APPROVED
JUN 19 2019
BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT NO. 19-127

DATE June 19, 2019 C.D. 5

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RANCHO PARK GOLF COURSE – RESCIND PRIOR APPROVAL AND AUTHORIZATION OF EXECUTION OF NEGOTIATED AGREEMENT FOR THE REDEVELOPMENT, OPERATION AND MAINTENANCE OF THE FOOD AND BEVERAGE CONCESSION AT RANCHO PARK GOLF COURSE – APPROVE AND AUTHORIZE EXECUTION OF REVISED NEGOTIATED AGREEMENT FOR THE REDEVELOPMENT, OPERATION AND MAINTENANCE OF THE FOOD AND BEVERAGE CONCESSION AT RANCHO PARK GOLF COURSE – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, CLASS 1(1) [INTERIOR AND EXTERIOR ALTERATIONS INVOLVING REMODELING OR MINOR CONSTRUCTION WHERE THERE BE NEGLIGIBLE OR NO EXPANSION OF USE] AND CLASS 1(14) [ISSUANCE OF LEASE TO USE EXISTING STRUCTURES INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] OF CITY CEQA GUIDELINES AND TO ARTICLE 19, SECTION 15331 OF CALIFORNIA STATE CEQA GUIDELINES [HISTORICAL RESOURCES REHABILITATION]

AP Diaz	____	V. Israel	____
C. Santo Domingo	____	S. Piña-cortez	____
H. Fujita	____	*N. Williams	now

M. Queen
General Manager

Approved X With Amendments Disapproved ____ Withdrawn ____

RECOMMENDATIONS

1. Rescind Recommendations 1 through 7 of Board Report No. 19-048 dated March 6, 2019 (Attachment 1) regarding the Board of Recreation and Park Commissioners' (Board) approval of and authorization to execute a negotiated agreement between the City of Los Angeles and the Tavern at Rancho Park, LCC (TRP) for the redevelopment, operation and maintenance of the food and beverage concession at Rancho Park Golf Course;

~~2. Approve a proposed revised Agreement (Attachment 2 – Revised Agreement) negotiated between the City of Los Angeles and TRP for the redevelopment, operation and maintenance of the food and beverage concession at Rancho Park Golf Course (Project), subject to the approval of the Mayor, the City Council, and the City Attorney as to form;~~

~~3. Direct the Board Secretary to transmit the proposed Agreement to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), and to the City Attorney for approval as to form;~~

4. Find, in accordance with Charter Section 1022, that it is necessary, feasible, and economical to secure these services by contract as the Department of Recreation and Parks (RAP) lacks sufficient and necessary personnel to undertake these specialized professional services;

5. Find, pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the redevelopment, operation, and maintenance of the food and beverage concession at Rancho Park Golf Course;

6. Authorize the Board President and Secretary to execute the proposed Revised Agreement upon receipt of all necessary approvals;

7. Find that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Class 1(1) and Class 1(14) of the City CEQA Guidelines and Article 19, Section 15331 of the California State CEQA Guidelines, and direct RAP staff to file a Notice of Exemption (NOE);

8. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars ($75.00) for the purpose of filing an NOE; and,

9. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

The food and beverage concession at Rancho Park Golf Course (Concession) includes the Rancho Park Golf Restaurant (Restaurant) located at 10460 W. Pico Blvd., Los Angeles, CA 90064, which continues to be operated under the terms of an expired interim concession agreement between the City of Los Angeles and Rancho Golf Restaurant, Inc., which began February 1, 2010.

On September 5, 2018, the Board approved the selection of proposer TRP as the highest ranked and best qualified proposer from RAP's Request for Proposal (RFP) for the food and beverage concession at Rancho Park Golf Course Concession and authorized RAP staff to negotiate the terms and conditions of the concession agreement with TRP for a period of ten years with one five-year extension option exercisable at the sole discretion of RAP's General Manager.

On March 6, 2019, the Board approved and authorized execution of the Agreement between the City of Los Angeles and TRP for the redevelopment, operation and maintenance of the food and beverage concession at Rancho Park Golf Course (Attachment 1 - Report No. 19-048).

Following the approval of the Agreement by the Board, prior to consideration by City Council Committee, RAP staff attended a Westside Neighborhood Council (WNC) meeting at which members of the local community expressed various concerns with some of the proposed improvements and enhancements associated with the Agreement. Topics of concerns raised by the community included, but were not limited to: the concept of proposed movie nights on the driving range; parking and traffic impacts; hours of operation; the proposed microbrewery feature and the possible off-site sale of beer, potential impacts of special events, and noise concerns.

Following discussions with the Office of Councilmember Paul Koretz (CD 5), leadership of the WNC, and various members of the local community, a letter was sent from the General Manager of RAP to the WNC on May 29, 2019 (Attachment 3), which provided clarifications and outlined proposed solutions to address the concerns voiced by the community.

Following the distribution of the General Manager's May 29th, 2019 letter, RAP received additional feedback from community members requesting that certain mitigation measures be implemented to address sound, parking and traffic management, and communication.

REVISED CONCESSION AGREEMENT

The Revised Agreement contains new language intended to address the primary concerns raised by the WNC and members of the local community. Most notably, the Revised Agreement includes the following modifications:

- Movie nights on the driving range, which was proposed as a conceptual community benefit idea, shall not be permitted by RAP unless requested and supported by the local community;

- Any beer produced by the proposed micro-brewery system will be limited exclusively for on-site beer consumption and no off-site sales of beer will be permitted;

- RAP reserves the right to utilize, free of charge, the banquet hall for RAP sponsored activities and shall have discretion over the number of special events.

- TRP shall take reasonable steps to mitigate noise and provide noise mitigation plans to RAP within 10 business days of any noise complaints received. In addition, TRP agrees to work in good faith with RAP to implement measures to mitigate noise impacts to the neighboring residential community.

- TRP shall coordinate with RAP to implement valet parking when a planned special event or other peak activity is anticipated to affect capacity of the parking lot, at the discretion of RAP. Should valet service be utilized, TRP shall prohibit the valet service from parking cars on nearby residential streets.

- In an effort to mitigate noise impacts to the neighboring residential community, TRP shall employ construction methods and materials that minimize noise, as part of the redevelopment of the facility.

- RAP reserves the right to limit the number of outdoor seats in all patio areas in order to mitigate noise or impacts to the recreational use of the facility and the neighboring residential community.

- The hours of operation for the restaurant and banquet hall / special event space will generally run consistent with the golf course and driving range hours of operation, and may not continue beyond 10:00pm.

The proposed revisions have been marked in the attached Revised Agreement (Attachment 2) for ease of reference. All other pertinent terms and conditions of the Agreement as detailed in the previous Board Report No. 19-048 (Attachment 1) remain unchanged. It should also be noted that the Revised Agreement requires RAP approval of all design and construction plans and drawings prior to commencement of all work regarding capital improvements and renovations.

The original Agreement has not yet been approved by City Council. In light of the proposed revisions to be made to that Agreement, RAP staff now recommends that the Board rescind its previous Recommendations 1 through 7 of Board Report No. 19-048 (Attachment 1) and approve and authorize the execution of the Revised Agreement.

ENVIRONMENTAL IMPACT STATEMENT

The proposed Project consists of a concession agreement to use an existing park structure and of associated capital improvements that would modify an existing structure involving negligible expansion of use. Such capital improvements would maintain and rehabilitate the Rancho Park Golf Restaurant (built in 1921), which has been deemed as representative of Public & Private Institutional Development, 1850-1980 in the West Los Angeles Community Planning Area by Survey LA. Modifications to the building that could alter its historic significance will be conducted in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings. Therefore, RAP staff recommends the Board determine the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1) and Class 1(14) of the City CEQA Guidelines and to Article 19, Section 15331 of the California State CEQA Guidelines. An NOE will be filed with Los Angeles County Clerk upon approval.

FISCAL IMPACT STATEMENT

TRP's proposed compensation combined with the built-in escalation defined in the proposed Agreement guarantees revenue to RAP of at least One Million, Forty-Six Thousand, Three Hundred Eighty-Eight Dollars ($1,046,388) during the first ten-year term.

In addition, an amount of $4,285,184 will be invested in the facility as part of the capital improvement plan.

This Report was prepared by Rachel Ramos, Concessions Manager, Finance Branch, and Matthew Rudnick, Chief Management Analyst, Finance Branch.

LIST OF ATTACHMENTS

1) Report No. 19-048 dated March 6, 2019 and Attachments
~~2) Proposed Revised Concession Agreement~~
2 ~~3)~~ Letter from RAP to WNC

APPROVED
MAR 06 2019
BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT NO. 19-048

DATE: March 6, 2019 C.D. 5

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RANCHO PARK GOLF COURSE – APPROVE AND AUTHORIZE EXECUTION OF NEGOTIATED AGREEMENT FOR THE REDEVELOPMENT, OPERATION AND MAINTENANCE OF THE FOOD AND BEVERAGE CONCESSION AT RANCHO PARK GOLF COURSE – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, CLASS 1(1) [INTERIOR AND EXTERIOR ALTERATIONS INVOLVING REMODELING OR MINOR CONSTRUCTION WHERE THERE BE NEGLIGIBLE OR NO EXPANSION OF USE] AND CLASS 1(14) [ISSUANCE OF LEASE TO USE EXISTING STRUCTURES INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] OF CITY CEQA GUIDELINES AND TO ARTICLE 19, SECTION 15331 OF CALIFORNIA STATE CEQA GUIDELINES [HISTORICAL RESOURCES REHABILITATION]

A.P. Diaz	_____	V. Israel	_____
R. Barajas	_____	S. Piña-Cortez	_____
H. Fujita	_____	*N. Williams	NDW

M. Alexander
General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the proposed Agreement (Agreement) negotiated between the City of Los Angeles and The Tavern at Rancho Park, LLC (TRP) for the redevelopment, operation and maintenance of the food and beverage concession at Rancho Park Golf Course (Project), substantially in the form attached as Attachment 1 to this Report and subject to the approval of the Mayor, the City Council, and the City Attorney as to form;

2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Agreement to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), and to the City Attorney for approval as to form;

3. Find, in accordance with Charter Section 1022, that it is necessary, feasible, and economical to secure these services by contract as the Department of Recreation and Parks (RAP) lacks sufficient and necessary personnel to undertake these specialized professional services;

4. Find, pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required

by RAP for the redevelopment, operation, and maintenance of the food and beverage concession at Rancho Park Golf Course;

5. Authorize RAP's General Manager or Designee to execute the proposed Agreement substantially in the form attached to this report (Attachment 1) upon receipt of all necessary approvals and to make any necessary technical changes consistent with the Board's intent in approving this Report and proposed Agreement;

6. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), and direct RAP staff to file a Notice of Exemption (NOE); and,

7. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars ($75.00) for the purpose of filing an NOE.

SUMMARY

The food and beverage concession at Rancho Park Golf Course (Concession) includes the Rancho Park Golf Restaurant (Restaurant) located at 10460 W. Pico Blvd., Los Angeles, CA 90064, which continues to be operated under the terms of an expired Interim Concession Agreement between the City of Los Angeles and Rancho Golf Restaurant, Inc. (RGR), which began February 1, 2010.

On September 5, 2018, the Board approved the selection of proposer TRP as the highest ranked and best qualified proposer from RAP's Request for Proposal (RFP) for the food and beverage concession at Rancho Park Golf Course Concession and authorized RAP staff to negotiate the terms and conditions of the concession agreement with TRP for a period of ten years with one five-year extension option exercisable at the sole discretion of RAP's General Manager (Attachment 2 - Report No. 18-187).

DISCUSSION

TRP's proposed capital improvement plan includes redevelopment of the Restaurant including deletion of a dividing wall to create open space, remodeling of the public restrooms, patio addition, new kitchen equipment and furniture, a microbrewery, remodel of the halfway house, and adding an attractive Airstream food truck as a permanent snack stand to the driving range. The total proposed investment amount is $4,285,183. All capital improvements, equipment purchases, and refurbishments made by TRP as part of its proposed capital investment plan will become the property of RAP.

TRP's business plan and operations plan provide an enhanced menu for golfers as well as upscale selections to attract new diners to the new Gastropub/Microbrewery restaurant. The menu has been developed by husband and wife team Chef Christian Page and Chef Elia Aboumrad and includes pre set options for golf tournaments and other special events. Enhanced service to golfers from TRP includes order deliveries on the course and to the driving

range via onsite mobile ordering technology.

Minimum hours of the clubhouse restaurant operation are RFP mandated to best serve our golfing public: 30 minutes before the first tee time until thirty minutes after sunset. All events will be obligated to adhere to standing sound ordinances.

The compensation TRP originally proposed is a revenue share to RAP equal to a Minimum Annual Guarantee of $100,000 or six percent of gross sales for food, non-alcoholic beverages, alcohol, special events and vending, whichever is greater.

As referenced above, RAP staff was authorized to negotiate the terms and conditions of the concession agreement with TRP, with the goal of maximizing potential revenue to the City and further enhancing the experience for golfers and the general public.

Although the addition of a banquet hall was suggested but not a requirement of the RFP, TRP proposed to develop one in the space which currently houses the former golf pro shop and existing locker rooms, subject to the successful launch of the restaurant and bar. RAP staff has negotiated a commitment from TRP to develop the banquet hall as a requirement of the proposed contract to facilitate the hosting of golf tournaments and special events. In addition, TRP originally proposed a revenue share of 6% for special events held in the banquet hall; RAP has since negotiated the rate to 12%. The revenue share received on liquor sales was also negotiated from 6% to 12%. Food and non-alcoholic beverages remains as originally proposed at 6%. During the period in which the capital improvements are undertaken by TRP, such period not to exceed the expiration of the first year of the proposed Agreement barring any unforeseen circumstances out of the control of TRP, the first year Minimum Annual Guarantee will be suspended and TRP's revenue share will be based on the above stated percentage of gross receipts. After the period when the capital improvements are completed, and continuing every subsequent year thereafter, the Minimum Annual Guarantee will escalate to 103% of the previous year's Minimum Annual Guarantee.

The term of the proposed Agreement with TRP will be for an initial period of ten years with one five-year extension option which shall be exercisable at the General Manager's sole discretion provided both RAP and TRP come to an agreement on the monthly rent and Minimum Annual Guarantee applicable for the extended term.

It should be noted that at the Board's meeting of February 6th, 2019 and subsequent to that date, the Board has received public comments by members of the golf community related to concerns about the proposed improvements at Rancho Park Golf Course Clubhouse. Golf community members have voiced specific concerns regarding the potential for special events to negatively impact the golfing experience, as well as concerns related to the loss of golf-club storage lockers. On February 12th, 2019 Golf Division and Concessions staff met with members of the three Rancho Park Golf Clubs to discuss the proposed improvements and listen to concerns.

TRP's proposed operation and construction will be limited to the existing footprint of the club house, adjacent areas and patios, which is consistent with what was proposed in TRP's

proposal. RAP will not authorize any changes to the golf course nor will any special events impact the golf course and practice areas. Parking will be prioritized for golfers at all times and if need be, valet or shuttle services may be provided should any special event impact parking. In addition, Rancho Golf Staff will offer a golfer assistance service to aid any golfer who may require help in transferring their golf clubs from the parking lot to the course due to the elimination of on-site personal golf club storage. RAP and TRP are likewise committed to providing storage for the three affiliated golf clubs as well as accommodating their need for bulletin boards. A portion of the redeveloped space will be allocated for a new RAP-operated golf pro shop adjacent to the first tee. A computer will be made available inside the golf pro shop for golfers wishing to post their scores to maintain their index.

PROPOSED AGREEMENT

The proposed Agreement with TRP for the Concession is attached to this Board Report. Along with some modifications to certain provisions as reviewed by the City Attorney's Office, the terms of the proposed Agreement are consistent with RAP's RFP, TRP's RFP response, and with the aforementioned items that RAP staff negotiated with TRP, which are incorporated into the Agreement.

TRANSITION PLAN

Upon execution of the proposed Agreement and commencing capital improvements, TRP has pledged to minimize the construction time of its projects. The early addition of an Airstream food truck will help ensure there is no interruption to food and drink service. The proposed improvements (with the exception of the addition of the banquet hall) are expected to take no more than 12 months to complete.

CONCLUSION

The Board has approved selection of TRP as the highest ranking and most qualified proposer for the Concession. RAP staff has negotiated the proposed Agreement with TRP which includes an increase to shared revenue with the City from what was originally proposed and a commitment to construct a banquet hall as part of the initial capital improvements. RAP staff recommends approval to execute the proposed negotiated concession agreement with TRP for the redevelopment, operation and maintenance of the food and beverage concession at Rancho Park Golf Course.

ENVIRONMENTAL IMPACT STATEMENT

The proposed Project consists of a concession agreement to use an existing park structure and of associated capital improvements that would modify an existing structure involving negligible expansion of use. Such capital improvements would maintain and rehabilitate the Rancho Park Golf Restaurant (built in 1921), which has been deemed as representative of Public & Private Institutional Development, 1850-1980 in the West Los Angeles Community Planning Area by Survey LA. Modifications to the building that could alter its historic significance will be conducted in a manner consistent with the Secretary of the Interior's Standards for the

Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings. Therefore, RAP staff recommends the Board determine the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1,14) of the City CEQA Guidelines and to Article 19, Section 15331 of the California State CEQA Guidelines. An NOE will be filed with Los Angeles County Clerk upon approval.

FISCAL IMPACT STATEMENT

TRP's proposed compensation combined with the built-in escalation defined in the proposed Agreement guarantees revenue to RAP of at least One Million, Forty-Six Thousand, Three Hundred Eighty-Eight Dollars ($1,046,388) during the first ten-year term.

This Report was prepared by Stanley Woo, Management Analyst II, Finance Branch, Concessions Unit.

LIST OF ATTACHMENTS

1) Proposed Agreement and Exhibits for the Redevelopment, Operation and Maintenance of the Rancho Park Golf Course Food and Beverage Concession between the City of Los Angeles and The Tavern at Rancho Park, LLC.
2) Board Report No. 18-187

ATTACHMENT 1

AGREEMENT
FOR THE REDEVELOPMENT, OPERATION AND MAINTENANCE OF RANCHO PARK GOLF COURSE FOOD AND BEVERAGE CONCESSION

BETWEEN

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

AND

THE TAVERN AT RANCHO PARK, LLC

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AGREEMENT FOR REDEVELOPMENT, OPERATION AND MAINTENANCE OF THE RANCHO PARK GOLF COURSE FOOD & BEVERAGE CONCESSION

THIS Agreement (hereinafter "AGREEMENT") is made and entered into this _____ day of _____ , 2019, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of Recreation and Parks (hereinafter referred to as "CITY"), and The Tavern at Rancho Park, LLC (hereinafter referred to as "CONCESSIONAIRE").

WHEREAS, the Department of Recreation and Parks (hereinafter referred to as "RAP") seeks to serve the public by providing food and beverage services including the sale of alcoholic beverages at Rancho Park Golf Course Restaurant (hereinafter "CONCESSION"); and

WHEREAS, the CITY finds, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as it lacks available personnel in its employ with sufficient expertise to undertake these specialized services; and

WHEREAS, the CITY finds, pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the redevelopment, operation and maintenance of this CONCESSION; and

WHEREAS, RAP found it is necessary to utilize a standard request for proposal process and to evaluate proposals received based upon the criteria included in a Request for Proposal (RFP); and

WHEREAS, RAP advertised for proposals for the redevelopment, operation and maintenance of the CONCESSION, to include providing food, beverage and related services to the public; and

WHEREAS, RAP received and evaluated two proposals which were received on April 11, 2018; and

WHEREAS, The Tavern at Rancho Park, LLC was scored as the highest-ranked proposer, and selected to provide food, beverage and related services at the CONCESSION in accordance with the terms and conditions of this AGREEMENT; and

WHEREAS, CONCESSIONAIRE desires to enter into such AGREEMENT to provide services of the type and character required therein by CITY to meet the needs of the public at Rancho Park Golf Course Restaurant.

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter to be kept and performed by the respective parties, it is agreed as follows:

SECTION 1. DEFINITIONS

For the purpose of this AGREEMENT, the following words and phrases are defined and shall be construed as hereinafter set forth:

AGREEMENT:	This Concession Agreement consisting of thirty-three (33) pages and fourteen (14) exhibits (A-N) attached hereto.
BOARD:	Board of Recreation and Park Commissioners
CITY:	City of Los Angeles, Acting by and through its Department of Recreation and Parks.
CONCESSION:	Rancho Park Golf Course Food and Beverage Concession
CONCESSIONAIRE:	The Tavern at Rancho Park, LLC
FACILITY:	Rancho Park Golf Course
GENERAL MANAGER:	General Manager of RAP, or that person's authorized representative, acting on behalf of the CITY. All actions of the General Manager are subject to review by the BOARD.
LAAC:	Los Angeles Administrative Code
LAMC:	Los Angeles Municipal Code
PREMISES:	The geographical area, as defined in Section 3 of this AGREEMENT, in which the Concession may be operated.
RAP:	Department of Recreation and Parks
STANDARD PROVISIONS:	Standard Provisions for City Contracts (Rev. 10/17 V.3), attached hereto as "Exhibit A" and incorporated herein.

SECTION 2. PERMISSION GRANTED

For and in consideration of the payment of the fees and charges as hereinafter provided, and subject to all of the terms, covenants, and conditions of this AGREEMENT, RAP hereby grants to CONCESSIONAIRE, the exclusive right and obligation within the CONCESSION to sell food and beverages and offer related services as approved by the GENERAL MANAGER. Value-priced meals; pre-prepared and packaged items; and beverages for quick take-away service will also be available. Designated space authorized for use and activities by the CONCESSIONAIRE is identified in Exhibit B, and shall not be used for any other purpose without the prior written consent of GENERAL MANAGER.

The CONCESSION rights herein granted shall be carried on at the FACILITY solely within the limits and confines of said areas designated as PREMISES (Section 3) in this AGREEMENT. CONCESSIONAIRE, by accepting the AGREEMENT, agrees for itself, and its successors and assigns, that it will not make use of the PREMISES in any manner which might interfere with the recreational uses of the FACILITY.

While CONCESSIONAIRE is granted the exclusive right to sell food and beverages to the general public at the CONCESSION PREMISES (which shall include any kiosks, vending machines or other mobile/temporary solutions for providing food and beverage services as permitted hereunder), this exclusive right does not prohibit private parties from preparing or bringing their own food and drinks to the golf course.

In the event of a conflict between CONCESSIONAIRE and any other concessionaire or any lessee at the FACILITY regarding the services to be offered or products to be sold by respective concessionaires or lessees, RAP shall meet and confer with all necessary parties to determine the services to be offered or products to be sold by each, and CONCESSIONAIRE hereunder agrees thereafter to be bound by said determination.

Subject to the provisions set forth in Section 5.T. of this Agreement, RAP reserves the right to further develop or improve the PREMISES as it sees fit without interference or hindrance.

SECTION 3. PREMISES

The PREMISES (Exhibit B) subject to this AGREEMENT are located at: 10460 W. Pico Blvd., Los Angeles, CA 90064. The PREMISES shall include the restaurant, halfway house, and all, if any, portions of the golf course that the GENERAL MANAGER, by express written consent, approves for offering food and beverage service, and mobile solutions. The location of the PREMISES is as set forth in Exhibit B, attached hereto and incorporated herein. Any discrepancy in the definition or boundaries of PREMISES shall be resolved solely by RAP. City shall deliver PREMISES to Concessionaire in “as is” condition.

CONCESSIONAIRE shall not use or allow the PREMISES to be used, in whole or in part, during the term of the AGREEMENT, for any use in violation of any present or future laws, ordinances, rules, and regulations at any time applicable thereto of any public or governmental authority or agencies, departments or officers thereof, including CITY, relating to sanitation or the public health, safety or welfare or operations at and use of the PREMISES.

SECTION 4. TERM OF AGREEMENT

The term of the AGREEMENT shall be ten years (the "Initial Term") with one five-year extension option (the "Extension Option") exercisable at the sole discretion of RAP's General Manager, . The Initial Term shall be effective on the last date of execution of this AGREEMENT ("Commencement Date"). RAP's General Manager shall exercise the Extension Option by providing written notice ("Option Notice") to CONCESSIONAIRE no later than 12 months prior to the expiration of the Initial Term of this AGREEMENT notifying CONCESSIONAIRE of RAP's intent to exercise such option. The option term shall be upon the same terms, covenants and conditions contained in this AGREEMENT, except with respect to the calculation of the monthly rent and MAG (as such term is defined in Section 8) as further specified in Section 8 below, and the construction of the initial capital improvements set forth in Section 6 below. In the event that RAP and CONCESSIONAIRE are unable to agree in good faith on the calculation of the monthly rent and MAG within 120 days after the date of the Option Notice, then CONCESSIONAIRE shall not be bound by RAP's exercise of the Extension Option and RAP's exercise of the Extension Option shall be null and void. This AGREEMENT shall, thereafter, terminate upon the expiration or other earlier termination of the Initial Term in accordance with this AGREEMENT, and the parties shall have no further obligation or liability under this AGREEMENT. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken by RAP to decline to exercise an option to extend the term of this AGREEMENT.

SECTION 5. OPERATING RESPONSIBILITIES

CONCESSIONAIRE shall, at all times during the term of the AGREEMENT, comply with the following conditions:

A. **Cleanliness**

CONCESSIONAIRE shall, at its own expense, keep the PREMISES and the surrounding area at least twenty-five (25) feet clean and sanitary at all times. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, shall be permitted to remain thereon, and CONCESSIONAIRE shall prevent any such matter or material from being or accumulating upon said PREMISES.

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the main dumpster. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by RAP. If no trash storage area is made available, CONCESSIONAIRE shall provide at its own expense and with RAP's prior written approval, an enclosed area concealing the trash storage from public view. RAP will incur the cost of all garbage pick-up from the main dumpster during the term of this AGREEMENT.

CONCESSIONAIRE shall be responsible for the abatement of any graffiti in the interior of the Premises.

B. **Conduct**

CONCESSIONAIRE and its representatives, agents, servants, and employees shall at all times conduct its business in a quiet and orderly manner to the reasonable satisfaction of RAP.

C. **Disorderly Persons**

CONCESSIONAIRE shall use its best efforts to permit no intoxicated person or persons, profane or indecent language, or boisterous or loud conduct in or about the PREMISES and will call upon peace officers to assist in maintaining peaceful conditions. CONCESSIONAIRE shall not knowingly allow the use or possession of illegal drugs, narcotics, or controlled substances on the PREMISES.

D. **Non-Discrimination/Equal Employment Opportunity Practices/Affirmative Action**

1. CONCESSIONAIRE, in its CONCESSION operations at the FACILITY, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation, denied the benefits of or be otherwise subjected to unjust discrimination in access to or in the use of the facilities covered by the AGREEMENT; (2) that in the construction of any improvements on, over or under the PREMISES authorized to be utilized herein and the furnishing of services thereon, no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation in, denied the benefits of or otherwise be subjected to unjust discrimination.

2. CONCESSIONAIRE agrees that in the event of breach (as may be reasonably determined by the City) of any of the above nondiscrimination covenants, with proper notification as per Section 21, CITY shall have the right to terminate the AGREEMENT and to reenter and repossess said land and the facilities thereon and hold the same as if said AGREEMENT had never been executed.

3. In addition, CONCESSIONAIRE, during the term of the AGREEMENT, agrees not to unjustly discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, color, religion, national origin, ancestry, sex, age, physical disability, or sexual orientation. All subcontracts entered into by CONCESSIONAIRE shall be approved in advance by CITY and shall contain a like provision.

E. **Personnel**

1. **Freedom from Tuberculosis**

For employees preparing food, and others as required by statute (reference Section 5163 of the California Public Resources Code) or directive of RAP, CONCESSIONAIRE shall provide the General Manager or its designated staff with certificates on applicable employees indicating freedom from communicable tuberculosis.

2. **Qualified Personnel**

CONCESSIONAIRE will, in the operation of the CONCESSION, employ or permit the employment of only such personnel as will assure a high standard of service to the public and cooperation with RAP. All such personnel, while on or about the PREMISES, shall be neat in appearance and courteous at all times and shall be appropriately attired, with badges or other suitable means of identification. No person employed by CONCESSIONAIRE, while on or about the PREMISES, shall be under the influence of illegal drugs, narcotics, other controlled substances or

alcohol, or use inappropriate language, or engage in otherwise inappropriate conduct for a work environment. In the event an employee is not satisfactory pursuant to the terms of this Section, RAP may direct CONCESSIONAIRE to remove that person from the PREMISES.

3. **Concession Manager**

CONCESSIONAIRE shall appoint, subject to written approval by RAP, which approval shall not be unreasonably withheld or delayed, a Concession Manager of CONCESSIONAIRE'S operations at the FACILITY.

Such person must be a qualified and experienced manager or supervisor of operations, vested with full power and authority to accept service of all notices provided for herein and regarding operation of the CONCESSION, including the quality and prices of goods and services, and the appearance, conduct, and demeanor of CONCESSIONAIRE'S agents, servants, and employees. The Concession Manager shall be available during regular business hours and, at all times during that person's absence, a responsible subordinate shall be in charge and available.

The Concession Manager shall devote the greater part of his or her working time and attention to the operation of the CONCESSION and shall promote, increase and develop the CONCESSION. During the days and hours established for the operation of the CONCESSION, the Concession Manager's personal attention shall not be directed toward the operation of any other business activity.

If, for reasons of ill health, incapacitation, or death, the Concession Manager becomes incapable of performing each and all terms and provisions of the AGREEMENT, CONCESSIONAIRE must immediately assign a new Concession Manager, subject to RAP approval. If a new manager is not assigned within five (5) business days, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

4. **Approval of Employees, Volunteers and Subcontractors**

RAP shall have the right to approve or disapprove all employees, volunteers and subcontractors (including all employees and volunteers for any subcontractor) of CONCESSIONAIRE, such approval not to be unreasonably withheld or delayed. Failure of CONCESSIONAIRE to obtain RAP's written approval of all persons operating under the authority of this AGREEMENT on PREMISES shall be a material breach of this AGREEMENT. CONCESSIONAIRE shall submit a list of all persons employed by, or volunteering or subcontracting for, CONCESSIONAIRE at PREMISES to RAP prior to commencing operations pursuant to this AGREEMENT. All changes to the approved list of employees, volunteers and subcontractors shall be submitted to RAP for written approval prior to any employee, volunteer or subcontractor commencing work at the PREMISES. CONCESSIONAIRE shall not hire as an employee or volunteer, or subcontract with, any person whom RAP would be prohibited from hiring as an employee or volunteer pursuant to California Public Resources Code Section 5164 to perform work at PREMISES. CONCESSIONAIRE must have each employee, volunteer or subcontractor (including all employees or volunteers of any subcontractor) who is located on site, fingerprinted and each shall be required to fill out a form requesting the information required by Section 5164. RAP reserves the right to conduct a Department of Justice criminal background check on any such person prior to approving their employment, volunteer service or

subcontract. Failure to comply with this hiring standard shall be a material breach of this AGREEMENT and CONCESSIONAIRE shall immediately remove any employee, volunteer or subcontractor from the PREMISES at RAP's instruction. In the event any employees, volunteers and/or subcontractors (including all employees and volunteers for any subcontractor) has engaged in any serious act of misconduct, including (but not limited to) an act of dishonesty, theft or misappropriation of City property, moral turpitude, insubordination, or any act injuring, abusing, or endangering others, CONCESSIONAIRE shall immediately remove such employee, volunteers and/or subcontractors from the PREMISES at RAP's instruction. In the event any principal or owner of CONCESSIONAIRE has engaged in any serious act of misconduct, including (but not limited to) an act of dishonesty, theft or misappropriation of City property, moral turpitude, insubordination, or any act injuring, abusing, or endangering others, such actions shall not be deemed a material breach of this AGREEMENT by the CONCESSIONAIRE until CONCESSIONAIRE has first received written notice from RAP of the alleged serious act of misconduct perpetrated by such principal or owner and CONCESSIONAIRE has thereafter had an opportunity to remove such principal or owner from the entity constituting CONCESSIONAIRE pursuant to CONCESSIONAIRE'S procedures for removal of a member in accordance with its organizational documents along with removal of such principal or owner from the Premises, if applicable. In the event CONCESSIONAIRE has not removed the principal or owner within thirty (30) calendar days after receiving the written notice described above, CITY shall have the right to terminate this AGREEMENT pursuant to such breach.

F. **Menu and Pricing**

1. RAP agrees that CONCESSIONAIRE'S menu items, including its price for same, shall be within CONCESSIONAIRE'S discretion; subject, however, to disapproval by RAP if the selection of items offered is inadequate, of inferior quality, or if any of said prices are excessively high or low in the reasonable opinion of RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City. CONCESSIONAIRE shall, upon execution of this AGREEMENT, provide RAP with a list of prices for all menu items. This list shall be updated and resubmitted to RAP whenever prices are changed.

2. All menu items and service, offered for sale and/or sold by CONCESSIONAIRE in said PREMISES must be related to the ordinary business of the CONCESSION.

3. CONCESSIONAIRE shall offer for sale to the public a full range of freshly prepared food items, pre-prepared and packaged items and beverages as described in CONCESSIONAIRE's Proposal (Exhibit C to this Agreement).

4. CONCESSIONAIRE shall offer for sale to the public a variety of healthy choice options for food and beverages. This includes the availability of fresh fruits and fresh vegetables, bottled water, 100% juice, beverages that contain at least 50% fruit juice with no added sweeteners, and providing healthy snacks as defined by the California Education Code (Part 27, Chapter 9, Article 2.5, Section 49431(a), Subsections 2 and 3). CONCESSIONAIRE expressly agrees to comply with all CITY and RAP food programs.

5. CONCESSIONAIRE shall not use artificial trans-fat (e.g., industrially created partial hydrogenation plant oils) in the preparation of food products. All prepared food items are to be free of artificial trans-fat. CONCESSIONAIRE shall attempt to use only artificial trans-fat free prepackaged food items.

6. CONCESSIONAIRE shall offer a value-priced express menu for golfers, which includes at least two meal choices for breakfast and lunch with priority for speed of service.

7. CONCESSIONAIRE shall offer pre-set bulk menus with prices for golf tournaments.

8. CONCESSIONAIRE will implement the proposed plan based on the Good Food Purchasing Program from the Los Angeles Food Policy Council as approved by RAP and shall comply with the terms of the Good Food Purchasing Program (Exhibit D). All food/beverage subcontractors selected by CONCESSIONAIRE shall be subject to the approval of GENERAL MANAGER.

9. All menu items sold or kept for sale by CONCESSIONAIRE shall be of first class high quality and acceptable to all industry standards and conform to all federal, state, and municipal laws, ordinances, and regulations in every respect. No imitation, adulterated, misbranded, or impure articles shall be sold or kept for sale by CONCESSIONAIRE and all edible merchandise kept on hand shall be stored and with due regard for sanitation.

   In addition, no substitutes, fillers, dilutants, nor reduction in size of standard manufactured or processed food products will be permitted. All menu items kept for sale by CONCESSIONAIRE shall be subject to the approval or rejection of GENERAL MANAGER, and CONCESSIONAIRE shall remove from the PREMISES any article, which may be rejected and shall not offer it for sale without the consent of GENERAL MANAGER. GENERAL MANAGER may order the improvement of the quality of any merchandise kept or offered for sale.

10. CONCESSIONAIRE shall minimize the paper items (straw wrappers, serving cartons, etc.) distributed with take-out CONCESSION products. CONCESSIONAIRE shall be prohibited from selling merchandise in non-recyclable bottles, and shall not dispense take-out food or beverage items in glass or Expanded Polystyrene (EPS) / Styrofoam containers. CONCESSIONAIRE shall not sell or give away or otherwise dispose of any commodity which, in the opinion of GENERAL MANAGER, will cause undue litter or, in the reasonable opinion of GENERAL MANAGER, negatively impact the environment. CONCESSIONAIRE expressly agrees to comply with all RAP and CITY recycling programs.

11. CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.

12. The parties hereto acknowledge that during construction of the Redevelopment Project (with the exception of the Banquet Hall) CONCESSIONAIRE shall provide food and beverage service only from the Airstream food truck, and shall not be required to offer pre-set bulk menus with prices for golf tournaments. In the event that CONCESSIONAIRE declines to provide pre-set bulk food and beverage service, RAP shall have the right to utilize another food service provider.

G. **Diversion of Business**

CONCESSIONAIRE shall not divert, cause, allow, or permit to be diverted any business from the PREMISES and shall take all reasonable measures, in every proper manner, to develop, maintain, and increase the business conducted by it under this AGREEMENT.

H. **Equipment, Furnishings, and Expendables**

All equipment, furnishings, and expendables required for said CONCESSION shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property, except for equipment detailed in Section 6 and Exhibit G.

As a courtesy, CITY shall at no cost to CONCESSIONAIRE, provide certain equipment (which shall remain the property of CITY) as specified in the City-Owned Equipment List (Exhibit E). The CITY reserves the right to remove or salvage any and all items of City-Owned Equipment. CITY shall not be responsible for the replacement or repair of said items. No equipment provided by CITY shall be removed or replaced by CONCESSIONAIRE without the prior written consent of RAP.

Upon termination of the AGREEMENT, CONCESSIONAIRE shall have the right to remove its own personal property, but not improvements or RAP property, from the PREMISES and shall be allowed a period of seven (7) calendar days to complete such removal. If not removed within that period, said personal property shall become the property of RAP.

I. **Maintenance of Equipment**

CONCESSIONAIRE shall, at all times and at its expense, keep and maintain all equipment, whether owned and/or installed by CONCESSIONAIRE or RAP, such as, but not limited to, heat exchangers, fans, controls and electric panels, installed by RAP, together with all of the fixtures, plate and mirror glass, appliances, countertops and kitchen cabinetry, indoor and outdoor furniture and personal property therein, in good repair and in a clean, sanitary, and orderly condition and appearance. RAP will be responsible for utility lines and repairs, including telephone lines, exterior to the PREMISES.

All maintenance, repairs and replacement of all equipment shall be performed at the sole expense of CONCESSIONAIRE. CONCESSIONAIRE may elect to not use RAP-owned equipment, with prior written consent of RAP.

J. **Claims for Labor and Materials**

The CONCESSIONAIRE shall promptly pay when due all amounts payable for labor and materials furnished in the performance of the AGREEMENT so as to prevent any lien or other claim under any provision of law from arising against RAP property (including reports, documents, and other tangible matter produced by CONCESSIONAIRE hereunder), against CONCESSIONAIRE's rights hereunder, or against RAP, and shall pay all amounts due under the California Unemployment Insurance Code with respect to such labor.

K. **Signs and Advertisements**

CONCESSIONAIRE shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of RAP property without the prior written approval from RAP, who may require the removal or refurbishment of any sign previously approved. Certain signs and advertisements may also require the prior written approval of other appropriate agencies.

CONCESSIONAIRE shall place a public notice that CONCESSIONAIRE operates the CONCESSION. The address and phone number of CONCESSIONAIRE will be shown along with the notation that all complaints should be referred directly to CONCESSIONAIRE.

At FACILITY, CONCESSIONAIRE shall provide the following credit, or as proportions of signage allow, similar credit as approved by RAP in writing:

"In Collaboration with the City of Los Angeles Department of Recreation and Parks."

Upon expiration or termination of this AGREEMENT, CONCESSIONAIRE shall, at its own expense, remove or paint out, as RAP may direct, any and all of its signs and displays on the PREMISES and in connection therewith, and shall restore said PREMISES and improvements thereto to substantially the same condition as prior to the placement of any such signs or displays.

RAP may, at its discretion, install umbrellas or canopy shade structures bearing the City's or RAP logo. Said umbrellas or canopy shade structures shall be provided by RAP at no cost to CONCESSIONAIRE. RAP-issued umbrellas and/or canopy shade structures shall remain City property and shall be returned to RAP upon the expiration or earlier termination of this CONCESSION.

L. **Utilities**

CONCESSIONAIRE shall be responsible for utility charges associated with the CONCESSION. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for gas, electricity, heat, air-conditioning, and other utility services to PREMISES, excluding water, and shall be paid by CONCESSIONAIRE regardless of whether such utility services are furnished by CITY or by other utility service providers. CONCESSIONAIRE will pay directly for gas, electrical, telephone and internet/Wi-Fi services, which will be in the name of CONCESSIONAIRE. CONCESSIONAIRE must install electrical sub-meters if necessary.

CONCESSIONAIRE hereby expressly waives all claims for compensation, or for any diminution or abatement of the rental payment provided for herein, for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the water, heating, or air conditioning systems, electrical apparatus, or wires furnished to the PREMISES which may occur from time to time and from any cause or from any loss resulting from water, earthquake, wind, civil commotion, or riot; and CONCESSIONAIRE hereby expressly releases and discharges CITY and its officers, employees, and agents from any and all demands, claims, actions, and causes of action arising from any of the aforesaid causes.

In all instances where damage to any utility service line is caused by CONCESSIONAIRE, its employees, contractors, sub-contractors, suppliers, agents, or invitees, CONCESSIONAIRE shall be responsible for the cost of repairs and any and all damages occasioned thereby.

The City will incur the cost of water during the term of this Agreement without reimbursement from CONCESSIONAIRE. Water and electricity shall be utilized by CONCESSIONAIRE in the most efficient manner possible, and CONCESSIONAIRE expressly agrees to comply with all CITY water conservation programs. At the discretion of the General Manager, RAP may require CONCESSIONAIRE to establish recyclables collection and/or implement additional waste diversion strategies within the PREMISES.

CONCESSIONAIRE shall reimburse RAP if any utility charges are paid by RAP, excluding water.

M. **Vending Machines and Food Carts**

CONCESSIONAIRE shall not install, or allow to be installed, any vending machines, electronic games, or other coin-operated machines without prior written approval of RAP. RAP shall have the right to order the immediate removal of any unauthorized machines.

RAP may consider request from CONCESSIONAIRE to install vending machines; and/or may order the installation of vending machines to increase service at the FACILITY at RAP's sole discretion. If installed, gross receipts from vending machine service are subject to Section 8 "Minimum Annual Guarantee and Monthly Rental Payment" terms and conditions.

For the avoidance of doubt, CONCESSIONAIRE may provide a mobile food cart for food and beverage service with items stocked in the mobile food cart and delivery service of food and beverages from the main restaurant. The CONCESSIONAIRE shall be responsible for the storage and maintenance of the mobile food cart, including the cost for all operations and approvals, permitting, and licensing.

N. **Safety**

CONCESSIONAIRE shall correct safety deficiencies, and violations of safety practices on the Premises, immediately after the condition becomes known or RAP notifies CONCESSIONAIRE of said condition. CONCESSIONAIRE shall cooperate fully with RAP in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, CONCESSIONAIRE shall reasonably ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, CONCESSIONAIRE shall submit a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (Exhibit F) - (see SECTION 21, "NOTICES," for mailing address). If CONCESSIONAIRE fails to correct hazardous conditions specified by RAP in a written notice, which have led, or in the opinion of RAP could lead, to injury, RAP may, in addition to all other remedies which may be available to RAP and upon prior notice to CONCESSIONAIRE, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand.

O. **Environmental Sensitivity**

CONCESSIONAIRE must operate the CONCESSION in an environmentally sensitive manner and all operations must comply with RAP policies regarding protection of the environment. CONCESSIONAIRE shall not use or allow the use on the PREMISES of environmentally unsafe products.

P. **Fund Raising Activities**

CONCESSIONAIRE is expected to cooperate with RAP personnel on all matters relative to fund-raising and/or special events at the discretion of RAP.

Q. **Community Outreach**

CONCESSIONAIRE shall coordinate and cooperate with RAP to develop strategies to outreach to all members of the community, particularly those living in low-to-moderate income areas, fixed-income households, youth, the disabled, etc., to provide its services to

these members of the community who may not otherwise have the opportunity to partake in the services provided by CONCESSIONAIRE.

R. **Amplified Sound**
No amplified sound is permitted by CONCESSIONAIRE, without prior approval from RAP.

S. **Security**
CONCESSIONAIRE shall be responsible for security of the interior PREMISES. CONCESSIONAIRE may install equipment, approved by RAP, which will assist in protecting the PREMISES from theft, burglary, or vandalism. Any such equipment must be purchased, installed, and maintained by CONCESSIONAIRE.

T. **Quiet Enjoyment**
CITY agrees that CONCESSIONAIRE, upon payment of the fees and charges specified herein, and all other charges and payments to be paid by CONCESSIONAIRE under the terms of this AGREEMENT, and upon observing and keeping the required terms, conditions and covenants of this AGREEMENT, shall lawfully and quietly hold, use and enjoy the PREMISES during the term of this AGREEMENT. In the case of disputes, during the life of the AGREEMENT, over any conditions which may impede upon CONCESSIONAIRE's quiet enjoyment of the PREMISES, RAP shall have final determination, which shall be reasonable, of any solution to such dispute; RAP's final reasonable determination shall be binding upon all parties in such dispute.

U. **Receipts**

1. CONCESSIONAIRE shall offer receipts to customers for every transaction.

2. CONCESSIONAIRE shall at all times place a sign within twelve (12) inches of any cash register, in clear view to the public, and in minimum one-inch lettering, which states: "If a receipt is not provided for this transaction, please contact the Department of Recreation and Parks - Concessions Unit (213) 202-3280."

SECTION 6. CAPITAL IMPROVEMENTS, EQUIPMENT, AND ONGOING REFURBISHMENT

CONCESSIONAIRE shall spend the following amounts as listed in the (Exhibit C) Proposal – Section Forms; Capital Investment Form (RFP Exhibit L Form, completed) (the "Redevelopment Project"):

Main Restaurant; Entry & Bathrooms/Lounge; Halfway House	$1,961,874
Furniture, Fixtures and Equipment; Airstream Food Truck; Brewing Onsite	$ 559,956
Architectural, Engineering	$ 261,326
Banquet Hall Development	$1,502,028
Total:	$4,285,184

The Four Million Two Hundred Eighty-Five Thousand, One Hundred Eighty-Four Dollars ($4,285,184) investment must be spent on the CONCESSION Redevelopment Project or the CONCESSIONAIRE will pay the unspent difference to RAP. In the event that the proposed dollar amount listed above is not sufficient to complete the improvements as specified in its Proposal, CONCESSIONAIRE shall be responsible for any additional costs to complete the Redevelopment Project as set forth in its Proposal. Paid invoices by CONCESSIONAIRE for the Redevelopment Project shall be submitted to RAP at the completion of each improvement for the Redevelopment Project for verification.

CONCESSIONAIRE shall complete the above improvements as submitted in the Proposal, as may be further refined and approved by City, within one year from the Commencement Date as set forth in Section 4 of this Agreement, with the exception of the Banquet Hall Development which CONCESSIONAIRE shall complete within two years from the Commencement Date as set forth in Section 4 of this Agreement.

In the event that CONCESSIONAIRE becomes aware that it will be unable to complete the required improvements within the one year period set forth above due to the discovery of any unforeseen material structural issues with the building or any other circumstances beyond the control of CONCESSIONAIRE that delay the timely construction of the required improvements, CONCESSIONAIRE shall promptly notify the CITY in writing of such anticipated delay and the parties shall negotiate a reasonable extension of time beyond the one year period during which CONCESSIONAIRE shall complete the required improvements. During any such period, the MAG shall continue to be suspended, CONCESSIONAIRE shall not be deemed to be in default or breach for failure to complete the improvements, and any penalties for failure to complete the improvements shall be waived.

A. **Capital Improvements**

CONCESSIONAIRE shall undertake and complete the following improvements as part of the Redevelopment Project:

- For compliancy with the Americans with Disabilities Act (ADA), upgrade seating in both restaurant and bar area; cash transaction counter, and doors.
- Aesthetic upgrades through paint, flooring, furniture, and lighting fixtures.
- Remodel/reconfiguration of the main lobby and restrooms.
- Remodel of the restaurant and bar lounge with removal of the dividing wall to create a larger uniform space.
- Installation of a grease interceptor
- Installation of a back deck with trellis
- Installation of a front patio
- Remodel of the Halfway House
- Design and construction of banquet hall
- If necessary for direct billing, install an electrical sub-meter.
- Provision of Wi-Fi (up to 80% of the maximum capacity of customers will be able to access Wi-Fi simultaneously with a concurrent download speed of 3 megabits per second.)

RAP shall hold CONCESSIONAIRE responsible for guaranteeing the completion of all improvements in the Redevelopment Project, or substitutions permitted by RAP, according to approved plans, regardless of cost. RAP will approve all design and construction plans and drawings prior to commencement of any work at the PREMISES. CONCESSIONAIRE shall bear all costs for all necessary permits, insurance, and taxes required for compliance of such improvements. Any breach of this condition for Redevelopment Project improvements shall be a material breach of this AGREEMENT. RAP reserves the right to recover damages from CONCESSIONAIRE if the improvements are not completed, not completed as stipulated, or not completed to the reasonable satisfaction of RAP pursuant to the approved plans. Such damages may include, but are not limited to, recovering up to the entire cost of the improvements from CONCESSIONAIRE's performance deposit. The performance deposit must be recompensed as stipulated in Section 14, "Performance Deposit," herein. Failure to complete the required improvements within the time frame specified in the written approval, or as prescribed by RAP

pursuant to the terms of this AGREEMENT, are subject to a penalty of One Hundred Dollars ($100.00) per day for each calendar day over the appropriate time limit. At the conclusion of each improvement, CONCESSIONAIRE shall submit proof of project completion to RAP. At that point, RAP will inspect the submitted improvement to confirm completion. All improvements shall become the property of RAP. Additionally, if the value of all completed required and optional improvements is less than the amount specified in Section 6 of this AGREEMENT (i.e. $4,285,184), CONCESSIONAIRE will be responsible to RAP for payment of the difference within thirty (30) days of written notification.

Subject to Section 5.T., RAP reserves the right to further develop or improve the FACILITY and the PREMISES as it sees fit, and without interference or hindrance by CONCESSIONAIRE. Such development or improvement may require the suspension or termination of the AGREEMENT. RAP shall not be liable for loss of business which results from the construction of any development or improvements to the FACILITY or the PREMISES.

Improvements by CONCESSIONAIRE to the PREMISES are subject to:

1. **Compliance with Applicable Rules and Regulations**
All structural or other improvements, equipment and interior design and decor constructed or installed by CONCESSIONAIRE, including the plans and specifications therefore, shall in all respects conform to and comply with the applicable statutes (including the California Environmental Quality Act), ordinances (including those regarding historic and cultural monuments), building codes, rules and regulations of CITY and such other authorities that may have jurisdiction over the facility areas or CONCESSIONAIRE'S operations therein. The written approval by RAP of any improvements as provided above shall not constitute a representation or warranty as to such conformity or compliance, but responsibility therefore shall at all times remain with CONCESSIONAIRE.

2. **Procurement of Permits and Approvals**
CONCESSIONAIRE shall, at its sole expense, and prior to construction of any improvements, procure all building, fire, safety, aesthetic, environmental, and other permits and approvals necessary for the construction of the structural and other improvements, installation of equipment, and interior design and decor. Copies of all said permits and approvals shall thereafter be submitted to RAP. No permission to begin said improvements shall be granted by RAP prior to CONCESSIONAIRE’s obtaining of said permits and approvals.

3. **Subcontractors**
CONCESSIONAIRE shall require by any contract that it awards in connection with structural or other improvements, the installation of any and all equipment, and the interior designing and decor, that the contractor doing, performing or furnishing the same shall comply with all applicable statutes, ordinances, codes, rules and regulations, and submit to RAP evidence of required insurance coverage.

B. **Equipment Investments**

CONCESSIONAIRE shall purchase the new equipment valued at Five Hundred Fifty-Nine Thousand, Nine Hundred Fifty-Six Dollars ($559,956) as set forth in Exhibit G attached hereto. All new equipment which includes kitchen equipment, furniture, audio visual/security equipment, signage on building, Airstream food truck, onsite brewing equipment, or substitutions permitted by RAP, as set forth on Exhibit G, shall become the property of RAP and CONCESSIONAIRE shall ensure that title to all such new equipment shall be vested in RAP.

C. **Ongoing Refurbishment**

CONCESSIONAIRE shall perform annually maintenance and repair to the CONCESSION and equipment (including any improvements thereto, including the Redevelopment Project improvements), regardless if equipment is City-owned or property of CONCESSIONAIRE, during the term of the AGREEMENT in order to maintain operations in a safe, clean, attractive environment.

RAP shall have reasonable discretion to schedule/order refurbishments with CONCESSIONAIRE upon inspection of the PREMISES.

SECTION 7. HOURS / DAYS OF OPERATION

The CONCESSIONAIRE must operate the CONCESSION 365 days a year. CONCESSIONAIRE shall coordinate hours of operation with RAP to coincide with golf operations. For the avoidance of doubt, if the Facility is closed, the CONCESSION may be closed accordingly. However, CONCESSIONAIRE may elect to open the CONCESSION when the FACILITY is closed.

Minimum hours of operations are thirty minutes before the first tee-time until thirty minutes after sunset.

Any deviation from the hours specified shall be subject to prior written approval of GENERAL MANAGER.

CONCESSIONAIRE must post the hours of operation in a location visible to the public, and must be open for business during the hours posted. Hours of operation may not be changed without prior written approval of RAP. Any deviation from such days and hours shall be subject to the prior written approval of RAP.

SECTION 8. MINIMUM ANNUAL GUARANTEE AND MONTHLY RENTAL PAYMENT

A. **Minimum Annual Guarantee**

The Minimum Annual Guarantee (MAG) for year one of this AGREEMENT, which is the 12-month period commencing on the Commencement Date, is One Hundred Thousand Dollars ($100,000) (“YEAR ONE MAG”); equaling Eight Thousand Thirty-Three Dollars and Thirty-Three Cents ($8,033.33) per month, provided, however, that the YEAR ONE MAG shall be suspended and not apply during the months of the first year of this AGREEMENT when CONCESSIONARE is undertaking to complete the Redevelopment Project improvements (not including the Banquet Hall Development). During the time the YEAR ONE MAG is suspended, CONCESSIONAIRE shall be responsible for monthly rental payments based on percentage of gross receipts as set forth in Section 8.B. below.

In the event CONCESSIONAIRE completes the Redevelopment Project improvements (not including the Banquet Hall Development) prior to the end of the first year of this AGREEMENT, which completion shall be evidenced by the issuance of a Certificate of Occupancy (or the legal equivalent thereof) by the CITY or other appropriate governmental authority and CONCESSIONAIRE has commenced permanent operations at the Premises, the YEAR ONE MAG shall be reinstated and apply on a pro-rated basis for the remaining

months of the first year of this AGREEMENT. In no event shall the YEAR ONE MAG be suspended for longer than the first year of this AGREEMENT, except in accordance with Section 6.

The MAG for years two through ten is the greater of 103% of the previous year's MAG or Ninety Percent (90%) of the actual paid rent for the previous contract year. For avoidance of doubt, the MAG for year two of this AGREEMENT shall be the greater of 103% of the previous year's MAG of $100,000 (regardless of whether the YEAR ONE MAG has been suspended for any portion of the first year of this AGREEMENT) or Ninety Percent (90%) of the actual paid rent for the first year of this AGREEMENT. Each subsequent year's MAG shall be determined at the conclusion of the previous contract year.

If the Extension Option is exercised by RAP, MAG for years eleven (11) through fifteen (15) shall be negotiated pursuant to Section 4.

B. **Rental Payment Calculation**

As part of the consideration for RAP's granting the CONCESSION rights herein above set forth, CONCESSIONAIRE shall pay to RAP a monthly rental payment as follows:

The greater of:

- One-twelfth of the Minimum Annual Guarantee, provided, however that the YEAR ONE MAG shall not apply during certain portions of the first year of this AGREEMENT as provided in Section 8.A. above.

or

- Six percent (6%) of gross receipts on all sales of food and non-alcoholic beverages; twelve percent (12%) on gross receipts of all sales on alcohol; twelve percent (12%) on gross receipts of all special events; and six percent (6%) on gross receipts of all vending machine sales.

Refer to SECTION 8.D for the definition of "Gross Receipts."

C. **Payment Due**

Said payment shall be due and payable (postmarked) by the fifteenth day of each calendar month based on the gross receipts received in each previous month. The payment and Monthly Revenue Report (Exhibit H) shall be addressed to:

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
ATTENTION: Concessions Division
P. O. Box 86328
Los Angeles, CA 90086

D. **Gross Receipts Defined**

The term "gross receipts" is defined as the total amount charged for the sale of any goods or services (whether or not such services are performed as a part of or in connection with the sale of goods) provided in connection with this CONCESSION, but not including any of the following:

1. Cash discounts allowed or taken on sales;

2. Any sales tax, use tax, or excise tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by CONCESSIONAIRE;
3. Receipts from the sale of waste or scrap materials resulting from the CONCESSION operation;

4. Receipts from the sale of or the trade-in value of any furniture, fixtures, or equipment used in connection with the CONCESSION, and owned by CONCESSIONAIRE;

5. The value of any merchandise, supplies, or equipment exchanged or transferred from or to other business locations of CONCESSIONAIRE where such exchanges or transfers are not made for the purpose of avoiding a sale by CONCESSIONAIRE which would otherwise be made from or at the CONCESSION;

6. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;

7. Receipts from the sale at cost of uniforms, clothing, or supplies to CONCESSIONAIRE'S employees where such uniforms, clothing, or supplies are required to be worn or used by said employees;

8. Receipts from any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by CONCESSIONAIRE, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;

9. Fair market trade-in allowance, in the event merchandise is taken in trade;

10. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers; and

11. Discounts or surcharges applied to receipts for services or merchandise, with the concurrence of both CONCESSIONAIRE and RAP, including discounts to employees, if concurred by RAP.

CONCESSIONAIRE shall not reduce or increase the amount of gross receipts, as herein defined, as a result of any of the following:

13. Any error in cash handling by CONCESSIONAIRE or CONCESSIONAIRE’s employees or agents;

14. Any losses resulting from bad checks received from consumers or purchasers; or from dishonored credit, charge, or debit card payments; or any other dishonored payment to CONCESSIONAIRE by customer or purchaser; and

15. Any arrangement for a rebate, kickback, or hidden credit given or allowed to customer.

E. **Monthly Revenue Reports**
CONCESSIONAIRE shall transmit with each payment a Monthly Revenue Report (Exhibit H) for the month for which a payment is submitted.

F. **Late Payment Fee**
Failure of CONCESSIONAIRE to timely pay any of the monthly rental payment or any other fees, charges, or payments required herein is a breach of the AGREEMENT for which RAP may terminate same or take such other legal action as it deems necessary, provided that RAP shall not terminate or take such other legal action until RAP has first provided CONCESSIONAIRE with written notice of such non-payment and CONCESSIONAIRE has had a period of thirty (30) days from receipt thereof to cure such non-payment, pursuant to Section 20 hereof.

Without waiving any rights available at law, in equity or under the AGREEMENT, in the event of late or delinquent payments by CONCESSIONAIRE, the latter recognizes that RAP will incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, CONCESSIONAIRE agrees to pay RAP a late fee set forth below to compensate RAP for all expenses and/or damages and loss resulting from said late or delinquent payments.

The charges for late or delinquent payments shall be One Hundred Fifty Dollars ($150.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, but in no event higher than the maximum rate allowed by law, assessed monthly, on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the fifteenth (15th) day of the month in which payment is due.

The acceptance of late payments by RAP shall not be deemed as a waiver of any other breach by CONCESSIONAIRE of any term or condition of this AGREEMENT other than the failure of CONCESSIONAIRE to timely make the particular payment so accepted.

G. **Compliance with Identity Theft Laws and Payment Card Data Security Standards:**
CONCESSIONAIRE agrees to comply with all Identity Theft Laws including without limitation, Laws related to: 1) Payment Devices; 2) Credit and Debit Card Fraud; and 3) the Fair and Accurate Credit Transactions Act (FACTA), including its requirement relating to the content of Transaction Receipts provided to Customers. CONCESSIONAIRE also agrees to comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (PCI DSS). During the performance of any service to replace, install, program or update Payment Devices equipped to conduct Credit or Debit Card transactions, including PCI DSS services, CONCESSIONAIRE agrees to verify proper truncation of receipts in compliance with FACTA. CONCESSIONAIRE understands that failure to ensure proper truncation will result in the imposition of liability and defense costs that may arise out of consequent litigation.

SECTION 9. ADDITIONAL FEES AND CHARGES

A. If RAP pays any sum or incurs any obligations or expense, for which CONCESSIONAIRE has agreed to pay or reimburse RAP, or if RAP is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of CONCESSIONAIRE to perform or fulfill any one or more of the conditions, covenants, or agreements contained in the AGREEMENT, or as a result of an act or omission of CONCESSIONAIRE contrary to said conditions, covenants, and agreements,

CONCESSIONAIRE agrees to pay RAP the sum so paid or the expense so incurred, including all interest, costs, (including RAP'S fifteen percent (15%) administrative overhead cost), damages, and penalties. This amount shall be added to the rental payment thereafter due hereunder, and each and every part of the same shall be and become additional rental payment, recoverable by RAP in the same manner and with like remedies as if it were originally a part of the basic rental payment set forth in Section 8 hereof.

B. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by RAP for any work done or material furnished shall be prima facie evidence against CONCESSIONAIRE that the amount of such payment was necessary and reasonable. Should RAP elect to use its own personnel in making any repairs, replacements, and/or alterations, and to charge CONCESSIONAIRE with the cost of same, receipts and timesheets will be used to establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by CONCESSIONAIRE.

C. Use of the PREMISES for purposes not expressly permitted herein, whether approved in writing by RAP or not, may result in additional charges; however, any such use without the prior written approval of RAP shall also constitute a material breach of AGREEMENT and is prohibited.

SECTION 10. INSURANCE

CONCESSIONAIRE shall follow insurance guidelines in the STANDARD PROVISIONS (Exhibit A); provide and maintain the Required Insurance and Minimum Limits (Exhibit I); and follow the Instructions and Information on Complying with City Insurance Requirements (Exhibit I).

SECTION 11. MAINTENANCE OF PREMISES

During all periods that the PREMISES are used or are under the control of CONCESSIONAIRE for the uses, purposes, and occupancy aforesaid, CONCESSIONAIRE shall be responsible for all necessary janitorial duties and damage/maintenance repairs, to the satisfaction of RAP. The cause of said maintenance, cleaning and repairs may result from normal wear and tear, as well as vandalism.

A. **Interior of Premises**

1. Areas to be maintained by CONCESSIONAIRE:

CONCESSIONAIRE shall, at its own expense, keep and maintain all the interior walls and surfaces of PREMISES and all improvements, fixtures, and utility systems which may now or hereafter exist thereon, whether installed by RAP or CONCESSIONAIRE. Improvements shall include all buildings and appurtenances recessed into or attached by any method to the ground or to another object which is recessed or attached to the ground or to other CITY-owned facilities (such as buildings, fences, posts, signs, electrical hook-ups, plumbing, tracks, tanks, etc.).

CONCESSIONAIRE shall provide all maintenance, repair, and service required on all interior areas, surfaces, and equipment used in the PREMISES and keep such equipment in good repair and in a clean and orderly condition and appearance. CONCESSIONAIRE shall also be responsible for electrical, mechanical, and plumbing maintenance in the interior of the PREMISES, such as lighting fixtures, sinks, and faucets; however, CITY shall be responsible for maintenance of utility lines and drains

within the walls and floors of the concession PREMISES. Insofar as sanitation and appearance of the PREMISES is concerned, RAP may direct CONCESSIONAIRE to perform necessary repairs and maintenance to the interior of the structure or to the equipment, whether the equipment is CONCESSIONAIRE or RAP property.

CONCESSIONAIRE shall clean and restock all shared restrooms every day after 1:00 p.m. until closing. RAP will provide paper goods and hand soap. CITY shall clean and stock the restrooms from morning until 1:00 p.m. daily.

2. Duties:

CONCESSIONAIRE'S maintenance duties shall include all sweeping, washing, servicing, repairing, replacing, cleaning, and interior painting that may be required to properly maintain the premises in a safe, clean, operable, and attractive condition. CONCESSIONAIRE shall provide for such repairs, replacements, rebuilding, and restoration as may be required by or given prior written approval by RAP to comply with the requirements hereof. Those duties shall also include electrical, mechanical, and plumbing maintenance in the interior of the premises, such as light fixtures, toilets, and faucets.

B. **Exterior of Premises and Common Passageways**

RAP shall maintain the exterior of all buildings and will endeavor to perform all exterior repairs occasioned by normal wear and tear, and the elements, unless otherwise provided for in the AGREEMENT. Common passageways leading to other CONCESSION facilities or offices maintained by RAP which also lead to the PREMISES shall not be considered under the control of CONCESSIONAIRE for purposes of this Section. In addition, RAP shall be responsible for maintenance of the lawn area within the perimeter of the PREMISES, including mowing and watering, and shall maintain all existing landscaping, trees, and bushes on the PREMISES. CITY shall also maintain the existing water, drain and sewer systems, provided, however, that CONCESSIONAIRE shall make every effort not to clog such systems with debris from all operations.

C. **Correction of Conditions Leading to Damage**

If CONCESSIONAIRE fails, after written notice, to correct such conditions which have led or, in the opinion of RAP, could lead to significant damage to CITY property, RAP may at its option, and in addition to all other remedies which may be available to it, repair, replace, rebuild, redecorate or paint any such PREMISES included in said notice, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand. If, for any reason, payment of such fees becomes delinquent, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

D. **Property Damage and Theft Reporting**

CONCESSIONAIRE shall complete and submit to RAP a "Special Occurrence and Loss Report," (Exhibit J) in the event that the PREMISES and/or CITY-owned property is damaged or destroyed, in whole or in part, from any cause whatsoever, and in the event of theft, burglary, or other crime committed on the PREMISES. Blank forms for this purpose shall be provided by RAP.

E. **Damage or Destruction to Premises**

1. **Partial Damage**

If all or a portion of the PREMISES are partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy, or other casualty, but not rendered

uninhabitable, the same will be repaired with due diligence by RAP at its own cost and expense, subject to the limitations as hereinafter provided; if said damage is caused by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, CONCESSIONAIRE shall be responsible for reimbursing RAP for the cost and expense incurred in making such repairs.

2. **Extensive Damage**

If the damages as described above in "Partial Damage" are so extensive as to render the PREMISES or a portion thereof uninhabitable, but are capable of being repaired within a reasonable time not to exceed sixty (60) days, the same shall be repaired with due diligence by RAP at its own cost and expense and a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the PREMISES are fully restored and certified by RAP as again ready for use; provided, however, that if such damage is caused by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, said fees and charges will not abate and CONCESSIONAIRE shall be responsible for the cost and expenses incurred in making such repairs.

3. **Complete Destruction**

In the event all or a substantial portion of the PREMISES are completely destroyed by fire, explosion, the elements, public enemy, or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than sixty (60) days, RAP shall be under no obligation to repair, replace or reconstruct said PREMISES, and an appropriate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the said PREMISES are fully restored. If within four (4) months after the time of such damage or destruction said PREMISES have not been repaired or reconstructed, CONCESSIONAIRE may terminate this AGREEMENT in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if said PREMISES, or a substantial portion thereof, are completely destroyed as a result of the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, said fees and charges shall not abate and RAP may, in its discretion, require CONCESSIONAIRE to repair and reconstruct the same within twelve (12) months of such destruction and CONCESSIONAIRE shall be responsible for reimbursing RAP for the cost and expenses incurred in making such repairs. CONCESSIONAIRE shall continue paying RAP rent as determined above during the rebuilding of the facility.

4. **Limits of RAP'S Obligation Defined**

In the application of the provisions set forth in Paragraph 1 and 2 of this Section 11.E., RAP shall be obligated to, repair or reconstruct the PREMISES, subject to the provisions set forth therein. CITY'S obligation shall also be limited to repair or reconstruction of the PREMISES to the same extent and of equal quality as obtained by CONCESSIONAIRE at the commencement of its operations hereunder. Redecoration and replacement of furniture, equipment and supplies shall be the responsibility of CONCESSIONAIRE and any such redecoration and refurnishing/reequipping shall be equivalent in quality to that originally installed.

F. **Pest Control**

Unless otherwise specified in the AGREEMENT, CONCESSIONAIRE shall be responsible for pest control in and around the PREMISES, including but not limited to, abatement of insects (including roaches, bees, etc.), spiders, rodents, vermin, and other nuisance pests, if

the pests are found in or on structures or areas used and maintained by CONCESSIONAIRE, such as any of the following portions of the PREMISES:

Any portion of a building or enclosed structure with walls, roof, and doors, such as the restaurant, storage facilities, banquet facilities, halfway houses, offices and storage containers owned and/or used by CONCESSIONAIRE.

In the course of conducting pest control, CONCESSIONAIRE shall adhere to RAP's Integrated Pest Management (IPM) Program which emphasizes commitment to utilize the safest and least toxic means available to control harmful and unwanted pests. Use of all second generation anticoagulant rodenticides are prohibited. They are not allowed anywhere on park property, whether in or outside buildings. All anticoagulant rodenticides are known to be detrimental to wildlife but second generation rodenticides are especially detrimental to the natural order of ecosystems. Natural predators, such as hawks, owls, coyotes and bobcats feed on rodents, thus helping control rodent populations.

Efforts should be made to use mechanical or electronic traps rather than poisons. If bait boxes are used, California law mandates bait boxes be securely anchored and labeled with the agent used.

CONCESSIONAIRE shall submit a scope of work for any proposed pest management services subcontracted and shall not subcontract without prior RAP approval. Requests for approval shall be sent to Marty.Friedman@lacity.org with a copy to Rachel.Ramos@lacity.org.

RAP shall be responsible for pest control if pests are found in or on structures or areas maintained by RAP, such as:

1. Open, unfenced areas such as those locations permitted for mobile food if applicable.

2. Shared spaces, starter offices, pro shops, restrooms, and other facilities occupied in part by CONCESSIONAIRE but maintained by RAP.

3. Other areas, structures, or facilities adjacent to the PREMISES, but not used by or under the control of CONCESSIONAIRE; or areas, structures, or facilities shared by CONCESSIONAIRE and RAP.

Pest control for pests which may cause permanent structural damage to RAP property (for example, termite infestation) shall be the responsibility of RAP. CONCESSIONAIRE shall take all reasonable measures to reduce the proliferation of pests, including maintaining the PREMISES clean and orderly in accordance with this Section, and keeping wood components painted. RAP may direct CONCESSIONAIRE to take additional measures to abate pests which are an immediate threat to public health or safety.

SECTION 12. PROHIBITED ACTS

CONCESSIONAIRE shall not:

1. Use the PREMISES to conduct any other business operations of CONCESSIONAIRE not related to the CONCESSION.

2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the FACILITY, nor do or permit to be done anything which may interfere with free access and passage in the PREMISES or the public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighting or other emergency personnel in the discharge of their duties;

3. Interfere with the public's enjoyment and use of the FACILITY or use of the PREMISES for any purpose which is not essential to the CONCESSION operations;

4. Rent, sell, lease or offer any space for storing of any articles whatsoever within or on the PREMISES other than specified herein, without the prior written approval of RAP;

5. Overload any floor in the PREMISES;

6. Place any additional lock of any kind upon any window or interior or exterior door in the PREMISES, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefore is maintained on the PREMISES, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to RAP any and all keys to the interior or exterior doors on the PREMISES, whether said keys were furnished to or otherwise procured by CONCESSIONAIRE, and in the event of the loss of any keys furnished by RAP, CONCESSIONAIRE shall pay RAP, on demand, the cost for replacement thereof;

7. Do or permit to be done any act or thing upon the PREMISES which will invalidate, suspend or increase the rate of any insurance policy required under the AGREEMENT, or carried by RAP, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of RAP, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary;

8. Use, create, store or allow any hazardous materials as defined in Title 8, Section 339 of the California Code of Regulations or those which meet the criteria of the above Code, as well as any other substance which poses a hazard to health and environment, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary except that all hazardous materials must be stored and used in compliance with all City, State and Federal rules, regulations, ordinances and laws;

9. Allow any sale by auction upon the PREMISES;

10. Permit undue loitering on or about the PREMISES;

11. Use the PREMISES in any manner that will constitute waste;

12. Use or allow the PREMISES to be used for, in the opinion of RAP, any improper, immoral, or unlawful purposes.

SECTION 13. RATIFICATION

At the request of RAP, and because of the need therefore, CONCESSIONAIRE may have begun performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, RAP hereby accepts such service subject to all the terms, covenants, and condition of this AGREEMENT, AND ratifies its AGREEMENT with CONCESSIONAIRE for such services.

SECTION 14. PERFORMANCE DEPOSIT

CONCESSIONAIRE shall provide RAP a sum equal to Twenty-Five Thousand Dollars ($25,000) (the "Performance Deposit") to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT. RAP acknowledges receipt of the Performance Deposit as of the date of this AGREEMENT.

Form of Deposit
CONCESSIONAIRE'S Deposit shall be in the following form:

A cashier's check drawn on any bank that is a member of the Los Angeles Clearing House Association, which cashier's check is payable to the order of the City of Los Angeles.

A. **Agreement of Deposit and Indemnity**
CONCESSIONAIRE unconditionally agrees that in the event of any default beyond all applicable notice and cure periods, RAP shall have full power and authority to use the deposit in whole or in part to indemnify RAP. All deposits of checks must be immediately so deposited by RAP.

B. **Maintenance of Deposit**
Said Deposit shall be held by RAP during the entire term of the AGREEMENT.

C. **Return of Deposit to CONCESSIONAIRE**
Said Deposit shall be returned to CONCESSIONAIRE and any rights assigned to the Deposit shall be surrendered by RAP in writing, after the expiration or earlier termination of the AGREEMENT and any exit audits performed in conjunction with the AGREEMENT. RAP reserves the right to deduct from the Performance Deposit, any amounts up to and including the full amount of the Deposit as stated herein, owed to RAP by CONCESSIONAIRE as shown by any exit audits performed by RAP, or as compensation to RAP for CONCESSIONAIRE'S failure to adhere to or execute the terms and conditions of the AGREEMENT.

SECTION 15. TAXES, PERMITS, AND LICENSES

A. CONCESSIONAIRE shall obtain and maintain at its sole expense any and all approvals, permits, or licenses that may be required in connection with the operation of the CONCESSION including, but not limited to, tax permits, business licenses, health permits, animal regulation, building permits, police and fire permits, etc.

B. CONCESSIONAIRE shall pay all taxes of whatever character that may be levied or charged upon the rights of CONCESSIONAIRE to use the PREMISES, or upon CONCESSIONAIRE'S improvements, fixtures, equipment, or other property thereon or upon CONCESSIONAIRE'S operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as "Possessory Interest" and such property interest will be subject to property taxation. CONCESSIONAIRE, as the party to whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

C. Pursuant to Section 21.3.3 of Article 1.3 of the LAMC Commercial Tenants Occupancy Tax, CONCESSIONAIRE must pay to the City of Los Angeles for the privilege of occupancy, a tax at the rate of One Dollar and Forty-Eight Cents ($1.48) per calendar quarter or fractional part thereof for the first One Thousand Dollars ($1,000.00) or less of charges (rent and utilities) attributable to said calendar quarter, plus One Dollar and Forty-Eight Cents ($1.48) per calendar quarter for each additional One Thousand Dollars ($1,000.00) of charges or fractional part thereof in excess of One Thousand Dollars ($1,000.00). Said tax shall be paid quarterly to RAP, on or before the fifteenth (15th) of April, July, October, January of each calendar year, for the preceding three (3) months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, CONCESSIONAIRE shall be responsible to pay the updated, higher rate.

SECTION 16. ASSIGNMENT, SUBLEASE, BANKRUPTCY

CONCESSIONAIRE shall not under-let or sub-let the subject PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified, nor assign the AGREEMENT nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior written consent of RAP. Neither the AGREEMENT nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the CONCESSION rights or other violation of the provisions of this Section shall be void and shall confer no right, title or interest in or to the AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee or other lien holder, successor or purchaser. For purposes of this Section 16, a change in the majority ownership of CONCESSIONAIRE shall constitute a transfer or assignment of this AGREEMENT for which prior written consent of RAP is required.

SECTION 17. BUSINESS RECORDS

CONCESSIONAIRE shall maintain during the term of the AGREEMENT and for three years thereafter, all of its books, ledgers, journals, and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted pursuant to the AGREEMENT. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by RAP, or a duly authorized representative, during ordinary business hours at any time during the term of this Agreement and for three years thereafter.

A. **Employee Fidelity Bonds**
At RAP's discretion, adequate employee fidelity bonds may be required to be maintained by CONCESSIONAIRE covering all its employees who handle money.

B. **Cash and Record Handling Requirements**

If requested by RAP, CONCESSIONAIRE shall prepare a description of its cash handling and sales recording systems and equipment to be used for operation of the CONCESSION which shall be submitted to RAP for approval.

CONCESSIONAIRE shall be required to maintain a method of accounting of the CONCESSION which shall correctly and accurately reflect the gross receipts and disbursements received or made by CONCESSIONAIRE from the operation of the CONCESSION. The method of accounting, including bank accounts, established for the CONCESSION shall be separate from the accounting systems used for any other businesses operated by CONCESSIONAIRE or for recording CONCESSIONAIRE'S personal financial affairs. Such method shall include the keeping of the following documents:

1. Regular books of accounting such as general ledgers.

2. Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.

3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.

4. Cash register tapes shall be retained so that day to day sales can be identified. A cash register must be used in public view which prints a dated double tape, indicating each sale and the daily total.

5. Any other accounting records that RAP, in its sole discretion, deems necessary for proper reporting of receipts.

C. **Method of Recording Gross Receipts**

CONCESSIONAIRE must install a computerized point-of-sale (POS) system, including hardware and software, to record transactions and receipts. Such POS system must be capable of accepting credit and debit card payments; providing paper receipts to patrons; have a price display which is and shall remain at all times visible to the public; and have controls in place to make it equivalent to a non-resettable cash register. CONCESSIONAIRE shall not purchase or install the POS system, including hardware and software, before obtaining RAP's written approval of the specific hardware and software to be purchased. The POS system must be compatible with RAP’s golf management and reservation system, be able to produce end of day reports including gross receipts by sales categories, and RAP shall be able to obtain the reports daily through remote communication of the systems.

D. **Annual Statement of Gross Receipts and Expenses**

CONCESSIONAIRE shall transmit a Statement of Gross Receipts and Expenses (Profit and Loss Statement) for the CONCESSION operations as specified in the AGREEMENT, in a form acceptable to RAP, on or before April 30th, of each calendar year during the term of the AGREEMENT. Such Statement must be prepared by a Certified Public Accountant (CPA) and shall not include statements of omission or non-disclosure. An extension may be granted in writing, prior to the April 30th due date, by RAP, provided sufficient verification of the need for the extension is provided, as accepted by RAP’s General Manager or his

designee. The charge for late or delinquent Statements shall be One Hundred Dollars ($100.00) per month or part thereof late.

In addition, RAP may from time to time conduct an audit and re-audit of the books and businesses conducted by CONCESSIONAIRE and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of gross sales made by CONCESSIONAIRE to RAP shall be found to be less than the amount of gross sales disclosed by such audit and observation, CONCESSIONAIRE shall pay RAP within thirty (30) days after billing any additional rentals disclosed by such audit. If discrepancy exceeds two percent (2%) and no reasonable explanation is given for such discrepancy, CONCESSIONAIRE shall also pay the cost of the audit.

SECTION 18. REGULATIONS, INSPECTION, AND DIRECTIVES

A. **Constitutional and Other Limits on CONCESSIONAIRE'S Rights to Exclusivity**
Notwithstanding exclusivity granted to Concessionaire by the terms of this Agreement, the City in its discretion may require Concessionaire, without any reduction in rent or other valuable consideration to Concessionaire, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the First Amendment to the United States Constitution, the California Constitution, and other laws, as these laws are interpreted by the City. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

B. **Conformance with Laws**
CONCESSIONAIRE shall conform to:

1. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by RAP with respect to the operation of the CONCESSION;

2. Any and all orders, directions or conditions issued, given, or imposed by RAP with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the PREMISES;

3. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the LAMC, LAAC, the Charter of the City of Los Angeles, and of any governmental authority, federal, state or municipal, lawfully exercising authority over CONCESSIONAIRE'S operations; and,

4. Any and all applicable local, state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

C. **Permissions**
Any permission required by the AGREEMENT shall be secured in writing by CONCESSIONAIRE from CITY or RAP and any errors or omissions therefrom shall not relieve CONCESSIONAIRE of its obligations to faithfully perform the conditions therein. CONCESSIONAIRE shall promptly comply with any written request or order submitted to it by CITY or RAP in accordance with the terms of this AGREEMENT.

D. **Right of Inspection and Access to Concession**

CITY, RAP, their authorized representatives, agents and employees shall have the right to enter the PREMISES at any and all reasonable times for the purpose of inspection, evaluation, and observation of CONCESSIONAIRE'S operation. Park Rangers are specifically designated as CITY agents and are empowered by CITY to conduct inspections of the PREMISES, evaluate CONCESSIONAIRE and inform RAP fully as to CONCESSIONAIRE's conduct. During these inspections, they all shall have the right to photograph, film, or otherwise record conditions and events taking place upon the PREMISES. The inspections may be made by persons identified to CONCESSIONAIRE as CITY Employees, or may be made by independent contractors engaged by CITY also identified to CONCESSIONAIRE by the CITY. Inspections may be made for the purposes set forth below, and for any other lawful purpose for which the CITY or another governmental entity with jurisdiction is authorized to perform inspections of the PREMISES:

1. To determine if the terms and conditions of the AGREEMENT are being complied with.

2. To observe transactions between CONCESSIONAIRE and patrons in order to evaluate the quality of services provided or quality and quantities of items sold or dispensed.

3. To ensure quality control and verify the validity of mandatory operating permits

E. **Control of Premises**

Subject to Section 5.T, RAP shall have absolute and full access to the PREMISES and all its appurtenances during the term of the AGREEMENT and may make such changes and alterations therein, and in the grounds surrounding same, as may be determined by RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE.

F. **Business Inclusion Program**

CONCESSIONAIRE agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise firms on a level so designated in its proposal, Schedule A (Exhibit K). CONCESSIONAIRE certifies that it has complied with Executive Directive No. 14 regarding the Outreach Program. CONCESSIONAIRE shall not change any of these designated sub consultants and subcontractors, nor shall CONCESSIONAIRE reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld or delayed.

During the term of the AGREEMENT, CONCESSIONAIRE must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B (Exhibit L) when submitting the Monthly Revenue Report. Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form, Schedule C (Exhibit M) and certified correct by CONCESSIONAIRE or its authorized representative. The completed Schedule C shall be furnished to RAP within fifteen (15) working days after completion of the AGREEMENT.

G. **First Source Hiring Ordinance**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the LAAC, as amended from time to time.

1. CONCESSIONAIRE shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONCESSIONAIRE estimates it will need to fill in order to perform the services under the AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.

2. CONCESSIONAIRE further pledges that it will, during the term of the AGREEMENT:

   a. At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department (EWDD), which will refer individuals for interview;

   b. Interview qualified individuals referred by EWDD; and;

   c. Prior to filling any employment opportunity, CONCESSIONAIRE shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONCESSIONAIRE interviewed and the reasons why referred individuals were not hired.

3. Any subcontract entered into by CONCESSIONAIRE relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

4. CONCESSIONAIRE shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the LAAC the DAA has determined that CONCESSIONAIRE intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under LAAC Section 10.39 et seq., and must be documented in each of CONCESSIONAIRE's subsequent Contractor Responsibility Questionnaires submitted under LAAC Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the LAAC, the Awarding Authority shall, under appropriate circumstances, terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the DAA determines that the subject CONCESSIONAIRE has violated provisions of the FSHO.

H. **CEC Form 50**

Certain contractors agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if those contractors qualify as a lobbying entity under Los Angeles Municipal Code 48.02. CEC Form 50 attached as Exhibit N. Responses submitted without a completed CEC Form 50, by proposers that qualify as a lobbying entity under Los Angeles Municipal Code 48.02 shall be deemed nonresponsive.

Bidder Contributions – City Charter Sections 470(c) (12)

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c) (12) and related ordinances. As a result, bidders may not make campaign

contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing One Hundred Thousand Dollars ($100,000.00) or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

I. **CEC Form 55**

CEC Form 55 requires bidders to identify their principals, their subcontractors performing One Hundred Thousand Dollars ($100,000.00) or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

SECTION 19. SURRENDER OF POSSESSION

CONCESSIONAIRE agrees to yield and deliver possession of the PREMISES to RAP on the date of the expiration or earlier termination of the AGREEMENT promptly, peaceably, quietly, and in as good order and condition as the same now are or may be hereafter improved by CONCESSIONAIRE or RAP, normal use and wear and tear thereof excepted.

No agreement of surrender or to accept a surrender shall be valid unless and until the same is in writing and signed by the duly authorized representatives of RAP and CONCESSIONAIRE. Neither the doing nor omission of any act or thing by any of the officers, agents or employees of RAP shall be deemed an acceptance of a surrender of the PREMISES utilized by CONCESSIONAIRE under the AGREEMENT.

Upon termination of this AGREEMENT other than by forfeiture, CONCESSIONAIRE shall quit and surrender possession of the PREMISES to RAP and shall, without cost to RAP, remove any and all personal property owned by Concessionaire and leave the Premises in good condition, ordinary wear and tear excepted. CONCESSIONAIRE will have seven (7) days to effect removal and restoration. CONCESSIONAIRE may at its option accept all or a portion of the works, structures, or other improvements on behalf of RAP in lieu of all or a portion of the removal or restoration required herein.

SECTION 20. CERTAIN TERMINATION PROVISIONS

A. The AGREEMENT may be terminated by CONCESSIONAIRE, via 30-day written notice, upon the happening of any of the following events:

1. The permanent abandonment by RAP or the CITY of the FACILITY or the permanent removal of all RAP services, or a material portion thereof which materially adversely affects CONCESSIONAIRE'S operations, from the FACILITY; or

2. The assumption by the United States Government or any authorized agency thereof, or the state of California or any authorized agency thereof, of the operation, control or use of the FACILITY or any substantial part thereof, in such manner as to materially restrict CONCESSIONAIRE from operating thereon.

B. In connection with the provisions set forth in Subparagraph 1 of Paragraph B (Termination for Breach of Contract) of PSC-9 of the Standard Provisions of City Contracts, CITY and CONCESSIONAIRE agree that CITY shall provide written notice of default and grant CONCESSIONAIRE a period of thirty (30) calendar days from receipt of such written notice of default to cure a breach of the AGREEMENT involving the non-payment of any monthly or percentage rental payment or any other fees, charges or payments required to be paid by the CONCESSIONAIRE under this AGREEMENT; provided, however, that CONCESSIONAIRE shall remain responsible for the payment of any late fees associated with any such breach in accordance with Section 8.F.

In connection with the provisions set forth in Paragraph A (Termination for Convenience) of PSC-9 of the Standard Provisions for City Contract (Rev.10/17)[v.3] attached hereto as Exhibit A, CITY and CONCESSIONAIRE agree that the "reasonable and allowable costs" payable to the CONCESSIONAIRE under such paragraph shall include the then undepreciated net Book Value (as calculated based on a 10 year straight-line depreciation) of all improvements completed as part of the Redevelopment Project, as of the date of termination. The term "Book Value" shall mean the following amounts described below:

1. An amount equal to the actual costs incurred by CONCESSIONAIRE (as evidenced by invoices and other supporting documentation as may be reasonably required by CITY) for the design, construction and completion of the Redevelopment Project improvements as set forth in Section 6, but in no event exceeding the costs set forth in Section 6.

SECTION 21. NOTICES

A. To RAP:
Unless otherwise stated in the AGREEMENT, written notices to RAP hereunder shall be addressed to:

Department of Recreation and Parks
Attention: Concession Unit
P.O. Box 86328
Los Angeles, CA 90086

All such notices may either be delivered personally or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt. Written notices may also be emailed to RAP Concessions Analyst.

RAP shall provide CONCESSIONAIRE with written notice of any address change within thirty (30) days of the occurrence of said change.

B. To CONCESSIONAIRE:
The execution of any notice to CONCESSIONAIRE by RAP shall be as effective for CONCESSIONAIRE as if it were executed by BOARD, or by Resolution or Order of said BOARD.

All such notices may either be delivered personally to CONCESSIONAIRE or to any officer or responsible employee of CONCESSIONAIRE or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or

certified mail, or transmitted via email by RAP. Service in such manner by registered or certified mail shall be effective upon receipt.

Written notices to CONCESSIONAIRE shall be addressed to CONCESSIONAIRE as follows:

The Tavern at Rancho Park, LLC
Nicholas Crews
1924 E. Maple Avenue, Suite B
El Segundo, CA 90245

ncrews@crews1972.com

CONCESSIONAIRE shall provide CITY with written notice of any address change within thirty (30) days of the occurrence of said address change.

SECTION 22. INCORPORATION OF DOCUMENTS

This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following Exhibits are to be attached to and made part of this AGREEMENT by reference:

A. Standard Provisions for City Contracts (Rev. 10/17 V.3)
B. Concession Premises Map
C. Proposal submitted by The Tavern at Rancho Park, LLC on 3/1/18 in response to RFP CON-G17-007
D. Good Food Purchasing Program (Rev. 9/17)
E. City-Owned Equipment List
F. Form General No. 87 "Non-Employee Accident or Illness Report"
G. New Equipment to be Purchased by Concessionaire
H. Monthly Revenue Report
I. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
J. Special Occurrence and Loss Report
K. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
L. Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile
M. Schedule C, Final Subcontracting Report
N. CEC Form 50, Bidder Certification

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments, 2) Exhibit A, 3) Exhibit B, 4) Exhibit C, 5) Exhibit D, 6) Exhibit E, 7) Exhibit F, 8) Exhibit G, 9) Exhibit H, 10) Exhibit I, 11) Exhibit J, 12) Exhibit K, 13) Exhibit L, 14) Exhibit M, and 15) Exhibit N.

(*Signature Page to Follow*)

IN WITNESS WHEREOF, THE CITY OF LOS ANGELES has caused this AGREEMENT to be executed on its behalf by its duly authorized General Manager of the Department of Recreation and Parks and CONCESSIONAIRE has executed the same as of the day and year herein below written.

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through the Department of Recreation and Parks

BY: _____ DATE: _____
MICHAEL A. SHULL
General Manager

THE TAVERN AT RANCHO PARK, LLC

BY: _____ DATE: _____

Title: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

BY: _____ DATE: _____

Deputy City Attorney

Business Tax Registration Certificate Number: _____

Internal Revenue Service Taxpayer Identification Number: _____

AGREEMENT Number: _____

ATTACHMENT 2

APPROVED
SEP 05 2018
BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT NO. 18-187

DATE: September 5, 2018 C.D. 5

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RANCHO PARK GOLF RESTAURANT CONCESSION – APPROVAL OF SELECTION OF THE TAVERN AT RANCHO PARK, LLC. AS THE HIGHEST RANKED AND BEST QUALIFIED PROPOSER (RFP: CON-G18-002)

A.P. Diaz	____	V. Israel	____
R. Barajas	____	S. Piña-Cortez	____
H. Fujita	____	*N. Williams	____

M. Alarcon
General Manager

Approved X Disapproved ____ Withdrawn ____

RECOMMENDATIONS:

1. Approve the selection of The Tavern at Rancho Park, LLC as the highest ranked and best qualified proposer from the Request for Proposal (RFP) process for the Rancho Park Golf Restaurant Concession in accordance with staff recommendations and details set forth in this Report; and

2. Authorize Department of Recreation and Parks (RAP) staff to negotiate the terms and conditions of a concession agreement with The Tavern at Rancho Park, LLC for the Rancho Park Golf Restaurant Concession for a period of ten years with one five-year extension option exercisable at RAP's General Manager's sole discretion, subject to review and approval by the Board of Recreation and Park Commissioners (Board), Mayor, and City Attorney as to form.

SUMMARY

The Rancho Park Golf Course Restaurant (Concession) is part of the 18-hole, par 71 championship course at Rancho Park Golf complex located in the Cheviot Hills community of Los Angeles at 10460 W. Pico Blvd., Los Angeles, CA 90064. The golf complex features golf cart rentals; a double-deck driving range; putting greens; a halfway house; and clubhouse where the restaurant and bar concession serves food and beverages, including alcohol.

The Concession is currently operated under the terms of an expired Interim Concession Agreement which began on February 1, 2010, between the City of Los Angeles and Rancho Golf Restaurant, Inc. (RGR).

In 2017, the Concession generated annual gross receipts of One Million, Forty-Two Thousand, Three Hundred Six Dollars ($1,042,306) which produced a four percent (4%) revenue share to RAP of Forty-One Thousand, Seven Hundred Ten Dollars ($41,710).

OVERVIEW OF RFP PROCESS

On March 16, 2018, RAP released a Request for Proposal (RFP) for the redevelopment, operation, and maintenance of Rancho Park Golf Course restaurant concession. Advertisement of the opportunity was conducted on websites at Food-Management.com (FM) and Nation's Restaurant News (NRN.com); email to recipients of FM, NRN, and Restaurant Hospitality; on Los Angeles Business Journal, on RAP's website, on the Los Angeles Business Assistance Virtual Network (LABAVN), and by correspondence to interested parties from a list maintained by RAP.

On April 11, 2018, RAP received two proposals from RGR and The Tavern at Rancho Park, LLC (TRP). RAP reviewed each proposer's background and experience, financial capacity; and compliance with City contracting procedures to ensure conformance with the RFP's Level I requirements. Each of the responses passed the Level I review and advanced to Level II.

A three-member evaluation panel (Panel) consisting of staff with golf course and concessions experience conducted the Level II review, which entailed a comprehensive assessment of each firm's written proposal and in-person interviews. At the conclusion of the interviews, the Panel deliberated, ranked, and scored proposers in conformance with the Level II scoring criteria. The maximum number of points possible was one hundred, distributed across the following five categories: Capital Investment, Business Plan, Compensation Plan, Experience & References, and Management & Operations. Scores for each proposer per category are detailed in Attachment A.

The panel unanimously scored TRP as the highest ranked and best qualified proposer, with an average score of 93.33. RGR scored 84.67 points.

DISCUSSION

The RFP's primary objectives were to solicit qualified concessionaires who would provide:

- Food and beverage service at Rancho Park Golf Course 365 days a year
- A vibrant, relaxed dining experience for golf course patrons and the general public
- High quality food served with minimum wait times at affordable prices
- Five star customer service
- A fair and respectful employment environment
- Improvements and equipment required to operate the concessions

A detailed breakdown of each category is described below:

Capital Investment (Maximum 25 points)

The RFP required restoration, upgrades, and enhancement to RAP's aging golf eatery infrastructure at Rancho Park Golf Course. Proposers were instructed to submit a description of planned improvements, estimated costs, financial plan, and indicate the source of funding. A phasing plan and plan for service while improvements are underway were required. The

restaurant concession requires a full service kitchen serving freshly prepared foods and bar serving alcohol, non-alcoholic beverages, and snacks. Wi-Fi connectivity meeting RAP's high standards is also required for patron access and use.

TRP proposed the highest Capital Investment. Their capital improvement highlights include remodel of the restaurant and bar lounge with removal of the dividing wall to create a larger uniform space; patio additions; remodel of the clubhouse entryway, restrooms (to ADA specification) and lounge; and remodel of the halfway house. Their investment for Furniture, Fixtures, and Equipment (FF&E) include new furniture and commercial kitchen equipment, and customization/placement of a food service Airstream trailer. The improvements and FF&E are planned for completion within the first year with an estimated construction duration of six months. TFP also proposed to design and build a first-class banquet hall in the space which currently houses the former golf pro shop and locker rooms which are underutilized by today's golfers. The addition of a banquet hall was not a requirement of the RFP and TRP proposed to build it out subject to a successful launch of the restaurant and bar.

	Tavern at Rancho Park (TRP)	Rancho Golf Restaurant (RGR)
Capital Investment for Leasehold Improvements	$1,961,874 (A)	$1,310,000 (B)
Cap. Investment for Furniture, Fixtures, Equipment	$559,956	$452,569
Architectural, Engineering, In-House Fees	$261,326	$70,000
Subtotal – Capital Investment Commitment	**$2,783,156**	**$1,832,569**
Mid-Term Refurbishment	Ongoing refurbishment included in Cap. Inv. for Leasehold Improvements	$477,000
Future Banquet Hall Development (C)	$1,502,028	Banquet Hall Dev. Included in Cap. Inv. for Leasehold Improvements
Total	**$4,285,184**	**$2,309,569**

(A) Includes maintenance/refurbishment
(B) Includes Banquet Hall Development
(C) If determined viable by TRP

The design aesthetics of TRP's capital investment (Attachment B) was preferred over RGR's and TRP will also paint and refresh the exterior of the Clubhouse. TRP's construction timeline is also shorter to minimize disruption of Rancho Park Golf operations.

Business Plan (Maximum 20 points)

A Proposer's Business Plan was required to describe how they will meet the objectives of the RFP including menu concepts reflecting the cultural diversity of golf clientele and surrounding communities, compliance with the Los Angeles Food Policy Council's Good Food Purchasing Guidelines, menu pricing, hours of operation, sales and marketing plans, community outreach, and possible partnerships. Proposers were encouraged to propose additional amenities and were required to submit a Pro Forma financial statement.

TRP will feature two of LA's rising star chefs, husband and wife team Christian Page and Elia

Aboumrad to elevate the menu and feature upscale dinner service to bring incremental revenue from non-golfers. TRP proposed to create a cocktail lounge and a glass-wall micro-brewery offering six unique styles of beer at Rancho Park. RAP staff believes this offering will also add revenue from an untapped market as craft brews are very popular with millennials who often share the experience via social media which translates to free marketing. TRP will focus additional service to golfers with the provision of a mobile golf cart for sandwiches, snacks and drinks on the golf course. TRP will also install a custom Airstream food truck, complete with grill, at the Driving Range to serve driving range patrons. RGR would also have placed a mobile golf cart into service on the greens, and later in the day the cart would be parked at the driving range as the solution to service driving range patrons. However, TRP's Airstream food truck will be permanent at the driving range, is a visual draw, can provide more choices with its grill, and will act as support service during remodeling of the restaurant and kitchen. TRP will also service driving range patrons by installing technology devices at multiple stalls of the driving range that maximize efficiencies and drive profitability. RGR did not propose to install technology-based ordering at the driving range. With TRP, patrons can easily view menus, select food and beverage, at or near their stall, for delivery. The service from TRP is expected to help RAP generate additional driving range revenue because of the enhanced food and drink service, which also enhances the golfer experience through convenience. The restaurant by TRP will generate evening dining revenue because of the upscale cuisine and draw from the celebrity chefs who already have a following. The menus for the restaurant and banquet service ("Tavern at Rancho Park") and halfway house ("Fairways Halfway Café") are provided and feature unique offerings (Attachment C).

Compensation (Maximum 20 points)
Under the RFP, the fee to operate the concession is the greater of a Minimum Annual Guarantee (MAG) or a percentage of gross receipts as proposed in the categories of food and non-alcoholic beverages, and separate percentage for alcohol. The minimum acceptable MAG set by RAP for this concession is $100,000. RAP also set the minimum acceptable MAG for years two through ten as the greater of 103% over the previous year's MAG, or 90% of the actual paid rent for the previous contract year.

RGR proposed a higher Year 1 Minimum Annual Guarantee (MAG) over TRP. RGR also proposed higher revenue share percentages in all categories:

	Rancho Golf Restaurant (RGR)	Tavern at Rancho Park (TRP)
Minimum Annual Guarantee	$108,000	$100,000
Food & Non-Alcoholic Beverages	10%	6%
Alcoholic Beverages	12.5%	6%
Special Events	10%	6%
Vending Machine	10%	6%

Monthly Revenue Share to RAP will be based on the MAG, or the percentages on gross receipts, whichever is greater. RGR outscored TRP in Compensation, worth 20 percent of the combined categories for evaluation. However, RAP staff believes the difference will be made up in greater revenue produced by TRP due to superior amenities, food and beverage offerings,

and business plan.

Experience & References (Maximum 15 points)

The RFP required proposers have at least three years of experience in the last five years actively operating and managing a similar business generating annual sales of at least $1,000,000. On-site managers are required to have ten years' experience in food and beverage management.

TRP scored higher than RGR in this category. TRP is comprised of multiple team members and investors with positive experience in multiple restaurants and airport eateries. Both Proposers' references were contacted and their respective reviews were favorable. However, more weight was given to TRP for the caliber of its references. Strong support of TRP was provided from the Washington DC Airports and Los Angeles International Airport managers. RGR has three eateries at the Los Angeles Mall, but it did not include the contract administrator of these eateries, General Services Department, as a contact for reference check. RAP has had operational challenges with RGR in past years.

Management & Operations (Maximum 20 points)

Proposers were instructed to provide information relating to their management structure and operations plan toward a high quality concession. This included organizational structure, staffing plan, customer service plan, employee training, and facility maintenance plan.

TRP scored higher than RGR in this category. RAP staff found that TRP's corporate team is comprised of several professionals who have impressive resumes and key roles to ensure successful food and beverage service at Rancho Park Golf. In addition to a strong executive team with decades of experience, the team includes a Chief Designer, Small Business Enterprise Managing Partner, VP of Construction, VP of Human Resources, VP of Finance, and VP of Development. TRP will have additional key team members onsite in the roles of General Manager, Restaurant Manager, Restaurant Assistant Manager/Supervisor, Executive Sous Chef, and Human Resources Manager. TRP will partner with Cedd Moses who is the founder of several popular cocktail lounges in Downtown L.A. for aid in liquor service concepts and success. TRP expressed its commitment to cleaning and maintaining the interior of the restaurant facility as well as the entrance into the facility including the immediate exterior of building and internal public restrooms.

CONCLUSION

RAP staff and the Panel found that TRP proposed more extensive Capital Investment, a large professional team, preferred concepts for operations, and presented the most qualified proposal. In addition, TRP has many successful food service businesses. Therefore, RAP staff recommends that the Board authorize approve the selection of TRP as the highest ranked and best qualified proposer from the RFP process and authorize RAP staff to negotiate the terms and conditions of a concession agreement with TRP.

ENVIRONMENTAL IMPACT STATEMENT

Staff will include an environmental review and CEQA determination as part of the Board's consideration of an approval of the terms and conditions of a concession agreement with TRP.

FISCAL IMPACT STATEMENT

There is no fiscal impact to RAP's General Fund which will result from this Board action.

This Report was prepared by Stanley Woo, Management Analyst II, Finance Branch, Concessions Unit.

LIST OF ATTACHMENTS:

A) Proposal Score Results
B) Renderings of Proposed Improvements
C) Menus for The Tavern at Rancho Park including Fairways Halfway House, Micro-Brew

ATTACHMENT A

Golf Food and Beverage RFP
Proposals/Interviews for Rancho Park Golf Restaurant
May 24, 2018
Score Results

		Tavern at Rancho Park, LLC		**Rancho Golf Restaurant, Inc.**	
		Points Rec'd		Points Rec'd	
1. Capital Investment	Panelist 1	23	Panelist 1	20	
(25 points possible)	Panelist 2	23	Panelist 2	21	
	Panelist 3	22	Panelist 3	19	
Avg. Points Rec'd and Subtotal:		**22.67**	**68**	**20.00**	**60**
2. Business Plan	Panelist 1	20	Panelist 1	16	
(20 points possible)	Panelist 2	20	Panelist 2	19	
	Panelist 3	19	Panelist 3	14	
Avg. Points Rec'd and Subtotal:		**19.67**	**59**	**16.33**	**49**
3. Compensation Plan	Panelist 1	17	Panelist 1	19	
(20 points possible)	Panelist 2	17	Panelist 2	20	
	Panelist 3	17	Panelist 3	20	
Avg. Points Rec'd and Subtotal:		**17.00**	**51**	**19.67**	**59**
4. Experience & References	Panelist 1	15	Panelist 1	12	
(15 points possible)	Panelist 2	15	Panelist 2	13	
	Panelist 3	14	Panelist 3	11	
Avg. Points Rec'd and Subtotal:		**14.67**	**44**	**12.00**	**36**
5. Management & Operations	Panelist 1	20	Panelist 1	17	
(20 points possible)	Panelist 2	19	Panelist 2	19	
	Panelist 3	19	Panelist 3	14	
Avg. Points Rec'd and Subtotal:		**19.33**	**58**	**16.67**	**50**
Total Points			**280**		**254**
Average Score			**93.33**		**84.67**
Rank			**1**		**2**
Total Points from each Panelist	Panelist 1	95	Panelist 1	84	
	Panelist 2	94	Panelist 2	92	
	Panelist 3	91	Panelist 3	78	
Average			**93.33**		**84.67**

ATTACHMENT B
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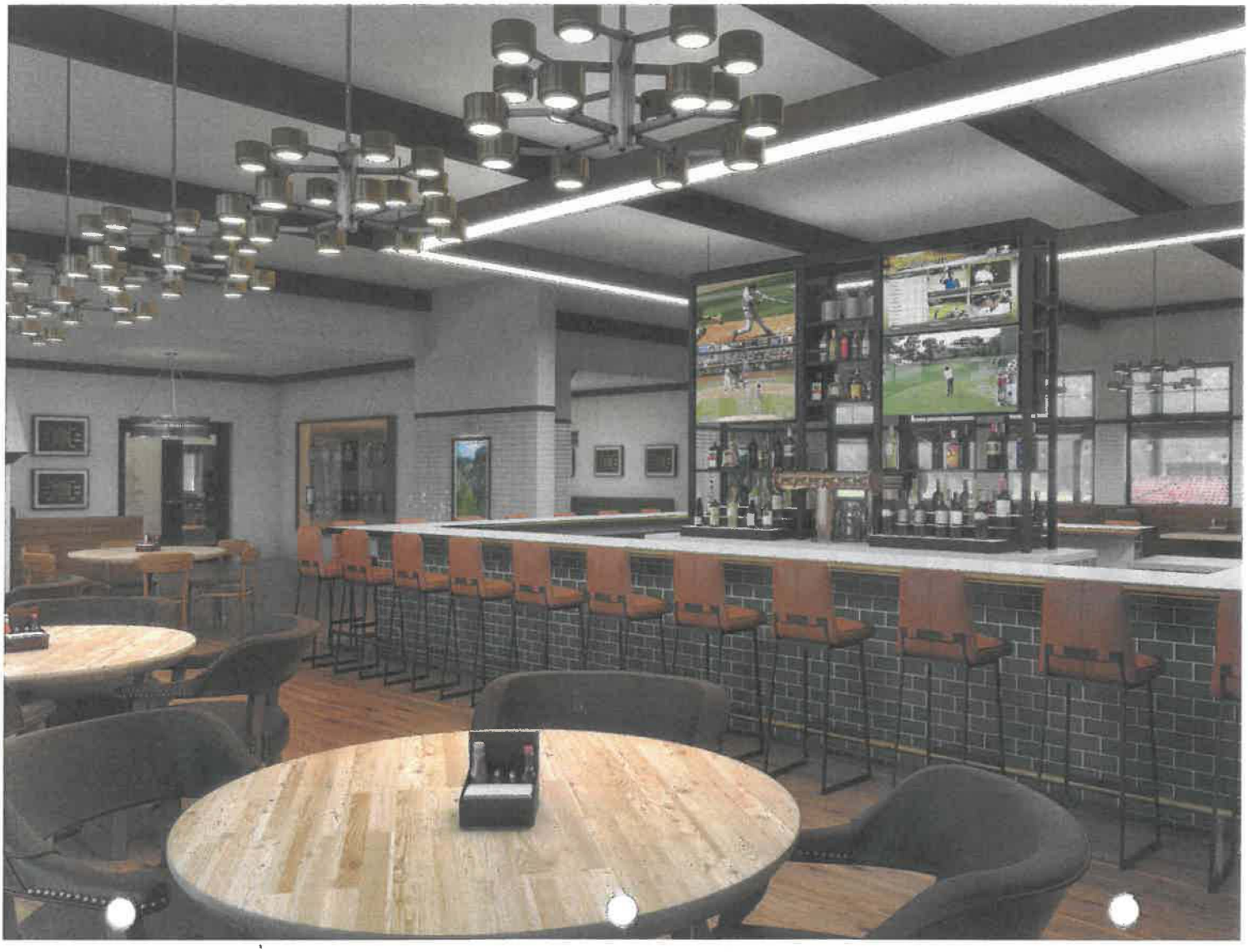
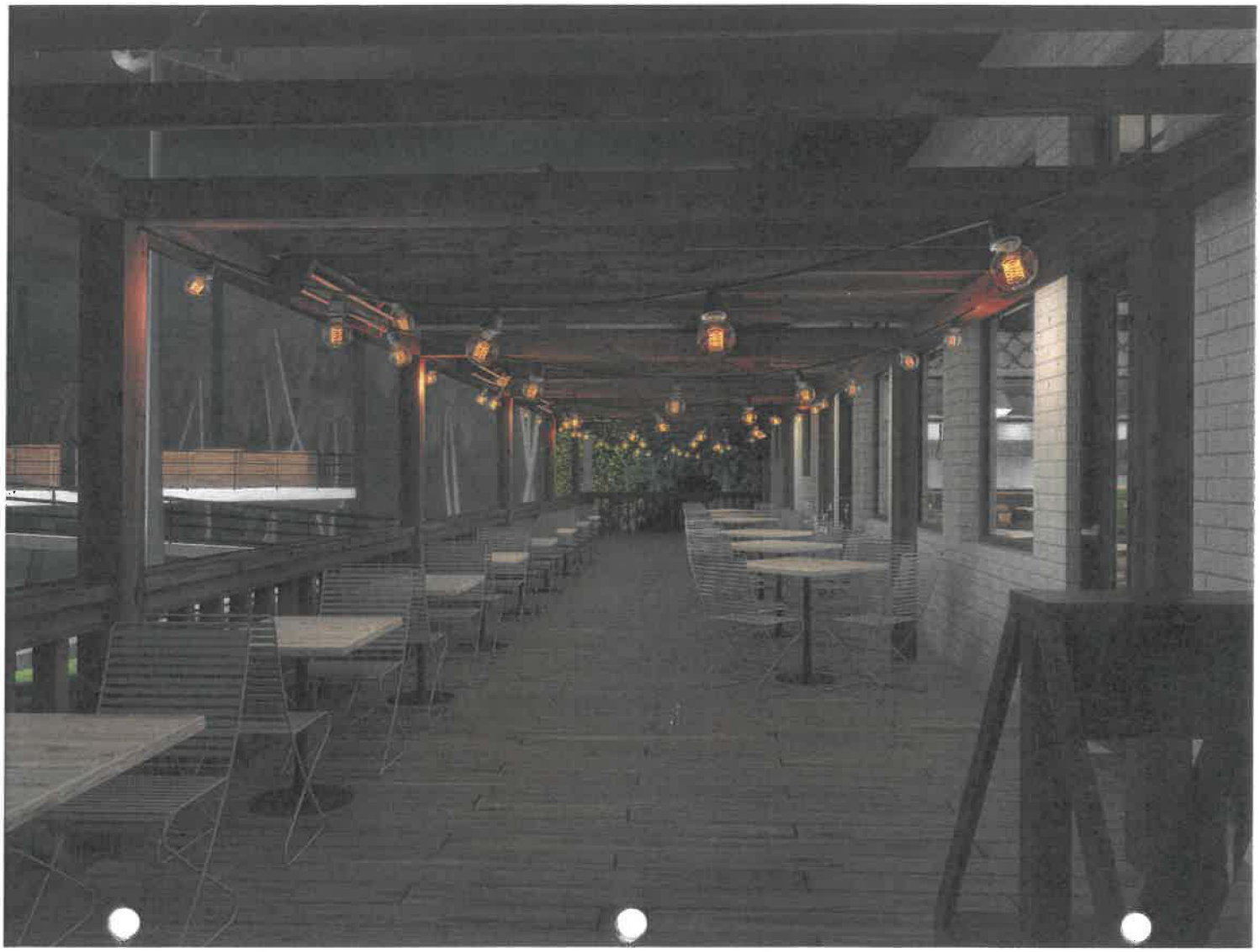
ATTACHMENT B
(3 OF 10)

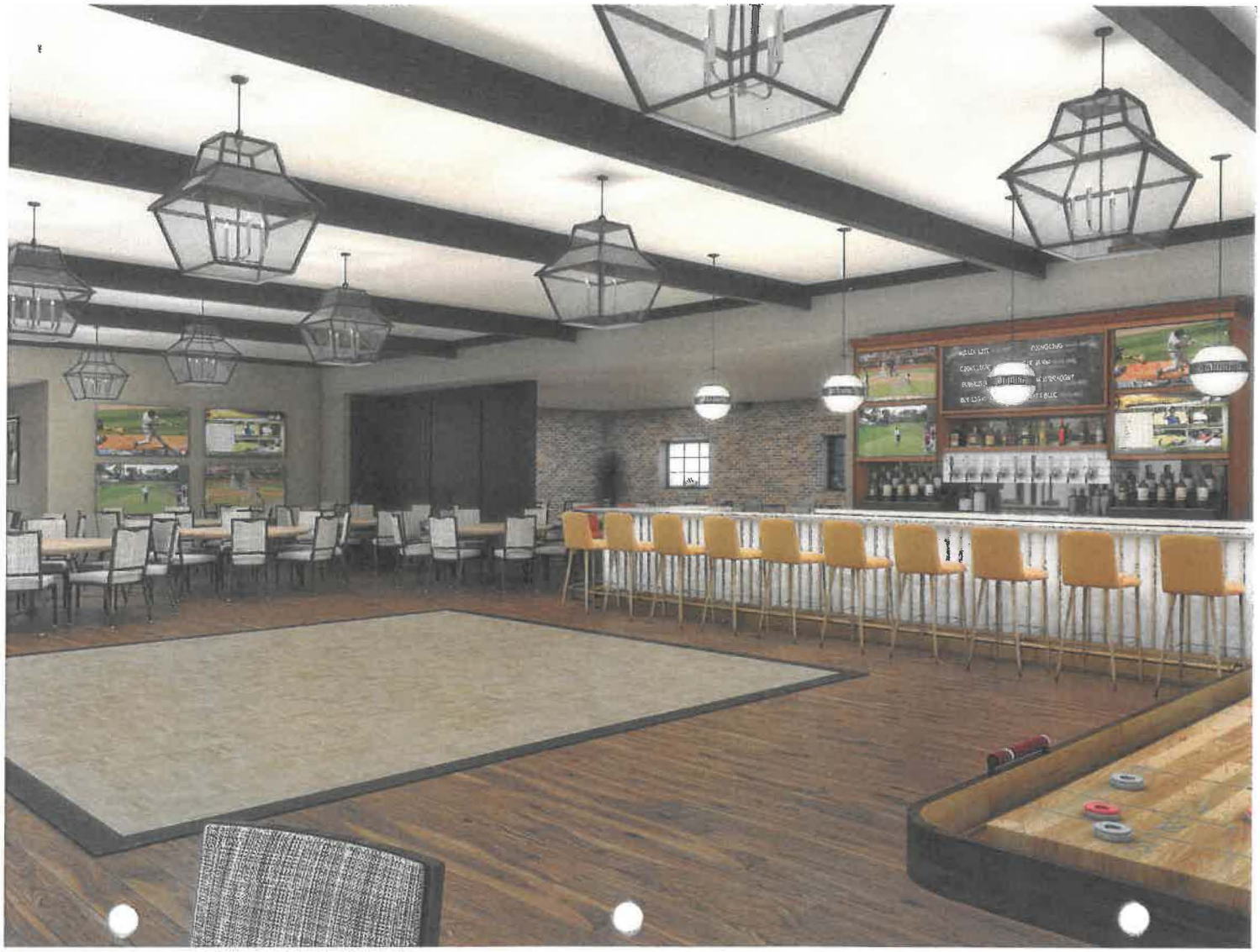
ATTACHMENT B
(4 OF 10)





ATTACHMENT B
(6 OF 10)

ATTACHMENT B
(7 OF 10)



ATTACHMENT C

TAVERN
AT RANCHO PARK

BREAKFAST

All egg dishes served with a side of Crispy Smashed Fingerling Potato and Toast or Croissant

CALIFORNIA OMELET *14*
3 Fluffy Chino Farms eggs, Avocado, Charred Corn, Cilantro Crema, Queso Fresco

CLASSIC FRENCH OMELET *12*
3 Fluffy Chino Farms eggs, Comte, Chives

BESPOKE EGGS 15
Chino Farms Eggs any style, choice of meat

CORNED BEEF HASH & EGGS 16
House Made Corned Beef Hash, Chino Farms Eggs, House Hot Sauce

STEAK & EGGS 24
10 oz Hanger steak, Chino Farms eggs, Avocado Lime Cream

BRIOCHE BREAKFAST SANDWICH 11
Soft Scrambled Chino Farms Eggs, Cheddar, chives, caramelized onion, sriracha mayo

BREAKFAST BURRITO 12
Chino Farms Eggs, Roasted Potatoes, Cheddar, Beeler's Bacon

CHILAQUILES VERDES 12
Crispy Tortilla chips, Scrambled Chino Farms Eggs, Monterey Jack, Salsa Verde, Sour Cream, Queso Fresco

FRENCH TOAST BRULEE 12
Thick cut Brioche with Crispy Bruleed Crust, with Seasonal Preserves, Kumquat Butter, Maple syrup

BUTTERMILK PANCAKES 11
Massive stack served with Whipped Butter and Maple Syrup
*add Bananas Foster topping or Blueberry Compote for $3

THE CONTINENTAL 12
Greek Yogurt, Granola, Seasonal Preserves, honey, seasonal fruit & berries, local pastries

OVERNIGHT OATS 10
Almond Milk, Gluten Free Steel Cut Oats, Maple Syrup, Dried Wild Blueberries

SIDES

BEELER'S APPLEWOOD SMOKED BACON 5
BEELER'S BREAKFAST SAUSAGE 5
CRISPY SMASHED POTATOES 4
WHITE CHEDDAR GRITS 4
GREEK YOGURT 4
TOAST Sourdough, Whole Grain, Brioche 2
CROISSANT 2
FRUIT SALAD 4
SCRAMBLED EGGS 5
AVOCADO 3
BAGEL w/ Cream cheese 3
HOUSEMADE BISCUITS 3

LUNCH

APPETIZERS

BUFFALO WINGS 6 wings/8 12 wings/14
Sriracha Butter and Garlic Sauce, Blue Cheese Dressing, Carrots, Celery

CRISPY CALAMARI 14
Marinara, Remoulade, Fresh Lemon

TRIO OF SLIDERS 12
Grassfed Beef, Gruyere, Caramelized Onion, Thousand Island

STREET TACOS 3 tacos/12
Corn Tortillas, Carne Asada, Onion, Cilantro, Guajillo Salsa

FRITO CHILI PIE 8
Fritos, Housemade Chili, Cheddar, Red Onion

IRISH NACHOS 10
Waffle Fries, Melted Monterey Jack, Brisket Gravy, Sour Cream

BEER BATTERED ONION RINGS 7
Garlic Buttermilk Dressing

SALADS

CHOPPED COBB SALAD half/13 full/16
Mary's Chicken Breast, Beeler's Bacon, Avocado, Tomato, Blue Cheese, Hard Boiled Egg, choice of dressing

CHINESE CHICKEN SALAD half/13 full/16
Poached Mary's Chicken Breast, Shredded Iceberg, Napa Cabbage, Carrot, Scallion, Cilantro, Toasted Sesame, Crispy Wontons, Sesame Soy Vinaigrette

CLASSIC CAESAR half/ full/11
Chopped Romaine, Parmigiano Reggiano, Herbed Croutons, Caesar Dressing

MEXICALI SALAD half/10 full/13
Chopped Romaine & Iceberg, Charred Corn, Avocado, Pico de Gallo, Black Beans, Queso Fresco, Queso Oaxaqueno, Cilantro Lime Dressing

TUSCAN GIARDINIERE SALAD half/10 full/13
Tuscan Kale, Fresh Mozzarella, Heirloom Tomatoes, Roasted Peppers, Castelvetrano Olives, Creamy Lemon Parmesan Dressing

WILD ARUGULA SALAD half/10 full/13
Wild Rocket Arugula, Extra Virgin Olive Oil, Fresh Lemon, Parmigiano Reggiano, Cracked Black Pepper

*add chicken to any salad for an additional $6

**Initial proposed menu and pricing is subject to minor modifications prior to opening based on inflation and commodity pricing*

LUNCH CONTINUED

SANDWICHES

BRISKET DIP 14
Slow Braised Brisket, Provolone, French Baguette, Pan Jus

CALIFORNIA CLUB SANDWICH 13
Smoked Turkey, Beeler's Bacon, Gruyere, Lettuce, Tomato, Avocado, Aioli, Toasted Sourdough

DELUXE GRILLED CHEESE 10
Gruyere, Cheddar, Provolone, Caramelized Onion, Dijon

PATTY MELT 14
Classic Cassell's patty grilled on Rye bread with caramelized onions and gruyere

CLASSIC CHEESEBURGER 14
3 cuts of beef ground in house and grilled with choice of cheese, Lettuce, Tomato, Onion, Pickle, Thousand Island

HOUSEMADE VEGGIE BURGER 13
Vegan Patty made with mushrooms, grains, and umami flavors, Lettuce, Tomato, Onion, Pickle, Vegan Mustardy Mayo

DOWNTOWN DOG 10
All Beef Hot Dog wrapped in Beeler's Bacon, with Grilled Onions & Peppers, Mustard, Mayo, & Ketchup

BBQ BRISKET 13
Sliced Brisket, Housemade BBQ Sauce, Bread and Butter Pickles

CRISPY CHICKEN SANDWICH 12
Buttermilk Fried Chicken, Bread and Butter Pickles, Poppyseed Coleslaw, Spicy Mayo

CRISPY FISH POBOY 12
Tempura Battered Whitefish Fillets, Shredded Lettuce, Tomato, Remoulade, Leidenheimer Bread

CUBANO 13
Roast Pork, Ham, Gruyere, Yellow Mustard, Pickles, Cuban Bread

CAPRESE SUB 11
Fresh Mozzarella, Tomato, Basil, EVOO, Balsamic Reduction

TUNA SANDWICH OR MELT 13
Solid White Albacore, Mayo, Red Onion, Pickles, Iceberg Lettuce, Tomato, Rye or Sourdough

GRILLED VEGETABLE PANINI 11
Grilled Market Vegetables, Harissa Spread, Fried Shallots, Fontina

SPECIALTIES

FISH TACOS 3/ea
Crispy Fried White Fish, Shredded Cabbage, Tomato, Pickled Onion, Avocado Cilantro Crema

STREET TACOS 3/ea
Carne Asada, Onion, Cilantro, Guajillo Salsa

HERB GRILLED CHICKEN 12
Red Quinoa, Grilled Vegetables, Sauvignon Blanc Dijon Sauce

PETIT STEAK 24
8 oz New York Steak, Kennebec Fries, Red Onion Marmalade

SIDES

Kennebec Fries w/ Organic Ketchup	3
Sweet Potato Waffle Fries w/ House Ranch	4
Beer Battered Onion Rings w/ Black Strap BBQ	4
Side Salad	3
Fruit Plate	bowl 4/plate 7
Grilled Vegetables	7
Cole Slaw w/ Poppyseed Dressing	3

DINNER

APPETIZERS

BUFFALO WINGS 6 wings/8 12 wings/14
Sriracha Butter and Garlic Sauce, Blue Cheese Dressing, Carrots, Celery

CRISPY CALAMARI 14
Marinara, Remoulade, Fresh Lemon

TRIO OF SLIDERS 12
Grassfed Beef, Gruyere, Caramelized Onion, Thousand Island

STREET TACOS 3 tacos/12
Corn Tortillas, Carne Asada, Onion, Cilantro, Guajillo Salsa

FRITO CHILI PIE 8
Fritos, Housemade Chili, Cheddar, Red Onion

IRISH NACHOS 10
Waffle Fries, Melted Monterey Jack, Brisket Gravy, Sour Cream, Scallions

BEER BATTERED ONION RINGS 7
Garlic Buttermilk Dressing

GRILLED SHRIMP COCKTAIL 15
Charred Tomato Puree, Horseradish, Lemon, Worcestershire

BLUE CRAB CAKE 16
Arugula Salad, Lemon Tarragon Aioli

BURRATA W/ PESTO AND HEIRLOOM TOMATOES 11
Lemon Pesto, Heirloom Tomatoes, Micro Basil, Crostini

BLUE CORN CHIPS W/ MANGO CHIPOTLE SALSA 7

CRAB ARTICHOKE MORNAY GRATIN 14
Dungeness Crab, Artichoke Hearts, Bechamel, Gruyere, Crostinis

SALADS

CLASSIC CAESAR 11
Chopped Romaine, Parmigiano Reggiano, Herbed Croutons, Caesar Dressing

ROASTED BEET AND GOAT CHEESE 13
Wild Arugula, Candied Walnuts, Tangerine Vinaigrette

FARMER'S MARKET SALAD 11
Mixed Greens, Rainbow Carrot, Grape Tomato, Broccolini, Housemade Ranch

ICEBERG WEDGE 12
Red Onion, Bacon, Grape Tomato, Chives, Housemade Blue Cheese Dressing

BURRATA CAPRESE 13
Whole Milk Burrata, Heirloom Tomatoes, Basil, EVOO, Balsamic Reduction, Toasted Pine Nuts

ENTRÉES

TAGLIATELLE BOLOGNESE 15
Pork, Veal, Beef, Tomato, Cream, Parmigiano Reggiano

PAPPARDELLE WITH MUSHROOM RAGU 14
Light Creamy Sauce with Crimini & Porcini Mushrooms, Fresh Thyme, Parmigiano Reggiano

ROTISSERIE CHICKEN 15
Rice Pilaf, Pickled Beet Salad, Garlic Sauce

MISO GLAZED SALMON 18
Sauteed Kale, Shiitake Farro Risotto, Garlic Ponzu

BEELER'S TOMAHAWK PORKCHOP 17
Roasted Root Vegetables, Apple Celeriac Puree, Pan Jus

FLANNERY BEEF PRIME FILET 30
10 oz Filet Mignon, Potato Leek Hash, Swiss Chard, Bearnaise

GRASSFED SPENCER STEAK 39
16 oz Ribeye, Potato Puree, Roasted Brussels Sprouts, Peppercorn Cognac Sauce

POT ROAST AU JUS 17
Slow Braised Chuck Roast, Whipped Potatoes, Braised Winter Greens

SOUTHERN BUTTERMILK FRIED CHICKEN 15
3 Piece Crispy Fried Mary's Chicken, Whipped Potatoes, Succotash, Pan Gravy

DESSERT

DARK CHOCOLATE CAKE 7
Banana Caramel Filling, Ganache, Cocoa Nibs

WEDDING CAKE 6
Fluffy Vanilla Cake layered with fresh berries and Whipped Cream

MASCARPONE CHEESECAKE 6
Lavender Honey, Blueberry Rum Compote

BANANA CREAM PIE 6
All Butter Pie Crust, Banana Custard, Fresh Bananas, Whipped Cream, Shortbread Crumble

GRANNY'S APPLE PIE 6
All Butter Pie Crust, Cinnamon Spiced Granny Smith Apples, Lattice Crust
*add Vanilla Bean Ice Cream for $2

CHURRO ICE CREAM SANDWICH 5
Vanilla Bean Ice Cream Sandwiched Between Fried Crispy Dough, Dusted with Cinnamon Sugar

TOASTED ALMOND BERRY TRIFLE 6
Mascarpone Cream Layered with Fresh Seasonal Berries, Cake Crumbles, Toasted Almonds

KID'S MENU

Oven Fried Mary's Chicken Tenders, Broccoli, Housemade Ranch 11
Grilled Chicken Quesadilla, Salsa Fresca, Baby Carrots 10
Housemade Mac N Cheese, Broccoli 8
*add Grassfed Beef Italian Sausage $4
Grilled Hot Dog, Veggie Tots, Apple Wedges 9
Grassfed Beef Sliders, Cheddar Cheese, Sweet Potato Wedges 11
Spaghetti and Turkey Meatballs, Organic Tomato Sauce, Parmesan 11
Buttered Egg Noodles 5
Fruit Bowl 5

Hors D'oeurves

COLD HORS D'OEUVRES
(PER DOZEN)

Deviled eggs, cornichon, espelette $36
Cheese plate, nuts, assorted nuts, assorted jams & Crackers $108
Eggplant rollatini, piquillo peppers, salsa verde $60
Bruschetta, burrata, tomatoes, basil, olives $60
Confit fingerling potato, crème fraiche, trout roe, frisse, red onion $72
Puff pastry, onion-citrus marmalade, goat cheese, porcini oil $60
Serrano ham, ripe melon, basil salt $72
Spring roll, market vegetables, young ginger, mustard-shoyu sauce $36
Gravlax, pumpernickel toast, chive cream cheese $72
Lobster salad, in soft Hawaiian bun sambal mayo $72

HOT HORS D'OEUVRES
(PER DOZEN)

Pork belly bites, honey, hot sauce, sesame seeds, scallions $72
Arancini, fried risotto, black truffles, fontina cheese $60
Sonoma lamb meatballs, yogurt sauce, eggplant, mint $72
Grilled cheese sandwich, cultured butter, aged cheddar, griddled ham, pickles $72
Corn-pup lollipops, smoked sausage, Anson Mills corn meal, yellow mustard $48
Falafel, flatbread, cucumbers, yogurt, tahini, hot sauce $60
Crispy veggies, cauliflower, romesco, zucchini & squash skewers, pesto $60
Braised lamb, tzatziki, feta, olive tapenade $72
Cassell's slider, cheddar, iceberg, pickle, thousand island $72
Mini meatball parmesan, house-ground meatballs, marinara, mozzarella $72
Tomato soup shots $24

Lunch or Dinner Buffet

LUNCH OR DINNER BUFFET
All meals include choice of 1 Salad 2 entrees and 3 sides
Served with Roll and Butter
Iced Tea Service

SALAD
Choice of: Mixed green with goat cheese and balsamic dressing or Classic Caesar Salad

MAIN
Boneless Skinless Chicken
Roasted Chicken
Choose from Marsala Sauce, Parmesan, Picatta, Garlic Rosemary
Chicken Florentine
Stuffed Chicken Parmesan

BEEF
Tender Roast Beef
Flat Iron Steak
Prime Rib

FISH
Herb Roasted Salmon
Baby Bay Shrimp, Clams, Pollack Fish and Crab
in a Garlic Butter and White Wine Sauce
Mahi Mahi
Served with Cole Slaw and Tartar Sauce

SIDES
Potato Puree with choice of horeradish or garlic sause
Roated Asparagus
Sauteed Broccoli or Spinach
Grilled Veggies
Risotto
Rice Pilaf or Saffron Rice

DESSERTS
Chef's choice

$69/person

Sophistication

APPETIZER

Vegetable Tart
Goat cheese mousse, asparagus, roasted beets, confit tomatoes, cherry tomatoes, roasted zucchini topped with fines herbes and a honey balsamic vinaigrette

ENTRÉE

Red Snapper
Roasted and served with capers, Kalamata olives, lemon sofrito and confit tomatoes finished with snapper au jus

-or-

Pork Chop
Roasted and caramelized accompanied with a truffled potato galette and pork honey au jus

DESSERT

Chocolate Pot de Crème
with a citrus gelée and fresh citrus wedges

Wedding Cake

Reception

Specialty Stations
A labor fee of $150+ will apply for service under 25 guests

TACO BAR | $22

Traditional mini soft corn tacos with choice of carne Asada or Chicken
Served with chopped cilantro and onions, red and green salsa
Add Shrimp | +$9

FAJITAS | $22

Chicken and Beef fajitas sautéed with onions peppers
Served with warm mini flour tortillas, fresh salsa, sour cream, and guacamole
Add shrimp | +$9

MINI DESSERT STATION | $12

Assorted miniature pastries and petit fours including:
Crème puffs, éclairs, cannoli, mousse cups, fruit tarts, cheesecake, milk and cookies

FAREWAYS

GRAB & GOLF STAND

BREAKFAST BURRITO *8*
BREAKFAST SANDWICH *8*
HAM & CHEESE CROISSANT *7*
GREEK YOGURT *4*
OVERNIGHT OATS *7*
SEASONAL SMOOTHIES
COLD PRESS JUICE
COFFEE
ESPRESSO

TUNA SALAD SANDWICH *11*
TURKEY & PROVOLONE PESTO SANDWICH *9*
HAM & GRUYERE W/ DIJON SANDWICH *9*
BBQ BRISKET SANDWICH *11*
CARNE ASADA BURRITO *9*
FRITO CHILI PIE *8*
BACON WRAPPED HOT DOG *5*
HALF SMOKE *5*

HALFWAY CAFÉ

BUFFALO WINGS 6 wings/*8* 12 wings/*14*
Sriracha Butter and Garlic Sauce, Blue Cheese Dressing, Carrots, Celery

TRIO OF SLIDERS *12*
Grassfed Beef, Gruyere, Caramelized Onion, Thousand Island

STREET TACOS 3 tacos/*12*
Corn Tortillas, Carne Asada, Onion, Cilantro, Guajillo Salsa

CHILI BOWL *9*
House Ground Chuck, Pinto Beans,Peppers, Onions, Parsley, Cumin

CHIPOTLE CHICKEN QUESADILLA *11*
Grilled Mary's Chicken Breast, Monterey Jack, Chipotle Salsa, Sour Cream

FRITO CHILI PIE *8*
Fritos, Housemade Chili, Cheddar, Red Onion

BACON WRAPPED HOT DOG *8*
Grilled Onions & Peppers, Mustard, Mayo, Ketchup

HALF SMOKE *8*
Smoked Sausage, Housemade chili, Cheddar, Onions

SEASONAL SMOOTHIES, COLD PRESS JUICE, COFFEE, ESPRESSO

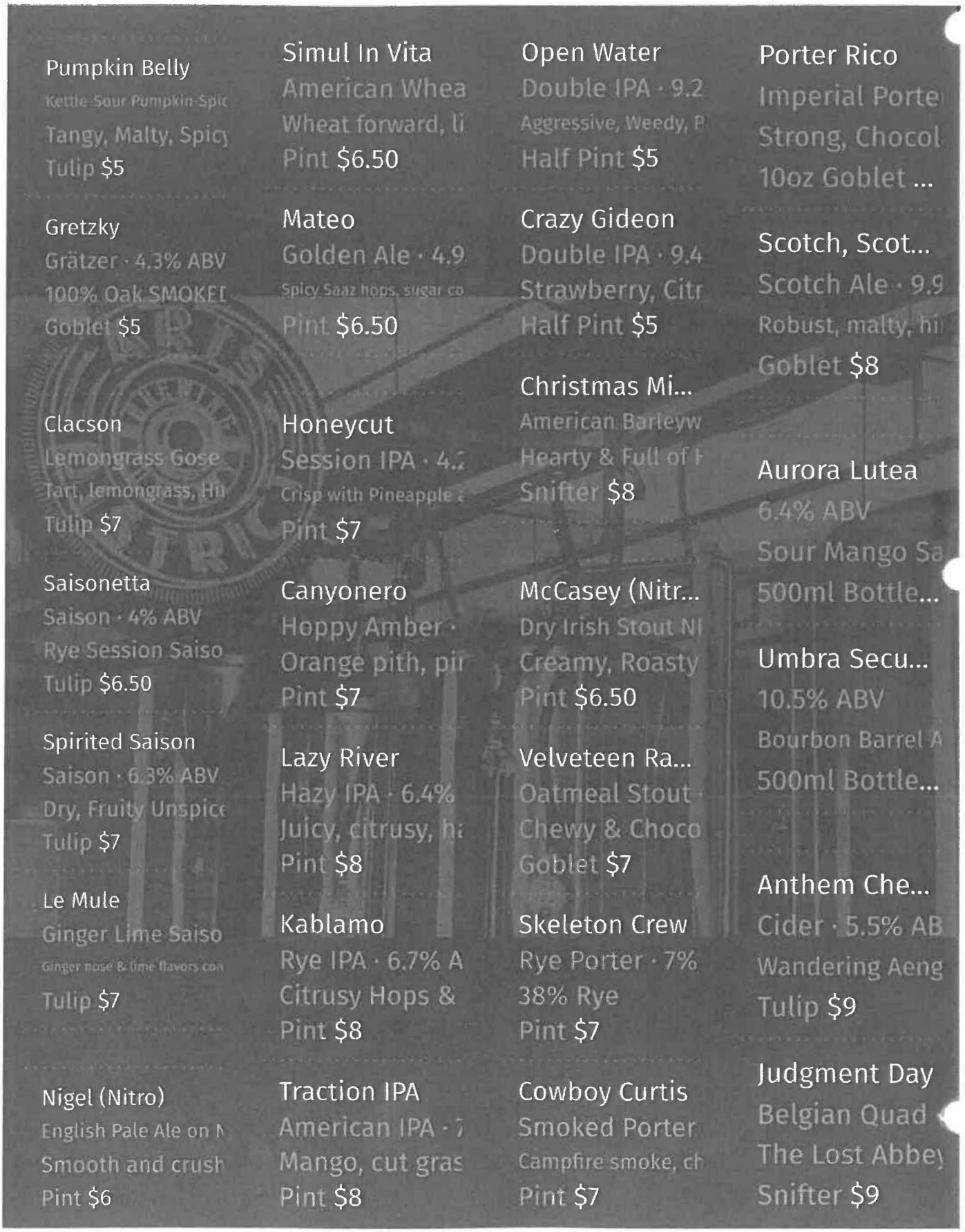
MOBILE CART

Bottled Beers
Shots & Cocktails

CHIPS & GUACAMOLE *5*
GRANOLA/PROTEIN/ENERGY BARS *2*
HUMMUS WITH RAW VEGGIES & PITA *6*
TUNA SALAD SANDWICH *11*
TURKEY & PROVOLONE PESTO SANDWICH *9*
HAM & GRUYERE W/ DIJON SANDWICH *9*
ASSORTED CHIPS *2*
ROASTED PEANUTS *2*

SEASONAL SMOOTHIES
COLD PRESS JUICE
COFFEE
ESPRESSO

EXAMPLES OF ONSITE CRAFT BREWED BEER MENU CURATED BY CEDD MOSES



STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

    a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

    b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

    c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

    d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq*. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq*., as amended from to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq*., as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at https://www.labavn.org/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq*., as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq*., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

___ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL _____

☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act

___ **General Liability** _____ _____

☐ Products/Completed Operations ☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐ _____

___ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____

___ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

☐ All Risk Coverage ☐ Boiler and Machinery

☐ Flood _____ ☐ Builder's Risk

☐ Earthquake _____ ☐ _____

___ **Pollution Liability** _____

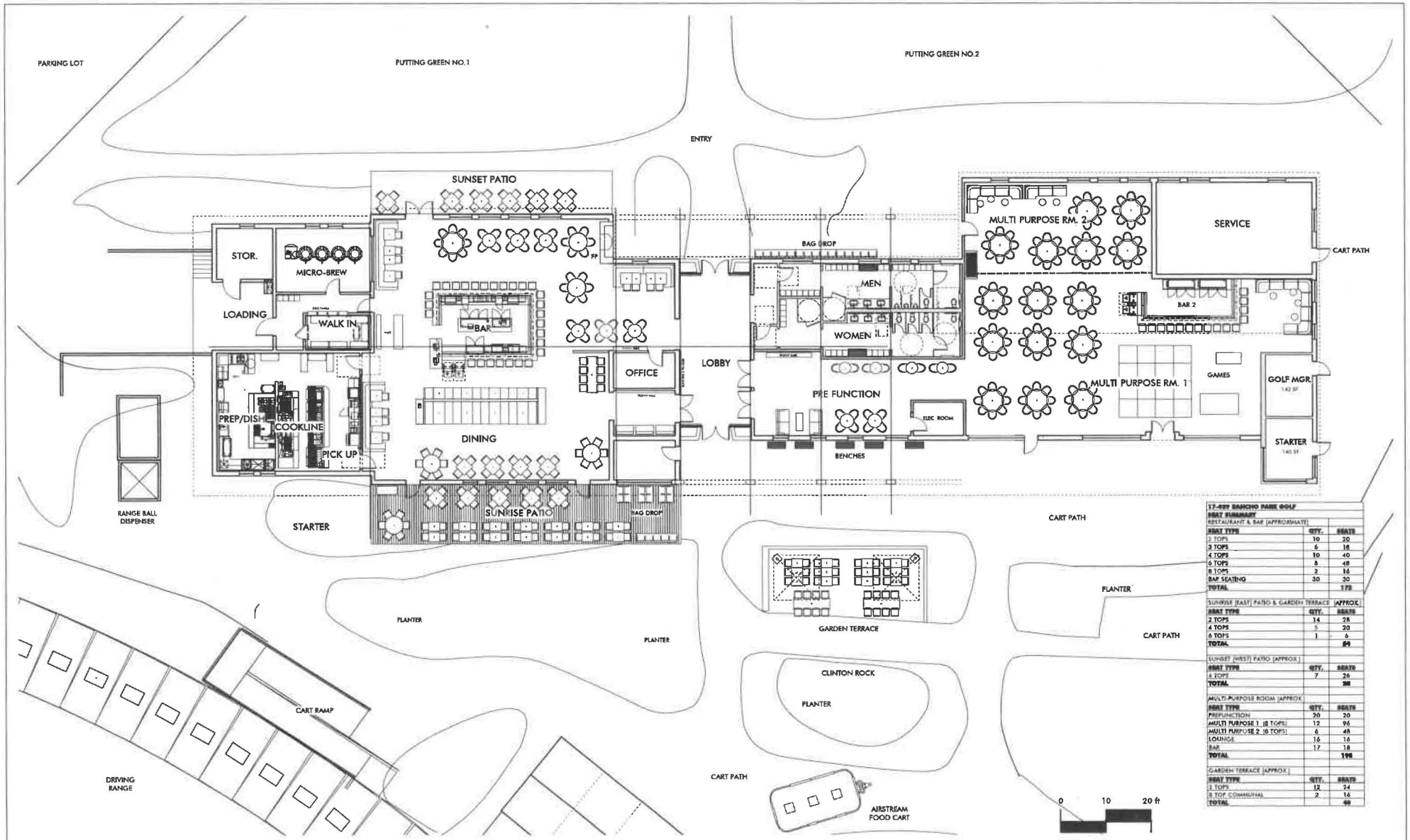
☐ _____

___ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds _____

___ **Crime Insurance** _____

Other: _____

TEMPLATE



17-029 RANCHO PARK GOLF		
SEAT SUMMARY		
RESTAURANT & BAR (APPROXIMATE)		
SEAT TYPE	QTY.	SEATS
2 TOPS	10	20
3 TOPS	6	18
4 TOPS	10	40
6 TOPS	8	48
8 TOPS	2	16
BAR SEATING	30	30
TOTAL		172

SUNRISE (EAST) PATIO & GARDEN TERRACE		APPROX.
SEAT TYPE	QTY.	SEATS
2 TOPS	14	28
4 TOPS	5	20
6 TOPS	1	6
TOTAL		54

SUNSET (WEST) PATIO (APPROX.)		
SEAT TYPE	QTY.	SEATS
4 TOPS	7	28
TOTAL		28

MULTI-PURPOSE ROOM (APPROX.)		
SEAT TYPE	QTY.	SEATS
PREFUNCTION	20	20
MULTI PURPOSE 1 (8 TOPS)	12	96
MULTI PURPOSE 2 (6 TOPS)	6	48
LOUNGE	16	16
BAR	17	18
TOTAL		198

GARDEN TERRACE (APPROX.)		
SEAT TYPE	QTY.	SEATS
2 TOPS	12	24
8 TOP COMMUNAL	2	16
TOTAL		40

CREWS OF CALIFORNIA
6033 W. Century Blvd., Suite 1110, Los Angeles, CA 90045

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RANCHO PARK GOLF COURSE

10460 W. PICO BLVD., LOS ANGELES, CA 90064

N

OPTION A5

FURNITURE PLAN

SCALE: NTS
24 January 2019

EXHIBIT B

EXHIBIT C

RAP FOOD & BEVERAGE CONCESSION

LOS ANGELES DEPARTMENT OF RECREATION AND PARKS
Office of the Board of Commissioners
Attention: Board Secretary
221 N. Figueroa Street, Suite 300 | Los Angeles, CA 90012

TAVERN
AT RANCHO PARK

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EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

The Tavern at Rancho Park, LLC ("TRP") sincerely thanks the City of Los Angeles Department of Recreation and Parks ("RAP") for the opportunity to submit the enclosed proposal to redevelop, operate, and maintain food and beverage concessions at Rancho Park Golf Course.

The RAP opportunity at Rancho Park represents one of the city's most exciting, unique and challenging development projects for the Crown Jewel of the RAP Golf portfolio. The following challenges influenced and served as the foundation for the development of the TRP team's blueprint for success.

1. Building in a complex environment at an iconic Los Angeles landmark

2. The nuanced environment of private and public partnership to develop and operate a world-class facility

3. The diverse and competitive food and beverage restaurant landscape, which requires proven operators that can ensure the timely development of a world-class facility and brands;

4. The need for a proven operator to bring a new and innovative concept that pays homage to the burgeoning culinary history of Los Angeles within a facility that caters to a diverse landscape of patrons;

The TRP partners have compiled a team of proven local designers, builders, restaurateurs, chefs and masters of adult beverages to create a local LA dream team with clear competitive advantages, outlined in this proposal, to be RAP's best partners. Our team has a track record of delivering high volume, long-standing, successful operations throughout Los Angeles and the U.S.

In fact, our team's combined history of changing the landscape of dining in Los Angeles and LAX in partnership with government agencies is unparalleled. Our long-standing partnerships with influential social change organizations and minority businesses that provide products and services to underserved communities and the traveling public prove our commitment to being the best corporate citizens. Belonging to a rare category of operators, our team has a record of developing with city entities to deliver world-class operations to both tourists and Angelenos from all socioeconomic backgrounds.

Our team's proposal conveys a sincere passion to develop and operate all new revenue centers on a site that represents a high-quality golf course and driving range dining and outdoor recreation experience, while also providing a source of secure, unprecedented long-term income to the City and RAP. Through a collaborative process, the TRP team collectively developed the enclosed concepts and space designs to complement our celebrated world-class California cuisine and hospitality that will clearly distinguish this business as a high demand destination in Southern California, for Angelenos and tourists alike.

TRP showcases the best of Los Angeles, offering a highly curated collection of food, drink and lifestyle options designed to satisfy any craving from morning to night. A dynamic and approachable community gathering place, TRP is distinctly LA in style. The TRP team brings together a collection of highly notable local purveyors, culinary visionaries and community-driven social and business enterprises in a versatile space with innovative approach.

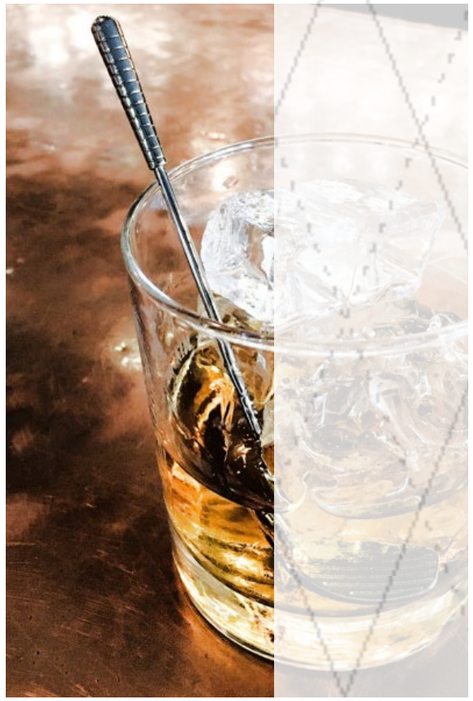
The TRP @ Rancho Park, LLC is comprised of the following executives and operating partner entities:

- **Robert B. Crews d.b.a. The Tavern at Rancho Park, LLC**
- **Nicholas Buford d.b.a. The Tavern at Rancho Park, LLC**
- **Greg Plummer d.b.a. The Tavern at Rancho Park, LLC**
- **Mark Verge and The Verge Company**
- **Cedd Moses and 213 Hospitality**
- **Chef Christian Page and Chef Elia Aboumrad**

Crews ownership and management team has unparalleled ability for a private company in the development, construction and operation of high-volume restaurant and retail operations in airports. Collectively the partners of Crews have owned and operated sixty (60) locations in twenty five (25) airports around the United States. Crews and its partners have been "Innovating the Traveler's Experience" since 1972 and currently operate thirty-three (33) locations consisting of eighteen (18) different local, regional and national brands in four (4) of the highest volume airports in the U.S.

The Verge Company's restaurants and bars include: Art's Table, Margos, Ashland Hill, The OP Cafe, Shore Bar, 4100 Bar, Arts District Brewing Co., Bar Jackalope, Bar Three Piece, Broadway Bar, Cana Rum Bar, Casey's Irish Pub, Cole's French Dip, Golden Gopher, Fritzi, Half Step, Honeycut, Las Perlas, Normandie Club, Pellicola Pizzeria, Penny Pound Ice, Seven Grand DTLA, Seven Grand SD, The Rooms At Walker Inn, The Varnish and Tony's Saloon. Hotels includes: Venice on the Beach Hotel, American Hotel, Ocean Park Hotel and The Hotel Hollywood.

TRP SHOWCASES THE BEST OF LOS ANGELES, OFFERING A HIGHLY CURATED COLLECTION OF FOOD, DRINK AND LIFESTYLE OPTIONS DESIGNED TO SATISFY ANY CRAVING FROM MORNING TO NIGHT. A DYNAMIC AND APPROACHABLE COMMUNITY GATHERING PLACE, TRP IS DISTINCTLY LA IN STYLE.



The TRP team has existing partnerships with some of the most impactful change agents in the city of Los Angeles and has committed to extend these relationships to the TRP project with a long-term partnership that seeks to provide opportunity and meaningful support to thriving social enterprises that will make a lasting contribution to the City of Los Angeles. The following organizations stand in support of this proposal:

- LA Kitchen
- #HashtagLunchBag
- The Right Way Foundation
- St. Joseph's
- GAIN/GROW
- LA Travel & Tourism Bureau / Discover LA

MANAGEMENT AND OPERATIONS

The TRP team is comprised of a local management team who have developed aggressive programs to recruit quality managers and associates in order to provide excellent customer service. We are committed to hiring the right talent to create a team environment that will consistently exhibit cooperation, teamwork, productivity, self-management and flexibility to ever-changing demands.

DESIGN & CONSTRUCTION

- Proven design review processes and experience in delivering the highest caliber build-outs in complex building environments.

- A dedicated team that will effectively and efficiently navigate the LADBS and Public Health processes in partnership with RAP and the City.

- A thoughtful design approach that incorporates a Sense of Place with consideration to the neighborhood elements to maximize lifespan of facility and equipment.

- Strategic partnership with consultants, expeditors, reputable architects and general contractors to ensure a timely design and build out.

- Design and development of a facility with an impeccable attention to detail with regards to understanding and navigating the necessary construction deadlines.

OVERALL MIX OF BRANDS/CONCEPTS

Our mix of brands and concepts lives up to the "Something for Everyone" moniker. The Tavern at Rancho Park dining experiences and styles of service ensure inclusion for all at Rancho Park.

FAREWAYS GRAB & GOLF – A semi-mobile quick service coffee and sandwich cart featuring the best of local purveyors and goods, Fareways is perfect for golfers on the driving range or heading out for a round.

THE TAVERN MICROBREW LOUNGE - A brew house and craft cocktail experience that offers a one-of-a-kind beverage experience from LA's most successful bar masters for all to enjoy while viewing the driving range, unwinding after a round, or watching the latest sporting events on TV.

THE TAVERN GASTROPUB AND MICROBREW - An approachable culinary experience that features the best dishes of Los Angeles, curated by Chef Christian Page and Chef Elia Aboumrad; showcasing a collection of items to satisfy any craving from morning to night.

THE RANCHO ROOM - Special event space that provides the perfect setting for life's most precious moments, accompanied by microbrews, cocktails and dishes curated by our celebrity chefs.

THE FAREWAYS GRAB & GOLF MOBILE CART – A mobile cart offering alcoholic and non-alcoholic beverages, gourmet coffee, salads, bratwurst, sandwiches, baked goods and other items easy to grab and golf.

THE FAREWAYS HALFWAY CAFE – The halfway point on the golf course, located at the 9th tee box, offering alcoholic and non-alcoholic beverages, gourmet coffee, salads, bratwurst, sandwiches, baked goods and other items easy to grab and golf.

Cumulatively, these offerings deliver a world-class experience that will create and maintain a stable, growing source of revenue to RAP and the City for years to come.

This proposed partnership will unite Los Angeles's greatest hospitality talent to tackle the City and RAP's most important golf destination-dining location. By removing the ego and coming together to deliver the very best product, we can create a destination that we will be extremely proud of.

We thank you in advance for your consideration; we welcome any questions and the opportunity to provide clarity to ensure the full extent of this proposal is grasped with full understanding.

If you should require any additional information or clarification, please contact Crews' Managing Partner, Nicholas Buford via email – nbuford@crew1972.com or telephone – 310-417-8616 x101 or 310-600-6521.

Sincerely,

Nicholas Buford
Managing Partner

1.0 BUSINESS PLAN

BUSINESS PLAN

BUSINESS PLAN

Once the watering hole for the who's who of golf's hall of fame, the restaurant at Rancho Park Golf Course is truly an iconic LA dining destination for golfers and non-golfers alike. The well-manicured greens and the aura of golf's golden age deserve to be complemented by a food and beverage experience that is on par with LA's world-renowned restaurant scene.

Introducing THE TAVERN AT RANCHO PARK, an American Microbrew meets "Cal-Fresco" restaurant and bar experience unlike any other in Los Angeles. Scratch cooking by Chef Christian Page and Chef Elia Aboumrad and brewed-on-premise craft beer and cocktails complement the lush greens while delivering a thoughtful approach to guest service. Our team reverse-engineered our business plan to accommodate the local and international golfers who frequent Rancho Park Golf Course today, and the droves of people to follow. The Tavern at Rancho Park looks to celebrate the rich history and nostalgia of Rancho Park and Los Angeles cuisine with a modern twist.

After conducting an in-depth analysis of the RAP Request For Proposal and Rancho Park project, the detailed business plan and proposal on the following pages illustrates our team's understanding and means to best fulfill the objectives put forth by the City and the Department of Recreation and Parks.

TAVERN
AT RANCHO PARK

CONCEPT IMAGES FOR INSPIRATION

THE TAVERN AT RANCHO PARK: GASTROPUB AND MICROBREWERY

An oasis of green among the high-rise buildings and endless traffic of Century City, Rancho Park invites you to slow down, catch your breath and take a moment to relax. The Tavern at Rancho Park is the centerpiece of this oasis, inviting you to recover from a busy workday, shopping trip or round of golf with a meal, cocktail or house-brewed craft beer. **The menus honor the location's storied history, with fresh takes on classic dishes from chefs Christian Page and Elia Aboumrad, along with timeless cocktails refreshed with local ingredients.** Even the state-of-the-art microbrewery offers a glimpse of an earlier era, when beers were hand-crafted in small batches and enjoyed outdoors. The nostalgic spirit of the menu is balanced by the fresh, modern feel of the restaurant, both indoors and out. The Tavern is a true escape from the bustling city outside the gates.

6:00am-10:00pm Monday-Thursday,
6:00am-10:00pm Friday-Sunday.
(This includes food and beverage service to the driving range).

HIGHLIGHTS OF OUR BUSINESS MODEL AND SERVICE STYLE:

- Husband and Wife team of Chef Christian Page & Chef Elia Aboumrad collaborate to bring new excitement to our nostalgia-inspired cuisine.
- Full-service table and bar service with proposed sunrise and sunset dining patios, and a beer garden to enjoy the beautiful manicured greens and fairways.
- Technology-driven service (i.e. reservations systems, onsite mobile ordering, synchronization with food delivery services, Kallpod server notification system) to ensure guest needs and expectations are exceeded from the start.
- Micro Brewing on property to deliver freshly brewed craft beer selections.
- Hours of Operation: Tee times at Rancho Park generally start at approximately 6am and our proposed hours of operation seek to meet the needs of the first golfer on the course and the last golfer at the Driving Range. The individual revenue centers are intended to maximize convenience and exceed the expectation of the players at Rancho Park.

CRAFT BEER BREWED ON-SITE

Through our proposed plan for on-premise brewing, we will utilize 300 square feet to create 6 unique styles of beer bearing the Rancho Park name made possible via the SmartBrew System. SmartBrew® is a unique brewing system designed for the hospitality industry. This revolutionary system is a game changer, making it possible for us to brew an unlimited range of world-class beers and ciders on site at Rancho Park. The SmartBrew system is controlled by a PLC intelligent Control Unit which monitors the process and ensures product consistency and automatically cleans and sterilizes itself (CIP). A standard 4x5BBL system is capable of producing up to 80 ✣ BBL kegs of fresh, quality craft beer per month.

The on-premise production of craft beer will enhance the guests experience and create additional employment opportunities. The freshness of our Rancho Park Brews will create a total sense of place. Visible in an enclosed glass brewing room, The Tavern at Rancho Park Brew Pub and Cocktail lounge will be incomparable to any other golf course dining in the city of Los Angeles.

Our partnership with Cedd Moses and the 213 Hospitality Group allows us to collaborate with their brew masters to create unique taste profiles specific to Rancho Park.

SMARTBREW®

ADULT BEVERAGES - Our cocktail menu is built on a foundation of classics designed to transport our guests to a place of enjoyment in the present. Our bespoke renditions of classic drinks showcase seasonal and locally sourced ingredients in order tell a story with every beverage and will serve as a perfect preview or encore to the perfect brunch, lunch or dinner. The Rancho Park Brews will be available at all locations within the park complex, ensuring the freshest quality craft beer at the fairest price that can be enjoyed on premise.

ATTIRE – Our guests' comfort is important to enjoying the Rancho Park dining experience. Casual attire is expected for patrons who visit Rancho for golf and is acceptable for all restaurant patrons. Patrons who wish to dress for a special occasion are also welcome. Shoes and shirt are required for service.

PRICING STRATEGY - Our pricing strategy is a systematic approach to build food cost on every item sold. A mark-up on top of cost of goods ensures that the restaurant operations are sustainable and our management team is equipped to properly maintain the property through the life of the contract. We conduct pricing surveys of like items within a 10 mile range to confirm that we are competitively priced and ensure that guests are receiving a value-driven dining experience. Because we operate other high-volume locations, our procurement team has negotiated below-market pricing for commodity based as well as other agreements. The savings we realize are then passed on in our menu pricing to offer the fairest price to our consumers.

FAMILY DINING – We welcome guests of all ages at The Tavern at Rancho Park. We will proactively help keep overly excited children calm by providing activities such as coloring books. The Tavern will provide high chairs/booster seats and we will do our best to accommodate any special requests.

LARGE GROUPS – The Tavern at Rancho Park dining room will be full-service dining. We will encourage guests with large parties to make reservations through our hostess, or online with OpenTable.

SPECIAL EVENTS – The Tavern at Rancho Park or The Rancho Room will be available for private events through our Special Events and Sales departments. Onsite management and supervisors will be flexible in working to accommodate our private event requests.

SPECIAL REQUESTS & ALLERGIES – We take great care in the composition of our dishes and cannot always facilitate special requests. Some items may contain ingredients that are not listed on the menu. Guests with allergies should speak to our team members about any requests and concerns and we will do our best to accommodate them. Our guests' well-being is important to us; alert servers immediately of any allergies.

TIME AT THE TABLE – When there are guests waiting to be seated, we may ask lingering parties to move to the bar area. Generally, we never make this request less than 90 minutes after guests are seated, and only after significant time has passed after their meal.

"CAL-FRESCO" DINING – Rancho Park is an urban oasis filled with natural beauty, and our renovated dining facilities will emphasize the natural aesthetics to complement our dining experience. In temperate climates, al fresco dining is especially popular in the summer months when temperatures and weather are most favorable. It is a style of dining that is casual and often party-like in its atmosphere. Cal-fresco dining is our Socal take on the concept allowing patrons an opportunity to enjoy Rancho in its truest form. Guest seated on the Sunset terrace will get the pleasure of viewing golfers perfect their game on the putting greens, while the Sunrise terrace will provide sprawling views of lush greens and the driving range. With California's year-round desirable temperatures, this strategy will allow for greater ability to service more guests and improve the experience greatly.

COMMITMENT TO QUALITY – As seasoned restaurateurs, we are proud of the quality ingredients used in every dish we serve. Long ago, we realized that what's good for customers and their families is also good for us. That's why our food philosophy is "Less is More." Simple ingredients, skillfully executed consistently are the key ingredients to our success.

All menu items will comply with the Los Angeles Food Policy Council's Good Food Purchasing Guidelines

"CAL-FRESCO DINING"
IS OUR SOCAL TAKE ON
THE CONCEPT ALLOWING
PATRONS AN OPPORTUNITY
TO ENJOY RANCHO IN ITS
TRUEST FORM.

EFFECTIVE USE OF TECHNOLOGY – The following tools will be used to manage, promote and drive sales for dining options at Rancho Park.

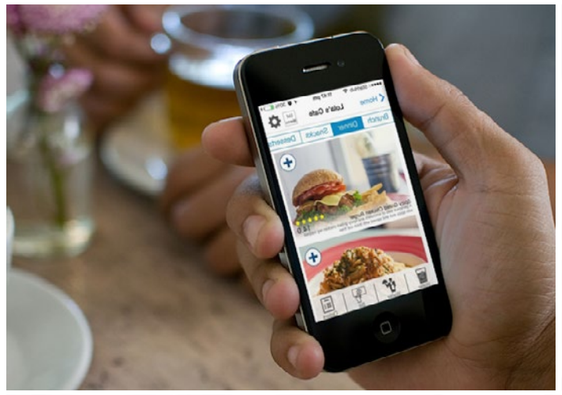
With instant two-way communication, we create a team environment that improves efficiency, enhances service and encourages repeat visits. Our use of sleek two-way radios, elegant accessories and industry-leading applications help us to coordinate staff seamlessly, communicate discreetly and collaborate more productively. Our use of the WAVE application extends our reach by connecting two-way radios to anyone with a smart phone or other mobile device, anywhere they go.

Our next-generation communication solution adapts to the Rancho Park environment connecting all revenue centers and ultimately providing a better service to our guest

Micros & Mobile Bytes Point of Sale System - Use of RAP-compatible POS systems that are state-of-the-art allow our team access to real time data that can help us manage the business to maximize sales, control costs and improve transparency for RAP.

Mobile Ordering Tablets - At the Golf Range and other areas, implementation of mobile ordering tables will enhance and expedite the order process and communication process.

Online Ordering/Delivery platforms - Partnerships with online ordering platforms like Uber Eats, GrubHub, Eat24 and OpenTable will extend our reach and drive incremental sales.



CONCEPT IMAGES FOR INSPIRATION

TAVERN
AT RANCHO PARK

BREAKFAST

All egg dishes served with a side of Crispy Smashed Fingerling Potato and Toast or Croissant

CALIFORNIA OMELET *14*
3 Fluffy Chino Farms eggs, Avocado, Charred Corn, Cilantro Crema, Queso Fresco

CLASSIC FRENCH OMELET *12*
3 Fluffy Chino Farms eggs, Comte, Chives

BESPOKE EGGS 15
Chino Farms Eggs any style, choice of meat

CORNED BEEF HASH & EGGS 16
House Made Corned Beef Hash, Chino Farms Eggs, House Hot Sauce

STEAK & EGGS 24
10 oz Hanger steak, Chino Farms eggs, Avocado Lime Cream

BRIOCHE BREAKFAST SANDWICH 11
Soft Scrambled Chino Farms Eggs, Cheddar, chives, caramelized onion, sriracha mayo

BREAKFAST BURRITO 12
Chino Farms Eggs, Roasted Potatoes, Cheddar, Beeler's Bacon

CHILAQUILES VERDES 12
Crispy Tortilla chips, Scrambled Chino Farms Eggs, Monterey Jack, Salsa Verde, Sour Cream, Queso Fresco

FRENCH TOAST BRULEE 12
Thick cut Brioche with Crispy Bruleed Crust, with Seasonal Preserves, Kumquat Butter, Maple syrup

BUTTERMILK PANCAKES 11
Massive stack served with Whipped Butter and Maple Syrup
*add Bananas Foster topping or Blueberry Compote for $3

THE CONTINENTAL 12
Greek Yogurt, Granola, Seasonal Preserves, honey, seasonal fruit & berries, local pastries

OVERNIGHT OATS 10
Almond Milk, Gluten Free Steel Cut Oats, Maple Syrup, Dried Wild Blueberries

SIDES

BEELER'S APPLEWOOD SMOKED BACON 5
BEELER'S BREAKFAST SAUSAGE 5
CRISPY SMASHED POTATOES 4
WHITE CHEDDAR GRITS 4
GREEK YOGURT 4
TOAST Sourdough, Whole Grain, Brioche 2
CROISSANT 2

FRUIT SALAD 4
SCRAMBLED EGGS 5
AVOCADO 3
BAGEL w/ Cream cheese 3
HOUSEMADE BISCUITS 3

LUNCH

APPETIZERS

BUFFALO WINGS 6 wings/8 12 wings/14
Sriracha Butter and Garlic Sauce, Blue Cheese Dressing, Carrots, Celery

CRISPY CALAMARI 14
Marinara, Remoulade, Fresh Lemon

TRIO OF SLIDERS 12
Grassfed Beef, Gruyere, Caramelized Onion, Thousand Island

STREET TACOS 3 tacos/12
Corn Tortillas, Carne Asada, Onion, Cilantro, Guajillo Salsa

FRITO CHILI PIE 8
Fritos, Housemade Chili, Cheddar, Red Onion

IRISH NACHOS 10
Waffle Fries, Melted Monterey Jack, Brisket Gravy, Sour Cream

BEER BATTERED ONION RINGS 7
Garlic Buttermilk Dressing

SALADS

CHOPPED COBB SALAD half/13 full/16
Mary's Chicken Breast, Beeler's Bacon, Avocado, Tomato, Blue Cheese, Hard Boiled Egg, choice of dressing

CHINESE CHICKEN SALAD half/13 full/16
Poached Mary's Chicken Breast, Shredded Iceberg, Napa Cabbage, Carrot, Scallion, Cilantro, Toasted Sesame, Crispy Wontons, Sesame Soy Vinaigrette

CLASSIC CAESAR half/ full/11
Chopped Romaine, Parmigiano Reggiano, Herbed Croutons, Caesar Dressing

MEXICALI SALAD half/10 full/13
Chopped Romaine & Iceberg, Charred Corn, Avocado, Pico de Gallo, Black Beans, Queso Fresco, Queso Oaxaqueno, Cilantro Lime Dressing

TUSCAN GIARDINIERE SALAD half/10 full/13
Tuscan Kale, Fresh Mozzarella, Heirloom Tomatoes, Roasted Peppers, Castelvetrano Olives, Creamy Lemon Parmesan Dressing

WILD ARUGULA SALAD half/10 full/13
Wild Rocket Arugula, Extra Virgin Olive Oil, Fresh Lemon, Parmigiano Reggiano, Cracked Black Pepper

*add chicken to any salad for an additional $6

**Initial proposed menu and pricing is subject to minor modifications prior to opening based on inflation and commodity pricing*

LUNCH CONTINUED

SANDWICHES

BRISKET DIP 14
Slow Braised Brisket, Provolone, French Baguette, Pan Jus

CALIFORNIA CLUB SANDWICH 13
Smoked Turkey, Beeler's Bacon, Gruyere, Lettuce, Tomato, Avocado, Aioli, Toasted Sourdough

DELUXE GRILLED CHEESE 10
Gruyere, Cheddar, Provolone, Caramelized Onion, Dijon

PATTY MELT 14
Classic Cassell's patty grilled on Rye bread with caramelized onions and gruyere

CLASSIC CHEESEBURGER 14
3 cuts of beef ground in house and grilled with choice of cheese, Lettuce, Tomato, Onion, Pickle, Thousand Island

HOUSEMADE VEGGIE BURGER 13
Vegan Patty made with mushrooms, grains, and umami flavors, Lettuce, Tomato, Onion, Pickle, Vegan Mustardy Mayo

DOWNTOWN DOG 10
All Beef Hot Dog wrapped in Beeler's Bacon, with Grilled Onions & Peppers, Mustard, Mayo, & Ketchup

BBQ BRISKET 13
Sliced Brisket, Housemade BBQ Sauce, Bread and Butter Pickles

CRISPY CHICKEN SANDWICH 12
Buttermilk Fried Chicken, Bread and Butter Pickles, Poppyseed Coleslaw, Spicy Mayo

CRISPY FISH POBOY 12
Tempura Battered Whitefish Fillets, Shredded Lettuce, Tomato, Remoulade, Leidenheimer Bread

CUBANO 13
Roast Pork, Ham, Gruyere, Yellow Mustard, Pickles, Cuban Bread

CAPRESE SUB 11
Fresh Mozzarella, Tomato, Basil, EVOO, Balsamic Reduction

TUNA SANDWICH OR MELT 13
Solid White Albacore, Mayo, Red Onion, Pickles, Iceberg Lettuce, Tomato, Rye or Sourdough

GRILLED VEGETABLE PANINI 11
Grilled Market Vegetables, Harissa Spread, Fried Shallots, Fontina

SPECIALTIES

FISH TACOS 3/ea
Crispy Fried White Fish, Shredded Cabbage, Tomato, Pickled Onion, Avocado Cilantro Crema

STREET TACOS 3/ea
Carne Asada, Onion, Cilantro, Guajillo Salsa

HERB GRILLED CHICKEN 12
Red Quinoa, Grilled Vegetables, Sauvignon Blanc Dijon Sauce

PETIT STEAK 24
8 oz New York Steak, Kennebec Fries, Red Onion Marmalade

SIDES

Kennebec Fries w/ Organic Ketchup	3
Sweet Potato Waffle Fries w/ House Ranch	4
Beer Battered Onion Rings w/ Black Strap BBQ	4
Side Salad	3
Fruit Plate	bowl 4/plate 7
Grilled Vegetables	7
Cole Slaw w/ Poppyseed Dressing	3

DINNER

APPETIZERS

BUFFALO WINGS 6 wings/8 12 wings/14
Sriracha Butter and Garlic Sauce, Blue Cheese Dressing, Carrots, Celery

CRISPY CALAMARI 14
Marinara, Remoulade, Fresh Lemon

TRIO OF SLIDERS 12
Grassfed Beef, Gruyere, Caramelized Onion, Thousand Island

STREET TACOS 3 tacos/12
Corn Tortillas, Carne Asada, Onion, Cilantro, Guajillo Salsa

FRITO CHILI PIE 8
Fritos, Housemade Chili, Cheddar, Red Onion

IRISH NACHOS 10
Waffle Fries, Melted Monterey Jack, Brisket Gravy, Sour Cream, Scallions

BEER BATTERED ONION RINGS 7
Garlic Buttermilk Dressing

GRILLED SHRIMP COCKTAIL 15
Charred Tomato Puree, Horseradish, Lemon, Worcestershire

BLUE CRAB CAKE 16
Arugula Salad, Lemon Tarragon Aioli

BURRATA W/ PESTO AND HEIRLOOM TOMATOES 11
Lemon Pesto, Heirloom Tomatoes, Micro Basil, Crostini

BLUE CORN CHIPS W/ MANGO CHIPOTLE SALSA 7

CRAB ARTICHOKE MORNAY GRATIN 14
Dungeness Crab, Artichoke Hearts, Bechamel, Gruyere, Crostinis

SALADS

CLASSIC CAESAR 11
Chopped Romaine, Parmigiano Reggiano, Herbed Croutons, Caesar Dressing

ROASTED BEET AND GOAT CHEESE 13
Wild Arugula, Candied Walnuts, Tangerine Vinaigrette

FARMER'S MARKET SALAD 11
Mixed Greens, Rainbow Carrot, Grape Tomato, Broccolini, Housemade Ranch

ICEBERG WEDGE 12
Red Onion, Bacon, Grape Tomato, Chives, Housemade Blue Cheese Dressing

BURRATA CAPRESE 13
Whole Milk Burrata, Heirloom Tomatoes, Basil, EVOO, Balsamic Reduction, Toasted Pine Nuts

ENTRÉES

TAGLIATELLE BOLOGNESE 15
Pork, Veal, Beef, Tomato, Cream, Parmigiano Reggiano

PAPPARDELLE WITH MUSHROOM RAGU 14
Light Creamy Sauce with Crimini & Porcini Mushrooms, Fresh Thyme, Parmigiano Reggiano

ROTISSERIE CHICKEN 15
Rice Pilaf, Pickled Beet Salad, Garlic Sauce

MISO GLAZED SALMON 18
Sauteed Kale, Shiitake Farro Risotto, Garlic Ponzu

BEELER'S TOMAHAWK PORKCHOP 17
Roasted Root Vegetables, Apple Celeriac Puree, Pan Jus

FLANNERY BEEF PRIME FILET 30
10 oz Filet Mignon, Potato Leek Hash, Swiss Chard, Bearnaise

GRASSFED SPENCER STEAK 39
16 oz Ribeye, Potato Puree, Roasted Brussels Sprouts, Peppercorn Cognac Sauce

POT ROAST AU JUS 17
Slow Braised Chuck Roast, Whipped Potatoes, Braised Winter Greens

SOUTHERN BUTTERMILK FRIED CHICKEN 15
3 Piece Crispy Fried Mary's Chicken, Whipped Potatoes, Succotash, Pan Gravy

DESSERT

DARK CHOCOLATE CAKE 7
Banana Caramel Filling, Ganache, Cocoa Nibs

WEDDING CAKE 6
Fluffy Vanilla Cake layered with fresh berries and Whipped Cream

MASCARPONE CHEESECAKE 6
Lavender Honey, Blueberry Rum Compote

BANANA CREAM PIE 6
All Butter Pie Crust, Banana Custard, Fresh Bananas, Whipped Cream, Shortbread Crumble

GRANNY'S APPLE PIE 6
All Butter Pie Crust, Cinnamon Spiced Granny Smith Apples, Lattice Crust
*add Vanilla Bean Ice Cream for $2

CHURRO ICE CREAM SANDWICH 5
Vanilla Bean Ice Cream Sandwiched Between Fried Crispy Dough, Dusted with Cinnamon Sugar

TOASTED ALMOND BERRY TRIFLE 6
Mascarpone Cream Layered with Fresh Seasonal Berries, Cake Crumbles, Toasted Almonds

KID'S MENU

Oven Fried Mary's Chicken Tenders, Broccoli, Housemade Ranch 11
Grilled Chicken Quesadilla, Salsa Fresca, Baby Carrots 10
Housemade Mac N Cheese, Broccoli 8
*add Grassfed Beef Italian Sausage $4
Grilled Hot Dog, Veggie Tots, Apple Wedges 9
Grassfed Beef Sliders, Cheddar Cheese, Sweet Potato Wedges 11
Spaghetti and Turkey Meatballs, Organic Tomato Sauce, Parmesan 11
Buttered Egg Noodles 5
Fruit Bowl 5

The Tavern at Rancho Park was envisioned as a gathering place inspired by it's central location within Los Angeles, the lush greens of the Rancho park fairways and rich history of this famed Los Angeles Golf Course. Tucked away within an urban oasis, The Tavern at Rancho Park pays homage to nostalgic Los Angeles scratch cooking-brought to life by husband and wife team Chef Christian Page and Chef Elia Aboumrad.

You can find Chef Christian Page among his peers on the "50 Best Burgers" in America for his masterful revamp of Cassell's Hamburgers, which has been grilling up ground-in-house burgers for over 70 years in Los Angeles California. Regarded by Chef David Chang as the best burger in the world, Cassell's is proof that things can get better with time.

Established in 1948, Cassell's Hamburgers now resides in Los Angeles's historic Hotel Normandie. Serving breakfast, lunch and dinner along side full bar and house made pies and desserts by his wife Chef Elia Aboumrad. Together, this duo also oversee the food and beverage and event execution at the Hotel Normadie. Chef Christian added to the original hamburger stand with a classic 50s breakfast menu, coffee bar, house made sodas, and a fully stocked bar.

The soul of the restaurant stays true to founder Al Cassell's original principles of being a hamburger shop with a focus on premium beef, ground daily in house. All burgers are still cooked on Al Cassell's famous original crossfire broiler, ground with the original grinder, and pattied with the original press.

In the spirit of celebrating tradition, our team knew that in order to truly pay homage to the rich history of Rancho Park, we had to enlist a Chef partner who shared the Crews team's vision and could deliver beyond everyone's expectations. Just as Chef Christian Page was able to capture and catapult the Cassell's brand onto the national stage, the menu created in collaboration with his wife reawakens this sleepy west side gem into a must try eatery. Coined the "Burger Whisper" by Eater Magazine, Chef had one caveat before joining our team; that his wife Chef Elia Aboumrad join the team to help deliver an unforgettable culinary experience.

Chef Elia Aboumrad, a Mexico City raised - Parisian trained Chef, honed her exceptional skills under the tutelage of Chef Joel Robuchon in Paris. Robuchon, a French chef and restaurateur with a dozen restaurants in Bangkok, Bordeaux, Hong Kong, Las Vegas, London, Macau, Monaco, Paris, Singapore, Taipei, Tokyo, and New York City, with a total of 32 Michelin Guide stars among them – the most of any chef in the world.

Having trained and worked along side the most celebrated chef in the world, Chef Elia's remains humbled and inspired to provide nostalgic food masterfully reimagined using the highest quality ingredients. Understanding that Golf Course food is quick and easy, our chef's created our Fareways' Grab & Golf menu to execute American popular fare, easily accessible at 3 Point of Sales throughout Rancho Park.

Feast your eyes on our Proposed menus featuring the following:

- The Tavern at Rancho Park Breakfast, Lunch & Dinner Menus
- The Tavern hand crafted cocktail, wine and Craft Beer Selection
- Fareways' Grab & Golf Stand
- Fareways" Halfway Cafe
- Fareways' Mobile Cart
- The Rancho Room Catering Menu

Hors D'oeurves

COLD HORS D'OEUVRES
(PER DOZEN)

Deviled eggs, cornichon, espelette $36
Cheese plate, nuts, assorted nuts, assorted jams & Crackers $108
Eggplant rollatini, piquillo peppers, salsa verde $60
Bruschetta, burrata, tomatoes, basil, olives $60
Confit fingerling potato, crème fraiche, trout roe, frisse, red onion $72
Puff pastry, onion-citrus marmalade, goat cheese, porcini oil $60
Serrano ham, ripe melon, basil salt $72
Spring roll, market vegetables, young ginger, mustard-shoyu sauce $36
Gravlax, pumpernickel toast, chive cream cheese $72
Lobster salad, in soft Hawaiian bun sambal mayo $72

HOT HORS D'OEUVRES
(PER DOZEN)

Pork belly bites, honey, hot sauce, sesame seeds, scallions $72
Arancini, fried risotto, black truffles, fontina cheese $60
Sonoma lamb meatballs, yogurt sauce, eggplant, mint $72
Grilled cheese sandwich, cultured butter, aged cheddar, griddled ham, pickles $72
Corn-pup lollipops, smoked sausage, Anson Mills corn meal, yellow mustard $48
Falafel, flatbread, cucumbers, yogurt, tahini, hot sauce $60
Crispy veggies, cauliflower, romesco, zucchini & squash skewers, pesto $60
Braised lamb, tzatziki, feta, olive tapenade $72
Cassell's slider, cheddar, iceberg, pickle, thousand island $72
Mini meatball parmesan, house-ground meatballs, marinara, mozzarella $72
Tomato soup shots $24

Lunch or Dinner Buffet

LUNCH OR DINNER BUFFET
All meals include choice of 1 Salad 2 entrees and 3 sides
Served with Roll and Butter
Iced Tea Service

SALAD
Choice of: Mixed green with goat cheese and balsamic dressing or Classic Caesar Salad

MAIN
Boneless Skinless Chicken
Roasted Chicken
Choose from Marsala Sauce, Parmesan, Picatta, Garlic Rosemary
Chicken Florentine
Stuffed Chicken Parmesan

BEEF
Tender Roast Beef
Flat Iron Steak
Prime Rib

FISH
Herb Roasted Salmon
Baby Bay Shrimp, Clams, Pollack Fish and Crab
in a Garlic Butter and White Wine Sauce
Mahi Mahi
Served with Cole Slaw and Tartar Sauce

SIDES
Potato Puree with choice of horeradish or garlic sause
Roated Asparagus
Sauteed Broccoli or Spinach
Grilled Veggies
Risotto
Rice Pilaf or Saffron Rice

DESSERTS
Chef's choice

$69/person

Sophistication

APPETIZER

Vegetable Tart
Goat cheese mousse, asparagus, roasted beets, confit tomatoes, cherry tomatoes, roasted zucchini topped with fines herbes and a honey balsamic vinaigrette

ENTRÉE

Red Snapper
Roasted and served with capers, Kalamata olives, lemon sofrito and confit tomatoes finished with snapper au jus

-or-

Pork Chop
Roasted and caramelized accompanied with a truffled potato galette and pork honey au jus

DESSERT

Chocolate Pot de Crème
with a citrus gelée and fresh citrus wedges

Wedding Cake

Reception

Specialty Stations
A labor fee of $150+ will apply for service under 25 guests

TACO BAR | $22

Traditional mini soft corn tacos with choice of carne Asada or Chicken
Served with chopped cilantro and onions, red and green salsa
Add Shrimp | +$9

FAJITAS | $22

Chicken and Beef fajitas sautéed with onions peppers
Served with warm mini flour tortillas, fresh salsa, sour cream, and guacamole
Add shrimp | +$9

MINI DESSERT STATION | $12

Assorted miniature pastries and petit fours including:
Crème puffs, éclairs, cannoli, mousse cups, fruit tarts, cheesecake, milk and cookies

THE TAVERN
FOYER

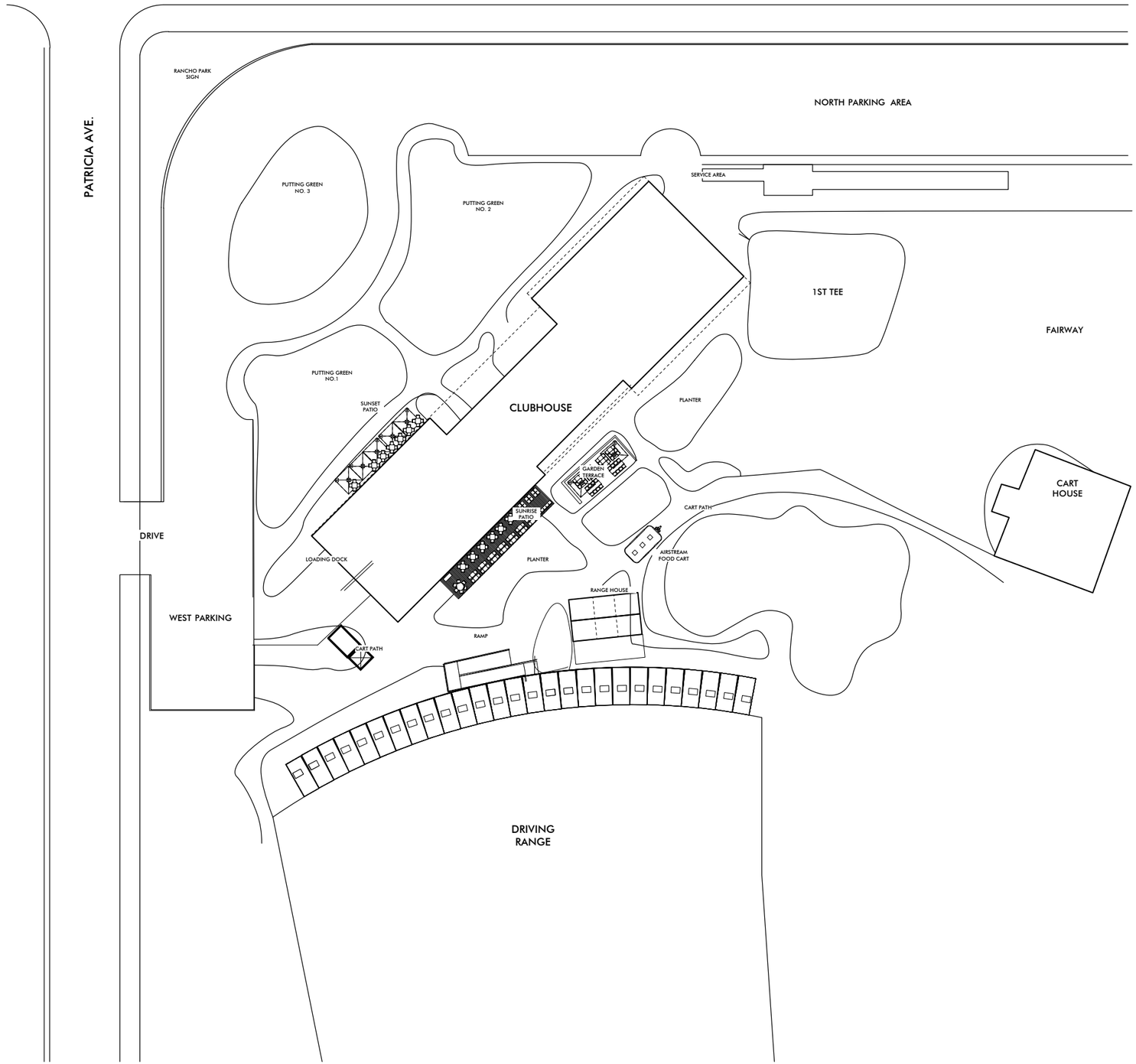
THE TAVERN
RESTROOMS

THE TAVERN
EXTERIOR & SIGNAGE

THE TAVERN
AT RANCHO PARK

THE TAVERN
LOUNGE

THE TAVERN
SUNRISE PATIO



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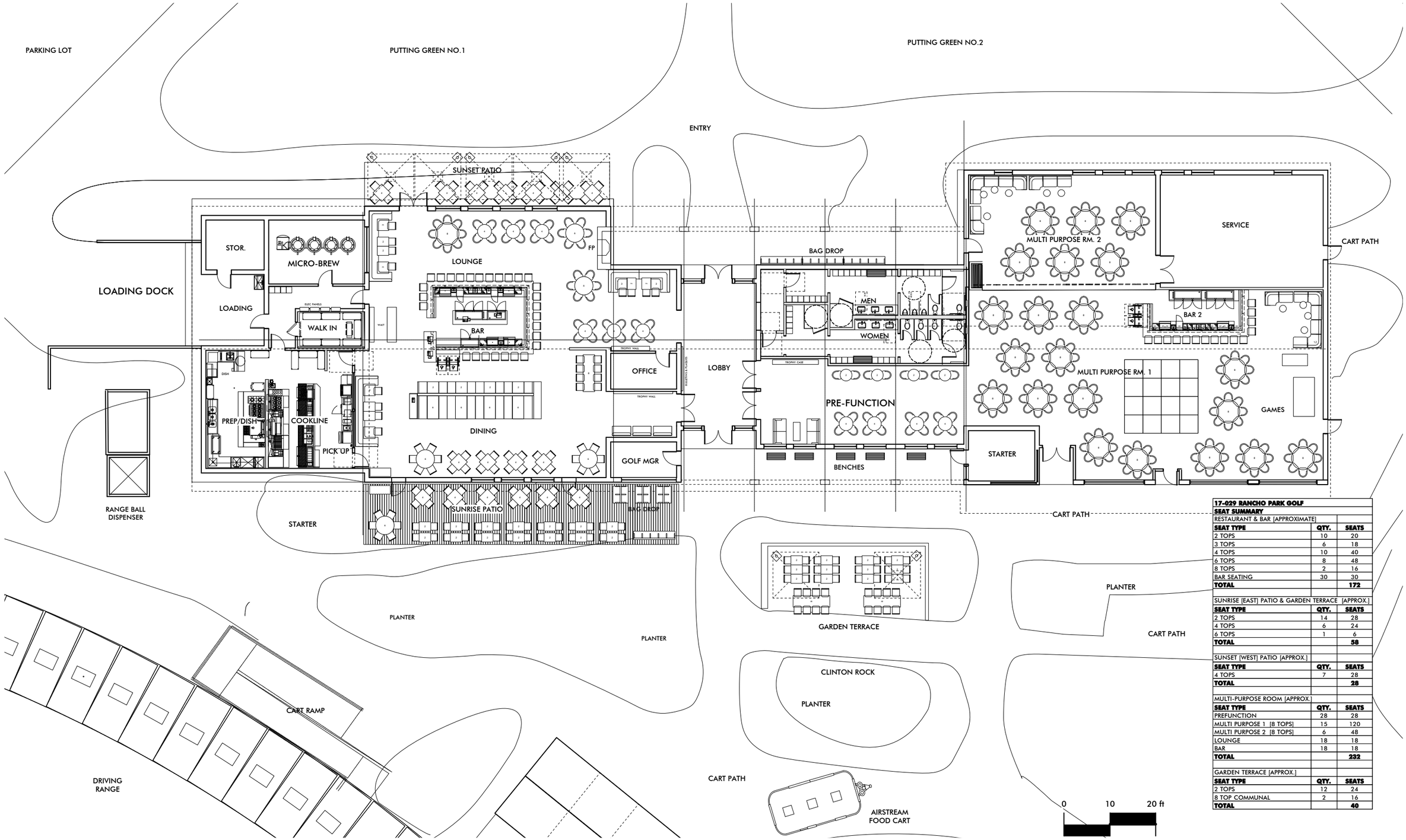
RANCHO PARK GOLF COURSE

10460 W. PICO BLVD., LOS ANGELES, CA 90064

DEVELOPMENT PLAN

SITE PLAN

SCALE: NTS
2 February 2018



17-029 RANCHO PARK GOLF		
SEAT SUMMARY		
RESTAURANT & BAR [APPROXIMATE]		
SEAT TYPE	**QTY.**	**SEATS**
2 TOPS	10	20
3 TOPS	6	18
4 TOPS	10	40
6 TOPS	8	48
8 TOPS	2	16
BAR SEATING	30	30
TOTAL		**172**
SUNRISE [EAST] PATIO & GARDEN TERRACE [APPROX.]		
SEAT TYPE	**QTY.**	**SEATS**
2 TOPS	14	28
4 TOPS	6	24
6 TOPS	1	6
TOTAL		**58**
SUNSET [WEST] PATIO [APPROX.]		
SEAT TYPE	**QTY.**	**SEATS**
4 TOPS	7	28
TOTAL		**28**
MULTI-PURPOSE ROOM [APPROX.]		
SEAT TYPE	**QTY.**	**SEATS**
PREFUNCTION	28	28
MULTI PURPOSE 1 [8 TOPS]	15	120
MULTI PURPOSE 2 [8 TOPS]	6	48
LOUNGE	18	18
BAR	18	18
TOTAL		**232**
GARDEN TERRACE [APPROX.]		
SEAT TYPE	**QTY.**	**SEATS**
2 TOPS	12	24
8 TOP COMMUNAL	2	16
TOTAL		**40**

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RANCHO PARK GOLF COURSE

10460 W. PICO BLVD., LOS ANGELES, CA 90064

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DEVELOPMENT PLAN

FURNITURE PLAN

SCALE: NTS
2 February 2018

FAREWAYS GRAB & GOLF STAND AND HALFWAY CAFÉ

(Located between the main building & driving range and the current Halfway Café at the 9th hole)

Serious golfers may be focused on the task at hand, but for most, a round of golf is about much more than the game – fresh air, time with friends, a drink at the ninth hole, and "earning" a decadent treat by forgoing the cart. Fareways is dedicated to delivering these added pleasures to golfers right on the course. Sunrise rounds start easier with fresh espresso, cold-pressed juice and decadent pastries, while afternoon rounds turn into happy hour with microbrews, wine & cocktails accompanied by hot snacks and hearty meals.

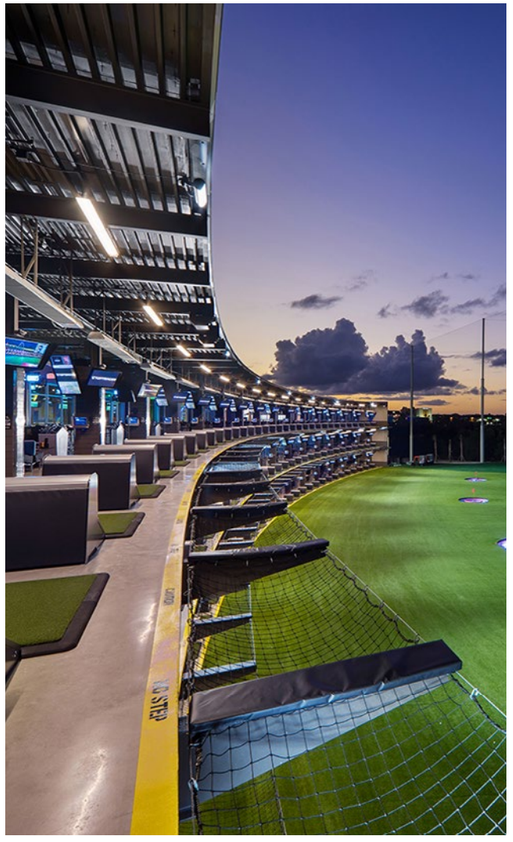
Fareways Grab & Golf 6:00am-6:00pm (5:00am in the Summer)
Fareways Half Way Cafe 8:00am-6:00pm (7:00am in the Summer)
Fareways Mobile Cart- 9:00am-5:00pm (8:00am in the Summer)

FARE FIT FOR FAIRWAYS! Fareways' Grab & Golf is a quick service snack-bar dishing out food with integrity. Our mission is to serve food that fuels your best game through out the day! While the golf course is often considered one of our "happy places", the fare available often leaves a lot to be desired. The food we eat dictates the way we feel and our performance on and off the course. Offerings like smoothies, cold pressed juice, and breakfast classics complimented by espresso and coffee beverages. Delicious sandwiches, salads, in addition to golf course staples like hot dogs and "half smokes"!

Our commitment to food with integrity served quickly and conveniently is the Fareways Grab & Golf guarantee. We also serve a host of craft beer, cocktails, snacks as well as refreshing non-alcoholic beverages. Farewell!

HIGHLIGHTS OF OUR BUSINESS MODEL AND SERVICE STYLE:

- Delicious and internationally inspired meals and snacks designed to be portable and pleasing to the palate.
- Hot & cold food and snack offerings.
- Coffee, Espresso, Smoothies and Cold Pressed Juice.
- Daily fresh baked pastries from Chef Elia's award winning recipes.
- Beer, Wine and Cocktail Service



CONCEPT IMAGES FOR INSPIRATION

FAREWAYS

GRAB & GOLF STAND

BREAKFAST BURRITO *8*
BREAKFAST SANDWICH *8*
HAM & CHEESE CROISSANT *7*
GREEK YOGURT *4*
OVERNIGHT OATS *7*
SEASONAL SMOOTHIES
COLD PRESS JUICE
COFFEE
ESPRESSO
TUNA SALAD SANDWICH *11*
TURKEY & PROVOLONE PESTO SANDWICH *9*
HAM & GRUYERE W/ DIJON SANDWICH *9*
BBQ BRISKET SANDWICH *11*
CARNE ASADA BURRITO *9*
FRITO CHILI PIE *8*
BACON WRAPPED HOT DOG *5*
HALF SMOKE *5*

HALFWAY CAFÉ

BUFFALO WINGS 6 wings/*8* 12 wings/*14*
Sriracha Butter and Garlic Sauce, Blue Cheese Dressing, Carrots, Celery

TRIO OF SLIDERS *12*
Grassfed Beef, Gruyere, Caramelized Onion, Thousand Island

STREET TACOS 3 tacos/*12*
Corn Tortillas, Carne Asada, Onion, Cilantro, Guajillo Salsa

CHILI BOWL *9*
House Ground Chuck, Pinto Beans,Peppers, Onions, Parsley, Cumin

CHIPOTLE CHICKEN QUESADILLA *11*
Grilled Mary's Chicken Breast, Monterey Jack, Chipotle Salsa, Sour Cream

FRITO CHILI PIE *8*
Fritos, Housemade Chili, Cheddar, Red Onion

BACON WRAPPED HOT DOG *8*
Grilled Onions & Peppers, Mustard, Mayo, Ketchup

HALF SMOKE *8*
Smoked Sausage, Housemade chili, Cheddar, Onions

SEASONAL SMOOTHIES, COLD PRESS JUICE, COFFEE, ESPRESSO

MOBILE CART

Bottled Beers
Shots & Cocktails

CHIPS & GUACAMOLE *5*
GRANOLA/PROTEIN/ENERGY BARS *2*
HUMMUS WITH RAW VEGGIES & PITA *6*
TUNA SALAD SANDWICH *11*
TURKEY & PROVOLONE PESTO SANDWICH *9*
HAM & GRUYERE W/ DIJON SANDWICH *9*
ASSORTED CHIPS *2*
ROASTED PEANUTS *2*

SEASONAL SMOOTHIES
COLD PRESS JUICE
COFFEE
ESPRESSO

FAREWAYS GRAB & GOLF MOBILE CART

• Custom made beverage cart offering snacks, cold sandwiches, salads, pastries, coffee, refreshments, beer, wine and cocktails.
• Delivery of quality hot food is being explored for feasibility.

THE RANCHO ROOM PRIVATE EVENT SPACE

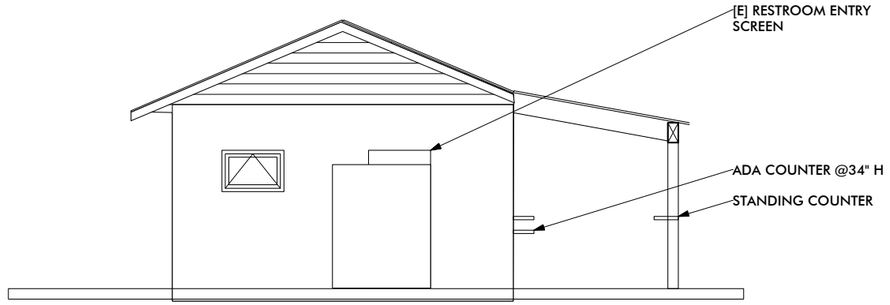
(final phase of construction)

The lush oasis of Rancho Park makes it as much a destination for private events as it is for drinking and dining at the Tavern. Rather than disrupt our regular guests, we'll create an exclusive space that offers a warm welcome to celebrations and events throughout the year. We'll activate the space with a series of events that build interest in the Tavern and golf course alike. With flexible spaces, its own plating kitchen and a view of the park's lush greenery, the Rancho Room will become one of the area's hottest event destinations.

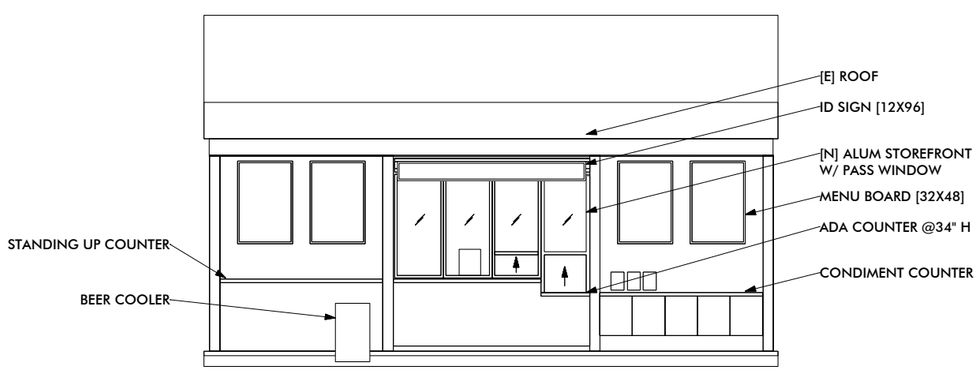
- Crews proposes to repurpose the current pro shop and locker rooms into a multi-purpose meeting and event space. The room will also play host to the on-going event calendar curated by our team.
- Ideal for weddings, corporate events, anniversary parties and the likes.
- Room capable of separating into three (3) separate areas of space with a partition wall.
- Separate service prep kitchen to support the event based business without disrupting normal restaurant operations

DRIVING RANGE
& FAREWAYS STAND

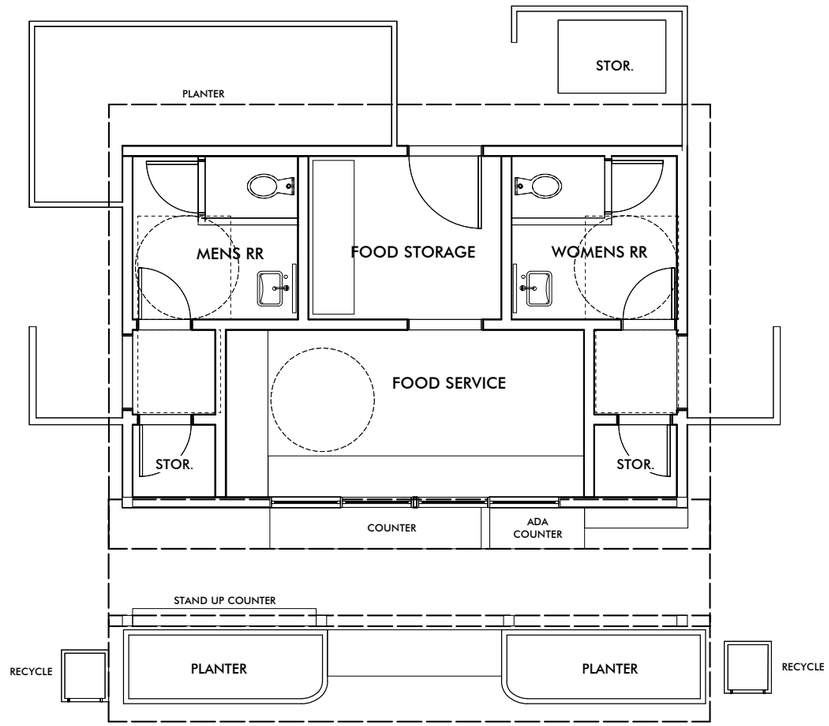
FAREWAYS
HALFWAY CAFÉ



SIDE ELEVATION



FRONT ELEVATION



PLAN

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RANCHO PARK GOLF COURSE

10460 W. PICO BLVD., LOS ANGELES, CA 90064

HALFWAY HOUSE

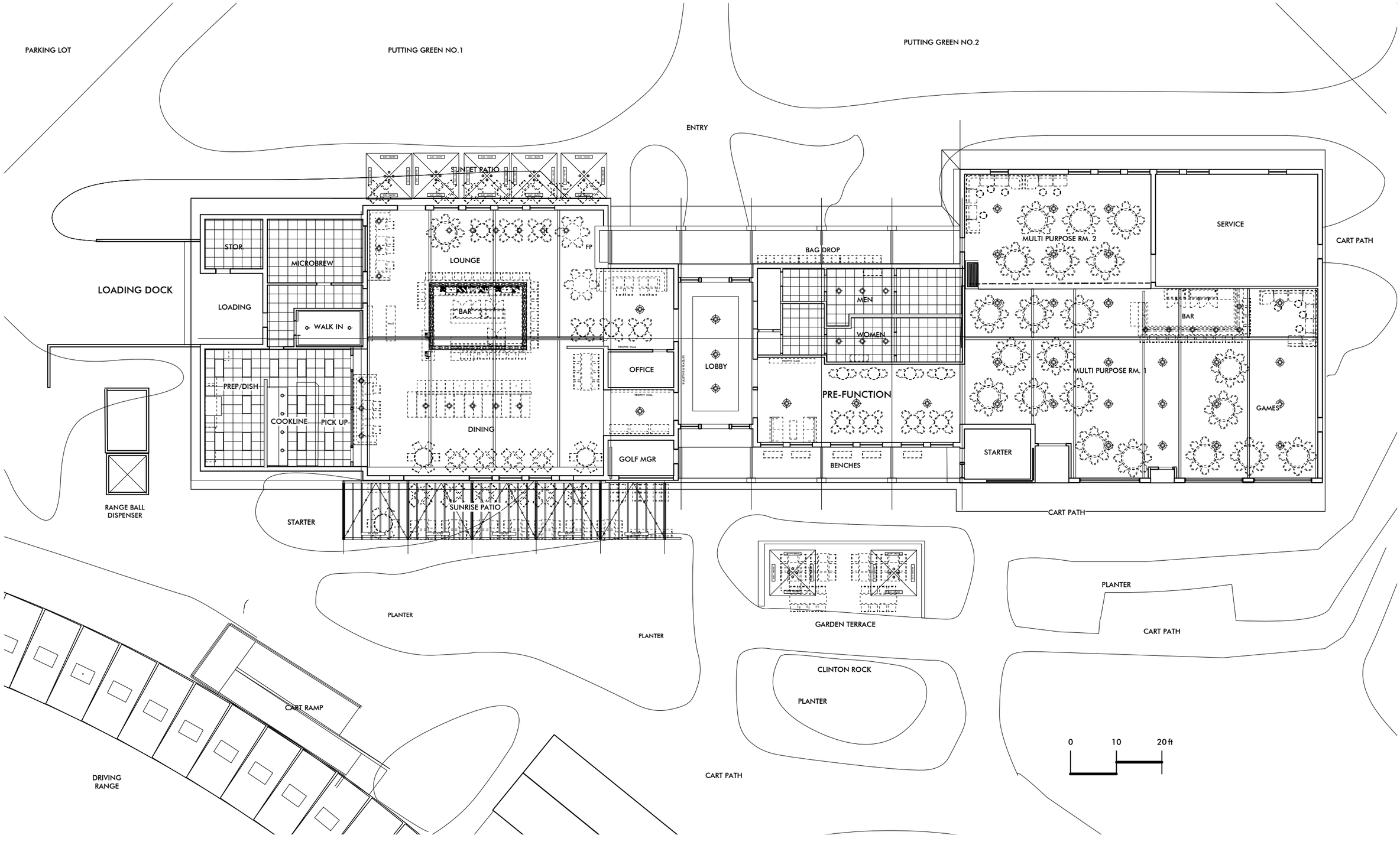
FLOOR PLAN & ELEVATIONS

SCALE: = 1'-0"
2 February 2018

THE RANCHO ROOM
EVENT SPACE

THE RANCHO ROOM
EVENT SPACE
(TO BEER GARDEN)

OUTDOOR
EVENTS
(EVENING CINEMA)



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DEVELOPMENT PLAN

REFLECTED CEILING PLAN

SCALE: NTS
2 February 2018

RANCHO PARK MICROBREW

• Four (4) Micro Brews crafted on premise for consumption.
• Brews eventually available for purchase and serving at other local restaurants and bars offering additional revenue for the City of LA Department of Recreation and Parks.
• First of its kind - sure to draw excitement and media buzz!

PARTNERING WITH CEDD MOSES AND 213 HOSPITALITY

Cedd Moses, is the founder and chief executive of 213 Hospitality group, who operates some of the hippest cocktail lounges in downtown Los Angeles, including Seven Grand Whiskey Bar, the Golden Gopher, Arts District Brewing Company and the Broadway Bar. His conversion of dilapidated empty buildings to hip bars has contributed to the revitalization of the downtown area and helped promote an emerging craft cocktail culture in Los Angeles. "People thought I was crazy," Moses said. "I was making a good living at the time, but I left to go pour drinks on skid row."

Moses started in the hospitality business on the Westside of LA and after tired of having to go to Hollywood to have a great drink, Moses and his buddy decided to fix the problem themselves. With $25,000 each, they opened Liquid Kitty in West LA. Moses refined the bar into what he liked: low-key lighting, robust underground music selection and martinis that nearly knock customers off their bar stools. "Even back then, I wanted a bar that was less trendy and more timeless," Moses said. It was an immediate hit!

Cedd Moses is currently brewing craft beer in Los Angeles today at his popular Arts District Brewing. Arts District Brewing Company, one of Los Angeles' few craft brewpubs, opened December 2015 in Downtown LA's historic Arts District. With an on-site, 15-barrel brewhouse capable of producing 3,300 barrels of beer each year, Arts District Brewing Company debuted with nine original beers and now offers 30+ all brewed on-site, ranging from golden ales to stouts to IPAs. The 17,000 square-foot space also features a full bar with a sprawling main room which can house as many as 500 guests, an outdoor patio with a capacity of 120, and a private room with its own private bar, patio, and A/V. The brewpub also includes an expansive entertainment area with a photo booth and multiple classic bar games available, including pinball and 15 restored vintage Skeeball machines. Food from chef Neal Fraser's Fritzi Coop is also available via a take-out window connected to the restaurant.

With two other "Brewpub" projects underway, his latest space to open at a historic gem is at Harvey House room inside Union Station, which has been vacant since 1967. Revitalizing historic locations is what Cedd Moses and his team specialize in and will partner with Crews to develop, implement and oversee the on-sight brewing at Tavern at Rancho Park.

EXAMPLES OF ONSITE CRAFT BREWED BEER MENU CURATED BY CEDD MOSES

CAPITAL IMPROVEMENT PLAN

On the following pages you'll find The Tavern at Rancho Park, LLC proposed capital improvements details:

I. Summary Description of Planned Improvements
a. Design & Décor/Ambiance and Furnishing Description
b. Construction Scope of Work Narrative
c. Kitchen Equipment Schedules & Cut Sheets
II. Facility Illustrations / Renderings
III. Facility Layouts & Plans
IV. Point of Sale & Wifi Locations
V. Capital Improvement & Midterm Refurbishment Budget(s)
VI. Capital Financial Plan
VII. Construction Schedule & Phasing Plan

I. SUMMARY DESCRIPTION OF PLANNED IMPROVEMENT

Crews and The Tavern at Rancho Park, LLC team are perfectly positioned and prepared to exceed the minimum required capital improvements in the first two (2) years of the contract. The descriptions on the following pages outline in detail the proposed new construction, reconfiguration, and ascetic upgrade of the main restaurant seating and lounge area, main lobby, restrooms, point of sale locations, installation of outside food cart/stand and conversion of locker room/pro shop into a banquet hall.

OUTLINE SCOPE OF WORK

PROJECT

RANCHO PARK GOLF COURSE
FOOD SERVICE CONCESSION
10460 W. Pico Boulevard, Los Angeles, CA 90272

CLIENT

CREWS 1972
1924 E. Maple Ave., Suite B, El Segundo, CA 90245

ARCHITECT

RALPH GENTILE • ARCHITECTS
California License C-23538
548 South Bronson Ave., Los Angeles, CA 90020

PROJECT NARRATIVE

This project is a Leasehold Improvement for the existing Clubhouse and Halfway House at the Rancho Park Golf course, one of the municipal golf courses in Los Angeles.

The purpose of this outline is to generally describe the extent of the work proposed for clarification and bidding purposes only. Actual construction of the Project shall be from approved and permitted Construction Documents and Specifications only. This project is part of a Request for Proposals [RFP] from Los Angeles Recreation and Parks incorporated in the scope.

PROJECT DATA

Gross Building Area [Approx]

CLUBHOUSE	
Original Offering Interior area	5,580 SF
Additional Proposed* Lobby and PDR Interior*	6,445 SF
Additional Proposed* Exterior 'Sunrise Deck' area	890 SF
Additional Proposed* Exterior 'Sunset Patio' area	510 SF
Additional Proposed* Exterior 'Beer Garden' area	600 SF
HALFWAY CAFE	
Original Offering Interior area	475 SF
Additional Proposed* 'Airstream16' Mod Food Trailer	128 SF

* Additional Proposed areas are scope outside of the original scope of the RFP however intended to be developed to broaden the hospitality experience for the guest.

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OUTLINE SCOPE OF WORK

GENERAL CONDITIONS

The General Contractor (GC) shall be responsible for all general conditions of the project and shall comply with all City of Los Angeles and Governmental regulations governing the work. In particular, the Contractor shall visit the site before bidding to thoroughly inspect existing structure and site and become familiar with any and all site conditions that may affect the scope of work. The Contractor will also comply with all Landlord's Tenant requirements and terms of the Tenant's agreement with the Landlord.

General conditions shall include but not limited to: temporary facilities; temporary power and telephone; weather enclosures and front entry/ host area protection (if required) project cleanup during and after construction; and all those services normally required for a project of this size. Confirm with Landlord all conditions for construction and make all necessary arrangements to complete the work within the parameters of the lease, tenant project requirements and City regulations including any necessary AQMD notifications.

All work shall be done with the minimum disruption to the adjacent tenants and following the Landlord regulations for tenant improvements. The Contractor shall review the Landlord work and confirm all work has been done to an agreed upon level. By accepting the space on behalf of the tenant at the start of construction the Contractor assumes all additional work necessary to bring tenant space to certificate of occupancy.

Please note that the Landlord is the City of Los Angeles, Department of Recreation and Parks and as such, has specific construction rules and requirements which are incorporated as part of these bid documents. In addition the Landlord requires the use of certain subcontractors, materials or vendors as noted on the cover sheet and in the documents.

DEMOLITION

The Contractor shall remove from the site and dispose of in an approved manner all materials and debris as shown on the demolition plans and as can be reasonably inferred to complete the building improvements as shown on drawings. Coordinate removal of interior ceiling elements with structural engineer and architect.

Any hazardous materials or substances such as asbestos or PCB's shall be disposed of by professional subcontractors licensed to do such work. No such materials have been recognized or identified at the subject property however the Contractor shall inspect the site and inform the Landlord and Architect of any such materials or hazards prior to demolition or construction.

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OUTLINE SCOPE OF WORK

SITE WORK

Civil and Landscape Design are forthcoming or by others. For the purposes of this scope the GC can assume that no new grading will be required near the existing Clubhouse building, Halfway house or the Driving range.

Landscape improvements such as demolition and removal, new planting, irrigation and controls, site furniture and landscape lighting by others.

For the purposes of this scope the GC can assume that the POC for domestic water, hot water, sanitary sewer, grease interceptor, and grease waste sewer connections to the Clubhouse and Halfway House are adequate or by others.

For the purposes of this scope the GC can assume that the POC for electrical power and data is within the existing buildings and no upgrade is required. See Electrical for additional scope including new parking lot illumination.

CONCRETE

NO formal civil or structural evaluation of site, foundations, soils, or building structure has been completed at this time. GC to inspect existing structure and foundations for evidence of failure or cracking and report to owner.

Provide for new concrete foundations for Sunrise [east] deck and new conc. slabs for Sunset [West] patio.

New parking lot light standards 2'x2'x3'D reinforced concrete footings, typical.

STRUCTURE & FRAMING

The existing building is a 1-story Type III-A building with on-grade surface parking. Exterior walls are masonry and the interior walls and roof framing are all wood.

All new interior partition walls shall be metal stud construction and of the required thickness needed to incorporate the mechanical or plumbing systems per code. New soffits shall be braced to accommodate concealed lighting and mechanical as shown in the drawings.

Provide 5/8" GWB fireproofing or of the necessary thickness needed to meet current code on any exposed structural steel framing.

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OUTLINE SCOPE OF WORK

ARCHITECTURAL METALWORK

Provide all miscellaneous steel tube supports in partition walls, sheet metal backing and framing connectors as required.

All surfaces to be sanded, primed and powder-coated to match Architects' approved sample. Where practical the GC is directed to use only 'marine grade' coatings and finish systems.

WATERPROOFING

Provide elasto-meric waterproofing membrane in all 'wet areas' and as shown on plan including bar, kitchen, public restrooms, locker rooms, dish rooms, prep areas, walk in refrigerators, employee restrooms, janitor closets, snack bar, water feature and any other area where water is present.

INSULATION

The building must conform to the current Title 24 Energy Requirements for new commercial structures. This generally means that the wall system must achieve a minimum of R-19 rating and the roof system a R-30 rating as required by code.

In addition, adjacencies to traffic has required us to include additional sound insulation strategies for all exterior walls. Provide additional sound bat insulation in any new exterior walls and in all interior walls between public and locker room, restroom, or back of house areas.

ROOFING

Existing Club House has a clay 'Spanish' tile roof over wood framing, with metal flashing, gutters and downspouts. GC to inspect, patch and repair by others. GC to provide allowance for additional roof penetrations and roof mounted equipment if required.

Existing Halfway House has composition tile shingles over wood framing with metal flashing and downspouts. GC to inspect, patch and repair by others. GC to provide allowance for additional roof penetrations and roof mounted equipment if required.

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OUTLINE SCOPE OF WORK

DOORS AND HARDWARE

Provide new exterior metal doors, frames and hardware to match existing where shown on plan as new. Provide all necessary glazing, locking hardware, panic hardware, sound seal weather-stripping, threshold and closers as required.

Provide new interior wood doors, frames and hardware. Provide all necessary hardware, door seals, sliding door hardware, and closers as required.

All hardware finish to be bronze to match existing.

ROOM DIVIDER SYSTEM

Provide folding partition system for the meeting rooms by Modernfold or approved equal. All work from approved shop drawings and submittals.

WINDOWS

Provide new to match existing or approved equal. Provide all necessary hardware including bronze window screens where required by health code.

All glazing to be 1" dual glaze insulated glass unit with solar control low-e and solar bronze custom bronze tint. Provide impact-resistant interior glass and laminated exterior glass required by code.

EXTERIOR BRICK FINISH

Clean, inspect and repair existing exterior brick walls. Paint new color and texture to match Architects' approved sample.

Where [E] Interior brick walls are to be exposed, remove interior finishes and clean surfaces. Stain and seal brick to match Architects' approved sample.

GYPSUM WALL FINISH SYSTEM

New interior walls and ceilings to be fire-rated 5/8" Type 'X' gypsum moisture-resistant wallboard finish system IN ALL AREAS with all required trim to achieve a Level 5 finish throughout. Provide water-proof [WP] gypsum wall board in all wet areas [floor and ceiling] and where required by code.

Provide Dens-glass or Dura-rock tile backer board behind all tile surfaces and wet areas; a minimum 12" high in all kitchen areas and within 24" of all wet areas, dishwashing equipment, prep sinks, typical.

Exterior ceiling and soffits to be or similar exterior wall board system painted to match approved colors.

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CONCRETE FLOOR FINISH

Score and stain according to Architect's approvals, and seal with slip-resistant approved sealer. Provide stain sample prior to installation, all work to match approved architect's sample. Provide new concrete sealer in all exposed areas to meet Health Dept. code. Refer to A0.17 for sealer options.

Where leveling or topping of existing structural concrete slab is required provide smooth transitions between floor finishes using new self-leveling concrete system. All work to achieve a smooth transition between existing floor surfaces and new flooring materials with depressions as required.

CERAMIC TILE

Provide new ceramic floor and wall tile in entry, restaurant, bars, micro-brewery, restrooms, locker room and select kitchen, wait areas and as shown in finish plan and rebnderings. Provide all necessary trim pieces as suggested by manufacturer or metal trim by Schluter as required.

Provide approved tile backer board such as Dura-rock for all tiled areas and as shown in renderings. Provide colored epoxy grout to match approved sample.

All floor tile, grout and stone to be sealed with Miracle 511 IMPREGNATOR sealer or approved equal per manufacturer's instructions, three coats minimum.

ACOUSTIC CEILING SYSTEM

Provide new 2x4 washable vinyl acoustic ceiling tile system in white by Armstrong or approved equal in the as shown on plans and required by Health code. Provide all necessary track and support including slip track at walls and building expansion joints. Provide seismic bracing including tie wires and struts, and light fixtures attachments as required by code.

Provide Phonstop 2" acoustic ceiling tile system by Pinta or approved equal in the Restaurant and Meeting rooms soffit areas as shown in ceiling plan. Provide all necessary track and support including slip track at walls and building expansion joints. Provide seismic bracing including tie wires and struts, and light fixtures attachments as required by code.

FIBERGLAS REINFORCED PANEL SYSTEM

Provide Fiberglas Reinforced panels [FRP] as indicated for kitchen walls, prep, and back of house areas to a height of 9'-6" AFF as required by Health Department and as shown on FSEC drawings. Provide FRP to bar area die walls and underside of interior bar counters. Provide all trims, transitions, and accessories as required.

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PAINT FINISHES

All new exterior and interior colors and finishes shall be by approved manufacturer formulated for the surface or material to which it is to be applied. All colors and finishes to match samples approved by the City of Los Angeles and Architect. Minimum one primer coat and two finish coats for all paint finishes.

Any new architectural metal, exterior paneling, awning or sign elements to be shop finished or powder-coated to match Architect's approved samples.

All new and existing interior surfaces including walls, trim, and existing ceiling to be cleaned, primed and painted. Sandblast, stain and seal exposed wood framing and truss members where exposed.

All new cabinetwork to be prepared, sanded and stained or painted per approved Interior Finish Schedule. All exposed surfaces to be finished and match Architect's approved samples.

Restroom areas and Food Service Areas to receive approved washable paint finishes light in color per Health Code to match Architect's approved samples. Finish all under-counter surfaces.

AWNING/UMBRELLAS

GC to provide all required foundations, blocking, supports and underground electrical connections for mounting and installation of awnings and umbrellas as shown on plans. Note electrical requirements for umbrella heaters and lighting.

SIGNS
Provide complete sign package for code, directional and way-finding signs as design-build. See architectural drawings for all code required signs.

Provide allowance for new restaurant monument sign at entry and other branded messaging on building.

MILLWORK

Provide new built-in cabinetwork as shown on plans and per Millwork schedule. Refer to separate Millwork Schedule for all millwork pieces noted as MW-XXX on plans and interior elevations. Provide cost breakdown per MW-XX item spreadsheet included.

All millwork to be American Woodworking Institute [AWI] 'PREMIUM GRADE' custom architectural cabinets. New millwork to be vertical grain White Oak with solid hardwood and veneer materials to match unless noted otherwise. Where exotic veneers are specified provide book-matched and sequential as noted.

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Cabinet interiors to be AWI-approved MDF with white melamine finish as required by Health code. All work to be shop-finished to match finish sample approved by Architect. All surfaces to be finished whether or not visible to the public.

Provide a minimum of four [4] preliminary range finish samples and two [2] final finish samples for Owner review and approval.

Cabinet hardware to include high-quality concealed European type hinges [Hafele, Blum or equal], full extension ball-bearing drawer glides [Grant, Accuride or equal]. Provide high-quality locking hardware for all cabinets doors and drawers. All pulls and knobs by Owner, installed by contractor.

GC to provide fully-detailed shop drawings in CAD format based on architectural drawings. Where stone shop drawings are required, provide as part of the millwork package.

Provide for coordination, backing and installation of ALL millwork items and shelving as shown on plans. Where stone, tile, lighting, power or equipment by others is shown as part of the millwork, provide necessary coordination for required clearances, power and ventilation.

Architect to supply all necessary manufacturer data sheets prior to shop drawings. GC to coordinate electrician and millwork contractor for all wiring, access panels and connections.

All work from field-verified measurements, GC-provided and Architect-approved shop drawings, and from approved material and finish samples only.

FIRE/LIFE SAFETY, FIRE SPRINKLER SYSTEM, FIRE EXTINGUISHERS

Provide fire/life safety system for complete project site as required by code.

Provide a minimum of ten [10] new fire extinguishers in semi-recessed cabinets. Location and type as directed by Fire Marshal and approved by Architect

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FOOD SERVICE EQUIPMENT

All Food Service equipment is by Owner or others. Included in this scope of work is backing, plumbing, mechanical and electrical connections, concrete curbs and pads, and required floor sinks shown on FSEC and MP&E drawings. Coordinate all natural gas, power, low voltage controls, water and sanitary drain requirements for proposed equipment layout.

Contractor shall fully review FSEC drawings to be completely familiar with the work. Certain coordination in construction sequencing and installation is required due to physical dimensions and installation requirements of this equipment. Include in costs all necessary coordination and staging to complete the work.

Provide allowance for on site food service from an 'AIRSTREAM16' modified to a food trailer.

FURNISHINGS & DECORATIONS

All interior furnishings such as chairs, tables, and decorative items supplied by Owner. Include with millwork costs all necessary trim and casing to provide neat appearance of installed items. Provide allowance for solid blocking where needed for any wall-mounted items.

MECHANICAL/HVAC

Mechanical HVAC scope of work includes but not limited to the following:

1. Inspect and test existing HVAC units, distribution, controls and filters.
2. Existing HVAC system to remain. Provide new distribution, controls and exhaust for tenant improvement areas. Rework zones to separate former service area from the new tenant spaces.
3. Reconfigure or provide new kitchen exhaust [KE] and make up air [MUA] for new kitchen configuration.
4. Provide for ventilation of micro-brewery and new locker rooms/restrooms.

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PLUMBING

Plumbing scope of work includes but not limited to the following:

1. Confirm point of connection [POC] for water, Gas and sanitary and grease waste sewer and confirm capacity.
2. Provide and install separate meter for landscape irrigation.
3. Clean and inspect [E] domestic hot, cold and return water piping to existing service as shown on plans with associated valves, unions, backflow preventer, trap primers, water hammers arrestors and pipe insulation.
4. Clean and inspect [E] waste and vent system including clean outs and grease lines to new grease interceptor provided by landlord.
5. Clean and inspect [E] domestic hot water equipment including gas water heater, pump, unions, valves, mixing valves where required by code, aqua stat and time clock.
6. Clean and inspect [E] condensate and relief discharge from air conditioning units, water heater and backflow preventers.
7. Clean and inspect [E] plumbing fixtures including trap arms, fixture p-traps, angle stops and all associated connections.
8. Clean and inspect [E] gas piping to kitchen equipment, install regulator and related piping as shown on plans to point of connection by landlord.
9. Clean and inspect [E] new PCU including all drain connections.
10. Provide cost for new fire department connection and automatic fire sprinkler system throughout clubhouse with retrofit or concealed heads.

ELECTRICAL

Electrical scope of work includes but not limited to the following:

1. Confirm existing multiple electrical services as required by utility companies.
2. Inspect existing ground mounted transformer and service panel and replace if required.
3. Inspect existing main feeders (copper conductors and conduits).
4. Provide and install new exterior architectural, deck and site lighting package.
5. Provide and install new interior architectural lighting package. Install only for owner supplied decorative lighting package.
6. Provide and install sensor rack control system module "DRd12-48-120" complete with all required accessories with built in override switch and astronomical time clock. Install per manufacturer's instructions.
7. Occupancy sensor light switches for non-public areas including office, storage and janitor areas.
8. Provide provisions for all illuminated signs, disconnect/wiring by electrical contractor. Location and requirements by sign contractor.
9. Provide general use receptacles and wiring for all public areas including lower level for HVAC units.
10. Provide GFCI receptacles with stainless steel cover plates within kitchen, bar and outdoor patio or provide GFCI circuit breakers (verify receptacle configurations

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with kitchen consultant) and wiring to new panel board, conduit/wire sizes based on equipment ratings.

11. Provide power and wiring for remote refrigeration systems located on roof for kitchen freezer, ice machine, walk in cooler and etc. Control wiring by Refrigeration Supplier. Provide Fire Rated penetration through demising walls for refrigerant and electrical lines.
12. Provide power and fused disconnect switches for HVAC, kitchen exhaust fans, make up air and fly fans. Use HACR circuit breakers.
13. Provide and install all required wiring for the PCU system as per mechanical details, diagrams and notes.
14. Provide shunt trip circuit breaker for all outlets located under the hoods.
15. Provide point of sale [POS] power outlets with independent grounding if required.
16. Provide new floor/wall mounted power/data outlets at host area, wait & service stations, bar, management office and remote printers.
17. Provide and install all new exit signs and emergency lighting as required. Egress lighting to meet code requirement of at least one-foot candle minimum.
18. Provide for all power for AV/Low voltage/data systems.
19. All GFCI receptacles apply to commercial kitchen, wet locations and exterior.
20. Provide dedicated power circuits for computer, security system, cable TV, sound system, fire alarm system and telephone system. Individual systems provided by Owner.
21. Provide and install Infra-tech patio heaters and control system panels.
22. Provide sealing for any penetration to acoustical ceiling spaces.
23. Refer to reflected ceiling plans for all architectural and decorative lighting, controls and zoning.

ALARM, COMPUTER, SECURITY, CABLE TV and SOUND SYSTEM

Provide concealed conduit only for all sound system, telephone, computer, POS, cable TV and security system as required (wiring by individual vendor). Provide telephone conduit to elevator area.

Private and Public areas to have wall mounted speakers, coverage as required for even sound. Speaker system to be from a central source located and controlled in Manager's office.

Coordinate and provide required conduit for CCTV system AV consultant. Provide fire suppressor/alarm at the kitchen. Provide Fire-life safety control panel / enunciator / smoke detectors, duct detectors, strobe lights, horns and pull station is required by code.

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CONTINGENCY

Provide a minimum additional 10% cost of construction for unforeseen expenses due to the nature of tenant improvements. Contingency to be allocated to costs as mutually agreed upon between Owner, Architect, and Contractor.

INSURANCE, BUSINESS LICENSE, WORKMEN'S COMPENSATION

Contractor and all major sub-contractors to provide evidence of current Workmen's Compensation and for all insurance coverage normally required for a project of this kind as to completely indemnify the Tenant, Landlord and Architect from all claims arising from the work. The contractor shall hold and maintain a valid state contractor license and other business licenses as required by the County of Los Angeles to complete this work.

SUPERVISION, PROFIT AND OVERHEAD

All supervision, profit and overhead to be included in Contractors' fee for the work. The Contractor shall identify by name and qualifications a full time site supervisor who shall be present at the site during normal working hours and at all jobsite meetings.

Jobsite notes are solely the responsibility of the Contractor and shall be distributed no more than three [3] days after each site meeting. A current and updated schedule is to be presented at each scheduled site meeting, including a 3-week look ahead.

Contractor to provide standard hourly costs including all benefits for job supervisor, project manager, clerical and general job site labor.

In case the GC needs to replace the superintendent or project manager, the GC will add 2 (two) weeks of additional O&P to the overall construction schedule at no cost to the client.

An additional superintendent is required on site for the last 4 weeks to assist and complete all additional tasks.

BUSINESS LICENSE, INSURANCE, WORKMEN'S COMPENSATION

The Contractor and all subcontractors shall hold and maintain a valid state contractor license and other business licenses as required by the City of Los Angeles to complete this work. Contractor and all sub-contractors shall provide evidence of current Workmen's Compensation and for all insurance coverage normally required for a project of this type as to completely indemnify the Tenant, Landlord and Architect from all claims arising from the work. See City Exhibits for specific insurance and licensing requirements.

END OF SECTION

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II. FACILITY ILLUSTRATIONS / RENDERING

Crews and The Tavern at Rancho Park, LLC team are perfectly positioned and prepared to exIllustrations and renderings on the following pages depict the design and décor upgrades that will enhance the overall venue's ambiance and create an attractive environment that will create an unforgettable guest experience and drive sales.

Dead Horse Lake Golf Course
12:44PM
98°F
DEAL OF THE DAY
PARONETV
GOLF CLUBS
NOW AVAILABLE IN THE PRO SHOP
FULL IRON SETS STARTING AT $399
DRIVERS STARTING AT $150
RANCHO PARK GOLF COURSE
RESTAURANT • DRIVING RANGE
DEPARTMENT OF RECREATION & PARKS CITY OF LOS ANGELES
TAVERN

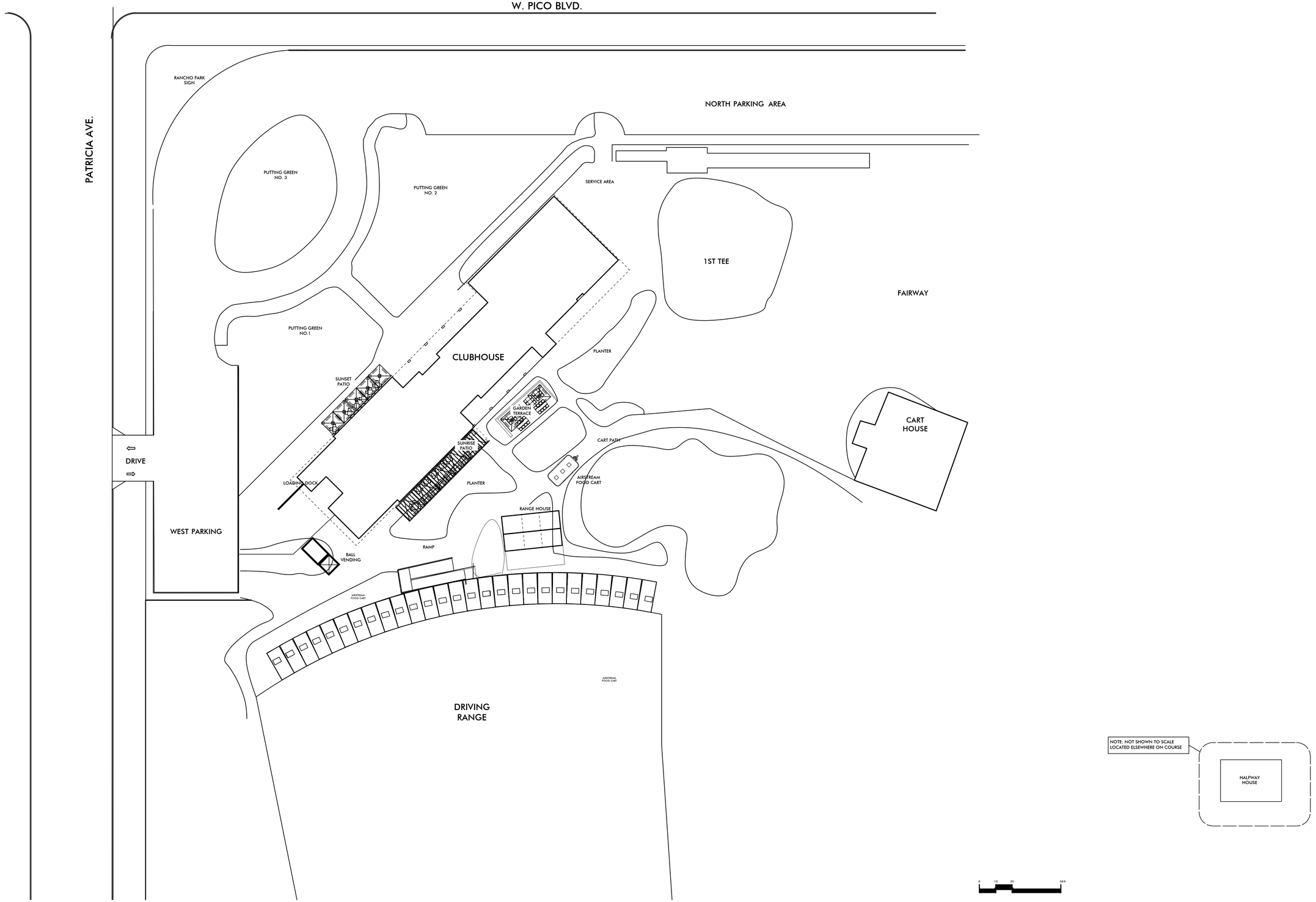
TAVERN
AT RANCHO PARK

ENTREES
served with house salad or cup of soup
BURGERS
served with house salad fries, or potato chips
GRASS-FED BEEF
with sharp cheddar, let tomatoes & caramelized
9.95
MUSHROOM SWISS BURGER
with sautéed mushroom melted swiss on a home roll 10.99
HICKORY BURGER
topped with cheddar, b smoked bacon and sauc
bacon
SIDES
SANDWICHES
served with house salad, French fries, or potato chips
PULLED PORK
with tangy barbecue sauce on an onion bun 9.50
TURKEY CLUB
roasted turkey breast, bacon, lettuce, avocado & tomato on baguette with aioli 8.00
REUBEN
corned beef, melted swiss, sauerkraut & thousand Island on marbled rye 7.95
CHICKEN SALAD CROISSANT
house-made chicken salad with lettuce & tomato on a warm, flaky croissant 7.25

KILLER LITE
COORS LIGHT
BUDWEISER
BUD LIGHT
DRAUGHT

III. FACILITY LAYOUTS & PLANS

The facility was laid out and designed in the proposed manner in order to assure our team delivers the highest caliber of build out in complex building environments with thoughtful approach to operational efficiency and maximization of the lifespan of facility and equipment.



CREWS OF CALIFORNIA

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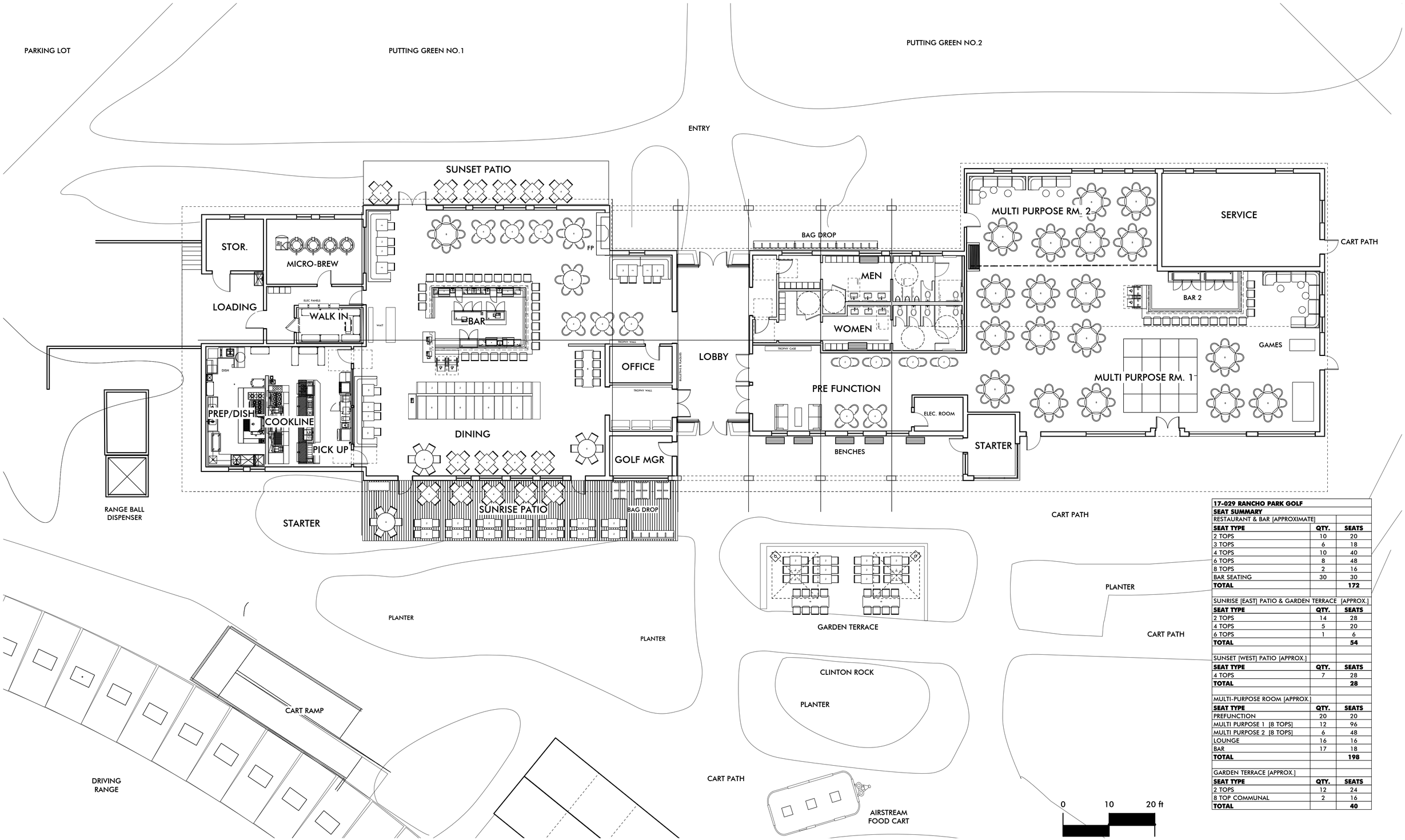
RANCHO PARK GOLF COURSE

10460 W. PICO BLVD., LOS ANGELES, CA 90064

DEVELOPMENT PLAN

FURNITURE PLAN

SCALE: NTS
20 February 2018



17-029 RANCHO PARK GOLF		
SEAT SUMMARY		
RESTAURANT & BAR [APPROXIMATE]		
SEAT TYPE	**QTY.**	**SEATS**
2 TOPS	10	20
3 TOPS	6	18
4 TOPS	10	40
6 TOPS	8	48
8 TOPS	2	16
BAR SEATING	30	30
TOTAL		**172**
SUNRISE [EAST] PATIO & GARDEN TERRACE [APPROX.]		
SEAT TYPE	**QTY.**	**SEATS**
2 TOPS	14	28
4 TOPS	5	20
6 TOPS	1	6
TOTAL		**54**
SUNSET [WEST] PATIO [APPROX.]		
SEAT TYPE	**QTY.**	**SEATS**
4 TOPS	7	28
TOTAL		**28**
MULTI-PURPOSE ROOM [APPROX.]		
SEAT TYPE	**QTY.**	**SEATS**
PREFUNCTION	20	20
MULTI PURPOSE 1 [8 TOPS]	12	96
MULTI PURPOSE 2 [8 TOPS]	6	48
LOUNGE	16	16
BAR	17	18
TOTAL		**198**
GARDEN TERRACE [APPROX.]		
SEAT TYPE	**QTY.**	**SEATS**
2 TOPS	12	24
8 TOP COMMUNAL	2	16
TOTAL		**40**

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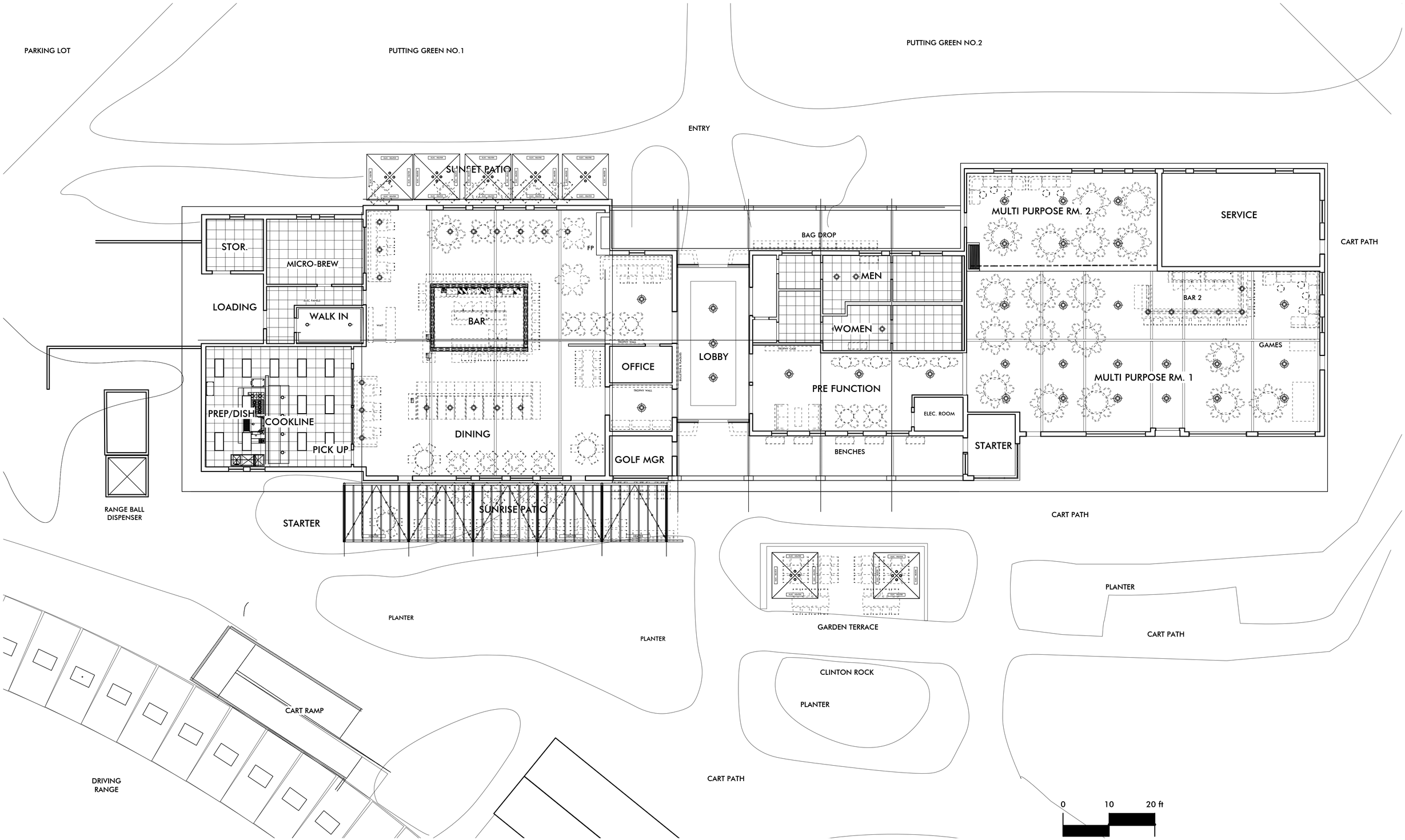
OPTION A5

FURNITURE PLAN

SCALE: NTS
20 February 2018



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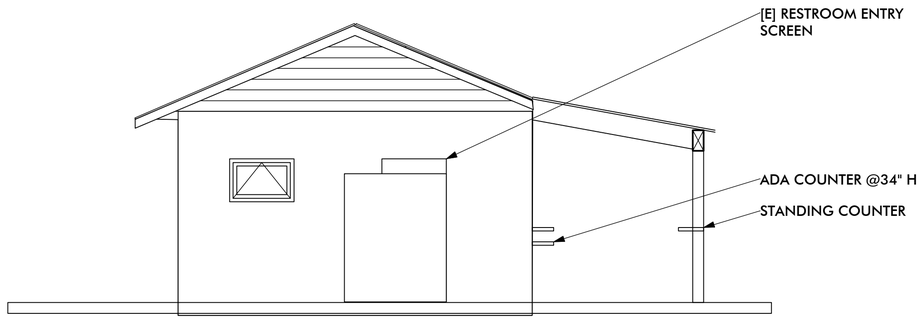
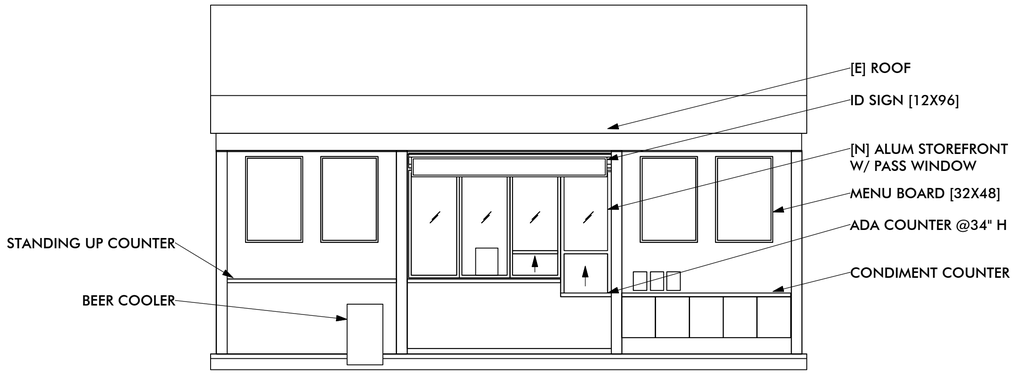
OPTION A5

REFLECTED CEILING PLAN

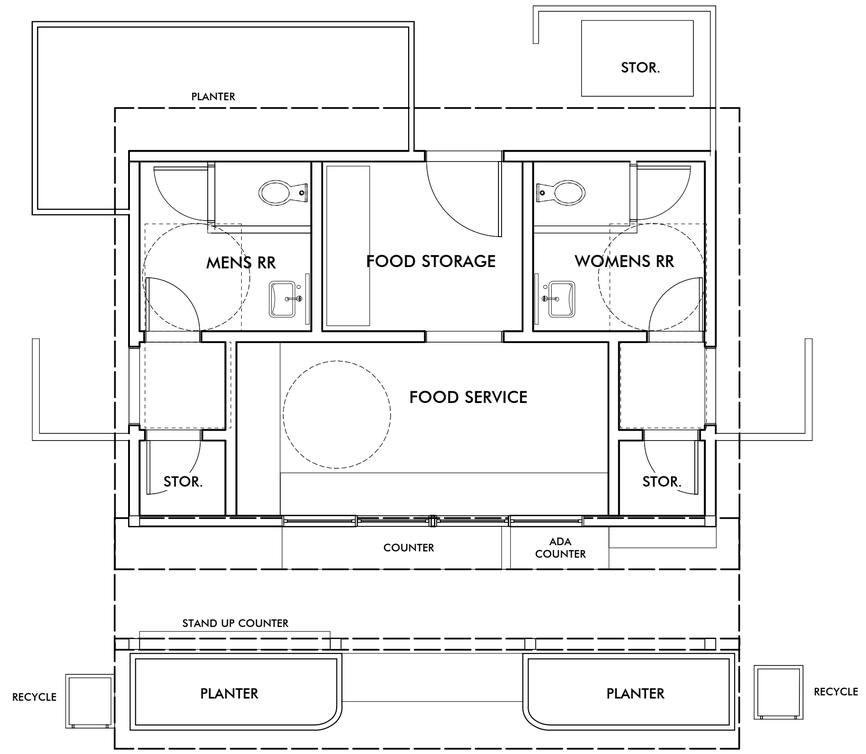
SCALE: NTS
20 February 2018



SIDE ELEVATION



FRONT ELEVATION



PLAN

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RANCHO PARK GOLF COURSE

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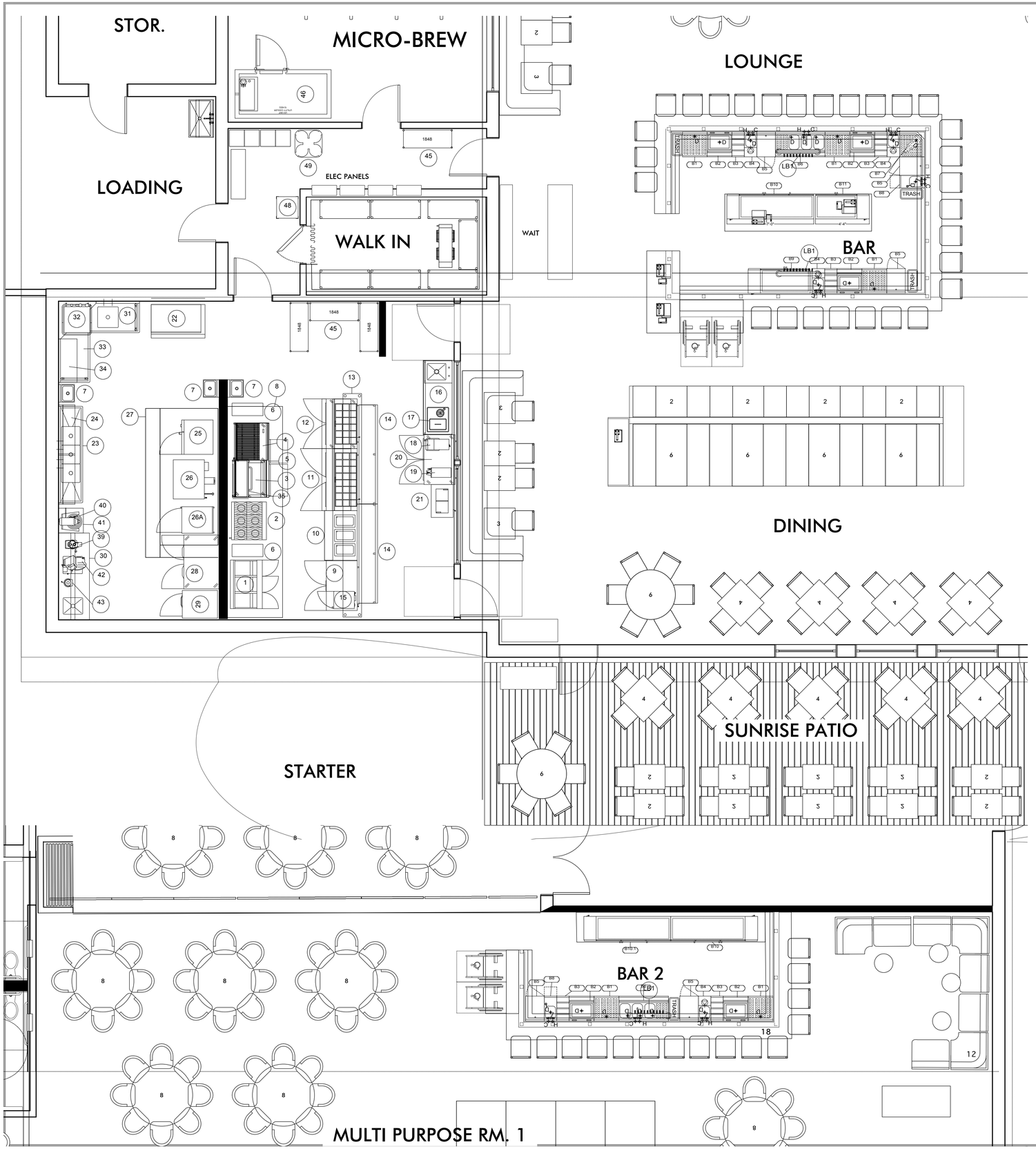
HALFWAY HOUSE

FLOOR PLAN & ELEVATIONS

SCALE: = 1'-0"
2 February 2018



EQUIPMENT SCHEDULE

ITEM NO	EQUIPMENT CATEGORY	MANUFACTURER	MODEL NUMBER
1	FRYER BATTERY, GAS	FRYMASTER	FMJ340
2	RANGE, GAS	SOUTHBEND	4362D
3	GRIDDLE, GAS	SOUTHBEND	HDG-36
4	BROILER, UNDER-FIRED, GAS, COUNTER	SOUTHBEND	HDC-24
5	REFRIGERATED EQUIPMENT STAND	CONTINENTAL REFRIGERATOR	DL60G
6	REFRIGERATED EQUIPMENT STAND	CONTINENTAL REFRIGERATOR	DL60G
7	HAND SINK	JOHN BOOS & CO.	PBHS-W-1410-P-SSLR-X
8	EXHAUST HOOD SYSTEM	CAPTIVE AIRE	--
9	WORKTOP FREEZER	CONTINENTAL REFRIGERATOR	SWF48
10	HOT FOOD SERVING COUNTER	DELFIELD	EHEI48L
11	SANDWICH/SALAD PREP REFRIGERATOR	CONTINENTAL REFRIGERATOR	DL60-24M
12	SANDWICH/SALAD PREP REFRIGERATOR	CONTINENTAL REFRIGERATOR	SW48-18M
13	DOUBLE OVERSHELVES	CUSTOM	--
14	CABINET, DISH	JOHN BOOS & CO.	4DCO4-1896
15	MICROWAVE OVEN	ACP, INC.	HDC182
16	BEVERAGE COUNTER	JOHN BOOS & CO.	4CB4R10-3072-L
17	ICE & WATER DISPENSER	DELFIELD	204
18	TEA BREWER	BUNN-O-MATIC	35700.0001
19	COFFEE BREWER	BUNN-O-MATIC	23050.0007
20	WORK TOP REFRIGERATOR	CONTINENTAL REFRIGERATOR	SW48-BS
21	ICE CREAM DIPPING CABINET	MASTERBILT	DC-2S
22	ICE MAKER W/ BIN	HOSHIZAKI AMERICA	KM-1601SAH/B-800SF
23	THREE COMPARTMENT SINK	JOHN BOOS & CO.	3PB184-2D18
24	POT RACK SHELF	JOHN BOOS & CO.	BHS1696PR-16/304
25	COMBI-OVEN, GAS	RATIONAL USA	SCC 101 G
26	DBL. CONVECTION OVEN, GAS	SOUTHBEND	GS/25CCH
26A	COOK/HOLD SMOKER CABINET, ELEC	ALTO-SHAAM	1767-SK
27	EXHAUST HOOD SYSTEM	CAPTIVE AIRE	--
28	REACH-IN FREEZER	CONTINENTAL REFRIGERATOR	2F
29	REACH-IN REFRIGERATOR	CONTINENTAL REFRIGERATOR	2RE
30	WORK TABLE [30" X 84"]	JOHN BOOS & CO.	ST6R5-3084SSK
31	DISHTABLE - SOILED	JOHN BOOS & CO.	JDTS-20-48R
32	DISHWASHER	JACKSON WWS	TEMPSTAR
33	DISHTABLE - CLEAN	JOHN BOOS & CO.	JDTC-20-48L
34	DISHTABLE - CLEAN	JOHN BOOS & CO.	JDTC-20-48L
35	GRIDDLE, GAS	SOUTHBEND	HDG-36
39	FOOD PROCESSOR	ROBOT COUPE	R2N
40	MIXER	GLOBE FOOD EQUIPMENT	SP20
41	MIXER	GLOBE FOOD EQUIPMENT	SP20
42	SLICER	BIZERBA	GSP V 1-150-GVRB
43	BLENDER	VITAMIX	5201
45	EXHAUST HOOD SYSTEM	CAPTIVE AIRE	--
46	KEG COOLER	PERLICK	US10KP
48	RACK DOLLY	METRO	CB2121C
49	DISHRACK DOLLY	METRO	PCD11
B1	UNDERBAR GLASS RACK	KROWNE METAL	KR18-GSB1
B2	UNDERBAR ICE CHEST	KROWNE METAL	KR18-24-10
B3	UNDERBAR LIQUOR DISPLAY	KROWNE METAL	KR18-12RD
B4	UNDERBAR BLENDER STATION	KROWNE METAL	KR18-12BD
B5	UNDERBAR POS CABINET	KROWNE METAL	KR18-PC18
B6	UNDERBAR SINK	KROWNE METAL	KR18-43R
B7	UNDERBAR FILLERS & DRAINBOARDS	KROWNE METAL	KR18-DRC90
B8	UNDERBAR HANDSINK W/SOAP & TOWEL DISPENSERS	KROWNE METAL	KR18-12DST
B9	BACK BAR COOLER	KROWNE METAL	BS60R
B10	BACK BAR COOLER	KROWNE METAL	BS84R
B10.1	BACK BAR COOLER	KROWNE METAL	BS84L
B11	BACK BAR COOLER	KROWNE METAL	NS52L
LB1	DRAFT BEER DISPENSING HEAD	MICRO MATIC USA	PT4A-10PSS

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REV #	DESCRIPTION	DATE

RANCHO PARK CONCESSIONS

JOB NO. :

DATE : 2.12.18

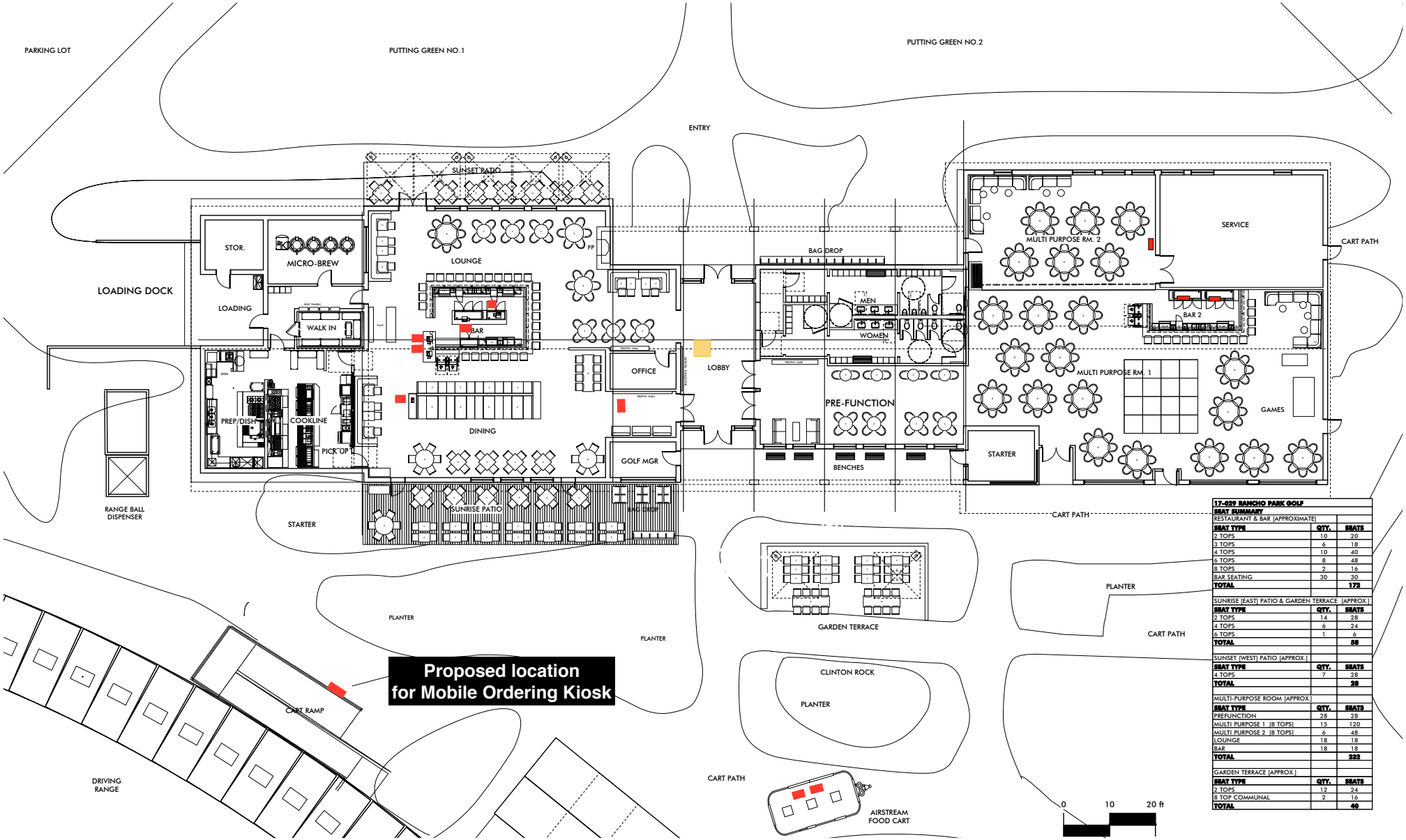
DRAWN BY : JJH

CHECKED BY : MD

SHEET No. :

IV. POINT OF SALE & WIFI LOCATIONS

Proper placement of the all point of sale equipment throughout the facility will ensure efficient ordering and production of products to ensure the best possible experience for both our guests and team members.



17-029 RANCHO PARK GOLF		
SEAT SUMMARY		
RESTAURANT & BAR [APPROXIMATE]		
SEAT TYPE	**QTY.**	**SEATS**
2 TOPS	10	20
3 TOPS	6	18
4 TOPS	10	40
6 TOPS	8	48
8 TOPS	2	16
BAR SEATING	30	30
TOTAL		**172**
SUNRISE [EAST] PATIO & GARDEN TERRACE [APPROX.]		
SEAT TYPE	**QTY.**	**SEATS**
2 TOPS	14	28
4 TOPS	6	24
6 TOPS	1	6
TOTAL		**58**
SUNSET [WEST] PATIO [APPROX.]		
SEAT TYPE	**QTY.**	**SEATS**
4 TOPS	7	28
TOTAL		**28**
MULTI-PURPOSE ROOM [APPROX.]		
SEAT TYPE	**QTY.**	**SEATS**
PREFUNCTION	28	28
MULTI PURPOSE 1 [8 TOPS]	15	120
MULTI PURPOSE 2 [8 TOPS]	6	48
LOUNGE	18	18
BAR	18	18
TOTAL		**232**
GARDEN TERRACE [APPROX.]		
SEAT TYPE	**QTY.**	**SEATS**
2 TOPS	12	24
8 TOP COMMUNAL	2	16
TOTAL		**40**

CREWS OF CALIFORNIA
6033 W. Century Blvd., Suite 1110, Los Angeles, CA 90045

RALPH GENTILE • ARCHITECTS
548 South Bronson Avenue, Los Angeles, CA 90020
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RANCHO PARK GOLF COURSE

10460 W. PICO BLVD., LOS ANGELES, CA 90064

N

DEVELOPMENT PLAN

FURNITURE PLAN

SCALE: NTS
2 February 2018

W. PICO BLVD.

PATRICIA AVE.

RANCHO PARK SIGN

NORTH PARKING AREA

PUTTING GREEN NO. 3

PUTTING GREEN NO. 2

SERVICE AREA

1ST TEE

FAIRWAY

PUTTING GREEN NO.1

SUNSET PATIO

CLUBHOUSE

PLANTER

SUNRISE PATIO

CART PATH

CART HOUSE

DRIVE

LOADING DOCK

PLANTER

RANGE HOUSE

FOOD CART

WEST PARKING

RAMP

CART PATH

DRIVING RANGE

LEGEND

= Wifi Wireless Access Points

NOTE: NOT SHOWN TO SCALE
LOCATED ELSEWHERE ON COURSE

HALFWAY HOUSE

0 10 20 50ft

N

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RANCHO PARK GOLF COURSE

10460 W. PICO BLVD., LOS ANGELES, CA 90064

DEVELOPMENT PLAN

SITE PLAN

SCALE: NTS
2 February 2018

AllSafeIT

QUOTE

Number AAAQ2550

Date Feb 15, 2018

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Your Sales Rep

Raquel Redulla
(213) 784-1959 ext 158
rredulla@allsafeit.com

Line	Qty	Description	Unit Price	Ext. Price
1	10	Cisco Aironet 3802I IEEE 802.11ac 5.20 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - Beamforming Technology - 2 x Network (RJ-45)	$898.80	$8,988.00
		For organizations paving the way for the new 802.11ac Wave 2 standard, the Cisco Aironet 3800 Series is the perfect solution. The access points go beyond getting ready for the new standard, providing the ultimate in flexibility and versatility. For large enterprise organizations that rely on Wi-Fi to engage with customers, the 3800 Series is a hands-off product that's intelligent enough to make decisions based on end-device activities and usage. This automation allows you to devote time to other pressing matters, secure in the knowledge that your Wi-Fi network is performing to its utmost potential. The Aironet 3800 Series is packed with the features and capabilities that have made Cisco the industry leader, at a price point that is ideal for managing wireless growth, capacity, and coverage gaps in dense indoor environments.		
2	1	Cisco Aironet 2504 Wireless LAN Controller - 4 x Network (RJ-45) - Rack-mountable	$1,337.87	$1,337.87
		The Cisco 2500 Series Wireless Controller enables systemwide wireless functions in small to medium-sized enterprises and branch offices. Designed for 802.11n performance, Cisco 2500 Series Wireless Controllers are entry-level controllers that provide real-time communication between Cisco Aironet access points to simplify the deployment and operation of wireless networks As a component of the Cisco Unified Wireless Network, this controller		

PRICES SUBJECT TO CHANGE. PRICES BASED UPON TOTAL PURCHASE. ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEEMENT. VISIT ALLSAFEIT.COM/ RETURN-POLICY FOR OUR FULL RETURN POLICY.

Line	Qty	Description	Unit Price	Ext. Price
		delivers centralized security policies, wireless intrusion prevention system (wIPS) capabilities, award-winning RF management and quality of service (QoS) for voice and video. Delivering 802.11n performance and scalability the 2500 Series provides low total cost of ownership and flexibility to scale as network requirements grow.		
3	1	Cisco SG300-28P Ethernet Switch - 26 x Gigabit Ethernet Network, 2 x Gigabit Ethernet Uplink, 2 x Gigabit Ethernet Expansion Slot - Manageable - 2 Layer Supported *The Cisco 300 Series, part of the Cisco Small Business line of network solutions, is a portfolio of affordable managed switches that provides a reliable foundation for your business network. These switches deliver the features you need to improve the availability of your critical business applications, protect your sensitive information, and optimize your network bandwidth to deliver information and applications more effectively. Easy to set up and use, the Cisco 300 Series provides the ideal combination of affordability and capabilities for small businesses, and helps you create a more efficient, better-connected workforce.*	$448.80	$448.80

SubTotal	$10,774.67
Tax	$1,023.59
Shipping	$0.00
Total	**$11,798.26**

Deposit Required	$11,798.26

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V. CAPITAL IMPROVEMENT AND MID-TERM REFURBISHMENT BUDGET

The capital improvement budget and mid-term refurbishments budgets are set forth in order to assure the facility is able to be reconstructed as proposed with durable, high-quality materials that can provide the first class ambiance and design that is fitting for the crown jewel of the RAP golf portfolio.

Rancho Golf Course

City Scope

	per sq. ft.	total cost
Abatement of Asbestos	$ 10.00	$ 55,800
Add Light to Parking Lot + Greens		$ 390,000
Relocate front moniker sign		$ 80,000
Update Planters		$ 120,000
Update Walk Ways / Surrounding Concrete		$ 160,000
Total		**$805,800**

Concessionaire Scope

Phase 1 (A) - Main Restaurant

					Original Calculation
1	Electrical	$	50.00	$	279,000
1	Demolition	$	10.00	$	55,800
1	Grease Interceptor			$	150,000
1	Plumbing	$	17.92	$	99,994
2	Millwork	$	20.00	$	111,600
1	Flooring	$	26.00	$	145,080
1	ACT ceiling	$	16.20	$	90,396
1	Sprinklers	$	7.17	$	40,009
1	Duct HVAC	$	22.00	$	122,760
1	Back Deck + Trellis	$	70.00	$	62,300
2	Kitchen Equipment + Half Way House/Bar			$	181,000
1	Enlarge Windows			$	20,000
2	Furniture	$	18.00	$	100,440
1	Front Patio	$	2.15	$	11,997
1	Finishes	$	11.00	$	61,380
2	Audio Visual / Security	$	7.17	$	40,000
1	Roofing Repairs	$	2.15	$	12,000
1	General Conditions	$	35.13	$	196,050
2	Signage on Building			$	37,000
	SubTotal			***$***	***1,816,805***
	general liability insurance		1.80%	$	32,702
	builders risk insurance		2.00%	$	36,336
	profit & overhead		9.00%	$	163,512
	Contingency		7.00%	$	127,176
2	*180 sq. ft. Brewing onsite*			$	30,000
	Total			**$**	**2,206,533**

Phase 1(B) - Entry + Bathrooms/Lounge

1	All in (Finishes/plumbing/electrical/flooring/mechanical/sprinkler/demo/equipment)	$	408	$	220,050
	general liability insurance		1.80%	$	3,961
	builders risk insurance		2%	$	4,401
	profit & overhead		9%	$	18,704
	Contingency		7.00%	$	15,404
	Total			**$**	**262,520**

Rancho Golf Course

Phase 2 - Half Way House					
1		475	$ 25.26	$	12,000
	general liability insurance		1.80%	$	216
	builders risk insurance		2%	$	240
	profit & overhead		9%	$	1,020
	Contingency		7.00%	$	840
	Total			**$**	**14,316**
Phase 3 - Airstream / Food Truck Service					
2	Purchased fully built out	**Total**		**$**	**35,000**
			Phase 1 - 3 Project Subtotal =	**$**	**2,518,368**
Phase 4 - Banquet Hall					
1	Electrical		$ 35.00	$	206,850
1	Demolition		$ 10.00	$	59,100
1	Plumbing		$ 10.00	$	59,100
1	Millwork		$ 20.00	$	118,200
1	Flooring		$ 26.00	$	153,660
1	ACT ceiling		$ 16.20	$	95,742
1	Sprinklers		$ 7.17	$	42,375
2	Duct HVAC		$ 22.00	$	130,020
1	Doors/Windows		$ 7,000.00	$	49,000
1	Furniture		$ 18.00	$	5,928
1	Finishes		$ 11.00	$	65,010
2	Audio Visual / Security		$ 6.77	$	40,000
1	Roofing Repairs		$ 1.35	$	8,000
1	Folding Partition			$	30,000
1	General Conditions		$ 33.17	$	196,050
		SubTotal		***$***	***1,259,035***
		general liability insurance	1.80%	$	22,663
		builders risk insurance	2%	$	25,181
		profit & overhead	9%	$	107,018
		Contingency	7.00%	$	88,132
		Total		**$**	**1,502,028**
			Subtatal PROJECT ALL IN COST	**$**	**4,020,397**
	1	**Design cost**		**$**	**261,325.78**

Total Project cost

$ 4,281,722

VI. CAPITAL FINANCIAL PLAN

On following pages please find the following documents:

• Confidential 2016 Year End Financials for Crews of California, Inc. the guarantor for The Tavern at Rancho Park, LLC. Crew of California, Inc. sole and principle owner Robert B. Crews is also one of the Managing Members of The Tavern at Rancho Park, LLC

• Based on the initial due diligence and developed The Tavern at Rancho Park concepts and rough order of magnitude cost proposals, The Tavern at Rancho Park, LLC ("Tavern") initial plan is to invest $2,757,000 into the development of The Tavern at Rancho Park Gastropub and Brewery, Entry Foyer, Bathrooms, Halfway Café, Fareways Grab & Golf Stand and Mobile Cart. Upon proof of viability of concept and traffic, the Tavern team will look to develop the Rancho Banquet Hall to capture special events and additional capacity, which will require an additional $1.3 Million investment.

• The Tavern team looks forward to partnering with the City and RAP to properly abate the existing facility and improve the surrounding areas of the facility (approx. $850K investment).

• The current proposed investment breakdown is below:
- Crews Entities Internal Cash Flow - $1,000,000 - $2,000,0000
- Equity Partner Cash Investment – $1,000,000 Cash and/or deposited funds in bank to support Letter of Credit for Bank Loan
- Initial Bank/Private Equity Financed loan - $2,500,000 - $3,000,000
- Secondary Bank/Private Equity Financed loan - $1,500,000 (Year 3 to complete Special Event Space – 'The Rancho Room')
- D & B Report for Crews of California, Inc. the guarantor for The Tavern at Rancho Park, LLC.

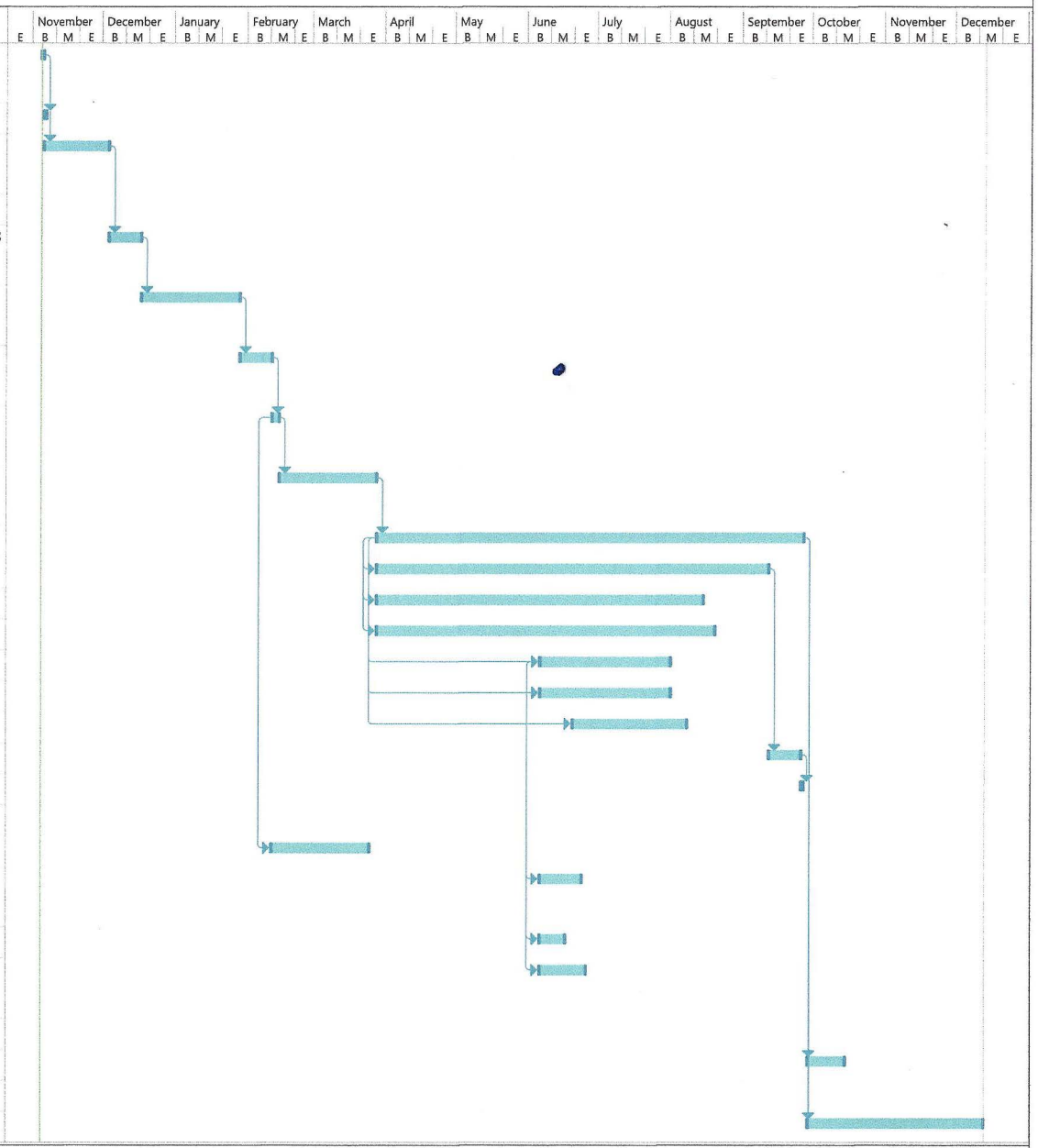
VII. CONSTRUCTION SCHEDULE & PHASING PLAN

Our team has experience with the design and development of a AAA facilities and show an impeccable attention to detail with regards to understanding and navigating the necessary construction deadlines.

Our dedicated construction team will effectively and efficiently navigate through the LADBS and Public Health processes in partnership with the RAP. We have experience with strategically partnering with consultants, expeditors, reputable architects and general contractors to ensure we maintain a timely design and build out.

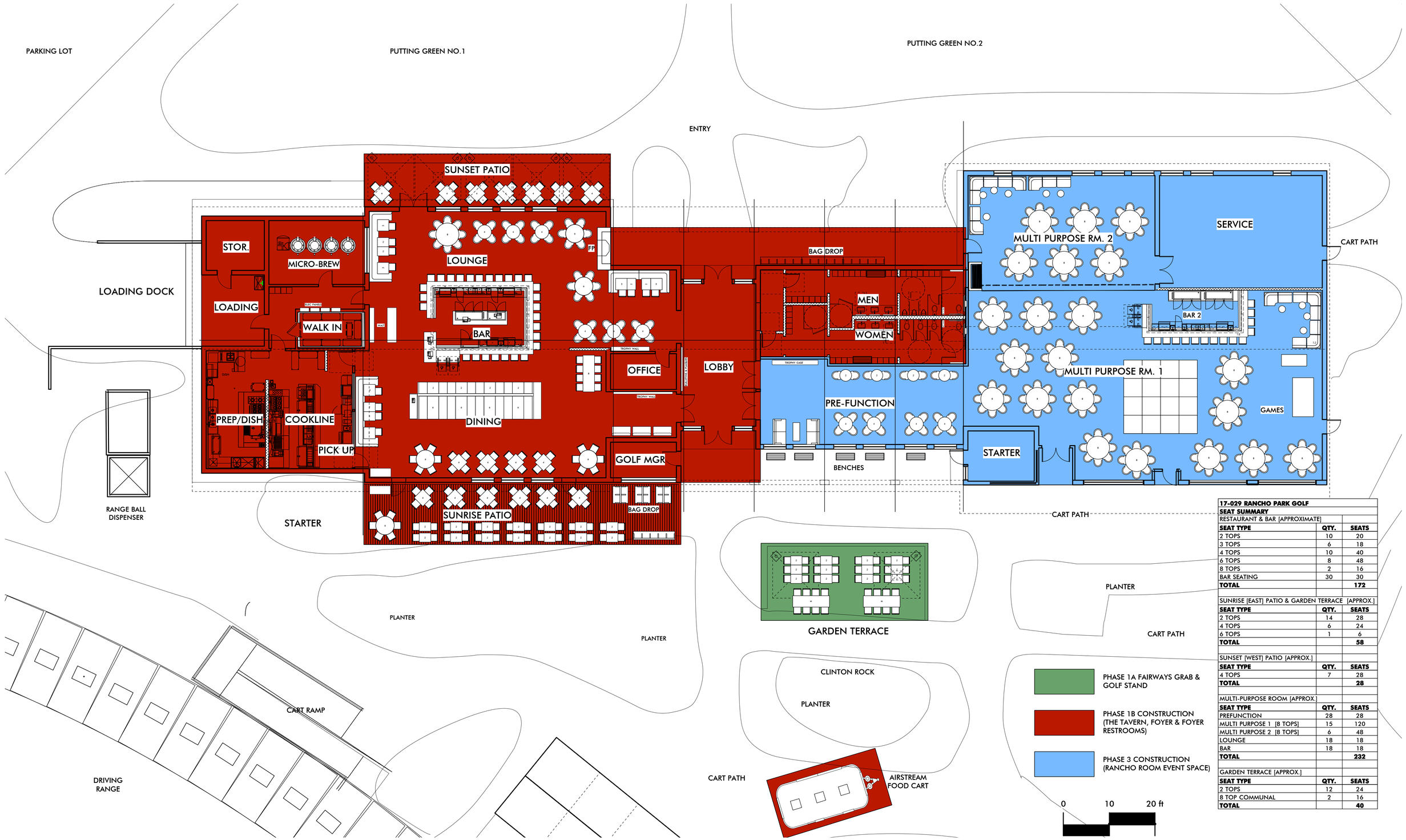
The Tavern at Rancho Park

ID	Task Mode	Task Name	Duration	Start	Finish
1		Awarded Project The Tavern at Rancho Park	1 day	Mon 11/5/18	Mon 11/5/18
2		Project Kick off meeting	1 day	Tue 11/6/18	Tue 11/6/18
3		Design team complete 30 % design and submits for approval	20 days	Tue 11/6/18	Mon 12/3/18
4		Install new food truck			
5		Review of 30 % by city and comments returned	10 days	Tue 12/4/18	Mon 12/17/18
6		Design team complete 100 % design and submits for approval	30 days	Tue 12/18/18	Mon 1/28/19
7		Review of 100 % by city and comments returned	10 days	Tue 1/29/19	Mon 2/11/19
8		Submit complete for Permit Drawings and submit	3 days	Tue 2/12/19	Thu 2/14/19
9		Permit approved start Construction Phase 1	30 days	Fri 2/15/19	Thu 3/28/19
10		**Construction Phase 1**	131 days	Fri 3/29/19	Fri 9/27/19
11		Main Restaurant	120 days	Fri 3/29/19	Thu 9/12/19
12		Entrance	100 days	Fri 3/29/19	Thu 8/15/19
13		Bathroom	103 days	Fri 3/29/19	Tue 8/20/19
14		Sunrise Patio	40 days	Fri 6/7/19	Thu 8/1/19
15		Sunset Patio	40 days	Fri 6/7/19	Thu 8/1/19
16		Garnden Terrance	35 days	Fri 6/21/19	Thu 8/8/19
17		Final Clean and Train	10 days	Fri 9/13/19	Thu 9/26/19
18		**Open the Tavern**	1 day	Fri 9/27/19	Fri 9/27/19
19		**City Rancho Improvements**			
20		Abatement of asbestos	30 days	Tue 2/12/19	Mon 3/25/19
21		Add lights to parking lot and front putting greens	12 days	Fri 6/7/19	Mon 6/24/19
22		Relocate Pico & Patricia Moniker sign	7 days	Fri 6/7/19	Mon 6/17/19
23		Ubdate planters and landscaping surrounding the building	14 days	Fri 6/7/19	Wed 6/26/19
24		**Construction Phase 2**			
25		Fareways Half way Café'	12 days	Mon 9/30/19	Tue 10/15/19
26		**Construction Phase 3**			
27		The Rancho room	55 days	Mon 9/30/19	Fri 12/13/19



Project: 2-2-2018
Date: Fri 2/2/18

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress



17-029 RANCHO PARK GOLF		
SEAT SUMMARY		
RESTAURANT & BAR [APPROXIMATE]		
SEAT TYPE	**QTY.**	**SEATS**
2 TOPS	10	20
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8 TOPS	2	16
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TOTAL		**172**
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SEAT TYPE	**QTY.**	**SEATS**
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TOTAL		**28**
MULTI-PURPOSE ROOM [APPROX.]		
SEAT TYPE	**QTY.**	**SEATS**
PREFUNCTION	28	28
MULTI PURPOSE 1 [8 TOPS]	15	120
MULTI PURPOSE 2 [8 TOPS]	6	48
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CREWS OF CALIFORNIA

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RANCHO PARK GOLF COURSE

10460 W. PICO BLVD., LOS ANGELES, CA 90064

N

DEVELOPMENT PLAN

FURNITURE PLAN

SCALE: NTS
2 February 2018

1.1 ADDITIONAL SERVICES AND/OR AMENITIES:

Our team has studied the activity at Rancho Park Golf Course for several months, and we recognize that Rancho Park is a historical and significant course in the history of golf in Los Angeles. Rancho Park is also a thriving community center for this beloved West LA neighborhood. Through our observations, we also realize that the restaurant is frequented by non-golfers often as much as the golfers playing Rancho Park. The following is a list of opportunities and challenges our team seeks to address:

- The current concessionaire is not maximizing sales due to operating hours that are limited and inconsistent with the Rancho Park Golf operations.
- The facility needs to be revamped and improved to offer a comfortable environment for this space and surrounding manicured lands to truly be appreciated.
- The Current Dining Room/ Banquet hall is not designed to attract events that generate revenue and promote the Rancho Park brand.
- Restaurant facilities closed for dinner service, leaving substantial revenue on the table.
- Lack of brand identity that complements the Rancho Park facility.
- No Beverage service offered while in play with the exception of the Halfway Cafe.
- Lack of Systems that maximize efficiencies and drive profitability.
- Lack of convenient Food and Beverage service at the driving range.

Through observing these opportunities, we look to improve service through the following action plan:

- Extend Operating hours to be consistent with the Golf Course operating hours. (see hours of operation)
- Extend dinner service to attract non-golf patrons and establish a "dining hub" for this community of residents and large populations workers commuting to and from the area.
- Implement mobile F&B service for golfers in play to place orders and have the mobile cart deliver the food on the course.
- Improve the offerings and method of preparation to yield the highest quality product.
- Full state-of-the-art renovation to the restaurant / bar / lounge space to maximize aesthetics, seat counts and revenue centers.
- Repurpose the Pro-Shop, Men and women locker room to a state-of-the-art event and meeting space (final proposed phase of construction).
- All new restroom with small locker storage features to give restaurant patrons and golfers a better restroom experience and place to store a small amount of items in order to change and refresh post play.
- Implement Fareways Grab & Golf Snack Stand near the starter and driving range. Fareways Halfway cafe at 9th hole and a Mobile Cart to offer convenient and classic golf course fare at an elevated level, which is perfect to Grab & Golf.
- Micro-brewing of craft beer in a limited footprint to offer a truly unique LA experience. Golfers now can stimulate their taste buds with rare brews while improving their game.
- Celebration of Rancho's rich History and Culture through the design and messaging throughout the property.
- Effective use of technology to drive awareness, promote and manage the facility.
- Partnering with two of LA's Rising stars in the culinary world in husband and wife dynamic duo Chef Christian Page and Chef Elia Aboumrad.
- Creative partnerships with community organizations and Rancho Park Golf Clubs.

COMMUNITY OUTREACH

WEBSITE

· One comprehensive website for The Tavern at Rancho Park will showcase all of the dining options and events in one place.
  - Tell the stories behind each brand.
  - Include all menus, regularly updated to reflect the latest offerings.
  - Highlight our partners – chefs, sourcing, etc

· Launch well in advance of opening to provide a preview and support pre-opening buzz prior to opening.
  - Video content will provide behind-the-scenes insights in a fun, lighthearted way.
  - Chef Christian Page developing menu
  - How to prepare the perfect cocktail

Partnership with Chef Christian Page and wife, Chef Elia Aboumrad to deliver iconic scratch cooking at this Los Angeles landmark.

CHRISTIAN PAGE

Chef Christian Page is known for his dedication to clean, locally sourced, thoughtfully prepared foods and his passion for inventive, yet classic Americana cooking.

In 2014 Christian partnered with Jingbo Lou to revive classic brand Cassell's Hamburgers into an all-day-parts Americana diner with a full bar and coffee program and has developed the Food and Beverage program for the historic Hotel Normandie in the Koreatown neighborhood of Los Angeles. The rebirth of the Cassell's brand required that everything be made by hand with care. His core philosophy is "simple things done well." The project has won acclaim including Best Burger in LA from LA Magazine and LA Weekly. It has been listed an Eater Essential 38 restaurant in Los Angeles, as well as a Top 10 Hotel Restaurant in Los Angeles.

Known for classic American comfort food, Christian makes sourcing the best ingredients his highest priority. He has also added a craft cocktail, beer and wine program. Christian was also the Chef at Amy Pressman and Nancy Silverton's Short Order and Short Cake, critically acclaimed Americana restaurant and bakery. While working with Bill Chait's Sprout Group he also helped open constantly busy, perennially successful and critically acclaimed restaurants, Petty Cash and Bestia.

In addition to his MBA from USC Marshall School of Business, Christian earned his Grand Diplome du Cuisine from the French Culinary Institute and a certificate in Restaurant Management from Cornell University. He has diligently explored modern American cuisine with a keen eye for shaping its future for the better. To that end, he has built relationships with slow food communities and artisan producers across the country. He has competed in and appeared the sixth annual Cochon 555 competition, Knife Fight, Farmer's Market Flip and Food Paradise. Christian continues to create food and build a collective of like-minded professionals committed to redefining Americans' understanding of what makes food truly "good."

CHEF ELIA ABOUMRAD

Hailing from Mexico City, Elia Aboumrad was classically trained in Paris at the famed L'Ecole and worked for four years under the tutelage of Joel Robuchon in Paris and Las Vegas. Currently, Elia is in charge of the pastry program for Cassell's Hamburgers and has a popup series, Avec Moi, at the Hotel Normandie.

At L'Ecole, Elia Aboumrad was inspired by a faculty of MOF and World Champion chefs who instilled in her a profound respect for ingredients, technique and discipline. After earning the 'Grand Diplome', Elia went on to work under Joel Robuchon in Paris.

After years of relentless training and service, she became his first female Sous Chef. She moved to Las Vegas to open Joel Robuchon restaurants at the MGM Grand Hotel, Atelier Joel Robuchon and the Mansion.

After her notable success, she was recruited as Executive Chef of The Café at The Hotel at Mandalay Bay. The Hotel garnered their fourth AAA Diamond under her realm.

In 2009, she was awarded the internationally recognized 'Universal Excellency Award' for her achievements in culinary arts. Chef Elia was also a finalist on the second season of the Emmy Award winning series, "Top Chef". Currently, Elia runs the culinary program at the Hotel Normandie and the Pastry department of Cassell's Hamburgers.

Previously, Aboumrad opened GORGE Restaurant and Charcuterie House in Los Angeles. GORGE and Aboumrad recieved many accolades from publications including Los Angeles Magazine, Angeleno Magazine, and LA Times.

Together, this Husband and Wife duo are eager to revitalize the dining landscape of the Pico boulevard corridor.

LOCAL PARTNERSHIPS WITH CHARITABLE ORGANIZATIONS AND CLUBS:

- Engage with Rancho Park Women and Mens Golf Clubs
- Partnership with LA Kitchen and The Right Way Foundation to offer employment opportu nities, carrying LA Kitchen line of healthy snacks, and hosting charitable events to benefit the great efforts of these non profit organizations.
- Partner with Los Angeles Travel & Tourism Board and Discover LA to establish and feature The Tavern at Rancho Park as a Premier dining destination within the city of Los Angeles!
- Partner with #HashtagLunchBag to host and support their mission to end world hunger, one lunchbag at a time!

THE RIGHT WAY FOUNDATION

February 8, 2018

Franco Vega
Founder & CEO
The RightWay Foundation

Nick Buford
Crews of California, Inc. DBA The Tavern at Rancho Park, LLC ("Crews")
1924 E. Maple Ave Unit B
El Segundo CA 90245

Dear Nick,

I am writing this letter on behalf of The RightWay Foundation with sincere enthusiasm and support of your proposed Tavern at Rancho Park project in response to the City of Los Angeles Department Recreation and Parks (the "**City**") recently released Request for Proposal ("**RFP**") for an operator to develop, manage and operate a food & beverage facility at Rancho Park and the ancillary new restaurant facility throughout the Rancho Park Golf Course!

The RightWay Foundation pursues better outcomes for transition age foster youth. We provide mental health, employment, and housing services to move youth from a point of pain and disappointment to one of power, productivity and self-sufficiency. The RightWay's main program, Operation Emancipation, is a job training and life skills program where youth complete therapy and wellness activities while learning financial literacy, how to ace an interview, and how to develop a good resume. Using a Trauma-Informed approach, The RightWay Foundation ensures that youth not only find a job, but are able to stay on the job. Through extensive supportive services and weekly case management, as well as partnerships with employers like Crews, RightWay Youth are able to reach self-sufficiency and stay there.

One of the main placements our youth receive after completing Operation Emancipation is to work for Crews in the janitorial/maintenance, customer service, or food prep field. From firsthand experience, we are familiar with Crews' positive and professional treatment of employees and the strong impact they make on the community. Crews. provides employment opportunities for transition age foster youth to have a job that can support them through school and potentially lead them to a career path. The Tavern at Rancho Park development will create more opportunities for foster youth to succeed in stable jobs and develop more routes to self-sufficiency.

Sincerely,

Franco Vega
Founder & CEO
The RightWay Foundation

February 5, 2018

Nick Buford
Crews of California, Inc. DBA The Tavern at Rancho Park, LLC ("Crews")
1924 E. Maple Ave Unit B
El Segundo CA 90245

RE: Crews Partnership with L.A. Tourism Board for Marketing and Promotion of The Tavern at Rancho Park and all associated food & beverage facilities at Rancho Park

Dear Nick,

I am writing this letter on behalf of L.A. Tourism Board with sincere enthusiasm and support of your proposed Tavern at Rancho Park project in response to the City of Los Angeles Department Recreation and Parks (the "**City**") recently released Request for Proposal ("**RFP**") for an operator to develop, manage and operate a food & beverage facility at Rancho Park and the ancillary new restaurant facility throughout the Rancho Park Golf Course!

I have recently become familiar with the Crews team that is proposing to develop, manage and operate the food & beverage offerings at the Rancho Park City of Los Angeles Recreation and Parks municipal golf course. As President and CEO of the Los Angeles Tourism and Convention Board, I am excited by their vision of developing a multi-faceted food & beverage offering that truly activates this crown jewel that will be accessible to residents and the global tourists that visit our city yearly. Crews company culture and vision for Rancho Park truly embodies the spirit of our latest campaign #EverybodyIsWelcome!

The Crews team and their ideas on innovation to attract guests and create an exciting new golf experience while honoring the long-standing tradition of this historic City of Los Angeles golf course impress me. I look forward to partnering with Crews to assist in driving tourists and residents to the Tavern at Rancho Park.

I am confident that the Crews team's experience in high volume, quick pace, high quality non-traditional dining and retail locations in major U.S. airports, will allow them to develop and maximize the operation this city asset in partnership with the Department of Recreation & Parks.

Sincerely,

Ernest Wooden Jr.
President and CEO

LOS ANGELES TOURISM & CONVENTION BOARD
633 West 5th Street, Suite 1800 , Los Angeles, CA 90071

SOCIAL MEDIA PRESENCE & CAMPAIGN
· A strategic launch through our social media channels will amplify the reach of our video series, drive awareness, and build engagement with our core audiences.
· Active social media accounts on Instagram, Facebook and Twitter to promote menu, daily specials, events and promotions.
· Banner ads to be purchased on DiscoverLA, The City of LA Golf website and EaterLA.com

BREAKFAST & LUNCH VALUE MEALS FOR GOLFERS:
Golfers will already enjoy vast offerings through our daily menu. Our team will extend exclusive offers for Golfers presenting a receipt for golf and driving range purchases.

CURATED SOCIAL EVENTS:

- Brewery Themed events.

- Craft Beer Tasting and exhibitions by our Brewmaster.

- Summer Series: Summers in LA are legendary! Our team desires to utilize the lush green areas at night to host once or twice a month Family Movie Nights on the Astroturf driving range. These events will bring the community together and offer a safe and eventful way for families to spend meaningful quality time in the summer night air. These events will be at dusk when the golf play has concluded and will not interrupt the course of business for the driving range.

- Curated Dinners: Ticketed Dinner events from Chef Christian Page and Chef Elia Aboumrad will feature seasonal cuisine and wine pairing in the Rancho Room special event space.

- Art shows: Using The Rancho Room space when available, we will work with local artist to promote the venue and a portion of proceeds generated will be donated to charitable partners.

EVENT SPACE MARKETING SITES: Use of EventUP.com, peerspace.com and event space marketing platforms will help drive sales and spread the word of our wonderful facilities.

MARKETING AGENCY: contracted with publicist and marketing agency Six Degrees to promote and develop a comprehensive marketing message and strategy. Six Degrees LA Marketing will manage our marketing outreach and create the brand experience within the facility.

Six Degrees LA a marketing + branding agency that specializes in restaurant, hotel & lifestyle brands both local and worldwide. Six Degrees is a strategic marketer who builds brands with conceptual thinking and exceptional design. Passionate about creating strategic solutions for our clients that are memorable and differentiated from the pack, they focus on integrating all aspects of brand identity in a concise manner that can be extended and built upon for future growth.

Six Degrees is now a certified Women in Business Enterprises (WBE) agency by the City of Los Angeles.

SIGNAGE AND POINT OF PURCHASE
Latest innovation in signage proposed for Street Corner Marquee signage.
- Partner with Discover LA to promote this incredible municipal golf course.
- Support the efforts of RAP to promote the availability to host tournaments and catering abilities.

1.2 FINANCIAL PROJECTIONS & PLANNING

(A) PRO-FORMA PROFIT & LOSS

(B) BREAK EVEN ANALYSIS

Year One Projected Income/Expenses

PRO FORMA FINANCIAL STATEMENTS SUBMITIAL FORMS

Proposer: The Tavern at Rancho Park, LLC

Year 1 Forecast

SALES	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Food	$193,407	$176,403	$217,021	$212,925	$223,861	$240,752	$250,542	$240,803	$226,056	$223,007	$210,305	$216,578
Bar												
Liquior	$27,628	$25,199	$31,002	$30,417	$31,979	$34,392	$35,790	$34,399	$32,292	$31,857	$30,042	$30,938
Wine	$6,662	$6,076	$7,476	$7,334	$7,711	$8,293	$8,630	$8,295	$7,787	$7,682	$7,244	$7,460
Beer	$36,402	$33,201	$40,846	$40,075	$42,133	$45,312	$47,155	$45,322	$42,547	$41,973	$39,582	$40,763
Total Bar	$70,692	$64,477	$79,323	$77,826	$81,823	$87,997	$91,576	$88,016	$82,626	$81,511	$76,868	$79,161
Room Rental												
TOTAL INCOME	$264,099	$240,880	$296,345	$290,751	$305,685	$328,749	$342,117	$328,819	$308,682	$304,519	$287,173	$295,740
COST OF GOODS												
Cost of Food	$55,980	$51,058	$62,814	$61,629	$64,794	$69,683	$72,517	$69,698	$65,429	$64,547	$60,870	$62,686
Cost of Bar												
Liquor	$4,421	$4,032	$4,960	$4,867	$5,117	$5,503	$5,726	$5,504	$5,167	$5,097	$4,807	$4,950
Wine	$1,332	$1,215	$1,495	$1,467	$1,542	$1,659	$1,726	$1,659	$1,557	$1,536	$1,449	$1,492
Beer	$6,405	$5,842	$7,187	$7,051	$7,413	$7,972	$8,297	$7,974	$7,486	$7,385	$6,964	$7,172
Total Cost of Bar	$12,158	$11,089	$13,642	$13,384	$14,072	$15,134	$15,749	$15,137	$14,210	$14,018	$13,220	$13,614
Room Rental Costs												
Total Cost of Goods	$68,137	$62,147	$76,456	$75,013	$78,866	$84,817	$88,266	$84,835	$79,639	$78,565	$74,090	$76,300
Gross Profit from Sales	$195,962	$178,733	$219,888	$215,738	$226,818	$243,932	$253,852	$243,984	$229,042	$225,953	$213,083	$219,439
OPERATING EXPENSES												
Wage Expense	$69,012	$62,944	$77,438	$75,976	$79,878	$85,905	$89,399	$85,924	$80,662	$79,574	$75,041	$77,280
Total Labor	$69,012	$62,944	$77,438	$75,976	$79,878	$85,905	$89,399	$85,924	$80,662	$79,574	$75,041	$77,280
FICA	$7,591	$6,924	$8,518	$8,357	$8,787	$9,450	$9,834	$9,452	$8,873	$8,753	$8,255	$8,501
CA EDD												
Worker's comp	$4,613	$4,613	$4,613	$4,613	$4,613	$4,613	$4,613	$4,613	$4,613	$4,613	$4,613	$4,613
Insurance and Benefits	$8,027	$7,961	$8,118	$8,103	$8,145	$8,210	$8,248	$8,211	$8,153	$8,142	$8,092	$8,117
Total Labor Expenses	$89,243	$82,442	$98,687	$97,049	$101,423	$108,178	$112,094	$108,199	$102,301	$101,081	$96,001	$98,510
Varriable Expenses												
Acctg/Legal	$7,062	$6,830	$7,384	$7,328	$7,478	$7,708	$7,842	$7,709	$7,508	$7,466	$7,293	$7,378
Cleaning & Paper Supplies	$9,031	$8,237	$10,133	$9,942	$10,453	$11,241	$11,699	$11,244	$10,555	$10,413	$9,820	$10,113
Credit Card Expense	$7,927	$7,230	$8,894	$8,727	$9,175	$9,867	$10,268	$9,869	$9,265	$9,140	$8,619	$8,876
Entertainment/Music	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Equipment Rental												
Floral, Expendables												
Laundry & Linens	$735	$670	$825	$809	$851	$915	$952	$915	$859	$847	$799	$823
Office Expense												
Telephone	$265	$265	$265	$265	$265	$265	$265	$265	$265	$265	$265	$265
Trash Removal												
Utilities	$1,358	$1,292	$1,450	$1,434	$1,476	$1,542	$1,580	$1,542	$1,485	$1,473	$1,424	$1,448
Marketing	$7,349	$6,703	$8,247	$8,091	$8,506	$9,148	$9,520	$9,150	$8,590	$8,474	$7,991	$8,230
Other	$12,484	$12,446	$12,537	$12,528	$12,553	$12,591	$12,613	$12,591	$12,558	$12,551	$12,522	$12,536
Subtotal Variable	$46,210	$43,672	$49,735	$49,124	$50,756	$53,278	$54,739	$53,285	$51,084	$50,629	$48,733	$49,669
Fixed Expenses												
Insurance	$563	$563	$563	$563	$563	$563	$563	$563	$563	$563	$563	$563
Licenses & Permits	$729	$729	$729	$729	$729	$729	$729	$729	$729	$729	$729	$729
Repalcement Reserve												
Subtotal Fixed	$1,292	$1,292	$1,292	$1,292	$1,292	$1,292	$1,292	$1,292	$1,292	$1,292	$1,292	$1,292
Occupancy Expenses												
Food (% Rent)	$5,772	$4,730	$7,262	$7,058	$7,683	$8,443	$9,390	$7,839	$6,534	$7,498	$6,751	$5,939
Alcohol (% Rent)	$2,083	$1,702	$2,628	$2,553	$2,782	$3,059	$3,406	$2,839	$2,362	$2,714	$2,441	$2,144
Special Events												
Sub Total (% Rent)	$7,856	$6,432	$9,890	$9,611	$10,465	$11,502	$12,796	$10,678	$8,895	$10,212	$9,193	$8,083
MAG Payments	$8,333	$8,333	$8,333	$8,333	$8,333	$8,333	$8,333	$8,333	$8,333	$8,333	$8,333	$8,333
Total Occupancy Expense	$16,189	$14,765	$18,223	$17,944	$18,798	$19,835	$21,129	$19,012	$17,229	$18,546	$17,526	$16,417
Total Operating Exp.	$152,934	$142,171	$167,938	$165,409	$172,269	$182,583	$189,254	$181,787	$171,905	$171,547	$163,551	$165,888
NET INCOME	$43,028	$36,562	$51,951	$50,329	$54,549	$61,349	$64,598	$62,197	$57,137	$54,406	$49,532	$53,552
										Annual Total Net Income		**$639,190**

Projected Income/Expenses

PRO FORMA FINANCIAL STATEMENTS SUBMITIAL FORMS

Proposer: The Tavern at Rancho Park, LLC

10 Year Forecast

SALES	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Food	$2,631,660	$2,750,085	$3,273,839	$3,421,162	$3,575,114	$3,735,994	$3,904,114	$4,079,799	$4,263,390	$4,455,243
Bar										
Liquior	$375,936	$392,853	$435,531	$455,130	$475,611	$497,013	$519,379	$542,751	$567,175	$592,698
Wine	$90,651	$94,730	$123,993	$129,573	$135,404	$141,497	$147,864	$154,518	$161,472	$168,738
Beer	$495,311	$517,600	$590,892	$617,482	$645,269	$674,306	$704,650	$736,359	$769,495	$804,122
Total Bar	$961,898	$1,005,183	$1,150,416	$1,202,185	$1,256,283	$1,312,816	$1,371,893	$1,433,628	$1,498,141	$1,565,558
Room Rental										
TOTAL INCOME	$3,593,558	$3,755,268	$4,424,255	$4,623,347	$4,831,397	$5,048,810	$5,276,007	$5,513,427	$5,761,531	$6,020,800
COST OF GOODS										
Cost of Food	$761,705	$795,933	$957,291	$1,000,294	$1,045,229	$1,092,184	$1,141,250	$1,192,521	$1,246,097	$1,302,081
Cost of Bar										
Liquor	$60,150	$62,856	$69,685	$72,821	$76,098	$79,522	$83,101	$86,840	$90,748	$94,832
Wine	$18,130	$18,946	$24,799	$25,915	$27,081	$28,299	$29,573	$30,904	$32,294	$33,748
Beer	$87,147	$91,068	$103,666	$108,331	$113,206	$118,301	$123,624	$129,187	$135,001	$141,076
Total Cost of Bar	$165,427	$172,871	$198,150	$207,067	$216,385	$226,122	$236,298	$246,931	$258,043	$269,655
Room Rental Costs										
Total Cost of Goods	$927,132	$968,804	$1,155,441	$1,207,361	$1,261,614	$1,318,307	$1,377,548	$1,439,452	$1,504,140	$1,571,736
Gross Profit from Sales	$2,666,426	$2,786,464	$3,268,814	$3,415,986	$3,569,783	$3,730,504	$3,898,459	$4,073,975	$4,257,391	$4,449,064
OPERATING EXPENSES										
Wage Expense	$939,033	$990,863	$1,073,060	$1,132,643	$1,195,682	$1,262,382	$1,315,382	$1,407,647	$1,486,689	$1,570,343
Total Labor	$939,033	$990,863	$1,073,060	$1,132,643	$1,195,682	$1,262,382	$1,315,382	$1,407,647	$1,486,689	$1,570,343
FICA	$103,294	$108,995	$118,037	$124,591	$131,525	$138,862	$144,692	$154,841	$163,536	$172,738
CA EDD										
Worker's comp	$55,352	$57,013	$60,280	$62,089	$63,951	$65,870	$67,846	$69,881	$71,978	$74,137
Insurance and Benefits	$97,528	$100,454	$110,604	$113,922	$117,340	$120,860	$124,486	$128,220	$132,067	$136,029
Total Labor Expenses	$1,195,206	$1,257,324	$1,361,981	$1,433,245	$1,508,498	$1,587,974	$1,652,405	$1,760,590	$1,854,269	$1,953,246
Varriable Expenses										
Acctg/Legal	$88,986	$50,694	$57,778	$60,175	$62,674	$65,279	$67,995	$70,826	$73,778	$76,855
Cleaning & Paper Supplies	$122,880	$127,333	$139,911	$144,945	$150,168	$155,588	$161,211	$167,045	$173,100	$179,383
Credit Card Expense	$107,857	$112,710	$132,781	$138,755	$144,998	$151,522	$158,340	$165,464	$172,909	$180,689
Entertainment/Music	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Equipment Rental										
Floral, Expendables										
Laundry & Linens	$10,000	$10,300	$11,670	$12,020	$12,381	$12,752	$13,135	$13,529	$13,934	$14,353
Office Expense										
Telephone	$3,180	$3,275	$3,374	$3,475	$3,579	$3,686	$3,797	$3,911	$4,028	$4,149
Trash Removal										
Utilities	$17,503	$18,028	$18,569	$19,126	$19,700	$20,291	$20,900	$21,527	$22,173	$22,838
Marketing	$100,000	$50,000	$51,500	$53,045	$54,636	$56,275	$57,964	$59,703	$61,494	$63,339
Other	$150,510	$11,768	$44,000	$29,968	$30,867	$31,793	$32,747	$33,729	$34,741	$35,783
Subtotal Variable	$600,916	$384,108	$459,583	$461,510	$479,004	$497,187	$516,087	$535,734	$556,157	$577,389
Fixed Expenses										
Insurance	$6,750	$6,953	$9,813	$10,108	$10,411	$10,723	$11,045	$11,376	$11,718	$12,069
Licenses & Permits	$8,750	$9,013	$16,179	$16,664	$17,164	$17,679	$18,209	$18,756	$19,318	$19,898
Repalcement Reserve										
Subtotal Fixed	$15,500	$15,965	$25,992	$26,772	$27,575	$28,402	$29,254	$30,132	$31,036	$31,967
Occupancy Expenses										
Food (% Rent)	$84,900	$61,265	$88,022	$76,215	$79,645	$83,229	$86,974	$90,888	$94,978	$99,252
Alcohol (% Rent)	$30,714	$21,941	$28,929	$24,399	$25,496	$26,644	$27,843	$29,096	$30,405	$31,773
Special Events										
Sub Total (% Rent)	$115,613	$83,206	$116,951	$100,614	$105,141	$109,872	$114,817	$119,983	$125,383	$131,025
MAG Payments	$100,000	$142,110	$148,505	$176,787	$184,743	$193,056	$201,744	$210,822	$220,309	$230,223
Total Occupancy Expense	$215,613	$225,316	$265,455	$277,401	$289,884	$302,929	$316,560	$330,806	$345,692	$361,248
Total Operating Exp.	$2,027,236	$1,882,714	$2,113,011	$2,198,927	$2,304,961	$2,416,491	$2,514,307	$2,657,261	$2,787,154	$2,923,850
NET INCOME	$639,190	$903,750	$1,155,803	$1,217,059	$1,264,822	$1,314,012	$1,384,152	$1,416,713	$1,470,238	$1,525,214
Debt and Tax Expense										
Debt Expense	**$222,480**	**$754,578**	**$1,117,082**	**$1,048,586**	**$980,090**	**$911,594**	**$311,000**	**$0**	**$0**	**$0**
Taxes										
Other										
NET PROFIT	$416,710	$149,172	$38,721	$168,473	$284,732	$402,418	$1,073,152	$1,416,713	$1,470,238	$1,525,214

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer: The Tavern at Rancho Park, LLC

	Detail Assumptions used for developing proposed Revenues and Expenses
Revenue:	
Food and Beverage Sales	Based on seasonal traffic forecasts for driving range and golf course, anticipated weather patterns, local community traffic, and 1-2% annual inflation expectation.
Other	Proforma also takes into account the proposed construction phases during the first two (2) years of operations (i.e. main restaurant, exterior grab & go food truck, halfway café, event space).
Cost of Goods	Developed based upon expected cost of goods for each revenue center sales [Tavern - $2.6M / Truck - $580K / Halfway - $216K / Mobile $122K / Special Events - $500K (year 3)], menu mix based on day part revenues, and Chef Christian Page's input on per menu item cost estimates. Our operations team has over 60 years of managing food and beverage cost of goods for numerous facilities and currently operating thirty three (33) locations nationwide.
Expenses:	
Concession Fee	
Food	Concession fee/ rent included is based on $100K a year + 6% percentage rent.
Beverages	Concession fee/ rent included is based on $100K a year + 6% percentage rent.
Other	Concession fee/ rent included is based on $100K a year + 6% percentage rent.
Payroll Costs	
Wages	Operations wages based on staffing charts for each operation i.e. Tavern, Grab and Go, etc. including both managers and hourly labor costs. These wages expense average 25% of sales for the entire contract. The staffing models are based on operating experience in locations at LAX Airport and other similar brands in locations across the country (based on current prevailing union wage)
Payroll Taxes	Included in wage expense line based on our current payroll tax expense paid in all 33 locations and specifically 8 LAX based locations. Current tax rate is 11% of payroll labor.
Health Insurance & Benefits	Assumption is providing full benefits at Crews current non-union benefit cost for full time employees required for all locations. Includes medical, 401K, & other incentive plans
Workers' Compensation Insurance	Currently costs company work comp insurance rates are approx. 6.5% of payroll labor.
Variable Costs	
Accounting	Includes internal and external accounting fees for processing of sales reports, accounts payble, payroll, financial statements, etc. as well as audited financial statements.
Advertising, Marketing & Promotion	Include all marketing fees included in promoting the remodeled restaurant and other locations on the property to attract local business from the community.
Dues & Subscriptions	n/a included in other costs line item
Environmental Costs	n/a included in other costs line item
Equipment Replacement - Small	Curently no planned equipment rental. All equipment for facility will be purchased for property.
Equipment Replacement - Large	Curently no planned equipment rental. All equipment for facility will be purchased for propert and large equipment for initial build out will be rented by the general contractor.
Legal	Included in "Professional Fees" below.
Office Expenses	Included in other expenses and acoounting fees.
Payroll Processing Fees	Included in other expense cost/line
Professional Services	First year is approx. $54,000 (1.5% of sales) in future years this reduced to approx. $14,000 annually (0.4% of sales).
Repair & Maint. - FF&E	Included in other expense line, amount required to keep location opening day fresh
Repair & Maint. - Building	Included in other expense line, amount required to keep location opening day fresh
Supplies	Includes laundry and linen costs (i.e. towels, floor mats, aprons) for all restaurants on property.
Start up Expenses - Yr 1	Start up / training expenses are $140,000 including labor, payroll tax, recruiting/relocation, background checks, workers compensation, health/dental, phones, travel, legal fees, and meals. These costs are included in the "Other" expense category in Year 1.
Telephone	Includes telephone and internet expense for property.
Travel & Entertainment	Only travel and entertainment is budgeted in Year 1 under Start Up expenses.
Utilities	Includes utilities i.e electricity, gas, water, sewer, trash disposal, recycling charges, and TV services. Utility expense averages 0.5% of gross sales per year.
Other	Includes chef development fee, repairs and maintenance fees to keep property in a clean/fresh/up to date condition, automobile repairs and insurance, minor equipment repair costs, banking fees, and other related pre-opening expenses incurred prior to year 1 pre-opening expenses begin (90 days prior to opening), that are not capitalized.
Fixed Costs	
Depreciation	Depreciation is based on ten years straight line for book income. Special events investment in year three is based on seven year depreciation schedule.
Insurance & Liability	Includes any general liability insurance costs based on current experiewnce in LA market.
Service Contracts	included in other expense line - hood cleaning, linen services, chef development fee, pest prevention.
Licenses	Includes licenses and permit costs for getting the necessary property permits and local taxes paid for the location.
Other	
Debt Expense	Debt expenses includes interest and prinicpal based on 8% annual interest rate. Also taxes which are minor due to LLC structure and income distribution to members.
Taxes	Included in debt expense line.
Other	

PRO FORMA FINANCIAL STATEMENTS SUBMITIAL FORMS

Proposer: The Tavern at Rancho Park, LLC

Cash Flow - Years 1-10	*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*
Sources of Cash										
Capital Loan	$ 2,781,000		$ 1,500,000							
Private Funds	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operating Profits	$ 132,220	$ 420,882	$ 437,036	$ 551,883	$ 668,142	$ 785,828	$ 900,362	$ 943,923	$ 998,275	$ 1,054,140
Plus:										
Depreciation	$ 284,490	$ 284,490	$ 472,790	$ 472,790	$ 472,790	$ 472,790	$ 472,790	$ 472,790	$ 472,790	$ 472,790
Change in Accounts Payable	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Change in Payroll Payable	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Sources Of Cash	**$ 3,197,710**	**$ 705,372**	**$ 2,409,826**	**$ 1,024,673**	**$ 1,140,932**	**$ 1,258,618**	**$ 1,373,152**	**$ 1,416,713**	**$ 1,471,065**	**$ 1,526,930**
Uses of Cash										
Capital Investment	$ 2,781,000	$ -	$ 1,500,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Change in Accounts Receivables	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Change in Inventory	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repayment of Loan Principal	$ -	$ 556,200	$ 856,200	$ 856,200	$ 856,200	$ 856,200	$ 300,000	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Uses of Cash	**$ 2,781,000**	**$ 556,200**	**$ 2,356,200**	**$ 856,200**	**$ 856,200**	**$ 856,200**	**$ 300,000**	**$ -**	**$ -**	**$ -**
Net Change in Cash Flow	**$ 416,710**	**$ 149,172**	**$ 53,626**	**$ 168,473**	**$ 284,732**	**$ 402,418**	**$ 1,073,152**	**$ 1,416,713**	**$ 1,471,065**	**$ 1,526,930**
Break Even Cash Flow	**$ 416,710**	**$ 565,882**	**$ 619,508**	**$ 787,981**	**$ 1,072,713**	**$ 1,475,132**	**$ 2,548,284**	**$ 3,964,997**	**$ 5,436,062**	**$ 6,962,992**

Financial Assumptions
Department of Recreation and Park
Rancho Park Golf Course

Sales and operating projections are based on our extensive experience at providing world-class service to the guests and employees at nine (9) other similarly situated City of Los Angeles public entity contracted locations of Los Angeles International Airport (LAX) and thirteen (13) Hartsfield-Jackson Atlanta International Airport (ATL), six (6) Washington Dulles International Airport (IAD), and four (4) Reagan National Airport (DCA). Crews of California, Inc. and other Crews related entities/subsidiaries have operated concessions in LAX for approximately twenty four (24) years (i.e. since 1994), and Robert B. Crews, Jr. and the executives from Crews have operated concessions in multiple airports across the country for more than forty (40) years. The following forecast is based upon our collective knowledge of the construction and operating environment with Los Angeles City public entity contracts.

Construction and Store Openings

The attached proforma reflect on-time openings for the facilities and proposed phasing of the construction. The initial investment for the projects totals $2,781,000, which covers the investment cost of the area included in the 'Concession Premises' per Exhibit Package 1 (page 1). The second phase of investment for the special events space, which is outside of the initial RFP proposed concession premises, is proposed to begin at the end of the 2nd contract year and open in the 3rd year of the contract amounts to a proposed additional investment of $1,500,000. The Tavern at Rancho Park, LLC ("Proposer") proposes to negotiate for the City of Los Angeles and/or The Department of Recreation and Parks ("City") to expend the additional capital investment towards the overall improvement of the facility towards the guest safety/experience and base building code challenges (i.e. abatement of asbestos, functional lighting for from front side putting greens and parking lots, design and relocation of front moniker sign at Patricia/Pico, updating of front planters and surrounding walkway concrete). We currently project the rough order of magnitude capital expense to be approximately $805,800 (to be refined upon award and further due diligence). If City is unable to complete the Proposers recommended capital expenditures and improvements for the overall guest experience and safety, Proposer may expend the above listed and agreed upon capital expenditures to make these required improvements in return for the good faith negotiated rent credits from the City.

Sales Revenues

Sales Revenues are based on several factors, including: seasonal traffic forecasts for the driving range and golf course based on anticipated weather patterns, along with customer traffic available in the local community based on holidays and expected annual inflation of 1% - 2%.

Customer Traffic

For the calendar year ending in December 2016, a total of 98,000 rounds of golf were played, and in previous years at the number of golf rounds was as high as 101,982. Rounds played in the single year of 2011/2012 per the public record dated February 20, 2013 independent audit to the General Manager No. 13-047. The driving range has the capacity to handle an estimated 176,000 persons per year with a total of 45 hitting bays available for use and capacity of these bays ranging between an estimated 65% during the week and 95% on weekends. The local neighborhood includes several medium to high net worth/income communities (i.e. Cheviot Hills, Beverly Hills, Beverly Wood, Century City, etc.) that could be attracted to the restaurant for dinner along with Fox Studios and other related businesses near by to attract employees for lunch and early dinner business.

Enhanced Customer Capture Rates

In our experience new and exciting local concepts accompanied by the appropriate marketing budgets (i.e. 1% - 3% of gross sales towards marketing budget) have established a track-record, as of recently, in immediately capturing the attention of guests. The intrigue of new concepts opened by seasoned restaurateurs with known 'celebrity chefs', craft brew masters, mixologists, and remodeled spaces tend to generate excitement and causes guests to stop and try the new concept. It has been our partners experience in the past when opening a new location, that once the consumer has tried our new concepts' innovation, quality products served, customer service accompanied by our promotion of our social media marketing of guest loyalty programs will create future returning customer (*see Business Plan section 1.1B – Sales and Marketing Plan*). We believe by providing the ultimate in guest care and operating these innovate concepts offered in this package, we will successfully attract more guests in to our locations and keep them coming back for more during future trips. We are projecting the following:

- Average check of $24.33 (*for The Tavern*).
- Capture rate of 20% (*for The Tavern of all guests using the driving range based on 176,000, potential guests per year).*
- Capture rate of 50% (*for The Tavern of all guests using the golf course based on 98,000, potential guests per year).*
- Capture rate of 20% (*for The Tavern of all guests of the local neighborhood residents based on 126,000, potential guests per year).*
- Average check of $6.00 (*for the Food Truck*).
- Capture rate of 50% (*for the Food Truck of all guests using the driving range based on 176,000, potential guests per year).*
- Capture rate of 10% (*for the Food Truck of all guests using the golf course based on 98,000, potential guests per year).*
- Average check of $5.50 (*for The Half-Way Cafe*).
- Capture rate of 40% (*for The Half-Way Cafe of all guests using the golf course based on 98,000, potential guests per year).*
- Average check of $5.00 (*for the mobile drink cart*).
- Capture rate of 25% (*for the mobile drink cart of all guests using the golf course based on 98,000, potential guests per year).*

Operating Costs

The operating costs are based upon our extensive experience at managing our current nine (9) other similarly situated City of Los Angeles public entity contracted locations of Los Angeles International Airport (LAX) and thirteen (13) Hartsfield-Jackson Atlanta International Airport (ATL), six (6) Washington Dulles International Airport (IAD), and four (4) Reagan National Airport (DCA). . Cost of goods sold are based upon historical data and information provided by our partners and the sixty (60) plus locations comprised of 20+ varying brands. Staffing chart projections have been developed by our management team in conjunction with Chef Christian Page, Elia Aboumrad and our partners' experience based on projected wage rates and our knowledge of current wage rates within the Los Angeles area. All other expenses are based upon our experience of operating in the Los Angeles area, specifically the high volume Los Angeles International Airport. Please see the list below for details concerning all other operating costs:

1. Employee salaries and wages are based on staffing charts developed with information from operating experience of similar brand stores, franchisors, and store observations. Competitive wage rates are based on Los Angeles City and Los Angeles International Airport Living Wage Ordinance rates, union wage rates and surrounding labor market.

2. Employee Benefits equal 25% to 30% of the total store labor and are based upon operating experience of concession locations in Los Angeles International Airport and other similar brands in locations across the country. Employee benefits include medical insurance, 401k plan, workers compensation, payroll taxes, and employee incentive plans.

3. Accounting and legal fees include any professional services incurred outside the normal operations of the locations and all accounting fees incurred while processing all invoices and assembling financials.

4. Cleaning and paper supplies include all costs for paper supplies such as napkins, disposable utensils, cups, etc., cleaning supplies for the restaurant, and office/store supplies used during the normal course of business.

5. Credit card expenses include the costs for processing all credit card purchases through a third party company.

6. Laundry and Linens costs include the costs for cleaning all linens, including towels, floor mats, and aprons.

7. Utilities include electricity, telephone, trash disposal and dumpster, and recycling charges from experience in the Los Angeles market and expenses outlined in the Proposal. The utility expenses average 0.5% of Gross Sales per year. This is correct.

8. Marketing fees include fees incurred in promoting the remodeled restaurant and other entities on the property to attract local business from the community.

9. Other Variable expenses include any royalty/Chef Partner development fees due, repairs and maintenance fees due to keep the property looking clean, fresh, and up to date, automobile repairs and insurance, minor equipment costs, banking fees, and any pre-opening costs incurred prior to the opening of the locations, which include pre-opening labor, legal fees, and other expenses used to get the location open that are not capitalized.

10. Insurance costs include any liability insurance purchased for the location.

11. Licenses and Permits costs include all fees for getting the necessary permits and local taxes paid for the locations.

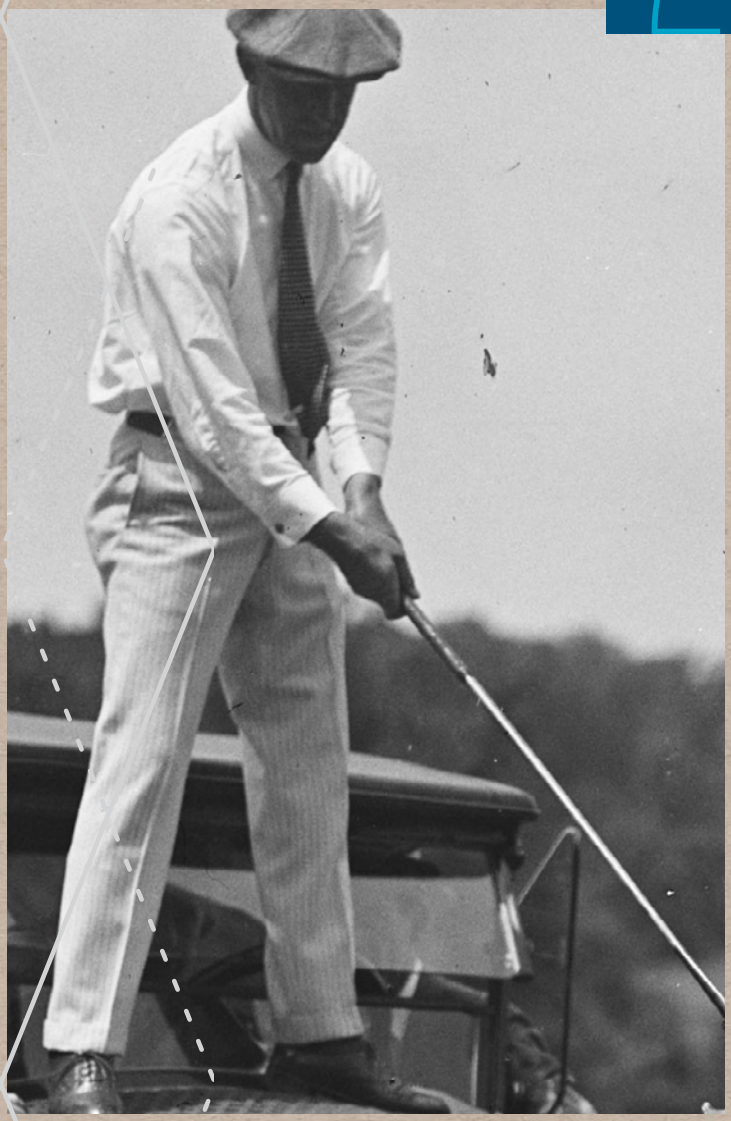
12. Rent calculations (Occupancy Costs) are based on financial offer and rent percentages stated in the Proposal.

The Tavern at Rancho Park, LLC
Capture Rate Assumptions

	Driving Range				*Golf Rounds*				*Neighborhood*			
Hours of Operation	6 AM - 9 PM				6 AM - 5 PM				7 AM - 10 PM			
Total Hours of Ops	15				11				15			
Total Bays/Rounds	45				98,000				126,035			
Weekend Occupancy	95%				100%				100%			
Weekday Occupancy	65%				100%				100%			
Hours per Occupant	1											
Weekend Visitors/Yr.	66,690				27,923				35,911			
Weekday Visitors/Yr.	110,126				70,077				90,124			
Total Annual Visitors	**176,816**				**98,000**				**126,035**			
	Outside GnG	***Tavern***	***Halfway***	***Cart***	***Outside GnG***	***Tavern***	***Halfway***	***Cart***	***Outside GnG***	***Tavern***	***Halfway***	***Cart***
Capture Rate	50%	20%	0%	0%	10%	50%	40%	25%	0%	20%	0%	0%
Potential Customers	88,408	35,363	0	0	9,800	49,000	39,200	24,500	0	25,207	0	0
Average Check	$ 6.00	$ 24.33	$ 5.50	$ 5.00	$ 6.00	$ 24.33	$ 5.50	$ 5.00	$ 6.00	$ 24.33	$ 5.50	$ 5.00
Projected Sales	$ 530,449	$ 860,506	$ -	$ -	$ 58,800	$ 1,192,333	$ 215,600	$ 122,500	$ -	$ 613,370	$ -	$ -
Tavern Avg. Check												
Breakfast	$ 15.00	33%			$ 15.00	33%			$ 15.00	33%		
Lunch	$ 18.00	33%			$ 18.00	33%			$ 18.00	33%		
Dinner	$ 40.00	33%			$ 40.00	33%			$ 40.00	33%		

2.0

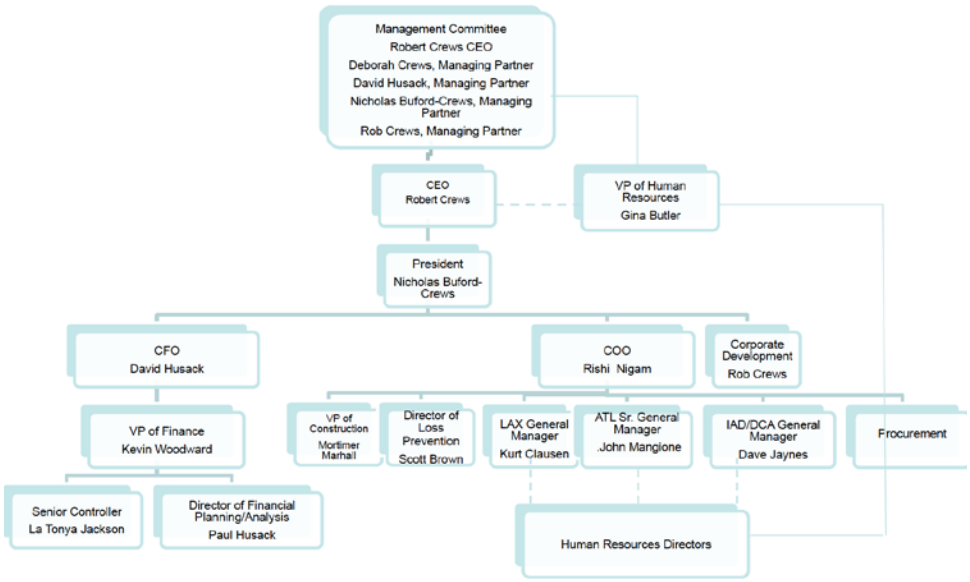
MANAGEMENT & OPERATIONS PLAN



MANAGEMENT & OPERATIONS PLAN

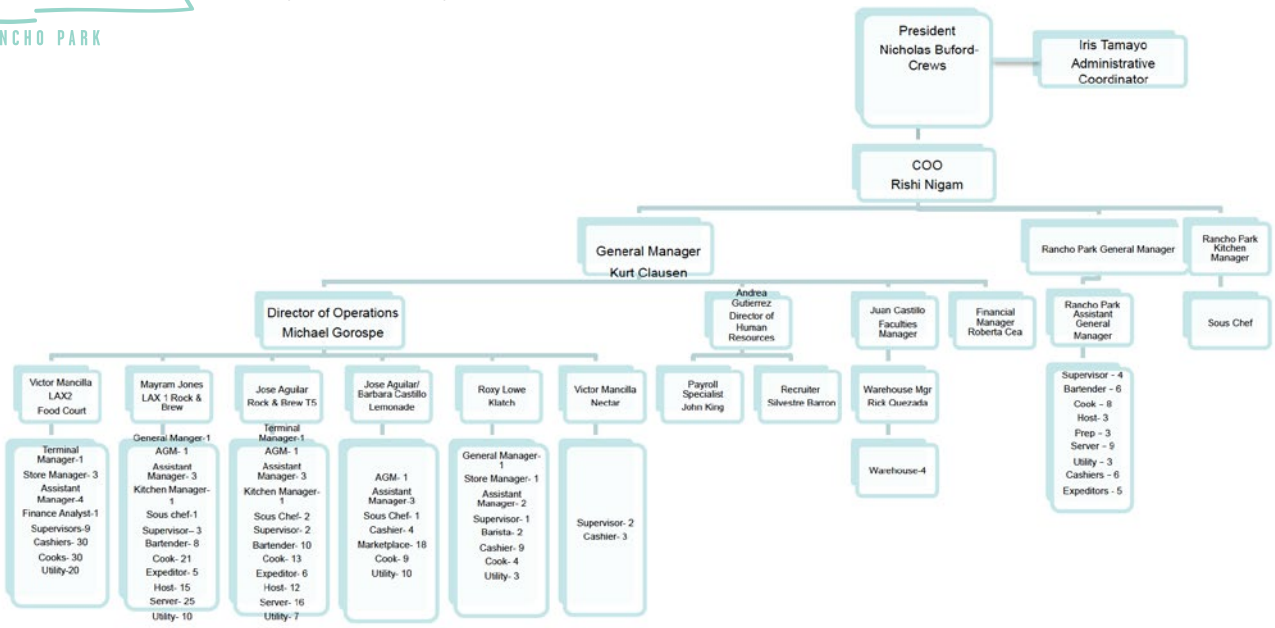
2.1 ORGANIZATIONAL STRUCTURE

2.1.1 EXISTING CREWS EXECUTIVE
Management & Organization Chart
September 2017



(note existing Crews infrastructure will support and oversee the management and hiring of the TRP facility and team)

EXISTING AND PROPOSED LOS ANGELES
Management & Organization Chart



2.1.2 CORPORATE LEVEL MANAGEMENT

The Tavern at Rancho Park management team is comprised of a local management team who have developed aggressive programs to recruit quality managers and associates in order to provide excellent customer service and guest experience.

Committed to hiring the right talent to create a team environment that will consistently exhibit cooperation, teamwork, productivity, self-management and flexibility to ever-changing demands.

Our exceptionally strong senior management team has diverse experience in the retail, restaurant and airport concessions industries. The Crews and TRP partners are able to leverage an unmatched legacy built over four decades of airport and street-side F&B and retail expertise.

Crews is an minorityowned operating company that independently operates all of its thirty three (33) locations in four (4) of the busiest airports in the U.S. Crews currently has five (5) prime contracts as an Airport Certified Disadvantage Business Enterprise operator. Crews independently employs over 850 employees and oversees its operations with a full executive staff, onsite managers and team members, 13,000+ square foot Los Angeles based distribution center/office, accounting department, procurement department and loss prevention. Day-to-day our team focuses on exceeding the customers expectations, speed of service, product quality, efficient and clean operations, recruiting talented individuals, training and incentivizing current team members, on-site management execution of strategic plans and innovations in order to assure patrons have the best experience

2.2.1 RESUMES OF KEY STAFF MEMBERS

Crews and The Tavern at Rancho Park team has extensive experience operating food, beverage, and retail concessions at the world's largest airports, including Hartsfield-Jackson Atlanta and Los Angeles International Airports, as well as locally throughout Los Angeles.

It is our team's goal to be recognized as the premier retailer and food and beverage operator in America, with a reputation for providing the highest level of customer care while achieving superior sales. Our operations are vibrant and welcoming, providing the customers with a unique experience and unparalleled customer service.

THE TAVERN AT RANCHO PARK
EXECUTIVE/CORPORATE TEAM

- **Robert Benjamin Crews, Jr., Chief Executive Officer** – Mr. Crews will manage and provide leadership to the all Executive level members of the Company

- **Nicholas Buford, President** – Mr. Buford will oversee and manage oversee all financing, strategic planning, business development and operations for the facility

- **Rishi Nigam, Chief Operating Officer** – Mr. Nigram will oversee all development and operations of this project

- **David M. Husack, Chief Financial Officer** – Mr. Husack will oversee all financial operations, budgeting, and accounting

- **Deborah H. Crews, Chief Designer** – Mrs. Crews will oversee all aspects of the facility interior and exterior design by assuring all hired professionals execute the The Tavern ownership team, RAP and City's vision

- **Greg Plummer, Small Business Enterprise Managing Partner**– Mr. Plummer provides operation oversight and SOP guidance to ensure proper staffing, training, and brand execution to exceed customer expectations

- **Mort Marshall, VP of Construction** – Mr. Marshall oversees all design, planning, and construction of the facility in conjunction with our Architects, General Contractors, Project Managers, and construction consultants to ensure on-time and within-budget construction

- **Gina Butler, VP of Human Resources** – Mrs. Butler provides overall HR business leadership support to Crews HR team; Director of HR, HR Specialist, and Talent Acquisition Manager

- **Kevin Woodward, VP of Finance** – Mr. Woodward provides strategic financial leadership and directs and manages the financial and accounting department of 10 staff accountants and coordinators

- **Rob Crews, VP of Development** – Mr. Crews oversees brand partnerships and supports all aspects of the overall development of this project.

In addition to the executive Crews team members outlined above whose resumes are provided, the Tavern at Rancho Park will additional have the following key onsite team members running the day-to-day operations.

- **Tavern at Rancho Park General Manager:** Responsible for executing the day-to-day activities in support of the strategic operations initiatives. This will include, but is not limited to, ensuring a productive and professional operation of all of the Rancho Park food & beverage facilities, coordinate staffing, payroll, and controlling expenses in all areas of the operations.

- **Restaurant Manager(s):** The Tavern at Rancho Park will have its own dedicated restaurant manager that is responsible for the entire operation of the restaurant at all times. This will include, but is not limited to, interviewing and hiring staff and management, training and mentoring, forecasting sales, creating budgets, and being responsible for cost controls with the oversight and support of the Rancho Park executive team in addition to having additional support team members including, but not limited to, Assistant Managers and Supervisors.

- **Restaurant Assistant Manager/Supervisor:** Directly reporting to the Restaurant Manager, these team members are responsible for the entire operation of a single restaurant during their assigned shift. This will include, but is not limited to, interacting with the guests and seeing that all guests are served quality food with the highest levels of service, team member management, and tracking and managing labor and food costs.

- **Executive Sous Chef:** Responsible for the oversight for the entire operations of the kitchen and trained/overseen by Chef Christian Page and Chef Elia Aboumrad. This will include, but is not limited to, overseeing the kitchen staff, ensuring the kitchen area meets health and safety requirements, as mandated by law, and overseeing inventory.

- **Human Resources Manager:** Responsible for recruitment and retention of staff and overseeing the processes by which recruitment takes place. This will include, but is not limited to, handling disciplinary matters and employee dismissals, staying cognizant of and up-to-date with all matters of employment law, ensuring the wellbeing of the company's employees by remaining in compliance with health and safety regulations, and assessing employee performance.

Rishi Raj Nigam
Chief Operating Officer

CURRENT AND PAST RELEVANT EMPLOYMENT

2012 - 2018
International Speedway Corporation- Daytona Beach, FL
Americrown Service Corporation
Vice President

- Oversight of F&B, merchandise, golf cart, and show car business lines for ISC
- Tasked with complete management and processes overhaul of business unit
- Designed F&B and retail components of $400MM Daytona Speedway Renovation
- Daytona International Speedway named 2016 SBJ Venue of the Y ear
- F&B consultant on One Daytona mixed use development project
- Key role in securing and developing branded concessions partners for all tracks
- Provide guidance and signed off on all F&B related corporate partners
- Created new line of business by securing activation for new marketing partner
- Grew revenue 10% on declining attendance to $45+MM since 2012
- Double profit percentage to 20+% each year since 2012 (highest since 2008)
- Rights fees paid to tracks increased by 10% on cash basis
- Reduced headcount by 30% while growing revenue and profitability
- Negotiated new concessions contracts for concerts with Live Nation, AEG, and Phish
- Raised positive guest experience scores by 7-10% at all tracks
- Implemented various IT solutions throughout the company to create efficiencies
- Aligned all tracks by sharing core competencies to create one set of SOP's
- Partner with local and state authorities on alcohol, food, and fire regulations
- Designed and executed first internship program in company history
- Liaison with corporate BOD on business unit welfare
- Certified TEAM Master Trainer and ServSafe Proctor

2004 – 2012
Aramark Sports and Entertainment, Atlanta, GA
Director of Concessions

Atlanta Braves (Turner Field)

- $17+MM revenue with $5+MM EBITDA fiscal year 2011
- Coordination of up to 750 employees and volunteers on a daily basis
- Per capita increase of $0.70 over prior year with lower attendance
- Scored 94 and 96 in most recent two QA audits
- Lowered food cost and labor cost by over 1% from prior year
- Responsible for pricing strategy for 2012 baseball season
- Created SOP handbook for all concessions locations including menu builds
- Worked with celebrity Chef Kevin Rathbun on new steak sandwich concept
- Assisted in design and implementation of new Brick Oven Pizzeria
- Develop competitive pricing negotiation tactics with vendors

- Implementation of best practices and quantitative metrics to improve operation
- Raised fan satisfaction score 8% within first three months of leading division

- Spearheaded food truck concept; featured on Yahoo! Sports in August 2011
- Average score for fifty food outlets was 95+ (Fulton County Department of Health)

Indiana Pacers (Bankers Life Fieldhouse)

- Managed 3 salaried managers, 200 hourly employees, and NPO program
- Direct responsibility of $5+MM in F&B revenue for 250+ event days per year
- Oversight of consigned merchandise business for non-NBA events up to $500k/event
- Implemented branded concepts: Quaker Steak and Lube, Hardee's, Donato's, Red Burrito
- Performed effective shutdown of component and liquidation of inventory within 72 hours
- Created portion cost analysis and adjusted pricing to eliminate inefficiencies
- Increased sales by advertising on napkin dispensers and upgrading all menu boards
- Assisted in development of Asian concessions concept
- Overhauled a lagging vending department and turned it into profitable revenue source

Indianapolis Indians (Victory Field)

- Oversaw staff of 2 salaried managers, 150 hourly employees, and NPO program
- Helped management team secure 10-year contract extension in 2006
- Assisted in $1.2 MM concessions renovations in 2006-2007 offseason
- Lowered concessions spoilage and cash shortages to under 1%
- Raised non-profit participation by 50% and increased payouts by 238%
- Spearheaded safety initiatives that lowered OSHA claims and safety incidents by 25%
- Directed creative program that led to 75% increase in vending per cap
- Managed implementation of ServSafe and HACCP to increase quality and reduce threats
- Helped component achieve one of highest scores in district, corporate, & 3rd party audits

Education

2009-2011 Indiana University, Kelley School of Business

Master of Business Administration Double Major: Finance and Entrepreneurship

2001-2006 Purdue University

Bachelor of Science Hospitality and Tourism Management

Additional Experience

- University of Georgia Bulldogs-Support for football and basketball games
- Gwinnett Braves o Support for opening day
- Minnesota Timberwolves o Trained new management team during 2007-08 NBA season
- Minnesota Vikings o Supported management team during 2007-08 NFL season
- University of Minnesota Gophers o Support for various events
- Colorado Rockies o Management team leader for 2007 MLB Playoffs and World Series
- University of Iowa Hawkeyes Football o Supervisory support for multiple games
- Rib America Festival – Indianapolis o Concessions manager from 2007-09
- Verizon Wireless Music Center o Managed 100+ concerts at #1 Live Nation Amphitheatre

Robert Benjamin Crews, Jr.
Chief Executive Officer– Crews

PROFESSIONAL BACKGROUND

Robert Crews is one of the original airport concession pioneers. With over 42 years of experience, Mr. Crews was one of the first airport concessionaires to introduce the café component to newsstands and bookstores, with The Eight Gate in Ronald Reagan Washington National Airport in the 1980's, Benjamin Bookstore Cafes in Dallas/Fort Worth International Airport in 1994, and Hartsfield-Jackson Atlanta International Airport (HJAIA) in1996. These concepts have stood the test of time and remain highly successful operations today, such as Café Intermezzo/Buckhead Books at HJAIA. His companies have provided retail services to the passengers of Los Angeles International Airport (LAX) since 1994, with annual sales at one-time reaching $15 million and today in HJAIA generating over $20 million sales annually since 2008. Currently, Crews has four (4) sit-down restaurant and fast casual locations in operation at LAX generating over $32 million, with a four (4) location food court and one (1) grab and go Kiosk also currently in operation. Crews also currently operates six (6) retail locations in Washington Dulles International and four (4) food & beverage/retail locations in Ronald Reagan Washington National Airport.

CURRENT AND PAST RELEVANT EMPLOYMENT

2008 – Present
Airport Retail Management – Atlanta, GA
President/CEO

- In 2008 Airport Retail Management, JV (ARM) formed as a partnership between Robert Crews, Deborah Crews, and David Husack.
- ARM and Areas USA formed a joint venture to respond to the concession RFP at Hartsfield- Jackson Atlanta International Airport. ARM was successful in being awarded fourteen (14) retail, café, and kiosk operations.
- As president, Mr. Crews led the rebranding and remodel of the fourteen (14) ARM stores from May 2008 to December 2009.
- ARM is highly regarded for their store design, quality offerings, and excellent customer service. ARM generated over $24 Million in revenue in 2014.
- ARM has been awarded two "best specialty retail" concept awards for the innovative BlackBerry stores by Airport Revenue News.
- The Café Intermezzo/Buckhead Books location in Concourse B is regarded as a standard for design and customer amenities in the airport marketplace.

1994 - Present
Crews of California – Los Angeles, CA
PRESIDENT/CEO

- Owns and operates nine (9) Food & Beverage operations in LAX in the categories of Full Service, Fast Casual, and Quick Service Restaurants.
- Owns and operates one (1) full service gift/newsstands in Terminal 1 of LAX.
- Robert is responsible for all aspects of Crews of California's operations including, the management of operations, merchandising, and store development on a daily basis through a team of on-site managers.

1972 – 2000
The Benjamin Company – East Brunswick, NJ
Founder, President/CEO

- Founded Benjamin Books in 1972, growing the company to a nationally recognized airport bookstore brand.

- First minority owned company in the country to win and operate a prime concessions contract at two major airports (Ronald Reagan Washington National Airport and Washington Dulles International Airport) for all news, gifts and book retail outlets.
- Opened three (3) airport bookstore cafés in the United States at Dallas/Fort Worth International Airport in 1994.
- Opened Atlanta's first bookstore cafe, at the airport on Concourse B in 1996. This unique store was one of the highest revenue producing retail outlets at the airport and consistently received recognition for excellence in customer service.
- Over a twenty-five year period, developed America's first nationally recognized airport bookstore chain, Benjamin Books, with multiple stores in major airports across the country. These stores were known as full service bookstores that were of the highest design standards, with knowledgeable booksellers. In December of 2001 Crews finalized the sale of the Benjamin Company to WH Smith, keeping the existing newsstands contract at LAX.

CERTIFICATIONS

Served in the United States Army
Founding member of the Airport Minority Advisory Council (AMAC)
Member of the National Association of Guardsman
Member of the National Association for the Advancement of Colored People (NAACP)
Served as Board Member for the National Minority Junior Golf Association
Serves on Princeton University Board of Sociology

Nicholas D. Buford, Esq.
President– Crews

PROFESSIONAL BACKGROUND
Nicholas Buford has over twelve (12) years experience in the retail, food and beverage/hospitality airport concessions industry. Growing up in the airport concessions business, Mr. Buford has worked in various facets of the industry including, but not limited to, management of day-to-day operations, human resources, purchasing, and loss prevention. Nicholas & Associates is his ACDBE certified firm out of his home town of Los Angeles, California, which provides professional consulting for airport concessionaires on all aspects of the industry. Under the partnership "Crews", Nicholas & Associates operates six (6) retail locations at Washington Dulles International Airport, four (4) food & beverage/retail locations at Ronald Reagan Washington National Airport and nine (9) sit-down restaurant and fast casual locations at Los Angeles International Airport.

CURRENT AND PAST RELEVANT EMPLOYMENT
2015-Present
Airport Retail Management – Atlanta, GA
Chief Operations Officer

2007 – Present
Nicholas & Associates – Los Angeles, CA
President and CEO

- Owns and operates six (6) retail locations at Washington Dulles International Airport.
- Oversaw building, planning, hiring, and operations for nine (9) airport restaurants at Los Angeles International Airport , six (6) retail locations at Washington Dulles Airport and four (4) retail and food & beverage locations at Ronald Reagan Washington National Airport.
- Provide consulting services for airport concessionaires.
- Pursuing contracting opportunities & subconcessionaire opportunities at top U.S. airports.

2009 – 2011
Crews of California – Los Angeles, CA
General Manager of Operations

- Responsible for the achievement of sales plans and profit margin while constantly identifying new ways to generate and maximize sales to achieve goals.
- Utilize his dynamic leadership ability to motivate staff and exceed expectations of the customer and airport staff.
- Manage payroll and controllable profit within established guidelines.
- Ensure all company merchandise presentation standards are met.

2007 – 2009
Crews of California – Los Angeles, CA
Special Assistant to President and Chief Operating Officer (COO)

- Liaison between President, COO, General Manager and airport officials.

2007
Interscope Geffen A&M Records – Santa Monica, CA
Legal & Business Affairs Intern

- Drafted and reviewed new artist, side artist, production, licensing and marketing agreements.

EDUCATION

JD, William S. Boyd School of Law, University of Nevada Las Vegas
BA, Business Administration (Finance Concentration), Morehouse College (Atlanta, GA)

CERTIFICATIONS

Member, Airport Minority Advisory Council (AMAC)
Member, California Bar Association since 2009

David M. Husack
Chief Financial Officer - Crews

PROFESSIONAL BACKGROUND

Mr. Husack has over 40 years of experience in food, beverage, and retail in airport concessions.
He currently serves as Chief Financial Officer for Crews of California and its affiliates. Mr. Husack also serves as a key member of the operations team with all of these companies. As a partner of Airport Retail Management, Mr. Husack owns and operates fourteen (14) location at Hartsfield-Jackson Atlanta International Airport. Under the partnership "Crews", The Pinnacle Management Group also operates six (6) retail locations at Washington Dulles International Airport, three (3) food & beverage/retail locations at Ronald Reagan Washington National Airport and nine (9) sit-down and fast casual dining locations at Los Angeles International Airport.

CURRENT AND PAST RELEVANT EMPLOYMENT

2008 - Present
Crews of California and Affiliates – Atlanta, GA
Managing Partner and Chief Financial Officer

- Assists in the operation of thirty two (32) Food & Beverage, News & Gift and Specialty Retail Locations located in Hartsfield-Jackson Atlanta International, Los Angeles International, Washington Dulles International and Ronald Reagan Washington National Airports.
- Has chief responsibility for income statements, capital spending, lease administration, accounting, and human resources.

1998 - Present
Crews of California – Los Angeles, CA
Chief Financial Officer

- Assists in the overall operation of nine (9) food and beverage locations and one (1) retail location in Los Angeles International Airport.
- Oversees all accounting, capital spending, income statements and new concept development.

1997 – 2012
Hartsfield Hospitality – Atlanta, GA
Managing Partner/Owner

- Assists in the operation of six (6) food and beverage operations in Hartsfield-Jackson Atlanta International Airport and George Bush Houston Intercontinental Airport.
- Had responsibility for oversight of company financial position including income statements, cash flow, operational controls and analysis.

1994 - 1996
Host Marriott – Atlanta Airport
Vice President of Operations

- Led a team of six (6) that successfully bid and won concession contracts in Hartsfield-Jackson Atlanta International Airport, valued in excess of $70 million in annual sales.
- Prepared financial documents to receive bid approval, and developed the bid proposal document.
- Developed the concept and design for concession facilities.
- Subleased concessions to twelve (12) DBE partners.
- Coordinated development and construction processes under demanding timelines.
- Started up and operated the facilities, with P&L responsibility.

1992 - 1994
Host Marriott – Atlanta Airport
Regional Vice President

- Managed sixteen (16) airport concession operations with over $65 million in sales and 1,500 employees.
- Held responsibility for P&L, capital spending, lease administration, minority business implementation, new concept development, accounting, product specifications and human resources.
- Implemented national brands with sales increases of up to 30%.
- Exceeded 1993 and 1994 sales profit goals by 10% and 14% respectively.
- Achieved high quality Assurance and customer satisfaction ratings.

1984 - 1992
Dobbs Houses – Atlanta, GA
Regional Vice President

- Managed five (5) to fifteen (15) food and beverage concessions with up to $90 million in sales.
- Opened six (6) new operations in a three (3) year period.
- Raised the standard of expectation in terms of quality, cost controls and service, immediately increasing sales by as much as 10% and margins by 3%-5% in the region.
- Grew the region to fifteen (15) cities, successfully transitioning new acquisitions.
- Led a special performance team to enhance performance through innovative sales ideas.
- This team increased sales 12%-15% and profits 15%-20%.

EDUCATION
BS – Major: Industrial Management – Graduated Summa cum Laude,
Georgia Institute of Technology, Atlanta, GA (1974)
Marriott Executive Development Program, University of Maryland

CERTIFICATIONS
Serve Safe Food Handling Certification

Deborah Honore' Crews
Chief Designer – Crews

PROFESSIONAL BACKGROUND

An architect and entrepreneur, Mrs. Crews has held executive level position in the private and public sector, in addition to managing her own business. An integral part of the Crews operations since 1994, Mrs. Crews has been responsible for as many as fifty-two (52) retail locations and four (4) cafes in the U.S. She is currently responsible for thirteen (13) retail locations and one (1) café at the Hartsfield-Jackson Atlanta International Airport(HJAIA). Mrs. Crews is a key member of the Crews development team, responsible for design and construction. Mrs. Crews' operational expertise was essential in the development and operation of Crews' newest locations in operation today; nine (9) food & beverage locations at LAX, (6) retail locations in Washington Dulles International Airport and four (4) food & beverage and retail locations at Ronald Reagan Washington National Airport.

CURRENT AND PAST RELEVANT EMPLOYMENT

2008 - Present
Airport Retail Management – Atlanta, GA
Managing Partner

- Oversees the operation of thirteen (13) newsstand/gift stores, specialty retail stores, 2 bookstores and a 2500 square foot full service café, Café Intermezzo at HJAIA.

1996 - Present
Crews of California – Los Angeles, CA
Managing Partner

- Oversees the operation of nine (9) Food & Beverage operations at LAX.
- Oversees the operation of six (6) retail locations at Washington Dulles International Airport.
- Oversees the operation of four (4) food & beverage and retail locations at Ronald Reagan Washington National Airport.

1994 - 2000
The Benjamin Company – Los Angeles, CA
Director of Operations/Design and Construction Manager

- Responsible for the daily operation of retail outlets that employed approximately 800 people throughout the country.
- Design and Construction Consultant for multiple retail projects at Los Angeles International Airport, Dallas-Fort Worth International Airport, Hartsfield-Jackson Atlanta International Airport, and Denver International Airport.

1989 - Present
Honore' Electric Construction and Design
Principal

- Responsible for project solicitation and management of contractors, estimators and design professionals for projects throughout the greater Los Angeles area.

TRW, Inc.

- Early in Crews' design career, she was a decision-maker for TRW, leading design development and supervising design and construction of the corporation's Fairlakes Park facilities. As staff manager, Mrs. Crews was responsible for the design and construction of a multitude of facility modifications and expansion projects to increase office, laboratory, and computer facilities.

EDUCATION
BA in Architectural Science and MA in Architecture from Tuskegee University

CERTIFICATIONS
Member, Delta Sigma Theta Sorority
Member, Airport Minority Advisory Council (AMAC)
Member, National Association for the Advancement of Colored People (NAACP)
Founding Board Member, Delta Education Leadership Training Academy Foundation
Chair Tuskegee University Foundation Board

Robert Benjamin Crews, III
Vice President of Development – Crews

PROFESSIONAL BACKGROUND

Robert Benjamin Crews, III has worked in every aspect of the Food & Beverage/Hospitality industry for the past eighteen (18) years. After a career in restaurant management, he worked for Crews of California (Crews) at Los Angeles International Airport managing retail and warehouse operations. In 2008, he relocated to Atlanta to play a pivotal role in the startup of Airport Retail Management (ARM) at Hartsfield-Jackson Atlanta International Airport. As the Food and Beverage Manager, he assisted in the opening and operation of Café Intermezzo and Savannah's Candy Kitchen. In 2011, he took a role in start-up of the Development department for Crews and is now the Chief Development Officer. During his time as CDO, he has been successful in being awarded six (6) airport concessions contracts with Crews. Aside from his duties with Crews, he also owns his own Atlanta based ACDBE certified airport concession operation and consulting firm RC3 Enterprises, LLC (RC3). RC3 operates eight (8) retail and seven (7) food & beverage locations in three (3) airports across the country.

CURRENT AND PAST RELEVANT EMPLOYMENT

2011- Present
Airport Retail Management – Atlanta, GA
Chief Development Officer

- Responsible for brand and concept partnerships.
- Facilitates local and joint venture partnerships.
- Provides financial and statistical analysis of RFP opportunities.
- Spearheads RFP Preparation.
- Oversees corporate marketing.

2009 - Present
RC3 Enterprises – Atlanta, GA
President/CEO

- Owns and operates six (6) retail locations at Washington Dulles International Airport, nine (9) food & beverage locations at Los Angeles International Airport and four (4) retail and food & beverage locations at Ronald Reagan Washington National Airport.
- Provides airport concession development and operation consulting services.
- Specializing in concept development, financial analysis, and operations.

2008 - 2011
Airport Retail Management – Atlanta, GA
Food and Beverage Manager

- Responsible for day to day operations for Café Intermezzo/Buckhead Books and Savannah's Candy Kitchen, with sales totaling $7 million dollars annually.
- Assisted in all Food & Beverage concept design, hiring, menu preparation, and operations.
- Assisted in operation of thirteen (13) retail outlets and product distribution.

2007 - 2008
Crews of California – Los Angeles, CA
Assistant Operations Manager

- Assisted in the operation, merchandising, and product distribution of five (5) retail stores and two (2) kiosks.

EDUCATION

BA in Restaurant/Hospitality Management from Johnson & Wales University

CERTIFICATIONS

Member, Airport Minority Advisory Council (AMAC)
Member, Georgia Restaurant Association
Member, American Management Association (AMA)

Gregory A. Plummer
Small Business Enterprise Managing Partner

PROFESSIONAL BACKGROUND

Having held various positions at Concessions Management Services, a seasoned ACDBE Prime operator at LAX and Las Vegas McCarran Airports, I am well experienced in Management. At the highest point, I managed up 15 direct reports with 400 plus total Employees under Management. I was a critical part of the management team that grew Concessions Management Services from $8mm-$40+ mm in sales.

I started my career with Morgan Stanley as a Financial Advisor responsible for creating meaningful client relationships for Wealth Management Clients. A large part of my responsibilities was to identify client's needs and sale them on value added services our firm provided. Since then, I have become an expert at restaurant menu development and merchandising plans to drive sales and create value for my employers.

Over the course of my career, I have used effective communication to advance the interest of my employers. Through written communication in creating proposals that demonstrated why we were he best firm for an Request for Proposal or for Verbal communication, in oral interviews and brand presentations on why you should engage with business with the particular company. I have also completed the Landmark Forum which creates awareness and how to effectively communicate to any group of people. Leadership is something that was instilled in me from a very early age. From serving on the Foundation Board for Airport Minority Advisory Council to leading and inspiring hundreds of people under management. I have completed several Leadership trainings including Franklin Covey, Panda Express Leadership Institute and The Toney Robbins: Unleashing the Power Within which focuses on becoming a better person, Leader and Inspiring others through action.

CURRENT AND PAST RELEVANT EMPLOYMENT

2010- 2016
Concessions Management Services, Inc. – Los Angeles, CA
Vice President of Business Development

As Vice President of Development, I was responsible for new business growth, structural management and driving value in every part of the company. I was responsible for responding to Request for proposals, creating new brand relationships, developing restaurant business models and design, opening new units, and overseeing company operations.

2008 - 2010
Concessions Management Services, Inc. –Los Angeles, CA
Director of Operations

As Director of Operations, I was responsible for the profitability of our operations in a tumultuous airport environment. I managed procurement and vendor relationships as well as identifying opportunities to improve efficiency in restaurant operations. I implemented new product roll out, managed quality Assurance and the overall morale of employees and our landlord's perception of our operations.

EDUCATION

BA in Business with a Minor in Marketing from Morehouse College

CERTIFICATIONS
Landmark Forum, June 2016

Tony Robbins Unleashing the Power Within, June 2015
Franklin Covey Effective Leadership, August 2013
Franklin Covey, Effective Time Management, 2007

Mortimer M. Marshall III, CSI, ASPE
Vice President of Construction

Dedicated and results oriented professional offering 30+ years of experience in commercial construction providing leadership from initial conception to completion. Achieving goals combined with outstanding technical knowledge of engineering concepts, design, estimates, project management, budgets, schedules and costing, problem solving, organization skills, and time management skills has proven effective in the completion of projects on time and on budget. Excellent analytical skills with attention to detail, ability to assess situations quickly, research information to develop resolutions which is sound and ethical. Outstanding communication, negotiation, and interpersonal skills; able to interact with construction professionals, including architects, engineers, superintendents, owners and representatives at all levels to develop and build strategic relationships with clients.

CURRENT AND PAST RELEVANT EMPLOYMENT

2015 - Present
Crews of California- Los Angeles, CA
Vice President of Construction
Responsibilities include, but are not limited, construction management operations, creating and managing budgets, scheduling, contracts, oversee financial wellbeing of the project, hire contractors, negotiate contracts and assist in design construction plans. Managing all construction projects, conduct meetings, troubleshoot issues, maintenance, building relationships, understanding Airport Authority regulations and ensuring compliance.

1999 – 2015
The Marshall Group, LTD
Principal and Director of Construction Services
Handled projects up to $50 million. Managed 80+ contractors, including electrical, HVAC, specialties, kitchen equipment and all CSI (Construction Specification Institute) divisions 1 - 16, etc. Managed project scope, changes, contracts, budgets, scheduling and costs, reports, reviewed and negotiated sub-contractors and vendor invoicing including value engineering, tracking of long lead construction materials and specialty equipment to avoid delay of the construction project. Excellent communication and analytical skills assisted in resolution of varying types of issues and concerns with local officials who could have an impact on the completion and timeline of the project. Good understanding of local and out of the area building codes including the National Building Fire Protection Code.

Projects include, but are not limited to;

Bureau of Customs and Border Protection

- One Penn Plaza, New York, NY
- 1100 Raymond Boulevard, Newark, NJ
- 601 West 26th Street, New York, NY
- 1400 L Street, NW Washington, DC

U.S. Postal Service

- U.S. Postal Facility, Woodbridge, VA
- U.S. Postal Main Facility, Fairfax, VA

Fairfax County Public Schools

- Kent Gardens Elementary School Renewal, McLean, VA
- Wolftrap Elementary School Renewal, Fairfax County, VA
- Lake Anne Wolftrap Elementary School Renewal, Reston, VA
- Sunrise Valley Elementary School Renewal, Reston, VA

Delaware State University DE

- Science Center Annex
- New School of Management

1987 – 1999
Tishman Construction
Project Manager
Started as Superintendent and promoted to Project Manager, responsibilities included, management of complete job site which included 500 workers, negotiations, scheduling and costing, management, reports, and all CSI (Construction Specification Institute) divisions 1 - 16, etc. Managed project scope, changes, contracts, budgets, scheduling and costs, reports, reviewed and negotiated sub-contractors and vendor invoicing including value engineering, tracking of long lead construction materials for data and specialty equipment to avoid delay of the construction project. Managed projects to always meet the deadline and under budget.

Projects include, but are not limited to;

- Ronald Reagan Building
- BTG
- Collier, Shannon, Rill & Scott
- XComm Communications – Data Center
- L3 Communications – Data Center
- WorldComm – Data Center

1985 – 1987
Rand Construction
Superintendent
As Superintendent responsibilities included, management of complete job site which included 80 workers, negotiations, scheduling and costing, management, reports, and all CSI (Construction Specification Institute) divisions 1 - 16, etc.

REGISTRATION

CSI, ASPE, Licensed Contractor, Virginia

EDUCATION and CREDENTIALS

Tuskegee University, Tuskegee, Alabama; Business California Polytechnic University, CA; Construction Management

REFERENCES

Available Upon Request

Juan Castillo
Facilities Operations Manager

Objective
Driven Facilities Operations Manager with an extensive background in Construction Project Management, Logistics and Distribution.

CURRENT AND PAST RELEVANT EMPLOYMENT

2014 - Present
Crews of California- Los Angeles, CA
Facilities Operations Manager
Manage Facilities operations for busy airport concessionaire. Responsible for the upkeep and maintenance of facilities operated by Crews. Responsible for the daily logistics and flow of products and equipment in and out of the airport. Implemented preventive maintenance program to support operations inside airport. Responsible for project management for all or our units in the airport and distribution center including repairs, new construction, and remodeling projects. Keep and maintain inventory control of all products and equipment.
Train and mentor team members and drivers on best practices to keep inventory levels efficient and free of variances. Held inventory variances to less than .5% from a flow of Inventory of over 2 million dollars. Work closely with purchasing and sales departments to execute programs successfully. Implemented and maintain safety procedures to keep our team members and facilities safe. Maintained a fleet of trucks and warehouse equipment such as forklifts, pallet jacks etc. in safe working conditions. Communicate and resolve any issues in a professional manner with vendors, General Contractors, subcontractors and city inspectors.

1998 – 2014
Newsways – Los Angeles, CA
Facilities and Logistics Manager
Managed a facilities operations and logistics teams of eight technicians and associates throughout California. Managed construction projects from start to finish. Managed and led team members and contractors to execute effectively and meet deadlines and targeted goals within budget. Managed process of all change orders. Verified that all facilities projects were executed according to code and plans. Meet with city inspectors and deputies for all inspections for all trades involved in every project. Safety standards were maintained on a daily-basis. Built and maintained relationships with over 20 contractors for all trades. Maintained professional relationships with vendors, city inspectors, deputies and contractors.
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Education/ Licenses

General Contractors License- class B - CA

C-33- Painting and Decorating – CA

Glendale Community College September 2005

Leadership and Management Certificate

John Marshall High School June 1997
High School Diploma- Honor Graduate

Skills
Project Management, Facilities Management, Work force training, Team leadership, Employee scheduling, Subcontractor Management, Reports generation and analysis, Customer needs assessment, Conflict resolution, Order processing, Inventory Control Internet savvy, Customer Service.

Interpersonal Skills
Excellent communication skills, Self-motivated, Strong organizational skills, Listening skills, Computer proficient, Microsoft Office, Quick leaner, Strong client relations, Energetic work attitude, and Adaptability.

Rishi Raj Nigam
Chief Operating Officer

CURRENT AND PAST RELEVANT EMPLOYMENT

2012 - 2018
International Speedway Corporation- Daytona Beach, FL
Americrown Service Corporation
Vice President

- Oversight of F&B, merchandise, golf cart, and show car business lines for ISC
- Tasked with complete management and processes overhaul of business unit
- Designed F&B and retail components of $400MM Daytona Speedway Renovation
- Daytona International Speedway named 2016 SBJ Venue of the Y ear
- F&B consultant on One Daytona mixed use development project
- Key role in securing and developing branded concessions partners for all tracks
- Provide guidance and signed off on all F&B related corporate partners
- Created new line of business by securing activation for new marketing partner
- Grew revenue 10% on declining attendance to $45+MM since 2012
- Double profit percentage to 20+% each year since 2012 (highest since 2008)
- Rights fees paid to tracks increased by 10% on cash basis
- Reduced headcount by 30% while growing revenue and profitability
- Negotiated new concessions contracts for concerts with Live Nation, AEG, and Phish
- Raised positive guest experience scores by 7-10% at all tracks
- Implemented various IT solutions throughout the company to create efficiencies
- Aligned all tracks by sharing core competencies to create one set of SOP's
- Partner with local and state authorities on alcohol, food, and fire regulations
- Designed and executed first internship program in company history
- Liaison with corporate BOD on business unit welfare
- Certified TEAM Master Trainer and ServSafe Proctor

2004 – 2012
Aramark Sports and Entertainment, Atlanta, GA
Director of Concessions

Atlanta Braves (Turner Field)

- $17+MM revenue with $5+MM EBITDA fiscal year 2011
- Coordination of up to 750 employees and volunteers on a daily basis
- Per capita increase of $0.70 over prior year with lower attendance
- Scored 94 and 96 in most recent two QA audits
- Lowered food cost and labor cost by over 1% from prior year
- Responsible for pricing strategy for 2012 baseball season
- Created SOP handbook for all concessions locations including menu builds
- Worked with celebrity Chef Kevin Rathbun on new steak sandwich concept
- Assisted in design and implementation of new Brick Oven Pizzeria
- Develop competitive pricing negotiation tactics with vendors

2.2.2 DESCRIPTION OF PROPOSED STAFFING REQUIREMENTS WITH SUMMARY OF DUTIES

Over the course of two to four months, each candidate will receive hands-on experience as a server, bartender, greeter, prep/line chef, and more. Interspersed with these duties are frequent manager shifts, including work with our restaurant Controller, Culinary Manager and General Manager. Finally, manager trainees will complete a series of advanced projects in strategic areas including operations, systems, human resources and building sales. Feedback is frequent, candid, and fair, without the simplified grading systems and reductive evaluations found in corporate chains. We believe development is most powerful when it happens through dialogue and collaboration.

SERVER
2 Years Experience Minimum

I. Position summary: Sell and serve food and beverage in a professional, caring manner to guests. Report to work on time, take pride in personal appearance, and show dedication to your job. Display integrity and honesty in all aspects of your employment.

A. Major Responsibilities: Primary duties and responsibilities include, but are not limited to the following:
B. Must pass handbook, service, food, liquor, wine, beer, alcohol awareness and point of sale system tests with scores of 90% or better before working solo shifts; then periodic quizzes and tests.
C. Able to serve 15-25 guests at one time.
D. Complete knowledge of all service, food & beverage information materials.
E. Ability to sell food, liquor, wine, beer and non-alcoholic beverages to guests.
F. Able to use point of sale system to correctly send orders and able to accept different types of payment and make correct change.
G. Welcome guest tables within two minutes and check back after delivery of all beverages and food items within two minutes.
H. Maintain specific side-work assignments and help insure organization and cleanliness of restaurant at all times.
I. Work as a team with all staff to provide an exceptional guest experience.
J. Check identification of guests to insure they are of legal drinking age. Refuse to serve alcoholic beverages in a polite manner to guests who are not of age. Be proactive and don't hesitate to ask for assistance.
K. Observe guest behavior in consumption of alcoholic beverages, count number of cock tails consumed, and offer assistance when necessary. Be proactive and don't hesitate to ask for assistance.
L. Able to interact with guests in a friendly professional manner with sense of urgency. Strive to take care of guest needs and exceed expectations.
M. Report to work on time in neat, cleaned and pressed attire within restaurant guidelines. Well- groomed hair and personal hygiene is essential. Jewelry, perfume or cologne must be subtle.
N. Other duties as directed by training materials, memos and staff checklists.
O. Essential Physical Requirements: estimated percentage of daily physical requirements and/or number of pounds that may need to be lifted on the job.
P. 90% -- Walks and stands during entire shift.
Q. 90% -- Continuously reach, bend, and lift up to 35 pounds, carry, stoop and wipe.
R. Dangers include, but are not limited to, cuts, slipping, tripping, falls and burns.
S. Frequent washing of hands following Health Department Guidelines.

HOST/HOSTESS
2 Year Experience Minimum

I. Position Summary: Warm, friendly, immediate greet to guests at the door. Seats and presents clean menus to guests in a professional manner with a sense of urgency, rotating servers, and being keenly aware of the entire dining area.

II. Major Responsibilities: Primary duties and responsibilities include, but are not limited to, the following:

A. Know table numbers and perform opening checklist duties.
B. Know how to use server section map.
C. Run a wait list accurately taking information from guests and quoting proper wait times.
D. Know how to handle large party reservations.
E. Makes sure guests are greeted in a timely manner with a warm smile and proper words.
F. Seat guests making sure to rotate among servers always taking guest requests into consideration.
G. Walk at pace of guest making eye contact and conversation.
H. Let floor managers know if guests are first timers.
I. Make sure table-top is clean and organized; never seat guests at an un-bussed table.
J. If servers are busy or in another area make absolutely sure it's communicated that a new table has been seated; this especially true early and late in shift when servers could be occupied with side work.
K. Seat tables for optimum seating of the restaurant.
L. Visually scans restaurant for open tables and change on server section map.
M. Assist servers whenever possible with pre-bussing, water and refills.
N. Let floor managers know which servers are extremely busy and might be "in the weeds."
O. Seating front desk staff (runners), and make regular updates to greet/filler so wait quotes can be adjusted quickly.
P. Listen for phone and answer using proper greeting. Always address guest in a positive manner. It's not about what we can't do, but what we can do!
Q. Maintain restrooms every 30 minutes and note on restroom checklist at front desk.
R. Sweep and clean front desk area regularly.
S. Menus clean and organized in proper place. Make regular menu runs.
T. Roll silver during slow periods.
U. Fill to go and merchandise orders, if applicable, following Rock & Brews procedural checklists.
V. Interact with guest in and as they leave restaurant in a warm, caring manner.
W. Follow closing checklist and be checked out by manager before leaving.

LINE COOK
2-4 Years Experience Minimum

I. Position: The line cook primary responsibility is to ensure menu items are prepared to guests order specifications and finalizes plate presentation, adhering to all safety, sanitation, and food handling guidelines.

II. Essential Duties and Responsibilities The essential functions include, but are not limited to the following:

A. Ensure menu items are prepared to guests order specifications.
B. Finalizes plate presentation.
C. Displays depth of food knowledge.
D. Knowledge of cooking procedures.
E. Able to work in a high pace and hot environment.
F. Able to prepare food according to food handler's guidelines.
G. Label and date all food stored & rotate food as needed.
H. Able to do repetitive work.
I. Follow opening and closing procedures.

III. Minimum Qualifications (Education, Experience, Skills)

A. Physical ability to lift 50 lbs.
B. The physical ability to balance heavy items.
C. Stand and walk for long periods of time.
D. Previous restaurant experience highly preferred.
E. Able to communicate with prep cooks & wait staff.
F. The ability to stay calm and work efficiently under pressure.
G. Knowledge of equipment and able to report to managers when something is broken or needs repair.
H. Be able to self-motivate in work environment.
I. Keep a clean, stocked and tidy workspace.
J. The ability to follow written or verbal instructions.

IV. Physical Demands and Work Environment

A. The work the line cook does is physically and mentally demanding.
B. They are on their feet much of the time.
C. Line cooks must work well under pressure and exercise tact and patience when dealing with BOH and service staff.
D. The description of the physical demands and the work environment characteristics here represent those that must be met by an employee to successfully perform and those an employee encounters while performing the essential functions of this position.
E. Reasonable accommodations may be made to enable individuals with disabilities to per form the essential functions.
F. While performing the duties of this job, the employee is regularly required to talk or hear.
G. The employee frequently is required to stand and walk with heavy items (up to 50 pounds).
H. The employee is occasionally required to use hands to finger, handle, or feel. Reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl. Specific sensory abilities required by this job include sight, taste, smell, and hearing.
I. While performing the duties of this job, the employee is occasionally exposed to raw meat, moving mechanical parts, airborne particles, hazardous materials, and risk of electrical shock.
J. The noise level in the work environment is moderate to loud.

EXPEDITOR
1-2 Years Experience Minimum

I. Position: The expeditors primary responsibility is to ensure menu items are prepared to guest order specifications and finalizes plate presentation. The expeditor directs the food runners and service staff to deliver completed orders. The expeditor is the food voice for the front of house.

II. Essential Duties and Responsibilities The essential functions include, but are not limited to the following:

A. Ensure menu items are prepared to guest's order specifications.
B. Finalizes plate presentation.
C. Displays depth of menu knowledge.
D. Aware of items out of stock, back in stock, and limited quantities.
E. Stocks POS supplies, expeditor supplies, to go supplies, silverware and plate-ware.
F. Performs cleaning side work as assigned.
G. Supports waiters and kitchen staff in other duties as required.
H. Takes care of the needs of all guests at all times.

III. Minimum Qualifications (Education, Experience, Skills)

A. Physical ability to carry plate-ware.
B. The physical ability to balance heavy items.
C. Previous restaurant experience highly preferred.
D. High energy and stamina required.
E. The ability to stay calm and work efficiently under pressure.
F. The ability to prioritize job duties and manage time effectively.
G. Verbal communication skills required.
H. Willingness to work at all times.
I. The ability to read menus, safety documents, etc.

BARTENDER
2-3 Year Experience Minimum

I. Position Summary: As a bartender, you must be knowledgeable, energetic, friendly, possess exceptional communication skills, and take pride in the restaurant's bar program. A guests dining and/or bar experience should be equally enjoyable and you play a major role in overall picture. Remember, consistency is a key element in a positive guest experience. We achieve this by strict adherence to recipes, procedures and checklists. Your individual personality should shine through; use it to your advantage. You should be organized, and able to think and act quickly and effectively while retaining self-composure. Be guest sensitive and possess a sense of timing. Take pride in punctuality and personal appearance, and show dedication to your job. Display integrity and honesty in all aspects of your employment.

II. Major Responsibilities: Primary duties and responsibilities include, but are not limited to, the following:

A. Must pass handbook, service, food, liquor, wine, beer, and alcohol awareness, point of sale system, and cocktail recipe tests with score of 90%, or better, before working solo shifts, and then periodic tests.
B. Welcome each guest personally within two minutes. Learn guest names, occupations, favorite cocktails and make them feel appreciated. Communicate with guests using clear and enthusiastic words, tone and body language.
C. Report to work on time in neat, cleaned and pressed attire following restaurant guide lines. Well-groomed hair and personal hygiene is essential. Jewelry, perfume or cologne must be subtle.
D. Work as a team with all staff to provide exceptional guest service.
E. Work with fellow staff members to keep bar cleaned and organized.
F. Measure, mix, shake, garnish and serve alcoholic and non-alcoholic beverages for bar patrons and dining room guests following house guidelines and recipes.
G. Able to accurately use point of sale computers with strict adherence to Rock and Brews Bar Accountability System. Able to accept different types of payment and make correct change.
H. Be attentive and anticipate needs of the guest. Follow one-third rule when offering another cocktail. Be alert for guest signals (raising of hand, looking directly at you, etc.), and acknowledge guest so they know you will be right there.
I. Check identification of guests to insure legal drinking age. Refuse to serve beverages in a polite manner to guests who are not of legal age. Don't hesitate to ask a manager for assistance.
J. Observe guest's behavior in consumption of alcoholic beverages, count number of cock tails consumed, and offer assistance, if they need it. Be proactive and don't hesitate to ask a manager for help.
K. Other duties as directed by training materials, memos and checklists.

Essential Physical Requirements of all hourly staff:

- Walks and stands during entire shift.
- Continuously reach, bend, carry, stoop and wipe.
- Remain stationary for long periods of time.
- Frequent washing of hands following Health Department Guidelines.
- Able to lift up to 35 lbs.
- Dangers may include, but are not limited to: slipping, tripping, falling, and cuts.
- You must be of legal age to serve liquor according to state law.

Knowledge, Skills and Requirements:

- Basic mathematical skills and money handling.
- Basic reading skills.
- Basic computer skills.
- Prior knowledge of beer, wine, liquor and cocktail recipes.
- Excellent communication skills.
- Organizational skills.
- Multi-task oriented.
- Knowledge of workplace safety procedures.
- State food handler's or alcohol compliance cards.

DISHWASHER
1 Year Experience Minimum

I. The dishwasher's primary responsibility is to maintain clean, sanitary dishes, glasses and flatware. This role performs a series of kitchen functions including pots and pans washing, general maintenance, and storing food and non-food supplies.

II. Essential Duties and Responsibilities:

A. Operate dishwashing equipment.
B. Wash, distribute and stock clean pots, pans, dishes, glasses and flatware.
C. Clean and sanitize equipment, work surfaces and BOH in accordance to cleaning schedules and procedures.
D. Empty trash cans.
E. Performs cleaning side work as assigned.
F. Maintain dish station in safe and sanitary condition.
G. Maintain BOH as clean, stocked and well organized.
H. Assists in overall ongoing maintenance of facility.
I. Supports kitchen staff in other duties as required.
J. Follows safety regulations.

F. Measure, mix, shake, garnish and serve alcoholic and non-alcoholic beverages for bar patrons and dining room guests following house guidelines and recipes.
G. Able to accurately use point of sale computers with strict adherence to Rock and Brews Bar Accountability System. Able to accept different types of payment and make correct change.
H. Be attentive and anticipate needs of the guest. Follow one-third rule when offering another cocktail. Be alert for guest signals (raising of hand, looking directly at you, etc.), and acknowledge guest so they know you will be right there.
I. Check identification of guests to insure legal drinking age. Refuse to serve beverages in a polite manner to guests who are not of legal age. Don't hesitate to ask a manager for assistance.
J. Observe guest's behavior in consumption of alcoholic beverages, count number of cock tails consumed, and offer assistance, if they need it. Be proactive and don't hesitate to ask a manager for help.
K. Other duties as directed by training materials, memos and checklists.

Essential Physical Requirements of all hourly staff:
- Walks and stands during entire shift.
- Continuously reach, bend, carry, stoop and wipe.
- Remain stationary for long periods of time.
- Frequent washing of hands following Health Department Guidelines.
- Able to lift up to 35 lbs.
- Dangers may include, but are not limited to: slipping, tripping, falling, and cuts.
- You must be of legal age to serve liquor according to state law.

Knowledge, Skills and Requirements:
- Basic mathematical skills and money handling.
- Basic reading skills.
- Basic computer skills.
- Prior knowledge of beer, wine, liquor and cocktail recipes.
- Excellent communication skills.
- Organizational skills.
- Multi-task oriented.
- Knowledge of workplace safety procedures.
- State food handler's or alcohol compliance cards.

BUSSER/UTILITY
2-3 Years Experience Minimum

I. Position The bussers primary responsibility is removing used dishes, glasses and flatware, and preparing tables in a professional manner for new guests. This role serves to expedite seating guests in a timely manner.

II. Essential Duties and Responsibilities: The essential functions include, but are not limited to the following:
A. Removes dishes, glasses, flatware and any other items from table following guests' meal.
B. Clean and professionally prepare table for new guests in accordance with company standards.
C. Performs cleaning side work as assigned.
D. Keeps bus stations clean, stocked and organized.
E. Assists in overall ongoing maintenance of facility.
F. Supports waiters and kitchen staff in other duties as required.
G. Takes care of the needs of all guests at all times.

III. Minimum Qualifications (Education, Experience, Skills)
A. Physical ability to carry trays and tubs filled with various small wares not exceeding 50 pounds.
B. The physical ability to balance heavy items.
C. Previous restaurant experience highly preferred.
D. High energy and stamina required.
E. The ability to stay calm and work efficiently under pressure.
F. The ability to prioritize job duties and manage time effectively.
G. Verbal communication skills required.
H. Willingness to work at all times.
I. The ability to read menus, safety documents, etc.

IV. Physical Demands and Work Environment
A. The work that bussers do is physically and mentally demanding.
B. They are on their feet much of the time.
C. Bussers must work well under pressure and exercise tact and patience when dealing with other employees and guests.

Essential Physical Requirements: Estimated percentage of daily physical requirements and/or number of pounds that may need to be lifted on the job.100% -- Stands during entire shift.

- 50% -- Reaches, bends and stoops frequently.
- 20% -- Carries 20 lbs. highchair about ten times per shift over medium distances (20-30 feet).
- 75% -- Verbally communicates with quests and phone callers.
- Dangers may include, but are not limited to: slipping, tripping and falling.
- Frequent washing of hands following Health Department guidelines.

Crews plans to produce the majority of the items sold throughout the restaurants on the Rancho property onsite. In addition to the team of 3rd party professionals listed below, Crews has the supporting resources and equipment including, but not limited to, the following:

- 13,000 Square Ft. Storage Distribution Center and Corporate Office (new commissary and supporting training facility to be constructed within facility in 2018/2019)
- Three (3) Refrigerated Trucks to Support Daily Deliveries to all Los Angeles facilities

Existing relationships with all major food, beverage and alcohol purveyors in Los Angeles including:

Sysco, Shamrock Foods, LA Specialty, Worldwide Produce, Southern Wine & Spirits, Young's Market, Mission Beverage, Anheuser-Busch, Pepsi Frito Lay, and Coca Cola (outlined in more detail below)

- Postec / Micros POS and Inventory Management System
- Customer Point of View Secret Shopper and Guest Feedback Program
- AEGIS Security Investigations Shopping Services
- View Lite, MViewer and Luma Surveillance/Camera Systems
- Bevager Beverage Inventory Management System
- Microsoft NAV Fully Integrated Inventory and Accounting Software

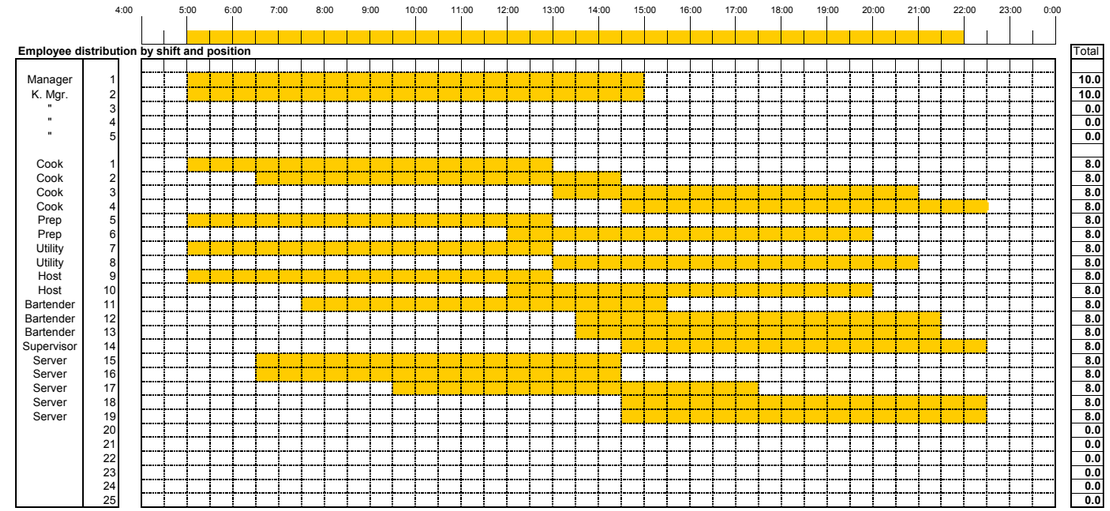
The Crews Team has extensive existing relationships with the best of local distributors and manufacturers to provide the highest quality meats, seafoods and produce in addition to the best of locally sourced products. We also have long standing relationships with adult beverage distributors, and specialty wholesalers, which give us access to on trend ingredients and give our chefs a culinary advantage. All of these relationships represent value oriented pricing based on our collective volume that in turn, is passed on to our consumers to offer high quality and delicious food and beverage at an affordable price point.

The following vendor list represents the list of strategic partnerships and vendors who will help make The Tavern at Rancho Park be successful:

- **Rocker Brother Meat:** Sourcing of the highest grade of antibiotic and hormone free meat and poultry to service our needs.
- **Santa Monica Seafood:** The best sourcing for Fresh and Wild Caught Seafood in Southern California.
- **LA Specialty:** For 32 years LA Specialty has carefully curated fine ingredients and the most unique, seasonally ripe, locally grown produce for our discerning customers in Los Angeles.
- **Sysco of Southern California:** Broad liner distributor for grocery and material needs of Tavern at Rancho Park at the most favorable pricing.
- **World Wide Produce:** The freshest locally sourced and grown produce for our discerning customers in Los Angeles.
- **Pepsi Cola & Stubborn Soda:** Utilizing our relationship with Pepsi Co and Stubborn, we will have greater cost and a wide variety of offerings available to our guest.
- **Stubborn Soda:** No artificial sweetners, no high fructose corn syrup & natural flavors
- **Southern Wine & Spirits:** Adult Spirits, Wine and Draught Beer
- **Young's Market:** Adult Spirits, Wine and Draught Beer
- **InBev:** Anheuser-Busch
- **Cintas:** Uniform services and cleaning materials
- **Eco Lab:** Pest Control Services and Cleaning products
- **Tri-Mark:** Kitchen Equipment and Small-ware needs (See preventative and on going maintenance program)

2.2.3 STAFF SCHEDULES ILLUSTRATING COVERAGE

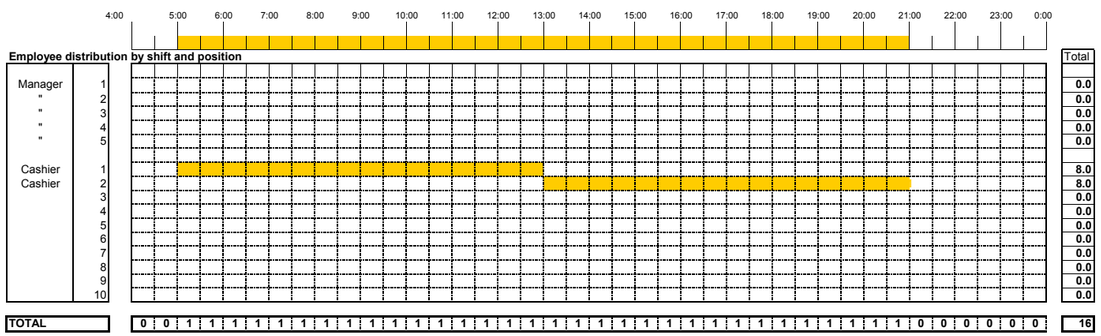
Concept: Tavern at Rancho Park



Recap of all "physically present" in a typical day

2	Managers	19	Personnel	Total	21
20.0	Hours	152.0	Hours	Total	172.0

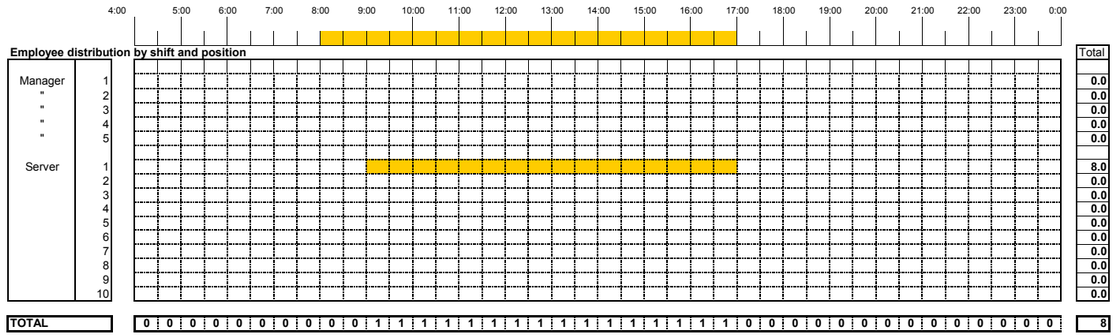
Concept: Fareways Grab & Golf Stand



Recap of all "physically present" in a typical day

0	Managers	2	Personnel	Total	2
0.0	Hours	16.0	Hours	Total	16.0

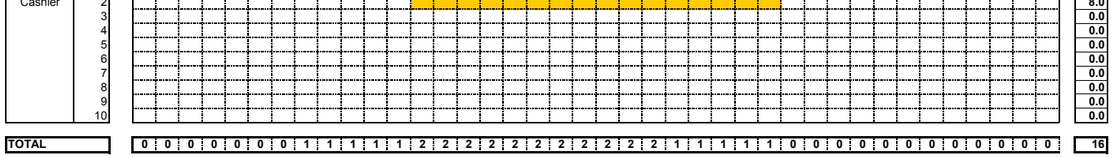
Concept: Fareways Mobile Cart



Recap of all "physically present" in a typical day

0	Managers	1	Personnel	Total	1
0.0	Hours	8.0	Hours	Total	8.0

Concept: Fareways Half-Way Café



Recap of all "physically present" in a typical day

0	Managers	2	Personnel	Total	2
0.0	Hours	16.0	Hours	Total	16.0

2.2.4 ACTIVITIES PERFORMED OFF-SITE

Crews plans to produce the majority of the items sold throughout the restaurants on the Rancho property onsite. In addition to the team of 3rd party professionals listed below, Crews has the supporting resources and equipment including, but not limited to, the following:

- 13,000 Square Ft. Storage Distribution Center and Corporate Office
  (new commissary and supporting training facility to be constructed within facility in 2018/2019)
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Los Angeles including:
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- Postec / Micros POS and Inventory Management System
- Customer Point of View Secret Shopper and Guest Feedback Program
- AEGIS Security Investigations Shopping Services
- View Lite, MViewer and Luma Surveillance/Camera Systems
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- Microsoft NAV Fully Integrated Inventory and Accounting Software

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- InBev: Anheuser-Busch
- Cintas: Uniform services and cleaning materials
- Eco Lab: Pest Control Services and Cleaning products
- Tri-Mark: Kitchen Equipment and Small-ware needs
  (See preventative and on going maintenance program)

2.2.5 STAFF FACILITY CLEANING & MAINTENANCE

Crews utilizes a combination of outside contractors/vendors and our internal team members consisting of our VP of Construction, our Director of Facility Maintenance and our onsite utilities and maintenance staff to uphold our equipment and facility. Crews VP of Construction and Director of Facility Maintenance positions are currently filled by salaried team members holding their general contractor licenses, multiple HVAC, electrical and plumbing certifications and have a combined 40 years of experience in construction and facility maintenance.

Our facility maintenance team partners with the operations and culinary teams to train all team members in proper use and maintenance practices for all furniture, fixtures and equipment utilized at the facility to assure they maintain optimal appearance and function. Continuous upkeep of the facility is the responsibility of all our team members.

Our onsite utilities are assigned to not only support receiving of deliveries, and cleaning of the inside restaurant facility but also the maintenance and cleanliness of the entrance into the facility including, but not limited to, immediate exterior of building and internal restroom facilities. The Tavern at Rancho Park general manager is responsible for assuring our utility staffing is sufficient to have dedicated utilities to support BOH operations and FOH operations of main building restroom and restaurant dining facilities, Fareways grab & golf mobile cart, and Fareway Halfway Cafe. See section 2.5.1 for additional facility maintenance and cleaning schedules.

2.2.6 STAFF UNIFORMS AND ATTIRE STANDARDS

PERSONAL APPEARANCE & UNIFORM STANDARDS

Team members only have one chance to make a good first impression, and it is very important that you look professional at all times, both on the job, and when representing The Tavern at Rancho Park. The Company will issue you four (4) uniforms to each team member. The specific dress regulations are explained to each new hire as part of the new employee orientation. Company dress regulations include the requirement to wear uniforms and a name identification tag while on property. Team members are expected to follow these regulations at all while on the Rancho Park property.

It is also expected that all team members will practice good grooming and personal hygiene. Team members will maintain a well-groomed, neat, professional, and clean appearance at all times. Personal cleanliness, including proper oral hygiene and the absence of controllable body odors, is the standard. Perfumes and fragrances should be kept to a minimum.
Should a team member come to work in unacceptable attire, they will not be allowed to stay at work until they meet the required appearance standards, and their time away from work will be without pay.

SHOES
Slip-resistant shoes are required for all hourly food and beverage and utility Team Members. Slip resistant shoes are defined as closed-toe, close heel, rubber-soled shoes. Team Members may choose any vendor for the purchase of a slip resistant shoe or they may elect a convenient one-time payroll deduction option using the Company's preferred vendor. All shoes must conform to the approved safety standards of the business unit and present a business-like appearance.

JEWELRY AND TATTOOS
Personal jewelry is permitted given that it does not interfere with successful performance of duties, and is in compliance with all safety standards. Watch bands must contain no jewels or attachments that can fall off while working. Rings may be worn provided they do not interfere with the necessity of wearing gloves. Piercings must be clean and completely healed with no signs of redness or infection. Multiple piercings are not allowed. Only one set of earrings on the ear is acceptable. Necklaces and bracelets must not interfere with food safety and should not have any charms or attachments that may easily fall off. Exposed tattoos are not allowed. All tattoos must be concealed and not visible to the public.

Team Members must report to their assigned stations in the appropriate clean and pressed uniform. Non-compliance to this policy will result in the following disciplinary action:

· The first offense the Team Member is sent home and a verbal warning is issued
· The second offense the Team Member is sent home again and a written warning is issued as well as a three day suspension without pay (at discretion of management).
· The third offense may result in termination of the Team Member.

2.3 CUSTOMER SERVICE PLAN

"PEOPLE MAY FORGET WHAT YOU SAID, BUT THEY WILL NEVER FORGET HOW YOU MADE THEM FEEL"
– MAYA ANGELO

2.3.1 CUSTOMER SERVICE GOALS/POLICIES & OVERVIEW

The goal of our operations, training and customer services program is to create a memorable experience for our guest! Through the our customer service and training guides and exercises, each team member will be provided our keys to success.

The following information outlines how Crews approaches training its team members on our customer service philosophy and areas we continually train in order to ensure we are striving to improve the quality of the customer service.

Here are some of the most basic expectations that we train our team members to follow at all times: • SMILE • EYE CONTACT •A KIND/APPROPRIATE GREETING

The SMILE gives the Front Of the House team members a disarming and pleasant demeanor, while EYE CONTACT keeps them engaged with the table making the guests feel that they are being paid attention to. Our team members need to create that friendly atmosphere.
Customer Service is aimed at increasing customer satisfaction and The Tavern at Rancho Park revenues. Our main objective is customer satisfaction with the goal of winning the customer's loyalty.

The real quality of the service materializes in the moment of truth when the employee interacts directly and proactively with the customer. We must never forget that we do not sell food and products, we sell an experience and customer satisfaction. The basic foundations are contained in our 10-Point Service Card, which details

WHO WE ARE:
- We have an unmistakable vocation for service
- We are proactive about proper training
- Our image and hygiene is flawless
- We offer friendly, casual, pleasant, and proper attention
- We strive to cultivate a professional and caring atmosphere
- We are compassionate, we know how to sympathize with our guests
- We are honest and polite
- We are respectful in our work and with our equipment
- We are motivated
- We are pleased by teamwork and our contribution to new initiatives

2.3.2 HOW CUSTOMER COMPLAINTS ARE HANDLED AND PROCEDURES TO ENSURE HIGH QUALITY OF SERVICE IS PROVIDED

Friendly interaction is the heart of hospitality. Make the guest feel cared for and welcomed. The guest should see your good personality. They should remember you. Team members are trained to read and be able to see how much or how little you should be interacting with the guests. Create a positive impression!

L.E.A.R.N.
Team members should always make our guests feel welcomed and never tell them that they are wrong. Team members cannot be rude or argumentative with a guest. We have a conflict resolution technique called L.E.A.R.N., which associates are taught to use if they feel there is a challenge or a potential challenge with a guest.

- Listen to the guest
- Empathize
- Apologize
- React to the issue
- Negotiate with the guest (also notify your supervisor of the situation)

The Restaurant General Manager or Restaurant Maanger on duty handles any customer complaints immediately. If a complaint cannot be resolved by the supervisor on duty, it is escalated to the manager and is handled with priority. Crews strives to resolve customer complaints quickly, efficiently and with the customer's satisfaction in mind at all times! We will attempt to contact the customer by phone or email if the customer is not present to resolve the complaint immediately.

2.3.3 SPEED OF SERVICE GUIDELINES

Our speed of service guidelines are outlined in our operations Standard Operating Procedures and our team members are trained on these standards upon initial training and during ongoing training. Depending on the specific guest expectations (i.e. dining in with no time limit, dining in with a 30 minute time limit, or ordering to go), our goal is to be able to provide the full service experience in as little as 12 minutes and up to 90 minutes. Below are some highlights regarding The Tavern at Rancho Park service guidelines that assist with the exceptional customer experience and efficient speed of service:

Greeting Standards:
Practice the 5 Feet and 10 Feet Rule: Promptly greet guest at the front door, making eye contact at 10 feet away and saying welcome at 5 feet away with a smile!

Two Sip/Two Bite Rule:
As a team member on the dining room floor, it is critical that we always follow up with our guest once they have received something from the bar or kitchen. Being proactive and receiving assurance that the item is to the guest's liking goes a long way in regards to an experience. Have you ever eaten out and your food was made incorrectly? Couldn't find the server to correct the error? We want to make it a habit to follow up once the guest has taken two sips or two bites to ask is everything to their liking.

Sense of Urgency:
It is necessary for all team members to have a sense of urgency in fulfilling a guest's needs. We want to respond with Yes as often as possible and look for ways to accommodate request. If a team member ever feels uncertain or needs further clarification, they are trained to escalate issues to a manager and decide what the best coarse of action.

Feast Your Eyes:
We eat with our eyes first before ever tasting a beverage or food. Presentation and order accuracy is of utmost importance! We train our team members to never serve something that does not meet the standard and if a dish does need to be made over, escalate to a supervisor to communicate to our guest. The guest will appreciate the effort if the intention is good.

Full Hands In, Full Hands Out:
When our team members are running food to a guest table, on the way back to the kitchen, they are trained to always pre-buss or remove unwanted items from a guest table. However, they are also trained to not assume a guest is finished eating their meal, and to always ask if the guest would like the item removed.

2.3.4 QUALITY ASSURANCE PROGRAM

The Tavern at Rancho Park is only as good as our people who represent us and operate our brands every day. To ensure that our customers are receiving the highest possible customer service, we conduct internal mystery shops on a regular basis. The reports generated from these mystery shops examine employee's greeting style, body language, uniforms, up-selling, courtesy, menu knowledge, and speed of service that are requirements for being a TRP team member. This technique is a very influential way of making sure all of TRP steps of service, uniform, facility maintenance and customer service are followed to the letter in the most revealing way.

Crews utilizes both short form one (1) page service audits and multiple page long form Operational Excellent Reviews that are completed by onsite management and executive management on a weekly basis. Example QA audits are included on the following pages

Additionally to ensure an exceptional experience, our quality assurance is supported by adherence to our company handbook. Crews has developed a 50+ page handbook that is provided to all team members on their first day with the company and reviewed with the team member by our Human Resources team during their first week of training with the company. This handbook outlines all aspects of the team members' employment and team members are expected to Adhere to the Company Handbook and Policies. Areas covered in the handbook include, but are not limited to:

1. Employment Practices (open door policy, equal opportunity employment, sexual and other harassment, background checks, etc.)

2. Employment Status and Records (employment categories, access to personal files, introductory period, promotions, transfers and reassignments, terminations, resignations, etc.)

3. Payroll and Timekeeping (payroll policies, meal and break periods, overtime, compensation and paychecks, etc.)

4. Benefits and Services (health, dental, vision insurance, effective coverage date, life insurance, 401K, COBRA, holidays, jury duty, leave of absence, etc.)

5. Safety And Security (safety & work conditions, customer accidents, surveillance equipment, emergencies, loss prevention, investigations, weapons and violence, etc.)

6. Standard Rules of Conduct (performance standards of conduct, personal appearance and uniform policy, attendance and punctuality policy, cash discrepancy, alcohol education, telephone & cell phone usage policy, etc.)

This handbook is currently used in all of Crews thirty-three (33) airport operations across the country and will be modified to fit The Rancho facility dining experience. A copy of the full employee handbook is available upon request.

OPERATIONS EXCELLENCE REVIEW

Instructions: Check appropriate boxes for expectations as set forth in the performance standards below:
Scale of 1 thru 3

3- Meets Expectations
2- Needs Improvement
1-Uncacceptable

Store Appearance:	NA	Rating
1. The customer entry area makes a good first impression. The store layout is neat, orderly, and inviting to customers.		
2. The store area is well lighted and inviting and easy to shop.		
3. The store area has been dusted, vacuumed; walls, doors, floors and tile polished, molding, and ceilings are free of stains, smudges, chips and cracks.		
4. Racks and displays are spaced for easy maneuverability by customers. Traffic areas are clear/easy access for wheel chairs and luggage.		
5. The counter at the POS system is uncluttered and behind the cash wrap is neat and organized.		
6. The Point of Sale system accurately "rings up" all merchandise, including sale items.		

Total:

1. Merchandise is clean, fresh, and free from stains or damage and dust free.		
2. Merchandise reflects current season and trend.		
3. Displays include plentiful quantities of items sizes, and colors.		
4. Merchandise is displayed attractively and is inviting.		
5. Size, price and special offers are correctly signed.		
6. Food; HBA and Travel are set to planogram (ie. No open pegs, Copy of Plan O Gram,		
7. Cash wrap is set to relevant seasonal items and planogram.		
8. Associates are knowledgeable of promotions, contests, merchandise, prices, and sales practices.		
9. Stock is rotated so that older merchandise is sold first.		
10. Signs are placed thru out the store to inform customers about specials, promotions and product knowledge. Basic price point signs are set for all core categories. No handmade signs.		
11. Sale merchandise is ticketed, pulled together and signed.		

Total:

Comments:

Customer Service Environment:	*NA*	*Rating*
1. Sales Associates are friendly, sincere, and making eye contact and smile when greeting customers.		
2. Sales Associates are excited and exhibit energy and enthusiasm throughout sales transactions.		
3. Sales Associates are smiling throughout each transaction pleasantly while giving the customer receipts.		
4. Sales associates say Hello and Good-bye cheerfully and close the transaction with Thank you.		
5. Sales Associates are not eating, drinking, or chewing gum, on cell phone.		
6. Sales Associates are competitive and have desire to make a sale- add on purchases are suggested. Drinks with snacks or snacks with a magazines and books.		
7. Sales Associates are not standing around chit-chatting or gossiping among each other.		
8. Sales Associates uniforms are neatly pressed & clean. Do they comply with the uniform dress code on appearance?		
9. Sales Associates name badges are visible while working in the store.		
10. Associates are interacting with clients or engaged in maintaining their department (dusting, rearranging merchandise, pick up litter, etc.; not hanging behind the cash wrap when there are no customers.		
11. Associates are aware of and respond to lines forming and react by opening second register.		

Total

Comments:

Operational Controls:	NA	*Rating*
1. Sales Associates are processing credit and cash transactions according to guidelines.		
2. Sales Associates have been trained on the opening and closing procedures.		
3. Store Opening and Closing check lists are completed and initialed/signed.		
4. Work schedules are posted and have been communicated to all employees.		
5. Time card reports are verified against published schedules and validated by mgt.		
6. A copy of the Safety Checklist is completed with signatures.		
7. The store has opened and closed according to airport guidelines.		
8. Spot audits have been conducted periodically through each shift.		
9. Copies of business license and department of agriculture license are displayed.		

Total:

Comments:

SUMMARY OPERATIONS EXCELLENCE REVIEW

The summary should summarize the overall store results, any special conditions that exist during the review period. The following method should be used to calculate each store overall performance.

(store total combined section points) / (Total Number of points=) = Store Rating)

145/160 (Store Overall Rating) =90.1% Example

CREWS INNOVATING THE TRAVELER'S EXPERIENCE SINCE 1972

SERVICE AUDIT

dining service evaluation

Location: _____

Date: _____ Day: _____ Time: _____

Sales Volume: (circle one) **Busy** **Average** **Slow**

Employee Name(s): _____ _____ _____

Place an "X" in either the YES or NO column. Add comments as needed

		YES	NO	If NO, add COMMENTS
1.	Was the Team Member(TM) engaging (i.e. smile/eye contact, acknowledge you) within 1 minute?			
2.	If kept waiting, did the TM acknowledge the wait and apologize or thank for waiting?			
3.	Was the TM in complete and proper clean uniform? (Including nametag and badge)			
4.	Did the TM show interest in you by being attentive/asking questions/maintaining eye contact?			
5.	Did the TM listen attentively to your answers/requests? (no distractions i.e. phone/music player)			
6.	If a supervisor was present, were they attentive and friendly to guests?			
7.	Did the TM demonstrate product knowledge?			
8.	Did the TM offer or suggest or recommend any additional items or add-ons?			
9.	Was the cash-out transaction dealt with correctly? (was correct change provided?)			
10.	Were you provided/offered the correct receipt?			
11.	Did the TM say "Thank You"?			
12.	Were you provided with a sincere/friendly good bye?			
13.	How long did it take to receive your order?			
14.	Was your order correct including any requested modifications?			
15.	Did it feel like your transaction took a reasonable amount of time?			
16.	Was your food presented in the appropriate manner? (Presentation nice, hot food hot/cold food cold)?			
FACILITY				
1.	Did the location appear clean?			
2.	Was the location fully stocked?			
3.	Was the environment neat & tidy?			
4.	Did the dining area seem clean and tidy?			
5.	Were the signs clear/professionally displayed?			
6.	At any point did the TM /your experience go above and beyond your expectations? *Explain if yes*			

2.3.5 CUSTOMER GUARANTEES, EXCHANGE OR REFUND POLICIES

Aimed at achieving consistency in our performance, Crews has established that everyone who is part of our team must go through our training program and understand and follow our "Service Standards" as we have determined this to be the best formula offering our guests the quality service they expect with us.

Crews has a guest service guarantee expectation:
"We Unconditionally Guarantee our Products and Services to our Guests."

If a guest is not satisfied with their food or experience our team members will first try to correct the matter by following the AAA (Acknowledge, Apologize and Act) steps outlined below. If the guest is still not happy, our onsite managers have the ability to provide a refund for their current meal or a gift card for a complimentary meal or beverage upon for their next visit.

Crews Steps to Guest Recovery:
Errors occur in the normal course of business. However, how we handle these errors are what make the difference. Never engage in arguing or any confrontation with a guest, even if you do not agree. Once you realize a guest is not pleased with something that has occurred, calmly and politely ask the guest to explain what has occurred. Once you have an understanding of what has happened, then find a solution or request assistance from a supervisor to properly address the situation. Our priority is to correct and mend the situation so the guest will return.

AAA
Acknowledge, Apologize and Act are the three A's! It is important to always follow these steps to address a mistake or error.

RESPONDING TO COMMON DINING ROOM SITUATIONS:
The following bullet points represent items that may occur during the normal course of business. The key is to always listen to the guests feedback (AAA) and take it from there!

· **Guest waiting too long for food or beverage:** Always be proactive and address this situation ahead of time to ensure the guest knows you did not forget, but rather the kitchen or bar is backed up and look for opportunities to make it up later in the meal.

·**Guest does not like their food:** (Two Sip/ Two Bite Rule) by checking back right away, you can address the situation quickly and resolve the matter or offer the guest something else instead. Always inform a supervisor so that the supervisor can also follow up.

·**Food is improperly cooked:** When people dine out, they want to get what they are paying for! If a guest orders a steak rare and it comes out well, then that guest is not going to be pleased. Inspecting the dish before being delivered to the table is the first step, but if this error is missed, making it right is what makes the difference. Always look to learn from these mistakes and we will inevitably avoid them moving forward.

· **Beverage Spill:** (Cleanliness) can ruin someone's night or mood and even could cause someone to become injured. Being vigilant and careful will assist in reducing these occurrences.

• Serving someone who is intoxicated: always be vigilant of a guest who has had too much to drink and act with discretion. Always get a manger involved when this occurs and have the manager close the guest out and no longer serve the guest alcohol. Do not cause a scene or do not laugh or engage in confrontation with the guest.

• **Drinking & Driving:** Never allow a guest who is intoxicated to attempt to drive. Get a guest involved and coordinate a ride or ride service for the guest to ensure their safety.

· **Guest Card Declined:** If a guest's payment is declined, please discreetly inform the guest whose card it was that the card was not authorized and ask for another repayment. Give the guest some time to coordinate the payment then handle. Do not attempt to embarrass the guest.

• **Gratuity:** Never ask a guest for a gratuity. Gratuity is a monetary reward from the guest for great service. Never solicit gratuity or be offended when you do not get what you expect.

• Never use a cell phone on the floor or while on duty unless an emergency. Be present and engaged.

• When answering the house phone, smile, greet the guest, state your name and ask "How may I help you?"

• **Lost or Missing Item:** Please turn in all missing items to a supervisor. If possible, go the extra mile to ensure a guest who may have left a Credit Card, Cell Phone or set of Keys gets their items before leaving the property.

2.3.6 LIST CREDIT /DEBIT CARDS THAT WILL BE ACCEPTED

At The Tavern at Rancho Park and all related onsite food services facility the following forms of credit/debit cards will be accepted:

- Visa
- MasterCard
- American Express
- Discovery Card
- Diners Club International
- All other PIN based bank debit cards.

Note – acceptance of the above listed cards on the Fareways Grab & Golf mobile cart may be limited to do mobile cell service connectivity limitations.

2.3.7 TYPE OF CUSTOMER SERVICE RESEARCH + MYSTERY SHOPPERS OR CUSTOMERS

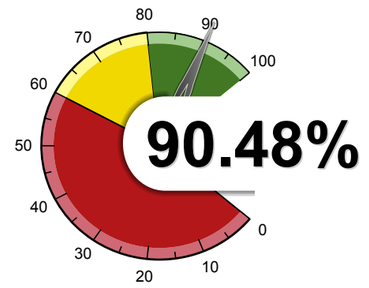
Crews currently utilize A Customer Point of View shopping services on a monthly basis to rate our service levels. Our operations, on average score above ninety percent (90%). If a team member receives lower than a 90% score, they are immediately coached and trained on their areas of opportunity to ensure they improve in their service and exceed the customers' expectations.

SAMPLE SECRET SHOPPER SCORE

(LAX T2 Built Burger) T2 Built Burger
201 World Way • Los Angeles CA 90045

Crews QSR Customer Service **01/31/2018**

Current Score



Score Ranking

The current score of 90.48% is ranked 6 of 38 of all scores ever reported for **(LAX T2 Built Burger) T2 Built Burger**

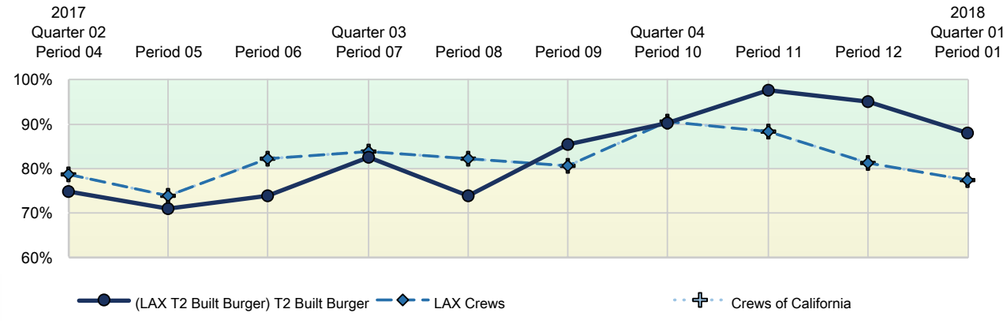
2018-Quarter 01-Period 01

Crews of California : **1 of 11 Best Score!** (previously 3 of 11)

LAX Crews : **1 of 11 Best Score!** (previously 3 of 11)

Highest Ranking Increased Ranking Decreased Ranking
No Change No Previous Comparison Data
*Only scored data is ranked.

Score Trending



Score Details

	Current (01/31/2018)	Previous (01/26/2018)	Difference (% points)
Crews Store Standards	100.00%	100.00%	0.00%
Crews Customer Service	80.00%	80.00%	0.00%
Crews Food Standards	100.00% ↑	80.00%	20.00%
Overall	**90.48%** ↑	**85.71%**	**4.76%**

NOTES:
This scorecard includes data through 2018-Quarter 01-Period 01 ONLY. Ranking, trending, and comparison data may change as additional scores are reported for 2018-Quarter 01-Period 01 and prior.

Crews of Ca
Customer Service Shop
Quick Service Restaurant

Location **LAX T2 Built Burger**
Shopper Number **100000**
Estimated Customers on Arrival **1-5**
Date of Shop **01/31/2018**
Time Entered **07:23 PM**
Time Exited **07:30 PM**
Score **90.48% (19 / 21)**

Purchases

Receipt #1 **3177**
Amount **$14.55**
Cashier Name **Karen**

Crews Store Standards	**100.00% (6 of 6)**	
Were all lights working properly?	Yes	1/1
Was the floor clean?	Yes	
Were the tables clean?	Yes	1/1
Were product display areas orderly?	Yes	1/1
Were the product display areas full?	Yes	1/1
Did all employees appear to be in proper uniforms?	Yes	1/1

Crews Customer Service	**80.00% (8 of 10)**	
Were you greeted by an employee in a timely manner? (within one minute)	No	0/1
Did the employee make eye contact with you?	Yes	1/1
Did the employee smile?	Yes	1/1
If you were kept waiting, did the employee apologize for the wait?	No	0/1
Was the employee assisting you wearing a name tag and airport ID?	Yes	
Were any employees standing around not working?	No	
Did the employee suggest any additional items to your order?	Yes	1/1
How many minutes until your food was served?		
Did you receive a final receipt?	Yes	
Were you given the correct change or more change than required (rounding off)?	Yes	
Did the employee thank you?	Yes	1/1

Crews Food Standards	**100.00% (5 of 5)**	
Were there any mistakes made in your order?	No	1/1
Was your food served at the proper temperature?	Yes	1/1
Was there anything wrong with the taste of your food?	No	1/1
If so, what was wrong with the taste?		
Were you provided with proper condiments?	Yes	1/1
Were you provided with napkins and utensils?	Yes	1/1

Narrative

We arrived at the location at 7:23 pm. There were three customers in line and four employees observed working. The cashier was a hispanic female who was wearing a name tag that read Karen.

At 7:25 pm the cashier greeted Shopper #1 by asking for his name. He ordered a turkey burger and a bottle of water. The cashier rang the sale for $14.55 issuing proper change and a receipt.

The burger was prepared by the food prep employee and was served at 7:30 pm.

We exited the location at 7:30 pm.

Attachments

image.jpg

Attachments 2

Attachments 3

2.4 EMPLOYEE TRAINING

2.4.1 DESCRIBE TRAINING AND EDUCATION PROGRAMS

While each of Crews brand offerings are unique in products and style of service, the following principles are the expectation to how we will create a memorable experience for our guest. Through the following training guides and exercises, each team member will be provided our keys to success.

During the initial and ongoing training, our team members there will be things that require additional clarification or even some scenarios that may be completely new that we will have to work through with our team members. We encourage our entire team to trust that the best results come from a collaborative process where the entire team is engaged and dedicated to providing our guest with the most enjoyable experience at all times! T**eamwork makes the dream work! There are no stupid questions and most importantly, there aren't any shortcuts to our success.** Everything you do while at work communicates to our Guest so please be mindful, conscious and most of all present while serving your stewardship of The Tavern at Rancho Park and the ancillary food facilities.

The following bullet points are our core principles and we expect every team member to be aware of them and personify them while on the property:

· We show respect for our guests, our team members and ourselves at all time.

· We will provide a safe and welcoming environment for our guests, our team members and ourselves at all times.

· We will exceed expectations of our guests at every opportunity.

· We will be accountable to our guests, our team members and ourselves at all times.

· We will have fun while at work and have a positive attitude.

OUR PHILOSOPHY:

Genuine hospitality begins with the desire and goal of providing exceptional service at exceptional value, creating a craving for the experience!

People will forget what you said, what you did, but will never forget the way you make them feel! Our Value statement gives our team members a clear understanding of the service we seek to provide and the experience we are creating together!

VALUE STATEMENT

The Tavern at Rancho Park, an American Micro Brew meets "Cal-Fresco" restaurant and bar that offers scratch cooking created by Chef Christian Page and Chef Elia Aboumrad accompanied by brewed on premise craft beer and cocktails to complement the lush greens with a thoughtful approach to guest service.
TRP expects all associates to demonstrate the following characteristics of dedicated professionals:

· **Dependability:** Show up for work on time. This means being in your station, in uniform, ready to work at your scheduled time.

· **Positive Attitude:** Everything we do, from the opening "hello" to the final "thank you" guests receive, reflects our attitude toward guest satisfaction.

· **Team Player:** Cooperate with your fellow team members and management. To function at a peak performance team, individuals must be like-minded, with common values and joined in a common goal. If you're not helping a guest, help a team member help a guest. The restaurant(s) can only function at its highest level if everyone is working as a team.

· **Personal Appearance:** You represent the restaurant. Uniforms and aprons should be clean and crisp. Shoes should be polished, hair should be pulled up and away from your face, and your fingernails manicured.

Our training program covers not only all of the Crews internal company policies and procedures as outlined in section 2.3.4 above but additionally covers two (2) major pillars of Service/Service Standards:

I. MENU KNOWLEDGE

Our Executive Chef and our partners make all of our recipes. Every item is unique to that concept. Our kitchens have "stations" working together to provide our guests with award-winning menu selections. All of our menu items are prepared fresh daily by a specific station. All team members are expected to become familiar with which items come from each station. "Knowledge creates credibility and confidence."
In order to feel confident and provide our guests with accurate information about our menus, team member are trained to learn the following:

· **Ingredients**
· **Preparation/cooking methods**
· **Preparation times**
· **Common allergen ingredients** (i.e. onions, garlic, gluten, shellfish and peanuts)
As well as knowing the ingredients, team members are trained to understand how each dish is created. These allow each team member to better showcase and guide our guests through the heart of our operation.

As a team member, you are required to be knowledgeable and able to describe each and every menu item. If team members have any questions, managers keep an open door policy so team member never hesitate to ask. Manager(s) provide the study guides to all team members at orientation. It is crucial that all team members learn each and every ingredient to all menu items and bar drinks to be a successful team member. Extensive testing is provided on the menu through training and during ongoing employment.

ALLERGIES
Many of our guests have special dietary requests or needs. It is your obligation to make sure these needs are met to the best of your ability. To ensure the safety and happiness of our guests, team members are trained to follow these procedures when our guest has an allergy:

• Determine whether the special request made, are a matter of taste or allergy.
Please ask, "Is this request due to an allergy to a specific item?"
• If the guest is allergic, it must be rung in using the "allergy" modifier in the POS.
• Follow up with the manager and chef to ensure the message is properly conveyed.

The Tavern at Rancho Park Steps of Service

• Greeting: Welcome our guests to the restaurant with a sincere smile and tell them your name.
• Describe the menu: be thorough, but brief – determine Dine-In or Take Out?
• Answer any questions the guest might have.
• Take the guest's order: Repeat back the order to ensure clarity.
• Collect Payment: Payment is collected after food delivery and customer is finished drinking/dining.
• Deliver the food or beverage with a smile.
• Thank the Guest: Be sincere. Inform them that if they would like anything else feel free to ring our team members using the KallPod service call system so a team member can assist them.

II. SERVICE WITH STYLE

At TRP our main emphasis is always on hospitality and to leave a great lasting impression. Our mantra comes from Maya Angelou's quote: **"People will forget what you said, people will forget what you did, but people will never forget how you made them feel."** Hospitality should be present from the moment the guest arrives. We only have one chance to make a first impression, let's make it memorable! At the entrance, it begins with a warm smile and eye contact to make the guest know that they are important to us, and we have acknowledged their arrival. When our team members greet the guest at the entrance or anytime throughout their experience, they will make sure to show their friendly personality. In order to ensure our associates provide service with style, our training focuses on areas that include, but are not limited to, the following:

- Etiquette (words & phrasing)
- Greeting & Approach Timing
- Menu Tours
- Suggesting Beverages
- Delivery Time
- Suggestive Selling
- Accepting Payment
- Thanks and Salutation

2.4.2 DESCRIBE ANY MOTIVATIONAL PROGRAMS AND EMPLOYEE INCENTIVES

Crews and TRP partners believe that Incentivizing Talented Team Members is one of the most important aspects in running a successful organization. Without incentizing our talented Team Members, it is very difficult to create a team environment and retain team members that look forward to consistently exhibiting cooperation, teamwork, productivity, self-management, and flexibility.

Our **Management Incentive Programs** allows for managers and supervisors to share in the overall success of the business based on exceeding budgeted Sales, COGS, Labor, Shrink, and other Key Performance Indicators that are specifically tailored to that manager's position. Bonuses for management and supervisors are payable quarterly.

Incentive programs for hourly associates include recognition for excellent customer service scores, going above and beyond, and perfect attendance. Hourly associates are rewarded for ongoing excellence with pay increases. The company also conducts weekly and monthly contests for attendance and sales goals, average check competition which are also rewarded with a variety of gifts and prizes.

Team members' performance is monitored by their immediate manager, and are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. We believe that affording both our company and team members the opportunity to discuss job performance is critical to a team member having appropriate input into their job and for our company to review how the team member is performing. A formal written performance evaluation will be conducted at the end of ninety (90) days of employment.

The performance review is generally evaluated according to an ongoing twelve (12) month cycle based on the team members' anniversary date of hire. The annual review will be scheduled so that the team member and their manager will have an opportunity to prepare for the review. In addition, informal reviews may occur after a particular project has been completed or during such project, or as TRP management believes is appropriate in order to discuss issues which may arise from the day-to-day operations.

2.4.3 LOCAL RECRUITMENT PLANS AND SOURCES OF NON MANAGEMENT LABOR

The Crews and TRP partners believe that Recruiting Talented Team Members is one of the most important aspects in running a successful organization. Without recruiting talented Team Members, it is very difficult to create a team environment that consistently exhibits cooperation, teamwork, productivity, self-management, and flexibility. As a part of our interviewing and selection process, Crews is committed to sourcing and recruiting candidates that possess a warm smile, make good eye contact, and have a positive attitude.

Crews uses various means of staffing, which include but are not limited to: our company website, local headhunters, Craigslist, military base job fairs, job fairs by invitation from direct submittals, WorkSource Hiring Center, and Agile One.

Additionally, with our partnership with St. Joseph's, LA Kitchen, and the Right Way Foundation we are able to utilize their internal training and talent development programs to constantly have talented individuals coming into our organization (See partnership support letters).

Our goal is to recruit candidates who demonstrate the following competencies:
· Guest Focus: Displays eagerness to work or perform services for guests in a friendly, attentive, and caring way.
· Teamwork: Respectfully works with others and takes direction well to achieve excellence regardless of differences.
· Shows Drive: Takes initiative to get the work done and exceed expectations despite challenges.
· Gets Results: Takes pride in work to achieve excellence and delight guests rather than simply completing a task.
· Has Expertise: Pays attention to details that determine results and is capable of completing multiple tasks under pressure.
· Learns Quickly: Demonstrates flexibility and willingness to easily adapt; responds positively to challenges and criticism.

Managers are trained on the following interview and selection guidelines:
· Key Points: Hiring decisions are based upon an applicant's qualifications.
· All questions are job related and unrelated to an applicant's race, color, sex, age, national origin, religion, or disability in evaluating the candidate and making a hiring decision.
· What to look for, or what a successful Team Member profile looks like.
· How to ask questions that will help obtain responses from the applicant for comparison to the success profile.

Interview Prep Process:
· Consider specific staffing needs current and anticipated.
· Review applicant's application; identify areas that need probing or incomplete areas for follow up.
· Identify interview questions to focus on.

During the Interview Process:
· Be enthusiastic, warm, friendly, and informal and use the candidate's name.
· Use a recruitment brochure as a reference.
· Observe/listen for the candidate's hot buttons.
· Listen for specific success stories example from past careers.
· Share the goals and direction of the company with the candidate and how she/he could contribute to the success of the company.
Highlight the team environment - share examples of relationships you have built and fun team activities.
· Close the interview; summarize next steps and timing; thank the applicant for applying.

Evaluate the Applicant and Make Hiring Decision:
· Review interview notes, compare applicant to other applicants, review with other management team members, make a joint decision, and check references.
· Extend an offer, what position, and rate of pay, start date, uniform size, and orientation time.

2.5 CONSTRUCTION & FACILITY MAINTENANCE PLAN

DESIGN NARRATIVE

CLUBHOUSE

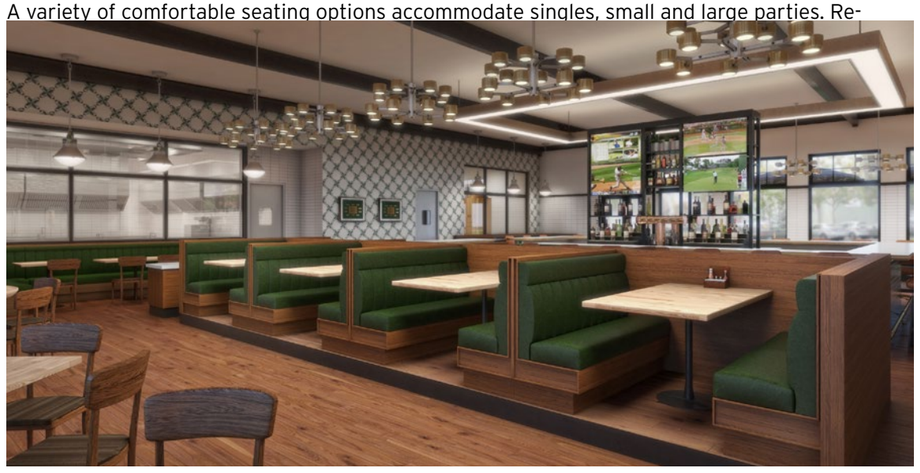
Rancho Park Golf Course is a landmark for the neighborhood, surrounding community, and Los Angeles as a whole. After entering thru the gates to the parking area guests are greeted by a refreshed building facade, landscape and new restaurant signage. The brand new Sunset Patio [West] with comfortable seating and lively umbrellas provides a great view of the three putting greens.

Entry Foyer - The renovated entry foyer provides a sense of arrival for Clubhouse guests while retaining the historical charm of the building. Here is where guests can meet and choose to dine at the restaurant, duck into the lounge, attend a function at the Special Events Room or continue on to the course.

Guest Restrooms - Remodeled restroom and day locker rooms are reconfigured to provide refreshed facilities serving both golf and restaurant users. Materials and finishes selected for functionality, durability and modern appeal. [Approx. 44 Mens half lockers/26 Women half lockers]

The Tavern Gastropub - Renovated restaurant destined to be the reliable three-meal dining experience guests desire with a modern twist on an old classic. By taking the design components that are recognizably 'diner' and combining them with a fresh and current approach, the result is an up-to-date interpretation of the 'classic diner' feel.

A variety of comfortable seating options accommodate singles, small and large parties. Re-



freshed colors and finishes reflect a clean, contemporary approach. The glass-enclosed kitchen and expert wait staff provide courteous and efficient service. Decorative touches connect with the past and look to the future.
The new center bar creates a new focal point and better unifies the restaurant with the bar

lounge experience. Access to the Sunrise Patio [East] creates a new connection to the course and wonderful new brunch patio experience for golfers and guests alike. [Approx. Interior 150 seats/Exterior 76 seats]

The Tavern Bar & Lounge - Bar and Lounge experience is causal but hip and with the addition of a Microbrewery appeals to both young and old. Center bar provides the focus of the room with a variety of seating options to enjoy both the bar experience and connected to the Sunset Patio [West] with views to the putting greens. [Approx. Interior 30 seats]

The Rancho Room - The new upscale special event venue for up to 240 guests with dance floor

replaces the largely unused Locker Rooms and Pro Shop areas. A pre- function lounge, divisible Main Room with dedicated bar and family games area give great flexibility and draw. The acoustic divider wall allows a greater variety of community and special events to be programmed.

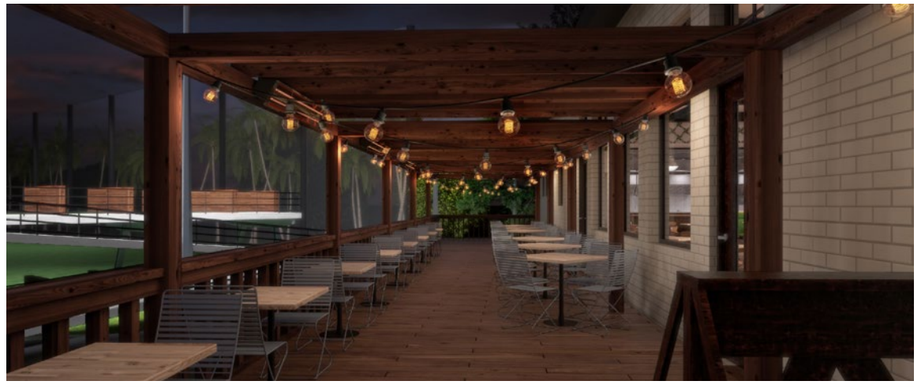
Interior finishes and lighting provide a durable, neutral background for event planning and decoration. [Approx. Interior 240 seats]

EXTERIOR AREAS

Garden Terrace - Renovating the current lower patio into a Beer Garden provides guests with another option for enjoying the connection to nature that the site provides. [Approx. Exterior 40 seats]

Driving Range The driving range is one of the most successful elements of the current operation because it makes golf accessible to those who do not have the free daytime hours or inclination to spend 5 hours on the course. By expanding on this we expect to draw new types of guests and extend the guest experience until after sundown. Driving range also provides the possibility for alternative programming such as 'Screen on the Green' family movie night or 'Halloween Monster' Shooting Gallery.

Fareways 'Airstream' Cart - A vintage Airstream trailer will be repurposed as the new mobile food cart providing a portable food and beverage experience. By extending the quality Tavern experience to other parts of the course or at specific times we can better serve our guests.



Fareways Halfway Cafe -Conveniently located between Holes #11 and #12, the Halfway Cafe provides a place for a quick refreshment and comfort services. As an extension of the refreshed clubhouse experience, this renovated snack shop now offers expanded food and beverage options and improved service. [Approx. Exterior 12 seats]

2.5.1 DESCRIBE PLAN FOR ONGOING MAINTENANCE AND REPAIRS/REPLACEMENT OF EQUIPMENT AND DISPLAYS AND FIXTURES AND FLOORING

In addition to our internal team members outlined in section 2.2.5 (i.e. VP of Construction, Director of Facility Maintenance and Utilities/Maintenance team members, we utilize reputable local and national subcontractors to provide a variety of maintenance services. Crews currently utilizes the following subcontractors:

Kitchen Equipment – Tech 24 / Industrial Electric
Refrigeration – Downey Refrigeration / Tech 24
Plumbing – Hefflin & Son / Blue Water Plumbing Inc.
HVAC – J & S AC/HVAC
Fire Life Safety – Building Equipment Control, Inc. (BEC)
Kitchen Hoods - ACT
Grease Disposal – Barker Commodities
Electrical – Glow Electrical Co. / Lynch Electric
Deep cleaning – A Perfect Polish

In general, the equipment maintenance work that Crews performs falls into two (2) major categories and includes:
- Preventive Maintenance: Routine inspections, cleaning, replacement of parts.
- Corrective Maintenance: Following a deficiency or breakdown, timely repair.

Crews' eight (8) Los Angeles International Airport locations serves millions of passengers a year and we seek to maintain all facilities in pristine condition. We are able to accomplish this by the implementation of the preventive maintenance schedule provided for your review below. Our Facility Maintenance plan has been designed to serve as a control mechanism to ensure that all equipment and facility as a whole always remain safe and functional at all times.

Crews will follow our existing scheduled preventive maintenance monthly or quarterly, depending on the services needed. Below is an initial outline of our opening and ongoing house keeping equipment maintenance work includes:

House Keeping: Regular cleaning completed nightly. Deep cleaning by 3rd party company (A Perfect Polish) completed 2 nights a week.

Corrective Maintenance: Following a deficiency or breakdown, timely repair.

Preventive Maintenance: Routine inspections, cleaning, replacement of parts.
- Grease Trap (Quarterly)
- Kitchen and Bar Equipment (Monthly)
- Pest control (Monthly)
- Audio Visual (Quarterly)
- HVAC/Filtration System (Monthly)
- Fire prevention/Hood System (Monthly)
- Refrigeration (Monthly)
- Information Technology (Quarterly)
- Hood & Filter Cleaning (Weekly/Bi-Weekly/Monthly)

2.5.2 PROVIDE PLAN TO HANDLE DELIVERIES, STORAGE, TRASH REMOVAL AND RECYCLING

DELIVERIES
Years of operating high volume restaurants in airports with limited storage, have allowed our team to establish best practices which seek to receive deliveries at the most opportune times, properly and safely. In operating the food and beverage concessions at Rancho Park, we would seek to achieve the following:

- Receiving deliveries by a dedicated staff dedicated to safe food handling of perishable items with accuracy and efficiency.
- Receiving deliveries early in the morning from 4:00am-7:00am to eliminate deliveries arriving at peak business hours, and minimal impact to the golfer and resident experience.
- Partner with the best in class food purveyors with long operating history and invested interest in our operating success.
- Compliance with LA County Health Department protocol.

STORAGE
On-premise storage of goods to be properly planned from the very beginning, understanding that our ability to be successful is directly tied to the safe storage of food and goods to be sold. Other factors that contribute to our approach to storage are as follows:

- Weekly delivery schedule that establishes a benchmark for receiving and safe storage of products.
- Weekly inventory to ensure our team is only ordering what is needed based upon data and pre-established par levels.
- Support from our 13,000 square ft. commissary/warehouse.
- Dedicated receiving staff who takes ownership of the organization and implementation of first in first out rule for all food and beverage products to insure optimal freshness.

WASTE MANAGEMENT
Solid waste management, including: reduction, reuse, recycling, and use of post-consumer recycled products.

Construction
- Recycle a minimum of 75% non-hazardous construction and demolition waste; identify commingled D&C plus at least three waste streams for directly recycled materials.
- Utilize a minimum of 10% recycled content construction materials.

Operation
- Work with vendors to minimize packaging.
- Utilize recycled, chlorine-free paper goods whenever possible, including post-consumer goods if available.
- Package customer to-go and leftover food in biodegradable, containers that are manufactured, to the extent feasible, with post-consumer stock.
- Donate leftover food that can't be sold to local charities
- Separate waste into mixed recyclables, compostable materials (food, paper goods, etc.) and trash.
- Handle all fats, oils, and grease (FOG) according to code
- **Explore use of Goslyn grease traps (used by Costco) to recycle grease for the process of manufacturing biofuel.**

WATER AND ENERGY CONSERVATION

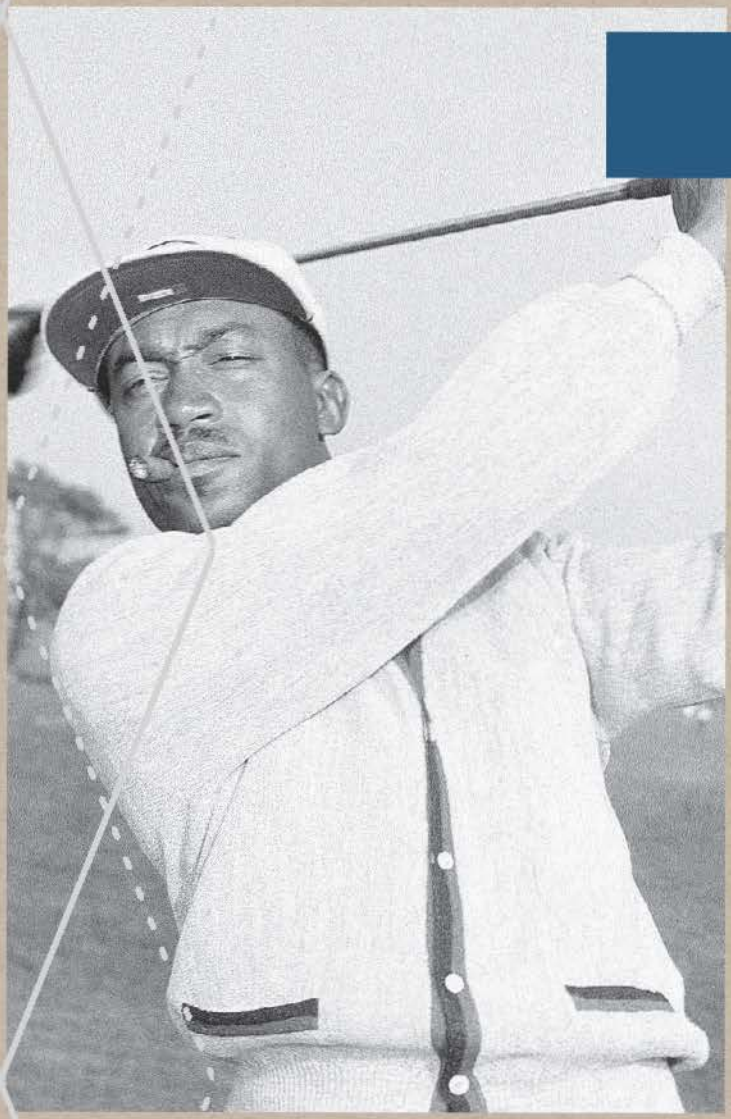
Water
• Install interior water-using fixtures that are more efficient than required by Title 24 CALGreen code, where feasible.
• Install drought-tolerant plant material and water efficient irrigation system with weather based controller.
• Explore re-use of bathroom sink and shower greywater for landscape irrigation.

Energy
• Utilize energy model developed early in design to identify most impactful and cost-conscious strategy for energy efficiency design.
• Exceed energy performance required by Title 24, to the extent feasible.
• Utilize natural ventilation as available on site, to maximum extent feasible, including such strategies as cross-ventilation and fans.
• Have project commissioned by third-party commissioning agent (code required).
• Hood & Filter Cleaning (Weekly/Bi-Weekly/Monthly)

2.5.3 DESCRIBE PEST AND RODENT MITIGATION PLANS

Utilize Integrated Pest Management, combining biological, chemical, mechanical, and physical tools in a way that minimizes economic, health, and environmental risks. Professional staff shall be licensed with the CA Association of Pest Control Advisors or the CA Structural Pest Control Board.

EXPERIENCE & REFERENCES



CREWS
1924 E Maple Ave Unit B El Segundo CA 90245
O 310.417.8616 F 310.417.8655 INNOVATING THE TRAVELERS EXPERIENCE SINCE 1972

April 7, 2018

LA Department of Rec & Parks
Office of the Board of Commissioners
Attention: Board Secretary
221 N. Figueroa Street, Suite 300
Los Angeles, CA 90012

RE: Cover Letter for Request for Proposal Golf Course Food & Beverage Concessions (CON-G18-002), Package 1 for Rancho Park Golf Course

Dear Mr. Woo & Ms. Ramos,

The partners from The Tavern at Rancho Park, LLC are pleased to submit this proposal for Package 1 to develop and operate food & beverage concessions at Rancho Park Golf Course. Below please find the requested information to be provided in the Cover Letter:

- **Proposing Company Legal Name:** The Tavern at Rancho Park, LLC
- **Type of Business:** Limited Liability Company
- **Key Names & Position Titles:**
  - Nicholas Buford – President
  - Robert B. Crews Jr. – Chief Executive Officer
  - Rishi Nigam – Chief Operating Officer
  - David Husack – Chief Financial Officer
  - Greg Plummer – SBE Managing Partner
  - Mark Verge – Partner
  - Rob B. Crews III – VP of Development
  - Mort Marshall – VP of Construction
  - Gina Butler – VP of Human Resources

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- **Main Point of Contact:**
  - Nicholas Buford – nbuford@crews1972.com / o: 310-417-8616 ext. 0 / c: 310-600-6521 / f: 310-417-8655
  - 1924 E. Maple Ave, Suite B, El Segundo CA 90245

The proposing entity confirms its acknowledgement and acceptance of the terms and conditions set forth in this RFP (including the Exhibits hereto), without exceptions.

We look forward to the opportunity to partner with RAP in elevating the overall dining and facility experience at RAP's 'Crown Jewel' location Rancho Park. Please feel free to contact me if you have any questions or need any additional information.

Sincerely,

Nicholas Buford
President

DEPARTMENT OF RECREATION AND PARKS

BOARD OF COMMISSIONERS

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VICKI ISRAEL
ASSISTANT GENERAL MANAGER

SOPHIA PIÑA-CORTEZ
ASSISTANT GENERAL MANAGER

CATHIE SANTO DOMINGO
ACTING ASSISTANT GENERAL MANAGER

(213) 202-2633 FAX (213) 202-2614

May 29, 2019

Ms. Terri Tippit, Chairwoman
Westside Neighborhood Council
P.O. Box 64370
Los Angeles, CA 90064

Re: Rancho Park Golf Food and Beverage Concession

Dear Ms. Tippit,

This letter serves as a follow up to the Westside Neighborhood Council (WNC) meeting of Thursday, May 9, 2019, and to our meeting on Thursday, May 23, 2019 regarding the topic of the Rancho Park Golf Food and Beverage Concession.

As I stated at the meeting, we are committed to working with the WNC and community stakeholders to answer and resolve the questions and concerns raised as they relate to the proposed improvements to the Rancho Park Golf clubhouse.

By way of background, on March 6th, 2019 the RAP Board of Commissioners approved a proposed Agreement for the Redevelopment, Operation and Maintenance of the Food and Beverage Concession at Rancho Park Golf Course (Proposed Agreement) with The Tavern at Rancho Park, LLC (TRP) following a competitive RFP evaluation process. The Proposed Agreement is currently pending City Council Committee and full Council approval (Council File No. 19-0431). As I mentioned at the May 9th WNC meeting, I requested that the item be held and approval postponed until we worked to resolve the concerns voiced by the WNC and local community members.

The Proposed Agreement with TRP includes a term of 10-years with one five-year option to renew. TRP's capital improvement plan, which will not change the existing footprint of the clubhouse building, includes the redevelopment of the restaurant and bar area, remodel of the entrance way and public restrooms (ADA compliance), installation of new kitchen equipment and furniture, remodel of the halfway cafe, creation of patio seating, addition of a Grab & Golf food offering to service golfers and the driving range, and development of a flexible banquet hall / event space to host golf tournament and

community meetings/events. The total proposed capital improvement investment amount by TRP is $4,285,183.

TRP's business plan and operations plan provide an enhanced menu developed by husband and wife team Chef Christian Page (Cassell's Hamburgers) and Chef Elia Aboumrad and features food-order deliveries on the golf course via onsite mobile ordering technology, consistent with golf industry best practices.

RAP believes that the Proposed Agreement and proposed capital improvements will provide an enhanced experience for golfers and serve as a community benefit while also generating revenue to support the fiscal sustainability of the golf course. That said, after listening to the concerns and questions raised by the community members, I wanted to memorialize the following clarifications and solutions to which we have agreed:

Hours of Operation and Noise – The proposed hours of operation will run consistent with golf operations; 30 minutes before the first tee time and closure at 10:00pm when the driving range closes. Restaurant and special event activity will not be permitted outside these times and amplified sound will not be permitted outdoors, with the exception of periodic PA announcements as part of normal golf operations.

Movie Nights Will Not Be Permitted Unless Requested by the Community – As part of TRP's RFP response, the concept of community movie nights on the driving range landing area was proposed as a potential fun, community benefit. While the Proposed Agreement does not expressly approve this idea, given the vocal community opposition to the concept, movie nights on the driving range will only be permitted if requested by the community.

Micro-Brewery Proposal – For context, the Rancho Park Golf clubhouse restaurant currently sells beer, wine, and spirits under a Type 47 Alcohol Beverage Control License (ABC) license. One element of the restaurant renovation proposed by TRP is the installation of a small-footprint (less than 300 sq. ft.), turn-key micro-brewery system to serve the on-site consumption of beer at the restaurant and golf course, as an alternative to stocking kegs of beer. This proposal is intended to enhance the experience and create a unique beverage offering; the concept of off-site sales of this craft beer at other City golf course restaurants was left optional. Upon execution of the Proposed Agreement, TRP would be required to obtain the applicable ABC license for this proposal in addition to the current Type 47 license. In light of the WNC and community stakeholder opposition to this concept, RAP and TRP are prepared to expressly restrict the sale of beer to on-site consumption only and any off-site sales will be prohibited.

Special Event Space / Banquet Hall – As noted above, the capital improvement investments proposed by TRP include the creation of a flexible special event space / banquet hall, as well as the repositioning of the starters office / golf pro-shop, where the current locker rooms and pro-shop exist within the clubhouse. This space is intended to

enable Rancho Park Golf Course to accommodate day-time golf tournaments, which it currently cannot accommodate due to the lack of interior space for tournament staging (golfer check-in, registration, scoring, pairing, and awards) and food/beverage service. The proposed special event space / banquet hall may also serve as a more passive lounge area for golfers and restaurant patrons, or be configured for multiple purposes to host meetings, community events, and small special events. As mentioned above, all activities will not be permitted beyond 10:00 pm and amplified sound will be prohibited outdoors. Moreover, RAP and TRP are committed to ensuring that activity in this proposed space does not negatively impact the local neighborhood; no events will be permitted that impact of the golf course or golf experience.

Parking Management – The parking lot at Rancho Park Golf Course consists of a total of 272 parking spaces. The parking lot typically accommodates all activity at the golf course. During daytime golf tournaments, which would likely take place during the weekend, it is assumed that the parking lot would sufficiently accommodate tournament participants as those patrons would be replacing the more regular golf course patrons during that duration of time. Similarly, it is expected that the parking lot will sufficiently accommodate restaurant patrons in the evening given that the majority of golf patrons depart following the closure of the golf course at sundown. For potential special events, should it be expected that the parking lot reach capacity, TRP may require that valet parking be implemented to mitigate congestion in and around the parking lot. The golf Course will continue to accommodate weekday use of a portion of the parking lot as part of its arrangement with Temple Isaiah. In addition, RAP will pursue the idea of closing the Patricia Street gate as an entrance at 7pm and during special events and directing vehicle traffic to the Pico Boulevard entrance/exit with the goal of minimizing the potential for traffic in the residential community adjacent to the facility, subject to applicable fire code standards.

Capital Improvements Construction Timeline –The construction timeline proposed by TRP includes a phased construction process whereby the clubhouse will be closed for no more than one year for renovation following the execution of the Proposed Agreement. The proposed Grab & Go food offering would provide food service during the restaurant closure and the restrooms adjacent to the cart barn are currently being renovated for use during this construction time period as well. Following the re-opening of the restaurant and bar area, the Proposed Agreement provides up to one additional year for TRP to complete the special event / banquet hall / pro shop renovations.

Rancho Park Golf Course Signage – The main golf course signage on the corner of Pico Blvd. and Patricia St. will not be replaced. Signage in and around the golf course and clubhouse will be added to enhance way-finding.

Menu and Pricing – One additional item I wanted to address is a concern regarding the proposed new menu and pricing. TRP is proposing a menu with a variety of affordable options and traditional golf course favorites, as well as more elevated menu choices

consistent with the local culinary environment; all of which will be prepared with healthy ingredients in line with the City's Good Food Purchasing Policy. The menu will be evaluated regularly to ensure the prices remain reasonable and the food options meet the interests and expectations of customers.

Parking Lot Security Lighting – I wanted to also note that on a separate but parallel timeline, RAP will be adding security lighting in the parking lot to address safety concerns and meet parking lot luminosity standards. The lighting being planned will use light-emitting diode (LED) lamps that provide adequate security lighting with a directed spill that will not impact the surrounding community.

Consistent with the above items, I plan to recommend revisions to the Proposed Agreement with TRP for re-consideration by the RAP Board of Commissioners, and the subsequent review and approval by the City Council. I appreciate the WNC's leadership and feedback on this project and I appreciate you helping to facilitate the process of RAP addressing the concerns of local neighbors in a manner that will result in positive, long-overdue improvements to the Rancho Park Golf clubhouse for the benefit of golfers and community members alike.

If you have any questions, please feel free to contact my staff member Matthew Rudnick, Chief Management Analyst with RAP's Finance and Administration Division, by phone at (213) 202-5600 or by email at matthew.rudnick@lacity.org.

Sincerely,

MICHAEL A. SHULL
General Manager

cc: Office of Los Angeles City Councilmember Paul Koretz
Board of Recreation and Parks Commissioners