



CITY OF HEALDSBURG PARKS AND RECREATION COMMISSION REGULAR MEETING AGENDA

Meeting Date: April 08, 2026
Time: 06:00 PM
City Hall Council Chamber
401 Grove Street
Healdsburg, CA 95448

To join by computer, tablet, or mobile device:

Go to <https://zoom.us/join> and type in the Webinar ID: 815 8894 3494 or follow this link:
healdsburg.gov/zoom (Pre-registration for the meeting is not required.)

1. CALL TO ORDER

1.a Roll Call

1.b Pledge of Allegiance

1.c Changes (Deletions) to Agenda

1.d Approval of Minutes

Approval of September 10, 2025 Parks and Recreation Commission Regular Meeting Minutes

1.e Election of Chair and Vice Chair

2. CITY COUNCIL LIAISON REPORT

3. ANNOUNCEMENTS/PRESENTATIONS

4. PUBLIC COMMENTS ON ITEMS ON NON AGENDA ITEMS

This time is set aside to receive comments from the public regarding matters of general interest not on the agenda but related to Commission business. Pursuant to the Brown Act, however, the Parks and Recreation Commission cannot consider any issues or act on any requests during this comment period.

5. OLD BUSINESS

6. NEW BUSINESS

April 08, 2026

6.a Prune Packers Baseball Club Facility Use Agreement

Review a proposed Facility Use Agreement between the City of Healdsburg and the Healdsburg Prune Packers Baseball Club, discuss the terms of the agreement, and make a recommendation to City Council.

6.b Community Services Activity and Project Update

Receive an update on first quarter activities.

7. INFORMATION AND REPORT OF COMMUNITY SERVICES ACTIVITIES

8. COMMISSION REPORTS ON MATTERS OF INTEREST

9. ADJOURNMENT

AMERICANS WITH DISABILITIES ACT ACCOMMODATIONS

Any member of the public who needs accommodations should email Community Services at communityservices@healdsburg.org or call 707-431-3301. Staff will use their best efforts to provide reasonable accommodations to provide as much accessibility as possible while also maintaining public safety in accordance with the city procedure for resolving reasonable accommodation requests. All reasonable accommodations offered will be listed on the city website at <https://www.ci.healdsburg.ca.us/406/ada---public-accessibility>.

SB 343 - DOCUMENTS RELATED TO OPEN SESSION AGENDAS: *Any writings or documents provided to a majority of the Parks and Recreation Commission regarding any item on this agenda after the posting of this agenda and not otherwise exempt from disclosure, will be made available for public review at the Community Services Department Office located at the Abel De Luna Community Center, 1557 Healdsburg Avenue, Healdsburg, California during normal business hours. If supplemental materials are made available to the members of the Parks and Recreation Commission at the meeting, a copy will be available for public review at the meeting location.*

These writings will be made available in appropriate alternative formats upon request by a person with a disability, as required by the Americans with Disabilities Act.

**CITY OF HEALDSBURG
PARKS AND RECREATION COMMISSION
REGULAR MEETING MINUTES
September 10, 2025
City Hall Council Chamber
401 Grove Street, Healdsburg, CA 95448**

CALL TO ORDER

Chair Thwaites called to order the meeting of the Parks and Recreation Commission of the City of Healdsburg at 6:04 PM with the following Commissioners present/absent:

Present Commissioners: Andrews, Cronin, Thwaites, Halvorsen, Wang arrived at 6:06 PM
Chair Thwaites left the meeting at 7:25 PM.

Absent Commissioners: Melick and Doble

Staff Present: Community Services Director Mark Themig, Recreation Manager Garrett Perdigao, Parks and Open Space Superintendent Jaime Licea, Project Manager Tom Campbell, Recreation Supervisor Rich Schwarz, Active Adult and Senior Services Supervisor Anna Grant, Recreation Assistant Eric Guzman, and Office Assistant Lisa Licea

CHANGES (DELETIONS) TO AGENDA

None

APPROVAL OF MINUTES

On a motion by Commissioner Andrews, seconded by Commissioner Halvorsen, the Commission voted to approve the March 12th Parks and Recreation Commission meeting minutes as presented. (Ayes - 4, Noes - 0 , Absent – 2)

CITY COUNCIL LIAISON REPORT

Mayor Evelyn Mitchell provided an update to the Commission on topics pertinent to City Council:

- Proclamation for National Service Dog Month
- State Housing Requirements
- Parklet Program Refinement
- Open position on the Arts and Culture Commission
- Open position on the Planning Commission
- Community Services Staff and Laura Fish Somersal family meeting to collaborate on meaningful ways to honor Laura Fish Somersal
- Sept 21, Climate Action Healdsburg Event – “Sun Day”
- Creek Week Kick-off
- City Tree will be the Valley Oak

ANNOUNCEMENTS/PRESENTATIONS

None

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PUBLIC COMMENTS ON NON-AGENDA ITEMS

None

OLD BUSINESS

None

NEW BUSINESS - Recreation Software Provider Selection

Recreation Manager Perdigao described the Community Services Department's current recreation software provider (Active Net) and explained its functionality. He noted that the Department has used Active Net since 2006.

Perdigao went on to present the results of the Recreation Software Request for Proposals (RFP). Two proposals were received as a result of the RFP process, each offering mobile-friendly features, enhanced communication tools, and point-of-sale system capabilities. Proposals were received from Civic Rec and Vermont Systems. Perdigao provided live demonstrations of the software with examples from the Cities of St. Helena (CivicRec) and Wichita (Vermont Systems). He presented pros and cons for both platforms and informed the Commission of staff's recommended platform – Civic Rec.

Commissioners asked questions regarding the contract length and ease of the participant signup process. Implementation is expected to begin in Winter 2025 with a planned launch in Spring 2026.

On a motion made by Commissioner Andrews, seconded by Chair Thwaites, the Commission voted to recommend to City Council that the City proceed with the selection and implementation of Civic Rec as the City's new recreation software platform. (Ayes – 5, Noes – 0, Absent – 2)

PUBLIC COMMENT

None

COMMUNITY SERVICES UPDATE – Spring and Summer Programs, Services and Projects Youth and Adult Activities

Recreation Supervisor Rich Schwarz and Recreation Assistant Eric Guzman provided an update and overview of Spring and Summer of 2025 Programming.

Recreation Assistant Eric Guzman enjoyed running the Tee-ball League, which had 33 participants and ran for about 8 weeks. He shared his appreciation for the volunteer coaches.

An update on Summer Camp HBG was provided by Supervisor Rich Schwarz. Preschool and youth camps were offered and 1340 kids were served, 314 more participants than last year. The Community Services Department partners with Healdsburg Unified School District (HUSD) on utilizing the Extended Learning Opportunities (ELO) grant which allows qualifying HUSD students to attend camp for free. Enrollment fees are reimbursed by HUSD via the ELO Grant. 6Cricket software platform was brought on board to help with record keeping and tracking attendance and to

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serve as a hub of important contact and health information, etc. many working families utilize summer camps and this past summer 73% of campers' fees were covered by the ELO Grant.

Commissioner Halvorsen shared that he appreciated a spot being opened up for his daughter and it was extremely helpful for his family.

Guzman spoke about our many Contracted Instructors – such as National Academy of Athletics, Redwood Raquet Sports, Chris King Martial Arts, Aqua Fit Water Aerobics, Belly Dancing, and Dog Training.

Schwarz praised Guzman for serving as the Amabassador for our Jr Giants Program. The program serves 5-13 year olds and is a free 8 week program. This year, 140 participants were served which was a record number for the program.

Adult sports – Co-Ed Softball and Soccer are offered and run from June through August. This season there were 17 teams, up from 12 teams last year.

Youth Soccer is offered in Partnership with Healdsburg Youth Soccer Association. 402 players are currently registered and it is the Department's largest program. The age groups served are from under 6 all the way up to under 14 years old. Supervisor Schwarz spoke about challenges related to late signups, along with delays that can cause and staff's commitment to not leave any child out who wants to participate.

Swim Center and Aquatics

Guzman described the different program offerings at the Swim Center ranging from aqua aerobics, lap swim, rec swim, swim lessons and Dollar Days. Director Themig informed the Commission that the Healdsburg Unified School District plans to renovate the Swim Center and design work has not begun yet.

Chair Thwaites asked how the Commission can support staff and offered to help gather volunteers when needed. Thwaites suggested conducting a digital survey at the end of the soccer season to gather participant feedback. She also suggested producing a resource for volunteer coaches to help familiarize them with the process and provide helpful tools. Thwaites offered to help produce such a resource and Supervisor Schwarz confirmed that assistance from the Commission with finding volunteers could be very helpful.

Senior Services

Active Adult and Senior Services Supervisor Anna Grant provided an overview of programs that are offered at the Senior Center.

- Fitness Classes
- Bus Trips and Overnights
- Social Opportunities
- Lifelong Learning & Brain Games

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- Social Services & Advocacy Programs
- DASH Volunteer Driving Program
- Bistro Dining Nutrition Program
- More

Grant noted that the goal of Senior Center programming is to engage the whole person – mind, body and spirit for ages 60-102 and all ability levels. Birthdays are celebrated monthly and handwritten cards are sent to all members who have shared their birthdate.

She also noted that the Senior Center serves as a resource hub for such things such as elder law, Meals on Wheels and Redwood Empire Food Bank, and health insurance counseling. Membership has increased by over 90% between 2019-2025. Parking at the Senior Center continues to be an issue, however, improvements have been made. EV charging spaces, improved lighting, and repaired sidewalks are among those improvements.

In addition, Grant described the Compassionate Communities Pilot Program that is currently being created, which will aim to provide end of life support for all stages of end of life care. Commissioners inquired about collaboration with other agencies and Latinx participation in Senior Center activities. Grant clarified that the Senior Center does collaborate with other groups and that they are always working to find ways to increase Latinx participation in the Senior Center programs.

Parks and Open Space

Parks and Open Space Superintendent Jaime Licea provided an update on Healdsburg Parks and Open Spaces. He began with an overview on Land Paths, which is a bilingual, environmental and educational organization that the City has partnered with since 2008. They assist the City with land stewardship of their open spaces, help lead volunteer and educational events, and assist with ongoing trail maintenance. Licea highlighted several of the educational events that Land Paths offers.

He described fire fuel reduction work that has been completed in conjunction with Healdsburg Fire, Cal Fire and Northern Sonoma County Fire District. This work has included increasing emergency access, pile burning and prescribed burns.

Licea also described work that has been done over the last several years to improve the Fire Road on Fitch Mountain. The work has focused on access to the top of Fitch Mountain, continuing work that began back when the Fitch Mountain Open Space Preserve was acquired.

In addition, he went over various playground repairs and maintenance that is done to meet fall protection and ADA accessibility requirements. Sand installation is done annually, along with playground fiber to absorb falls for safety. Tree and trail clearing, irrigation inspection and repairs, and the rotation of the Plaza flowers are among other Parks maintenance items that Superintendent Licea spoke about. Lastly, he described the yearly rotation of uses at Rec Park and the maintenance it undergoes to support baseball, football, and the Healdsburg Future Farmers Country Fair.

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Project Updates

Project Manager Tom Campbell spoke about current and upcoming projects - including the Foley Family Pavilion, Laura Fish Somersal Park, Badger Park Redevelopment Master Plan and Magical Bridge Playground, the Healdsburg Multicultural Center, and the Villa.

- The **Foley Family Pavilion** will likely be completed in mid-November of 2025. The Foley family offered to increase their contribution by \$500,000 making their total contribution \$7,500,000. Skylight and light fixtures are installed with restroom tiles, furnishings and handrails in progress. The parking lot and sidewalk work will be completed next.
- **The Laura Fish Somersal Park** is in Phase 1 of development with 100% of the schematic design process complete. Next steps include cost estimating, begin construction documentation work, and construction bidding.
- **Badger Park Redevelopment Master Plan** process is underway, beginning with a CEQA analysis review. City Council public hearing is anticipated in November, along with formal approval of the redevelopment master Plan document. The **Magical Bridge Playground**, an accessible and inclusive playground that is proposed at Badger Park, will require a feasibility study. The MOU for the project will be considered at the September 15th City Council meeting, which will cover feasibility/planning, fundraising, and schematic design work.
- **The Healdsburg Multicultural Center** project will have several tiers of development and will focus on making improvements to the Community Center based on feedback received from the community through a process led by the Healthcare Foundation. Proposed improvements in Tiers 1-3 include landscape additions, painting of exterior walls, renovations to the courtyards, and renovation of the Multipurpose Room and creation of an indoor/outdoor relationship with the East Courtyard. Project Manager Campbell also outlined available funding for the project, noting that next steps are to continue community engagement on the project and lead the capital campaign for Tiers 2,3, and beyond.
- **Villa Chanticleer** will receive \$1.5 million for deferred maintenance, improvements and upgrades as a result of the 2025 State budget bill.

INFORMATION AND REPORT OF COMMUNITY SERVICES ACTIVITIES

Director Themig provided an update on the Arts and Culture Commission's recent work highlighting several items:

- Percent for Arts Ordinance
- Public Art Grant refresh
- Foley Family Community Pavilion Public Art
- Branding and Identity
- Arts and Culture website
- Supporting and enhancing arts education
- Incorporating art into public projects (2025 Initiative: Laura Fish Somersal Park)

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He also explained that staff have been working on Sports Organization and Facility Use Agreements, along with noting several upcoming events.

- Dia de Muertos – October 26
- Plaza Christmas Tree – Mid November
- Merry Healdsburg – December 5
- Senior Appreciation Dinner – December 7
- Foley Pavilion Grand Opening - TBD

COMMISSION REPORTS ON MATTERS OF INTEREST

Commissioner Wang asked about possible updates on a recent incident at Gibbs Park, as well as an update on upcoming Deferred Maintenance projects and budget.

Director Themig provided an overview of the incident that occurred at Gibbs Park, noting that the incident received a strong response from Healdsburg Police which resulted in the suspects being arrested.

Themig also clarified that priority was placed on repairing the Community Center roof and was the primary focus for Deferred Maintenance funding this year.

ADJOURN PARKS AND RECREATION COMMISSION MEETING

There being no further meeting business to discuss, the meeting was adjourned at 8:10 PM by Vice Chair Cronin. The next regular meeting is scheduled for October 8, 2025 at 6:00 PM at the City Hall Council Chambers (unless otherwise established), 401 Grove Street, Healdsburg CA.

APPROVED:

ATTEST:

Kristin Thwaites,
Chairperson

Mark Themig,
Community Services Director



**CITY OF HEALDSBURG
PARKS AND RECREATION COMMISSION
AGENDA STAFF REPORT**

MEETING DATE: April 8, 2026

SUBJECT: Prune Packers Baseball Club Facility Use Agreement

PREPARED BY: Richard Schwarz, Recreation Supervisor

STRATEGIC INITIATIVE(S):

- Provide Effective Governance
- Maintain and Improve Infrastructure and Facilities
- Provide Resident-Driven Community Services

RECOMMENDED ACTION(S):

Review a proposed Facility Use Agreement between the City of Healdsburg and the Healdsburg Prune Packers Baseball Club, discuss the terms of the agreement, and make a recommendation to City Council.

BACKGROUND:

Recreation Park plays a central role in Healdsburg's community life as a multi-use facility. Recreation Park hosts youth and adult sports, is home to Healdsburg High School's baseball and football programs, and welcomes the community each spring for the Future Farmers Country Fair. Healdsburg Little League, Healdsburg Prune Packers Baseball Club (the Club), Redwood Empire Baseball League, and now Rio Linda Academy Baseball also call Recreation Park their "home".

The City has several multi-use facilities like Recreation Park including the Abel De Luna Community Center, the Plaza, City parking lots, and now the Foley Family Community Pavilion. In situations where user groups and nonprofit organizations host multiple events at these facilities, the City has typically developed longer-term facility use agreements that govern these facilities' use and set expectations for both the user group and the City. Examples of these agreements include the Future Farmers Country Fair's use of Recreation Park, the Healdsburg Certified Farmers Market previously hosted at West Plaza parking lot and now the Foley Pavilion, and the Bloodroot Ramble Music Festival hosted at the Abel De Luna Community Center. This agenda item proposes a similar multi-year facility use agreement with the Prune Packers.

The Prune Packers organization was Founded in 1921 as a premier semi-pro team in the area. They disbanded in 1925 due to low attendance and high expenses. Media reports indicate that the Prune Packers resumed periodic play in the 1930's, and in 1951 local leaders resurrected the team again featuring many local stars, and enjoyed a "golden age" during the 1950s. The team once again

disbanded in 1962, and after a 50-year lapse, the Prune Packers returned to play in 2012. In 2014 the team incorporated as a non-profit organization, the Healdsburg Prune Packers Baseball Club Inc.

Since reforming in 2012, the Prune Packers have evolved to be a powerhouse in collegiate summer baseball on the West Coast. The Packers have hosted more than 80 now-professional players and have won 6 North Division Championships and 5 consecutive State Championships. The Club’s attendance has increased significantly since 2012, and the Packers’ have welcomed community organizations to be part of their success. The Packers are an important component of what makes Healdsburg a special place to live, work, and play.

Recreation Park has also become a powerhouse for baseball, and is known as one of the best community ballparks in northern California. Investments that volunteers, local businesses, nonprofits, and the City have made in the past (and continue today) have resulted in a highly popular baseball facility. This popularity is evident in the Prune Packers schedule:

Season	Home Games	Away Games
2024	35*	11*
2025	33*	11*
2026**	32	11

*Includes playoff games.

**Proposed, not yet permitted.

In response to Recreation Park’s popularity and desirability, over the past few years the City has increased its staffing commitment for Recreation Park to between 35-40 hours per week during the Prune Packers’ season (June through early August). This represents the most staff hours committed on an ongoing basis to any of the City’s parks. During the spring baseball and fall football season, the City’s commitment to Recreation Park is approximately 20 hours per week.

As the Club’s operations continue to expand, the City desires to formalize its partnership with the Club to ensure accountability and sustainability. Both the City and the Club benefit from clearly defined roles, responsibilities, and expectations for the use, maintenance, and improvement of Recreation Park. The proposed multi-year facility use agreement provides the structure needed to manage these demands effectively. City staff can plan for maintenance, budgeting, and staffing with greater certainty, while holding the Club to consistent operational standards. At the same time, the Club gains reliability in scheduling, capital planning, and program development, which supports its continued growth and community engagement.

A longer-term agreement also reduces the need for frequent renegotiations, limits administrative strain on City staff, and allows both parties to focus on operations and community service rather than short-term arrangements. By committing to a multi-year framework, the City and the Club can align on expectations, address operational challenges proactively, and ensure Recreation Park remains a well-managed, high-quality community asset.

DISCUSSION/ANALYSIS:

Over the past several months, City staff have dedicated significant time and effort to developing a more formal and consistent approach to managing Recreation Park and its users. This work has

occurred alongside the City's Affiliation Agreements with youth sports organizations, with the goal of creating a clear and unified framework for all groups that use City facilities. Staff have also engaged in months of coordination, meetings, and planning with the Prune Packers to better understand their operations, needs, and long-term direction. These efforts culminated in a focused meeting in early March where both parties worked through the key terms and expectations that now form the basis of this agreement.

The proposed Facility Use Agreement establishes a clear and balanced partnership between the City and the Club. The agreement is nearly complete and is currently in its final round of review and minor edits. The version attached to this report reflects the main terms and overall structure that will guide the partnership moving forward.

At a high level, the agreement outlines how the City and the Club will share responsibility for field use, maintenance, operations, and public access at Recreation Park. Key components include:

- **Term and Use:** The agreement allows the Club to use Recreation Park during its summer season for practices, games, and approved special events. The proposed term of the agreement is for three years.
- **Maintenance Responsibilities:** The City and the Club each take on defined responsibilities to keep the facility safe, clean, and in good condition throughout the season.
- **Facility Improvements:** Planning for facility improvements is important, and requires that the Club submit any proposed capital improvements to the City for review and approval as part of the City's bi-annual budget process, and special projects prior to start of the year.
- **Operational Requirements:** The agreement sets expectations for insurance, security, alcohol sales, concessions, noise, and overall compliance with City policies.
- **Community Access:** The City maintains public access to Recreation Park while coordinating around the Club's seasonal use.

Over the course of these discussions, staff and the Club have discussed and agreed to a number of proposed terms that are reflected in the agreement. However, the Commission may hear objections to some of the proposed terms. One in particular is the placement of banners on University Avenue. The Club has expressed a desire to keep banners up along the street for the full season. Staff does not support that approach due to the visual impact along a prominent public corridor and the importance of maintaining the park's appearance from the street. The agreement proposes that banners not be installed along University Avenue. Instead, the Club can place banners on additional fencing within the facility where they are less visible from the street and do not impact the overall aesthetic of the park. This provides a reasonable balance between sponsorship visibility and the City's responsibility to maintain the look and feel of Recreation Park.



The Commission is being asked to review the proposed agreement and discuss its terms and any proposed modifications. Once comfortable with the agreement terms, the Commission is asked to make a recommendation to City Council.

While City Council may direct changes, the agreement strengthens accountability, improves communication, and ensures both parties follow through on their responsibilities. By clearly laying out roles and expectations, the City can manage Recreation Park more effectively and continue to maintain it as a high-quality community space.

ALTERNATIVES:

1. Request Modifications: The Commission may direct staff to revise specific provisions before moving the agreement forward.
2. Deny the Agreement: This option would continue the current informal arrangement and leave maintenance and operational expectations unclear.

ATTACHMENT(S):

Healdsburg Prune Packers Baseball Club Facility Use Agreement

FACILITY USE AGREEMENT BETWEEN CITY OF HEALDSBURG AND PRUNE PACKERS BASEBALL CLUB FOR USE OF RECREATION PARK

This *Facility Use Agreement Between City of Healdsburg and Prune Packers Baseball Club for Use of Recreation Park* (“Agreement”) is made and entered into this ___ day of _____, 2026, by and between the City of Healdsburg, a municipal corporation and political subdivision of the State of California (“City”), and the Healdsburg Prune Packers Baseball Club (“Club”), referred to collectively as “Parties.”

WHEREAS, the City has constructed and operates facilities within its Parks and Recreation System, which are made available for a multitude of active and passive recreation and education activities; and

WHEREAS, the City recognizes that the Club is a California non-profit corporation that provides sports-related activities; and

WHEREAS, the Club desires to use the City’s Recreation Park and its facilities (“Park”) for Club activities; and

WHEREAS, the Park is a multi-use facility and shared with other user groups, including but not limited to the City, Healdsburg Unified School District (“HUSD”), Healdsburg Little League (“HLL”), Healdsburg Future Farmers Country Fair (“HFFCF”), Redwood Empire Baseball League (“REBL”), Rio Linda Academy (“RLA”); and

WHEREAS, the Parties seek to document the terms and conditions for the Club’s use of the Park in a written agreement.

NOW, THEREFORE, it is hereby agreed by and between the City and the Club, as follows:

PERMITTED USES

1. **License.** The City grants the Club a revocable, non-exclusive license to use the Park during the Club Season in the areas identified in Attachment A for the purposes identified in Attachment A, subject to the terms and conditions of this Agreement, the Club Use Areas Maintenance Plan (Attachment B), the Terms of Storage Space Use (Attachment C), and the City-issued permit for use of the Park (“Facility Use Permit”). The City may also, pursuant to this Agreement, elect to grant the Club year-round storage space as described in Attachment A.

2. **Club Season.** The “Club Season” starts on the second Wednesday following the conclusion of the Healdsburg Future Farmers Country Fair (“HFFCF”) and ends Sunday after the first full week of August. The Facility Use Permit may authorize use of the Park outside of Club Season for pre-season activities and post-season wrap up activities, as needed.

3. **Facility Use Permit.** The Club’s use of the Park is contingent upon the City’s annual issuance of a Facility Use Permit. The governing Facility Use Permit is incorporated into this Agreement by reference. The Club’s application for the Facility Use Permit will detail the Club’s proposed schedule for use of the Park for the upcoming season.

5. **Provision of Storage Space.** The Club may request, in writing, storage space for Club equipment and supplies (“Storage Space”) through the City’s Community Services Department. The request shall state the type and quantity of items to be stored. If the City, in its sole discretion, determines that adequate Storage Space is available, then the City will provide Storage Space for the Club. Storage

Space is limited, and the City does not guarantee any amount of Storage Space. If the City provides the Club with Storage Space, then the Club’s use of the Storage Space shall comply with Attachment C: Terms of Storage Space Use.

6. **Promotional, Advertising, or Sponsorship Banners.** The Club may install banners on center/right outfield fence (football stands fence) and on far-right east fence (Boys and Girls Club side). These banners may remain installed during the Club Season. Banners may be installed the day prior to the first scheduled game at the Park, and shall be removed the day following the last game at the Park for the season.

7. **Alcohol Use.** The City shall waive Healdsburg Municipal Code 12.28.220 prohibiting the consumption of alcohol in parks on home game days at the Park. The Club shall be responsible for obtaining appropriate the Alcohol Beverage Control (ABC) License. The Club shall not permit outside alcohol into the Park.

8. **Internet Connectivity.** The Club shall provide internet data connectivity as needed for games, practices, and any related Club activity.

FACILITY IMPROVEMENTS

9. The Facility Use Permit is for “as is” conditions. The Club may request facility improvements (“Facility Improvement Request”) on the City-issued Facility Improvement Request Form. The improvement request should include all relevant information regarding the project scope, cost estimate, and potential funding sources.

10. The Club may submit Facility Improvement Requests with an estimated cost of \$25,000 or greater for consideration in the bi-annual budget process that occurs in even numbered years (e.g., 2026, 2028, 2030, etc.) to be considered as part of the City’s Capital Improvement Program (“CIP”). The Club must submit Facility Improvement Requests by February 1st/ of the budget year. At the sole discretion of the City, City staff may assist the Club in developing the request.

11. Outside of the biannual budget process, the City shall review Facility Improvement Requests with an estimated cost of \$25,000 or greater as a CIP amendment. Staff will evaluate such requests collaboratively with the Finance Department and City Manager’s Office to ensure consistency with City priorities, fiscal responsibility, and equitable allocation of resources. All CIP amendments must receive City Council approval.

12. The Club must submit Facility Improvement Requests with an estimated cost of less than \$25,000 at least three months prior to the start of the season, or early enough to provide a reasonable amount of lead time to plan and deliver the project, whichever is earlier. The City will evaluate such Facility Improvement Requests based on project priorities, available funding and contributions from user groups, benefit to facility users, and capacity to deliver project.

13. If the Club wishes to conduct its own facility improvements, it must obtain advance written approval from the City and a Right of Entry Agreement prior to commencing work. All facility improvements, excluding storage room components (e.g. shelving or organizing) provided by the Club, will become property of the City once complete. The Club is responsible for necessary maintenance and repair of its storage room components.

DURATION OF AGREEMENT

14. This Agreement shall be valid through December 31, 2028. The Agreement shall automatically renew on an annual basis upon expiration of the initial term of the Agreement, unless Parties opt to modify or terminate the Agreement.

TERMINATION OF AGREEMENT

15. Either Party may terminate this Agreement, for any lawful reason, by serving a written 90-day notice to the other Party.

PARTY RESPONSIBILITIES

16. **Club Responsibilities.** The Club is responsible for the following:

- Where this Agreement requires the Club to identify a contact, liaison, or representative, the Club may satisfy that requirement by designating an organizational role and through our public-facing contact form on our website. The Club may update the person serving in our operational roles without amendment of this Agreement.
- Complying with all workers' compensation laws and all other local, state, and federal laws and regulations;
- Supervising and controlling of the conduct of the Club's participants, employees, volunteers, and invitees, including participants, spectators, and invitees who attend scheduled events;
- Working collaboratively with the City to preserve field quality and keep the Park in good condition throughout the season, as described in Attachment B: Club Use Areas Maintenance Plan;
- Paying for the cost of repairing any property damage beyond normal wear and tear that arises out of the Club's use of the Park;
- Providing an annual report to the City regarding financial assistance program required under Paragraph 3 of this Agreement;
- Developing and implementing written procedures to handle complaints;
- Promptly contacting the City regarding any defects or maintenance issues related to Park facilities.

17. **City Responsibilities.** The City is responsible for the following:

- Working collaboratively with the Club to preserve field quality and keep the Park in good condition throughout the season, as described in Attachment B: Club Use Areas Maintenance Plan;
- Promoting the Club in the City's Recreation Guide, on City social media, and on the City's website, including announcing the start of the season and playoffs;
- Providing free meeting space (as available) for the Club's annual and monthly meetings;
- Approving the schedule for the Club's use of the Park in conjunction with review of the following organizations: HHS/HLL/REBL/Rio Lindo Academy

- Scheduling and coordinating use of the park with other user groups during the Club Season, including but not limited to HUSD, HLL, REBL, RLA, and the Club;
- Converting the Park for baseball use after the HFFCF;
- Assigning primary points of contact for the Club and its use of the Park. These contacts shall be the Recreation Supervisor for scheduling and general use and the Parks and Open Space Superintendent for maintenance of the Park.

INDEMNIFICATION

18. Except to the extent caused by the sole active negligence or willful misconduct of the City, the Club shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and agents, and volunteers from and against any and all claims, demands, damages, losses, liability, causes of action, or expenses (including attorneys' fees) arising out of or related to Club's use of the Park and acts or omissions of the Club, its employees, subcontractors, volunteers, participants, associates, or invitees.

19. In the event of any dispute between the Club and City, as to whether liability arises from the sole negligence or willful misconduct of the City or its officers, officials, employees, or agents, the Club will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent or to have acted with willful misconduct. The Club will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

ASSUMPTION OF RISK

20. The Club acknowledges the activities conducted at the Park involve inherent risks and accepts full responsibility for the safety of its employees, subcontractors, participants, volunteers, associates, and invitees. City does not supervise or control Club's activities and is not responsible for the conduct of the Club's employees, subcontractors, participants, volunteers, associates, and invitees.

INSURANCE

21. The Club shall procure and maintain for the duration of the contract, and for each year thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Club, employees, subcontractors, participants, volunteers, associates, and invitees. City reserves the right to modify the insurance requirements established herein, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

22. **Required Coverage.** Coverage shall be at least as broad as:

- Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

23. **Self-Insured Retentions.** The Club must declare its self-insured retentions to the City for City approval. At the option of the City, either: the Club shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Club shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

24. **Additional Insured.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Club including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Club. General liability coverage can be provided in the form of an endorsement to the Club's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

25. **Primary Insurance.** For any claims related to this Agreement, the Club's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Club's insurance and shall not contribute with it.

26. **Notice of Cancellation.** The Club shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Club shall forthwith obtain and submit proof of substitute insurance.

27. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

28. **Waiver of Subrogation.** The Club hereby grants to the City a waiver of any right to subrogation which any insurer of the Club may acquire against the City by virtue of the payment of any loss under such insurance. The Club agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Club, its employees, agents and subcontractors.

29. **Verification of Coverage.** Prior to its use of the Park, the Club shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements. Failure to obtain the required documents prior to the Club's use of the Park shall not waive the Park's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

30. **Subcontractors.** The Club shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the Club shall ensure that City is an additional

insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

MISCELLANEOUS

31. **Agency.** Nothing in this Agreement creates a partnership, joint venture, or agency relationship between the Parties.

32. **Assignment.** Neither the City nor the Club shall have the right to assign this Agreement without prior written consent of both Parties.

33. **Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of California.

34. **Attorney's Fees.** If a suit or action is brought to enforce this Agreement or any provision hereof, or to rescind or disaffirm this Agreement or any provision hereof, the prevailing Party shall be entitled to recover reasonable attorney's fees and expenses, both trial and appellate, in addition to its costs and disbursements allowed by California State law, which shall include the costs of any discovery proceedings.

35. **Integration.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter hereof.

36. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of the Parties and their respective successors and assigns.

37. **Amendments.** No alterations to or modifications of the terms or the provisions of this Agreement shall be effective unless one Party proposes the alteration or modification in writing with 90-day notice and such alteration or amendment is then properly executed by the Parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date written above.

City Manager

Club President

Mayor

City Clerk

Attachments

Attachment A – Club Use Areas

Attachment B – Club Use Areas Maintenance Plan

Attachment C – Terms of Storage Space Use

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Attachment A

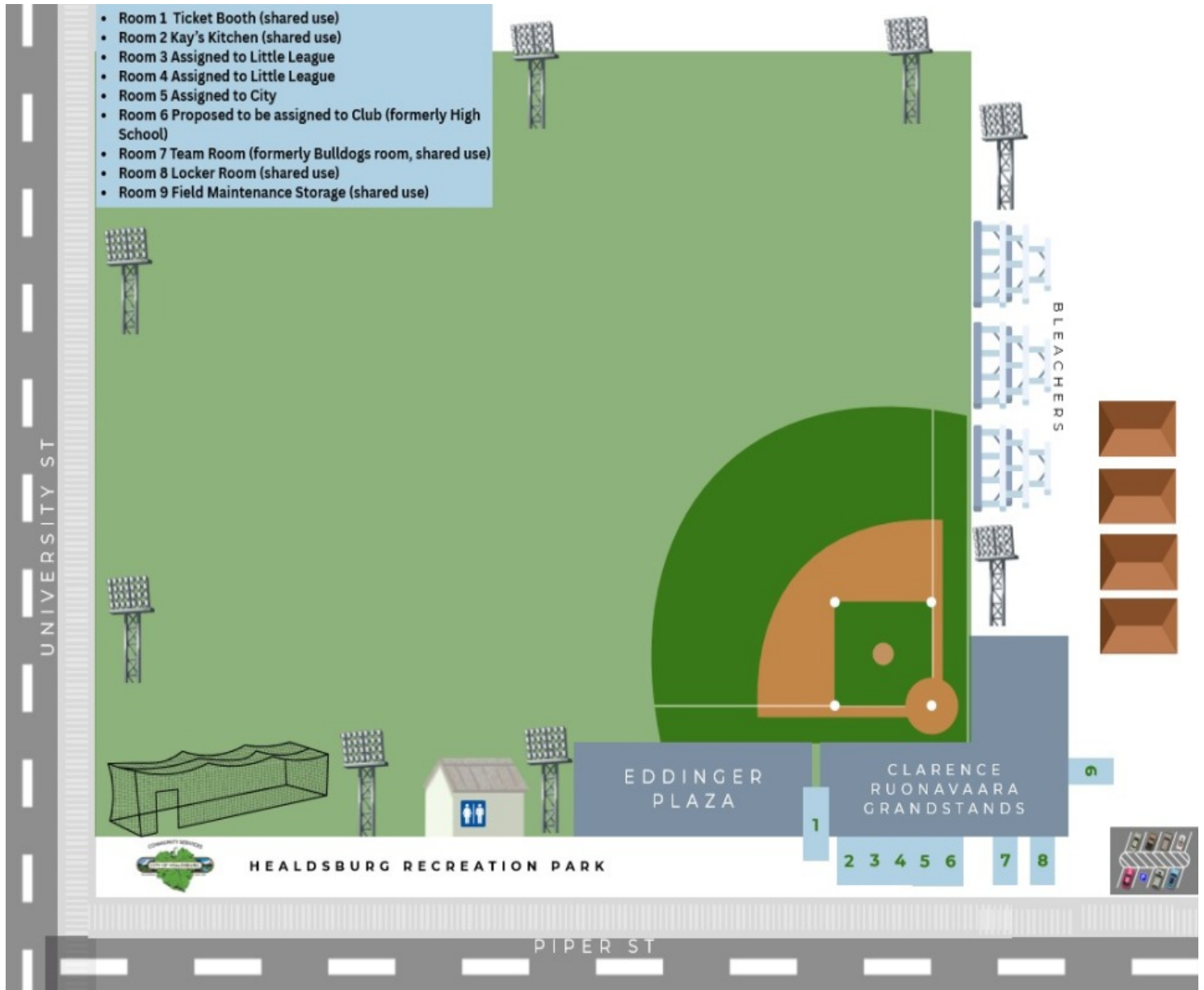
Club Use Areas

The Agreement permits the Club access to and use of the following Park areas and facilities (“Club Use Areas”) for the purposes described herein:

- Art McCaffrey Field at Recreation Park, Batting Cage, and Associated Field Areas*
Use of the field for games, practice, camps, and other related team activities; exclusive use requests (such as for scheduled games, practice, camps, etc.) must be submitted to the City in writing and approved as part of an annual Facility Use Permit.
- Clarence Ruonavaara Grandstands at Recreation Park, Eddinger Plaza, Ballpark Restrooms, and Picnic Shelter Area*
Use for games, practice, camps, and other related team activities; exclusive use requests (such as for scheduled games, practice, camps, etc.) must be submitted to the City in writing and approved as part of an annual Facility Use Permit
- Ticket Booth*
Use for the sale of alcohol during games; alcohol should be removed from the premises or put into storage between games.
- Kay’s Kitchen*
Non-exclusive use for games as needed
- Room 6 (proposed to be assigned to Club)
Year-round use that may be assigned to Club for storage.
- Room 7 (Team Room)*
Non-exclusive use for Club activities, umpire room, and team gathering area
- Room 8 (Locker Room)*
Non-exclusive use for team dressing room, team meetings, game preparation, etc.
- Field Lighting*
For use during evening games, field lighting should be shut down on or before 10:00 p.m. and may not remain on after 11:00 p.m.

*Access shared with other users of Recreation Park during Club’s season.

Club Use Areas Map



ATTACHMENT B

Club Use Areas Maintenance Plan

The City desires to work collaboratively with the Club to preserve the quality of the Park throughout the season and keep facilities in good condition. The City shall develop an ongoing Maintenance Plan that shares day-to-day maintenance responsibilities with the Club. This plan will be included as an attachment to the agreement for reference and updated annual. A sample Maintenance Plan (to be further developed and finalized at a later date) is included below:

I. Park Playability and Closure

The Club is responsible for assessing day-to-day playability of the facility. The City retains the authority to determine when Recreation Park fields are unsafe or unplayable due to heavy rain, flooding, irrigation issues, or other natural or human-caused conditions.

City staff will communicate field closures and reopening updates promptly and collaboratively with the Club to ensure player safety, facility protection, and minimal disruption to scheduled activities. The City will work in partnership with the Club to assess conditions and coordinate rescheduling or alternative facility use when possible.

II. Park Maintenance Roles and Responsibilities

City Role and Responsibilities

The City will typically commit one workday per week to maintain Recreation Park during the Club's season. This work will include the following as time and resources permit:

- Maintaining the general field condition, including grading, infield mix, and turf areas.
- Maintaining the irrigation system, turf health, and overall facility infrastructure.
- Using a contracted service, perform weekly mowing (twice per week) of turf and infield areas.
- Edging turf along basepaths, foul lines, and infield lips as needed.
- Conducting nail dragging of infields to maintain surface smoothness and playability.
- Blowing hardscape areas (e.g., walkways, dugout, bleacher areas) to remove debris.
- Cleaning and stocking restrooms on a regular maintenance schedule.
- Providing basic maintenance tools (e.g., rakes, tamps, hoses) for user access.

Club Role and Responsibilities

The Club will commit to the following responsibilities:

- Prepare the facility for play
- Provide and apply their own professional mound clay and field chalk to maintain safe and playable surfaces before and after games or practices.
- Properly maintain, level, and pack the home plate and pitcher's mound after each use.
- Remove all personal belongings and equipment from the turf at the end of each event, including batting cages, pitching machines, or portable equipment, to prevent interference with irrigation, turf maintenance and turf health.
- Leave the field level and playable after each use.
- Remove trash from dugouts, bleachers, and spectator areas.
- Report any facility damage or unsafe field conditions to City staff.

Miscellaneous Maintenance Rules and Standards

- *Use of Club-Provided Motorized Equipment for Infield Maintenance*

Use of Club-provided motorized equipment for infield maintenance requires City authorization and training. Only City-trained and approved operators may drag the infield. The Club may designate up to three (3) operators to be trained. Operators must complete a City safety/orientation session annually.

- *Equipment Standards*

Only City-approved equipment (e.g., ABI, gator) may be used. Equipment must be designed for infield dirt use (no turf tractors, heavy quads, or non-approved vehicles). Tires must be wide/turf-friendly to prevent ruts or compaction. Only City-approved drags (e.g., cocoa mat, finish drag) may be used. Storage for equipment is not available at the Park except as authorized pursuant to the Agreement.

- *Timing and Limits*

Dragging is allowed only once pre-game and once post-game. No motorized dragging between innings or outside scheduled times. Dragging may only occur at times pre-approved by City staff.

- *Field Protection*

Do not drive or drag over turf, grass edges, base anchors, home plate, or pitching mounds. Driving or dragging is only permitted on the dirt infield, and operators must avoid tight turns, spinning wheels, or sudden stops that create ruts. Implements not intended for infield use may not be used.

- *Condition Standards*

The field must be left level, safe, and playable for the next scheduled event. Basepaths and home plate must be dragged by hand. Any rutting, gouging, or damage must be reported immediately to City staff. If City staff must repair damage caused by negligence, costs will be billed to the Club at the current City labor and materials rate.

- *Upkeep & General Maintenance*

The Club is responsible for cleanup before and after each use, including:

- Picking up personal items and equipment.
- Ensuring that the locker room is kept in good condition.
- Removing debris from dugouts, grandstands, and bleachers.
- Cleaning restrooms daily, including Room #8 restroom.
- Raking and repairing the pitcher's mound and home plate area to restore safe playing conditions.
- Removing trash from all rooms, dugouts, and spectator areas.

ATTACHMENT C

TERMS OF STORAGE SPACE USE

The Club's use of Storage Space provided pursuant to this Agreement shall adhere to the following requirements:

- a. The Club agrees to store only Club-owned property in the Storage Space. No personal property may be stored in the Storage Space;
- b. The Club agrees to assume responsibility for all content stored in the Storage Space;
- c. The Club agrees to make no alterations of, or additions to, the Storage Space without the prior written approval of the City;
- d. The Club agrees to designate one/two representative(s) that will act as the Club's liaison in coordinating the use of the Storage Space with the City. The Club's designated liaison(s) will be responsible for controlling access keys or security codes, and for the overall security of the Storage Space;
- e. The City agrees to inventory and issue key(s) and/or security codes to the Club's designated liaison. If keys are used to access the Storage Space, the Club agrees to request the number of keys needed and maintain a list of individuals who have been given keys. The Club further agrees to not duplicate keys. If security codes are used to access the Storage Space, the Club agrees to maintain a list of all individuals who have been given the security code;
- f. The Club agrees to not assign the Storage Space, or any part thereof, to another organization without prior written approval from the City;
- g. The City agrees to provide the necessary maintenance and repair to the Storage Space for City-owned facilities; and
- h. The City reserves the right to change locks and/or security codes, when the City deems it necessary.