

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Community Services -- Approval of an Amendment to the existing Lease Agreement with Riviera Little League to allow amplified sound during closing day ceremonies.

Expenditure: None

RECOMMENDATION

The Parks and Recreation Commission and the Acting Community Services Director recommend that City Council approve an amendment to lease agreement C2004-225 with Riviera Little league to allow amplified sound during closing day ceremonies.

Funding

Not Applicable

BACKGROUND

Riviera Little League currently utilizes the baseball fields adjacent to Lago Seco Park, located at 3920 235th Street. On December 21, 2004, City Council approved a lease agreement with Riviera Little League for the term of January 1, 2005, through December 31, 2009, for the use of these fields (Attachment A).

On September 9, 2007, the Community Services Department received a request from Riviera Little League to amend their existing lease agreement to allow amplified sound for a Movie Night as part of their Closing Day Ceremonies (Attachment B). Upon receipt of the proposal staff sent notifications to all residents within a 500 foot radius of Lago Seco Park and the adjoining Riviera Little League Fields notifying them of the proposal and informing them that the issue would be heard by the Parks and Recreation Commission on October 10, 2007 (Attachment C). During the Parks & Recreation

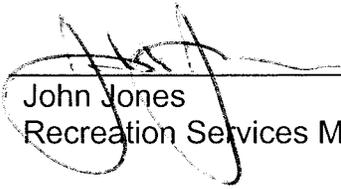
Commission meeting on October 10, 2007, the Commission approved the amendment to the existing lease agreement with Riviera Little League allowing amplified sound during their Closing Day Ceremonies, and requested that the item be forwarded to City Council for final approval (Attachment D).

This type of amplified sound has been approved in the past and is included in the lease agreements with other little leagues. Throughout the term of their agreement, Riviera Little League has maintained a positive working relationship with the Community Services Department and residents of the surrounding community. Riviera Little League continues to be instrumental in providing Torrance youth the opportunity to participate in meaningful sport activities that contribute to their physical and social well being.

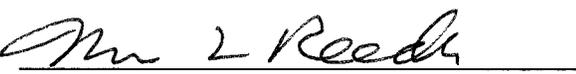
Respectfully submitted,

NORM REEDER
Acting Community Services Director

By


John Jones
Recreation Services Manager

CONCUR:


Norm Reeder
Acting Community Services Director


LeROYN JACKSON
City Manager

- Attachment: A) Riviera Little League Amendment to Lease Agreement
B) Letter dated 09-09-07 -- Riviera Little League Movie Night request
C) Notification to Homeowners Association dated 09-27-07
D) Excerpt of Parks and Recreation Commission Meeting 10-10-07 -
Item 7 A

FIRST AMENDMENT TO L E A S E

This First Amendment to Lease is made and entered into as of this 20th day of November, 2007 by and between the **City of Torrance**, a municipal corporation, ("CITY"), and the **Riviera Little League Organization**, a non-profit organization, ("LESSEE").

WITNESSETH

1. On or about January 1, 2005 the CITY and LESSEE entered into a lease for the CITY to lease to LESSEE that certain parcel of real property designated as Lago Seco Park Little League Fields (23701 Ocean Ave.), Torrance, ("PROPERTY").

2. The CITY and LESSEE wish to amend the lease to allow Riviera Little League to use a public address or loudspeaker system under specified circumstances.

3. Paragraph 5.c. of the Lease is amended in its entirety to read as follows:

" 5. USE

c) No public address or loudspeaker system may be used on the PROPERTY, except during closing day ceremonies. "

4. In all other respects, the Lease dated January 1, 2005, between CITY and LESSEE is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a municipal corporation

Riviera Little League
a non-profit organization

By _____
Frank Scotto, Mayor

Scott McClure, President

ATTEST:

Sue Herbers
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
CITY ATTORNEY

By _____
Deputy City Attorney

LEASE

This Lease made and entered into as of this 1st day of January, 2005 by and between the **City of Torrance**, a municipal corporation, ("CITY"), and the **Riviera Little League Organization**, a non-profit organization, ("LESSEE").

WITNESSETH

1. PROPERTY

The CITY leases to LESSEE that certain parcel of real property designated as Lago Seco Park Little League Fields (23701 Ocean Ave.), Torrance, ("PROPERTY").

2. TERM

a) Subject to the provisions of subparagraph (b) of this paragraph two, this Lease will commence on the date first written above and expire December 31, 2009

b) Either party may cancel this Lease on thirty (30) days written notice in the manner provided in paragraph 18.

3. RENT

a) LESSEE will pay the CITY as rent for the PROPERTY the sum of One Dollar (\$1.00) on or before January 1st of each year.

b) LESSEE will be responsible for the payment of all license fees associated with its use of the PROPERTY.

4. UTILITIES

The CITY will be responsible for the payment of all water and electrical charges associated with the PROPERTY until such time as the appropriate service meters are installed, at which time the LESSEE will be responsible for the utility payment(s).

5. USE

a) The PROPERTY will be used by LESSEE solely for the purpose of constructing and maintaining thereon baseball diamonds, together with bleachers and other improvements and facilities as are necessary for the operation of a ball field. LESSEE must abide by the following:

C2004-225

ORIGINAL

- b) No admission charge may be imposed on spectators.
- c) No public address or loudspeaker system may be used on the PROPERTY.
- d) Artificial lights may not be used on the PROPERTY.
- e) All ball games on the PROPERTY must be played solely by persons eighteen years of age or under.
- f) LESSEE will abide by the CITY's Parking/Traffic Plan (Exhibit 1).

6. USE BY THE CITY

LESSEE will notify the CITY as provided in paragraph 18 whenever the PROPERTY will not be used by LESSEE. The CITY reserves the right to operate the PROPERTY as a public recreation facility whenever the LESSEE has notified the CITY it will not be using the PROPERTY.

7. CONCESSIONS

a) LESSEE may sell or otherwise distribute food and drink to players and spectators at ball games on the PROPERTY, subject to reasonable regulations of the CITY and the Los Angeles County Health Department.

b) LESSEE may not assign or otherwise transfer the right to sell or distribute food or drink on the PROPERTY.

c) LESSEE agrees that in the event LESSEE operates a snack bar upon the PROPERTY, LESSEE will assure that no litter, rubbish or trash resulting from any snack bar sales will be permitted to be carried, blown or in any other manner be deposited on adjoining properties, but instead shall be properly disposed of in closed trash containers on the PROPERTY.

8. APPROVAL OF PLANS

LESSEE may not construct or alter any improvements whatsoever on the PROPERTY including, but not limited to, the construction of baseball diamonds, without first having secured approval of the plans from the Director of Community Services and the Community Development Director. Improvements existing on the PROPERTY at the commencement of this Lease are deemed approved.

9. SAFETY PROVISIONS

a) LESSEE agrees it will, at its own expense, construct and/or maintain on the PROPERTY any fences or other improvements necessary to protect persons or PROPERTY from injury or damage as a result of the activities of LESSEE.

b) LESSEE agrees that it will arrange off-street parking for all participants and spectators at league functions on the PROPERTY to the greatest extent possible. LESSEE will use its best efforts to minimize the impact of on-street parking to the residents or businesses adjacent to the PROPERTY by such means as the scheduling of activities; soliciting the cooperation of participants; posting of signs, if necessary, with CITY permission; arranging for other off-site parking, if possible; arranging and scheduling car pools for participants and spectators. LESSEE further agrees to provide, before and after each league function, sufficient adult persons to direct traffic in and out of the off-street parking facilities on the PROPERTY, and such other off-street parking facilities as may be available to LESSEE, to insure that vehicles leaving such parking facilities will do so in a safe and orderly manner, minimizing noise, traffic congestion and dust.

10. MAINTENANCE

At its own expense, LESSEE will:

a) Maintain all improvements erected upon the PROPERTY in good order and repair and may modify or remodel them from time to time with the consent of the Director of Community Services and the Director of Community Development.

b) Plant and maintain grass on the baseball diamond or diamonds; provided, however, that the CITY may abate weeds whenever required by the CITY.

c) Plant and maintain vegetation on all cut banks as is required by the Director of Community Development.

d) Keep the PROPERTY clean and neat, and dispose of all debris and other waste matter which may accumulate, and provide containers with proper covers for the deposit of waste which may accumulate upon the PROPERTY.

e) Not pave or otherwise hard surface any part of the PROPERTY except as permitted by the Community Development Director; provided, however, that LESSEE at the expense of LESSEE, shall construct and maintain such drainage structures as are necessary and proper to protect adjacent PROPERTY, or as may be required by the Community Development Director.

LESSEE agrees that in the event the PROPERTY is not properly maintained or cleaned, CITY reserves the right to enter upon the PROPERTY in order to maintain or clean the PROPERTY, and LESSEE will pay the cost thereof to CITY upon demand.

11. SIGNS

No signs or advertising matter may be erected on the PROPERTY without the prior written consent of the Community Development Director; provided, however, that the LESSEE may continue to maintain the signs and advertising matter located on the PROPERTY at the commencement of this Lease.

b) LESSEE agrees that it will arrange off-street parking for all participants and spectators at league functions on the PROPERTY to the greatest extent possible. LESSEE will use its best efforts to minimize the impact of on-street parking to the residents or businesses adjacent to the PROPERTY by such means as the scheduling of activities; soliciting the cooperation of participants; posting of signs, if necessary, with CITY permission; arranging for other off-site parking, if possible; arranging and scheduling car pools for participants and spectators. LESSEE further agrees to provide, before and after each league function, sufficient adult persons to direct traffic in and out of the off-street parking facilities on the PROPERTY, and such other off-street parking facilities as may be available to LESSEE, to insure that vehicles leaving such parking facilities will do so in a safe and orderly manner, minimizing noise, traffic congestion and dust.

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12. TAXES

This Lease may create a taxable possessory interest. LESSEE will pay any possessory interest tax or assessment that may be levied as a result of LESSEE's possessory interest in this leasehold. Possessory interest means any interest described in Section 107 of the California Revenue and Taxation Code, or its successor statute. This section is deemed to comply with Section 107.6 of the same code.

13. ENCUMBRANCES

LESSEE may not place, or allow to be placed, upon the PROPERTY, any encumbrances whatsoever and will promptly remove any mechanic's or material men's liens or any attachments or charges, or other liens of any kind or nature, which might be placed upon or levied against the PROPERTY.

14. LIABILITY

a) LESSEE agrees that its taking possession of the PROPERTY will be an acceptance of the safety and condition thereof.

b) LESSEE will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of LESSEE, its officers, employees, agents, subcontractors or vendors. It is further agreed, LESSEE's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. In the event of any dispute between LESSEE and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, LESSEE will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. LESSEE will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. ATTENDANCE REPORTS

LESSEE will submit an attendance report to the Parks and Recreation Department of the CITY on or about October 30th of each year. The report will include, but not be limited to, the number of persons participating in practice and league games on the PROPERTY.

17. COMPLIANCE WITH LAW

LESSEE will conduct its operations and business upon the PROPERTY in compliance with all federal, state, and municipal laws and ordinances and with health, fire, and safety rules and regulations of any board or public authority relating to the use of the PROPERTY or any appliances, machinery, fixtures, or structure.

18. NOTICE

All notices, requests, demands or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

- a) Personal delivery. When personally delivered to the recipient. Notice is effective on delivery.
- b) First-class mail. When mailed first class to the last address of the recipient known to the party giving notice. Notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- c) Certified mail. When mailed certified mail, return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.
- d) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account. Notice is effective on delivery, if delivery is confirmed by the delivery service.
- e) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice. Notice is effective on receipt, provided that (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (ii) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

LESSEE: Riviera Little League Greg Crisfield 4920 Louise Ave. Torrance, CA 90505	CITY: City Clerk 3031 Torrance Boulevard Torrance, CA 90503 (310) 618-5813 FAX
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Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

Any party may change its address of fax number by giving the other party notice of the change in any manner permitted by this Agreement.

19. ASSIGNMENT AND SUBLETTING

LESSEE will not at any time during the term of this Lease, either directly or indirectly, assign, sublease, hypothecate or transfer this Lease, or any interest therein, without the approval of the City Council; and the giving of such consent will not be a waiver of any right to object to future or further assignments or subleases, but the consent to each successive assignment or sublease must be first obtained from the City Council; nor may the Lease become an asset in any bankruptcy proceeding, nor assigned nor transferred because of such proceeding, nor assigned by operation of law without the prior consent of the City Council.

20. DEFAULT

If LESSEE fails in any manner to fully perform and carry out each and every term, covenant and condition of this Lease, it will be in default of this Lease. In case of default or breach of this Lease, the CITY may, at its option, terminate and cancel the Lease. Termination will not affect or terminate any of the rights of CITY against LESSEE that exist or which may thereafter occur because of the default, and the forgoing will be in addition to all other rights and remedies available to CITY under the law.

21. CONFLICT OF INTEREST

a) No officer or employee of the CITY may have any financial interest, direct or indirect, in this Lease, nor may any officer or employee participate in any decision relating to the Lease that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly, interested in violation of any law, rule or regulation.

b) No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendations, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

22. CUMULATIVE REMEDIES

The remedies granted to the CITY are cumulative and in addition to any and all other legal remedies which the CITY may have.

23. RIGHT OF ENTRY

The CITY reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease, or for maintenance of their facilities or equipment.

24. SUCCESSORS

Each of the terms, covenants and conditions will inure to the benefit of, and will bind, as the case may be, not only the parties, but each and every of the successors and assigns of the parties, subject, however, to the provisions of paragraph 19.

25. SURRENDER

LESSEE will return the PROPERTY to CITY at the end of the term, or the sooner termination of this Lease, in as good order and condition as received by LESSEE, reasonable wear and tear excepted. All improvements and alterations will remain the PROPERTY of LESSEE and must be removed by LESSEE at any time prior to or at the expiration of this Lease.

26. INTEGRATION

This Agreement and all documents explicitly incorporated by reference represent the entire understanding of the CITY and LESSEE as to those matters. No prior oral or written understanding will be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by both parties.

27. WAIVER OF BREACH

No waiver of any breach of this Agreement will constitute a waiver of a subsequent breach.

28. JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

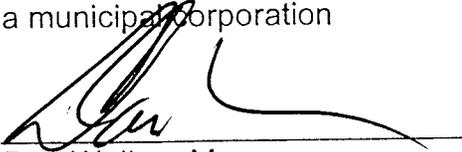
29. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with the laws, but the remainder of the Agreement will remain in full force and effect.

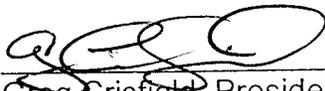
30. LESSEE'S AUTHORITY TO EXECUTE

The persons executing this Lease on behalf of LESSEE warrant that (i) LESSEE is duly organized and existing; (ii) they are duly authorized to execute this Lease on behalf of LESSEE; (iii) by so executing this Lease, LESSEE is formally bound to the provisions of this Lease; and (iv) the entering into this Lease does not violate any provision of any other agreement to which LESSEE is bound.

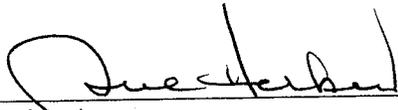
CITY OF TORRANCE,
a municipal corporation

By 
Dan Walker, Mayor

Riviera Little League
a non-profit organization


Greg Crisfield, President

ATTEST:


Sue Herbers
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
CITY ATTORNEY

By 
Heather K. Whitham
Deputy City Attorney

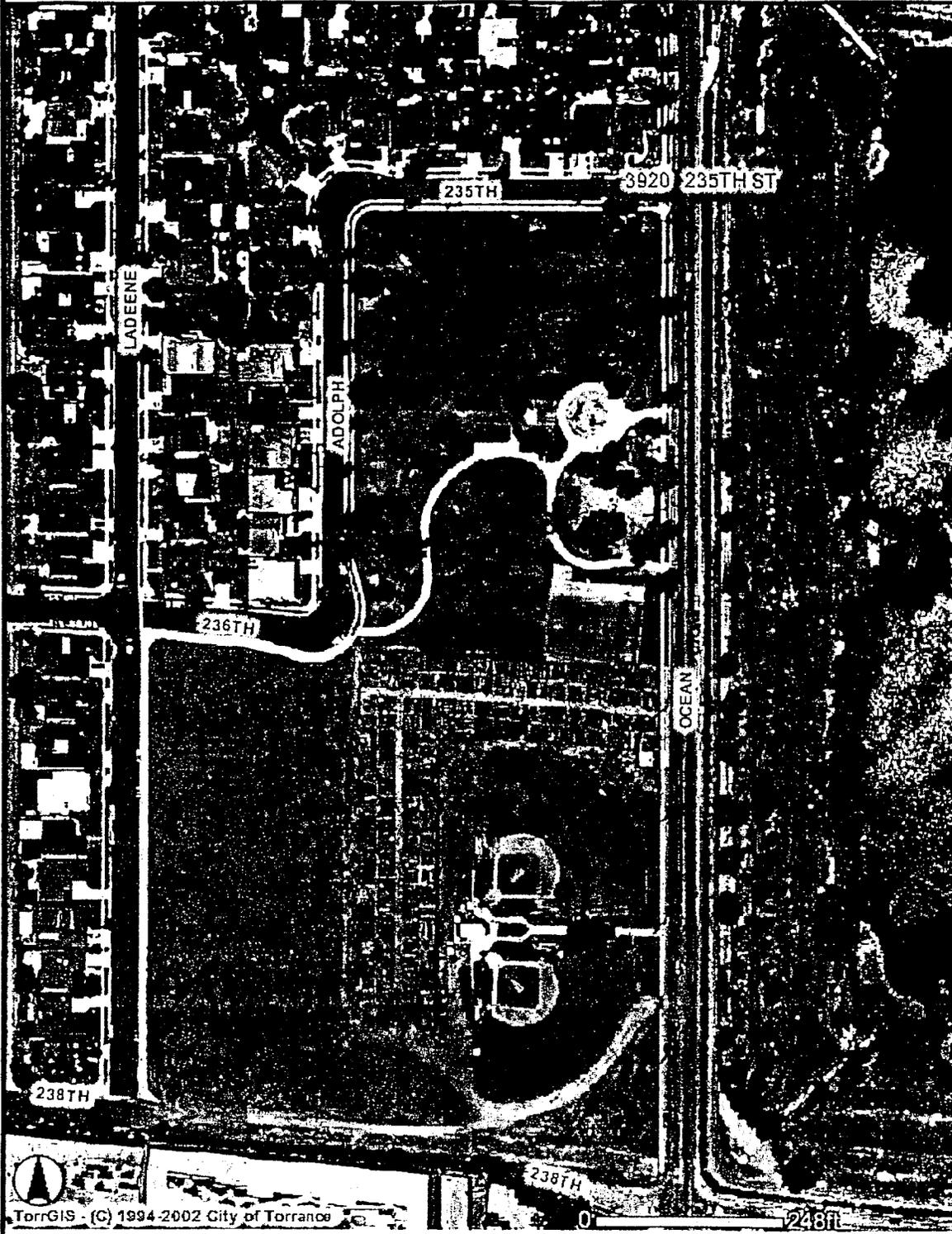
Exhibit 1: Parking/Traffic Plan

Exhibit 1**Riviera Little League Parking/Traffic Plan**

Riviera Little League will be posting "No Little League Parking" signs along the north side of 235th Street and the west side of Adolph Street for the T-Ball Leagues. This signage will be posted and monitored by the Riviera Little League Officials throughout the T-Ball season.

In addition, the Riviera Little League Board of Directors will notify the Homeowners Association President of their usage for the park. They will also develop a flier that will go to all participants and homeowners surrounding the Riviera Little League Fields prior to the start of each baseball season informing them of the Riviera Parking/Traffic Plan.

City of Torrance GIS Map



Legend

-  City Boundary
-  Street Names
-  Aerials- mediur

TorrGIS - (C) 1994-2002 City of Torrance

Lines and photos are approximate, not to be used for establishing absolute or relative positions.

ATTACHMENT B

September 9th 2007

John Jones
Recreation Service Manager
City of Torrance
3031 Torrance Boulevard
Torrance CA 90503

Reference: Riviera Little League Movie Night

John,

I am requesting that the City of Torrance revise the terms of our lease to allow amplified sound for a Movie Night as part of our Closing Day Ceremonies.

We would like to show a movie on the major field from dusk (around 8:30) to no later than 10:30. Closing Day Ceremonies take place on a Saturday in the middle of June.

The major field at Riviera Little League is at least 200 yards away from the nearest house so it is unlikely that our neighbors will hear much less be disturbed by the movie sound track. All parking for the event will be either on Ocean Avenue or the off street parking lot adjacent to Riviera Little League.

This is great way to show the league's appreciation to the parents and the children for another great year of baseball. The league will make sure the movie shown will be age appropriate for all Little Leaguer's.

Thank you for your consideration and we look forward to hearing from you on this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'SCOTT B. MCCLURE', with a long horizontal line extending to the right.

Scott B. McClure
President
Riviera Little League



CITY OF TORRANCE

COMMUNITY SERVICES DEPARTMENT

John Jones
Acting
Community Services Director

Suzie Wand
Acting
Recreation Services Manager

Kenny Kelso
Sr. Recreation Supervisor
(310) 618-2935
Kkelso@torrnet.com

September 27, 2007

Dear Homeowner:

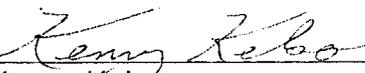
On October 10, 2007, the Parks and Recreation Commission will be hearing a presentation from a representative of Riviera Little League to have their existing lease agreement amended to allow amplified sound at their closing day ceremonies. This meeting will be held 7:00 p.m. in the West Annex Commission Meeting Room located at 3031 Torrance Boulevard.

All persons interested in the above matter are encouraged to be present at this meeting. You may also forward your comments to the Community Services Department, Attention: Kenny Kelso, 3031 Torrance Boulevard, Torrance, CA 90503, or via e-mail to kkelso@torrnet.com.

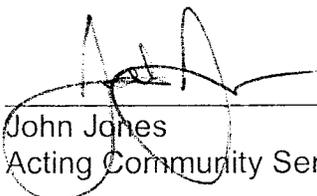
If you have any questions regarding this meeting or would like additional information, please feel free to contact Kenny Kelso at (310) 618-2935.

Sincerely,

JOHN JONES
ACTING COMMUNITY SERVICES DIRECTOR

By 
Kenny Kelso
Senior Recreation Supervisor

NOTED:


John Jones
Acting Community Services Director

KK:JJ:gmb:Youth Sports/Little League/Riviera Little League/2007/Invite Homeowners 10-10-07

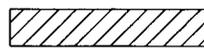


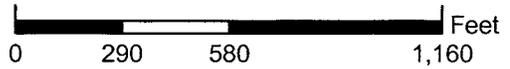
LOCATION AND ZONING MAP

Riviera Little League
 Amendment to existing Lease Agreement
 to allow amplified sound at their
 closing day ceremony.



LEGEND

-  Lago Seco Park
-  Notification Area



EXCERPT OF MINUTES

Minutes Approved
 Minutes Subject to Approval

October 10, 2007

**MINUTES OF A REGULAR MEETING OF THE
 TORRANCE PARKS AND RECREATION COMMISSION**

1. CALL TO ORDER

The Torrance Parks and Recreation Commission convened in a regular session at 7:00 p.m. on Wednesday, October 10, 2007, in the West Annex meeting room at Torrance City Hall.

2. ROLL CALL

Present: Commissioners Cook, Gilbert, Hazell, McGee, Numark, Orpe, Robbins*, Taniguchi, and Chairperson Smoot.

Absent: Commissioner Ning.

Also Present: Acting Community Services Director Jones, Senior Business Manager Minter, Park Services Manager Wilson, Senior Recreation Supervisor Kelso, Park Ranger Supervisor Fujimori, and Acting Recreation Services Manager Wand.

MOTION: Commissioner Numark moved to grant an excused absence to Commissioner Ning for the October 10, 2007 Commission meeting. Commissioner Gilbert seconded the motion; a voice vote reflected unanimous approval.

*Commissioner Robbins arrived at 7:37 p.m.

7. NEW BUSINESS

7A. APPROVAL OF A PROPOSAL FROM RIVIERA LITTLE LEAGUE TO AMEND THEIR EXISTING LEASE AGREEMENT TO ALLOW AMPLIFIED SOUND FOR THEIR CLOSING DAY CEREMONIES

Acting Community Services Director Jones introduced the request, provided background on the material of record, and recommended that the Commission approve a proposal from Riviera Little League requesting an amendment to their existing lease agreement to allow amplified sound during Closing Day Ceremonies at Lago Seco Park. He stated that, if approved, staff would work with the City Attorney's Office to amend the lease agreement and prepare an item to be forwarded to City Council for final approval. He noted that letters from residents included in the agenda material and supplementary materials support the request.

He provided clarification to Commissioner Cook that the amendment would cover the next two years through the end of the lease agreement and to Commissioner Numark that there would only be amplified sound on one day each year.

MOTION: Commissioner Gilbert moved to concur with staff recommendation to approve a lease amendment allowing amplified sound at Lago Seco Park for Riviera Little League's Closing Day Ceremonies. Commissioner Taniguchi seconded the motion; a voice vote reflected unanimous approval (absent Commissioner Ning).

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