

**Costa Mesa Tennis Center Evaluation Report of
Hank Lloyd's Orange County Tennis, Inc. Contractual Obligations**
(As required under Section 28 of Contract between the City & Hank Lloyd's)

Demised Premises

	<u>Acceptable</u>	<u>Unacceptable</u>
Exclusive use for Tennis Center Operations (1.02)	X	
Acceptance of Premises (1.03)	X	
Completed CIP Projects outlined in 6.01-6.05 (1.04)	X	
Obtains prior approval for improvement projects (1.05)	X	

Comments:

Pro Shop Operations

	<u>Acceptable</u>	<u>Unacceptable</u>
Pro Shop operational hours (3.01A)	X	
Tennis Shop Maintenance (3.01)	X	
Adequate inventory (3.01)	X	

Comments:

Under HLOCT, the proshop has significantly upgraded the inventory and quality of tennis products, in comparison to past concessionaires.

Court Operations

	<u>Acceptable</u>	<u>Unacceptable</u>
Court operational hours (3.01 A)	X	
Court Usage (lessons, leagues, tournaments etc) (3.01 B)	X	
Facility rental and tournament rates (3.01 B)	X	
Use of NMUSD high school courts (3.01 C)	X	

Group/clinic lessons (3.01 D)

Children		
Youth	X	
Adults	X	
Seniors	X	
Group/Clinic lesson rates (3.01D)	X	
Reservations and walk on play (3.01 E)	X	
Rates consistent with other public facilities (3.01 E)	X	
Rates posted appropriately (3.01E)		
Additional Tennis Programs (singles/doubles events, ladder competitions, gender specific events, clinics/academies, special events) (3.01F)	X	
Scholarship/fee assistance (3.01G)	X	
Outreach, promotions, advertising (3.01 H)	X	
Pro Shop Operations (3.01 I)	X	
Satisfaction survey (3.01J)		X

Comments:

- 1. HLOCT sponsors several high profile tournaments, both for adults and youth that has brought recognition to both the City and the tennis center.*
- 2. While HLOCT has access to high school courts as part of the Joint Use Agreement, use of the high school courts is not required by this contract. However, use of the high school courts offers opportunities for further outreach to other geographical areas in Costa Mesa.*
- If HLOCT chooses to use the high school courts, all rules and regulations as outlined in the Joint Use Agreement must be followed, including obtaining a permit through the City.*
- 3. HLOCT has not requested a fee increase during this contract term.*
- 4. The City has not been presented with a program participant/facility user satisfaction survey.*

Building & Equipment Maintenance

- Improvements, alterations, additions are City approved (3.02A)
- Interior maintenance: Pro shop & Restroom (3.02A)
- Shrubbery surrounding Pro shop exterior (3.02A)
- Telephone & janitorial supplies furnished by lessee (3.02B)
- Repair/replacement of damaged furnishings/fixtures (3.02B)
- Annual cleaning of Pro shop carpets, drapes, etc (3.02B)
- Courtyard/patio cleaning, weekly court washings (3.02B)
- Net cleaning and replacement (3.02B)
- Court & light security, locks/keys, etc (3.02B)

Acceptable
X
X
X
X
X
X
X
X
X

Unacceptable

Comments:

All maintenance requests must first be presented to the City Recreation staff who will process them according to City procedures.

Payment & Accounting

- Proper Payment of monthly rental amount (4.01)
- Payments made on time (4.02)
- All sales transactions recorded by publicly displayed cash register that issues a sales receipt (5.01)
- City approved accounting methods & records (5.02 A - E)
- Allows for records inspection and/or audit (5.03)
- Furnish City with monthly gross receipts report along with monthly rent payment (5.05)
- Annual financial statement with profit, loss, and balance sheet (5.05)

Acceptable
X
X
X
X
X
X
X

Unacceptable

Comments:

HLOCT must comply with all recommendations as outlined in the financial audits.

Capital Improvements

Acceptable

Complies with CIP requirement as outlined in Exhibit B of agreement (6.01)

X

Comments:

Operating Responsibilities

Acceptable

Unacceptable

Compliance with all applicable laws (7.01)

X

Compliance with all applicable rules and regulations (7.02)

X

Does not allow loud, boisterous, or disorderly persons to loiter about the premises (7.03)

X

Does not knowingly permit illegal activities to be conducted upon the premises (7.04)

X

Obtains City permission to post signs (7.05)

X

Maximizes public use of facility (7.06)

X

Adequate and proper staff (7.07)

X

Complies with all applicable employment laws (7.08)

X

Prevents accumulation of offensive matter or substances considered a fire hazard or detrimental to public health (7.09)

X

Adequate and proper security devices to protect against theft, burglary, or vandalism (7.10)

X

Immediately corrects any unsafe conditions/practices and prevents them from occurring (7.11)

X

Premises not used for human habitation except for night watchman (7.12)

X

Comments:

Advertising & Promotional Material

Obtains prior City approval for ad/promo material (8.01)

<u>Acceptable</u>

<u>Unacceptable</u>
X
X

Ensures City is listed in ad/promo material (8.02)

Comments:

As required in the contract, any/all advertising and promotional material pertaining to

Costa Mesa Tennis Center must be approved by the City and must contain

"City of Costa Mesa" and "Costa Mesa Tennis Center".

Security Deposit

Security Deposit in force (12.01)

<u>Acceptable</u>
X

<u>Unacceptable</u>

Comments:

Insurance

Current and proper certificate(s) of insurance (14.01)

<u>Acceptable</u>
X

<u>Unacceptable</u>

Comments:

It is HLOCT's responsibility to send current certificates of insurance to the City.

Non-Discrimination & Civil Rights Compliance

Employment records available for inspection (17.04)

<u>Acceptable</u>
X

<u>Unacceptable</u>

Comments:

Contract Enforcement

Acceptable

ATTACHMENT 6
Unacceptable

City has Right of Entry on to premises (31.02)

X

Comments:

Evaluation Report Completed by:

Name

Title

Signature

Date

10 8 02