

Council Meeting of

November 25, 2008

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

Members of the Council:

SUBJECT: Community Services – Approve a Concession Agreement for the Lease and Full Operation of the Wilson Park Batting Cages and reduce appropriations in the Parks and Recreation Enterprise Fund.

Expenditure: \$31,350

RECOMMENDATION

Recommendation of the Community Services Director that City Council:

- 1) Approve a Concession Agreement with Tyler Sports, Inc., for the Lease and Full Operation of the Wilson Park Batting Cages.
- 2) Reduce appropriations in the Parks and Recreation Enterprise Fund expenditure budget by \$40,500 (1.5 FTE Senior Recreation Leaders) for staff and by \$28,700 for materials/supplies and contracts for a total of reduction of \$69,200.
- 3) Reduce the Parks and Recreation Enterprise Fund revenue budget by \$33,000 for a net budget reduction of \$36,200.
- 4) Approve the one-time use of funds in the amount of \$31,350 for improvements that will separate the functions of the Batting Cage Facility.

Funding

Budgeted positions (currently vacant) and materials budgets are available for reduction within the Parks and Recreation Enterprise Fund.

BACKGROUND

In 2003 the City took control of the Roller Hockey, Skate Park, and Batting Cage Facilities that had previously been operated by the Torrance Skate Association. In 2004, operating plans were approved by City Council establishing the revenue and expenditure budgets for all three programs in the Parks and Recreation Enterprise Fund.

Over the years, the condition of the facilities has declined, specifically at the Skate Park and Batting Cages. The Batting Cages, in particular, are in need of both capital improvements and a reliable vendor to maintain a high level of machine performance

and customer service. Community Services staff have been unable to find a vendor to properly maintain the machines and related equipment and, as a result, the level of customer service has been less than acceptable.

In August 2008, City Council approved a draft Request for Proposals (RFP) seeking operators for the Batting Cage Facility. Staff conducted a mandatory job walk, which drew only two attendees: Tyler Sports Inc. and BFI Inc. Of these two vendors, only one submitted a proposal: Tyler Sports Inc.

Upon acceptance of this proposal, an evaluation committee was formed of staff from both the Community Services Department and Finance Department. The committee reviewed the proposal and interviewed the applicant. The committee was asked to evaluate the proposal based on the following criteria:

1. Experience, Performance and Professionalism
2. Ability to meet the Requirements and Technical Specifications
3. Financial Stability and Resources
4. Provision of operating hours and fees to meet the needs of the community
5. Revenue to offset the City's operating costs for contract management
6. A Capital Improvement Plan that addresses critical facility needs.

ANALYSIS

Upon completion of the review, the committee strongly recommended that Tyler Sports Inc., be hired to operate the Batting Cage Facility. It was the committee's opinion that Tyler Sports met all of the criteria required in the RFP, and in most cases exceeded staff's expectations. Tyler Sports Inc., with more than 30 years in the batting cage industry, has the qualifications, the financial stability, and the marketing plan to make the Wilson Park Batting Cages a premier batting cage facility.

In addition to their experience and track record, Tyler Sports Inc. has shown that they understand the two main needs of the City and the Community. First, the proposal includes nearly \$70,000 worth of capital improvements, including the installation of new fast pitch machines, the replacement of netting and lighting, the purchase of new equipment (helmets, balls, and bats) and an updated look and feel to the facility. Second, the proposal includes a marketing plan specifically geared toward youth leagues in the community, including promotional giveaways, complimentary passes, and coupons for youth participants.

As the three facilities at the Wilson Park Sports Complex were designed with a single operator in mind, the City will need to make improvements in order for this agreement to be possible. These improvements, estimated at \$31,350, will provide the equipment necessary to separate the batting cages from the rest of the complex for utility billing, control, and accountability. In addition, the improvements will provide staff at the facility with better view corridors and increased control over participants in common areas, and will create an open and inviting entrance to the facility (Attachment B).

In contracting out operation of the batting cages, staff anticipate an expenditure savings of approximately \$70,000 annually. With the proposed reduction in revenues of \$33,000, the City stands to save roughly \$37,000 annually, with increased revenue based on successful performance of the Concessionaire (Attachment C). These savings, coupled with dramatic improvements to the facility, provide the City with the opportunity to save money while improving the level of service to the community.

Therefore, it is the recommendation of the Community Services Director that City Council approve the Concession Agreement with Tyler Sports Inc. for the Lease and Full Operation of the Wilson Park Batting Cages and the related budget modifications listed above. With your honorable body's approval, staff recommend a start date for this contract of December 1, 2008. The improvements included in this item will require the complete closure of the batting cage facility for approximately 2-3 months. Both staff and representatives from Tyler Sports Inc. believe that the facility can and will be reopened in mid to late January, in time for the beginning of youth baseball and softball leagues.

Respectfully submitted,



John Jones
Community Services Director

CONCUR:



LeROY J. JACKSON
City Manager

Attachments: A) Concession Agreement for Wilson Park Batting Cages
 B) Proposed Improvement Breakdown
 C) Proposed Budget Modifications
 D) Aerial Map of Sports Complex
 E) Aerial Map of Batting Cages
 F) Tyler Sports Inc. Proposal

CONCESSION AGREEMENT

Between

Tyler Sports Inc.

and

THE CITY OF TORRANCE

November 25, 2008

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CONCESSION AGREEMENT

This Concession AGREEMENT ("AGREEMENT") is made and entered into as of November 25, 2008, in the City of Torrance, California, by and between the City of Torrance, a Municipal Corporation, ("CITY") and Tyler Sports Inc., a California Corporation ("CONCESSIONAIRE").

RECITALS

The CITY has one batting cage facility with eight batting cages, two pitching tunnels, two batting cage offices, and associated public areas.

CONCESSIONAIRE wishes to operate this facility, including the batting cages, both slow and fast pitch, provide baseball and softball instruction, and for the sale of baseball and softball related merchandise.

The CITY is willing to contract with CONCESSIONAIRE for services and use of the premises subject to the terms of this AGREEMENT.

AGREEMENT

1. PREMISES

A. Delivery of Premises.

CITY delivers, and CONCESSIONAIRE accepts this AGREEMENT for use of the premises described in Exhibit "A", subject to the terms and conditions of this AGREEMENT. The purpose of this AGREEMENT is to provide for the operation of the batting cage facility at Wilson Park for the general public. The public will be authorized the use of and ingress and egress across all the premises and also to buildings and facilities subject to reasonable restrictions and conditions.

2. TERM AND OPTION

A. Term.

The term of this AGREEMENT is for five years beginning December 1, 2008.

B. Period of Extension.

CITY may, at CITY's option, extend the term of this AGREEMENT for two additional years for a maximum of two extensions, subject to all the provisions of the AGREEMENT.

C. Conditions for Exercise.

CITY's right to exercise an option to extend, pursuant to this Paragraph 2, is subject to the following conditions precedent:

1) CITY must give CONCESSIONAIRE thirty days notice, prior to the expiration of the term, of CITY's option to extend the term of the AGREEMENT for two additional years.

2) CONCESSIONAIRE must not be in default under any provision of this AGREEMENT at the time notice of exercise is given or on the last day of the term.

3. NATURE OF CONCESSION

From and after the date first written above, CITY releases to CONCESSIONAIRE the premises and CONCESSIONAIRE accepts the premises, and agrees to comply with all the following conditions:

A. Hours of Operation.

CONCESSIONAIRE must at all times maintain a written schedule delineating the operating hours and operating procedures for each business operation conducted on the premises. The hours of operation must comply with Exhibit B.

B. Rent.

CONCESSIONAIRE must pay monthly rent to CITY. The rent required is the greater of (a) seven (7)% of gross receipts each month from all business conducted on the premises, including batting cage rental, token revenue, group and private instruction, merchandise sales and service, and approved vending sales, or a minimum of (b) \$1,050 per month during the months of July, August, September, October, November, December, January, and February, and a minimum of \$1,450 per month during the months of March, April, May, and June.

CONCESSIONAIRE's monthly payments will be waived for a period not to exceed three months from the date of this agreement to facilitate the proposed improvements and modifications to the facility.

C. Capital Improvements

CONCESSIONAIRE will make the following capital improvements to Wilson Park Batting Cages:

- 1) Removal of all pitching machines, including both slow pitch and fast pitch machines
- 2) Installation of eight (8) new Iron Mike pitching machines from Master Pitching Machine Company
- 3) Re-installation of the six (6) existing slow pitch machines
- 4) Modification of the ball retrieval system to accommodate the new pitching machines
- 5) Modification to the computer system and rewiring of the light boxes to combine the existing system with the new machines
- 6) Reconstruction of the existing pitching machine structure to accommodate the new machines

- 7) Upgrades to the lighting fixtures to provide appropriate lighting levels
- 8) Repair and/or replacement of all netting, including the top canopy, the east perimeter, the back net, the west perimeter, the divider nets between each batter's box, and the backstops
- 9) Purchase of new balls as necessary
- 10) Painting of the cage floors with court surfacing, including green infields, brown batters boxes, and white batter's box lines
- 11) Introduction of a new token system, including new tokens, the replacement of the existing coin box mechanisms, and repair/repaint of all coin boxes
- 12) Purchase of new batting helmets and bats
- 13) Replacement of all signage including cage numbers

D. Operation of Facilities

CONCESSIONAIRE will operate and manage the facilities in a competent and efficient manner at least comparable to other well-managed batting cage facilities of similar type in the Greater Los Angeles vicinity.

E. Personnel

CONCESSIONAIRE will at all times retain active, qualified, competent, and experienced personnel to supervise CONCESSIONAIRE'S operations at the premises and to represent and act for CONCESSIONAIRE at the premises.

F. Appearance of Personnel

CONCESSIONAIRE must require its attendants and employees to be dressed properly, clean, courteous, efficient and neat in appearance at all times. CONCESSIONAIRE must not employ any person(s) in or about the premises who use offensive language or act in a loud, boisterous or otherwise offensive manner.

G. Review of Personnel

CONCESSIONAIRE must maintain a close check over attendants and employees to insure the maintenance of a high standard of service to the public. CONCESSIONAIRE must replace any employee for good cause pursuant to applicable federal and state laws.

CONCESSIONAIRE, along with any employees or agents that provide services at the facility, will be required to complete a California Department of Justice background check before commencing service. This is to be done at the expense of the CONCESSIONAIRE.

H. Cost of Operation

CONCESSIONAIRE will assume the full cost of operating the facility, including staff, insurance, electricity, trash removal, telephone, custodial, minor building and facility maintenance (under \$500.00 per incident) and upkeep.

I. Common Area

The CITY will maintain the common area outside of the batting cages, including the restrooms, steps, service ramp, walkway lighting, and landscaping.

J. Coordination of Concessions

The CONCESSIONAIRE will be responsible for the coordination of any concessions within the facility, with the exception of vending machines and sale of snacks, and both hot and cold drinks. All other vending machines must be approved by the Community Services Director.

K. Publicity and Programs

CONCESSIONAIRE must assume all costs and responsibility for publicity and programs excluding the Torrance Seasons and City website.

L. Prices

A schedule of prices charged for all goods and/or services supplied to the public on the premises must also be maintained. All prices charged for goods and/or services supplied to the public on or from the premises must be fair and reasonable, based upon the following considerations:

1) CITY'S primary purpose for entering into this AGREEMENT is to promote the development of, and make available, recreational facilities and services for the benefit of the public.

2) CONCESSIONAIRE will be entitled to charge prices for the goods, accommodations, and services offered in accordance with this AGREEMENT that are reasonable and consistent with market prices charged by other competing and/or comparable businesses in the greater Los Angeles vicinity provided, however, that charges for use of the batting cages and pitching tunnels must comply with Exhibit B.

M. Packaging.

CONCESSIONAIRE agrees that when alternate forms of packaging are available, only items packaged in a manner most compatible with the goals of reducing litter and preserving the environment will be sold.

4. INSURANCE

A. CONCESSIONAIRE agrees that at all times during the term of this AGREEMENT it will maintain, at its own expense, a policy or policies of insurance that will insure and indemnify CITY, the City Council, both present and future, and each member thereof, and every officer and employee and members of boards and commissions of the CITY against liability or financial loss resulting from injury occurring to persons and property in or about the property by reason of the use and occupation

by CONCESSIONAIRE or by any other person or persons on the property in an amount not less than \$1,000,000.00 combined single limit bodily injury and property damage each accident or occurrence. CONCESSIONAIRE must maintain Workers' Compensation limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.

B. The policy will be the primary coverage for CONCESSIONAIRE and additional insureds.

C. The policy must provide Comprehensive General Liability Protection and must include, among other types of coverage, Contractual Liability and Products Liability.

D. The policy must provide insurance in the amount above on account of liability imposed upon the CONCESSIONAIRE by law for damage caused by the negligent act, error or omission of CONCESSIONAIRE or any person for whose acts CONCESSIONAIRE is liable arising out of the conduct of the terms of this AGREEMENT.

E. The CITY, the City Council and each member thereof, present and future, and every officer, agent and employee of the CITY and every member of its boards and commissions must be named as additional insureds on the policies. The policy must be issued by an insurer rated in Best's Insurance Guide with a financial rating of Class V or better. The policy must provide that the insurance coverage will not be canceled or reduced by the insurance carrier without the CITY having been given thirty days prior written notice by the carrier. CONCESSIONAIRE agrees that it will not cancel or reduce the insurance coverage without the CITY having been given thirty days prior written notice by CONCESSIONAIRE.

F. At all times during the term of this AGREEMENT, CONCESSIONAIRE must maintain on file with the CITY, a certificate of the insurance carrier or carriers

showing that the insurance is in effect in the amount required above. Notwithstanding any other provisions of this AGREEMENT to the contrary, CONCESSIONAIRE does not have the right to possession of the property until the certificate is filed with the CITY.

5. INDEMNITY

CONCESSIONAIRE will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees, and every member of its boards and commissions, from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, bodily injury, death, personal injury, or property loss or damage arising from or related to acts or omissions of CONCESSIONAIRE, its officers, employees, agents, subcontractors or vendors, or in connection with the performance by CONCESSIONAIRE, its officers, employees, agents, subcontractors or vendors, of its services, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees, or agents.

6. AUDIT AND REPORTS

A. CITY'S Right to Inspect Books and Records.

CONCESSIONAIRE must provide the CITY with access to the following reports, to be maintained at the facility for the duration of the AGREEMENT:

- 1) Printout or copy of daily revenues, reservations, and rentals.
- 2) Monthly maintenance record.

- B. CONCESSIONAIRE Must Provide the CITY the Following Reports on a Quarterly Basis:

Within thirty days of the end of each calendar quarter, CONCESSIONAIRE must submit a gross receipts statement, depicting quarterly revenues by type of revenue source, including batting cage rental, token revenue, group and private instruction, merchandise sales, and approved vending services.

- C. CONCESSIONAIRE Must Provide to the CITY an Annual Certified or Reviewed Financial Statement.
- D. CONCESSIONAIRE Must Utilize a Cash Register that Issues a Receipt to Each Person for All Services Rendered.

7. PLACE OF PAYMENT; LATE PAYMENT

- A. Place of Payment.

All monthly rent payable to the CITY must be paid, without abatement, deduction or offset, to the office of the Director of Finance of the CITY, at 3031 Torrance Boulevard, Torrance, California 90503, on or before the 15th of every month, or the next business day.

- B. Late Charge.

If CONCESSIONAIRE fails to pay any monthly rent that is due, and CONCESSIONAIRE fails to make payment thereof within five (5) days after written demand thereof by CITY, then CONCESSIONAIRE shall pay to CITY, as a late charge and in consideration of the additional costs incurred by CITY and the additional record keeping required to be performed by CITY, a minimum of One Hundred Dollars (\$100.00).

C. Late Charge as Additional Fee.

The late charges payable pursuant to this Paragraph 7 shall be deemed to be an Additional Fee under this Agreement.

8. PERMITS

A. No Obligation to Issue.

This AGREEMENT will not be construed to (1) exempt CONCESSIONAIRE from the requirement of obtaining any permit or license, or obtaining any development review or approval required by the Torrance Municipal Code or pursuant to any other applicable provision of law; or (2) by its existence entitle CONCESSIONAIRE to any permit, license, review or approval required by the Torrance Municipal Code or by any other applicable provision of law.

B. Refusals to Issue Permits, etc.

A refusal or failure by the CITY to issue any permit, license, or approval sought by the CONCESSIONAIRE for construction of improvements or the conduct of one or more business operations on the premises will not constitute a breach of this AGREEMENT, whether or not any such refusal or failure was wrongful.

9. SITE PREPARATION

A. On the Part of the CITY

The CITY agrees to complete the following modifications to the facility to allow full use of the facility by the CONCESSIONAIRE:

1. Installation of a new Southern California Edison Meter specifically for the Batting Cage Facility, allowing the CONCESSIONAIRE sole responsibility for electricity usage and billing for the facility

2. Installation of a fence closing the corridor between the Batting Cages common area and the Skateboard Park common area

3. Installation of a door on the south side of the Batting Cage Office for customer access from the Batting Cage common area

4. Replacement of the dividing wall between the batting cages and the roller hockey rink with chain link fencing and protective windscreen

B. Risk of CONCESSIONAIRE.

CONCESSIONAIRE may proceed to construct structures and other improvements on the premises at its sole risk as to the condition of the premises.

10. ALTERATIONS AND IMPROVEMENTS

A. Cost of Alterations and Improvements.

Any alterations and improvements other than those listed above will be done at CONCESSIONAIRE'S sole cost and expense.

B. Construction Approval.

CONCESSIONAIRE may not construct any building, structure or other improvement on the premises unless the plan showing the location and construction plans and specifications are first approved by the Director of Community Services, the Director of Community Development, and by the City Council.

C. Standards.

1) Any construction must be done in accordance with CITY'S Building Code and must be constructed of all new or commercially-acceptable material, as approved by the CITY.

2) CONCESSIONAIRE must obtain building permits from the Director of Community Development as required by the Torrance Municipal Code (which incorporates the CITY'S Building and Fire Codes) and any other applicable laws.

3) CONCESSIONAIRE must prepare final plans and specifications substantially conforming to the preliminary plans previously approved by the Director of Community Services and deliver to the Department of Community Development of the CITY one complete set as approved by all government agencies of the CITY having jurisdiction over the project. Changes from the preliminary plans will be considered to be within the scope of the preliminary plans if they are not substantial or if they are made to comply with suggestions, requests or requirements of a governmental agency of the CITY in connection with the application for permit or approval. After the final plans and specifications have been approved by the Department of Community Development, no changes will be made without the prior written approval of the City Council of the CITY. Any work that does not comply with the approved final plans and specifications, or that does not comply with all applicable laws and regulations, including, but not limited to, building and safety codes and environmental laws, will be promptly redone at CONCESSIONAIRE'S cost and expense.

4) CONCESSIONAIRE must notify the City Manager of CONCESSIONAIRE'S intention to commence construction or bring any building materials onto the premises. The CITY will have the right to post and maintain on the premises any notices of non-responsibility provided for under applicable law, and to inspect the premises in relation to the construction at all reasonable times.

D. Changes and Alterations.

All changes and alterations will be of such a character that, when completed, the value and utility of the building, structure or other improvement changed or altered by the changes or alterations, will not be less than the value and utility immediately before the change or alteration.

E. Workmanlike Manner.

All work done in connection with any changes or alterations must be performed in a good and workmanlike manner and with due diligence.

F. Improvements.

CONCESSIONAIRE may not remove or demolish, in whole or in part, any improvement upon the premises without the prior written consent of the CITY, which may, at its sole discretion, condition its consent upon the obligation of CONCESSIONAIRE to replace the improvement, in whole or in part.

G. Further Acts -- Utilities.

1) The CITY, upon written request of CONCESSIONAIRE, will execute any instruments as may be reasonably necessary to subject the CITY'S fee interest in the premises to easements for the installation, maintenance, repair and replacement of normal utilities to service the premises; provided, however, that the CITY will incur no out-of-pocket costs, liabilities, obligations or expenses as a result of the granting easements for the installation, maintenance, repair or replacement of utilities during the term of this AGREEMENT.

H. Payment for Utility Services.

CONCESSIONAIRE must pay all charges for electricity, pickup of refuse, and telephone services. Services for electricity, pickup of refuse, and telephone must be billed in CONCESSIONAIRE'S name.

I. Damage to or Destruction of Improvements.

In the event of damage to, or destruction of, CONCESSIONAIRE-constructed facilities, or if improvements located within the premises are declared unsafe or unfit for use or occupancy by a public entity with the authority to make and enforce the declaration, CONCESSIONAIRE must within fifteen days, commence and diligently pursue to complete the repair, replacement, or reconstruction of

improvements necessary to permit full use and occupancy of the premises for the purposes required by this AGREEMENT. Repair, replacement, or reconstruction of improvements within the premises must be accomplished according to plans approved by the Director of Community Services.

11. LIENS

A. Payment of Liens.

Subject to CONCESSIONAIRE'S right to contest the same as provided in this Paragraph 11, CONCESSIONAIRE agrees that it will pay as soon as due all mechanics', laborers', materialmen's, contractors', subcontractors', or similar charges, and all other charges of whatever nature which may become due, attached to or payable on the premises for any structure or other improvements thereon, from and after the date that this AGREEMENT is executed, or as a result of any work performed on the premises by CONCESSIONAIRE or any of CONCESSIONAIRE'S agents, employees or contractors prior to that date. CONCESSIONAIRE will not be responsible for any charges arising from work performed on the premises by the CITY'S employees or agents.

B. No Agency.

CONCESSIONAIRE is not in any respect an agent of the CITY, nor is CONCESSIONAIRE authorized to do any act or to make any contract encumbering or in any manner affecting the title or rights of the CITY in or to reversionary interest of the CITY in the premises or the improvements thereon.

C. Discharge of Lien.

If any mechanics' or other liens are filed against the premises or an interest therein, which are caused by CONCESSIONAIRE'S conduct, CONCESSIONAIRE must cause the same to be discharged of record within ninety

days after the date of filing the same, or otherwise free the premises from the effect of the claim of lien and any action brought to foreclose the lien; or CONCESSIONAIRE must promptly furnish to the CITY a bond in an amount and issued by a surety company satisfactory to the CITY, securing the CITY against payment of the lien and against any and all loss or damage whatsoever in any way arising from the failure of CONCESSIONAIRE to discharge the lien.

D. Contest of Liens.

CONCESSIONAIRE will have the right to contest any liens in good faith and with due diligence, provided that during the time CONCESSIONAIRE contests the liens, CONCESSIONAIRE must furnish the CITY with a bond in an amount and issued by a surety company satisfactory to the CITY securing the CITY against payment of the lien and against any and all loss or damage whatsoever in any way arising from the failure of CONCESSIONAIRE to discharge the lien, and provided further the CONCESSIONAIRE must fully pay and immediately discharge the amount of any final judgment rendered against the CITY or CONCESSIONAIRE in any litigation involving the enforcement of the liens or their validity, provided that the lien(s) arose from CONCESSIONAIRE'S conduct.

E. Failure to Discharge.

In the event of CONCESSIONAIRE'S failure to discharge liens arising from its conduct, to satisfy any uncontested lien within the ninety day period, or to pay and satisfy any judgment, the CITY may, but is not obligated to, pay the amount, inclusive of any interest and any costs assessed against CONCESSIONAIRE in the litigation, or may discharge the lien by contesting its validity, or by any other lawful means.

F. CITY Warranty.

CITY warrants to CONCESSIONAIRE that at the time of the execution of this AGREEMENT, there are no mechanics', laborers', materialmen's, contractors', subcontractors' or similar charges upon the premises.

12. SAFETY REQUIREMENTS AND OPERATION

A. Safety Hazards.

All work performed under this AGREEMENT must be performed in a manner that meets or exceeds all State of California safety regulations. The CITY reserves the right under California law to issue restraining or cease and desist orders to CONCESSIONAIRE when unsafe or harmful acts are observed or reported relating to, or connected with, CONCESSIONAIRE'S performance under this AGREEMENT.

B. Hazard Free Premises.

CONCESSIONAIRE must maintain the premises free of hazards to persons and/or property resulting from its operations. Any hazardous condition noted by the CONCESSIONAIRE, at any place on the premises that is not a result of CONCESSIONAIRE'S operations, must be reported to the CITY as soon as reasonably possible.

13. MAINTENANCE AND REPAIR

A. Preservation of Premises.

CONCESSIONAIRE must at its sole cost and expense, throughout the term of this AGREEMENT, maintain, and as reasonably necessary, remodel, refurbish, or otherwise preserve the buildings, structures, other improvements, equipment, fixtures and signs on the premises in a safe, clean and sanitary condition and in compliance with all requirements of law. CONCESSIONAIRE must also conduct its operations on the premises, using the best known available and practical devices and facilities, to

reduce as much as is reasonably practicable, considering the nature and extent of CONCESSIONAIRE'S operations, the emanating from the premises of noise, vibration, movements of air, fumes and odors, so as not to interfere unreasonably with the use of other premises adjoining the premises.

B. Inspection.

CITY, by its officers, employees, agents, representatives and contractors, has the right at all reasonable times to enter upon the premises for the purpose of inspecting the premises for any maintenance violations. CONCESSIONAIRE must correct each and every violation as soon as possible but no later than within seventy-two (72) hours after being informed in writing by the CITY of the maintenance violations.

C. Corrections.

If CONCESSIONAIRE fails to correct any unsafe, unclean, or unsanitary condition within seventy-two hours after being notified in writing to do so by the CITY, the CITY has the right, but not the obligation, to enter the premises and remedy the condition, or conditions, and charge the cost to CONCESSIONAIRE without any liability for any resulting business loss or damage. In the event of an emergency, the CITY has the right, but not the obligation, to immediately enter the premises to remedy any unsafe, unclean, or unsanitary condition and charge the cost to CONCESSIONAIRE. The CITY will notify CONCESSIONAIRE of the emergency as soon as reasonably possible.

D. Maintenance.

CONCESSIONAIRE must paint, clean and as reasonably necessary preserve and refurbish the surfaces of the interior and exteriors of all buildings, structures, work areas and on the premises.

14. TITLE

A. Surrender of Possession.

At the expiration of the term of this AGREEMENT or upon earlier termination, this AGREEMENT will terminate without further notice and CONCESSIONAIRE must immediately surrender possession of the premises to the CITY, and all structures, and other improvements must remain.

B. Removal.

No structures or other improvements may be removed from the premises or voluntarily destroyed or damaged during the term of this AGREEMENT without the prior written consent of the City Manager, which may be granted or withheld in the sole discretion of the City Manager.

C. Personal Property.

Any and all personal property, not attached to or installed in any building, structure or other improvement that CONCESSIONAIRE places in, upon or about the premises during the term may be removed prior to the expiration of the term of this AGREEMENT and will, as between the CITY and CONCESSIONAIRE, be and remain the personal property of CONCESSIONAIRE.

D. Utility Fixtures.

Notwithstanding any terms to the contrary contained in this Section, any and all lighting, plumbing, air cooling, air conditioning, heating and ventilating equipment ("Utility Fixtures") are deemed to be a part of the realty, and regardless of whether or not any item or equipment can be removed without structural damage to the building, structure or improvement in which it is installed, no Utility Fixtures may be removed from any buildings, structures or other improvements, except for repairs, alterations, and replacement with like equipment, without the consent of the City

Council, and all Utility Fixtures must remain as a part of the realty at the expiration or termination of the term of this AGREEMENT.

15. ASSIGNMENT AND SUBLETTING

CONCESSIONAIRE may not sublet all or any part of the premises, or assign this AGREEMENT or any interest in the premises, without first obtaining the written consent of the City Council. The giving of any consent will not be a waiver of any right to object to further or future assignments or subleases, consent to which must be first obtained in writing from the City Council. Any assignment of this AGREEMENT to an assignee approved by the CITY will not relieve the assignor of any liability under this AGREEMENT arising after the effective date of the assignment unless the CITY expressly and in writing releases the assignor, and upon any assignment of this AGREEMENT if the CITY does not expressly release assignor, assignor will remain fully liable under the AGREEMENT during the entire unexpired term. The CITY will have forty-five (45) days to approve or disapprove any proposed sublease, assignment or transfer submitted by CONCESSIONAIRE.

16. COMPLIANCE WITH LAW

A. Operation.

CONCESSIONAIRE must conduct all operations in accordance with, and comply with, and must cause all sub-lessees, permittees, licensees, assignees and/or concessionaires to conduct all operations in accordance with, and comply with, all federal, state and local laws, ordinances, rules and regulations applicable to the business, whether now in effect or hereafter adopted (including, without limitation, those of the City of Torrance, the County of Los Angeles, the State of California and the United States of America), including, but not limited to, compliance with all technical construction codes adopted by the City of Torrance, and all rules and regulations

adopted for the operation of the premises, to the extent CONCESSIONAIRE is able to control the conduct of third parties by means of reasonable efforts.

B. Licenses and Permits.

CONCESSIONAIRE must obtain and maintain during the term of this AGREEMENT, all appropriate licenses, permits and certificates that may be required in connection with the operation of its facilities, including, but not limited to, all CITY licenses, permits and certificates, all without additional expense to the CITY.

17. RIGHT TO TERMINATE AGREEMENT

A. Notice of Default.

If either party fails to perform, keep or observe any of the terms, covenants or conditions of this AGREEMENT, the other party may give written notice to correct the condition or cure the default. If the condition or default continues for thirty (30) days after receipt of notice, the party not in default may give notice of its election to terminate this AGREEMENT and twenty (20) days after receipt of the notice, this AGREEMENT will cease and terminate. Election to terminate by either party will not be construed as a waiver of any claim it may have against the other party, consistent with the termination.

B. Correction.

If, however, any default cannot physically be corrected within thirty (30) days, and if the party in default has commenced to remedy the default promptly after the receipt of notice, and continuously and diligently proceeds in good faith to eliminate the default, then the period for correction will be extended as reasonably necessary to correct the default.

C. Notice of Default.

City will not be under any obligation to mail, deliver or serve any notice under this Paragraph 17 to any person other than CONCESSIONAIRE.

18. NOTICES

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

1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

2) First-class mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

3) Certified mail. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

4) 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.

5) 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 will be deemed received on the next business day if it is received after 5:00 PM (recipient's time) or on a non-business day. Addresses for purpose of giving notice are as follows:

<p><u>CONCESSIONAIRE:</u></p> <p>Tyler Sports Inc Att.: Jay Tyler P.O. Box 3606 Torrance, California 90503 Fax: (310) 533-5188</p>	<p><u>CITY:</u></p> <p>City of Torrance City Clerk 3031 Torrance Boulevard Torrance, California 90503 Fax: (310) 618-2931</p>
---	--

B. 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.

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

19. AMENDMENTS AND MODIFICATIONS

This AGREEMENT may not be amended or modified in any way, except in writing signed by both parties.

20. APPROVALS BY THE CITY

No consent, approval or satisfaction of the CITY, and no waiver by the CITY of any provision will be effective unless in a writing specifically referring to this AGREEMENT and executed by the City Manager or his designee for the CITY; no consent, approval, or satisfaction with respect to this AGREEMENT will be inferred or implied from any other act or omission of the CITY or any agent or employee of the CITY. Similarly, unless otherwise expressly provided, no approval, consent or other action taken by the CITY under or pursuant to this AGREEMENT will be deemed to waive any other rights or authority of the CITY. Similarly, nothing contained in this AGREEMENT will in any way restrict or diminish the rights, powers or jurisdiction of the CITY, its City Council, Planning Commission and other agencies with respect to the

governance of the premises and all improvements, business and activities located on or conducted on the premises.

21. MISCELLANEOUS PROVISIONS

A. Exclusive.

No remedy or election provided by any provisions in this AGREEMENT will be deemed exclusive unless so indicated, but will whenever possible be cumulative with all other remedies in law or equity, except as otherwise specifically provided herein.

B. Covenant and Condition.

Each provision will be deemed both a covenant and condition.

C. Time of the Essence.

Time is of the essence of this AGREEMENT and of each and every provision of this AGREEMENT where time is a factor.

D. Paragraph Headings.

The paragraph and subparagraph headings in this AGREEMENT are for convenience and reference only, and are not intended to and do not define, govern, limit, modify or in any manner affect the scope, meaning or intent of any provision in this AGREEMENT.

E. Severability.

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

F. Consent or Approval.

In the event any provision under this AGREEMENT requires or anticipates that either party make a judgment, give consent or approval, or exercise discretion, that party agrees to do so reasonably and in good faith, with due diligence, except in those

specific instances where an AGREEMENT provision specifically sets forth a different standard of approval, in which case the specific standard of that AGREEMENT provision will govern.

G. 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.

H. Security.

CONCESSIONAIRE hereby acknowledges that the rent payable to the CITY does not include the cost of guard service or other security measures, and that the CITY has no obligation to provide security. CONCESSIONAIRE assumes all responsibility for the protection of the CONCESSIONAIRE, its employees and agents, invitees, customers and property from acts of third parties.

I. Holding Over.

Any holding over by CONCESSIONAIRE after the expiration or any termination of this AGREEMENT will not constitute a renewal or extension of the term of this AGREEMENT or give CONCESSIONAIRE any rights in or to the premises.

J. Relationship.

Nothing contained in this AGREEMENT will be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between the CITY and CONCESSIONAIRE or any other relationship other than Grantor and CONCESSIONAIRE.

K. Attorneys' Fees.

If an action is instituted to enforce any provision or for damages by reason of an alleged breach of any provision of this AGREEMENT, the prevailing party will be

entitled to receive from the other party all costs and expenses and an amount as the court may adjudge to be reasonable attorneys' fees and costs.

L. Complete Understanding.

This AGREEMENT represents the full and complete understanding between the parties with respect to the subject matter. No verbal AGREEMENTS or representations or implied covenants will be held to vary the provisions of this AGREEMENT.

M. Further Assurances.

CONCESSIONAIRE and CITY will execute any and all additional papers, documents and other assurances and will do any and all acts or things reasonably necessary in connection with the performance of their obligations to carry out the express intent of the parties to the AGREEMENT in a timely manner.

N. Force Majeure.

If the performance by CONCESSIONAIRE of any of its obligations or undertakings under this AGREEMENT is interrupted or delayed by an occurrence not occasioned by the conduct of either party to this AGREEMENT, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake, or other natural forces, or by the acts of anyone not a party to this AGREEMENT, then CONCESSIONAIRE will be excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of the occurrence.

O. Exhibits.

All exhibits identified in this AGREEMENT are incorporated into the AGREEMENT by this reference.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first written above.

CITY OF TORRANCE
a Municipal Corporation

Tyler Sports Inc
a California Corporation

By _____
Frank Scotto
Mayor of the City of Torrance

Jay Tyler
President

ATTEST:

Sue Herbers
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
CITY ATTORNEY

By _____

EXHIBIT A – SCOPE OF SERVICES

Facilities

The CONCESSIONAIRE will manage and administer all facilities and areas contained in the Wilson Park Batting Cage Facility, including the eight (8) batting cages, the two pitching tunnels, the batting cage common area, and two (2) batting cage offices.

Maintenance

The CONCESSIONAIRE will maintain and perform all repairs to the facility, including maintenance of the pitching machines, netting, coin operators, timers, coin and change machines, and lighting, and will perform basic maintenance to the facility including walkways and seating areas, trash removal, and power washing of concrete.

Marketing

The CONCESSIONAIRE is responsible for the marketing of its programs and facilities and all costs associated with said marketing, with the exception of the City's Quarterly Seasons Guide. Concessionaire will be notified of the due dates for all information contained in the Seasons Guide, and will be expected to submit information as required to meet the City's publication schedule.

Capital Improvements

The CONCESSIONAIRE is responsible for performing the following Capital Improvements at an estimated cost of \$67,680:

- Installation of Iron Mike Pitching Machines
- Modification to platforms for new pitching machines
- Welding and coring as necessary for installation of new equipment
- Upgrades to stall lighting
- Replacement/repair of netting
- Replacement of balls, bats, and batting helmets
- Replacement of tokens and token systems
- Replacement of Batting Cage signage, including cage numbers and rules
- Court paint
- Repairs of coin boxes, coin mechanisms

EXHIBIT B -- PERFORMANCE OF SERVICES

Performance:

The CONCESSIONAIRE shall perform the services in accordance with the provisions of these specifications in a professional, ethical, courteous, and orderly manner as a best effort to obtain and keep the confidence of the community.

Hours(*):

Day(s)	Current Open Hours:
Monday – Friday	3:00 PM - 9:30 PM
Saturday	10:00 AM – 9:00 PM
Sunday	10:00 AM – 8:00 PM

(*) These hours represent the MINIMUM hours of operation keeping in mind the hours of operation of public parks is 6:00 AM - 10:00 PM as stated in the Torrance Municipal Code, Section 49.2.1.

Note: Lessee is required to provide Torrance residents priority in renting court time and in registering for programs/instruction.

Charges:

Batting cage tokens, cage rental fees, lessons and instruction, pitching tunnel rental, and use of the curve ball machine shall be as follows:

Batting Cage Time	
1 Token/12 Pitches	\$1.00
One quarter (1/4) hour	\$13.00
One half (1/2) hour	\$24.00
One (1) hour	\$36.00
Hitting/Pitching Lessons	\$45.00
Pitching Tunnel Time	
One half (1/2) hour	\$20.00
One (1) hour	\$30.00
Curve Ball Machine	
One half (1/2) hour	\$24.00
One (1) hour	\$36.00

Proposed Improvements to the Batting Cages and Sports Complex

The three facilities at the Wilson Park Sports Complex were designed to meet the needs of a single operator. Therefore, the City will need to make improvements to provide separation in both the operation and administration of programs. The improvements required for the Batting Cages only are as follows:

- Installation of a separate Southern California Edison Meter for the batting cages and related wiring and lighting improvements: \$18,000
- Installation of a chain link fence to separate the batting cage common area from the skate park common area: \$500
- Installation of an exterior door on the south side of the facility to accommodate customers from the batting cage common area: \$4,250

In addition, staff are recommending that the following improvements also be made to the new office location of the roller hockey program:

- Installation of a window, new siding, and paint on the new roller hockey offices: \$6,600
- Removal of the wooden separator wall between the batting cages/skatepark and roller hockey rink and replacement with chain link fencing with optional windscreen: \$2,000

These repairs in total are estimated at \$31,350.

Proposed Budget Adjustments for the Batting Cages

The following budget adjustments are recommended by staff in the Parks and Recreation Enterprise Fund:

Expenditure budget reduction: \$69,073*

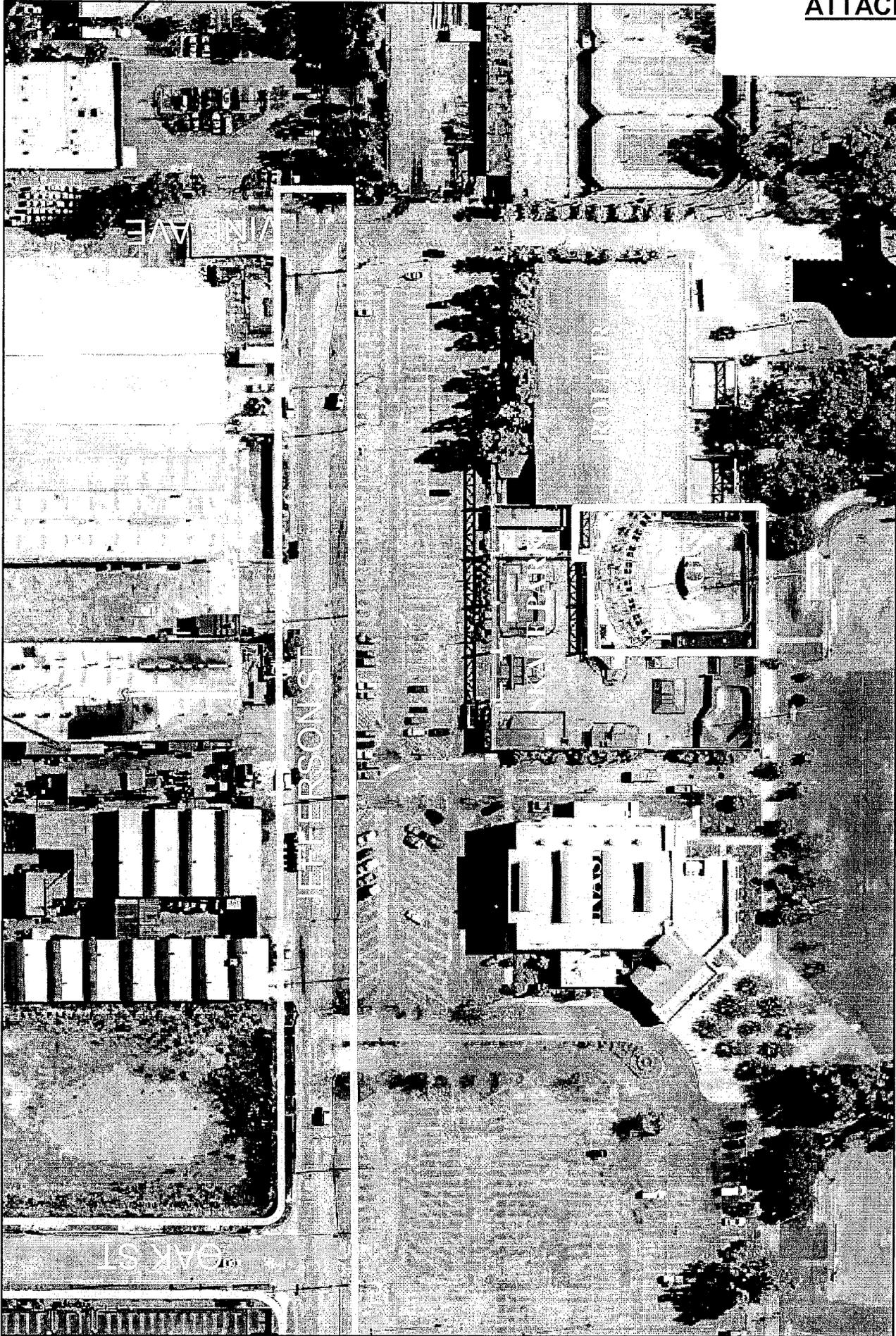
- Reduce appropriations by \$40,373 (1.5 FTE Senior Recreation Leader at an hourly rate** of \$12.94)
- Reduce appropriations by \$28,700 for materials/supplies and contracts, leaving \$5,000 for related repairs as indicated in the contract

*The proposed budget reduction is representative of the Fiscal Year budget. This reduction does not include the one-time use of funds during the current fiscal year only (FY08-09) for improvements that will isolate the batting cages

Revenue budget reduction: \$33,000

- Reduce appropriations by \$33,000 for participant revenue, leaving \$15,000 for revenue received from the lease agreement (based on minimum levels of gross revenue from the vendor)

**Hourly rate as provided in the 2008-09 Budget Labor Projection



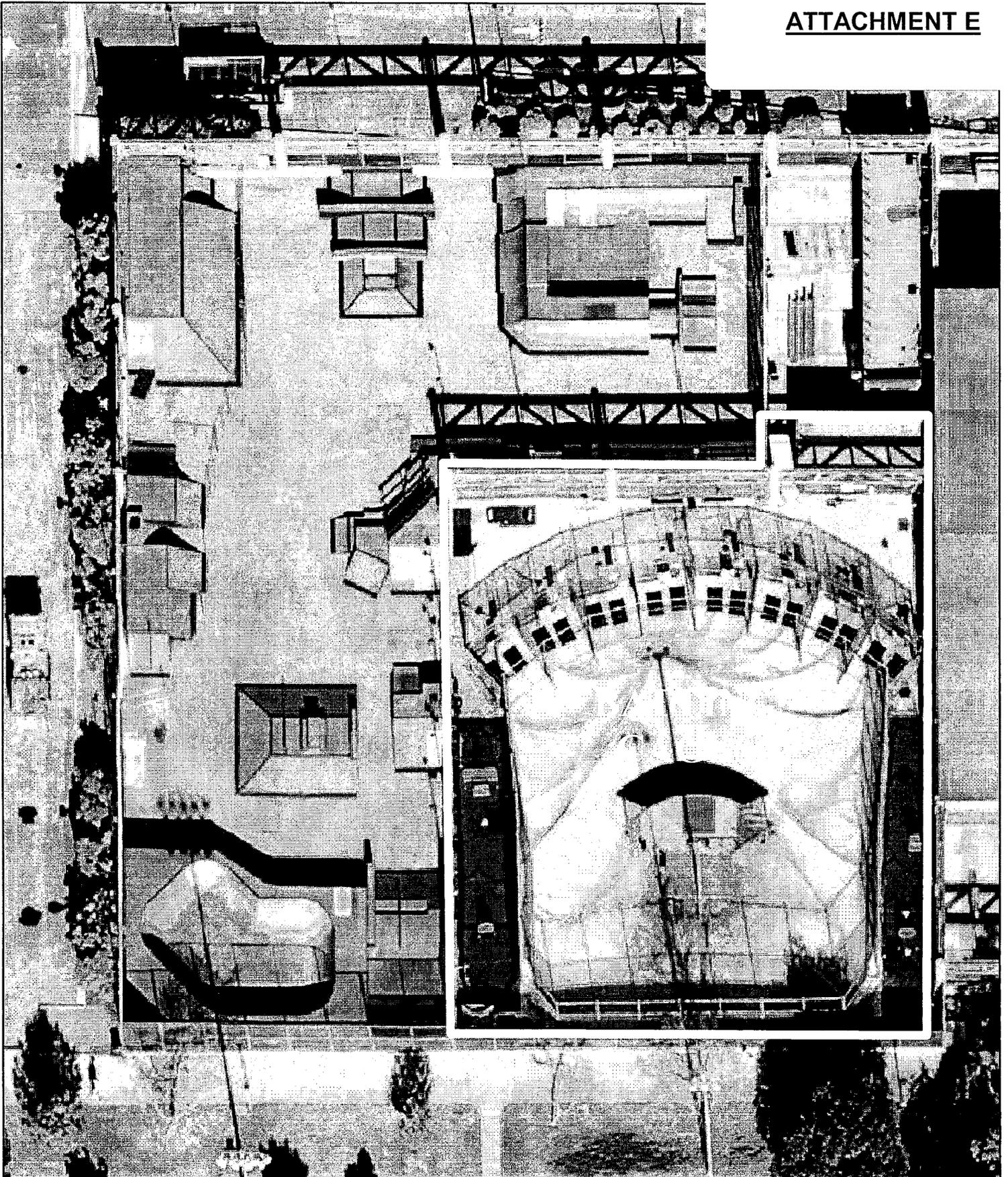
2200 Crenshaw Blvd., Torrance CA
 Wilson Park Sport Facilities
 Gymnasium, Skate Park, Batting Cages, and Roller Hockey.
 Lines and photos are approximate, not to be used for establishing absolute or relative positions

W-



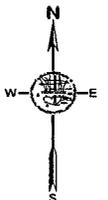
Jeffery W. Gibson
 Community Development Department

T:\Map\DP2008\Aerials 8x11L Wilson sports facilities Rev 1.pdf



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2200 Crenshaw Blvd., Torrance CA
 Wilson Park Sport Facilities
 Batting Cages



Jeffery W. Gibson
Community Development Department

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

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP B-2008-52

Request for Proposal for the Lease and Full Operation of the Wilson Park Batting Cage

SECTION III PROPOSAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL

In accordance with your "Request for Proposal", the following proposal is submitted to the City of Torrance

Proposal Submitted By:

TYLER SPORTS INC

Name of Company

P.O. BOX 3606

Address

TORRANCE, CALIFORNIA 90503

City/State/Zip Code

Jay Tyler- President

Printed Name/Title

(310) 351-4444

Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation

Partnership

Sole Proprietorship

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

THIRTY Years

If less than three (3) years and your company was in business under a different name, what was that name?

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information

Kevin Tyler

Name

General Manager

Title

310-995-7472

Telephone Number/Fax Number

Addenda Received:

Please indicate addenda information you have receive regarding this RFP:

Addendum No. _____ Date Received: _____

_____ No Addenda received regarding this RFP.

References:

Please supply the names of companies/agencies for whom you recently supplied comparable goods as requested in this RFP:

East Long Beach Pony League 2500 Carson, LB 90745 Darin Reinhardt 310-710-7399

Name of Company/Agency Address Person to contact/Telephone No.

Lakewood Little League 4428 Vangold Ave Lkwd,Ca 90712 Art Cox 562-254-8558

Name of Company/Agency Address Person to contact/Telephone No.

Mark Cresse School of Baseball 2140 Watermarke Irvine, Ca Mark Cresse 760-559-9120

Name of Company/Agency Address Person to contact/Telephone No.

PROPOSAL

In accordance with your request to submit proposals for the Lease and Full Operation of the Wilson Park Batting Cages, located at 2200 Crenshaw Blvd. Torrance, Ca, 90503, I offer the City of Torrance the following:

- **Monthly rental to be paid to the City shall be 7 % of gross receipts from all business conducted on the site, including batting cage rental, token revenue, group and private instruction, sales and merchandise, and approval vending sales, or a minimum of \$ 1050 per month, whichever is greater.**
***SEE DETAIL SCHEDULE BELOW ***

Note: The operator of the Wilson Park Batting Cages should expect to account for and/or pay the following normal expenses:

1. Employee related withholding or expenses, including payroll, federal and state income taxes, payrolls withholding, social security, unemployment taxes, worker's compensation tax, state disability tax, ect.
2. Non-employee related withholding and/or expenses, including insurance, maintenance, business licenses, other applicable taxes, telephone and electrical supplies, etc.
3. The facility rent will be based on the proposal accepted by the City and thus will only be known at the time of acceptance of said proposal.

I/Contractor will administer the reservation and rental system including but not limited to:

- Accept reservations by phone and walk-in
- Serve as cashier and provide for collection and receipt of all fees
- Provide financial and statistical reporting as specified by the City of Torrance
- Supervise and control all usage of batting cages and pitching tunnels during operation hours

I am willing to operate the facility within the hours specified in the RFP

- YES X
- NO

I will provide, install, maintain and replace as necessary all items listed on below, it being understood that title to said items shall remain in my name. I estimate that the items indicated will cost \$ 67,680. I am able to finance the purchase and installation of said items as follows:

See Attached: Description of Repairs

RENT PROPOSAL:

January, February, July, August, September, October, November, December...minimum \$1050 per month.

March, April, May, June...\$1450 minimum per month

Submission Contents:

All responses to this Request for Proposal for the Lease and Full Operation of the Wilson Park Batting Cages should include, as a minimum, the following information.

Check here to indicate the item is included:

- A business resume with emphasis on batting cage related experiences for the last 10 years **X**
- All other professional certifications that may be relevant, with expiration dates, if applicable.
- References (Business, Personal, and Financial) **X**
- An indication of financial resources and solvency (please use attachment C) **X**
- Demonstrated proof of insurance and/or insurability **X**
- A proposal of operations defining areas of emphasis (court scheduling, lessons, events, retail, etc.) **X**
- Proposed plans for marketing the operations to the public and tentative budget for advertising **X**
- Proposed participant fee schedule (City residents shall benefit from lower rates where possible) **X**
- A business resume with emphasis on batting cage related experiences for the last 10 years **X**

Additional Costs (If applicable please specify) \$ 67,680

See Attached: Initial Capitalization and Repair Requirements Proposal

ATTACHMENT 1

PROPOSER'S AFFIDAVIT

STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

_____ being first duly sworn deposes and says:

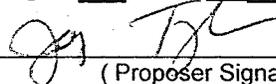
1. That he/she is President of TYLER SPORTS INC
 (Title of Office) (Name of Company)

hereinafter called "Proposer", who has submitted to the City of Torrance a proposal

"PROPOSAL FOR THE LEASE AND FULL OPERATION OF THE WILSON PARK BATTING CAGES, RFP B-2008-52"
 (Title of RFP)

2. That the proposal is genuine; that the same is not sham; that all statements of fact in the RFP are true;
3. That the proposal was not made in the interest of behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of any other Proposer, or anyone else interested in the proposed contract;
5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over any other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
6. That the proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or materialman, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from posing to any contractor or who does not use the facilities of or accept proposals from or through such proposal depository;
7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to an individual or group or individuals, except to the City or Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
8. That the Proposer has not been debarred from participation in any State, Federal or Public works project.

Dated this 9th date of October, 2008



 (Proposer Signature)

PRESIDENT

 (Title)

Mission Statement

The Torrance Batting Cages at Wilson Park offer a unique opportunity, to not only serve the community in a manner worthy of the great city of Torrance, but to also aid in the synergistic development of the entire facility at this flagship location. Tyler Sports, Inc. desires to provide Torrance and all South Bay residents a state-of-the-art hitting/training facility with outstanding, courteous and professional service in full cooperation with the community services department.

Tyler Sports Inc.

Post Office Box 3606
Torrance, California 90510
Phone 562-496-4488
E-mail kevin Tyler7@sbcglobal.net

SUMMARY OF QUALIFICATIONS

Carson Batting Cages

1978 to 2008

Carson Batting Cages, an owned and operated facility, was established in 1978 by Tyler Sports Inc. It was one of the very first batting cages in the South Bay. This facility included a total of 12 pitching machines, an arcade and a pro shop. The Carson Batting Cages diligently served the cities of Torrance, Redondo Beach, Hawthorne, Lawndale, Gardena, Carson, Harbor City, Lomita, Wilmington, San Pedro and beyond for more than thirty years.

Lakewood Batting Cages

1988 to Present

Established in 1988, Tyler Sports Inc. is the owner/operator of this outstanding facility. The Lakewood Batting Cages boasts 14 total baseball and softball pitching machines and an automatic retrieval system. Additionally, there are two pitching/catching areas that are used for private lessons, as well as a curve ball area and live hitting area. The facility includes a snack bar, an arcade and a pro shop carrying the latest equipment from all the leading brands, including Easton, Louisville Slugger, Mizuno, Rawlings and more. Having recently celebrated its 20th anniversary, the Lakewood Batting Cages continues to serve the cities of Lakewood, Paramount, Carson, Long Beach, Seal Beach, Los Alamitos, Rossmoor, Cypress, Downey, and Hawaiian Gardens.

COMMUNITY ACTIVITIES

Community involvement has always been a top priority. Tyler Sports, Inc. gives back to the communities which it serves in a variety of ways, including sponsorships in the form of league advertising. Additionally, Tyler Sports, Inc. provides every team in the aforementioned cities the opportunity to utilize its facilities free of charge several times per year, totaling more than forty thousand dollars worth of services donated annually. This philanthropic program is congruent with Tyler Sports, Inc.'s philosophy of serving the community and its youth. Many camps and clinics have been provided through the years with the highest level of tutelage from major league baseball players including Eric Karros, Mike Piazza, Jason and Fred Kendall, Sean Burroughs, Mark Cresse, Jay Gibbons, Craig Grebeck, Dave Frost, and many others.

Proposal of Operations

Tyler Sports Inc. will manage and administer all facilities and areas contained in the Torrance Batting Cages at Wilson Park with the professionalism and integrity that we have demonstrated during the last 30 years. This area includes eight batting cages and the two pitching tunnels. Tyler Sports Inc. will handle all maintenance and repairs pursuant to these machines and related areas. Tyler Sports Inc. will ensure that no machine will ever be found to be in nonworking or unsatisfactory condition. Our intention is to have each machine in working order at all times. Tyler Sports Inc. ensures that the Torrance Batting Cages at Wilson Park will be operated at the safest possible level and all areas will be maintained at an exceptional level of cleanliness.

Tyler Sports Inc. proposes the hours of operation to be: Monday through Friday 3:00 p.m. to 9:30 p.m., Saturday 10:00 a.m. to 9:00 p.m., and Sunday 10:00 a.m. to 8:00 p.m.

Hours during peak business time could be extended if deemed feasible.

In addition to walk-up business, Tyler Sports Inc. will accommodate customer reservations, up to six months in advance, as well as provide related baseball lessons on a prescheduled basis.

It is our desire and intention to turn the Torrance Batting Cages at Wilson Park into a first-class and exceptionally run facility.

Proposed Marketing Plan

Tyler Sports Inc. intends to provide the Torrance Batting Cages at Wilson Park, and all attached and related areas, with the kind of exposure deserving of such a high-profile community facility. With this as the primary promotional objective, Tyler Sports Inc. is pleased to present a multi-faceted marketing plan as a working document which will be adapted as needed or when new promotional opportunities present themselves.

Firstly, Tyler Sports Inc. will develop and implement an advertising and publicity program tailored to the local and surrounding media. This program will entail the distribution of newsworthy press release stories, media pitches on special topics, in addition to event and calendar listings. This portion of our program will begin with a story focused on the transition of the former management team of the Carson Batting Cages to the Wilson Park facility and the numerous benefits associated with this change. Additionally, an ongoing advertising program with the Daily Breeze will be structured presenting year-round information about the facility, special events, and offering money-saving discount coupons designed to generate traffic and increase user frequency.

Secondly, as we have done for more than 15 years, Tyler Sports Inc. will implement a good-will program for the purpose of giving back to the community through baseball as well as introduce the features of this new facility. To accomplish this objective, we intend to distribute promotional materials to every Torrance youth baseball and fast pitch softball teams, including the teams whose home field is Wilson Park. We will also target and distribute materials to the surrounding cities of Redondo Beach, Palos Verdes, Rolling Hills, Hawthorne, Gardena, Lomita, Harbor City, Carson, Wilmington and San Pedro.

Included in the marketing collateral, will be information about the new facility such as hours of operation, team reservations, and lesson availability. Additionally the marketing collateral will include complimentary hitting vouchers valued at \$193 per team. These packets are structured to entice players to frequent the facility throughout the entire Little League season. Other benefits of the voucher promotion are to capture

exposure of the facility for team usage, as well as providing exposure for year-round enjoyment by the community at large.

Thirdly, Tyler Sports Inc. will dedicate time on a regular basis for interaction with local leagues by attending board meetings in order to promote the new management of the Torrance Batting Cages and the improved facility featuring upgraded machines and equipment. We will also participate in opening day celebrations for all leagues, distributing t-shirts and additional complimentary hitting vouchers.

Fourthly, Tyler Sports Inc. will design banners to be displayed on the field premises of local baseball and softball leagues with general and contact information pertaining to the Torrance Batting Cages.

Tyler Sports Inc. will have an advertising and promotional budget of approximately \$500 to \$600 per month, above and beyond the cost of hitting vouchers and give-away items.

Description of Repairs

- Tyler Sports Inc. will provide and install eight new Iron Mike pitching machines from Master Pitching Machine Company. Tyler Sports Inc. has been utilizing these machines at our locations for 30 years and is able to operate them with the utmost experience and reliability. These machines will be made to custom fit into the original configuration of the batting cages at Wilson Park.
- The existing slow pitch softball pitching machines will be removed and re-installed next to the new Iron Mikes pitching machines.
- The retrieval system will be modified to accommodate the new pitching machines and the reconfigured location of the slow pitch softball machines.
- Computer modifications and rewiring of the light boxes will be performed to combine the existing retrieval system with the new Iron Mikes and the slow pitch machine from ABC Machine Company. This modification is parallel to the system currently being run at the Tyler Sports Inc., Lakewood Batting Cage location.
- To accommodate the height of the new machines, the roof will be reconstructed and new platforms will be built and welded to bring the machines to the correct pitching height.
- Lighting fixtures to be upgraded to provide the appropriate lighting for this quality facility.
- Repair and/or replace all netting including the top canopy, the east perimeter, the back net, the west perimeter, the divider nets between each batter's box in cages 1 through 8, and backstops.
- New balls will be introduced in conjunction with installation of the new pitching machines to insure the machines will function with the greatest of accuracy.
- Paint the court with green concrete paint, (the same material used at tennis facilities), paint the batter's areas brown, re-stripe the batter's boxes. This will make the facility look new and take on the appearance of an actual baseball field.
- Introduce all new tokens, replace existing coin box mechanisms to accommodate the new tokens and repair and repaint all existing coin boxes.

- Provide new batting helmets in sizes as follows: one dozen of each, small, medium, large, and x-large.
- Provide new bats in sizes as follows: 6 of each size-26"-34".
- Provide new cage numbers and related signage throughout.

Initial Capitalization and Repair Requirements Proposal

Capital:

Iron Mike Pitching Macines	25980	
Platforms for machines	2500	
Welding & Coring	2500	
Roof Above Machines	3500	
Electrical & Lighting Upgrades	7000	
Nets	14500	
Balls	2500	
Bats	1600	
Helmets	500	
Tokens	500	
Signs	500	
	<u>500</u>	
Total capital		<u>61580</u>

Repairs:

Paint Court	2000	
Repair & Repaint Coin Boxes	500	
Coin Mechanisms	1600	
Spare Parts	1500	
Miscellaneous	500	
	<u>500</u>	
Total Repairs		<u>6100</u>

Total Capital and Repairs **67680**

Schedule of Fees**Batting Cage Charges**

1 Hour	batting time	\$36
1/2 Hour	batting time	\$24
1/4 Hour	batting time	\$12
12 Pitches		\$1
Lessons:	hitting/pitching	\$45
1/2 Hour	pitching tunnel	\$20
1 Hour	pitching tunnel	\$30
1/2 Hour	curve ball machine	\$24
1 Hour	curve ball machine	\$36