Questions and Discussion For Director Wysocki

Submitted by Commissioner Chennault

11/19/25

Equestrian Center

11/19/25

Equestrian Center Contract is a <u>concession</u> agreement between National Equestrian Centers, Inc and city

- Concession is very different from a Lease
- Concession Agreement is here
  - https://records.huntingtonbeachca.gov/WebLink/DocView.aspx?id=5327889
- Big Question – does the agreement concessionaire allow agreement between concessionaire an the other party within the concession agreement or is a separate agreement with the city necessary?
- Last financial review as 2018 and covered 2015 – 2018
  - Found 22 of 36 months rent paid late in 2018
  - Why hasn't another review been conducted in the last 8 years?

Aspect	**Lease Agreement**	**Concession Agreement**
Purpose	Grants use of property for rent	Grants operation/management of public asset
Payment	Fixed rent	Revenue share, fees, or performance-based
Risk	Limited operational risk for lessee	Concessionaire assumes major operational/financial risk
Control	Lessee uses asset but limited changes	Concessionaire manages operations, pricing, and improvements

There appear to be many companies operating within the Equestrian Center Concession area that do not appear to have any agreements with the city

- Rick Baer Training Stables: Provides horse training services.
  - City currently has $135K 3-year contract to care for police horses – started 11/1/23
  - https://records.huntingtonbeachca.gov/WebLink/DocView.aspx?id=6497142
- Fohrman Performance Horses: Offers professional horse training.
- MNR Western Training: Another training and western riding service provider.
- HCPEC Riding School: A full-time riding school that teaches all phases of riding.
- Therapeutic Riding Center (TRC): A non-profit organization that provides equine therapy to children and adults with disabilities from across Orange and Los Angeles counties.
- Free Rein Foundation: Offers equine-assisted growth and learning programs.

Equestrian Center

- Concession agreement from 1982 to 2033 to National Equestrian center – 2 long term agreements..
- Current Concession Agreement started 7/1/2002 until 2/2/2033
- Specific Language around alcohol use at Equestrian Center Concession Page 4 of current Agreement
- https://records.huntingtonbeachca.gov/WebLink/DocView.aspx?id=5327889

CONCESSIONAIRE shall not use the premises for any purpose which is not essential to the licensed operations, except it may permit weddings and private parties on the premises. However, any event which includes the service of alcohol must follow the procedures as set forth in Huntington Beach Municipal Code regulating specific events and any amendments thereto.

02agree/equestrian amend/6/21/02 4

Equestrian Center – Alcohol OS-PR Restriction

- OS-PR Land Use Restrictions require that only restaurants with full table service can serve alcohol in Central Park
- Section 213.06 of HBMC outlines OS restrictions. The following is required to serve beer and wine in Central Park or Golf Courses
  - Note L5 - Eating and drinking establishments **with full table service**, with or without outdoor dining, located in Central Park may provide on-site sales, service and consumption of beer and wine upon obtaining a Conditional Use Permit approved by the Zoning Administrator. Public or private golf courses, with or without outdoor dining, may provide on-site sales, service and consumption of alcohol upon obtaining a Conditional Use Permit approved by the Zoning Administrator.
- Director cited HBMC around alcohol on the beach

☐ § 13.08.100 **Alcoholic Beverages—Permits—Terms.**

A. The Director may grant permits for the sale and consumption of Alcoholic Beverages under the following terms and conditions:

1. The kind or kinds of permitted Alcoholic Beverages shall be identified in the permit.
2. Each permit shall require that all Alcoholic Beverages be sold and consumed on permittee's premises, the location and area of permittee's premises to be set forth in said permit.
3. That there be compliance with all other City, county and state laws and regulations.
4. Such other terms and conditions as are reasonably required to protect the peace, health, welfare or safety of the public.
5. The permit shall not be transferable and shall be valid only on dates specified.

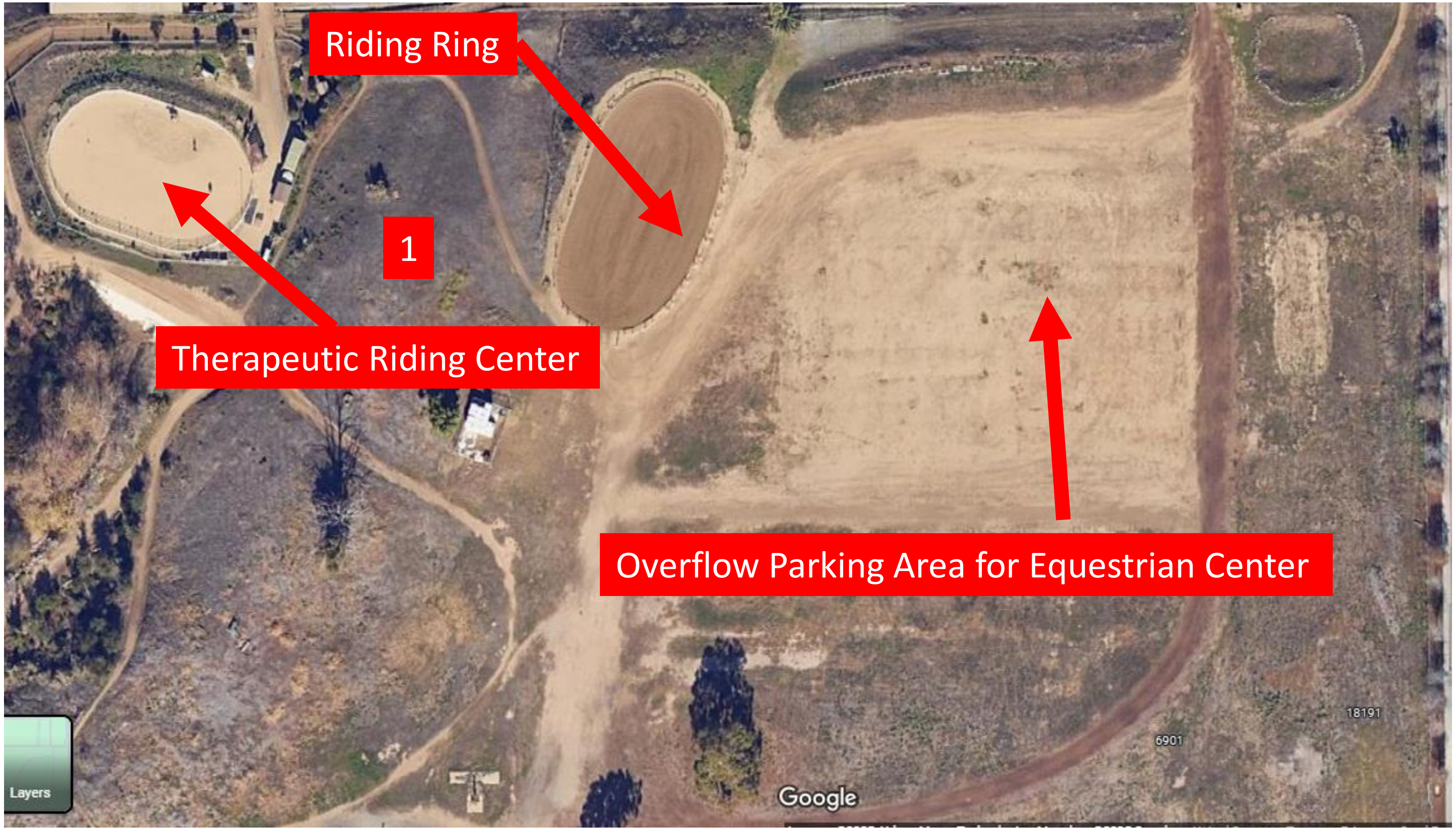
B. Nothing herein contained shall be construed as permitting the sale, purchase, distribution, or consumption of any Alcoholic Beverage on the Beach or Adjacent Beach Area, except pursuant to and as limited by a permit, as above set forth.

(769-7/60, 1306-3/67, 1588-8/70, 3603-6/03, 4118-5/17)

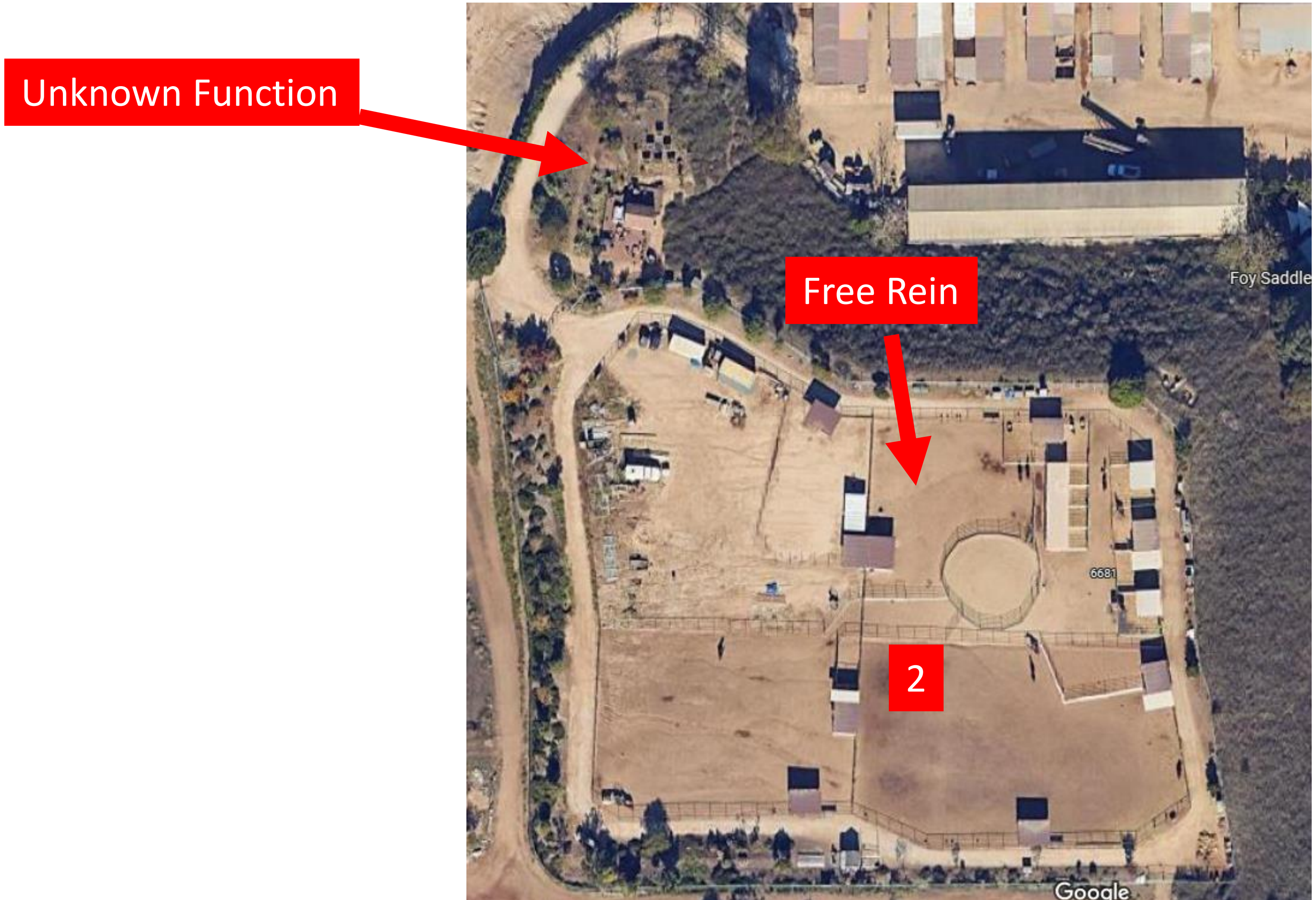
The two areas in the Red Boxes are believed to be either not part of National Equestrian Center concession and/or outside the concession area within the agreement

Image below is 1994

Detail of the Area 1 – believed to be outside of the concession agreement and in Central Park



Detail of the Area 2 – believed to be a separate organization (Horse Nation) and operating without an agreement/concession with the city



Big Question

- What is the status of these two areas and what agreements are in place with the city?

HB Sports Complex Partners

11/19/25

HB Sports Complex Partners

- HBSC Partners LLC is a private partnership created to manage the sports complex by 3 local dads with kids in travel baseball
- HBSC Partners has 3 agreements with the city
  - Agreement 1 - Service Agreement to drag and mark 6 softball fields in the parks
    - One 3 year term and two (2) one year extensions
    - 5 years total
    - Started 3/28/22 and ends 3/28/27
  - Agreement 2 - Management Agreement to manage the Sports Complex
    - 9/7/21 to 9/6/27 (3 year agreement completed and they are into the first of two 3 year extensions)
  - Agreement 3 - Lease to manage Food Concessions with the city
    - 5 year lease with possibility of two 5 year extensions
    - First term 10/3/24 until 10/2/29

Maintenance Agreements - Questions

- What is the maximum amount and duration of maintenance agreements that do not have to be approved by city council?
- Where are the budgeted line items that cover dragging the fields in our parks?
- RFP issued for field maintenance and open for 18 days only 1 proposal received – why was this not extended to get more proposals?
- Companies in the area that offer similar services
  - Diamond Sports Field
  - Merchants Landscape Services (they already cut grass for city)
  - Bill & Daves Landscape Maintenance
  - Sports Field Maintenance, LLC

1 - Field Maintenance Contract

- Fees for Field Maintenance - HBSC Partners LLC has been given a 5 year contract for approximately $538K total for dragging and chalking 6 softball fields - 2 in Murdy, 2 in Edison Park, 1 in Worthy Park, and 1 in Greer Park.
  - Current Contract ends 3/27/27 and they are paid fixed fee of $9,130 per month
  - Spring 2025 League Details - Dragged fields 68 times May – July and charged $27,390
    - $402.80 for each time dragged and marked if this is all they did
    - Unclear if they did additional drags and marking – needs validation of how many times fields were rented by for non adult rec play during that period
  - Fall 2025 Leagues Details - used Sports Complex for 213 games and used fields in our parks covered by the maintenance contract (Murdy, Greer, Edison, and Worthy for 133 games.
    - HBSC Partners billed city $27,390 for Sept – Nov 2025 to drag and mark fields
    - Assume 2 games per drag so 62 drags and marking = $441.77 per drag/mark in the fall 2025
  - Link to agreement to maintain the fields
    - https://records.huntingtonbeachca.gov/WebLink/DocView.aspx?id=5779260&searchid=cc66ab52-8ada-419e-a724-7bceb42beba6

Field Maintenance Contract – How $99K became $530K

- Original Contract for 3 years executed 3/28/22 (Delgleize) with not to exceed (NTE) $99,600 over the 3 year period and NTE of $8,200 per month
  - I can find no record of this contract discussed or approved anywhere in the Council Minutes – ever
  - See page 12 here - [HBSC Partners, LLC - 2022-03-28 (2)]
- Contract amended on 10/30/22 (Strickland) with an additional $199,200 added in the NTE with no change in scope or duration
  - I can find no record of this amendment approval in the council minutes
  - See page 7 here - [HBSC Partners, LLC - 2022-03-28 (2)]
  - An attachment B is referenced in the amendment but not present in the online record
- Second amendment on 5/5/25 (Burns) with an additional $240,000 added to contract with a NTE of $538,800 and a fixed monthly rate of $9,130 per month and a 2 year extension.
  - I cannot find any record of council approval for this amendment in council minutes
  - See pages 2 and 3 here - [HBSC Partners, LLC - 2022-03-28 (2)]
- The exhibit B references a fee of $381 per day for field maintenance when performed. This is close to what I found (I found approx. $402 charged per field)
- It appears the field are only marked and dragged once per day and not between games

Contract – 3 year – $99,600 – 3/28/22

- Original Contract 3/28/22

3. Compensation

a. City agrees to pay, and Contractor agrees to accept as total payment for its services, the rates and charges identified in Exhibit "B." The total sum to be expended under this Agreement, shall not exceed Eight Thousand Hundred Dollars ($8,300) per month during the term of this Agreement, with a total not to exceed amount of Ninety Nine Thousand Six Hundred Dollars ($99,600).

b. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

c. Contractor shall be paid pursuant to the terms of Exhibit "B."

4. Term

Time is of the essence of this Agreement. The services of Contractor are to commence 3/28/22 or as soon as practicable after the execution of this Agreement by City (the "Commencement Date") and terminate three (3) years thereafter, unless terminated earlier in accordance with the provisions of this Agreement. Contract may be extended for one (1) year term, but not to exceed two (2) additional renewal terms.if mutually agreed to in writing by both parties. The time for performance of the tasks identified in Exhibit "A" are generally to be shown in Exhibit "A." This schedule and Term may be amended to benefit the Project if mutually agreed to in writing by City and Contractor.

In the event the Commencement Date precedes the Effective Date, Contractor shall be bound by all terms and conditions as provided herein.

21 / 29 Fit width View plain text

the date of its approval by the Mayor. This Agreement shall expire when terminated as provided herein.

CONTRACTOR
HBSC PARTNERS, LLC

By:

Matt olmstead
Print name

ITS: (*circle one*) Chairman/President/ Vice President

AND

By:

Print name Ryan Gale

ITS: (*circle one*) Secretary/Chief Financial Officer/Asst. Secretary-Treasurer

CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

Barbara Delgleize
Mayor

INITIATED AND APPROVED:

Director of Community & Library Services

APPROVED AS TO FORM:

City Attorney NW

REVIEWED AND APPROVED:

City Manager

RECEIVE AND FILE:

Robin Estanislau
City Clerk 3/28/22

Original Contract – Exhibit A, No Exhibit B supplied in CPRA

EXHIBIT "A"

SCOPE OF WORK

CONTRACTOR shall provide infield maintenance and field preparation services for the CITY's athletic fields located at Murdy Park, Edison Park, Worthy Park and Greer Park.

CONTRACTOR shall furnish all labor, equipment, and supervision to provide required field maintenance and preparation services provided in, but not limited to this, Scope of Work. Best industry practices and/or best field management practices may require additional services not explicitly noted in this Agreement.

Note that fields may operate seven (7) days per week, year-round, and that CITY staff may not be available on federally observed holidays.

The CITY and CONTRACTOR shall follow all health and safety guidelines and regulations, put forth by the Federal, State, County, and other governmental health agencies. The CITY reserves the right to change the schedule due to inclement weather, natural disasters, health and safety, facility issues, or other acts beyond the control of the CITY.

The Community & Library Services Department will monitor the services provided by the CONTRACTOR. If the services are not deemed satisfactory, the CONTRACTOR will be given verbal and written notice that may affect the future use of the CONTRACTOR by the CITY or cause termination of the Agreement.

A. **CONTRACTOR Responsibilities:**

1. CONTRACTOR shall perform the following services for athletic fields as outlined in this sample schedule:
   - Daily – Drag, water, line fields (game days only), chalk infield foul lines, pitcher's and batter's boxes, clean and blow out dugouts. Hand rake infield areas along the arc to reduce berms. Field preparation work to be completed before the start of any scheduled events. Place field closure signs on fields after completion;

   - Weekly – Turf edge maintenance, nail grading (as appropriate), paint outfield line;
   - Monthly – Inspect and repair/replace base anchors, pitching rubbers, and batters boxes;
   - As needed – Fill low spots with brick dust, Turface, or similar material, and remove any berms that may occur.
   - As needed - Paint field layouts on either natural grass or synthetic turf fields prior to games;
   - As Needed - CONTRACTOR shall notify CITY of any additional maintenance needs as they arise.
2. Field Assessment – CONTRACTOR shall report to CITY field conditions/playability during inclement weather periods.
3. CONTRACTOR shall work with CITY staff to determine the necessary maintenance frequency according to field reservation schedules.
4. CONTRACTOR will provide and maintain all required equipment, tools, and supplies at CONTRACTOR'S expense. CITY may specify specific product use to maintain the integrity of CITY property or to meet environmental codes.
5. CONTRACTOR shall provide all necessary vehicles for transporting equipment and staff between field locations. CONTRACTOR shall not utilize or drive any vehicles owned by the CITY of Huntington Beach to provide services. CITY shall work with selected CONTRACTOR to develop a system for reporting field conditions.

B. **CITY Responsibilities/Exclusions:**

1. CITY shall be responsible for maintaining outfield turf, irrigation systems, or other non-playing areas, unless otherwise stated.
2. Turf replacement, import/export infield mix, and other major capital improvements are the responsibility of CITY and excluded from this Agreement.

Contract Sections – Amendment 1 - $199,200 - 10/30/23

AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
HBSC PARTNERS, LLC
FOR
OUTER FIELD MAINTENANCE PREPARATION

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "City," and HBSC PARTNERS, LLC a California Limited Liability Company, hereinafter referred to as "Contractor."

WHEREAS, City and Consultant are parties to that certain agreement, dated March 28, 2022, entitled "Service Agreement Between the City of Huntington Beach and HBSC Partners, LLC for Outer Field Maintenance Preparation" which agreement shall hereinafter be referred to as the "Original Agreement"; and

City and Consultant wish to amend the Original Agreement to increase the amount of compensation to be paid to Contractor,

NOW, THEREFORE, it is agreed by City and Contractor as follows:

1. ADDITIONAL COMPENSATION

In consideration of the services to be performed under the Original Agreement, City agrees to pay Contractor at the rates specified in Exhibit B which is attached hereto and incorporated by reference into this Agreement. City further agrees to pay Consultant an additional sum not to exceed One Hundred Ninety Nine Thousand Two Hundred Dollars ($199,200.00). The additional sum shall be added to the original sum of Ninety Nine Thousand Six Hundred Dollars ($99,600.00), for a new contract amount not to exceed Two Hundred Ninety Eight Thousand Eight Hundred Dollars ($298,800.00).

2. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions for the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on October 30, 2023.

HBSC PARTNERS, LLC

By: Matt Olmstead
print name
ITS: *(circle one)* Chairman/President/Vice President

AND

By: Ryan Erle
print name
ITS: *(circle one)* Secretary/Chief Financial Officer/Asst. Secretary - Treasurer

CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

Mayor

Robin Estanislau
City Clerk 10/30/23

INITIATED AND APPROVED:
Ashley Wysocki
Director of Community & Library Services

APPROVED AS TO FORM:
City Attorney

23-13599/321666

2

This was executed 19 months into the 36 month period of the original contract

The amount of the contract triples with only 17 months left and no change in scope or duration

It appears the city was paying in excess of the contract maximum for 7 months in 2023 and then amended the contract and tripled the amount this should be checked without changing scope or duration

Contract Sections – Amendment 2 - $240,000 - 5/25/25

AMENDMENT NO. 2 TO AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
HBSC PARTNERS, LLC
FOR
OUTER FIELD MAINTENANCE PREPARATION

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "City," and HBSC PARTNERS, LLC, a California Limited Liability Company, hereinafter referred to as "Contractor."

WHEREAS, City and Contractor are parties to that certain agreement, dated March 28, 2022, entitled "Service Agreement Between the City of Huntington Beach and HBSC Partners, LLC for Outer Field Maintenance Preparation" which agreement shall hereinafter be referred to as the "Original Agreement"; and

City and Contractor wish to amend the Original Agreement to extend the term increase the amount of compensation to be paid to Contractor,

NOW, THEREFORE, it is agreed by City and Contractor as follows:

1. ADDITIONAL COMPENSATION

In consideration of the services to be performed under the Original Agreement, City agrees to pay Consultant at the rates specified in Exhibit B which is attached hereto and incorporated by reference into this Agreement. City further agrees to pay Consultant an additional sum not to exceed Two Hundred Forty Thousand Dollars ($240,000.00). The additional sum shall be added to the original sum of Two Hundred Ninety-Eight Thousand Eight Hundred Dollars ($298,800.00), for a new contract amount not to exceed Five Hundred Thirty-Eight Thousand Eight Hundred Dollars ($538,800.00).

2. TERM

The term of the Agreement is extended for two additional years until March 27, 2027.

3. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions for the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on May 5, 2025, ~~2022.~~

HBSC PARTNERS, LLC

By: Matt Olmstead

print name

ITS: (circle one) Chairman/President/Vice President

AND

By:

EARNEST MARCHBANK

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer

CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

Mayor

City Clerk 5/5/25

INITIATED AND APPROVED:

Director of Community & Library Services

APPROVED AS TO FORM:

City Attorney

This was executed on 5/5/25 but Covers a 2 year period on 3/27/25 – 3/27/27

This appears to have been signed 6 weeks after the period of the original contract ended

Addendum 2 – Exhibit B

EXHIBIT "B"

Payment Schedule (Fixed Fee Payment)

1. CONSULTANT shall be entitled to monthly progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.

$9,130 per month

HBSC to reduce their fee by $381 per field, per week, for every week in which the field is out of commission due to maintenance.

2. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

3. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due. Such invoice shall:

A) Reference this Agreement;
B) Describe the services performed;
C) Show the total amount of the payment due;
D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
E) For all payments include an estimate of the percentage of work completed.

All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.

Each month's bill shall include a total to date. That total shall provide the total fees and costs incurred to date for the project.

A copy of memoranda, letters, reports, calculations, and other documentation prepared by CONSULTANT may be required to be submitted to the CITY to demonstrate progress towards completion of tasks. In the event the CITY rejects or has comments, on any such product, CITY shall identify specific requirements for satisfactory completion.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

4. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. All extra work or additional services will be in accordance with the extra work or additional services and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

Field Prep Invoices

Original Contract 3-28-22 19 NTE $99,600
below invoices for a total of $157,700 on original contract

4/22

HBSC Partners, LLC
18100 Goldenwest Street
Huntington Beach, CA 92648
(714) 248-6332

Invoice

INVOICE DATE: 5/11/22

Issued To: Chris Cole, City of Huntington Beach, ccole@surfcity-hb.org, 714-536-5265
Invoice # 22051101
Due date 6/11/2022

Description	Total price
Monthly Field Preparation and Maintenance Services (4/1/22-4/30/22)	$8,300.00
Subtotal	$8,300.00

Total Due: $8,300.00

OP/OC/OD/OJ/OW# 22188
Supplier # 75063
Order Co # 0100
2-way or 3-way
Account # 10045403.67400
Approved
PV # Batch #

5/22

HBSC Partners, LLC
18100 Goldenwest Street
Huntington Beach, CA 92648
(714) 248-6332

Invoice

INVOICE DATE: 6/9/22

Issued To: Chris Cole, City of Huntington Beach, ccole@surfcity-hb.org, 714-536-5265
Invoice # 22060902
Due date 7/9/2022

Description	Total price
Monthly Field Preparation and Maintenance Services (5/1/22-5/31/22)	$8,300.00
Subtotal	$8,300.00

Total Due: $8,300.00

OP/OC/OD/OJ/OW# 22188
Supplier # 75063
Order Co # 0100
2-way or 3-way
Account # 10045403.67400
Approved
PV # Batch #

6/22

HBSC Partners, LLC
18100 Goldenwest Street
Huntington Beach, CA 92648
(714) 248-6332

Invoice

INVOICE DATE: 8/29/22

Issued To: Chris Cole, City of Huntington Beach, ccole@surfcity-hb.org, 714-536-5265
Invoice # 22072801
Due date 8/29/2022

Description	Total price
Monthly Field Preparation and Maintenance Services (6/1/22-6/30/22)	$8,300.00
Subtotal	$8,300.00

Total Due: $8,300.00

OP/OC/OD/OJ/OW# 22188
Supplier # 75063
Order Co # 100
2-way or 3-way
Account # 10045403.67400
Approved
PV # Batch #
8/1/22

7/22

HBSC Partners, LLC
18100 Goldenwest Street
Huntington Beach, CA 92648
(714) 248-6332

Invoice

INVOICE DATE: 8/14/22

Issued To: Chris Cole, City of Huntington Beach, ccole@surfcity-hb.org, 714-536-5265
Invoice # 22081401
Due date 9/14/2022

Description	Total price
Monthly Field Preparation and Maintenance Services (7/1/22-7/31/22)	$8,300.00
Subtotal	$8,300.00

Total Due: $8,300.00

ok to pay
8-15-22

OP/OC/OD/OJ/OW# 22477
Supplier # 75063
Order Co # 0100
2-way or 3-way
Account # 10045403.67400
Approved
PV # Batch #

8/22

HBSC Partners, LLC
18100 Goldenwest Street
Huntington Beach, CA 92648
(714) 248-6332

Invoice

INVOICE DATE: 8/14/22

Issued To: Chris Cole, City of Huntington Beach, ccole@surfcity-hb.org, 714-536-5265
Invoice # 22090602
Due date 10/6/2022

Description	Total price
Monthly Field Preparation and Maintenance Services (8/1/22-8/31/22)	$8,300.00
Subtotal	$8,300.00

Total Due: $8,300.00

OP/OC/OD/OJ/OW# 22477
Supplier # 75063
Order Co # 0100
2-way or 3-way
Account # 10045403.67400
Approved
PV # Batch #

9/22

HBSC Partners, LLC
18100 Goldenwest Street
Huntington Beach, CA 92648
(714) 248-6332

Invoice

INVOICE DATE: 10/15/22

Issued To: Chris Cole, City of Huntington Beach, ccole@surfcity-hb.org, 714-536-5265
Invoice # 22101502
Due date 11/15/2022

Description	Total price
Monthly Field Preparation and Maintenance Services (9/1/22-9/30/22)	$8,300.00
Subtotal	$8,300.00

Total Due: $8,300.00

OP/OC/OD/OJ/OW# 22477
Supplier # 75063
Order Co # 0100
2-way or 3-way
Account # 10045403.67400
Approved
PV # Batch #

10/22

HBSC Partners, LLC
18100 Goldenwest Street
Huntington Beach, CA 92648
(714) 248-6332

Invoice

INVOICE DATE: 11/1/22

Issued To: Chris Cole, City of Huntington Beach, ccole@surfcity-hb.org, 714-536-5265
Invoice # 22110102
Due date 12/1/2022

Description	Total price
Monthly Field Preparation and Maintenance Services (10/1/22-10/31/22)	$8,300.00
Subtotal	$8,300.00

Total Due: $8,300.00

OP/OC/OD/OJ/OW# 22477
Supplier # 75063
Order Co # 0100
2-way or 3-way
Account # 10045403.67400
Approved
PV # Batch #

11/22

HBSC Partners, LLC
18100 Goldenwest Street
Huntington Beach, CA 92648
(714) 248-6332

Invoice

INVOICE DATE: 12/2/22

Issued To: Chris Cole, City of Huntington Beach, ccole@surfcity-hb.org, 714-536-5265
Invoice # 22120201
Due date 1/2/2023

Description	Total price
Monthly Field Preparation and Maintenance Services (11/1/22-11/30/22)	$8,300.00
Subtotal	$8,300.00

Total Due: $8,300.00

OP/OC/OD/OJ/OW# 22477
Supplier # 75063
Order Co # 0100
2-way or 3-way
Account # 10045403.67400
Approved
PV # Batch #

12/22

HBSC Partners, LLC
18100 Goldenwest Street
Huntington Beach, CA 92648
(714) 248-6332

Invoice

INVOICE DATE: 1/10/23

Issued To: Chris Cole, City of Huntington Beach, ccole@surfcity-hb.org, 714-536-5265
Invoice # 23011001
Due date 2/10/2023

Description	Total price
Monthly Field Preparation and Maintenance Services (12/1/22-12/31/22)	$8,300.00
Subtotal	$8,300.00

Total Due: $8,300.00

OP/OC/OD/OJ/OW# 22477
Supplier # 75063
Order Co # 0100
2-way or 3-way
Account # 10045403.67400

1/23

HBSC Partners, LLC
18100 Goldenwest Street
Huntington Beach, CA 92648
(714) 248-6332

Invoice

INVOICE DATE: 2/9/23

Issued To: Chris Cole, City of Huntington Beach, ccole@surfcity-hb.org, 714-536-5265
Invoice # 23020901
Due date 3/9/2023

Description	Total price
Monthly Field Preparation and Maintenance Services (1/1/23-1/31/23)	$8,300.00
Subtotal	$8,300.00

Total Due: $8,300.00

ok to pay

OP/OC/OD/OJ/OW# 22477
Supplier # 75063
Order Co # 0100
2-way or 3-way
Account # 10045403.67400
Approved
PV # Batch #

2/23

HBSC Partners, LLC
18100 Goldenwest Street
Huntington Beach, CA 92648
(714) 248-6332

Invoice

INVOICE DATE: 3/8/23

Issued To: Chris Cole, City of Huntington Beach, ccole@surfcity-hb.org, 714-536-5265

Invoice # 23030801

Due date 4/8/2023

Description	Total price
Monthly Field Preparation and Maintenance Services (2/1/23-2/28/23)	$8,300.00
Subtotal	$8,300.00

Total Due: $8,300.00

OP/OC/OD/O.I/OW# 22477
Supplier # 15063
Order Co # 0100
2-way or 3-way
Account # 10045103.67400
Approved
PV # Batch #

3/23

HBSC Partners, LLC
18100 Goldenwest Street
Huntington Beach, CA 92648
(714) 248-6332

Invoice

INVOICE DATE: 4/9/23

Issued To: Chris Cole, City of Huntington Beach, ccole@surfcity-hb.org, 714-536-5265

Invoice # 23040901

Due date 5/9/2023

Description	Total price
Monthly Field Preparation and Maintenance Services (3/1/23-3/3123)	$8,300.00
Subtotal	$8,300.00

Total Due: $8,300.00

OP/OC/OD/O.I/OW# 22477
Supplier # 15063
Order Co # 0100
2-way or 3-way
Account # 10045103.67400
Approved
PV # Batch #

OK to pay

4/23

HBSC Partners, LLC
18100 Goldenwest Street
Huntington Beach, CA 92648
(714) 248-6332

Invoice

INVOICE DATE: 5/1/23

Issued To: Chris Cole, City of Huntington Beach, ccole@surfcity-hb.org, 714-536-5265

Invoice # 23050101

Due date 5/31/2023

Description	Total price
Monthly Field Preparation and Maintenance Services (4/1/23-4/30/23)	$8,300.00
Subtotal	$8,300.00

Total Due: $8,300.00

OP/OC/OD/O.I/OW# 22477
Supplier # 15063
Order Co # 0100
2-way or 3-way
Account # 10045103.67400

OK TO PAY

5/23

HBSC Partners, LLC
18100 Goldenwest Street
Huntington Beach, CA 92648
(714) 248-6332

Invoice

INVOICE DATE: 6/5/23

Issued To: Chris Cole, City of Huntington Beach, ccole@surfcity-hb.org, 714-536-5265

Invoice # 23060502

Due date 7/5/2023

Description	Total price
Monthly Field Preparation and Maintenance Services (5/1/23-5/31/23)	$8,300.00
Subtotal	$8,300.00

Total Due: $8,300.00

OP/OC/OD/O.I/OW# 22477
Supplier # 15063
Order Co # 0100
2-way or 3-way
Account # 10045103.67400
Approved
PV # Batch #

6/23

HBSC Partners, LLC
18110 Goldenwest Street
Huntington Beach, CA 92648
(714) 248-6332

Invoice

INVOICE DATE: 7/7/23

Issued To: Chris Cole, City of Huntington Beach, ccole@surfcity-hb.org, 714-536-5265

Invoice # 23070703

Due date 8/7/2023

Description	Total price
Monthly Field Preparation and Maintenance Services (6/1/23-6/30/23)	$8,300.00
Subtotal	$8,300.00

Total Due: $8,300.00

OP/OC/OD/O.I/OW# 22477
Supplier # 15063
Order Co # 0100
2-way or 3-way
Account # 10045103.67400
Approved
PV # Batch #

7/23

HBSC Partners, LLC
18110 Goldenwest Street
Huntington Beach, CA 92648
(714) 248-6332

Invoice

INVOICE DATE: 8/10/23

Issued To: Chris Cole, City of Huntington Beach, ccole@surfcity-hb.org, 714-536-5265

Invoice # 23081002

Due date 9/10/2023

Description	Total price
Monthly Field Preparation and Maintenance Services (7/1/23-7/31/23)	$8,300.00
Subtotal	$8,300.00

Total Due: $8,300.00

OP/OC/OD/O.I/OW# 23599
Supplier # 15063
Order Co # 0100
2-way or 3-way
Account # 10045103.67400
Approved
PV # Batch #

8/23

HBSC Partners, LLC
18110 Goldenwest Street
Huntington Beach, CA 92648
(714) 248-6332

Invoice

INVOICE DATE: 9/11/23

Issued To: Chris Cole, City of Huntington Beach, ccole@surfcity-hb.org, 714-536-5265

Invoice # 23091101

Due date 9/11/2023

Description	Total price
Monthly Field Preparation and Maintenance Services (8/1/23-8/31/23)	$8,300.00
Subtotal	$8,300.00

Total Due: $8,300.00

OP/OC/OD/O.I/OW# 23599
Supplier # 15063
Order Co # 0100
2-way or 3-way
Account # 10045103.67400
Approved
PV # Batch #

9/23

HBSC Partners, LLC
18110 Goldenwest Street
Huntington Beach, CA 92648
(714) 248-6332

Invoice

INVOICE DATE: 10/9/23

Issued To: Chris Cole, City of Huntington Beach, ccole@surfcity-hb.org, 714-536-5265

Invoice # 23100902

Due date 11/9/2023

Description	Total price
Monthly Field Preparation and Maintenance Services (9/1/23-9/30/23)	$8,300.00
Subtotal	$8,300.00

Total Due: $8,300.00

OP/OC/OD/O.I/OW# 23599
Supplier # 15063
Order Co # 0100
2-way or 3-way
Account # 10045103.67400
Approved
PV # Batch #

10/23

HBSC Partners, LLC
18110 Goldenwest Street
Huntington Beach, CA 92648
(714) 248-6332

Invoice

INVOICE DATE: 11/4/23

Issued To: Chris Cole, City of Huntington Beach, ccole@surfcity-hb.org, 714-536-5265

Invoice # 23110402

Due date 12/4/2023

Description	Total price
Monthly Field Preparation and Maintenance Services (10/1/23-10/31/23)	$8,300.00
Subtotal	$8,300.00

Total Due: $8,300.00

OP/OC/OD/O.I/OW# 23599
Supplier # 15063
Order Co # 0100
2-way or 3-way
Account # 10045103.67400
Approved
PV # Batch #

All invoices beyond 3/23 (Red Box) are in excess of original NTE of $99,600 and new addendum not signed until 10/30/23

7 unfunded invoices paid – total $58,100 paid without contract

Field Maintenance Billing Requirement in Contract

EXHIBIT "B"

Payment Schedule (Fixed Fee Payment)

1. CONSULTANT shall be entitled to monthly progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.

$9,130 per month

HBSC to reduce their fee by $381 per field, per week, for every week in which the field is out of commission due to maintenance.

2. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

3. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due. Such invoice shall:

A) Reference this Agreement;
B) Describe the services performed;
C) Show the total amount of the payment due;
D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
E) For all payments include an estimate of the percentage of work completed.

All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.

Each month's bill shall include a total to date. That total shall provide the total fees and costs incurred to date for the project.

How HBSC Partners Bills for Field Maintenance

Huntington SPORTS COMPLEX

INVOICE

Huntington Beach Sports Complex
18100 Goldenwest Street
Huntington Beach, California 92647
United States

7142486332
hbsportscomplex.com

BILL TO
City of Huntington Beach
Chris Cole

714-292-5962
ccole@surfcity-hb.org

Invoice Number: 221
Invoice Date: April 3, 2025
Payment Due: May 3, 2025
Amount Due (USD): $8,300.00

Pay Securely Online

Items	Quantity	Price	Amount
Field Maintenance Monthly Outer Field Preparation/Maintenance Services	1	$9,130.00	$9,130.00

Total: $9,130.00

Amount Due (USD): $9,130.00

Pay Securely Online

Bank Payment

link.waveapps.com/yfk7kj-hfrceg

OP/OC/OD/O.I/OW# 24998
Supplier # 75063
Order Co # 0100
2-way or 3-way
Account # 10048403 67400
Approved
PV # Batch #

How HBSC Partners Bills for Field Maintenance

Huntington SPORTS COMPLEX

INVOICE

Huntington Beach Sports Complex
18100 Goldenwest Street
Huntington Beach, California 92647
United States

7142486332
hbsportscomplex.com

BILL TO
City of Huntington Beach
Chris Cole

714-292-5962
ccole@surfcity-hb.org

Invoice Number: 231
Invoice Date: May 3, 2025
Payment Due: June 2, 2025
Amount Due (USD): **$9,130.00**

Pay Securely Online

Items	Quantity	Price	Amount
Field Maintenance Monthly Outer Field Preparation/Maintenance Services	1	$9,130.00	$9,130.00

Total: $9,130.00

Amount Due (USD): **$9,130.00**

Pay Securely Online

Bank Payment

link.waveapps.com/s94736-n7y5gc

C#/OC#/DO/JOW# 24198
Supplier # 75063
Order Co # OMO
2-way or 3-way
Account # [illegible]
Approved [illegible]
PV # Batch #

2 - Costs Annual & Capital– Sports Complex 2024

- Bathroom Cleaning - $40,128
- Landscaping (cutting grass) - $148,432
- Tree Trimming - $83,879.20
- Irrigation Water - $204,000
- LED Lights - ? ($906,500 to date with approx. $1,500,000 to go)
- Environmental monitoring - ?
- Booster Pump for Water – $113,200 to date
- Electrical Switch/Panel for electric panels - $500,000
- Electricity, sewer, trash -
- Sod Replacement - ?

•Bathroom Cleaning	$ 40,128.00
•Landscaping (cutting grass)	$ 148,432.00
•Tree Trimming	$ 83,879.20
•Irrigation Water	$ 204,000.00
•Environmental monitoring - ?	
•Electricity, sewer, trash -	
City Expense Subtotal	**$ 476,439.20**
•Booster Pump for Water	$ 113,200.00
•Electrical Switch/Panel for electric panels	$ 500,000.00
•Sod Replacement - ?	
•LED Lights - ? ($906,500 to date with approx. $1,500,000 to go)	$ 2,500,000.00
Bond Payments ???	
Total Capital	**$ 3,113,200.00**

Summary Sports Complex Revenue and Rent						
	2021*	**2022**	**2023**	**2024**	**2025 ****	**Totals**
Revenue	$ 266,336.00	$ 1,097,465.72	$ 1,176,947.72	$ 1,136,646.98	$ 306,279.91	$ 3,983,676.33
Rent Paid	$ 26,633.60	$ 116,336.88	$ 151,033.16	$ 167,026.93	$ 49,004.79	$ 510,035.36

Bonds

- Bonds were used to pay for the construction PFA 2001-A $32 Million
- It appears refinanced in 2011 as PFA 2011A
  - Microsoft Word - 2013-14 CAFR Intro and MD&A.docx
  - See page 103 above
- It appears it was refinanced again in 2020
  - Staff Report - Staff Report - 20-1763

- Questions
  - What did the bond become in 2020 – what is the new name?
  - What is the current principle remaining?
  - What are the payments each year?
  - What percent of that bond can be attributed to the original 2001 A portion used to build the sports Complex
  - When does the city believe it will be paid in full and what will be the total payment stream in the out years that can be attributed to the sports complex portion of the remaining bond?

2 – Sports Complex 1.4 Million Visitors?

- 859 Parking spots in parking lot
- Assume 90% of visitors on weekend and 4 people per car
- ((1.4 million *.9) / 104 weekend days)/4 people per car = 3000 cars
  - 3000 cars per weekend day at Sports Complex or almost 4 cars for every available slot in the parking lot
- I don’t think this is happening...

Irrigation Cost – Sports Complex

- Staff said 50 million gallons used annually to irrigate sports complex
- City pays for water – assume commodity pricing - $204,200
- **Rent collected in 2024 ($167,000) does not even pay for water used to irrigate the sports complex let alone all other costs**

- **Conversion factor:**
  1 cubic foot = 7.48 gallons
  100 cubic feet = 748 gallons
- **Step 1: Convert gallons to cubic feet**

$$50{,}000{,}000 \div 7.48 \approx 6{,}684{,}491 \text{ cubic feet}$$

- **Step 2: Convert cubic feet to billing units (100 cubic feet)**

$$6{,}684{,}491 \div 100 \approx 66{,}845 \text{ billing units}$$

- **Step 3: Multiply by new rate ($3.0551 per unit)**

$$66{,}845 \times 3.0551 \approx 204{,}200$$

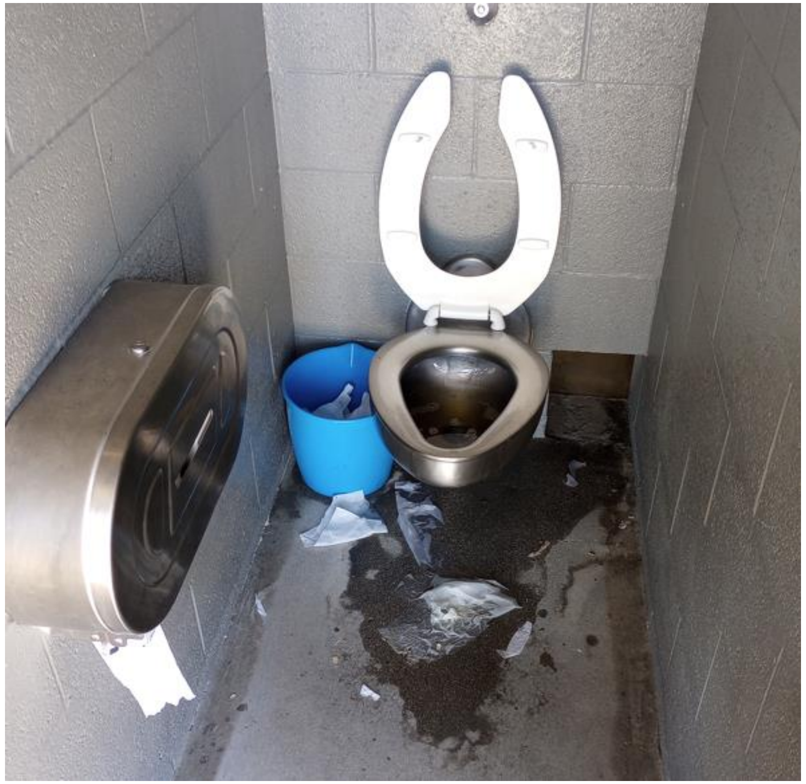
💰 Final Cost

At **$3.0551 per 100 cubic feet**, the cost of **50,000,000 gallons of water** is approximately:

$$\$204{,}200$$

3 - Concessions

1909 Concession Stand Rent					
2025	**Jan**	**Feb**	**March**	**April**	**Total**
Revenue	$ 36,107.87	$ 42,120.09	$ 36,013.29	$ 36,803.07	$ 151,044.32
Percentage	8.00%	8.00%	8.00%	8.00%	
Base Rent	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 8,000.00
Variable Rent	$ 888.63	$ 1,369.61	$ 881.06	$ 944.25	$ 4,083.55
Date Paid	2/25/2025	3/28/2025	4/22/2025	6/9/2025	
Late Fee	$ -	$ -	$ -	$ 294.42	
Total Rent	$ 2,888.63	$ 3,369.61	$ 2,881.06	$ 2,944.25	**$ 3,020.89**
Bathroom Cleaning (City paid)	$ 3,344.00	$ 3,344.00	$ 3,344.00	$ 3,344.00	
Net to city	$ (455.37)	$ 25.61	$ (462.94)	$ (399.75)	**$ (1,292.45)**



- HBSC Partners is responsible for cleaning toilets and maintaining the premises associated with the Concession stands when Concession Stand is open
- This image was taken around 2 PM on 6/28/25 in one of the men’s toilets attached to the Goldenwest concession when that concession was open

Bathroom Cleaning Invoices Redacted – Why?

INVOICE #92021A

MCS

Municipal Contract Solutions LLC
2904 Blaisdell Ave
Redondo Beach CA 90278
310-922-0499

September 8, 2021

P.O. Number: 20694-OC

BILL TO:
City of Huntington Beach
P.O. Box 190
Huntington Beach CA 92648

FOR:
Monthly Janitorial Service for Worthy Park and Huntington Beach Park Sports Complex

DESCRIPTION	AMOUNT
Provide Janitorial Service @ Worthy Park and Huntington Beach Sports Complex	$2,125.00
Porter Service 2 days @ $200.00	$400.00
SUBTOTAL	$2,525.00
TAX RATE	0.00%
OTHER	
TOTAL	$2,525.00

Make all checks payable to MCS Municipal Contract Solutions LLC. If you have any questions concerning this invoice, contact John Fallon, 310-922-0499, johnfallon@municipalcontractsolutions.com

THANK YOU FOR YOUR BUSINESS!

Ok per R Frankens

OP/OC/OD/OJ/OW# 21918
Supplier # 700291
Order Co # 01W
2-way or 3-way
Account # 10145103.64500
Approved
PV # Batch #

INVOICE #52025-Parks

MCS

Municipal Contract Solutions LLC
2904 Blaisdell Ave
Redondo Beach CA 90278
310-922-0499

[redacted]

May 6, 2025

P.O. Number: 24415-OC

BILL TO:
City of Huntington Beach
2000 Main Street
Huntington Beach CA 92648

FOR:
Janitorial, trash pick up and powerwashing services throughout the city

DESCRIPTION	AMOUNT
Central Park	$17,334.46
Marina Park	$1,013.65
Sunset Beach	$6,745.47
Sunset Beach Day Porter & Janitorial	$7,619.09
Marine Safety	$5,413.10
Sports Complex	$3,344.00
Worthy Park	$522.50
Pressure Washing	$8,151.00
TAX RATE	$0.00
TOTAL	$50,143.27

Make all checks payable to MCS Municipal Contract Solutions LLC. If you have any questions concerning this invoice, contact John Fallon, 310-922-0499, johnfallon@municipalcontractsolutions.com

City Opinion on Measure L and appropriateness for Lease of Concessions

- See this link –See Pages 43 – 48- See Question 3 on page 44 https://records.huntingtonbeachca.gov/WebLink/DocView.aspx?id=5336345

CITY OF HUNTINGTON BEACH
Inter-Department Communication

TO: RON HAGAN, Director of Community Development

FROM: GAIL HUTTON, City Attorney

SUBJECT: Charter Section 612 As Applied to Proposed Sports Complex; RLS 2000-1207

DATE: February 8, 2001

INDEX: Measure "C;" Charter Section 612; Sports Complex; Finance; General/Public Property; Public Works; Impairment of Essential Government Functions

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BACKGROUND

In 1990, the voters approved Measure C, which amended Section 612 of the City Charter to require voter approval of the conveyance of public utilities, parks or beaches, and to require voter approval of the construction of specified improvements in parks or beaches owned or operated by the City. (See Measure C ballot materials, a copy of which is attached hereto as **Attachment No. 1**).

In 1996, the voters approved Measure L, which authorized the construction of certain sports facilities in an undeveloped portion of Central Park. (See Measure L ballot materials, a copy of which is attached hereto as **Attachment No. 2**).

On December 18, 2000, the City Council approved C.U.P. No. 00-60 and Variance No. 00-24. These entitlements represented a request by the Community Services Department to construct a sports complex on a 45-acre site generally located south of Talbert Avenue between Goldenwest and Gothard Streets. (See Request for City Council Action dated December 18, 2000, a copy of which is attached hereto as **Attachment No. 3**.)

During the Council's discussion of the entitlements for the Sports Complex, several issues were raised regarding the impact of Charter Section 612 and Measure L on the Council's approval of the Sports Complex project. You have asked for a legal opinion on these issues, as more specifically set forth below.

ISSUES

Question 1: Since the adoption of Measure L, the conceptual plan for the Sports Complex has changed to include more facilities. Is additional voter approval required to accomplish these changes?

Answer: No. See our opinion dated April 14, 1998, a copy of which is attached hereto as **Attachment No. 4**.

Question 2: Measure L referenced a cost for the described improvements of $1.5 million. It has since been estimated that the entire Sports Complex project may cost as much as $16 million. In light of the increase in the estimated cost, is additional voter approval required to authorize the project?

Answer: No. Charter Section 612 prohibits the construction of any structure costing more that $100,000 in any park or beach without voter approval. It does not require that the voters approve the specific amount expended on such structures.

Question 3: Measure L referenced the construction of "a roller hockey and snack bar concession." Based on the approval of Measure L by the voters, can the City lease a portion of the Sports Complex to a concessionaire without additional voter approval?

Answer: No. By approving Measure L, the voters authorized the construction of the Sports Complex. A lease of any portion of the site requires additional approval of the voters.

Question 3: Measure L referenced the construction of "a roller hockey and snack bar concession." Based on the approval of Measure L by the voters, can the City lease a portion of the Sports Complex to a concessionaire without additional voter approval?

Answer: No. By approving Measure L, the voters authorized the construction of the Sports Complex. A lease of any portion of the site requires additional approval of the voters.

4. Further Voter Approval Is Required for Lease Approval.

Although Measure L provided voter approval of the construction of the Sports Complex, it did not provide similar approval of the lease of the site to a concessionaire for operation of the Complex. We previously addressed this issue in our opinion dated March 4, 1999 (**Attachment 5**).

Measure L expressly authorized the construction of a "roller hockey and snack bar concession." Consistent with our previous opinion regarding the lease of the entire site, we conclude that Measure L did not provide authorization for the lease of a portion of the site.

g:4:2001memos:Sports Complex
rls 2000-1207

Section 612(a) specifically provides that "No public utility or park or beach or portion thereof now or hereafter owned or operated by the City shall be sold, leased, exchanged or otherwise transferred or disposed of unless authorized by the affirmative votes of at least a majority of the total membership of the City Council and by the affirmative vote of at least a majority of the electors voting on such proposition at a general or specific election at which such proposition is submitted."

This language requires that the sale, lease, exchange or other transfer or disposition be specifically submitted to the voters for their approval. Measure L did not ask the voters to approve any such lease; rather, it asked the voters to approve the construction of the Sports Complex.

Therefore, we believe that additional authorization is required to lease of a portion of the site to a concessionaire. Much as a specific lease must be presented to the City Council for approval, it must also be presented to the voters for approval as well.

CONCLUSION

For the reasons stated herein, the approval of Measure L by the voters provided sufficient authorization to construct the Sports Complex under Charter Section 612. It did not, however, provide similar authorization to lease a portion of the site to a third party concessionaire.

If you have any further questions, please contact me at your earliest convenience.

2/8/01
for GAIL HUTTON
City Attorney

cc: Hon. Mayor and City Council-members

Why is the city claiming 1996 Measure L authorized leasing Concession to HBSC Partners in 2024?

What new facts have changed the opinion of the city from 2001 when the sports complex was built and this opinion was rendered by the city attorney

HHYC - Yacht Club

- 11/19/25

Yacht Club - Rent

	HBYC Rent Received												
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2020	$ 1,067.01	$ 6,134.02	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 7,201.03**
2021	$ -	$ -	$ -	$ -	$ 1,533.51	$ 1,533.51	$ 1,533.51	$ 3,067.01	$ 3,067.01	$ 3,067.01	$ 3,067.01	$ 3,067.01	**$ 19,935.58**
2022	$ 3,344.61	$ 3,344.61	$ 3,344.61	$ 3,344.61	$ 3,344.61	$ 3,344.61	$ 3,344.61	$ 3,344.61	$ 3,344.61	$ 3,344.61	$ 3,344.61	$ 3,344.61	**$ 40,135.32**
2023	$ 3,511.84	$ 3,511.84	$ 3,511.84	$ 3,511.84	$ -	$ -	$10,535.52	$ 3,511.84	$ 3,511.84	$ 3,511.84	$ 3,511.84	$ 3,511.84	**$ 42,142.08**
2024	$ 3,511.84	$ 3,511.84	$ 3,511.84	$ 3,511.84	$ 3,511.84	$ 3,511.84	$ 3,511.84	$ 3,511.84	$ 3,511.84	$ 3,511.84	$ 3,511.84	$ 3,511.84	**$ 42,142.08**
2025	$ 3,511.84	$ 3,511.84	$ 3,738.02	$ 3,738.02	$ 3,738.02								**$ 18,237.74**

- Rent Credits Given for Capital Improvements - $117,813 = This is equal t0 nearly 3 years rent
- 1) October 2009: $49,300 (rent credit not to exceed 40% of rent due, per lease) for front deck improvements.
- 2) February 2011: Up to $25,000 (rent credit not to exceed 40% of rent due, per lease) for roof repairs.
- 3) March 2014: $2450 ($450 monthly) for expenses incurred relating to Warner Ave Gravity Sewer and Lift Station (WAGS) project.
- 4) July 2017: $29,063 ($1,000 monthly credit to base rent, until exhausted) for renovation and floor improvements.
- 5) 2007 – 2019: Annual $1,000 rent credit for Philharmonic use of boat dock for boat parade, per lease

Yacht Club Zoning

- 178-651-29 yacht club zoned as PS-CZ .. Public Space Coastal Overlay
  - Address is
    - APN	178-651-29
    - Address		3821 Warner Ave
    - City	Huntington Beach
    - Zip Code		92649
  - What are the implications of this zoning change?
- I believe Recently rezoned from Commercial Space – check this
  - Link to recent rezoning from commercial space to public space 10/15/24 for fire station and yacht club - interesting that they just did this...
  - https://ecode360.com/HU4937/laws/LF2178901.pdf

Yacht Club Mission Statement – Staff Report & Lease

- Link to Lease
  - https://records.huntingtonbeachca.gov/WebLink/DocView.aspx?id=5327399&searchid=69db92de-bfda-4844-9e4b-78870df262

- Mission Statement from Staff Report

The HHYC's mission is to create a welcoming environment where boating enthusiasts gather for friendship, community service and the furtherance of boating enjoyment within Huntington Harbour and throughout Southern California's coastal waters. The HHYC plans to actively market the use of the premises as a facility for community activities, with an emphasis on water-related educational and recreational activities and opportunities.

MEETING DATE: 7/20/2009 **DEPARTMENT ID NUMBER:** ED 09-17

Community Services staff will work directly with the HHYC by incorporating a HHYC link on the Community Services website in order to promote activity and act as an advertising tool. City staff will also use their best efforts to assist the HHYC with marketing of the club and any public programs, such as its sailing school, through media published or utilized by the City, such as The Sands.

- Big Questions –
  - How is a private club allowed to exclusively operate in a city owned facility?
  - Why has an audit not been performed
  - Why have revenue statements not been collected to ensure proper rent paid
  - Why were capital improvements of over $100K allowed to be deducted from rent