU). The Board directed staff to return at the July 25, 2006 meeting with options and related costs for operating the park and Central Florida United Soccer Club’s projected schedule of usage for the multipurpose fields.

The Board also discussed further contact with the cities of Oviedo and Winter Springs regarding a potential partnership for development and/or operation of the park by one or both of the cities. Staff met with the managers of both cities during the week of July 10th.

The City of Oviedo is in the process of updating the open space and recreation element of its comprehensive plan. As part of this effort a telephone survey will be conducted to determine the perception of city residents regarding current and future recreational facilities and services. The City wants to complete the update to determine the basis for a potential partnership at Jetta Point. The City’s update is projected for completion in October 2006.

The City of Winter Springs is willing to discuss a partnership on recreational elements to be located at Jetta Point that satisfy local demand for services.

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: SS
CM: Joe
File No. BLLP01

Operational Options

There are several options available to operate the active elements. The variations relate to which party performs the three main functions, which are maintaining fields, scheduling fields and conducting programs.

Agreements are usually with organizations related to one specific sport. In a sports complex with different types of activities there may be formal agreements with more than one organization. The County has experience with two types of long term agreements at Soldiers Creek Park, which are lease and priority use. (See Exhibit 3 – Lease and Exhibit 2 – Priority Use Agreement)

The following analysis of projected operating costs assumes that the priority use agreement with Seminole Softball Club will continue. The County maintains the softball fields, with Seminole Softball responsible for conducting the programs. Seminole Softball Club has priority use of the fields to ensure the continuity of their program and works with the County to allow use of the fields by other groups.

Softball

Based upon the current priority use agreement with Seminole Softball Club and costs for maintaining fields at the Seminole County Softball Complex, the following costs are anticipated related to the maintenance of softball fields at the site. The Club pays user fees for use of the fields scheduled with the County.

Personal Service	\$131,043
Field maintenance operating expenses	\$19,683
Total operational cost	\$150,726

Multipurpose Fields – Operational Options

There are three (3) models for the operation of athletic fields.

- Option A – County
- Option B – Priority Use
- Option C – Lease

The costs associated with the options are based upon the current cost structure related to four (4) multipurpose fields at Sylvan Lake Park. Revenue is estimated at \$10,000 to \$15,000 per field per year based upon the current fee structure (see Exhibit 4 for cost detail). Based upon Board discussion at the June 27, 2006 meeting, Option C – Lease is not considered a viable operational model for the multipurpose fields to be located at Jetta Point.

- Option A - County

Under Option A the County maintains and schedules the multipurpose fields and outside organizations use the fields on a first-come, first-served basis. Both maintenance and recreation staff would be located on-site.

Personal Service	\$335,087
Operating Expenses	\$52,661
Total operational cost	\$387,748

- Option B - Priority Use

As in Option A the County maintains and schedules the multipurpose fields. Through a Priority Use agreement an outside organization conducts programs with fields scheduled by the County on a priority use basis. This ensures continuity of programming for the organization, as well as provides an on-site presence for control of fields. No County recreation staff is located on site. The organization pays user fees for use of the fields with revenue projected at \$10,000 to \$15,000 per field, per year based upon the current fee structure. (This is based upon the current agreement with the Seminole Softball Club as a model).

Personal Service	\$143,075
Operating Expenses	\$37,666
Total operational cost	\$180,741

Current Demand

In order to assess current demand for multipurpose fields in the vicinity of the Jetta Point property, staff analyzed the requests for use of the lighted practice field at Red Bug Lake Park. Over 50% of the requests for the field are generated by teams associated with Central Florida United Soccer. Only 47% of total user requests are filled (Exhibit 5). It is estimated that over 25 CFU coaches are attempting to schedule this field in competition with each other.

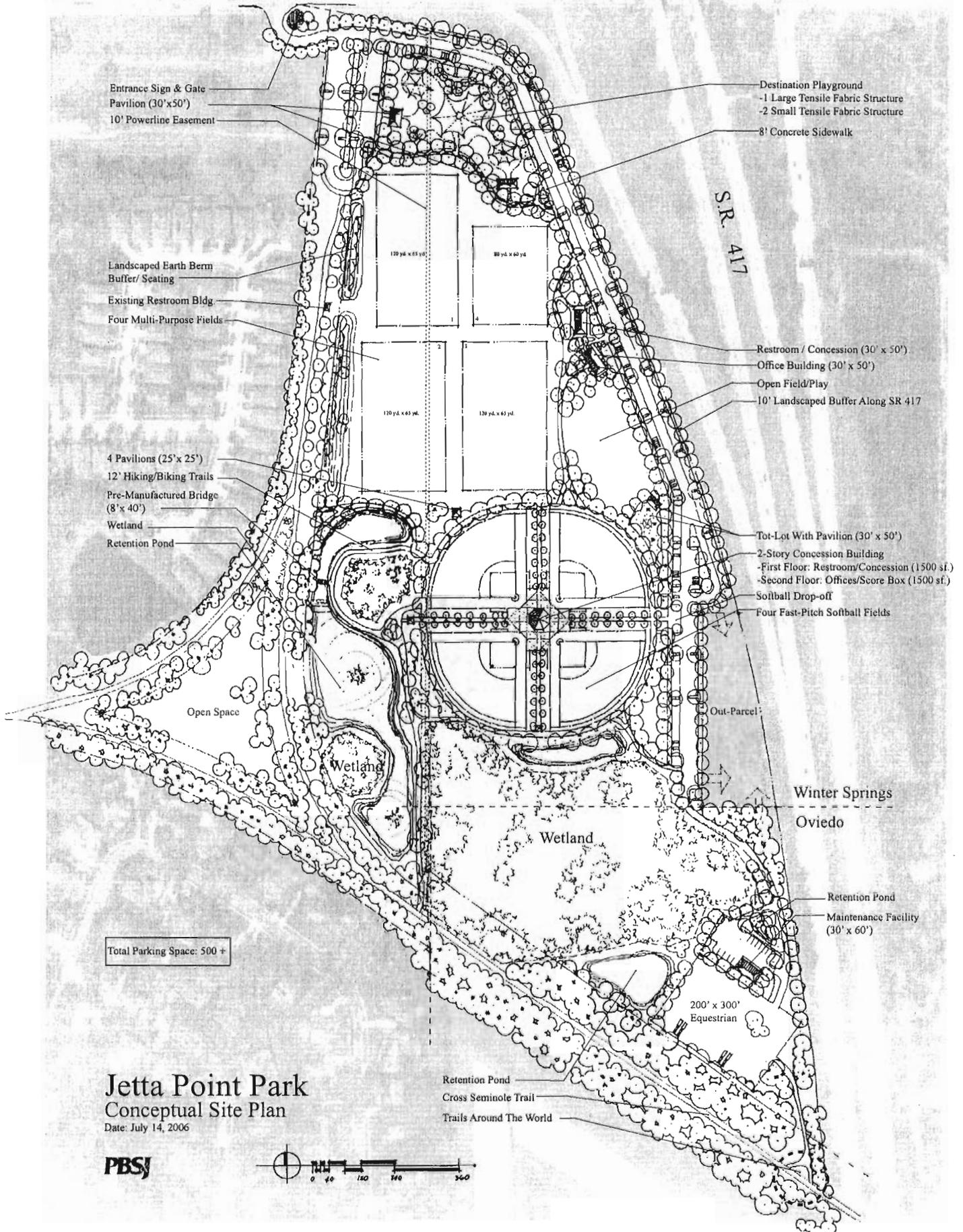
Projected Use of Fields by Central Florida United Soccer Club

Central Florida United Soccer Club projects that teams associated with the Club will utilize the multipurpose fields at Jetta Point from February through July and August through November. The number of fields needed will vary from one to four used simultaneously during certain days of the week and hours of the day. During June and July the simultaneous use of one to two fields was specified in the schedule provided by CFU. (Exhibit 6)

Conclusion

Based on current demand at Red Bug Lake Park, Central Florida United Soccer will be the major user of the multipurpose fields at Jetta Point. Option B – Priority Use appears to be cost effective, while allowing CFU to work with the County in a more organized fashion to allocate field usage. In that demand from other users is anticipated, staff recommends that priority use be limited to three (3) designated fields. (Exhibit 7)

S.R. 419 & S.R. 434



Total Parking Space: 500 +

Jetta Point Park Conceptual Site Plan

Date: July 14, 2006



Retention Pond
 Cross Seminole Trail
 Trails Around The World

**SPECIAL PRIORITY USE RIGHT AGREEMENT
SEMINOLE SOFTBALL CLUB, INC.**

- Priority use of fields
- County maintains fields and premises
- Club pays user fees for games
- Maintenance of concession stand and meeting room for \$1,00 annual rent

SPECIAL PRIORITY USE RIGHT

THIS SPECIAL PRIORITY USE RIGHT is made and entered into this 13th day of March, 2006, 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 "COUNTY," and SEMINOLE SOFTBALL CLUB, INC., a non-profit organization of the State of Florida, whose address is Post Office Box 196475, Winter Springs, Florida 32719-6475, hereinafter referred to as "SOFTBALL CLUB".

NOW, THEREFORE, in further consideration of the mutual covenants and promises stated herein between COUNTY and SOFTBALL CLUB and in the Lease Agreement between the parties, the parties hereby agree as follows:

SECTION 1. SPECIAL PRIORITY USE RIGHT. COUNTY does hereby grant a special priority use right to SOFTBALL CLUB for the COUNTY-owned premises described below. Said right shall allow SOFTBALL CLUB to reserve the use of said premises prior to said use being offered to any other party. Provided, however, that SOFTBALL CLUB shall exercise said reservation during the reservation period to be established by COUNTY. SOFTBALL CLUB shall have the right to reserve said premises for any date during each year pursuant to this document, provided the right is exercised during said reservation period. In the event SOFTBALL CLUB fails to exercise said right during said period COUNTY shall have the right to reserve said premises for the use of parties other than SOFTBALL CLUB.

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

BY S. McLean
DEPUTY CLERK

SECTION 2. PREMISES. The premises to which said use right applies are the softball fields located at COUNTY's Soldier's Creek Park.

SECTION 3. SOFTBALL FIELD FEES. SOFTBALL CLUB does hereby agree to pay all applicable user fees for the use of the referenced softball fields and facilities as reserved pursuant to this document or otherwise.

SECTION 4. THIRD PARTY USE OF PREMISES. Nothing herein shall prevent the reservation of said premises for use by parties other than SOFTBALL CLUB.

SECTION 5. PREMISES CLEAN-UP. SOFTBALL CLUB shall be responsible for cleaning up and leaving premises as they were found. Said responsibility shall not include the clean-up of the restroom facilities which shall be the responsibility of the COUNTY.

SECTION 6. PREMISES DAMAGE. SOFTBALL CLUB does hereby agree to be responsible for all damage that may occur to said premises as a result of its use thereof.

SECTION 7. TERM. The right granted herein shall take effect upon its execution by COUNTY and shall remain in effect for one (1) year.

IN WITNESS WHEREOF, the parties hereto have made and executed this document for the purposes herein expressed.

ATTEST:

Trish Tabor

TRISH TABOR, Secretary
(CORPORATE SEAL)

SEMINOLE SOFTBALL CLUB, INC.

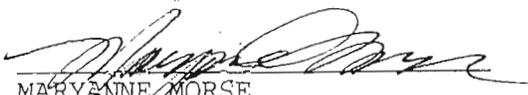
Tom Towe
By: _____

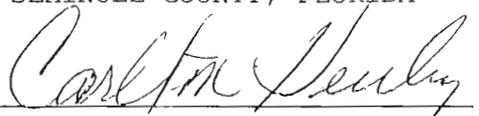
TOM-TOWE, President

7/25/02
Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


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

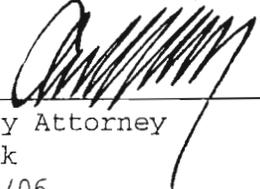
By: 
CARLTON HENLEY, Chairman

Date: 3-13-06

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their Feb. 14, 2006
regular meeting.

Approved as to form and
legal sufficiency.


County Attorney
AC/lpk
01/19/06
Seminole softball-use agt

FIRST RENEWAL TO LEASE FOR PUBLIC PURPOSE

THIS FIRST RENEWAL is made and entered into this 13th day of November, 2006 and is to that certain Agreement made and entered into on the 28th day of March, 2003, between SEMINOLE SOFTBALL CLUB, INC., whose mailing address is P.O. Box 196475, Winter Springs, Florida 32719-6475, hereinafter referred to as "TENANT," and 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".

W I T N E S S E T H:

WHEREAS, the TENANT and LANDLORD entered into the above-referenced Agreement on March 28, 2003 for TENANT to lease a portion of a building located adjacent to the softball fields at Soldier's Creek Park in Seminole County; and

WHEREAS, the parties desire to renew the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

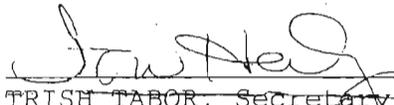
1. **RENEWAL.** The Agreement is hereby renewed for the term of one (1) year from March 1, 2006 through February 28, 2007, unless terminated sooner as provided for therein.

2. Except as herein modified, all terms and conditions of the Agreement, as amended, shall remain in full force and effect for the term of this Renewal, as originally set forth in said Agreement.

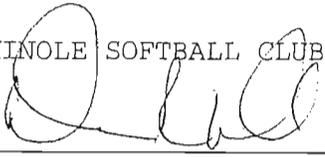
IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY S. Williams
DEPUTY CLERK

ATTEST:


TRISH TABOR, Secretary
TONI HARDY
(CORPORATE SEAL)

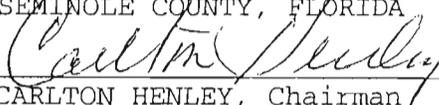
SEMINOLE SOFTBALL CLUB, INC.

By: 
TOM TOWE, President
Dennis W. Hardy
Date: 3/7/06

ATTEST:


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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 
CARLTON HENLEY, Chairman

Date: 3-13-06

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their Feb. 14, 2006
regular meeting.


County Attorney

AC/lpk
1/19/06
Seminole softball club lease renewal

LEASE FOR PUBLIC PURPOSE

THIS LEASE is made and entered into this 28 day of March, 2003, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as LANDLORD, and SEMINOLE SOFTBALL CLUB, INC., a non-profit organization of the State of Florida, whose mailing address is Post Office Box 196475, Winter Springs, Florida 32719-6475, hereinafter referred to as TENANT.

W I T N E S S E T H

WHEREAS, the LANDLORD is the owner of a certain building located adjacent to the softball fields at Soldier's Creek Park in Seminole County; and

WHEREAS, the Board of County Commissioners has the authority to lease property to a not-for-profit corporation organized for purposes of promoting community interest and welfare in accordance with Section 125.35, Florida Statutes; and

WHEREAS, the Board of County Commissioners has determined the granting of such rights and privileges constitutes a County purpose,

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the LANDLORD and TENANT agree as follows:

1. LEASED PREMISES. For the consideration provided below, the LANDLORD does hereby lease and demise the following described property situated in the County of Seminole, State of Florida, to-wit:

A portion of that building containing the concession stand and meeting room and located adjacent to the softball fields at Soldier's Creek Park.

It is expressly understood that this Lease is only for that portion of the building commonly referred to as the concession stand and meeting room and this Lease does not grant any specific or exclusive rights to TENANT to utilize any other portion of the building or Soldier's Creek Park.

2. TERM. The term of this Lease is from March 1, 2003 through February 28, 2006, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein. At the option of the COUNTY this Lease may be renewed for two (2) additional terms not to exceed one (1) year each.

3. CONSIDERATION FOR LEASE. As consideration for the lease of the above premises to the TENANT for the terms provided herein, the TENANT agrees to pay to the LANDLORD the sum of ONE AND NO/100 DOLLAR (\$1.00) per year and to provide all maintenance for the leased premises as directed by the LANDLORD. It is acknowledged and agreed upon by both parties hereto that said consideration is provided in good faith and is sufficient to make this Lease binding on both parties.

4. ENTRY OF LANDLORD. TENANT shall permit LANDLORD and its agents to enter into and upon the lease premises at all times for the purposes of inspecting or exhibiting the same or for the purpose of making repairs or alterations to the building.

5. PURPOSE. The purpose of this Lease is to permit TENANT to utilize the concession stand area for the provision of concession

services during TENANT organized and sanctioned events at Soldier's Creek Park as well as the meeting room for TENANT meetings.

6. USE OF LEASED PREMISES. TENANT shall have the exclusive use of the demised premises for such lawful use as it may desire to make thereof in connection with, incidental to and consistent with the purpose section of this Lease. TENANT covenants that it will not use or permit the premises to be used for any purpose prohibited by any regulation, ordinance, law or statute; it 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 said building or increase the hazard of risk; and it shall not permit any nuisance on the demised premises.

7. QUIET POSSESSION. The LANDLORD shall warrant and defend the TENANT in the enjoyment and peaceful possession of the concession area and meeting room of the premises during the term of this Lease.

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

9. HOLD HARMLESS. The TENANT agrees to hold harmless and indemnify LANDLORD, its commissioners, officers, employees, and agents from and against any and all claims, liability, loss or damage LANDLORD may sustain as a result of claims, demands, costs or judgments arising from, allegedly arising from or related to injury or damages of whatsoever nature to persons or property from the TENANT's use of the premises.

10. INSURANCE.

(a) GENERAL. The TENANT shall at the TENANT's own cost, procure the insurance required under this Section.

1. The TENANT shall furnish the LANDLORD with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability and Commercial General Liability). The LANDLORD, its officials, officers, and employees shall be additional named insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the LANDLORD 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 the TENANT, the TENANT shall provide the LANDLORD 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 the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the TENANT shall, at the option of the LANDLORD submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

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

4. Neither approval by the LANDLORD nor failure to disapprove the insurance furnished by a TENANT shall relieve the TENANT of the TENANT's full responsibility for performance of any obligation including TENANT indemnification of LANDLORD under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing insurance hereunder must meet the following requirements:

1. Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by *Section 440.57, Florida Statutes*.

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 in which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with *Section 440.57, Florida Statutes*, or 3) fail to maintain the Best's Rating and Financial Size Category, the TENANT

shall, as soon as the TENANT has knowledge of any such circumstance, immediately notify the LANDLORD and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the TENANT has replaced the unacceptable insurer with an insurer acceptable to the LANDLORD, the TENANT shall be deemed to be in default of this Agreement.

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

1. Workers' Compensation/Employer's Liability.

(A) The TENANT insurance shall cover the TENANT and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 100,000.00	(Each Accident)
\$ 500,000.00	(Disease-Policy Limit)
\$ 100,000.00	(Disease-Each Employee)

2. Commercial General Liability.

(A) The TENANT's insurance shall cover the 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 the TENANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with amount of coverage specified for each project:

LIMITS

General Aggregate

\$Three (3) Times the
Each Occurrence Limit

Personal & Advertising \$1,000,000.00
Injury Limit

Each Occurrence Limit \$1,000,000.00

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

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

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

11. CANCELLATION AND TERMINATION. This Lease may be cancelled or terminated by either party at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to the other party or, at the option of the LANDLORD, immediately in the event any of the terms, covenants or agreements of this Lease have been violated.

12. SURRENDER OF POSSESSION. The TENANT agrees to deliver up and surrender to the LANDLORD possession of the leased premises at the expiration or termination of this Lease, in as good condition as when the 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.

13. REMOVAL OF PROPERTY. TENANT shall, without demand therefor and at its own cost and expense prior to expiration or sooner termination of the term hereof or of any extended term hereof, remove all property belonging to TENANT and all alterations, additions, or improvements, and fixtures which, by the terms hereof, it is permitted to remove; repair all damage to the leased premises caused by such removal; and restore the leased premises to the condition they were in prior to the installation of the property so removed. Any property not so removed shall be deemed to have been abandoned by TENANT and may be retained or disposed of by LANDLORD.

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

15. MAINTENANCE OF PREMISES. TENANT agrees to keep the leased premises clean and the pavements and appurtenances free of debris and trash and expressly agrees to assume sole liability for accidents alleged to have been caused by their defective condition. TENANT agrees to use reasonable care to avoid improper use of the concession stand sewer system or the introduction of inappropriate objects or materials into said system. TENANT shall provide adequate extermination services to leased premises during the term of this Lease and provide evidence of same to LANDLORD upon demand.

16. MAINTAINING SECURITY AND SAFETY OF PREMISES. The concession and storage areas, meeting room, their contents, and other improvements or portions of the leased premises must be made secure by devices such as locks, electronic devices, safety devices or lighting by the TENANT subject to approval by the LANDLORD. So long as the approved security is maintained by TENANT, the risk of loss to contents shall fall upon the TENANT and the risk of loss to the building shall fall upon the LANDLORD.

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

18. 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.

19. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by United States mail, to:

FOR LANDLORD:

Director of Library and Leisure Services Department
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

FOR TENANT:

Seminole Softball Club, Inc.
Post Office Box 196475
Winter Springs, Florida 32719-6475

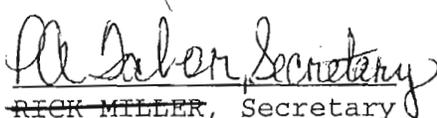
Either of the parties may change by written notice as provided above, the addresses or persons for receipt of notices.

20. DEFAULT. Either party to this Lease, in the event of an act of default by the other, 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.

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

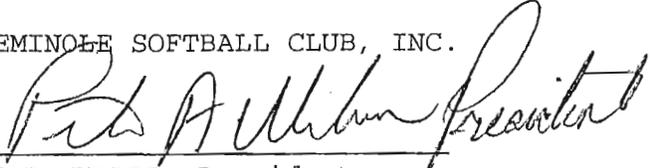
IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purposes herein expressed on the day and year set forth hereinabove.

ATTEST:


~~RICK MILLER~~, Secretary
PATRICIA A. TABER

SEMINOLE SOFTBALL CLUB, INC.

By:

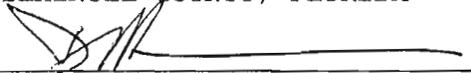

~~TODD MILLER~~, President
PETE WILSON

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


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

By: 
DARYL G. MCLAIN, Chairman

Date: 3-28-03

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their 25 March, 2003
regular meeting.


County Attorney

SED/lpk
1/29/03 2/5/03
Seminole softball

**NON-EXCLUSIVE LEASE
SEMINOLE BASEBALL INCORPORATED**

- Use of fields
- Club maintains fields and premises
- No fees charged
- \$1.00 annual rent
- Annual report requirement

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

THIS NON-EXCLUSIVE LEASE is made and entered into this 9 day of January, 2006, 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 Post Office Box 180662, Casselberry, Florida 32707-0662, hereinafter referred to as "TENANT".

W I T N E S S E T H:

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

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

WHEREAS, the parties desire to enter 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, the LANDLORD and TENANT agree as follows:

Section 1. Leased Premises. The LANDLORD grants to TENANT and the TENANT accepts the non-exclusive use for youth baseball activities and occupancy of the following described land:

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Carlynn Cobb
DEPUTY CLERK

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. The 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 Library and Leisure Services or her designee. This lease shall become effective on December 31, 2005 and shall run through June 30, 2006.

Section 3. Rental. The 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 4. Improvements and Alterations. The 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 the 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 5. 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 Library and Leisure Services Director or 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; it 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 the LANDLORD's public park. The 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 6. Utilities. TENANT shall provide and pay directly all telephone charges. The 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 the TENANT for seventy percent (70%) of these charges on a monthly basis with said amounts to be paid to the LANDLORD by the TENANT within ten (10) days of receipt of the invoice.

Section 7. Assignment and Subletting. The TENANT shall not assign or sublet the leased premises, or any part thereof, without first obtaining the written consent of the LANDLORD.

Section 8. Installation and Removal of Equipment. The 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 the LANDLORD shall remain the property of the LANDLORD and shall not be removed by the TENANT. All equipment and property placed by the TENANT at its own expense in, on or about the leased premises, including fixtures temporarily affixed to the realty, but which may be removed without damage, shall remain the property of the TENANT and the 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 9. Hold Harmless. TENANT agrees to hold harmless, indemnify, and defend the LANDLORD, 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 10. Insurance of Leased Premises.

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

(1) Before taking possession of the leased premises, the TENANT shall furnish the LANDLORD 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). The LANDLORD, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the LANDLORD

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 the TENANT, the TENANT shall provide the LANDLORD 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, the TENANT shall, at the option of the LANDLORD 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 the LANDLORD, the TENANT shall, within thirty (30) days after receipt of the request, provide the LANDLORD with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the LANDLORD or failure to disapprove the insurance furnished by TENANT shall relieve the TENANT of the TENANT's full responsibility for performance of any obligation including TENANT's 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: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the TENANT shall, as soon as the TENANT has knowledge of any such circumstance, immediately notify the LANDLORD 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 the TENANT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the TENANT shall be deemed to be in default of this Lease.

(c) Specifications. Without limiting any of the other obligations or liability of the TENANT, the TENANT shall, at the TENANT's 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 work by the 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) The TENANT's insurance shall cover the 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 the 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. The TENANT shall provide property insurance covering real property as follows:

If this Contract includes construction of or additions to above ground buildings or structures, Builder's Risk coverage must be provided 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 the LANDLORD or the LANDLORD's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the 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 the TENANT, its employees or agents of liability from any obligation under a Section or any other portions of this Lease.

Section 11. 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 the LANDLORD, immediately in the

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

Section 12. Surrender of Possession. The TENANT agrees to deliver up and surrender to the LANDLORD possession of the leased premises at the expiration or termination of this Lease, in as good condition as when the 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 13. Acceptance of Premises by Tenant. The taking of possession of the said leased premises by the TENANT shall be conclusive evidence as against the TENANT that the premises were in good and satisfactory condition when possession was taken, latent hidden defects excepted.

Section 14. Waiver. No waiver of any breach of any one or more of the conditions or covenants of this Lease by the LANDLORD or by the TENANT shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

Section 15. 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 16. Holding Over. If, after the expiration of this Lease, the 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 17. 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, Library and Leisure Services
150 N. Palmetto Ave.
Sanford, FL 32771

For TENANT:

Director
Seminole Baseball Incorporated
P. O. Box 1806621
Casselberry, FL 32707-0662

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

Section 18. Quiet Possession. The LANDLORD shall warrant and defend the TENANT in the enjoyment and peaceful possession of the premises during the term of this Lease.

Section 19. Maintaining Premises. It is understood by TENANT that rodent and pest control is the sole responsibility of TENANT. In addition, TENANT shall maintain the leased premises in a clean, neat 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. The TENANT agrees to repair all safety and maintenance deficiencies in a timely manner.

Section 20. Default. Either party to this Lease, in the event of an act of default by the other, 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 21. 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 22. Applicable Law. This Lease shall be construed under and in accordance with the laws of the State of Florida.

Section 23. 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 24. Books, Records and Reporting Requirements.

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

(b) TENANT shall upon execution of this Lease and prior to June 30, 2006 provide LANDLORD with the following statistical reports (in a form acceptable to the LANDLORD's Director of Library and 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) Safety and maintenance reports as required by LANDLORD.

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

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

Section 25. Liens. The LANDLORD'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 26. Condemnation Proceedings. TENANT waives all rights of compensation or other damages relating to eminent domain proceedings related to the premises.

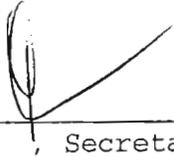
Section 27. Taxes. TENANT agrees to pay before they become delinquent all taxes of every kind, including special assessments, assessed against the premises, its rents or uses. TENANT agrees that if its activities render the premises subject to any tax or assessment, TENANT shall be responsible for payment of those taxes and assessments.

Section 28. 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.

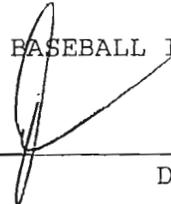
ATTEST:



Secretary

(CORPORATE SEAL)

SEMINOLE BASEBALL INCORPORATED

By: 

Director

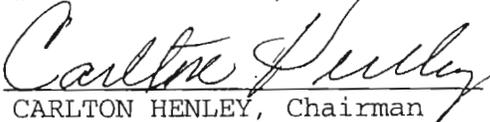
Date: 11/5/06

ATTEST:



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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

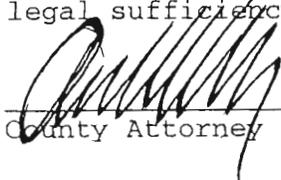
By: 

CARLTON HENLEY, Chairman

Date: 1-9-06

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.



County Attorney

AC/lpk
12/1/05 12/27/05
Seminole Baseball Lease

As authorized for execution
by the Board of County Commissioners
at their Dec. 20, 2005
regular meeting.

LLA

CERTIFICATE OF INSURANCE

1204090 ISSUE DATE (MM/DD/YY)
12/30/05

PRODUCER PHONE (A/C): 1-800-426-2889
 K & K Insurance Group, Inc.
 1712 Magnavox Way
 P.O. Box 233B
 Fort Wayne, In 46801

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED
 SPORTS, LEISURE & ENTERTAINMENT RPG
 D/B/A SEMINOLE BASEBALL, INC.
 627 ESTATES PLACE
 LONGWOOD, FL 32779

COMPANY LETTER **A** NATIONWIDE MUTUAL INSURANCE CO
 COMPANY LETTER **B**
 COMPANY LETTER **C**

COVERAGES

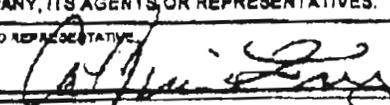
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (in thousands)
A	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input type="checkbox"/> Owner's & contractors Prof. <input type="checkbox"/> _____	RPG0001292400	12:01AM 12/29/05	12:01AM 12/29/06	General Aggregate \$ 2000 Products-Comp/Ops Aggregate \$ 1000 Personal & Advertising Injury \$ 1000 Each Occurrence \$ 1000 Fire Damage (Any one fire) \$ 300 Medical Expense (Any one person) \$ 5 Participant Legal Liability \$ 1000
A	Automobile Liability <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input type="checkbox"/> Scheduled autos <input checked="" type="checkbox"/> Hired autos <input checked="" type="checkbox"/> Non-owned autos <input type="checkbox"/> Garage Liability <input type="checkbox"/> _____	RPG0001292400	12:01AM 12/29/05	12:01AM 12/29/06	Combined Single Limit \$ 1000 Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage \$ Excess Liability <input type="checkbox"/> Other than Umbrella form
	Workers' Compensation and Employers' Liability				Statutory \$ Each Accident \$ Disease-Policy Limit \$ Disease-Each Employee
A	Participant Accident	RPG0001292400	12:01AM 12/29/05	12:01AM 12/29/06	A&D \$ NONE Primary Medical \$ NONE Excess Medical \$ 25 Weekly Indemnity \$ X NONE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
 SPORT: BASEBALL
 CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED

CERTIFICATE HOLDER
 SEMINOLE COUNTY

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 20 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE


**COST DETAIL
MULTIPURPOSE FIELDS**

Option A:

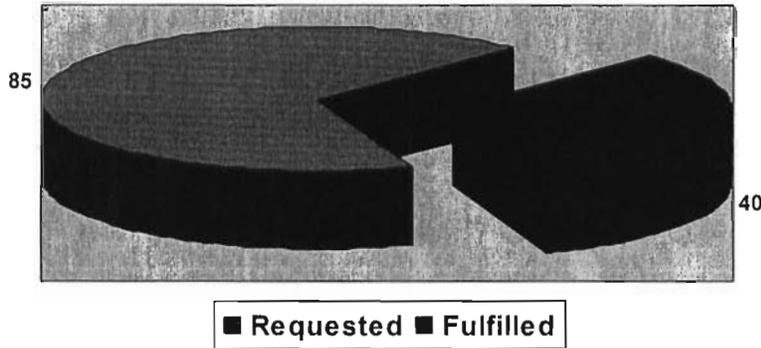
	<u>Maintenance</u>	<u>Recreation</u>	
<u>Personal Service</u>			
Team Leader	0	52,856	
Lead Maintenance Worker	38,708	0	
3 Maintenance Workers	104,367	0	
4 Recreation Attendants	0	139,156	
 Total Personal Service	 143,075	 192,012	 335,087
<u>Operating Expenses</u>			
Contracted Services	10,000	3,395	
Staff operating expenses	1,600	1,600	
Park maintenance	14,878	0	
Recreation supplies	0	10,000	
Field maintenance	11,188	0	
 Total Operating Expenses	 37,666	 14,995	 52,661
 TOTAL	 180,741	 207,007	 387,748

Option B:

	<u>Maintenance</u>	<u>Recreation</u>
<u>Personal Service</u>		
Lead Maintenance Worker	38,708	0
3 Maintenance Workers	104,367	0
 Total Personal Service	 143,075	 0
<u>Operating Expenses</u>		
Contracted Services	10,000	0
Staff operating expenses	1,600	0
Park maintenance	14,878	0
Recreation supplies		
Field maintenance	11,188	0
 Total Operating Expenses	 37,666	 0
 TOTAL	 180,741	 0

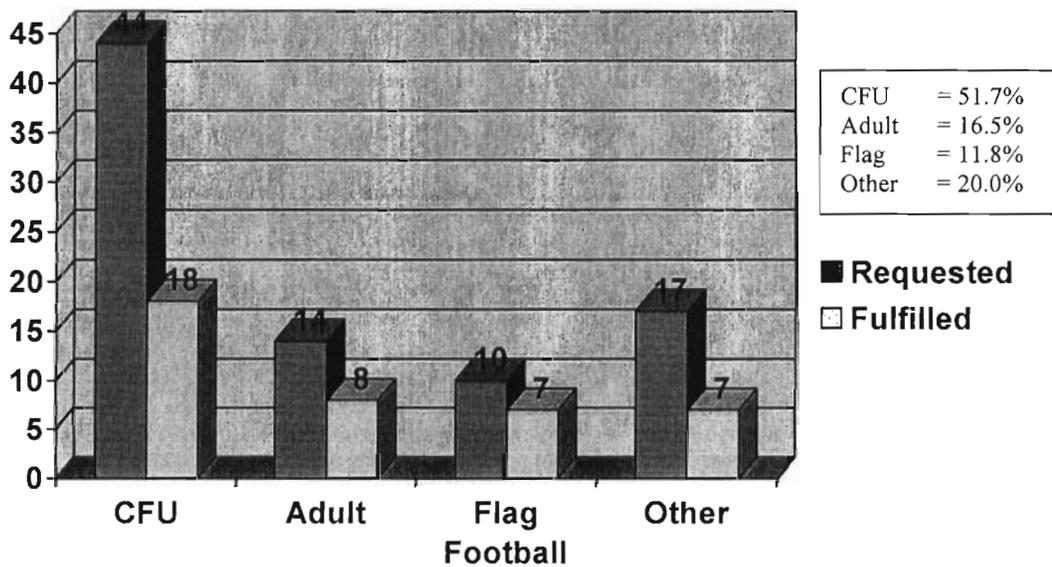
Red Bug Park East Practice Soccer Field Usage January –May 2006

The data shows that with the current facility in place 53% of requests are not being fulfilled. This is due primarily to two major factors, the first being multiple requests for prime time usage and, more recently, the increase in the number of organizations who wish to use the facilities.



Total Requests	=80
Requests Fulfilled	=45
Percentage	=53%

Central Florida United contributes to nearly 52% of all the requests seen by the East practice soccer field to date. Other organizations have sought out increased time on our facilities which includes various youth groups, unassociated adult leagues, and a diverse number of athletic organizations. Below is a number of request for the practice soccer fields since January 2006. The request is for no more than two hours per night two days per week:



85 request for practice fields
40 requests filled

Goldman, Suzy

From: Bill Christie [REDACTED]
Sent: Thursday, July 06, 2006 2:26 PM
To: Goldman, Suzy
Subject: CFU Field Usage
Attachments: CFU field Usage.xls; CFU Fall Schedule Field.doc

Suzy:

Attached will be our usage days for fields. Practices start @ 5:00pm until 9:00pm weekdays
Games will be on Friday nights; 5:30pm until 8:00pm. And Saturday games all day until 9:00pm.
Sundays should remain open, with a possibility of a few games. But they won't start until 1:00pm
if at all.

Kraze and Krush start practice in March and their games will be Saturday nights thru July.
If you have any additional questions please call.

Thanks
Bill Christie

Down Time: Nov. 20/2006thru February 11/2007

Spring 2007

2/12 thru 2/18	practice games	Mon., Tues., Wed., Thurs. Friday night and Saturday
2/19 thru 2/25	practice games	Mon., Tues., Wed., Thurs. Friday night and Saturday
2/26 thru 3/4	practice games	Mon., Tues., Wed., Thurs. Friday night and Saturday
3/5 thru 3/11	practice games	Mon., Tues., Wed., Thurs. Friday night and Saturday
3/12 thru 3/18	practice games	Mon., Tues., Wed., Thurs. Friday night and Saturday
3/19 thru 3/25	practice games	Mon., Tues., Wed., Thurs. Friday night and Saturday
3/26 thru 4/1	practice games	Mon., Tues., Wed., Thurs. Friday night and Saturday
4/2 thru 4/8	practice games	Mon., Tues., Wed., Thurs. Friday night and Saturday
4/9 thru 4/15	practice games	Mon., Tues., Wed., Thurs. Friday night and Saturday
4/16 thru 4/22	practice games	Mon., Tues., Wed., Thurs. Friday night and Saturday
4/23 thru 4/29	practice games	Mon., Tues., Wed., Thurs. Friday night and Saturday
4/30 thru 5/6	practice games	Mon., Tues., Wed., Thurs. Friday night and Saturday
5/7 thru 5/13	practice games	Mon., Tues., Wed., Thurs. Friday night and Saturday
5/14 thru 5/20	practice games	Mon., Tues., Wed., Thurs. Friday night and Saturday
5/21 thru 5/27	practice games	Mon., Tues., Wed., Thurs. Friday night and Saturday
5/28 thru 6/3	practice games	Mon., Tues., Wed., Thurs. Friday night and Saturday

6/4 thru 6/10	practice games	Mon., Tues., Wed., Thurs. Friday night and Saturday	
6/11 thru 6/17	practice games	Tues. and Thurs Saturday night	1 field Kraze & Krush 1 field Kraze & Krush
6/18 thru 6/24	practice games	Tues. and Thurs Saturday night	1 field Kraze & Krush 1 field Kraze & Krush
6/25 thru 7/1	practice games	Tues. and Thurs Saturday night	1 field Kraze & Krush 1 field Kraze & Krush
7/2 thru 7/8	practice games	Tues. and Thurs Saturday night	1 field Kraze & Krush 1 field Kraze & Krush
7/9 thru 7/15	practice games	Tues. and Thurs Saturday night	1 field Kraze & Krush 1 field Kraze & Krush
7/16 thru 7/22	practice games	Tues. and Thurs Saturday night	1 field Kraze & Krush 1 field Kraze & Krush
7/23 thru 7/29	practice games	Tues. and Thurs Saturday night	1 field Kraze & Krush 1 field Kraze & Krush

Down times: November 20th thru February 11th 2007

CFU Schedules Fall 2006

8/14 thru 8/20	practice games	Mon, Tues., Wed., Thurs. Saturday
8/21 thru 8/27	practice games	Mon., Tues., Wed., Thurs. Saturday
8/28 thru 9/3	practice games	Mon., Tues., Wed., Thurs. None- Labor Day Weekend
9/4 thru 9/10	practice games	Tues., Wed., Thurs. Friday and Saturday
9/11 thru 9/17	practice games	Mon., Tues., Wed., Thurs. Friday and Saturday, Sunday 11:00am one field
9/18 thru 9/24	practice games	Mon., Tues., Wed., Thurs. Friday and Saturday
9/25 thru 10/1	practice games	Mon., Tues., Wed., Thurs. Friday and Saturday, Sunday all day
10/2 thru 10/8	practice games	Mon., Tues., Wed., Thurs. Friday and Saturday
10/9 thru 10/15	practice games note:	Mon., Tues., Wed., Thurs. Friday and Saturday High School Girls Soccer starts 10/9
10/16 thru 10/22	practice games note:	Mon., Tues., Wed., Thurs. Friday and Saturday High School Boys Soccer starts 10/16
10/23 thru 10/30	practice games note:	Mon., Tues., Wed., Thurs. Friday and Saturday Reduced # of games, due to HS starting
10/31 thru 11/5	practice games: note:	Mon. Tues., wed., Thurs. Friday (rainout make up date) and Saturday Reduced # of games, due to HS starting

CFU Soccer Club

From: Bill Christie [mailto:billchristie@cfusoccer.com]
Sent: Thursday, July 13, 2006 2:58 PM
To: SGoldman
Subject: Re Bug Park And Jetta Park

Ms. Goldman

Central Florida United Soccer Club proposes to Seminole County Parks Department to handle the lottery system for both Red Bug lake Park and the future Jetta Park. As it stands today; CFU (Central Florida United SC) is the primary user of soccer fields @ Red Bug Lake Park. Because of that, we are in continuous competition with ourselves for the monthly usage. Our own coaches are struggling with each other for the valuable space each month. I would stand to reason, well at least our humble reasoning, that if CFU were to manage the scheduling for these fields, we can reduce the monthly issues that your staff has to confront monthly. CFU understands there are other organizations who will request playing time on these fields. And we are ready to accommodate these groups too. But it would be more cost effective for the county to let CFU handle the details. Presently we work closely with Florida Thunder Soccer Club on the scheduling of fields at Central Winds. We would continue our fair sharing for any club or organization who would want usage at Red Bug Lake Park. A partnership with the county can only benefit everyone involved. Relieving the county of the expense to handle the lottery and making the program more equable for all concerned. Practice fields will be shared Monday through Thursday for interested organizations and the scheduling of games Friday night, Saturday and Sunday. Thank you for your interest.
Bill Christie president CFU
[REDACTED]