

Statement as delivered in person before Council (8-2-11)
With attachments
Contact:
Mike Lesner
203 North Marina Drive
Long Beach CA 90803

Mike Lesner, address on file.

I've shared concern over what I feel is a misappropriation of public **property** in the Alamitos Bay Marina. I now expand that to misappropriation of **public funds**.

You have copies of the Navy Yacht Club *homepage*. The 12 foot square clubhouse is blocked by 7 vessels side tied to our public dock, a dock normally available to all boaters for pump-out and rescue. These boats are anchored in violation of Municipal Code 16.08.510.

The Club newsletter reads:

*"I really got into it for our new location and the fact that we can have boats **at our own dock** was just like old times!"*... Vice Commodore Bill Gordon says.

This private Club feels an entitlement to our public property. After speaking with many boaters invited to use the dock on extended weekends, I learned free permits were being regularly issued. Boaters, either as members and/or visiting guests had two choices: **Pay** \$1/foot to stay at one of our guest docks. **Or stay free** at the Club dock. Not a bad deal for a private club, not affiliated with the U.S. Navy, that pays the City only \$600/month.

I pay nearly \$2,000 per month. With a 10% late payment penalty if ten days overdue.

The City Clerk helped me understand the *true nature* of the relationship between the City and this Club. I examined Master Lease, #30620. The lease contains an **integration** clause that says that the entire understanding is contained within the four walls of the Agreement and any changes must be signed in writing and filed as addenda. I asked for everything filed.

The signatories to the Agreement: The ex-Commodore. And the City Manager, with the stamp of the City Attorney. The Commodore has since left the Club. Impersonating a Vice Admiral, wearing a fake Purple Heart and Medal of Valor, and posing as a lawyer to dispense legal advice was a little too problematic for NCIS.

Curiously....Page 2 of the lease reads:

Lessee may apply for a day-to-day, week-to-week, or month-to-month vessel permit for dock space adjacent to or near the Premises, subject to availability. Any such permit, if granted to Lessee, **shall** be subject to all terms and conditions contained in the Long Beach Municipal Code, and any and all rules and regulations, **and current commercial rental rates.**

The most important word... **“shall”**. Words like “may”, “might”, “could” are subject to some legal interpretation. The word “*shall*” is not.

Since the ex-Commodore is a bit difficult to find, I now ask the other signatories ...
“*Where is our money?*”

The City, acting as trust grantee for State property, created a binding Agreement on behalf of taxpayers hard-strapped for funds to pay for police, fire, teachers. Dozens of free permits, with as many as 8 vessels, each 50 feet in length lining up for free space, over several years. I come up with a sum in the tens of thousands of dollars!

Did the tenant forget to pay? Did the marina office forget to collect? Or are both parties intentionally ignoring their signed pledges? Our City Auditor has already shared her concern over the questionable single cash drawer practices of the marina office. Some years ago, a marina permit agent was found to have been leasing slips with his own private cash drawer.

Again, I ask...

“*Where is our money?*” Was it never paid? Was some special, unreported deal arranged? Does marina management have the power to ignore a lease agreement provision of this magnitude?

Here's some good news at least. The Lease contains a 10% annual penalty on unpaid revenue. I'm sure the taxpayers in this chamber will have good use for that money.

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 County of Los Angeles, State of California, commonly known as 223 Marina Drive, Long
2 Beach, California 90803 and shown on Exhibit "A" (hereinafter "Premises"), upon the
3 terms and conditions expressed herein. Exhibit "A" is by this reference made a part
4 hereof.

5 Said Premises does not include the use and occupancy, including access
6 to, a storage shed (approximately 180 square feet) located on the Premises. The City
7 Council of the City of Long Beach granted the Little Ships Fleet Yacht Club permission to
8 access and use this storage shed pursuant to Permit No. 28228. The permitted use of
9 this storage shed is limited to storage of boating equipment and supplies and for no other
10 purpose without the prior written consent of the Director of Parks, Recreation and Marine.

11 Lessee may apply to Lessor for a day-to-day, week-to-week or month-to-
12 month vessel permit for dock space adjacent to or near the Premises, subject to
13 availability. Any such permit, if granted to Lessee, shall be subject to all terms and
14 conditions contained in the Long Beach Municipal Code, any and all rules and
15 regulations, and current commercial dock space rental rates. Notwithstanding the
16 foregoing, Lessor reserves the right to allow others to use all dock space adjacent to the
17 Premises not under permit to Lessee.

18 4. TERM. A. The term of this Lease shall be one (1) year commencing
19 on December 1, 2007, and ending at midnight on November 30, 2008.

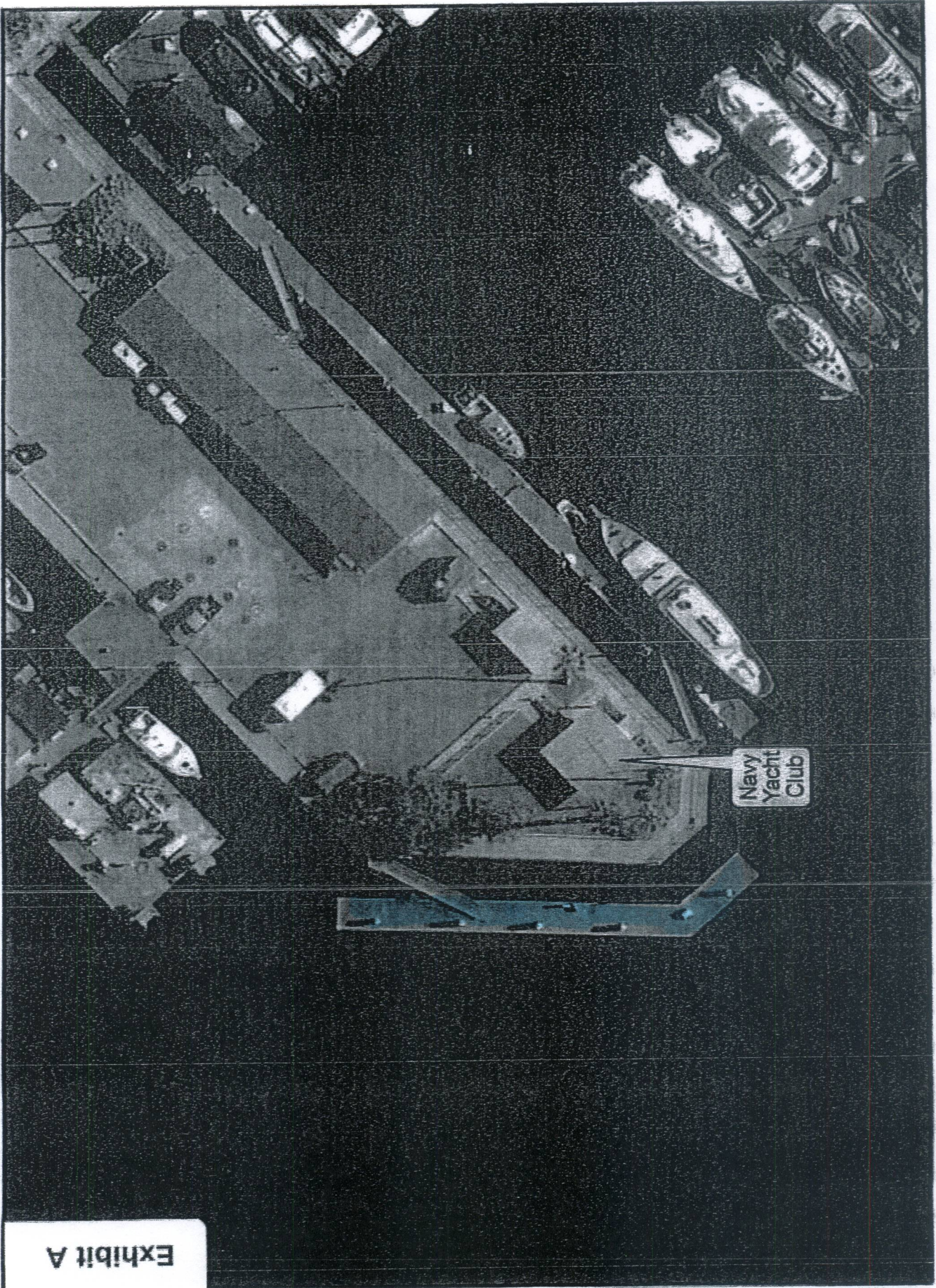
20 B. Lessee shall have the option to exercise two (2), one-year options for
21 renewal. The City Manager or his designee shall be authorized to execute the renewal
22 options. Lessee shall give notice to Lessor that Lessee is exercising an option at least
23 ninety (90) days prior to the expiration of the original term or any extended term.

24 C. This Lease is revocable by either party upon ninety (90) days' written
25 notice to the other party. Upon termination of this Lease, Lessee shall quit and surrender
26 possession of the Premises and remove its personal property therefrom.

27 5. REQUIRED SERVICES AND USES - LIMITATION ON USE.

28 Lessee, during the term, shall use the Premises for the operation of a yacht club office,

Exhibit A



Navy Yacht Club
223 Marina Dr.



cont/100-11971 yacht club.apr. 01.0007



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NYCLB Racing



Navy Yacht Club Long Beach is a member of the [United States Naval Sailing Association](#), [Southern California Yachting Association](#), [Association of San Pedro Bay Yacht Clubs](#) and [US Sailing](#). Navy Yacht Club Long Beach also supports the [Recreational Boaters of California](#) with our donations.

Welcome Aboard Shipmate



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*Vice Commodore
Bill Gordon*



Our Salty Saturday affair combined with the regatta event was terrific. We held it at the new proposed location and what a day it was. I really got into it for our new location and the fact that we can have boats at our own dock was just like old times. We have a great opportunity with the new location and as members, we will have an obligation to see this through for the clubhouse that is proposed for the future. If we all pitch in, I believe will happen.

Our next Salty Saturday/Oktobefest is scheduled for October 9 at 4:00 p.m. We will provide German sausage for a cost of \$6 which includes a raffle ticket. Other dishes will be potluck. Plan on bringing a German side dish for 6 to 8, and the best dish gets a prize. I was thinking about \$1 million but I don't think the treasure has that much to give so we'll have to be gracious and enjoy a bottle of wine.

Please RSVP to Jackie 818-345-4372 by Oct 4.

*Vice Commodore
William M. Gordon*

Salty Saturday--Oktobefest

October 9, 2004

White Elephant Raffle

Clean out your closet and bring

your favorite or least favorite

"White Elephant" gift for our raf-

file. It can be a gag or whatever gift.

This should be something you

want to get rid of!!!! Your dinner

includes \$1 for a raffle ticket.

*Rear Commodore
Dick De Rusha*



Well, here I am again. It all happened at the memorial service for Mame. (She always said, "Take the blame Mame") when Mary Strobel said to me (at the bar, after the service, after three or four drinks of Kendal Jackson (which is what Mame always drank "What we as a club need is for you to be the next Vice Commodore. And in terms of the needs of the club she made a very convincing argument. [Damn you Mary Strobel], You all will decide if she is right when you vote for new officers at the next general meeting,

LaVon called me and suggested that since I was willing to run for Vice Commodore for next year, "Why not take over the vacant job of Rear Commodore for the remainder of this year. I thought it was a good idea since it would get me up to speed on all that has been done in the Clubhouse effort. and I would have a vote on what was being proposed. So, once again, I am now your Rear Commodore. Millie and I attended the Board meeting on 9/14, and it was just like old times: my voice was very prominent with suggestions and criticisms.

Looking at what I have just written, I realized that very often when you elect one person, you get two people. This was certainly true when Millie was going through the chairs, John and Marion Monkvic, Bill and LaVon Plumlee, and I'm sure many many others.

Leadership in this Club is a very rewarding and enjoyable experience. I strongly encourage those of you who have not yet experienced a role in this to consider it. The responsibilities are serious and must be taken seriously as the life of the Club will be dependent upon you; however, the rewards are great as you will feel a true sense of

accomplishment when the things that you have been concerned about come into effect. On top of this you are forced to attend the opening day ceremonies of all of the clubs in SCYA. (How much champagne can anyone drink?) And you get to meet the people who are leading all of the other yacht clubs in Southern California and see what they are doing and get their take on what you want to do. Millie and I have been through this several times and are looking forward to doing it again. **Please think about your role in the leadership of this Club.**

I think that my primary responsibility for the next few years is going to be to make this new clubhouse of ours a major success. With your help, I will do that! No one person can run this club and make it successful: it takes all of us working together and many of us taking roles of leadership.

Please call me, write me, email me with your suggestions about the the club. I need your help and the club needs your help.

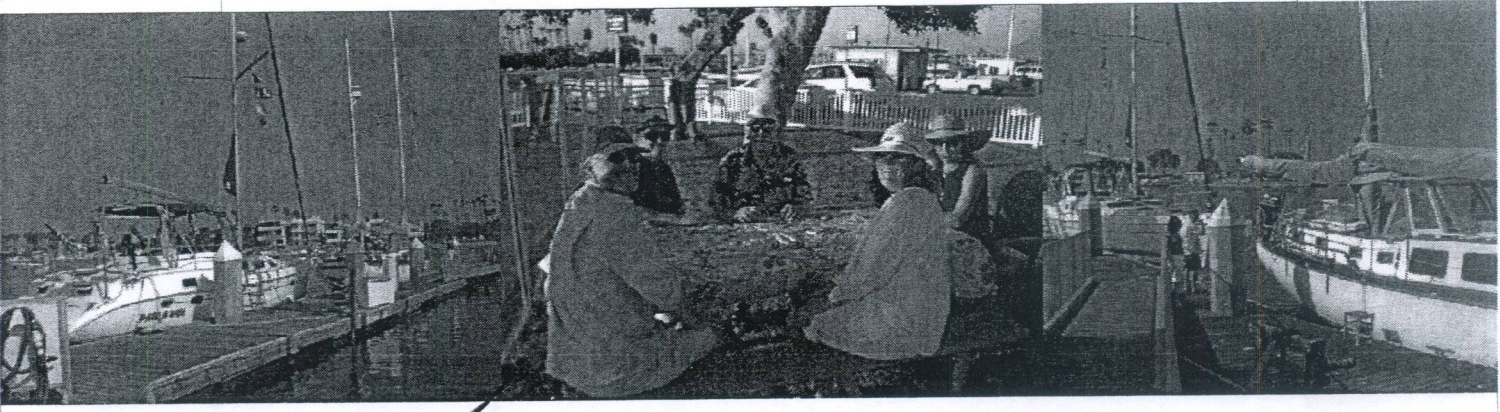
*Dick DeRusha
Rear Commodore*



Hula Hoop time.

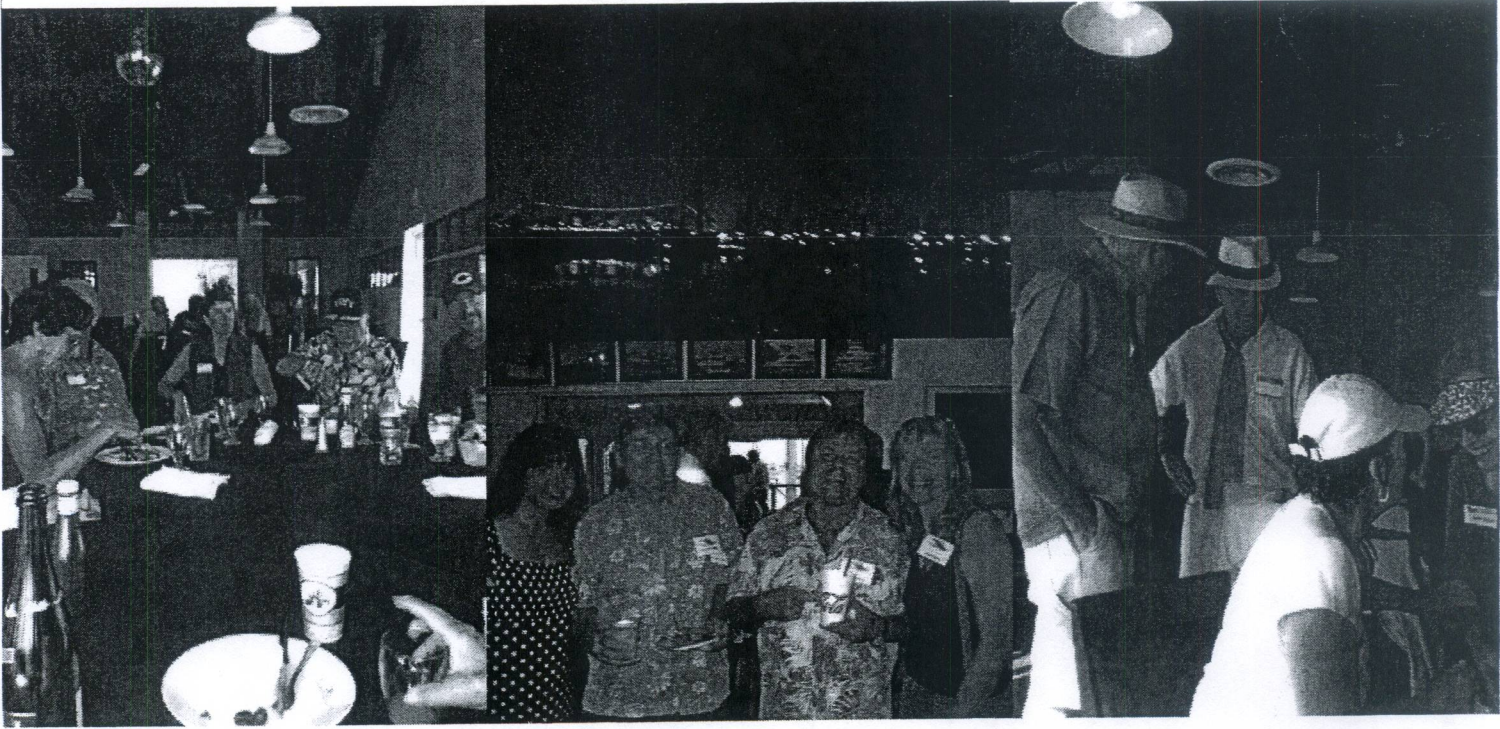
It's ok to bring your boat! Join us.

Labor Day Cruise-In – You should really try it.



Shoreline Yacht Club Cruise-Out

Clockwise from the left: Sparky, Ava and Allen at breakfast, Queen Mary from the club, Tony Carbone looking stylish as ever, Kim LeVern, Richard Stroik, Ron Warren and Leslie Bond at the Avalon gathering of yacht club commodores (not at Shoreline).



1 Lessee shall at all times comply with the Americans with Disabilities Act ("ADA") and shall
2 sole responsibility for providing access at and on the Premises as required by the ADA.

3 NAVY YACHT CLUB - LONG BEACH, a
4 California nonprofit corporation

5 Dated 3/30/2008, 2008 By Allen Kent

6 Allen Kent
7 (Type or Print Name)

8 Dated 3/30/2008, 2008 By Ronald A. Warren

9 Ronald A. Warren
10 (Type or Print Name)

11 "Lessee"

12 CITY OF LONG BEACH, a municipal
13 Corporation

14 **Assistant City Manager**

14 Dated April 21, 2008 By [Signature] Title EXECUTED PURSUANT
15 TO SECTION 301 OF
16 THE CITY CHARTER.

16 "Lessor"

17 The foregoing Lease is hereby approved as to form this 14th day of
18 April 2008.

21 **ROBERT E. SHANNON, City Attorney**

22 By [Signature]
23 Deputy

28 GA/LKM - 01/02/08
07-03241

OFFICE OF THE CITY ATTORNEY
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