



❖ REQUEST FOR PROPOSALS ❖

City Of Atascadero

**ATASCADERO LAKE PARK
PADDLEBOAT CONCESSIONAIRE**

Atascadero, California
Project No. CS2025-01

Issuing Entity: City of Atascadero
Community Services & Promotions Department
6500 Palma Avenue
Atascadero, California 93422

Proposal Due Date: April 4, 2025, at 4:00 p.m.



March 12, 2025

**SUBJECT: CITY OF ATASCADERO
Atascadero Lake Park Paddleboat Concessionaire**

Dear Potential Concessionaire,

The City of Atascadero is requesting the services of a qualified concessionaire to run the lease operation of the watercraft concession business at Atascadero Lake Park, located at 9315 Pismo Ave. in Atascadero. The City of Atascadero would work with the concessionaire to be open in time for summer, ideally in time for Memorial Day weekend.

Attached please find a "Request for Proposal (RFP)" packet and a **draft** sample Lease Agreement, along with the current Atascadero Lake ordinances for review. Please submit your proposal based on the requirements of the RFP. Please note that the proposal must indicate the monthly rent the proposer intends to pay the City along with the other details. The Sample Lease Agreement is provided for you to see what that will look like once we accept the final proposal.

All proposals are due to the City of Atascadero, 6500 Palma Ave., Atascadero, California 93422 **by Friday, April 4, 2025 at 4:00 p.m.**

If you have any questions or comments regarding the above information, please contact me at (805) 470-3490.

VISIT
Atascadero
SIMPLY GENUINE



Terrie Banish

Director of Community Services & Promotions

tbanish@atascadero.org

Phone: 805-470-3490 | Mobile: 805-235-2539

City of Atascadero

6500 Palma Ave | Atascadero, CA 93422

www.atascadero.org

Working together to **serve**, build **community**
and enhance **quality of life**.

Encl: Request for Proposal Instructions
Ordinance for Atascadero Lake
Sample Lease Agreement

REQUEST FOR PROPOSALS (RFP)

FOR THE OPERATION OF A PADDLE BOAT RENTAL CONCESSION AT ATASCADERO LAKE PARK

The City of Atascadero (“the City”) is seeking proposals for the operation of a paddleboat rental operation at Atascadero Lake Park. The City is offering a term of three (3) years with two additional one (1) year term extension options, if mutually accepted by the Concessionaire and the City. This concession will be operated pursuant to an Agreement issued by the City; no leasehold or other proprietary right is offered.

You can download the RFP documentation package from the website at: www.atascadero.org. All proposals become the property of the City and are subject to Public Disclosure laws.

REQUEST FOR PROPOSALS TIMETABLE

The following schedule has been established for the RFP for the operation of paddle boats and/or approved watercraft at Atascadero Lake Park.

March 12, 2025	RFP will be advertised and made available on the City’s website and in local media.
April 4, 2025	Proposals due to City Hall by 4:00 p.m.
April 11, 2025	Proposals reviewed by City Staff and recommendation determined.

SITE BACKGROUND/CURRENT SITUATION

The City of Atascadero is providing an opportunity at Atascadero Lake for a contract concessionaire to provide rentals of paddleboats, paddle boards, appropriate watercraft, bicycles and recreation equipment for visitors of the lake to enjoy. The Concessionaire will furnish and install all necessary equipment required for proper service to the general public.

When considering this opportunity, please note that watercraft recreation types cannot include boats with a motor or other recreation equipment that encourages or promotes bodily contact with the water. Windsurfing and motors are not allowed on the lake. Atascadero Lake has a no swimming policy. The Lake is also impacted by rainfall and in times of drought, there might be little to no water in the lake during prime summer months for water vessel activity. These are items to consider when submitting your RFP (See attached Ordinance).

RFP OBJECTIVES AND REQUIREMENTS

The City’s primary objective in this RFP is to secure a concession operation that will be financially viable and will be maintained and operated at the highest standards. All utilities and related costs will be the sole responsibility of the concessionaire. The Concessionaire must maintain a current Business License with the City. The proposal must contain at minimum a flat rate of \$2,400 per year paid monthly in \$200 increments plus a minimum of 9% of gross receipts to be paid to the City.

OPERATIONS AND MAINTENANCE

The concessionaire will be required to clean the area surrounding the Concession.

Recommended Operations Calendar: Daily Memorial Day through Labor Day; school holidays, and weekend operation in the off season, weather permitting (sunlight, weather & lake condition dependent).

Recommended hours: 11am – 7pm. Hours can expand to ½ hour after sunrise and a ½ hour before sunset.

REQUIREMENTS DURING THE TERM OF THE AGREEMENT

1. The successful proposer will be responsible for obtaining all necessary approvals, permits and licenses for any construction and lawful operation of this concession.
2. The Concessionaire will be required to carry at least \$1,000,000 in general liability insurance coverage and property damage liability insurance coverage, and replacement value in fire and casualty coverage. The concessionaire will also be required to carry at least \$1,000,000 in employer's liability insurance. The City of Atascadero shall be named as Additional Insured by endorsement.
3. Proposers should be aware that this concession will be developed and operated pursuant to a concession agreement issued by the City. Sample draft agreement is attached.
4. For the successful proposer selected, the City will negotiate a three-year Agreement with an option for two additional one-year renewable extensions if mutually accepted by the Concessionaire and the City.
5. The Concessionaire will be responsible for securing all equipment every evening. Storage will be permitted at the site year-round and on the floating dock launch pad during the summer season.
6. The Concessionaire will be responsible for all utility costs associated with the operation of this concession.
7. The Concessionaire will supply all equipment necessary for the operation of this concession. Any fixed equipment becomes the property of the City upon installation, upon the City's option. Should the City choose not to exercise this option, it will be the responsibility of the Concessionaire to remove said fixed equipment and return the licensed premises to the City in a condition as good as or better than that at the commencement of the license term.
8. The City suggests a minimum of 6 paddleboats be made available for rent. However, the Concessionaire can also have available for rent kayaks, paddleboards, canoes and other forms of water recreation. Devices that promote bodily contact with lake water are not allowed. Proposals should include a list of rental equipment and devices included in the RFP. The concessionaire shall also maintain enough paddles, oars and US Coast Guard approved Type III or better Personal Flotation Devices (PDFs) for use for each user renting the equipment.
9. The concessionaire will submit monthly reports of gross receipts. At the end of each operating year, the concessionaire will be required to submit a detailed income and expense statement for the past year's operation. Payment will be monthly.
10. The concessionaire will comply with all City, state and federal laws relating to access for persons with disabilities.
11. All prices, fees, and increases for any and all proposed services offered at the concession must be approved by the Director of Community Services & Promotions. Proposers should submit their proposed price lists and hours of operation.
12. The selling or advertisement of alcohol, cigarettes, cigars, vape pens, or any other tobacco and nicotine products is strictly prohibited. It is the Concessionaire's responsibility to adhere to and enforce this policy.
13. The Concessionaire will remove all rubbish generated by this concession. The Concessionaire will be responsible for cleaning the licensed premises and the area within 50 feet of the licensed premises. The Concessionaire will provide garbage cans, and all garbage cans associated with the concession facility operation will be emptied into a designated park dumpster location on a daily basis. In

addition, the concessionaire will keep all signs and structures free of graffiti. The Concessionaire must comply with all City, state, and federal regulations regarding recycling.

14. The Concessionaire must cooperate with the City during special events and unanticipated eventualities.
15. The Concessionaire must pay all taxes applicable to the operation of the concession, including possessory interests in publically owned property. No such applicable taxes may be deducted from gross receipts.
16. City inspectors may visit the concession site unannounced to inspect operations and determine whether or not the Concessionaire is complying with the terms of the agreement. If these inspectors find violations, the Concessionaire may be assessed a fine for each violation. Concessionaires must also comply with all directives originating from inspections by any other city, state or federal agency having jurisdiction over the operation of this concession.

PROPOSAL SUBMISSION INSTRUCTIONS

Minority and Women-owned firms/individuals are encouraged to respond. Each proposal submitted must meet the following requirements. Failure to comply will result in the automatic disqualification of a submission from further consideration.

1. All proposers must submit a proposal that includes a fee offer and list of rental items.
2. Proposals should be printed or typed on 8 1/2" x 11" paper. The proposal and any additional information should be submitted in a sealed envelope with the following information written on the outside of the envelope:
 - **Your name and address**
 - **"Paddleboat Rental RFP"**
 - **Friday, April 4, 2025**

No proposals should be submitted in plastic sleeves or spiral binders. Illustrations may be included. No electronic or faxed proposals will be accepted. All proposals become the property of the City of Atascadero and are subject to public disclosure laws.

3. All proposals should be submitted in a sealed envelope and must be received by the City at the address below **no later than Friday, April 4, 2025, at 4:00 pm**. No proposals will be accepted after that time; proposals received after that time and date listed above will be returned to the proposer and will not be considered for award. Hand delivery to City Hall before deadline is recommended to ensure consideration of your proposal.
4. **Questionnaire and Instructions**

Your proposal to the RFP must include written responses to the questions listed on the attached page and be delivered to Atascadero City Hall by the proposal due date. Written proposals may be mailed, or hand delivered to the following address and need to be received by the City no later than March 31, 2025. No faxed or emailed responses or late proposals will be accepted. **Submit your original, signed proposal as outlined in Item #2 above to: City Hall, 6500 Palma Avenue, Atascadero, CA 93422.**

The City reserves the right to reject any and all proposals and to re-advertise for the RFP if desired. Any RFP which is incomplete, conditional, obscure, or which contains additions or deletions not called for, or includes irregularities of any kind, may be rejected; however, the City reserves the right to waive immaterial defects and minor irregularities.

The proposals submitted will be evaluated and ranked by an evaluation team, and final selection of the Concessionaire will be made by the Community Services & Promotions Department.

Questionnaire/Proposal

Provide a cover sheet on your organization's letterhead that includes all relevant contact information for your organization, including but not limited to, the name of the contact person, their phone and email, and a brief, concise summary of your proposed management plan.

Please respond to the following Proposal questions/statements:

1. Describe your qualifications including experience and credentials in administering a boat rental and/or other type of public recreation facility. (Detail number of years, description of facilities managed, etc.)
2. Describe your strategies to implement your management plan for the facility. (How are you staffing it? What are your proposed hours of operation? How will you pay for ongoing maintenance and operation costs? Etc.)
3. What improvements, if any, are you proposing to make to the facility to enhance the patron's experience?
4. Describe your goals and objectives for the rental operation.
5. Describe the procedures you will use to ensure harmful products do not result in surface runoff into the lake when you clean or decontaminate the equipment. Please Note: All cleaning and disinfecting procedures must follow all current county safety guidelines provided by SLO County Public Health Department (<https://www.slocounty.ca.gov/departments/health-agency/public-health>).
6. Describe how you will market the activities and services offered at the site.
7. Describe how you will address public access and create a welcoming space at the facility.
8. Describe what services and contributions, if any, in addition to the flat monthly fee and percentage of your monthly gross sales payment you are proposing for consideration. Keep in mind that the minimum percentage of gross sales is 9% for the operation at Atascadero Lake.
9. The Charles Paddock Zoo is a City managed municipal Zoo. Describe how your business might coordinate, promote and support the Zoo.
10. Provide background information on your organization, and any other relevant information you would like us to know.
11. Provide your detailed budget to operate and maintain the Paddleboat Rental concession.
12. Provide a list of all rental items included (Types & Quantity available & Proposed Rental Fee Schedule).

ORDINANCE NO. 108

AN ORDINANCE OF THE CITY OF ATASCADERO
AMENDING SECTION 10-1.06 WINDSURFERS OF
ORDINANCE NO. 105, CHAPTER 1 TO TITLE 10
OF THE ATASCADERO MUNICIPAL CODE RELATING
TO PARKS AND RECREATION.

The Council of the City of Atascadero ordains as follows:

SECTION 1. Section 10-1.06 Windsurfers is amended to read as follows:

10-1.06 Windsurfers

It is unlawful for any person to operate a surfboard-like vessel on any area of Atascadero Lake.

SECTION 2. The City Clerk shall cause this ordinance to be published once within fifteen (15) days after its passage in the Atascadero News, a newspaper of general circulation, printed, published and circulated in this City in accordance with Government Code section 36933; shall certify the adoption of this ordinance; and shall cause this ordinance and its certification to be entered in the Book of Ordinances of this City.

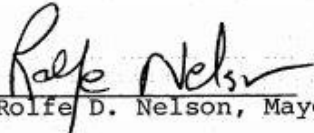
SECTION 3. This ordinance shall go into effect and be in full effect at 12:01 a.m. on the thirty-first (31st) day after its passage.


The foregoing ordinance was introduced on July 8, 1985 and adopted at a regular meeting of the City Council held on July 22, 1985.

AYES: Councilwomen Mackey & Norris, Councilmen Handshy & Molina and Mayor Nelson.

NOES: NONE

ABSENT: NONE


Rolfe D. Nelson, Mayor


Robert M. Jones, City Clerk

Approved as to form


Acting City Attorney


Michael Shelton, City Manager

ORDINANCE NO. 606

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ATASCADERO,
CALIFORNIA, AMENDING TITLE 10, CHAPTER 1, SECTION 10-1.06,
SECTION 10-1-13 AND SECTION 10-1.11 OF THE ATASCADERO MUNICIPAL CODE
REGARDING WATER ACTIVITIES ON ATASCADERO LAKE.**

WHEREAS, a prohibition against windsurfing activities in Atascadero Lake was adopted by Ordinance No. 108 in 1985; and,

WHEREAS, Ordinance No. 108 made it unlawful for anyone to operate a surf-board like vessel on any area of Atascadero Lake thereby prohibiting more than just windsurfing activities on the Lake; and,

WHEREAS, there is a popular recreational sport, called paddleboarding, which utilizes a surfboard-like vessel and is considered to be a safe, clean, healthy form of recreation and exercise; and,

WHEREAS, paddleboarders, like other non-motorized boaters, should have minimal water contact, remain within close proximity to, and easily maintain safe access to their vessels; and,

WHEREAS, there is a strong interest from the paddleboard community to utilize the lake as a safe place to learn the sport; and,

WHEREAS, the Board of Directors for the Friends of Atascadero Lake have requested the City Council not prohibit water activities, such as paddleboarding, in Atascadero Lake; and,

WHEREAS, the City Council has determined that not prohibiting water activities such as paddleboarding would increase residents' and visitors' enjoyment of Atascadero Lake Park and the City.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ATASCADERO
HEREBY ORDAINS AS FOLLOWS:**

SECTION 1. Section 10-1.06 of the Atascadero Municipal Code shall be amended as follows:

10-1.06 Windsurfers.

It is unlawful for any person to operate a wind-powered surfboard-like vessel or any other surfboard-like vessel less than eight feet long on any area of Atascadero Lake.

SECTION 2. Section 10-1.13 of the Atascadero Municipal Code shall be amended as follows:

10-1.13 Closure of lake.

Park personnel are authorized to close the lake or portions thereof to lake activities, for any of the following reasons:

- (a) Dangerous water or weather conditions;
- (b) Unsatisfactory parking or road conditions;
- (c) Construction or special event activities;
- (d) For any reason determined by the City to be reasonable and necessary.

SECTION 3. Section 10-1.11 of the Atascadero Municipal Code shall be amended as follows:

10-1.11 Lake activities time restriction.

It is unlawful for any person to conduct or engage in water activities on the Lake between the time of one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise.

SECTION 4. A summary of this ordinance shall be published twice: at least five days prior to its final passage in the Atascadero News, a newspaper published and circulated in the City of Atascadero, and; before the expiration of fifteen (15) days after its final passage, in the Atascadero News, a newspaper published and circulate in the City of Atascadero. A copy of the full text of this ordinance shall be on file in the City Clerk's Office on and after the date following introduction and passage and shall be available to any interested member of the public.

INTRODUCED at a regular meeting of the City Council held on February 14, 2017, and **PASSED** and **ADOPTED** by the City Council of the City of Atascadero, State of California, on February 28, 2017, by the following roll call vote:

AYES: Council Members Bourbeau, Moreno, Sturtevant, Mayor Pro Tem Fonzi and Mayor O'Malley

NOES: None

ABSTAIN: None

ABSENT: None

ADOPTED: February 28, 2017

CITY OF ATASCADERO



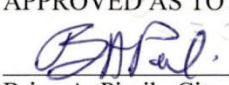
Tom O'Malley, Mayor

ATTEST:



Marcia McClure Torgerson, C.M.C., City Clerk

APPROVED AS TO FORM:

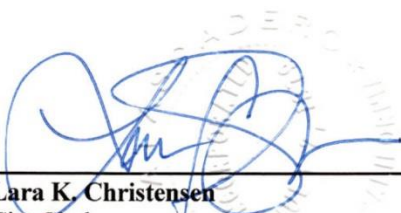


Brian A. Pierik, City Attorney

CERTIFICATION

I, **Lara K. Christensen**, City Clerk of the City of Atascadero, hereby certify that the foregoing is a true and correct copy of Ordinance No. 606, adopted by the Atascadero City Council at a regular meeting thereof held on February 28, 2017, and that it has been duly published pursuant to State Law.

DATED: February 29, 2017



Lara K. Christensen
City Clerk
City of Atascadero, California

ORDINANCE NO. 105

AN ORDINANCE OF THE CITY OF ATASCADERO ADDING
CHAPTER 1 TO TITLE 10 OF THE ATASCADERO MUNICIPAL CODE
RELATING TO PARKS AND RECREATION

The Council of the City of Atascadero ordains as follows:

Section 1. Chapter 1 is added to Title 10 of the Atascadero Municipal Code to read as follows:

TITLE 10

CHAPTER 1 - ATASCADERO CITY PARK

10 - 1.01. Definitions.

As used in this chapter, unless the context clearly requires a different meaning, the following words have the following meanings:

- (a) "Aquaplane" means any park, surfboard, water ski or other device used for transporting, conveying, or carrying a person who is towed or pulled by any boat by means of a rope, chain, cable, wire, or other connection.
- (b) "Department" means director of City of Atascadero department of Public Works.
- (c) "Horse" means any member of the equine family;
- (d) "Lake" means Atascadero Lake.
- (e) "Park" means any municipal area open to the public for recreational purposes, including the Atascadero Lake, zoo, picnic area, ballfield, Sunken Gardens, and Paloma Creek Park.
- (f) "Park Personnel" means all department personnel charged with the responsibility of maintenance and management of Atascadero Recreational Areas and "park personnel" includes the Director and Assistant Director of Public Works.
- (g) "Motorboat" means any vessel propelled by machinery & capable of transporting a person.

10 - 1.02. Authority of Park Personnel.

Park personnel are authorized to direct the visiting public in its use of the park according to statutes, ordinances, rules and regulations applicable to the park. In the event of fire or other emergency, to expedite traffic, to insure safety of the persons in the park, to insure against pollution of the Lake, or to protect property and facilities in the park, park personnel may direct the public as conditions may require notwithstanding other provisions of this chapter.

10 - 1.03. Restriction of Public Use of Parks.

Park personnel, the Chief of Police, and the Fire Chief are authorized to restrict the public use of the park by closing the park or any park area or any of its facilities or restricting the hours of operation for good and sufficient reasons including but not limited to the following:

- (a) Sanitary protection of the watershed.
- (b) Fire prevention.
- (c) Construction.
- (d) Dangerous or unsafe conditions.
- (e) To prevent damage to the park or its facilities.
- (f) Conservation of fish and game.

10 - 1.04. Litter, Garbage, Polluting Substances.

It is unlawful for any person within the park to commit any of the following acts:

- (a) To throw or discharge into the waters of the lake or any stream, or place upon the shore area thereof, any litter garbage waste products, trash, motor oil, or other debris, or to discharge into the lake or any stream or along the shore area thereof, any contaminating or polluting substance of any kind whatsoever, or to use any motor or container which leaks oil or gas into the waters of the lake.
- (b) To dump or deposit any trash, refuse, garbage, litter or any kind of waste materials in any portion of the Atascadero Recreational Areas except in approved containers specifically placed and designated to receive such waste materials.

10 - 1.05. Boat Washing

It is unlawful for any person to wash a boat or motor vehicle in the lake or park area.

10 - 1.06. Windsurfers.

A nonmotorized surfboard-like vessel over eight feet in length may be utilized on the lake under the following conditions:

- (a) Windsurfing may be conducted in only those areas designated for boats. Windsurfing is prohibited in designated swimming areas.
- (b) No person engaging in windsurfing or related activity may do so without wearing an approved personal flotation device.
- (c) When directed by park personnel, any person engaging in windsurfing or related activity shall discontinue said activity and remove his person and equipment from the water.
- (d) Vessels defined within this category shall be exempted from the requirements of Section 9873 (e) of the California Vehicle Code.

10 - 1.07. Boat Operation in Prohibited Areas.

It is unlawful for any person within the park to operate a boat within a prohibited area designated by official standard waterway markers on the Lake. Such prohibited area shall be designated by the Director of Public Works.

10 - 1.08. Motorboats.

It is unlawful for any person within the park or lake area to operate any type of motorboat with the exception of model boats of 1 hp or less. Model boats must have approved mufflers which reduce the noise level of the boat.

10 - 1.09. Boats on Shore--Designated Areas--Sleeping In.

It is unlawful for any person within the park to do any of the following acts:

- (a) To keep any boat on shore overnight except in an area designated and posted for such purpose.
- (b) To sleep in any boat during the hours when the lake is closed to boating.
- (c) To moor any boat overnight in a location other than in an area designated and posted for mooring; any boat so moored shall be at owner's sole risk and the City Council assumes no liability or bailment obligation pertaining to damage, loss or theft of such boat.

10 - 1.10. Unattended Boats.

It is unlawful for any person utilizing the area to leave any boat unattended for more than forty-eight hours except in the desig-

nated storage areas. Park personnel are authorized to impound any boat involved in a violation of this section, and to charge a reasonable fee or fees for the release of said boat to the owner. Any such boat not claimed by the owner within thirty days after written notification of such impounding may be sold by the Director of Public Works at public auction shall first be deducted and retained, and the remainder, if any, shall be paid to the owner.

10 - 1.11. Boat Operation Time Restriction.

It is unlawful for any person to operate or occupy any boat on the lake between the time of one-half hour after sunset and one-half hour before sunrise.

10 - 1.12. Boat Operation by Incapable Person.

It is unlawful for the owner of any boat within the park or any person having such in his charge or control to authorize or knowingly permit the same to be operated by any person who is incapable of operating such watercraft under the prevailing circumstances for any reason, including, but not limited to, inexperience or physical or mental disability.

10 - 1.13. Closure of Lake

Park personnel are authorized to close the lake or portions thereof, to boating, for any of the following reasons:

- (a) Dangerous water or weather conditions.
- (b) Unsatisfactory parking or road conditions.
- (c) Construction or special event activities.

10 - 1.14. Motor Vehicle Speed Limits.

It is unlawful for any person within the park to operate a motor vehicle at a speed in excess of fifteen (15) miles per hour, except as otherwise posted or as provided by law.

10 - 1.15. Reckless Use of Vehicle.

It is unlawful for any person within the park to drive a vehicle in a careless or reckless fashion so as to endanger the vehicle, its occupants, or any person, equipment, facilities, or property.

10 - 1.16. Road Closure.

Park personnel are authorized to close any park road or parking lot. Such authorization may be for the following reasons but are not strictly limited to:

- (a) Construction of facilities.
- (b) Dangerous road conditions.

Such closure shall be posted or otherwise designated by park personnel and restricted to pedestrians only - no motor vehicles.

10 - 1.17. Conservation.

It is unlawful for any person within the park:

- (a) To receive, bring, or cause to be brought into the recreation area any fish, amphibian, or aquatic plant for any place for the purposes of propagation or use as fish bait without the approval of the Department of Fish and Game of the State of California and the Director of Public Works.
- (b) To cut, pick, mutilate or destroy any vegetation, except when authorized by the Director of Public Works.
- (c) To remove, disfigure or cut soil or rock, except when authorized by the Director of Public Works.

10 - 1.18. Damaging Equipment of Others.

It is unlawful for any person within the park to mutilate or destroy any equipment or facilities of others.

10 - 1.19. Burning Material.

It is unlawful for any person within the park to throw, place or otherwise dispose of any burning material except into authorized firepits or incinerators.

10 - 1.20. Fireworks and Explosives.

It is unlawful for any person to receive, bring, or cause to be brought into the park, any fireworks or other explosives, or to fire any fireworks or other explosives within the park. For purposes of public display, a permit must be issued by the Fire Chief, and only after all state and local requirements have been met.

10 - 1.21. Fire Restrictions.

It is unlawful for anyone within the park to build, ignite, or utilize fires except in portable stoves or barbecue pits, of a type approved by park personnel in picnicking areas.

10 - 1.22. Unattended Fires.

It is unlawful for anyone within the park to leave any fire unattended or to fail to put out a fire prior to departure.

10 - 1.23. Combustible Material Disposal.

It is unlawful for anyone within the park to dispose of combustible materials other than in park trash cans.

10 - 1.24. Mistreatment of Animals or Birds.

It is unlawful for anyone within the park or zoo to molest, injure, or kill any animal or bird, or to allow any child or animal under his supervision to molest, injure or kill any animal or bird.

10 - 1.25. Closed Areas.

It is unlawful for any person to enter any area of the park which is posted against entry, fenced or obviously hazardous.

10 - 1.26. Commercial Activity.

It is unlawful for any person or persons to engage in any commercial activity within the park, except as authorized by the City Council. Non-profit agencies may be allowed to conduct fund raising events upon approval by Public Works. Exemptions for business licenses may be granted to non-profit agencies.

10 - 1.27. Skin Diving and Scuba Diving.

It is unlawful within the park for any person to engage in skin diving or scuba diving.

10 - 1.28. Swimming.

It is unlawful for any person to swim in any area of Atascadero Lake.

10 - 1.29. Sign Posting-Temporary Structure Construction.

It is unlawful for any person within the park to post or erect a sign, or to construct any temporary structure, except by permit approved by the Public Works Director.

10 - 1.30. Hours of Operation.

The hours of operation for public park areas shall be from 6 a.m. until 10 p.m. on a daily basis, unless otherwise posted. Activities specifically scheduled by the City, such as organized recreational activities, are exempt from the closure time.

10 - 1.31. Public Use Fees

Public Use Fees for City recreational areas shall be those established by the City Council, as revised periodically by resolution of the City Council. Such public use fees are necessary to recover costs of services rendered, other than inspection, and costs of control of sanitation and pollution. The fees are fixed by resolution to the Council.

10 - 1.32. Animals and Pets

It is unlawful for any person within the park to commit any of the following acts:

- A. To allow any animal or pet under his supervsion to be in the park unless controlled by a leash not to exceed six (6) feet in length, or by a bridal;
- B. To allow any animal or pet under his supervision to molest, inconvenience or endanger any occupant of the park;
- C. To abandon any animal or pet under his supervision within the park;
- D. To allow any animal or pet under his supervision to be outside of an enclosed vehicle at night;
- E. To leave any animal or pet under his supervision unattended at any time;
- F. To allow animal or pet under his supervision to be in any park buildings or structures except seeing eye and hearing dogs.
- G. To allow any animal or pet under his supervision to use the park as a waste area.

10-1.33. Overnight Camping

It is unlawful to camp overnight in any City park or parking place without a special use permit. This permit shall be issued by the City Police Department.

10 - 1.34. Penalties

Violations of the provisions of this chapter shall be prosecuted in accordance with the provisions of Chapter 3 of Title 1 of the Atascadero Municipal Code.

Section 2. The City Clerk shall cause this ordinance to be published once within fifteen (15) days after its passage in the Atascadero News, a newspaper of general circulation, printed, published, and circulated in this City in accordance with Government Code Section 36933; shall certify the adoption of this ordinance; and shall cause this ordinance and its certification to be entered in the Book of Ordinances of this City.

Section 3. This ordinance shall go into effect and be in full force and effect at 12:01 A.M. on the thirty-first (31st) day after its passage.

On motion by Councilman Molina, and seconded by Council Member Mackey, the foregoing resolution is hereby adopted in its entirety on the following roll call vote:

ADOPTED: May 28, 1985

AYES: Councilman Molina, Councilwomen Mackey and Norris


NOES: Mayor Pro Tem Handshy

ABSENT: Mayor Rolfe Nelson

ATTEST:



ROBERT M. JONES, City Clerk



ROLFE NELSON, Mayor

APPROVED AS TO FORM:

ALLEN GRIMES, City Attorney

APPROVED AS TO CONTENT:


MICHAEL SHELTON, City Manager

CITY OF ATASCADERO



SAMPLE DRAFT CONTRACT FOR

ATASCADERO LAKE PADDLEBOAT CONCESSION SERVICES



CONCESSIONAIRE SERVICES AGREEMENT
FOR THE
CITY OF ATASCADERO
AND _____

THIS CONTRACT is made and entered into between City of Atascadero, a Municipal Corporation (“City”), and _____ (“Concessionaire”). City and Concessionaire agree as follows:

1. SCOPE AND STANDARDS:

A. **CONTRACT.** Concessionaire shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the SCOPE OF WORK AND STANDARDS FOR SERVICES, attached hereto and incorporated herein by this reference as Exhibit A, as requested by the City. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein.

2. EMPLOYMENT STATUS OF PERSONNEL:

A. **INDEPENDENT CONCESSIONAIRE; EMPLOYEES OF CONCESSIONAIRE .** Concessionaire enters into this Contract as and shall at all times remain as to the City, an independent Concessionaire and not as an employee of the City. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. Any persons employed by Concessionaire for the performance of services pursuant to this Contract shall remain employees of Concessionaire, shall at all times be under the direction and control of Concessionaire, and shall not be considered employees of City. All persons employed by Concessionaire to perform services pursuant to this Contract shall be entitled solely to the right and privileges afforded to Concessionaire employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to City employees.



INDEPENDENT INVESTIGATION. The Concessionaire agrees and hereby represents it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

B. COMPLIANCE WITH EMPLOYMENT LAWS. The Concessionaire shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

C. UNLAWFUL DISCRIMINATION PROHIBITED. Concessionaire shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

3. **TIME OF PERFORMANCE:**

The services of Concessionaire are to commence upon **XXXX 2025**. Except as provided in Sections 6 and 19 below, this Contract shall terminate no later than **XXX 2028** with the option of two (2) one-year extensions, upon mutual agreement of both parties.

4. **COMPENSATION:**

Compensation from the Concessionaire shall be as set forth in Exhibit B attached hereto and made a part hereof.

5. **TERMINATION:**

A. 30 DAYS NOTICE. The City, upon thirty (30) days written notice, may terminate this Contract, without cause, at any time. In the event of such termination, the City shall be compensated for non-disputed fees under the terms of this Contract up to the date of termination.

B. OBLIGATIONS SURVIVE TERMINATION. Notwithstanding any termination of this Contract, Concessionaire shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Concessionaire, and the City may withhold any payments due to Concessionaire until such time as the exact amount of damages, if any, due the City from Concessionaire is determined. All of the indemnification, defense and hold harmless obligations in this Contract shall survive termination. The obligations of the Surety on the Faithful Performance Bond shall survive the termination of this Contract.



6. **CHANGES:**

The City or Concessionaire may, from time to time, request changes in the scope of the services of Concessionaire to be performed hereunder. Such changes, including any increase or decrease in the amount of Concessionaire 's obligation and/or changes in the schedule must be authorized in advance by both Parties in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract. Any increase in the amount of Concessionaire 's obligation and/or changes in Exhibit A and or Exhibit B must be authorized in advance by the City Manager or designee.

7. **CONFLICTS OF INTEREST:**

A. **CONCESSIONAIRE** covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City, or which would in any way hinder Concessionaire 's performance of services under this Contract. Concessionaire further covenants that in the performance of this Contract, Concessionaire shall take reasonable care to ensure that no person having any such interest shall be employed by it as an officer, employee, agent or sub-Concessionaire without the express written consent of the City Manager. Concessionaire agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Contract. Concessionaire agrees to include language similar to this Section 9(A) in all contracts with sub-Concessionaire s and agents for the work contemplated herein.

8. **CONFIDENTIAL INFORMATION:**

A. **ALL INFORMATION KEPT IN CONFIDENCE.** All materials prepared or assembled by Concessionaire pursuant to performance of this Contract are confidential and Concessionaire agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

B. **REIMBURSEMENT FOR UNAUTHORIZED RELEASE.** If Concessionaire or any of its officers, employees, or sub-Concessionaire does voluntarily provide information in violation of this Contract, the City has the right to reimbursement and indemnity from party releasing such information for any damages caused by the releasing parties, including the non-releasing party's attorney's fees and disbursements, including without limitation expert's fees and disbursements.



COOPERATION. City and Concessionaire shall promptly notify the other party should Concessionaire or City, its officers, employees, agents, or sub-Concessionaires be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Contract and the work performed thereunder or with respect to any project or property located within the City. City and Concessionaire each retains the right, but has no obligation, to represent the other party and/or be present at any deposition, hearing or similar proceeding. Concessionaire and City agree to cooperate fully with the other party and to provide the other party with the opportunity to review any response to discovery requests provided by Concessionaire or City. However, City and Concessionaire's right to review any such response does not imply or mean the right by the other party to control, direct, or rewrite said response.

9. **PROVISION OF LABOR, EQUIPMENT AND SUPPLIES:**

A. **CONCESSIONAIRE PROPERTY.** Concessionaire shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to perform the services required by this Contract except as set forth in Exhibit C. City acknowledges that all equipment and other tangible assets used by Concessionaire in providing these services are the property of Concessionaire and shall remain the property of Concessionaire upon termination of this Contract.

B. **SPECIAL SUPPLIES.** City shall be responsible for supplying any special supplies, stationary, notices, forms or similar items that it requires to be issued with a City logo. All such items shall be approved by the City Manager and shall be provided at City's sole cost and expense.

10. **COMPLIANCE WITH LAW:**

COMPLIANCE REQUIRED. Concessionaire shall keep itself informed of applicable local, state, and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Contract. Concessionaire shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. Concessionaire shall at all times hold a valid Concessionaire's license if performing any function or activity for which a license is required pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the California Business and Professions Code, and Concessionaire shall provide a copy of the license(s) upon the request of the City. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Concessionaire to comply with this section.



11. **SUBCONTRACTING/ SUBLEASING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City Manager. Concessionaire shall be as fully responsible to the City for the negligent acts and omissions of its Concessionaire and sub-Concessionaire, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Concessionaire.

Concessionaire shall not sublease or otherwise convey any interest of any sort granted by this Agreement to any person or persons whatsoever without prior written consent and approval by the City.

12. **ASSIGNABILITY:**

Concessionaire shall not assign or transfer any interest in this Contract whether by assignment or notation. However, claims for money due or to become due Concessionaire from the City under this Contract may be assigned to a financial institution, but only with prior written consent of the City Manager. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City. The rights and benefits under this agreement are for the sole and exclusive benefit of the City and this Contract shall not be construed that any third party has an interest in the Contract.

13. **LIABILITY OF CONCESSIONAIRE:**

Concessionaire shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of Concessionaire's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, Concessionaire and sub-Concessionaire. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Concessionaire or its employees, agents, Concessionaire or sub-Concessionaire.

14. **INDEMNIFICATION:**

A. **INDEMNIFICATION FOR PROFESSIONAL LIABILITY.** When the law establishes a professional standard of care for Concessionaire's Services, to the fullest extent permitted by law, Concessionaire shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligence, or wrongful act, error or omission of Concessionaire, willful misconduct, or recklessness of its officers, agents, employees or sub-Concessionaire (or any entity or individual that Concessionaire shall bear the legal liability thereof) in the performance of professional services under this agreement.



B. INDEMNIFICATION FOR OTHER THAN PROFESSIONAL LIABILITY. Other than in the performance of professional services and to the full extent permitted by law, Concessionaire shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Concessionaire or by any individual or entity for which Concessionaire is legally liable, including but not limited to officers, agents, employees or sub-Concessionaire of Concessionaire.

C. GENERAL INDEMNIFICATION PROVISIONS. Concessionaire agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section for each and every sub-Concessionaire or any other person or entity involved by, for, with or on behalf of Concessionaire in the performance of this agreement. In the event Concessionaire fails to obtain such indemnity obligations from others as required here, Concessionaire agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successor, assigns or heirs of Concessionaire and shall survive the termination of this agreement or this section.

15. **INSURANCE:**

Concessionaire shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit E attached to and part of this agreement.

16. **RECORDS:**

Concessionaire shall keep true and accurate books and records showing all of its business transactions in separate records of account for the catering operation, in accordance with generally accepted accounting principles. The records shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. The City shall have the right, through its representatives, and at all reasonable times, to inspect such books and records, including State of California sales tax records. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

The City may require Concessionaire, at its expense, to have its records and accounts audited by an auditor acceptable to the City and shall present said audit to the Director of Administrative Services within 30 days after the completion of the audit. If Concessionaire fails to provide the required audit, the City shall contract to have an audit performed at Concessionaire's expense.



17. MISCELLANEOUS PROVISIONS:

A. **ASSIGNMENT OR SUBSTITUTION.** City has a **NONDISCRIMINATION / NONPREFERENTIAL TREATMENT STATEMENT** In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

B. **UNAUTHORIZED ALIENS.** Concessionaire hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Concessionaire so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Concessionaire hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

C. **GOVERNING LAW.** The City and Concessionaire understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and also govern the interpretation of this Contract. Any litigation concerning this Contract shall take place in the San Luis Obispo Superior Court, federal diversity jurisdiction being expressly waived.

D. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Concessionaire by this Contract. In recognition of that interest, neither any complete nor partial assignment of this Contract, may be made by Concessionaire nor changed, substituted for, deleted, or added to without the prior written consent of City which consent shall not be unreasonably withheld. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Contract entitling City to any and all remedies at law or in equity, including summary termination of this Contract. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract.

E. **ENTIRE CONTRACT.** This Contract constitutes the entire Contract and understanding between the parties relative to the services specified herein and there are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in this Contract and this Contract supersedes all prior understandings, agreements, courses of conduct, prior dealings among the parties and documentation of any kind without limitation.



F. **AMENDMENTS**. This Contract may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modifications cannot be waived, and any attempted waiver shall be void.

G. **CONSTRUCTION AND INTERPRETATION**. Concessionaire and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. **WAIVER**. The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. **SEVERABILITY**. The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.



J. **NOTICES.** All invoices, payments, notices, demands, requests, comments, or approvals that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties (deemed to have been received three (3) business days after deposit in the U.S. Mail) at the following addresses:

City: City of Atascadero
6500 PALMA AVENUE
Atascadero, CA 93422

Concessionaire

Each party may change the address at which it gives notice by giving ten (10) days advance, written notice to the other party.

K. **AUTHORITY TO EXECUTE.** The person or persons executing this Contract on behalf of Concessionaire warrant and represent that they have the authority to execute this Contract on behalf of their Company and further warrant and represent that they have the authority to bind Concessionaire to the performance of its obligations hereunder.

Effective this **xx day of May 2025** by the parties as follows,

Approved as to form:

CONCESSIONAIRE

Counsel for Concessionaire

By: _____
Owner

Approved as to form:

CITY OF ATASCADERO

By: _____
David Fleischman, City Attorney

By: _____
James R. Lewis, City Manager

CERTIFICATE OF COMPLIANCE

WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the 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 I have complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor C. §§1860, 1861.)

CONCESSIONAIRE

Owner

EXHIBIT A
Scope of Work

EXHIBIT B

Compensation and Method of Payment

EXHIBIT C

Items Provided by City

The City agrees to comply with all reasonable requests of the Concessionaire necessary to the performance of the Concessionaire's duties under this agreement.

City agrees to furnish use of the floating docks located in Atascadero Lake Park for use by the Concessionaire while performing the services described within this agreement. In addition, the Concessionaire shall have the right to use a fenced cemented area directly in front of the floating dock area. Please see Exhibit D for the Location Schedule.

EXHIBIT D

Location Schedule

The premise of operation is Atascadero Lake at Atascadero Lake Park, Atascadero, California.



EXHIBIT E

Insurance Requirements

The Concessionaire shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Concessionaire, its agents, representatives, employees, or subconsultants.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the consultant's profession.

Minimum Limits of Insurance. Concessionaire shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Concessionaire shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Concessionaire; products and completed operations of the Concessionaire; premises owned, occupied or used by the Concessionaire; or automobiles owned, leased, hired or borrowed by the Concessionaire. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.

Insurance Requirements (continued)

2. For any claims related to this project, the Concessionaire's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Concessionaire's insurance and shall not contribute with it.
3. The Concessionaire's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

Verification of Coverage. Concessionaire shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

END SAMPLE CONTRACT