AGENDA

BOARD OF RECREATION AND PARK COMMISSIONERS OF THE CITY OF LOS ANGELES

Wednesday, May 4, 2011 at 9:30 a.m.

EXPO Center Community Hall Room 3980 S. Bill Robertson Lane (Formerly Menlo Avenue) Los Angeles, CA 90037

(Parking located in "Lot 1", at the corner of Martin Luther King Boulevard and Bill Robertson Lane)

EVERY PERSON WISHING TO ADDRESS THE COMMISSION MUST COMPLETE A SPEAKER'S REQUEST FORM AT THE MEETING AND SUBMIT IT TO THE COMMISSION EXECUTIVE ASSISTANT <u>PRIOR</u> TO THE BOARD'S CONSIDERATION OF THE ITEM.

PURSUANT TO COMMISSION POLICY, COMMENTS BY THE PUBLIC ON AGENDA ITEMS WILL BE HEARD ONLY AT THE TIME THE RESPECTIVE ITEM IS CONSIDERED, FOR A CUMULATIVE TOTAL OF UP TO FIFTEEN (15) MINUTES FOR EACH ITEM. ALL REQUESTS TO ADDRESS THE BOARD ON PUBLIC HEARING ITEMS MUST BE SUBMITTED <u>PRIOR</u> TO THE BOARD'S CONSIDERATION OF THE ITEM. COMMENTS BY THE PUBLIC ON ALL OTHER MATTERS WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD WILL BE HEARD DURING THE "PUBLIC COMMENTS" PERIOD OF THE MEETING. EACH SPEAKER WILL BE GRANTED TWO MINUTES, WITH FIFTEEN (15) MINUTES TOTAL ALLOWED FOR PUBLIC PRESENTATION.

1. SPECIAL PRESENTATIONS:

Presentation to Commissioner Luis Sánchez, Board of Recreation and Park Commissioners, for his Dedication to the Department of Recreation and Parks and to the Citizens of the City of Los Angeles

2. APPROVAL OF THE MINUTES:

Approval of the Minutes of the Meeting of April 18, 2011

- 3. GENERAL MANAGER'S REPORTS:
 - 11-116 Lafayette Park Recreation Center (W.O. #E170317F)
 Project; Fred Roberts Recreation Center (W.O. #E170943F)
 Project Acceptance and Release of Stop Notices on
 Construction Contracts
 - 11-117 Aliso Canyon Park Development (W.O. #E170101F) Project - Review of Bids and Award of Contract
 - 11-118 Southeast Valley Roller and Skateboard Rink Phase I (Skateboard Rink/Skate Park) (W.O. #E170125F) Project -Authorization to Solicit Bids from the Pre-Qualified On-Call Skate Park/Skate Plaza Design-Build Firms
 - 11-119 Park Property Installation of Cellular Telecommunication Equipment

- 11-120 Pan Pacific Park Amendment to Lease Agreement between Los Angeles Museum of the Holocaust and City of Los Angeles
- 11-121 Community Operated Open Spaces Policy on Community Operated Open Space, and Operating Guidelines for Self-Operated Community Gardens - Proposed Changes to Schedule of Rates and Fees for Community Garden Facilities - Operation of the Department's Community Garden Program
- 11-122 Sepulveda Basin Recreation Area Utility Payment Reimbursement and Amendment to Lease with ONEgeneration, a California Non-Profit Corporation, as Related to the Continued Operation and Maintenance of the Mark Taper Intergenerational Center, a Gift of the Mark Taper Foundation
- 11-123 Transfer of Appropriations within Fund 302 in the Department of Recreation and Parks (RAP) for Budgetary Adjustments
- 11-124 Various Communications
- 4. UNFINISHED BUSINESS:
 - 11-029 Baldwin Hills Recreation Center Conceptual Approval for Naming of the Outdoor Basketball Courts and the Installation of Appropriate Signage
 - 11-084 Cesar Chavez Recreation Complex Phase IIIA Park Development (Also Known As Sheldon Arleta - Phase IIIA Park Development)(W.O. #E1700618) - Final Plans and Call for Bids

5. DISCUSSION:

• Discussion on St. Peter's Episcopal Church

6. PRESENTATION:

• Briefing on the Mayor's Proposed Fiscal Year 2011-12 Budget for the Department of Recreation and Parks - Presented by Regina Adams, Executive Officer

7. COMMISSION TASK FORCES:

- Commission Task Force on Concessions (Commissioners Stanley and Williams)
- Commission Task Force on Facility Repair and Maintenance (Commissioners Alvarez and Werner)
- 8. GENERAL MANAGER'S ORAL REPORT:

Report on Department Activities and Facilities

9. FUTURE AGENDA ITEMS:

Requests by Commissioners to Schedule Specific Items on Future Agendas

10. PUBLIC COMMENTS:

Any comments which require a response or report by staff will be automatically referred to staff for a report at some subsequent meeting.

11. NEXT MEETING:

The next scheduled meeting of the Board of Recreation and Park Commissioners will be held on Wednesday, May 18, 2011 at 9:30 a.m., at Cheviot Hills Recreation Center, 2551 Motor Avenue, Los Angeles, CA 90064.

12. ADJOURNMENT:

Under the California State Ralph M. Brown Act, those wishing to make audio recordings of the Commission Meetings are allowed to bring tape recorders or camcorders in the Meeting.

Sign language interpreters, assistive listening devices, or any auxiliary aides and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For additional information, please contact the Commission Office at (213)202-2640.

Finalization of Commission Actions: In accordance with City Charter, actions that are subject to Section 245 are not final until the expiration of the next five meeting days of the Los Angeles City Council during which the Council has convened in regular session and if Council asserts jurisdiction during this five meeting day period the Council has 21 calendar days thereafter in which to act on the matter.

Commission Meetings can be heard live over the telephone through the Council Phone system. To listen to a meeting, please call one of the following numbers: from Downtown Los Angeles (213) 621-CITY (2489) from West Los Angeles (310) 471-CITY (2489) from San Pedro (310) 547-CITY (2489) from Van Nuys (818) 904-9450

For information, please go to the City's website: http://ita.lacity.org/Residents/CouncilPhone/index.htm

Information on agenda items may be obtained by calling the Commission Office at (213) 202-2640. Copies of the agenda and reports may be downloaded from the Department's website at www.laparks.org.

REPORT OF GENERAL MANAGER		11-116

DATE <u>May 4, 2011</u>

C.D. <u>9, 10</u>

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LAFAYETTE PARK – RECREATION CENTER (W.O. #E170317F) PROJECT; FRED ROBERTS RECREATION CENTER (W.O. #E170943F) PROJECT – ACCEPTANCE AND RELEASE OF STOP NOTICES ON CONSTRUCTION CONTRACTS

R. Adams	 K. Regan		
H. Fujita	 *M. Shull	Our fr	
V. Israel	 N. Williams	<i>V</i>	\sim
			Augeneral Manager
Approved	 	Disapproved	Withdrawn

<u>RECOMMENDATIONS</u>:

That the Board:

- 1. Accept the following Stop Notices and direct staff to withhold the amount claimed, plus an additional sum equal to 25% thereof, to defray any costs of litigation in the event of court action, if said amounts of said funds are available, and to notify the contractors, sureties, and other interested parties that the amount of said claims plus 25% will be withheld; and,
- 2. Accept the following Release of Stop Notice.

SUMMARY:

STOP NOTICES:

The Department is in receipt of legal notices to withhold construction funds, pursuant to California Civil Code Sections 3103 and 3181, on the following contract:

<u>Contract 3237</u> CD 10 Lafayette Park – Recreation Center (W.O. #E170317F) Project

General Western Alta Construction, Inc. Contractor:

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Project Status: 98% Complete Claimant: Glasswerks LA Inc. Project Impact: none Amount: \$37,516.52 Project Status: 98% Complete Claimant: Main Electric Supply Company Project Impact: none \$11,733.07 Amount: Project Status: 98% Complete Claimant: A-1 Fence Company Project Impact: none \$13,518.37 Amount:

RELEASE OF STOP NOTICE:

The Department is in receipt of a Release of Stop Notice filed by the claimant below, which releases the Board from any and all liability for withholding funds from the general contractors or the sureties:

<u>Contract 3267</u> CD 9 Fred Roberts Recreation Center (W.O. #E170943F) Project Project Status: 97% Complete Project Impact: none

GeneralAWI BuildersContractor:Claimant:Claimant:Church and Larsen, Inc.Amount:\$69,231.92

FISCAL IMPACT STATEMENT:

There is no fiscal impact to the Department's General Fund, as funds have already been appropriated for this purpose.

This report was prepared by LaTonya D. Dean, Commission Executive Assistant.

REPORT OF GENERAL MANAGER			11-117
DATE	May 4, 2011	C.D.	12

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ALISO CANYON PARK – DEVELOPMENT (W.O. #E170101F) PROJECT – REVIEW OF BIDS AND AWARD OF CONTRACT

R. Adams	 K. Regan	.	
H. Fujita	 *M. Shull _	ant	
V. Israel	 N. Williams		
			<u>Ay</u> General Manager
Approved	 	Disapproved _	Withdrawn

<u>RECOMMENDATIONS</u>:

That the Board:

- 1. Find Landshapes with a base bid of \$964,390 to be the lowest responsive and responsible bidder for the Aliso Canyon Park Development (W.O. #E170101F) Project;
- 2. Award the contract to Landshapes for a total award amount of \$964,390, all according to the plans and specifications;
- 3. Authorize the Department's Chief Accounting Employee to encumber \$964,390 in available funds from the following fund and account numbers under the awarding authority of this Board Report;

	Fund/Dept./Account.	Encumbrance
Funding Source	<u>No.</u>	<u>Amount</u>
Proposition K Year 14	43K/10/G268	\$ 500,000
Proposition K Year 15	TBD	\$ 464,390
Sunshine Canyon Amenities Trust Fund	682/50/E242	
Sunshine Canyon Amenities Trust Fund	682/50/G215	
Total:		\$ 964,390

PG. 2 NO. <u>11–117</u>

4. Authorize the Board President and Secretary to execute the contract, subject to City Attorney approval as to form.

<u>SUMMARY</u>:

On February 2, 2011, the Board approved final plans and call for bids for the Aliso Canyon Park – Development (W.O. #E170101F) project, located at 18041 Rinaldi Street, Los Angeles, California 91344 (Board Report No. 11-021). Plans for this project were prepared by the Architectural Division of the Bureau of Engineering (BOE). The proposed scope of work calls for installation of a new neighborhood equestrian facility and a passive park owned and operated by the Department of Recreation and Parks. The detailed scope of work includes: 1) a new asphalt parking lot, paving and access roadways; 2) new gravel parking lot; 3) concrete paving, a natural aggregate paving system pathway; 4) a picnic shelter, benches, and drinking fountain; 5) prefabricated pedestrian bridge and abutments; 6) drainage and storm water treatment improvements; 7) new irrigation system, new trees; 8) shrubs and hydroseeded areas and 9) new solar security lighting.

On March 8, 2011, 19 bids were received for this project. The lowest responsive and responsible bidder is Landshapes with a base bid amount of \$964,390 which is \$1,035,610 below the City Engineer's cost estimate of \$2,000,000. The bid amounts received are as follows:

Bidders	Base bid
Landshapes	\$ 964,390
Environmental Construction, Inc.	\$ 1,033,823
C. A. Rasmussen, Inc.	\$ 1,089,000
Cal-City Construction, Inc.	\$ 1,090,000
Icon West, Inc.	\$ 1,090,000
Pacwest Corp.	\$ 1,107,000
PIMA Corporation	\$ 1,117,400
Excavating Engineering, Inc.	\$ 1,124,000
PPC Construction, Inc.	\$ 1,141,990
C.S. Legacy Construction, Inc.	\$ 1,149,048
Los Angeles Engineering, Inc.	\$ 1,153,387
E Avico, Inc.	\$ 1,219,500
Horizon Construction Co. Int'l, Inc.	\$ 1,338,000
Bitech Construction Co., Inc.	\$ 1,372,599
Western Group Inc.	\$ 1,490,000

PG. 3 NO

NO. <u>11-117</u>

Bidders	Ba	ase bid
Elite Landscaping, Inc.	\$	1,706,032
West Coast Crushing and Recycling, Inc.	\$	1,775,000
A&R Construction Corp.	\$	1,888,000
Ian Thomas Group	\$	2,196,000

The bid specifications stated the low bidder would be determined to be the responsible and responsive bidder submitting the lowest base bid. Landshapes submitted the lowest base bid, as shown above. It is recommended that the project be awarded to Landshapes for a total construction contract of \$964,390. Sufficient funds are available from the following accounts:

Funding Source	<u>Fund/Dept./Account No.</u>
Proposition K YR 14	43K/10/G268
Proposition K YR 15	TBD
Sunshine Canyon Amenities Trust Fund	682/50/E242
Sunshine Canyon Amenities Trust Fund	682/50/G215

Staff has reviewed the subcontractor outreach effort made by Landshapes and based on the documents submitted, has determined that a "good faith" effort has been made. Landshapes satisfied 91 of the 100-point requirement outlined by the Board's Outreach Program. Per the Board's policy, a score of 75 points or above satisfies the "good faith effort" requirements. The Outreach Document Package is on file in the Board Office and a synopsis of said package is attached.

The City Attorney and staff have reviewed the bid submitted by Landshapes and found it to be in order. Staff recommends that the Board find Landshapes to be the lowest responsive and responsible bidder.

Staff reviewed the responsiveness and work performance of Landshapes on past Department projects and found them to be satisfactory. The Department of Public Works, Office of Contract Compliance (OCC) indicated that there have been no labor compliance violations and that all other legal requirements have been complied with by the bidder.

In accordance with the requirements of the California Environmental Quality Act, a Mitigated Negative Declaration (MND) for the project was adopted by the Board on November 15, 2010 (Board Report No. 10-319). A Notice of Determination was filed with the Los Angeles City Clerk and the Los Angeles County Clerk on November 19, 2010. The scope of the project and the environmental setting has not substantially changed since the adoption of the MND, and therefore, is still valid for the award of the construction contract. No further environmental documentation is required.

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FISCAL IMPACT STATEMENT:

There is no anticipated fiscal impact to the Department's General Fund because the project's construction costs will be fully funded by the above listed funding sources specifically identified and approved for use on this project. The assessments of the future operations and maintenance costs have yet to be determined and would be addressed in future budget requests.

This report was prepared by Erick Chang, Project Manager, Recreational and Cultural Facilities Program; Bureau of Engineering. Reviewed by Neil L. Drucker, Program Manager, Recreational and Cultural Facilities Program; Bureau of Engineering; Deborah Weintraub, Chief Deputy City Engineer, Bureau of Engineering; and by Michael A. Shull, Superintendent, Planning, Construction and Maintenance Division, Department of Recreation and Parks.

GOOD FAITH EFFORT CHECKLIST

Bidder: LandShapes

Bid Date: March 8, 2011

PROJECT: Aliso Canyon Park Development Project (W.O. # E170101F)

Indicator	Required Documentation	Description of Submitted or Missing Documentation	P	oints
1	The bidder's or proposer's efforts to obtain participation by MBEs, WBEs and other business enterprises could reasonably be expected by the Board of Recreation and Park Commissioners (the "Board") to produce a level of participation by interested sub-contractors, including 15% MBE and 2% WBE.		0	0
2 Pre-Bid Meeting	a) Attend pre-bid meeting and be listed on the attendance sheet; or b) Submit a letter prior to the pre-bid meeting either by fax to (213) 847-0703, or by mail to the Bureau of Engineering, Project Award and Control Division, 1149 S. Broadway, 1 st Floor, Los Angeles, Ca. 90015.		10	10
3 Work Areas	Proof of this must be demonstrated in either Indicator 4 or 5.		13	13
4 Ad	A copy of the advertisement or a proof of publication statement or other verification which confirms the date the advertisement was published. The advertisement must be specific to the project, not generic, and may not be a planholder advertisement provided by the publication. It should include the City of Los Angeles project name, name of bidder, areas of work available for subcontracting, and a contact person's name and telephone number, information on the availability of plans and specifications and the bidder's policy concerning assistance to subcontractors in obtaining bonds, lines of credit and/or insurance. Consideration will be given to the wording of the advertisement to ensure that it did not exclude or seriously limit the number of potential respondents.		9	0
Potential Subs	A copy of each letter sent to available MBEs, WBEs and OBEs for each item of work to be performed. If there is only one master notification, then a copy of the letter along with a listing of all recipients will suffice. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered envelope or certified mail receipts. Letters must contain areas of work to be subcontracted. City of Los Angeles project name, name of the bidder, and contact person's name, address, and telephone number.		10	10
	A copy of telephone logs. These logs must include the name of the company ealled, telephone number, contact person, who did the calling, time, date, and the result of the conversation. Bidder must follow-up with all subcontractors to whom they sent letters.		10	10
7 Plans	Include in Indicator 4 or 5, information detailing how, where and when the bidder will make the required information available to interested subcontractors.		5	5
Letters	A copy of each letter sent to outreach agencies requesting assistance in recruiting MBEs, WBEs and OBEs. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered envelopes or certified mail receipts. Letters must contain areas of work to be subcontracted, City of Los Angeles project name, name of the bidder, and contact person's name, address, and telephone number.		10	10
Negotiate in Good	a) Copies of all MBE/WBE/OBE bids or quotes received; and b) Summary sheet organized by work area, listing bids received and the subcontractor selected for that work area. If the bidder elects to perform a listed work area with its own forces, they must include a bid that shows their own costs for the work.		26	26
	Include in Indicator 4 or 5, information about the bidder's efforts to assist with bonds, lines of credit and insurance.		7	7
	тот	AL POINTS ACHIEVED)	91

MBE/WBE % ACHIEVED: 0%/0%

MBE= 0% WBE= 0% OBE= 34%

PRIME= 66%

RESPONSIVE

REPORT OF GENERAL MANAGER	NO	

DATE <u>May 4, 2011</u>

C.D. <u>6</u>

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SOUTHEAST VALLEY ROLLER AND SKATEBOARD RINK – PHASE I (SKATEBOARD RINK/SKATEPARK) (W.O. #E170125F) PROJECT – AUTHORIZATION TO SOLICIT BIDS FROM THE PRE-QUALIFIED ON-CALL SKATE PARK/SKATE PLAZA DESIGN-BUILD FIRMS

R. Adams H. Fujita V. Israel	·	K. Regan *M. Shull N. Williams	Con fr		
		_		- 7 Jey Giener	al Manager
Approved			Disapproved		Withdrawn

<u>RECOMMENDATIONS</u>:

That the Board:

- 1. Approve the bid documents for the Southeast Valley Roller and Skateboard Rink Phase I (Skateboard Rink/Skate Park) (W.O. #E170125F) project;
- 2. Authorize the Bureau of Engineering (BOE) staff to solicit bids from all the firms on the Pre-Qualified On-Call Skate Park/Skate Plaza Design-Build list for the Southeast Valley Roller and Skateboard Rink Phase I (Skateboard Rink/Skate Park) (W.O. #E170125F) project; and,
- 3. Approve the date for receipt of bids as Tuesday, May 24, 2011 at 3:00 P.M. in the Board Office.

SUMMARY:

The Southeast Valley Roller and Skateboard Rink – Phase I (Skateboard Rink/Skate Park) (W.O. #E170125F) project located at 12477-12511 Sheldon Street, Sun Valley, California 91352 is a Proposition K specified regional project. The project is currently funded by Proposition K funds.

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The scope of work includes the design and construction of a new skate plaza and ancillary amenities to supplement the skate plaza. The at-grade skate plaza will feature approximately 20,000 square feet of skateable area with elements to include hubbas, stairs, flat rails, manual pads, ledges, bumps, kickers, grass pads, tranny ramps, and hand rails. The skate plaza will have areas for beginner, intermediate, and advanced skaters. In addition to the plaza, other supplemental amenities include the installation of an American with Disabilities Act (ADA) compliant pre-fabricated restroom with storage areas, new drinking fountain, and construction of a parking lot, shade structures, landscaping, and security lighting.

BOE is working closely with the Department of Recreation and Parks (RAP) Planning, Construction and Maintenance staff to develop the skate plaza details. To that end, BOE will need to enlist the services of a skate plaza design/build consultant-contractor from the RAP approved On-Call Skate Park/Skate Plaza Design-Build List (Board Report No. 08-306). The bid documents have been developed to clearly state the scope of work, general design parameters, responsibilities of the design/builder, deliverables, design and construction schedule, and design evaluation criteria. The cost of this design/build project is estimated to be \$1,100,000. The bid documents are not being advertised to the general public as they will only be issued to the seven pre-qualified design-build firms on the list. The RAP on-call list represents a pre-qualified pool of skate park/skate plaza design-build firms. Taking the project out to a general public bid will also require the qualification of the public bidders by having them fill out qualification forms that would be identical to the paperwork that was already done to produce this pre-qualified list.

It is therefore recommended that the Board authorize BOE to utilize the RAP On-Call Skate Park/Skate Plaza Design-Build List to solicit bids for the project.

The bid package has been reviewed and approved by the City Attorney's Office.

FISCAL IMPACT STATEMENT:

There is no anticipated fiscal impact to the RAP's General Fund as the project's construction costs will be fully funded by the funding source specifically identified and approved for this project. The assessments of the future operations and maintenance costs have yet to be determined and would be addressed in future budget requests.

This report was prepared by Craig Raines, Landscape Architectural Associate III, and reviewed by Michael A. Shull, Superintendent, Planning, Construction and Maintenance Division.

REPORT OF GENERA	L MANAGER		NO	11-119
DATE <u>May 4, 20</u>	011		C.D	All
BOARD OF RECREAT	ION AND PARK COMM	IISSIONERS		
SUBJECT: PARK TELECO	PROPERTY – MMUNICATION EQUII		OF	CELLULAR
R. Adams	K. Regan			
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V. Israel	N. Williams	7 y Cene	Lom ral Manag	
Approved	Disapproved		Withdr	U awn

<u>RECOMMENDATIONS</u>:

That the Board:

- 1. Select an option for the pricing of cellular installations on park property;
- 2. Select an option for increased flexibility in regards to cellular installations on park property; and,
- 3. Instruct staff to return to the Board with a Master Lease Agreement, Site Lease Agreement, policies and guidelines which reflect the Board's selections for pricing and flexibility options.

<u>SUMMARY</u>:

The Board of Recreation and Park Commissioners (Board) has long recognized the need for policies and guidelines to consistently direct the installation of cellular telecommunication equipment on park property. As evidenced by the 2007 fire in Griffith Park, a lack of cellular facilities can disrupt rescue and fire-fighting efforts, becoming a public safety issue. Hikers and general park users within larger City parks may be unable to communicate in the case of an emergency. Attempts made to develop citywide regulations regarding these installations, (Mayoral Executive Directive No. 2001-38, issued on May 10, 2001) have not been successful. At least two Departments, the Department of Public Works, Bureau of Engineering (BOE) and the Department of Water and Power (DWP), have developed policies of their own on the granting of permits in various right-of-ways.

PG. 2 NO. <u>11–119</u>

As well as BOE and DWP, Department of Recreation and Parks (RAP) receives many requests for telecommunication placements. In spite of a previous call for a coordinated, uniform City policy that would protect the interests of all City entities, it may be prudent for the Board to approve procedures and guidelines for telecommunication placements as well as a Master Lease Agreement and Site Lease Agreement tailored to meet RAP's needs. However, RAP will continue to work closely with other City Departments towards the goal of an uniform policy.

The Board has recognized the need for comprehensive guidelines since at least 1998. In that year the Board approved a set of guidelines or regulations applicable to telecommunication service providers but acknowledged that further action would be needed to implement a fully-developed policy (Report No. 410-98). The approved Report raised several issues including the desirability of incorporating antennas into a building's façade or on a utility pole or water tank as opposed to a free-standing installation. The design plans of firms were to be reviewed and input obtained from the affected Council Office and nearby community. As for fees, it was recommended that both rent and staff administrative time be charged and that the agreement contain renewal options which, when exercised, would allow for rate increases.

In approving the 1998 Report, the Board directed that the guidelines be amended to take into account comments made during the meeting by both the public and the Commissioners. In response to this directive and the realization that RAP needed to clarify certain wording, the guidelines were revised in May 2001. This version was not presented to the Board because the Mayor's Executive Directive, which called for a Citywide policy, had just been issued. Staff later revised those guidelines in October 2002 and presented them to the Board in November 2002 (Board Report No. 02-401). Neither the May 2001 nor the October 2002 guidelines included specifics on a fee structure for applications or rents, nor a clear process for the approval of telecommunication installation requests.

On October 2, 2010, RAP staff recommended the adoption of policies, guidelines, Master and Site Lease Agreements for the installation of cellular equipment on park property. Unbeknownst to staff at that time the Department of General Services (GSD) had commissioned a study on the market rates for the installation of cellular equipment. Upon learning of this study, the Board Report was withdrawn from consideration so that RAP staff could revise the proposed fee structure to accurately reflect the information contained in that market rate study. On February 2, 2011, RAP staff presented again the policies, guidelines, Master Lease Agreement, and Site Lease Agreement to the Board for consideration, including the revised rates reflecting the market rate study. However the Board requested additional information in regards to pricing options and increased flexibility in revising prices as needed.

PG. 3 NO. <u>11–119</u>

Staff has contacted numerous surrounding municipalities to determine both what other civic entities charge for the installation of cellular equipment on publicly owned lands and what types of flexibility is included in their leases. In general it appears that older leases contain lower lease amounts and less flexibility in the leases. More recent installations have terms more favorable to the municipality. Exhibit A is a summary of those findings. It should be noted that the size, scale, and scope of our RAP facilities far outweigh those of surrounding cities.

Staff is requesting that the Board select from the following options in regards to pricing and flexibility and then instruct staff to revise the proposed policies, guidelines, Master and Site Lease Agreements to reflect those selections.

PRICING:

Option 1:

That the Board adopt the rates as proposed on February 2, 2011, and which reflect the proposed pricing as presented in the market rate analysis commissioned by the GSD. Those rates range from \$2,200 to \$3,100 per month, depending on which zone they are located within, and include a three percent (3%) increase in rents per year.

Option 1 Discussion:

Pros: These proposed rates are an average of the recommended rates, by zone, and are reflective of single market rate installations. This structure recognizes that certain areas of the City are more desirable to applicants than others and reflects that fact by assigning different rates to different parts of the City.

Cons: These rates may be prohibitive to a large number of installations per applicant. RAP may receive maximum dollars for a few installations but may receive less money overall as applicants may seek less expensive alternatives for some sites.

Option 2:

That the Board adopt the rate of \$2,000 per month as proposed on October 2, 2010.

Option 2 Discussion:

Pros: This is the same rate as is currently charged by the DWP and would lend consistency across City Departments. Utilizing these fees may also make RAP more competitive versus other City Departments who choose to utilize the market rate study.

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Cons: This fee structure does not reflect the fact that certain areas of the City are more desirable to applicants than others. This structure does not reflect the information contained within the market rate study commissioned by the GSD. Additionally, the DWP has indicated that in the future they will be putting available sites out to bid in a competitive process, indicating that their current pricing structure is considered outdated.

Option 3:

That the Board adopt a tier-based fee structure whereby applicants would receive a lower rate for installations beyond a certain amount. For example, an applicant may pay a certain rate for the first 10 applications, a reduced rate for the next 10 applications, and a further reduced rate for any subsequent applications.

Option <u>3 Discussion</u>:

Pros: This option may maximize the number of applications.

Cons: This option may require additional staff time and resources. This option does not provide certainty as to the amount of revenue that may be generated by individual applications. This option also incentivizes applicants to target initial applications to lower valued areas of the City in order to discount rates in other areas. This option may lead to an unintended environmental justice consequence.

Option 4:

That the Board require each applicant to negotiate with the RAP to determine an appropriate market rate for each individual proposed installation, including a consultation with a professional appraiser.

Option 4 Discussion:

Pros: This option will provide the RAP with the highest rate for each individual installation.

Cons: This option does not provide certainty to applicants. This option will extend the length of time that each application will require as well as make the application process more expensive. This option may require that the RAP go through an RFP process in order to select the appraiser who will evaluate each application which would extend the time before which cellular applications can begin to be received.

PG. 5 NO. <u>11-119</u>

Pricing Discussion:

Staff is in favor of option 1. This option will provide certainty to applicants and the Board as to the amount of money to be charged per application while recognizing that there are certain areas of the City which are more desirable to applicants than others, thus leaving less money on the table. The large number of potential sites makes RAP a very desirable Department for applicants to work with while trying to build their 4G networks. Regardless of pricing option staff recommends a 3% per annum increase in rental amount for the life of the lease.

FLEXIBILITY:

Option 1:

That the Board approve the terms included in the Master Lease Agreement and Site Lease Agreement as presented on both October 2, 2010 and February 2, 2011. The terms for individual applications are for a five (5) year lease with the option for an automatic renewal for three (3) additional five (5) year terms.

Option 1 Discussion:

Pros: The potential length of time that any one individual installation would be under a Site Lease Agreement is 20 years. That length of time was requested by cellular providers as a way to provide certainty that any capital infrastructure investment has sufficient time to recoup those capital costs. Each year would have an automatic increase in rents (staff recommends 3% per annum), thus reducing the amount of staff time and resources devoted to ongoing leases.

Cons: The length of time that an installation would be under a single lease would limit the ability to bring the rents in-line with market rents should there be a severe market correction.

Option 2:

That the Board eliminate the automatic renewal for the Site Lease Agreements, thus allowing rent pricing to be revisited every five (5) years.

Option 2 Discussion:

Pros: This option would allow the RAP to revisit individual installation pricing agreements every five (5) years.

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Cons: This option does not provide the long-term certainty to applicants that their capital investment generally requires. Should the market prices drop over the five (5) year term the RAP could end up losing potential revenue. Additionally this option would require greater staff time and resources to implement.

Flexibility Discussion:

Staff is in favor of option 1. Staff recommends that the pricing terms be removed from the Master Lease Agreement and be incorporated solely into the Site Lease Agreement. This would allow the Board to revisit and readjust pricing for new installations at an on-needed basis, adjusting the prices either up or down as the market requires. However, this option would still provide certainty to applicants that their capital costs would be recovered and require less staff time and resources to renegotiate all installations every five (5) years.

Staff has determined that the CEQA review process will be completed through the Conditional Use Permit application process once guidelines, procedures, Master and Site Lease Agreements have been approved by the Board at a later date.

FISCAL IMPACT STATEMENT:

There shall be no fiscal impact to the Department's General Fund as the application fees for individual Site Lease Agreements shall be sufficient to cover staff costs for review. Approved telecommunication installations shall be a revenue generating use through the collection of rents as included in each approved Site Lease Agreement.

This Report was prepared by Melinda Gejer, City Planning Associate, Planning and Construction.

Exhibit A

Cellular installations on Publicly Owned Properties in Cities in the Los Angeles Area

Beverly Hills: There are many installations in Beverly Hills on public property such as City Hall, fire-stations, libraries, and the public rights-of-way. For those not located within the public rights-of-way (approximately 20-30) leases are individually negotiated and range from approximately \$2,000 to \$3,300 per month. Some of these leases have set percentage increases and some are indexed to the Consumer Price Index (CPI). Typical leases are for five (5) years with four (4) five (5) year options to renew for a total of 25 years.

Burbank: The City of Burbank Water and Power (BWP) has one lease. The lease is for \$1,800/month for a ten (10) year base lease with two (2) ten (10) year options to renew. At each renewal term the rate will increase by either 25% or an increase tied to the Consumer Price Index (CPI) whichever is higher. Should the increase be 25%, compounded, at each ten (10) year interval the cellular company will be paying \$2,812.50 per year for the final ten (10) years of their lease.

Carson: One City-owned property has one cellular installation, however, that is a sub-lease to another lessee of the City's property. The City purchased the property and then leased it back to the original owner as part of a redevelopment arrangement. No financial or lease information was available.

El Monte: Either has no leases on publically owned lands or no information is available.

Glendale: The Glendale Parks and Recreation Department has several cellular installation leases. Originally they were charging approximately \$1,800/month, however at the end of the first lease option the rate was increased to \$3,000/month with a four percent (4%) annual increase. Their leases are for a ten (10) year base with two (2) five (5) year options to renew, for a total of 20 years.

Inglewood: Either has no leases on publically owned lands or no information is available.

Long Beach: Either has no leases on publically owned lands or no information is available.

Pasadena: Either has no leases on publically owned lands or no information is available.

Santa Clarita: No current leases on public land although one negotiation is underway at a park site. That negotiation has been ongoing for approximately two years.

Santa Monica: Either has no leases on publically owned lands or no information is available.

South Gate: The City of South Gate has two (2) leases on publically owned land. The first is for \$1,650/month to start with increases tied to the Consumer Price Index (CPI). The lease term is for 20 years. The second also starts at \$1,650/month but has a 4% per year escalator and the lease term is for 20 years. The second lease also requires that the lessee allows the City to co-locate on the lessee's equipment at no cost so long as there is no signal interference.

Thousand Oaks: Either has no leases on publically owned lands or no information is available.

REPORT	OF GENERAL MANAGER	NO1	1-120
DATE	May 4, 2011	C.D	4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PAN PACIFIC PARK – AMENDMENT TO LEASE AGREEMENT BETWEEN LOS ANGELES MUSEUM OF THE HOLOCAUST AND CITY OF LOS ANGELES

R. Adams H. Fujita	 K. Regan *M. Shull	ma			
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			' Gen	eral Manager	
Approved _	 	Disapproved	V	With d rawn	

<u>RECOMMENDATIONS</u>:

That the Board:

- 1. Approve a proposed Amendment to the Lease Agreement, substantially in the form on file in the Board Office, between the Los Angeles Museum of the Holocaust and the City of Los Angeles (City) for the use of a portion of the City's Pan Pacific Park for the construction and operation of the Holocaust Museum, subject to the approval of the Mayor and the City Council and the City Attorney as to form;
- 2. Direct the Board Secretary to transmit the proposed Amendment to the Mayor's Office for review pursuant to Executive Directive No. 3, and to the City Attorney for review and approval as to form; and,
- 3. Authorize the Board President and Secretary to execute the Amendment upon receipt of the necessary approvals.

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SUMMARY:

On May 16, 2007, the Board approved (Board Report No. 07-111) the relocation of the Los Angeles Museum of the Holocaust (Museum) to a portion of Pan Pacific Park. By the same action, the Board also approved a 50-year lease agreement for the use of a portion of Pan Pacific Park for the construction at the Museum's sole cost of the Museum building. Construction on the Museum began in October 2008 and was completed in late 2010, with a certificate of occupancy being issued in October of the same year.

The Museum is requesting the lease agreement be amended to allow the Museum to operate on Saturdays and Sundays. The proposed lease Amendment will modify Section 5.2.1 of the lease to delete the phrase that reads: "and shall be closed on Saturdays as well in accordance with the Jewish Sabbath." The new section shall read: "The Holocaust Museum shall be open to the general public on a year round basis no less than two-hundred and fifty (250) days per year and serve the public of Los Angeles (January 1 through December 31).

The proposed Amendment will also amend Section 19.2 of the lease and change the address where the Museum and the Department of Recreation and Parks receive legal notices. Their respective new addresses are as follows:

The Museum: Los Angeles Museum of the Holocaust 100 South The Grove Drive Los Angeles, CA 90036

The City:

City of Los Angeles Department of Recreation and Parks 221 North Figueroa Street, Suite 1510 Los Angeles, CA 90012

The Department's staff has received several letters from members of the neighboring community expressing concerns about the lack of parking in the area. These community members expressed opposition to the Museum's request to expand their operations to Saturdays and Sundays because parking at the Pan Pacific Park Recreation Center could be impacted by allowing the Museum to operate as requested. The Museum is required to provide twenty-eight (28) parking spaces. Parking for museum patrons will be provided on site in the Museum's underground parking garage. An additional fifty (50) parking spaces will be provided at the CBS Television Network (CBS) parking lot located at 7800 Beverly Boulevard, Los Angeles, California pursuant to a separate agreement between the Museum and CBS. The Museum will station staff near the Pan

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Pacific Recreation Center's parking lot for the purpose of directing Museum patrons to park at either the underground parking garage or at the CBS parking lot.

FISCAL IMPACT:

There is no fiscal impact to the Department's General Fund resulting from the approval of the proposed Amendment.

This report prepared by Cid Macaraeg, Sr. Management Analyst II, Real Estate and Asset Management, Planning, Construction and Maintenance Branch.

NO.____11-121

DATE May 4, 2011

C.D. ____ALL____

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: COMMUNITY OPERATED OPEN SPACES – POLICY ON COMMUNITY OPERATED OPEN SPACE, AND OPERATING GUIDELINES FOR SELF-OPERATED COMMUNITY GARDENS – PROPOSED CHANGES TO SCHEDULE OF RATES AND FEES FOR COMMUNITY GARDEN FACILITIES – OPERATION OF THE DEPARTMENT'S COMMUNITY GARDEN PROGRAM

R. Adams	 K. Regan			
H. Fujita	 *M. Shull 2	122		
V. Israel	 N. Williams			$\cdot \rightarrow 1$
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			Genera	al Manager X
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Approved	 	Disapproved	v	Withdrawn

<u>RECOMMENDATIONS</u>:

That the Board:

- 1. Approve the proposed Community Operated Open Space Policy, (attached as Exhibit A), which concerns the development, operation, and maintenance of public parkland in partnership with individuals, entities, or organizations, and in accordance with the Board's Policy on Partnerships;
- 2. Approve the proposed Operating Guidelines for Self-Operated Community Gardens, (attached as Exhibit B), which provides uniform operating guidelines for community garden sites managed by the Department of Recreation and Parks (RAP);
- 3. Approve the changes to the Community Garden Plots section of the Schedule of Rates and Fees as outlined in the body of this report and the attached schedule (Exhibit C), effective July 1, 2011 and subject to the approval of the U.S. Army Corps of Engineers, where applicable;
- 4. Authorize staff to amend the Schedule of Rates and Fees to incorporate these changes;

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- 5. Take the following actions regarding Eastside Community Garden:
 - A. Direct staff to transition Los Angeles Conservation Corps (LACC) to a Partnership Agreement for the operation and maintenance of Eastside Community Garden, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy; and,
 - B. Direct staff to return to the Board for final authorization to execute a Partnership Agreement with LACC for the operation and maintenance of Eastside Community Garden.
- 6. Take the following actions regarding El Sereno Community Garden:
 - A. Direct staff to terminate the lease between RAP and LACC;
 - B. Direct staff to transition LACC to a Partnership Agreement for the operation and maintenance of El Sereno Community Garden, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy; and,
 - C. Direct staff to return to the Board for final authorization to execute a Partnership Agreement with LACC for the operation and maintenance of El Sereno Community Garden.
- 7. Take the following action regarding Expo Center Urban Garden:
 - A. Direct staff to continue to self-operate Expo Center Urban Garden.
- 8. Take the following actions regarding Howard Finn Community Garden:
 - A. Direct staff to terminate the Operating Agreement between RAP and LACC;
 - B. Direct staff to develop a conceptual design plan for Howard Finn Community Garden; and,
 - C. Direct staff to identify opportunities to establish a partnership for the operation and maintenance of Howard Finn Community Garden, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy.

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- 9. Take the following actions regarding Little Green Acres Community Garden:
 - A. Direct staff to cease operation of Little Green Acres Community Garden;
 - B. Direct staff to develop a conceptual design plan for Little Green Acres Community Garden; and,
 - C. Direct staff to identify opportunities to establish a partnership for the operation and maintenance of Little Green Acres Community Garden, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy.
- 10. Take the following actions regarding North Weddington Hidden Garden:
 - A. Direct staff to terminate the Right of Entry Permit between RAP and Rio Vista Elementary School;
 - B. Direct staff to transition Rio Vista Elementary School to a Partnership Agreement for the operation and maintenance of North Weddington Hidden Garden, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy; and,
 - C. Direct staff to return to the Board for final authorization to execute a Partnership Agreement with Rio Vista Elementary School for the operation and maintenance of North Weddington Hidden Garden.
- 11. Take the following actions regarding Ocean View Farms:
 - A. Direct staff to terminate the Right of Entry Permit between RAP and Metropolitan Neighborhood Garden and Farm, Inc;
 - B. Direct staff to transition Ocean View Farms, Inc., to a Partnership Agreement for the operation and maintenance of Ocean View Farms, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy; and,
 - C. Direct staff to return to the Board for final authorization to execute a Partnership Agreement with Ocean View Farms, Inc., for the operation and maintenance of Ocean View Farms.

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- 12. Take the following action regarding Orcutt Ranch Community Garden:
 - A. Direct staff to continue to self-operate the Orcutt Ranch Community Garden; and,
 - B. Direct staff to identify opportunities to establish a partnership for the operation and maintenance of Orcutt Ranch Community Garden, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy.
- 13. Take the following actions regarding Rodger Jessup Garden Plots:
 - A. Direct staff to transition Project Youth Green, Inc., to a Partnership Agreement for the operation and maintenance of the Rodger Jessup Garden Plots, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy; and,
 - B. Direct staff to return to the Board for final authorization to execute a Partnership Agreement with Project Youth Green, Inc., for the operation and maintenance of Rodger Jessup Garden Plots.
- 14. Take the following action regarding Rose Hills/Debs Community Garden:
 - A. Direct staff to cease operation of Rose Hills/Debs Community Garden;
 - B. Direct staff to develop a conceptual design plan for Rose Hills/Debs Community Garden; and,
 - C. Direct staff to identify opportunities to establish a partnership for the operation and maintenance of Rose Hills/Debs Community Garden, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy.
- 15. Take the following action regarding Sepulveda Garden Center:
 - A. Direct staff to continue to self-operate the Sepulveda Garden Center; and,
 - B. Direct staff to identify opportunities to establish a partnership for the operation and maintenance of Sepulveda Garden Center, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy.

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- 16. Take the following actions regarding Solano Canyon Community Garden:
 - A. Direct staff to transition Solano Canyon Garden Association, Inc., to a Partnership Agreement for the operation and maintenance of the Solano Canyon Community Garden, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy; and,
 - B. Direct staff to return to the Board for final authorization to execute a Partnership Agreement with Solano Canyon Garden Association, Inc., for the operation and maintenance of Solano Canyon Community Garden.
- 17. Take the following actions regarding Wattles Farm:
 - A. Direct staff to terminate the Right of Entry Permit between RAP and Wattles Farm and Neighborhood Gardeners, Inc.;
 - B. Direct staff to transition Wattles Farm and Neighborhood Gardeners, Inc. to a Partnership Agreement for the operation and maintenance of the Wattles Farm, in accordance with the Board's Policy on Partnerships and the proposed Community Operated Open Space Policy; and,
 - C. Direct staff to return to the Board for final authorization to execute a Partnership Agreement with Wattles Farm and Neighborhood Gardeners, Inc., for the operation and maintenance of Wattles Farm.

SUMMARY:

On January 5, 2010, the Board of Recreation and Park Commissioners (Board) directed staff to develop a comprehensive policy for the Department of Recreation and Parks' (RAP) community gardening program and to return to the Board for adoption of said policy (Board Report 11-012). Additionally, the Board suspended the billing due date for community garden plot fees until after a study had been completed by staff and all changes, if any, to RAP's schedule of rates and fees had been adopted by the Board.

In response to the Board's direction, staff undertook an extensive review of RAP's community garden program. As a part of this review, staff analyzed RAP's existing policies, pricing, and procedures, as well as the type and level of service being provided by RAP staff at each community garden facility. Additionally, staff met with community gardeners and representatives of community garden organizations to discuss issues related to the operation of the community gardens.

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Based on the input received through this process, staff has developed (1) a uniform program policy (the Community Operated Open Space Policy); (2) a set of operating procedures and guidelines for RAP operated community gardens (the Operating Guidelines for Self-Operated Community Gardens); and, (3) a proposed rate and fee schedule for community garden facilities. The proposed Community Operated Open Space Policy and Operating Guidelines for Self-Operated Community Gardens, as well as the proposed changes to the community garden facilities section of RAP's schedule of rates and fees are summarized below and in the attached exhibits.

Community Operated Open Space Policy

The purpose of the proposed Community Operated Open Space Policy is to establish a framework that allows individuals and organizations to partner with RAP to develop, operate, and maintain public park property in order to provide opportunities for the physical and social benefit of the people and neighborhoods. In order to support and facilitate a range of uses and programs, including community and ornamental gardens, the proposed policy is purposefully designed to be as broad and flexible as possible. For example, community gardens that provide and rent individual garden plots are permitted uses for Community Operated Open Space sites; however, the proposed policy states that they should adopt rules that extend the gardening experience to as many people as possible.

The proposed policy specifies that all Community Operated Open Space sites shall be operated in partnership with RAP, and in accordance with the Board's Policy on Partnerships. All organizations interested in operating or maintaining public park property as a Community Operated Open Space would be required to enter into a Board approved Partnership Agreement with RAP.

Finally, the proposed policy stipulates that a Community Operated Open Space site shall be nonexclusive and that the general public's access to public parkland should be maintained and protected. The specific details as to how the general public will be able to access a Community Operated Open Space site will be delineated in each individual Partnership Agreement. The policy also stipulates that RAP staff shall have access to a site at all times and shall be kept informed of any site access arrangements made by partner organizations.

The Community Operated Open Space Policy is attached hereto as Exhibit A.

Operating Guidelines for Self-Operated Community Gardens

The purpose of the proposed Operating Guidelines for Self-Operated Community Gardens is to provide a standard set of rules, regulations, and operating procedures for all community garden facilities operated by RAP. Community Gardens operated by individuals and organizations in partnership with RAP through a Board approved Partnership Agreement would not be subject to these operating guidelines. The implementation of uniform operating guidelines for RAP operated community garden facilities would provide member gardeners with certainty in program operations, and clearly identify RAP's standards and expectations for member conduct.

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Included in the proposed Operating Guidelines for Self-Operated Community Gardens are the hours of operation for the facilities, RAP's procedures relative to the assignment of vacant garden plots, regulations for the maintenance of individual garden plots and common areas, planting and watering guidelines, and basic rules regarding the conduct of members and guests.

The Operating Guidelines for Self-Operated Community Gardens also limit the number of individual garden plots to three plots per household. However, it should be noted that the Operating Guidelines for Self-Operated Community Gardens do permit those households currently assigned more than three plots to retain those assigned plots in excess of the proposed three plot limit.

At this time, there are three community garden facilities that staff recommends be operated by RAP and would therefore be subject to the proposed Operating Guidelines for Self-Operated Community Gardens: Expo Center Urban Garden, Orcutt Ranch Community Garden, and Sepulveda Garden Center.

The Operating Guidelines for Self-Operated Community Gardens are attached hereto as Exhibit B.

Community Garden Plot Rates and Fees

On July 14, 2010, the Board approved changes to RAP's schedule of rates and fees (Board Report No. 10-180). One of the fees modified in that schedule changed the annual rate to rent a community garden plot from \$25 per calendar year to \$120 per calendar year and applied that fee to nine community garden facilities within RAP's jurisdiction. The nine community garden facilities included in that schedule change were: Rose Hills/Debs Community Garden, Solano Canyon Community Garden, Eastside Community Garden, El Sereno Community Garden, Orcutt Ranch Community Garden, Sepulveda Garden Center, Rodger Jessup Garden Plots, Ocean View Farms, and Wattles Farm.

On January 5, 2011, the Board suspended the billing due date for community garden plot fees until staff completed a study of RAP's rates and fees and if changes to the schedule of rates and fees is recommended, then the schedule of rate and fees is suspended until the recommendation is adopted by the Board (Board Report No. 11-012). This report represents staff's completion of its review of RAP's schedule of rates and fees for community garden facilities.

Staff recommends that RAP's rates and fees be changed to address policy and operational issues, and to appropriately align community garden fees with the cost of services provided by RAP at each community garden facility. Staff has developed a revised rate and fee schedule for the community garden facilities that, upon the Board's approval of this report, would be made effective July 1, 2011 (Exhibit C).

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The proposed rate and fee schedule would re-align the collection of community garden fees from the start of the calendar year, January 1st, to the start of RAP's fiscal year, July 1st. Fees would be paid semi-annually, with payments being due on July 1st and January 1st of each fiscal year. Fees for newly assigned garden plots would be prorated based on the number of months remaining in each semi-annual period.

It should be noted that RAP collected community garden plot rental fees from January 1, 2010 through December 31, 2010, which means that RAP will have collected community garden plot fees for a portion of the current fiscal year, which started July 1, 2010. If the proposed rate and fee schedule is approved and adopted by the Board, RAP will not collect any community garden plot rental fees for the period of January 1, 2011 through June 30, 2011.

Rates and Fees for RAP Operated Community Garden Facilities

RAP staff analyzed RAP's current annual labor, utility, and supply costs in order to determine the estimated annual cost to RAP to operate those community garden facilities proposed to be operated by RAP. Where appropriate, staff prorated the labor, utility, and supply costs at each facility in order to equitably identify those costs associated with the operation of each community garden facility. Staff then identified where opportunities existed to create operational efficiencies through the realignment of staffing and resources. Once that exercise was complete, the anticipated annual labor, utility, and supply costs for each facility were added together then divided equally by the number of plots at each facility in order to calculate the estimated annual cost to RAP to operate each facility. A summary of the identified annual labor, utility, and supply costs for each facility annual labor, utility, and supply costs for each facility annual labor, utility, and supply costs for each facility annual labor, utility, and supply costs for each facility annual labor, utility, and supply costs for each facility annual labor, utility, and supply costs for each facility proposed to be operated by RAP, and the methodology used to calculate each facility's estimated annual operation cost, is attached hereto as Exhibit D.

Staff estimates the cost to RAP to operate the Orcutt Ranch Community Garden is \$26,215 annually, which calculates to approximately \$198 per plot per year. Staff estimates the cost to RAP to operate the Sepulveda Garden Center is \$143,227 annually, which calculates to approximately \$177 per plot per year.

The annual fee for the community garden plots has been static for many years. During staff's review of this issue the public provided a great deal of constructive input and commentary. Based upon the various comments received through this process staff is not currently recommending full cost recovery for these community garden plots. Staff recommends that the Board amend the rate and fee schedule for community garden plot rentals at only Orcutt Ranch Community Garden and Sepulveda Garden Center and implement an annual per plot rental fee of \$120 at each facility (Exhibit C) that would be paid in semi-annual installments on July 1st and January 1st of each fiscal year.

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Rates and Fees for Partner Operated Community Garden Facilities

For those community garden facilities proposed to be operated by organizations partnering with RAP, staff recommends that partnering organizations be made responsible, through individual Partnership Agreements, for all costs associated with the operation and maintenance of the community gardens, including any identified utility fees and/or use fees.

At each community garden facility currently proposed to be operated by organizations partnering with RAP, staff has identified, and estimated, the anticipated RAP staff costs and utility fees that will need to be considered. Most of the identified RAP staff costs, particularly those related to the initial development of each Partnership Agreement are expected to be one-time charges. Some of the RAP staff costs, however, will reoccur annually as they are related to required performance reviews and facility inspections. Additionally, staff investigated each of the proposed partner operated community garden facilities and determined which facilities already have designated water meters and which do not. At those facilities that currently do not have designated water meters RAP will install a new water meter or sub-meter.

Staff recommends that RAP amend the rate and fee schedule for community garden facilities and implement a use fee for each community garden facility proposed to be operated by organizations partnering with RAP (Exhibit C). While the proposed user fees would vary based on the number of garden plots provided at each partner-operated community garden facility, no per plot fees are proposed to be charged by RAP at community garden facilities operated by outside entities.

COMMUNITY GARDEN FACILITY RECOMMENDATIONS

As discussed above, staff has proposed various recommendations for each of RAP's community garden facilities including those community gardens that are currently operated by an outside group or organization on land that is either owned or leased by RAP.

Eastside Community Garden

Eastside Community Garden is located at 933 Mott Street in the Boyle Heights community of the City, in Council District 14. The community garden is located on a 1.4 acre portion of Boyle Heights Sports Center, which is owned by the City, and contains approximately 20 community garden plots. The community garden facility also has a designated water meter. The Los Angeles Conservation Corps (LACC) had a Memorandum of Agreement with RAP to operate Eastside Community Garden. This Memorandum of Agreement expired in February 2008 and is no longer operative.

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RAP staff has determined that the continued operation of a community garden at this site would be of benefit to park patrons and the surrounding community.

RAP staff recommends that LACC be transitioned to a Partnership Agreement for the operation and maintenance of Eastside Community Garden. The Partnership Agreement should be developed in accordance with the Board's Policy on Partnerships and in conformance with the Community Operated Open Space Policy.

Staff recommends that, as a part of the proposed Partnership Agreement, LACC be made responsible, at its sole costs and expense, for all utility, maintenance, and repair costs related to the operation of Eastside Community Garden. Additionally, LACC would be subject to the proposed annual use fee for partner operated community garden facilities.

El Sereno Community Garden

El Sereno Community Garden is located at 5466 Huntington Drive in the El Sereno community of the City, in Council District 14. The community garden is located on a 1.5 acre site, which is owned by the California Department of Transportation and leased to RAP, and contains approximately 25 community garden plots. The community garden facility also has a designated water meter. LACC has a sublease with RAP for the operation of the El Sereno Community Garden. This sublease agreement, which expires in April 2011, can be revoked by RAP with thirty (30) days written notice.

RAP staff has determined that the continued operation of a community garden at this site would be of benefit to park patrons and the surrounding community.

RAP staff recommends that the existing sublease between RAP and LACC be terminated and that LACC be transitioned to a Partnership Agreement for the operation and maintenance of El Sereno Community Garden. The Partnership Agreement should be developed in accordance with the Board's Policy on Partnerships and in conformance with the Community Operated Open Space Policy.

Staff recommends that, as a part of the proposed Partnership Agreement, LACC be made responsible, at its sole costs and expense, for all utility, maintenance, and repair costs related to the operation of the El Sereno Community Garden. Additionally, LACC would be subject to the proposed annual use fee for partner operated community garden facilities.

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Expo Center Urban Garden

Expo Center Urban Garden is located at 3990 Bill Robertson Lane in the Exposition Park community of the City, in Council District 8. The community garden is located on a 0.25 acre portion of the Expo Center Park, which is owned by the City, and contains 27 community garden plots. The community garden facility does not have a designated water meter; however, a water submeter could be installed. The Expo Center Urban Garden is operated by RAP.

RAP staff has determined that the continued operation of a community garden at this site would be of benefit to park patrons and the surrounding community.

Staff recommends that the Expo Center Urban Garden continue to be operated by RAP, in accordance with the proposed Operating Guidelines for Self-Operated Community Gardens. However, as the Expo Center Urban Garden is solely used as an educational learning space for the community, and community members do not have exclusive access to individual community garden plots, staff does not recommend the application of an annual rental fee for the community garden plots at this facility.

Francis Avenue Community Garden

Francis Avenue Community Garden is located at 2909 Francis Avenue in the Koreatown community of the City, in Council District 1. The community garden is located on a portion of the 0.15 acre Francis Avenue Community Garden Park, which is owned by the City, and contains 16 community garden plots. This community garden facility also has a designated water meter. Los Angeles Neighborhood Land Trust (LANLT) has a Lease Agreement with RAP for the operation of the Francis Avenue Community Garden. This Lease Agreement expires in November 2106.

RAP staff has determined that the continued operation of a community garden at this site would be of benefit to park patrons and the surrounding community.

Staff does not recommend any changes to the existing Lease Agreement between LANLT and RAP for the operation and maintenance of the Francis Avenue Community Garden as that agreement was entered into in furtherance of a Proposition K Grant Agreement between the City and LANLT.

Howard Finn Community Garden

Howard Finn Community Garden is located at 7717 Foothill Boulevard in the Sunland-Tujunga community of the City, in Council District 2. The community garden is located on a 0.3 acre portion of Howard Finn Park, which is owned by the City, and contains 30 community garden plots. The community garden facility does not have a designated water meter; however, a water sub-meter could be installed. LACC has an Operating Agreement with RAP for the operation of the Howard Finn Community Garden. This Operating Agreement expired in June 2004; however, the agreement

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stipulates that upon expiration the term will become a month to month tenancy until terminated. The site is currently being operated by a group of local community members, who are unaffiliated with LACC.

LACC has informed staff that it is no longer interested in operating the Howard Finn Community Garden. Therefore, RAP staff recommends that the existing Operating Agreement between the Department and LACC be terminated.

RAP staff has determined that the Howard Finn Community Garden is currently underutilized and may need to be redesigned to better fit the needs of the local community and the general public.

Staff recommends the development of a conceptual design plan for the Howard Finn Community Garden. The proposed conceptual plan would be developed with input from neighborhood and community organizations, other City Departments/Agencies, the Councilmember of the District, and other stakeholders as appropriate.

Little Green Acres Community Garden

Little Green Acres Community Garden is located at 10420 South Vermont Avenue in the Vermont Vista community of the City, in Council District 8. The community garden is located on portion of the 0.23 acre the Little Green Acres Park, which is owned by the City, and contains multiple community garden plots. The community garden facility also has a designated water meter. The Little Green Acres Community Garden is operated by RAP; however, community members currently do not have access to the existing community garden plots.

RAP staff has determined that the Little Green Acres Community Garden is currently underutilized and may need to be redesigned to better fit the needs of the local community and the general public.

Staff recommends the development of a conceptual design plan for the Little Green Acres Park. The proposed conceptual plan would be developed with input from neighborhood and community organizations, other City Departments/Agencies, the Councilmember of the District, and other stakeholders as appropriate.

North Weddington Hidden Garden

The North Weddington Hidden Garden is located at 10844 Acama Street in the Studio City community of the City, in Council District 4. The community garden is located on a 0.1 acre portion of the North Weddington Park, which is owned by the City, and contains 29 community garden plots. The community garden facility does not have a designated water meter; however, a water submeter could be installed. Rio Vista Elementary School has a revocable Right of Entry Permit with RAP for the operation of the North Weddington Hidden Garden. This Right of Entry Permit expires in October 2012.

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RAP staff has determined that the continued operation of a community garden at this site would be of benefit to park patrons and the surrounding community.

Department staff recommends that the existing Right of Entry Permit between RAP and Rio Vista Elementary School be terminated and that Rio Vista Elementary School be transitioned to a Partnership Agreement for the operation and maintenance of North Weddington Hidden Garden. The Partnership Agreement should be developed in accordance with the Board's Policy on Partnerships and in conformance with the Community Operated Open Space Policy.

Staff recommends that, as a part of the proposed Partnership Agreement, Rio Vista Elementary School be made responsible, at its sole costs and expense, for all utility, maintenance, and repair costs related to the operation of North Weddington Hidden Garden. Additionally, Rio Vista Elementary School would be subject to the proposed annual use fee for partner operated community garden facilities.

Ocean View Farms

Ocean View Farms is located at 3245 Grand Avenue Boulevard in the Mar Vista community of the City, in Council District 11. The community garden is located on a 6 acre site, which is owned by the Los Angeles Department of Water and Power and leased to RAP, and contains approximately 500 community garden plots. The community garden facility also has a designated water meter. Metropolitan Neighborhood Garden and Farm, Inc. has a revocable Right of Entry Permit with RAP for the operation of Ocean View Farms. This Right of Entry Permit can be revoked by RAP with thirty (30) days written notice. The site is currently being operated by an organization known as Ocean View Farms, Inc.

RAP staff has determined that the continued operation of a community garden at this site would be of benefit to park patrons and the surrounding community.

Department staff recommends that the existing Right of Entry Permit between RAP and Metropolitan Neighborhood Garden and Farm, Inc., be terminated and that the current operator, Ocean View Farms, Inc., be transitioned to a Partnership Agreement for the operation and maintenance of Ocean View Farms. The Partnership Agreement should be developed in accordance with the Board's Policy on Partnerships and in conformance with the Community Operated Open Space Policy.

Staff recommends that, as a part of the proposed Partnership Agreement, Ocean View Farms, Inc., be made responsible, at its sole costs and expense, for all utility, maintenance, and repair costs related to the operation of Ocean View Farms. Additionally, Ocean View Farms, Inc., would be subject to the proposed annual use fee for partner operated community garden facilities.

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Orcutt Ranch Community Garden

Orcutt Ranch Community Garden is located at 23600 Roscoe Boulevard in the Canoga Park community of the City, in Council District 3. The community garden is located on a 1.5 acre portion of the Orcutt Ranch Park, which is owned by the City, and contains 132 community garden plots. The community garden facility does not have a designated water meter; however, a water sub-meter could be installed. The Orcutt Ranch Community Garden is operated by RAP.

RAP staff has determined that the continued operation of a community garden at this site would be of benefit to park patrons and the surrounding community.

Staff recommends that, until such time as a partnership can be established for its operation and maintenance, the Orcutt Ranch Community Garden continue to be operated by RAP, in accordance with the proposed Operating Guidelines for Self-Operated Community Gardens. Based on the type and level of services anticipated to be provided at this site by RAP, as well as the estimated annual utility costs, staff recommends that, starting July 1, 2011, an annual rental fee of \$120.00 be applied to each community garden plot at Orcutt Ranch Community Garden.

Rodger Jessup Garden Plots

Rodger Jessup Garden Plots is located at 12467 West Osborne Street in the Pacoima community of the City, in Council District 7. The community garden is located on a 2.5 acre portion of Rodger Jessup Park, which is owned by the City, and contains approximately 60 community garden plots. The community garden facility does not have a designated water meter; however, a water sub-meter could be installed. Project Youth Green, Inc. had a Right of Entry Permit with RAP for the operation of Rodger Jessup Garden Plots. This Right of Entry Permit expired in January 2010 and is no longer operative.

RAP staff has determined that the continued operation of a community garden at this site would be of benefit to park patrons and the surrounding community.

RAP staff recommends that Project Youth Green, Inc., be transitioned to a Partnership Agreement for the operation and maintenance of Rodger Jessup Garden Plots. The Partnership Agreement should be developed in accordance with the Board's Policy on Partnerships and in conformance with the Community Operated Open Space Policy.

Staff recommends that, as a part of the proposed Partnership Agreement, Project Youth Green, Inc., be made responsible, at its sole cost and expense, for all utility, maintenance, and repair costs related to the operation of Rodger Jessup Garden Plots. Additionally, Project Youth Green, Inc., would be subject to the proposed annual use fee for partner operated community garden facilities.

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Rose Hills/Debs Community Garden

Rose Hills/Debs Community Garden is located at 3606 North Boundary Avenue in the Rose Hills community of the City, in Council District 14. The community garden is located on a 0.5 acre portion of Ernest E. Debs Regional Park, which is owned by the City, and contains 21 community garden plots. The community garden facility does not have a designated water meter; however, a water sub-meter could be installed. Rose Hills/Debs Community Garden is operated by RAP.

RAP staff has determined that Rose Hills/Debs Community Garden is currently underutilized and may need to be redesigned to better fit the needs of the local community and the general public.

Staff recommends the development of a conceptual design plan for Rose Hills/Debs Community Garden. The proposed conceptual plan would be developed with input from neighborhood and community organizations, other City Departments/Agencies, the Councilmember of the District, and other stakeholders as appropriate.

Sepulveda Garden Center

Sepulveda Garden Center is located at 16633 Magnolia Boulevard in the Encino community of the City, in Council District 5. The community garden is located on an approximately 20 acre portion of Sepulveda Basin Recreation Area, which is owned by the U.S. Army Corps of Engineers and leased to RAP, and contains 807 community garden plots. The community garden facility has a designated water meter for the portion of the facility located south of Magnolia Boulevard; however, the portion of the facility north of Magnolia Boulevard does not. Sepulveda Garden Center is operated by RAP.

RAP staff has determined that the continued operation of a community garden at this site would be of benefit to park patrons and the surrounding community.

Staff recommends that, until such time as a partnership can be established for its operation and maintenance, Sepulveda Garden Center continue to be operated by RAP, in accordance with the proposed Operating Guidelines for Self-Operated Community Gardens. Based on the type and level of services anticipated to be provided at this site by RAP, as well as the estimated annual utility costs, staff recommends that, starting July 1, 2011, an annual rental fee of \$120.00 be applied to each community garden plot at Sepulveda Garden Center.

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Solano Canyon Community Garden

Solano Canyon Community Garden is located at 545 Solano Avenue in the Solano Canyon community of the City, in Council District 1. The community garden is located on a 5 acre portion of Elysian Park, which is owned by the City, and contains approximately 30 community garden plots. The community garden facility does not have a designated water meter; however, a water submeter could be installed. Solano Canyon Garden Association, Inc. had a revocable Right of Entry Permit with RAP for the operation of Solano Canyon Community Garden. This Right of Entry Permit expired in March 2002 and is no longer operative.

RAP staff has determined that the continued operation of a community garden at this site would be of benefit to park patrons and the surrounding community.

RAP staff recommends that Solano Canyon Garden Association, Inc. be transitioned to a Partnership Agreement for the operation and maintenance of Solano Canyon Community Garden. The Partnership Agreement should be developed in accordance with the Board's Policy on Partnerships and in conformance with the Community Operated Open Space Policy.

Staff recommends that, as a part of the proposed Partnership Agreement, Solano Canyon Garden Association, Inc., be made responsible, at its sole cost and expense, for all utility, maintenance, and repair costs related to the operation of Solano Canyon Community Garden. Additionally, Solano Canyon Garden Association, Inc., would be subject to the proposed annual use fee for partner operated community garden facilities.

Wattles Farm

Wattles Farm is located at 1824 North Curson Avenue in the Hollywood community of the City, in Council District 4. The community garden is located on a 4.2 acre portion of Wattles Garden Park, which is owned by the City, and contains approximately 172 community garden plots. The community garden facility also has a designated water meter. Wattles Farm and Neighborhood Gardeners, Inc. has a revocable Right of Entry Permit with RAP for the operation of Wattles Farm. This Right of Entry Permit can be revoked by RAP with sixty (60) days written notice.

RAP staff has determined that the continued operation of a community garden at this site would be of benefit to park patrons and the surrounding community.

RAP staff recommends that the existing Right of Entry Permit between RAP and Wattles Farm and Neighborhood Gardeners, Inc. be terminated and that Wattles Farm and Neighborhood Gardeners, Inc. be transitioned to a Partnership Agreement for the operation and maintenance of Wattles Farm. The Partnership Agreement should be developed in accordance with the Board's Policy on Partnerships and in conformance with the Community Operated Open Space Policy.

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Staff recommends that, as a part of the proposed Partnership Agreement, Wattles Farm and Neighborhood Gardeners, Inc. be made responsible, at its sole cost and expense, for all utility, maintenance, and repair costs related to the operation of Wattles Farm. Additionally, Wattles Farm and Neighborhood Gardeners, Inc., would be subject to the proposed annual use fee for partner operated community garden facilities.

FISCAL IMPACT STATEMENT:

Implementation of the proposed Community Operated Open Space Policy and the proposed Operating Guidelines for Self-Operated Community Gardens will have no impact to RAP's General Fund. Implementation of the proposed changes to the Community Garden Plots section of the Schedule of Rates and Fees will result in an increase in the amount of fees collected and enable RAP to offset some of its operating costs at these facilities.

This report was prepared by Ramon Barajas, Principal Grounds Maintenance Supervisor, Melinda Gejer, City Planning Associate, and Darryl Ford, Management Analyst, of the Planning, Construction, and Maintenance Division.

DEPARTMENT OF RECREATION AND PARKS COMMUNITY OPERATED OPEN SPACE POLICY

PURPOSE

The purpose of the Community Operated Open Space Policy is to allow individuals and organizations to partner with the Department of Recreation and Parks (RAP) to develop, operate, and maintain public park property in order to provide opportunities for unstructured recreation; nature, educational, and environmental programs; and, for growing food, flowers, and ornamental plants.

POLICY

- 1. Use: Community Operated Open Spaces may be developed with community gardens, landscaped open space, and ornamental gardens. Community Operated Open Spaces are not permitted to be used for organized sports, public event space, or parking (ancillary parking is permitted). No products grown or cultivated on a Community Operated Open Space site may be sold or used for for-profit commercial purposes.
 - a. Sites operated as community gardens should adopt rules that extend the gardening experience to as many people as possible.
- 2. Operation: All Community Operated Open Spaces shall be operated in partnership with RAP, and in accordance with the Department of Recreation and Parks, Board of Recreation and Park Commissioners' (Board) Policy on Partnerships. Individuals and organizations are required to enter into a Board approved Partnership Agreement in order to be eligible to operate a Community Operated Open Space.
- 3. Access: Community Operated Open Spaces shall be non-exclusive and shall be made open to the general public in the manner described in the approved Partnership Agreement. For safety and security reasons, it may be appropriate to limit public access to portions of a Community Operated Open Space site (e.g. individual garden plots). RAP staff shall have, at all times, the ability to access a Community Operated Open Space site and shall be kept informed of all site access arrangements.

DEPARTMENT OF RECREATION AND PARKS OPERATING GUIDELINES FOR SELF OPERATED COMMUNITY GARDENS

PURPOSE

The purpose the Department of Recreation and Parks' (RAP) Community Garden Program is to provide the surrounding urban community a place to garden, to promote and practice gardening techniques, provide education and guidance to program participants (Members) in the growing of plants, recycling of waste through composting, and maintenance of green space. Members are encouraged to participate in gardening activities that benefit the community, to grow plants for food, and flowers for beautification; to be used by Members and not for sale or other commercial purposes.

<u>GUIDELINES</u>

Use:

- These guidelines are designed for use at all community garden sites and facilities that are self-operated by RAP.
- Any member who violates any of these guidelines is subject to having their membership immediately terminated.

General Hours of Operation:

- Sunrise to Sunset
- 7 days a week
- Closed Holidays

Annual Rental Fee:

Fees are paid semiannually. Fees are due on July 1st and January 1st of each year. Fees are considered delinquent if not paid by July 31st and January 31st respectively. Fees for newly assigned plots at RAP operated facilities will be prorated based on the number of months remaining in each semiannual period. Checks should be made payable to the City of Los Angeles Department of Recreation and Parks. No cash payments are accepted and the fee is non-refundable.

Garden Plot Assignment:

A waiting list is maintained by staff. When available, plots are assigned one at a time on a first come first served basis. Priority will be given to those households not currently assigned a garden plot. Any plot assigned to a Member of the garden that is not cultivated within the first two (2) weeks shall be reassigned.

The maximum number of plots per household will be limited to three (3) plots in order to extend the gardening experience to as many people as possible. Households that are assigned more than three plots at the time these guidelines are adopted shall be permitted to retain those plots in excess of the three plot maximum. Garden Plot Inheritance & Subdivision:

- No Member will reassign, subdivide, or sublet his or her plot to another person.
- No Member will lease a plot from another Member, inherit a plot from another Member, nor assume responsibility for an unassigned plot.
- Members wishing to exchange plots with another Member, or to be assigned a specific vacant plot, must notify staff in writing.
- All such changes or reassignments must be approved by staff.

Garden Plot General Regulations:

- No new trees of any kind shall be planted in any plot.
- Members will not put up any structures in their garden plot without written permission from staff.
- If Staff gives permission to put up a fence in a garden plot, it cannot be higher than 48 inches (4 feet) from the ground. The fencing should look natural to a garden setting. Members should check with staff before purchasing materials.
- Members will not store nor bring the following chemicals of any type into the garden center: lead or oil based paint, paint thinner, varnishes, lacquers and stains.
- Members will not bring pesticides, insecticides, herbicides, rodent poisons or any materials that is not organic into the garden. All organic fertilizers should be stored in sealed containers since they attract animals.
- There are to be no more than three window screens, and three plastic bottles, per garden plot. Plastic bottles must be stored on the ground.
- Members will not use fiber board, veneer board, bonded wood products, wood that has been painted, nor any lumber that has been pressure treated. These items may contain arsenic or other dangerous chemicals that will leach into the soil.
- Members will not use large water bottles, fish bowls nor aquariums in their plots.
- It is the responsibility of each Member to visit the garden's bulletin board for updates on all posted information.

Garden Plot Maintenance and Boundaries:

- Individual plots and their surrounding pathways shall be kept orderly and free of weeds, grass, dead plants and any other debris at all times.
- No planting, cultivating, digging, working, excavating, gardening, harvesting, growing, husbanding, or caring for plants, shrubs or trees shall be permitted in any area of the garden outside one's assigned plot without specific permission from staff. This applies to open areas, community areas, arbor areas, orchard areas, under or near any existing tree, along any fence, roadway or near any gate, near any meeting area or storage area.
- Adjoining pathway is defined as any walkway that surrounds the garden plot.
- Members must maintain their garden so that plants, weeds or other vegetation do not obstruct pathways or walkways.
- Members are responsible to weed/remove vegetation to the center of any walkway surrounding the perimeter of their garden plot.

- New Members must have their plots cleared and start cultivation within two (2) weeks of the plot assignment, weather permitting. Failure to maintain their plots and adjoining pathways to the satisfaction of staff or to start cultivation within two (2) weeks will result in forfeiture of the garden plot.
- Members shall not allow plants to hang over into pathways or neighboring plots, nor to grow roots or runners into pathways or neighboring plots. All new plantings or berries that send out underground roots shall be kept 18" from any bordering plot.
- Members shall not allow any plant, existing tree, shrub, vine or structure to be of such height as to cast shade on another plot. If a Member does not respond within two (2) weeks to a notice to correct such a situation, staff shall be empowered to cut, prune, adjust, trim, alter or remove any or all such plants, existing trees, shrubs, vines, or structures without requiring permission or further notification to the member.
- No Member shall maintain a trash heap, collect debris, or store non-gardening related materials and belongings in his or her assigned plots, or in any other area of the Garden. If a Member does not respond within two (2) weeks to a notice to remove all trash, debris or non-gardening related materials and belongings, staff shall be empowered to remove and dispose of all such items without requiring permission or further notification to the Member.
- Members are encouraged to maintain compost piles in their assigned plots. The piles must be made only of organic materials, and provided that such compost piles are regularly attended, are not unsightly, do not become foul, putrid, rotting, reeking, rancid, sour, spoiled, or attract flies, roaches, vermin or other scavengers. If a Member does not respond within two (2) weeks to a notice to clean up or remove an unpermitted compost pile, staff shall be empowered to remove and dispose of all or any part without requiring permission or further notification to the Member.
- Individual plots shall not be allowed to expand beyond their assigned boundaries. Staff shall have the authority to determine the exact boundaries of any individual plot, and to require members to conform to such boundaries within a two (2) week period.
- Members going on vacation or who plan to be away for more than two (2) months must notify staff and make arrangements to have their plots tended in their absence. Members planning to be away longer than two (2) months may have to relinquish their plots for reassignment and may be given priority in the assignment of a new plot upon their return.

Garden Plot Planting Guidelines:

- Only fruits, vegetables, flowers and herbs shall be grown or raised in plots. Members shall not plant or raise trees in their plots nor raise animals anywhere on the garden property.
- Trees are prohibited, and landscape foundation plants are not suitable in the community garden.
- Commercial growing is not permitted.
- Plants may not exceed six (6) feet in height so that plants do not encroach upon nor shade adjacent garden plots or pathways, and must not be in a container larger than 15 gallons.

Garden Plot Watering Guidelines:

• Alterations to any water faucets for irrigation purposes are strictly prohibited. When watering, Members must always have a shut off valve attached to the hose. There are no exceptions.

Member Conduct:

- Good conduct and civil procedure shall prevail at all times.
- Physical violence in any form is prohibited on the premises of the garden. Any Member who uses physical violence for any reason will have their membership terminated immediately.
- Members who disturb the peace, engage in vandalism, malicious mischief, or who do malicious injury to any plants or crops will have their membership terminated immediately.
- Smoking anywhere in the garden is prohibited.
- No Member or guest shall pick or remove any plant, vine, existing tree, bush, flower, fruit, vegetables, tool, equipment, lumber, hose, earth or material of any kind from another Member's plot without permission. Nor shall any Member or guest pick or remove any of the same from any community area open area, orchard area, avocado grove or any other area not specifically assigned to him or her. Any Member violating this rule will have his or her membership immediately terminated.

Member Guests & Children:

- Members are responsible for the conduct of any guests or children brought into the garden.
- Each Member is responsible for the conduct and safety of all guests or helpers they invite into the garden. In addition, each Member shall be liable for any and all damage they caused to another's plot, whether accidental or not, and for any and all damage caused to another's plot by any guests, helpers or children invited into the garden.
- The following rules regarding children shall be strictly enforced: No running in the garden. No climbing trees, posts, structures, gates or fences. No riding in wheelbarrows, no riding bicycles, tricycles, skateboards, skates, rollerblades or any other vehicles, carts or buggies. No picking or handling of flowers, vegetables, plants or produce of any kind except in their parent's plot. Children may not handle, use, work or play with any tools, hoses or equipment in any area at any time except under direct parental supervision.
- Indemnification: Each Member shall indemnify and hold harmless the City for any injury claimed or actual occurring to any child or guest, whether or not they are in the garden by invitation.
- Assumption of Risk: Each Member shall advise the parents of each child or guest that they will be in a garden and that they are invited at their own risk.

Member Animals:

- Members are responsible for the conduct of any animal brought into the garden.
- All animals must be kept on a leash at all times.

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Notifications and Communications: It is the Member's responsibility to provide staff with their current address and telephone number. Staff must be notified when a Member desires to relinquish their garden plot.

• All notices sent by the City of Los Angeles are considered to have been served when either delivered personally, or three (3) days after being deposited with postage paid in the U.S. Mail. Failure of the member to correct a violation within two (2) weeks of the mailing date of the Notice of Non-Compliance will result in forfeiture of the plot. The Member may contact staff to advise the City of any extraordinary circumstances leading to the violation and /or prevention of correction of the violation. The Member may also contact staff to ascertain the decision of RAP. Upon forfeiture, staff will reassign the garden plot to the person at the top of the waiting list, and all crops, produce, and/or other property within the plot shall be dispersed at the discretion of staff.

EXHIBIT C

<u>COMMUNITY GARDEN PLOTS FACILITIES RATES AND FEES</u> (Revised 07/10 05/11)

<u>FEES</u>

Community Garden Facilities are subject to the stated fees. Community Garden Plots **Facilities** that are **self**-operated by the City of Los Angeles Department of Recreation and Parks (**RAP**) are listed below: and subject to the stated fees:

Rose Hills Park Solano Canyon at Elysian Park Eastside Community Garden at Boyle Heights R.C. El Sereno Orcutt Ranch Community Garden Sepulveda Garden Center Roger Jessup Ocean View Farms (Cheviot Hills) Wattles Farm

FEES (PER PLOT) - RAP SELF-OPERATED GARDEN FACILITIES

Enrollment Fee	\$15.00
Monthly-Rental-Fee	
Semiannual Rental Fee	\$60.00 (\$120 annually)

RAP self-operated Garden Facility Plot Fees are paid semiannually. Fees are due on July 1st and January 1st of each year. Fees for newly assigned plots at RAP self-operated facilities will be prorated based on the number of months remaining in each semiannual period.

FEES (PER FACILITY) - PARTNER OPERATED GARDEN FACILITIES

Number of Garden Plots	<u>Use Fee</u>
1 - 50	\$ 100.00 Per Year
51 - 250	\$ 500.00 Per Year
251 - Over	\$1,000.00 Per Year

Partner Operated Garden Facility Use Fees are paid annually. Fees are due on July 1st of each year.

PAYMENT OF FEES

Fees are \$10 per month paid at the beginning of each month or \$120 paid annually at the beginning of each year, which is always January 1st. Year-end is always 12/31. Checks should be made payable to the City of L.A. Recreation and Parks.

Checks should be made payable to the City of L.A. Department of Recreation and Parks. Fees are to be deposited **into** in the Department of Recreation and Parks General Fund.

EXHIBIT D

DEPARTMENT OF RECREATION AND PARKS SELF OPERATED COMMUNITY GARDENS COST ANALYSIS SUMMARY

Department of Recreation and Parks (RAP) staff analyzed RAP's current annual labor, utility, and supply costs in order to determine the estimated annual cost to RAP to operate those community garden facilities proposed to be operated by RAP. Where appropriate, staff prorated the labor, utility, and supply costs at each facility in order to equitably identify those costs associated with the operation of each community garden facility.

Orcutt Ranch Community Garden

Cost Analysis:

- <u>Utilities</u>: \$2,772 Annually. Staff has prorated the annual utility cost to 25% of the annual total based on an estimate of the percent being used to support the operation of the community garden. Prorated Utility Cost = \$693
- <u>Materials and Supplies</u>: \$960 Annually. Staff has prorated the annual materials and supplies cost to 50% of the annual total based on an estimate of the percent being used to support the operation of the community garden. Prorated Materials and Supplies Cost = \$480
- <u>Gardener Caretaker</u>: 520 Annual Hours X \$43.30 Fully Burdened Rate = \$22,516
- <u>Sr. Gardener</u>: 52 Annual Hours X \$48.59 Fully Burdened Rate = \$2,526

Estimated Annual RAP Cost (Total) = \$26,215 Number of Plots = 132 Estimated Annual RAP Cost (Per Plot) = \$198

Sepulveda Garden Center

Cost Analysis:

- <u>Utilities</u>: \$16,423 Annually. Staff has prorated the annual utility cost to 60% of the annual total based on an estimate of the percent being used to support the operation of the community garden. Prorated Utility Cost = \$9,853
- <u>Materials and Supplies</u>: \$3,600 Annually. Staff has prorated the annual materials and supplies cost to 80% of the annual total based on an estimate of the percent being used to support the operation of the community garden. Prorated Materials and Supplies Cost = \$2,880
- <u>Gardener Caretaker</u>: 2,080 Annual Hours X \$43.30 Fully Burdened Rate = \$90,064
- <u>Sr. Gardener</u>: 416 Annual Hours X \$48.59 Fully Burdened Rate = \$20,213
- <u>Special Program Assistant II</u>: 1040 Annual Hours X \$19.44 Fully Burdened Rate = \$20,217

Estimated Annual RAP Cost (Total) = \$143,227 Number of Plots = 807 Estimated Annual RAP Cost (Per Plot) = \$177

REPORT OF GENERAL MANAGER	NO.	11-122	

DATE _____May 4, 2011 _____

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SEPULVEDA BASIN RECREATION AREA – UTILITY PAYMENT REIMBURSEMENT AND AMENDMENT TO LEASE WITH ONEGENERATION, A CALIFORNIA NON-PROFIT CORPORATION, AS RELATED TO THE CONTINUED OPERATION AND MAINTENANCE OF THE MARK TAPER INTERGENERATIONAL CENTER, A GIFT OF THE MARK TAPER FOUNDATION

R. Adams H. Fujita *V. Israel	K. Regan M. Shull N. Williams		7 seg Calenson	
Approved		Disapproved _	General Manager Withdrawn	

RECOMMENDATIONS:

That the Board:

- Approve a proposed Amendment to Lease No. C-109009, substantially in the form on file in the Board Office, between the City and ONEgeneration, a 501c(3) California non-profit corporation, authorizing ONEgeneration's request to exercise its option to renew the term of the lease of the Mark Taper Intergenerational Center for a period of ten (10) years in order that they may satisfy Proposition K Grant requirements for capital improvements and to demonstrate site control in addition to continuing to successfully provide various senior and youth programs and services to the San Fernando Valley communities, subject to the approval of Mayor, City Council, and the City Attorney as to form;
- 2. Authorize a one-time reimbursement to ONEgeneration through a Department fund and account to be identified by the Department's Chief Accounting Employee for monthly utility charges amounting to approximately \$4,800, based on utility sub-meter readings pertaining to the Department's operation of its Pedlow Skate Park, located in the Sepulveda Basin Recreation Area, which were previously paid by ONEgeneration master meter utility payments over the course of the prior 2.5 years;

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- 3. Authorize monthly payments to ONEgeneration for utility charges incurred by the Department relating to its operation and maintenance of the Pedlow Skate Park, while Lease No. C-109009 is in effect;
- 4. Approve an amendment to Section 13.1 of the lease to add a new Section 13.1.5 to provide that a default pursuant to Section 502 of the Proposition K Grant Agreement shall also constitute a default under the lease;
- 5. Direct the Board Secretary to transmit the proposed Amendment concurrently to the Mayor in accordance with Executive Directive No. 3 and the City Attorney for review and approval as to form; and,
- 6. Upon receipt of the necessary approvals, authorize the Board President and Secretary to execute the Amendment.

SUMMARY:

On August 11, 2004, the Board of Recreation and Park Commissioners (Board), in Board Report 04-231, approved a ten (10) year lease agreement with ONEgeneration, a California non-profit organization (ONE), authorizing their continued occupancy and use of the Mark Taper Intergenerational Center (Center), located within the Sepulveda Basin Recreation Area at 17400 Victory Boulevard in the community of Van Nuys. ONE has occupied the Center since 1991, successfully serving the San Fernando Valley senior and youth population through its many senior and young child based recreational programs and services. Over the years, ONE has expanded its operations with additional services and programs to better serve the needs of seniors and young children in the community. ONE currently provides a place for seniors and young children, and their families, to enhance their quality of life by congregating and socializing at the Center through various classes, services, and recreational programs. ONE provides a variety of comprehensive services for seniors, adults, and young children, such as but not limited to, childcare, adult daycare, health services, senior advocacy, support groups, volunteer opportunities, legal assistance, counseling, hot lunches, and other programs specifically designed to "empower" seniors, parents, and families.

In October 2005, the City executed a ten (10) year lease agreement (lease) with ONE so they could continue to perform their programs and services at the Center. Under the existing lease, ONE pays all operational and utility costs associated with the Center, including interior and exterior maintenance expenses. The Department has no monetary obligations at the Center. Said lease contains a ten (10) year option to renew at the point of the original ten (10) year term's expiration. At present, there remains approximately 4.5 years of the original 10 year term.

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ONE recently was awarded a Proposition K grant in the amount of \$96,000 to be used to replace twelve (12) heating, ventilation and air conditioning (HVAC) units at the Center. In order to comply with the related Grant Agreement, ONE must demonstrate a minimum of five (5) years of site control at the Center. At present, the remaining portion left on the existing lease term is less than that. Therefore, ONE has requested that the term be extended through their option to renew included in the Existing lease. Pursuant to Section 4.4 of the lease, ONE may request in writing that they be authorized to extend the current lease term for an additional ten (10) year period. Through the proposed Amendment, ONE will be allowed to exercise their option to renew the lease term for a period of 10 additional years, extending the lease through the year, 2025.

In addition, the Proposition K grant also requires that the lease contain cross-default language, essentially tying the lease and grant agreement together, so that a breech or default by ONE under the terms and conditions of the lease, will constitute a breech or default of the grant agreement, and vice-versa. The proposed Amendment will insert such language to satisfy the grant requirement.

At present, ONE operates the Center totally at its own expense, with no financial obligation whatsoever to the City. Under the proposed Amendment, ONE will continue to pay such costs and expenses in the same fashion, and the City shall continue to have no financial responsibility related to the operation or maintenance of the Center. However, it was recently discovered that the monthly utility bill that ONE has been paying to the Department of Water and Power (DWP) for ONE's utility services, includes charges generated by a sub-meter servicing the Department's Pedlow Skate Park, which is connected to ONE's master meter. The circumstances described resulted in ONE having paid the City's portion of the monthly utility charge pertaining to the skate park, for a period of approximately 2.5 years, amounting to approximately \$4,800. The Department's Valley Region Maintenance unit has discussed and evaluated the situation with ONE in detail, and concurs with ONE's assessment of the utility charges and utility charge amount pertaining to the skate park. Approval of this report and the proposed Amendment will authorize the Department to reimburse ONE for the previously paid utility charges pertaining to the Pedlow Skate Park, and to set up a process allowing the Department to reimburse ONE on a monthly basis for future Pedlow Skate Park related utility charges. The actual amount of reimbursement related to prior utility payments will be evaluated and confirmed by Valley Region Maintenance prior to actual reimbursement. ONE will continue to pay the monthly utility bill directly to DWP, then will request reimbursement from the Department. Valley Region Maintenance crews will read the sub-meter to verify the accuracy of the Pedlow Skate Park monthly utility charges.

Staff has determined that the subject project will consist of the renewal of lease to use an existing facility involving negligible or no expansion of use, and therefore, is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) of the City CEQA Guidelines.

PG. 4 NO. <u>11–122</u>

FISCAL IMPACT:

There will be no fiscal impact to the Department's General Fund associated with the proposed extension of the lease term, as all costs and expenses related to ONE's occupancy and use of the Center under the existing lease shall be paid by ONE, with no financial obligation imposed on the City. However, the Department's General Fund will be affected as the Department will now be responsible for utility charges related to the Department's operation and maintenance of the Pedlow Skate Park. The average monthly utility charge is estimated to be approximately \$138. The monthly reimbursement of Pedlow Skate Park related utility charges shall be paid from a Department fund and account to be identified by the Department's Chief Accounting Employee.

The one-time payment of \$4,800 to reimburse ONE for Pedlow Skate Park utility payments previously paid by ONE, is not related in any way to ONE's operation and maintenance of the Center. However, such payment is included in the proposed Amendment so Department staff has the authority to reimburse ONE for the previously paid Pedlow Skate Park utility charges and to reimburse ONE for future monthly utility payments pertaining to Department operations at Pedlow Skate Park.

This report was prepared by Joel Alvarez, Senior Management Analyst, Partnership Division.

REPORT OF GENERAL MANAGER	NO <u>.</u>	11-123
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DATE <u>May 4, 2011</u>

C.D. <u>ALL</u>

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: TRANSFER OF APPROPRIATIONS WITHIN FUND 302 IN THE DEPARTMENT OF RECREATION AND PARKS (RAP) FOR BUDGETARY ADJUSTMENTS



<u>RECOMMENDATIONS</u>:

That the Board:

1. Subject to the approval of the Mayor, authorize the transfer of appropriations within Recreation and Parks Fund 302, Department 88 as follows:

FROM: TOTAL	Account 1090 – Salaries-Overtime Account 2120 – Printing and Binding Account 3160 – Maintenance, Materials & Supplies Account 4430 – Uniforms Account 6010 – Office and Administrative Account 6020 – Operating Supplies	\$ \$ \$ \$ \$ 1	300,000 120,000 500,000 50,000 50,000 150,000 1,170,000
TO: TOTAL	Account 1070 – Salaries-As-Needed Account 1100 – Salaries-Hiring Hall Account 1120 – Fringe Benefits–Hiring Hall Account 3310 – Transportation	\$ \$ <u>\$</u> \$ 1	670,000 300,000 175,000 25,000 ,170,000

2. Authorize the General Manager or his designee to make technical corrections as necessary to those transactions included in this Report to carry out the intent of the transfer as stated in the Summary of this Report.

PG. 2 NO. 11–123

SUMMARY:

Due to shortages (from transfers, promotions and retirements) in craft-level staff, the Department has had to utilize hiring hall staff to perform skilled labor tasks such as electrical, plumbing, air conditioning and carpentry. Additionally, the cost for salaries and hourly rates for Hiring Hall Benefits have increased which has caused an additional financial liability for the Department. Funds are also necessary to provide mileage payments to employees utilizing their own vehicles for Department business (as required by various labor contracts).

Due to shortages of full-time personnel (from transfers, promotions and retirements), the Department has had to utilize part-time staff to perform a variety of critical functions in operations and support divisions.

Funds are available from the various accounts listed to transfer to the As-Needed and Hiring Hall Salary Accounts, and the Hiring Hall Benefits and Transportation Expense Accounts.

FISCAL IMPACT STATEMENT:

This transfer between accounts is for budgetary adjustments and has a net zero impact on the Department of Recreation and Parks' General Fund.

Report prepared by Noel Williams, Chief Management Analyst, Finance Division.

NO. 11-124

C.D. Various

DATE <u>May 4, 2011</u>

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VARIOUS COMMUNICATIONS

neral Mànager Approved Disapproved Withdrawn

The following communications have been received by the Board and recommended action thereon is presented.

From:

1) Mayor, relative to a proposed Gift Agreement with the Los Angeles Parks Foundation for a skate plaza at Westchester Recreation Center.

2) Mayor, forwarding Executive Directive No. 15

3) Mayor. forwarding Executive Directive No. 16

4) Mayor, forwarding Executive Directive No. 17

5) Mayor, forwarding Executive Directive No. 18

6) Mayor, forwarding Executive Directive No. 19

7) Councilmember Garcetti, relative to Community Operated Open Spaces.

8) Councilmember Perry, relative to Community Operated Open Spaces.

Recommendation:

Refer to staff for further processing.

Refer to General Manager.

PG. 2 NO. <u>11-124</u>

9) City Clerk, relative to the appointment of Lynn Alvarez to the Board of Recreation and Park Commissioners.	Note and file.
10) City Clerk, relative to an Amendment to the Cooperation Agreement with the Community Redevelopment Agency.	Refer to General Manager.
11) City Clerk, relative to resurfacing a parking lot in Lincoln Park.	Refer to General Manager.
12) City Clerk, relative to a budget adjustment.	Refer to General Manager.
13) City Clerk, relative to a proposed contract with Allied Remediation Services, Inc., for Chatsworth Mitigation Project.	Refer to staff for further processing.
14) Chief Legislative Analyst, forwarding the Legislative Report for the weeks ending March 18, March 25, and April 1, 2011.	Note and file.
15) Caltrans, relative to the proposed North Spring Street Bridge Improvements project.	Refer to General Manager.
16) Communicants, fifty-eight communications relative to the Los Angeles Museum of the Holocaust opening on weekends.	Refer to General Manager.
17) Communicants, six communications relative to the Iranian New Year festival held in the Sepulveda Basin.	Refer to General Manager.
18) Jack O'Reilly, relative to recycling in Westwood Park.	Refer to General Manager.
19) Kenn I. Hicks, Founder & Director, The New Social Workers, relative to a proposed Basketball Hall of Fame at Venice Beach Recreation Center.	Refer to General Manager.
20) Phil Jaurigui, relative to staging an event for charity in Pan Pacific Park.	Refer to General Manager.

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21) Mark Kulberg, relative to an encounter with another coach at Mar Vista Recreation Center.	Refer to General Manager.
22) Clark Harris, Senior Development Manager, T-Mobil, USA, relative to the proposed Lease Agreement for Telecommunications Equipment on Department Property. (Report No. 11-028)	Refer to General Manager.
23) Glenn Bailey, relative to CycLAvia.	Note and file.
24) Communicants, thirty-six communications relative to proposed fee increase for community gardens.	Refer to General Manager.
25) Craig Kessler, relative to the unavailability of the Golf Green Fees Study Informational Board Report.	Note and file. The matter was handled at the April 6, 2011 Board Meeting.
26) Luke Kohl, relative to a proposed large televised golf entertainment event at Rancho Park Golf Course.	Refer to General Manager.
27) Mark A. Rothman, Executive Director, Los Angeles Museum of the Holocaust, to the General Manager, relative to a proposed parking plan.	Note and file.
28) Two communicants, relative to a 5k Walk and Run in the Sepulveda Basin.	Note and file.
29) Joyce Dillard, relative to the proposal for allowing telecommunications equipment on Department property. (Report No. 11-028)	Refer to General Manager.
30) Mireya Magana, relative to an incident at the Griffith Observatory.	Refer to General Manager.

This report was prepared by Paul Liles, Clerk Typist, Commission Office.

MATTERS PENDING

Matters Pending will be carried for a maximum of six months, after which time they will be deemed withdrawn and rescheduled whenever a new staff report is received.

GENERAL MANAGER'S REPORTS:

ORIGINALLY	PLACED	
PLACED ON	ON MATTERS	DEEMED
BOARD AGENDA	PENDING	WITHDRAWN

None

BIDS TO BE RECEIVED:

- 5/10/11 Eagle Rock Monument Irrigation and New Landscape (W.O. #E170352)
- 5/10/11 Rosecrans Recreation Center Sports Fields Improvements and Stormwater Enhancements (W.O. #E170425F)

PROPOSALS TO BE RECEIVED:

06/07/11	Greek Theatre Concession - Request for Proposals for Consultant to Conduct a Best Business Practice Study
06/21/11	Parkland Tree Trimming and Removal Services at Various City Parks and Facilities
06/28//11	Westchester Tennis Professional Concession RFP
07/05/11	Griffith Riverside and Vermont Canyon Tennis Professional Concession RFP
07/19/11	Poinsettia Tennis Professional Concession RFP

- TBD Film Production Instruction (CLASS Parks)
- ON HOLD Hansen Dam Golf Course Professional Concession
- ON HOLD Hansen Dam Golf Course Restaurant Concession
- ON HOLD Woodley Lakes Golf Course Restaurant Concession
- ON HOLD Woodley Lakes Golf Course Professional Concession