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4/3/84

Restoration  
14,288  
4/3/84

LEASE AND OPERATING AGREEMENT

for

LAS PALMAS MUNICIPAL GOLF COURSE

between

THE CITY OF NATIONAL CITY

and

AMERICAN GOLF CORPORATION

Prepared by: DONALD F. McLEAN, JR.  
City Attorney  
THE CITY OF NATIONAL CITY  
1243 National City Blvd.  
National City, CA 92050  
(916) 477-1181

<input checked="" type="checkbox"/> Pitt.	<input type="checkbox"/> Deft.	<input type="checkbox"/>
Exhibit No.	24-A-H-4 For I.D.	
Lisa Colucci	N.P.	
Witness:	[Redacted]	
Date:	1-16-85	

*[Handwritten signature]*

## EXHIBIT "B"

SCHEDULE OF PROPOSED CAPITAL IMPROVEMENTS

1984

<u>Item:</u>	<u>Estimated Cost:</u>
1. Fairway	\$ 50,000.00
2. Course Drainage	80,000.00
3. Irrigation System:	
A. Controllers	
B. Valves	
C. Sprinklers	140,000.00
4. Greens (9)	63,000.00
5. Tees (9)	27,000.00
6. Cart Paths	20,000.00
7. Trees	10,000.00
8. Clubhouse:	
A. Food & Beverage	
B. Pro Shop	
C. Cart Storage	70,000.00
9. Sand traps	
10. Driving Range (including lights)	70,000.00
11. Parking Lot Repairs	15,000.00
12. Lake Repair	
13. Putting Greens	
14. Fencing	
15. Landscaping	
16. Misc. (including items: 9,12,13,14,& 15)	75,000.00
	<hr/>
Total	<u>\$620,000.00</u>

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*Of*

LEASE AND OPERATING AGREEMENT  
FOR  
LAS PALMAS MUNICIPAL GOLF COURSE

THIS AGREEMENT, dated May 3, 1984, hereinafter called "this Lease" is executed by the CITY OF NATIONAL CITY, a municipal corporation, hereinafter referred to as "Landlord", and AMERICAN GOLF CORPORATION, hereinafter referred to as "Tenant".

1. PROPERTY LEASED

1.1 Real Property (Premises)

Landlord hereby leases to Tenant and Tenant hires from Landlord the improved real property, hereinafter called "the Premises", located in National City, State of California, known as Las Palmas Golf Course, described in Exhibit "A", attached hereto, and made a part hereof.

Notwithstanding any other provision of this Lease, Landlord expressly reserves and retains unto itself, successors, and assigns all rights in and to all minerals, oil, gas and other hydrocarbons located in or beneath leased Premises, provided, that no lease shall be executed or drilling rights granted which permit drilling on the fairways or golf course proper.

2. USE OF PREMISES

Tenant hereby covenants and agrees that the Premises shall be used only and exclusively for the purpose of operating thereon a public golf course, driving range, club house, restaurant and bar for the dispensing of food and alcoholic or non-alcoholic beverages, the furnishing of golf lessons, a golf pro shop, and related uses customarily associated therewith.

Landlord hereby expressly reserves and retains the right to define other uses customarily associated with the operation of said golf course.

In no event shall Tenant use the herein Premises, nor any portion thereof, for any other purpose than that hereabove set forth, unless Tenant shall first have had and obtained the written approval of Landlord to so do.

3. TERM

The term of this Lease shall be for five (5) years, provided that all of the Tenant's responsibilities are fully complied with. In the event Landlord should notify Tenant of a failure to comply with any of Tenant's responsibilities as noted in this Lease, or its Exhibits, and Tenant fails to rectify such failure within sixty (60) days, and such failure continues thereafter, the Landlord may terminate this Lease. Provided Tenant has fully complied with all the obligations contained in this Lease, Tenant will have the option to extend this Lease at the end of the initial term for seven 5-year terms by the giving to Landlord written notice of such desire six (6) months before the end of the particular term in question.

Landlord reserves the right to offer to Tenant, in consideration for the successful performance of the period of this Lease, two additional 5-year option periods. Tenant agrees that the Landlord shall at its sole discretion, decide whether or not said option periods shall be offered to Tenant.\*

4. RENT

Tenant shall pay Landlord annual rent during the term of this Lease for the Premises and equipment as provided in paragraph 1 hereinabove (regardless of the condition of any equipment, the depreciation and obsolescence of which has been taken into account in determining the total rent for the original Lease), said annual rent to be net above, real and/or personal property taxes, as follows:

A. During the term of this Lease, the annual rent shall be the greater of either the minimum rent hereinafter set forth for the periods stated or the percentage of gross sales stated in this paragraph.

In no event shall any annual rental payment be less than the following:

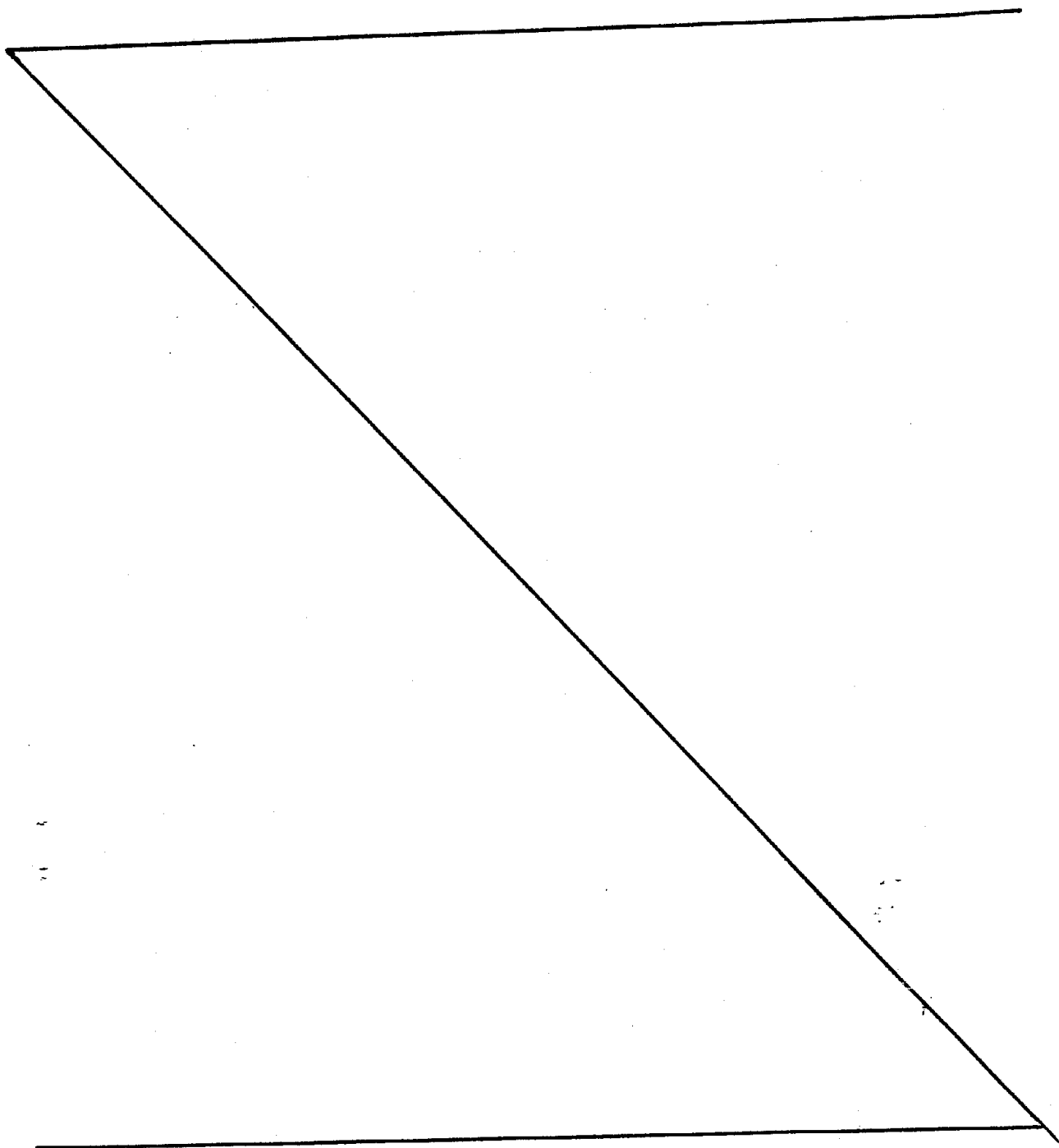
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\* These two additional 5-year option periods will be subsequent to and are in addition to the initial 5-year lease term and the seven 5-year renewal terms that are at the Tenant's option. This means that, with all extensions, the total term of this Lease can be 50 years.

3.A

**CONSTRUCTION PERIOD**

Landlord and Tenant both acknowledge that there will be a Construction Period not to exceed 275 days that will occur immediately after the execution of this Lease. During the Construction Period, it will not be possible for golfers to make use of the golf course and the driving range or facilities appurtenant thereto. The term of this Lease and the Tenant's obligation to pay annual rent will not commence until the end of the Construction Period, that being the date when the golf course reopens for play. During the Construction Period, Tenant and its agents will have the right to go onto the leased property to make all necessary capital improvements.



OK

1) Years 1 through, and including 8, \$25,000.00 per year, with the first year rental due in advance on the date of execution of this Lease.

2) Years 9 through, and including 10, \$36,000.00 per year (providing the Lease is renewed as herein provided);

3) Years 11 through, and including 15, \$48,000.00 per year (providing the Lease is renewed as herein provided);

4) Years 16 through, and including 25, \$60,000.00 per year (providing the Lease is renewed as herein provided);

5) Years 26 through, and including 40, \$72,000.00 per year (providing the Lease is renewed as herein provided).

Beginning upon execution of this Lease and continuing through the end of the eighth (8th) year of this Lease, the percentages shall be as follows:

1) Sales from greens fees, cart rentals and driving range - five percent (5%) of gross income;

2) Sales of food and beverages - five percent (5%) of gross income;

3) Sales from the Pro Shop - five percent (5%) of gross income.

Beginning with the ninth (9th) year and continuing through the end of the tenth (10th) year of this Lease, provided the Lease is renewed as herein provided, the percentages shall be as follows:

1) Sales from greens fees, cart rentals and driving range - six percent (6%) of gross income;

2) Sales of food and beverages - five percent (5%) of gross income;

3) Sales from the Pro Shop - five percent (5%) of gross income.

Beginning with the eleventh (11th) year and continuing through the end of the fifteenth (15th) year of this Lease, provided the Lease is renewed as herein provided, the percentages shall be as follows:

- 1) Sales from greens fees, cart rentals and driving range - seven percent (7%) of gross income;
- 2) Sales of food and beverages - five percent (5%) of gross income;
- 3) Sales from the Pro Shop - five percent (5%) of gross income.

Beginning with the sixteenth (16th) year and continuing through the end of the twenty-fifth (25th) year of this Lease, provided the Lease is renewed as herein provided, the percentages shall be as follows:

- 1) Sales from greens fees, cart rentals and driving range - eight percent (8%) of gross income;
- 2) Sales of food and beverages - six percent (6%) of gross income;
- 3) Sales from Pro Shop - six percent (6%) of gross income.

Beginning with the twenty-sixth (26th) year and continuing through the end of this Lease, provided the Lease is renewed as herein provided, the percentages shall be as follows:

- 1) Sales from greens fees, cart rentals and driving range - ten percent (10%) of gross income;
- 2) Sales of food and beverages - six percent (6%) of gross income;
- 3) Sales from Pro Shop - six percent (6%) of gross income.

B. For each and every year during the term hereof commencing upon execution of this Lease, Tenant shall pay the amount specified hereinabove as annual minimum rent for the year concerned in twelve (12) equal monthly installments, in advance, on the first day of each and every month.

C. For each and every calendar quarter or fraction thereof during the term of this Lease, Tenant shall pay to Landlord on or before the last day of the next succeeding month,

the sum of money determined by deducting the sum of the monthly minimum rents for such preceding calendar quarter from the percentage rent calculated for each preceding quarter. In no event, however, shall the monthly rent to be paid by Tenant to Landlord be less than the minimum rental herein specified. On or before January 31 of each year, the total amount of percentage rent for the previous calendar year shall be computed and, in the event that the total amount of rentals paid for such calendar year is not equal to the percentage rental payable pursuant to the foregoing formula for such calendar year, then, Tenant shall pay any deficiency to Landlord within thirty (30) days after such deficiency is determined. In the event that the total amount of rentals paid for any calendar year exceeds both the annual minimum rental and the percentage rental payable pursuant to the foregoing formula for such calendar year, Tenant shall receive a credit equivalent to such excess, which may be deducted by Tenant from the next percentage rental payment, if any, due under this Lease, and if no percentage rental payment is due, then such excess may be deducted by Tenant from the minimum rent for the month next succeeding the end of the calendar year in which such excess rent was paid.

#### 4.1 Furnishing Statement of Gross Income.

Tenant shall submit to Landlord on or before the 20th day of each and every calendar month following a calendar quarter (excluding the first year of the term hereof) at the place then fixed for the payment of rent, together with the remittance of percentage rent, a written statement signed by Tenant or a person duly authorized by Tenant, and certified to be accurate by a licensed certified public accountant, showing in accurate detail the amount of gross income of the preceding calendar quarter, and shall submit to Landlord on or before the 60th day following the end of each year at the place then fixed for the payment of rent, a statement signed by Tenant, or a person duly authorized by Tenant, showing in accurate detail the amount of gross income during the preceding year and the sales tax return filed by Tenant

with the State. The statements referred to herein shall be in such form and style and contain such details and breakdown as Landlord may reasonably determine.

#### 4.2 Accounting Records.

A. In order to be able to verify statements furnished Landlord in case of dispute, Tenant agrees to install and maintain, to the standard of accepted accounting and auditing practices, an appropriate set of bookkeeping records, during the term of this Lease and for a period of twenty-four (24) months after termination thereof, in the County of San Diego or the Southern California area.

B. Books and accounts hereinabove required shall be kept or made available at the said golf course or elsewhere within the County of San Diego, or the Southern California area and Landlord shall have the right at any and all reasonable times to examine and audit the same, within restriction.

#### 4.3 Cost of Audit.

A. In the event of a dispute as to the accuracy of the monthly or annual statements, and such dispute requires an audit to resolve the dispute, and there is found to be a discrepancy of five percent (5%) or more of rent due, the party proved to be incorrect shall pay all costs and fees of conducting said audit.

B. In the event Tenant fails or refuses to make available its original books and records of account as hereinabove provided at the said Premises or within the territorial limits of the County of San Diego, Tenant agrees to pay Landlord ALL necessary expenses incurred by Landlord in obtaining said books and records and in conducting any audit at the location where said books and records of account are maintained, notwithstanding which party proved to be incorrect.

4.4 Lease Year Defined.

A. "Lease Year" shall mean each period of twelve (12) consecutive calendar months commencing on the execution of this Lease and ending three hundred sixty-five (365) days later (except during those years referred to as "Leap Years", which shall consist of three hundred sixty-six (366) days), which falls within the term of this Lease. Said "Lease Year" may be changed by written agreement of the parties hereto.

B. Each Lease Year shall constitute a separate accounting period for the purpose of computing percentage rent, and gross income for any one Lease Year shall not be carried back or forwarded into any other Lease Year.

C. In the event this Lease is terminated, as hereinafter provided, prior to the end of the Lease Year, that short period shall be subject to appropriate pro-ration.

4.5 Gross Income.

A. There shall be excluded from gross income or deducted therefrom, if previously included:

1) Cash refunded or credit allowed on returns by customers, but not exceeding in any one instance the selling price of the item in question.

2) Sales taxes, excise taxes, gross receipts taxes, and other similar taxes now or hereafter imposed upon the sale of food, beverages, merchandise or services paid by Tenant to the taxing authority whether added to or included in the selling price.

3) Sales of trade fixtures or personal property to be replaced by Tenant which are not stock-in-trade.

4) Income paid for golf lessons directly to instructor by student over which Tenant has no control.

5. CAPITAL IMPROVEMENTS

5.1 Improvements.

During the first twelve (12) months, or sooner, of the Lease, Tenant agrees to make certain improvements to course. The precise description of these capital improvements are listed in Exhibit "B" attached hereto and made a part hereof (hereinafter called "improvements").

5.2 Landlord Approval.

The plans and specifications for any construction, repair, renovation or modification on premises having a value of \$10,000.00 or more, in such detail as may be required by Landlord, shall be submitted to Landlord for its approval prior to the commencement of any work and all such work shall be in accordance with such approved plans. Tenant shall provide Landlord with one set of reproducible As-Built plans for all construction, repair, restoration or modification on the premises that has a value in excess of \$10,000.00.

5.3 Landlord's Obligation.

Landlord agrees to reimburse Tenant for capital improvements made by Tenant to course a sum of \$200,000.00 as follows:

A. \$40,000.00

1) When all rough grading (including drainage) has been completed.

B. \$90,000.00

1) When all fine grading has been completed;  
and

2) Irrigation system is operational; and

3) Greens, Tees and Fairways have been seeded.

C. \$25,000.00

1) When Driving Range has been completed.

D. \$30,000.00

- 1) When Clubhouse is completed; and
- 2) Parking Lot has been repaired; and
- 3) Trees have been planted.

E. \$15,000.00

- 1) When course is completed and open for

play.

When Landlord is notified by Tenant that one of the above (A, B, C, D, and E) portions of the total capital improvements has been completed by Tenant, Landlord will inspect and approve said work and will pay to Tenant the appropriate sum due within thirty (30) days of Tenant's original notification. Both Landlord and Tenant agree that under no circumstances will Landlord's contribution exceed \$200,000.00.

#### 5.4 Bonds.

Prior to the commencement of any construction costing in excess of \$10,000.00, except where such work is carried on by Tenant's employees, Tenant shall furnish evidence satisfactory to Landlord that Tenant is financially able to pay the contractor, workmen and materialmen and shall furnish, if requested by Landlord, to the Landlord a bond in an amount, in form, and with surety acceptable to Landlord, naming Landlord and Tenant as obligees and insuring completion of the proposed work free and clear of all liens, without cost to Landlord. In the event Landlord so requests in writing, Tenant agrees to bond the improvements during the first year of the term of this Lease.

#### 6. TAXES

##### 6.1 Personal Property Taxes

Tenant shall be responsible for the payment before delinquency of property taxes levied on the equipment or other facilities as may be installed in or on the premises.

6.2 Possessory Interest Tax.

A. Tenant shall be responsible for the payment before delinquency of all possessory interest taxes levied against the demised Premises.

B. Anything herein contained to the contrary notwithstanding, Tenant shall have the right in good faith, at its sole cost and expense, to contest the amount or legality of any said possessory interest taxes on or attributable to the Premises, including the right to apply for the reduction thereof, and Landlord shall cooperate fully with Tenant in connection therewith, provided, however, Tenant shall prosecute any such contest with due diligence, and shall, forthwith upon the final determination thereof, pay the amount of said possessory interest taxes on or attributable to the Premises as so determined together with any interest, penalties, costs and charges which may be payable in connection therewith.

C. If any said possessory interest taxes on or attributable to the Premises are payable in installments, Landlord agrees to execute and join with Tenant in the execution of any application or other instrument which may be necessary to permit the payment thereof in such installments, and in such event Tenant shall pay and be liable hereunder only for the installments or portions of installments thereof which are payable during the Lease term and any interest due thereon.

7. UTILITIES

Tenant shall pay before delinquency all charges for water, gas, heat, air cooling, electricity, power, telephone, pump taxes and other utility services used on or serving the Premises during the Lease term.

8. REPAIRS AND ALTERATIONS

8.1 Repairs.

A. Tenant acknowledges that it is acquiring the Premises solely in reliance on its own investigation thereof that

no representations, warranties or statements have been made by Landlord concerning the condition of fitness thereof, and that by taking possession of the Premises and equipment, Tenant accepts same in their present condition, "as is".

B. Landlord agrees to assist Tenant with silt removal. The nature and extent of Landlord's obligation to "assist" Tenant with silt removal shall be as agreed upon between the parties in memorandums executed by Landlord's and Tenant's authorized representatives, but in no event, will Landlord's obligation exceed the equivalent in labor and materials, of 100 man days of Public Works crew effort, with a value of approximately \$8,000 to \$16,000 annually, at cost in 1984 dollars.

C. Landlord shall not be obligated to make repairs, replacements or additions of any kind whatsoever to the Premises, including the building thereon and the equipment, facilities and fixtures therein contained, which Premises, building, sewer lines, cesspool plumbing, piping, wiring, equipment, facilities and fixtures shall, at Tenant's sole expense, be kept, repaired, maintained, replaced, or added to at all times by Tenant in good order and in sanitary and safe condition and repair.

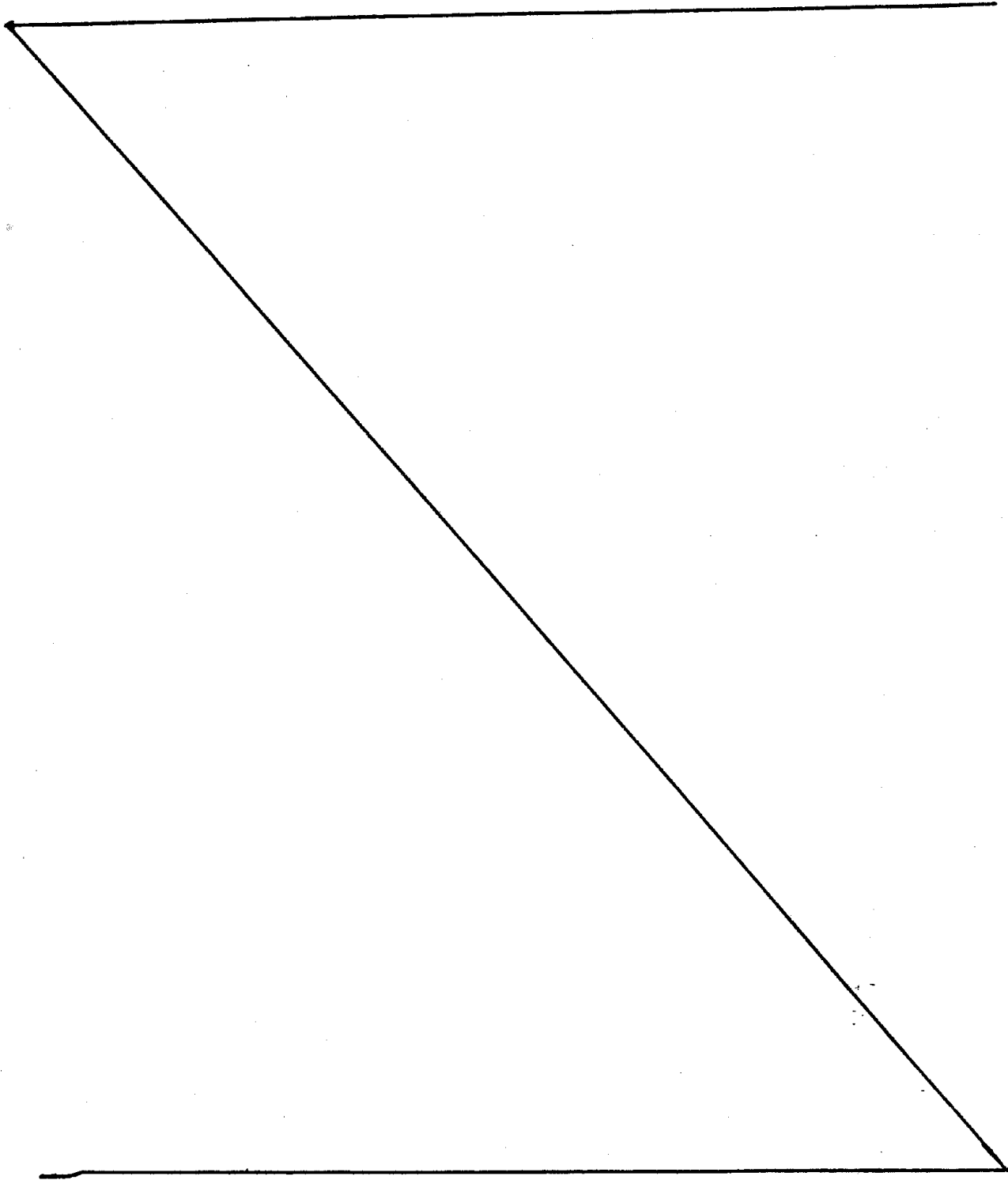
9. MAINTENANCE

In connection with the maintenance and condition of the golf course, Landlord and Tenant may form a Monitoring Board at Landlord's sole discretion. The Monitoring Board will be composed of three persons: one selected by the Landlord and one by Tenant. Those two persons will select a third from an approved list of highly qualified golf course architects and/or maintenance persons. This Board will meet once a month, or as often as necessary, to review the condition of the golf course. The Monitoring Board will have the power to make recommendations as to better maintenance. The Monitoring Board will act upon a majority rule. In the event these recommendations are not complied with, Landlord may terminate this Lease, said failure to follow the Monitoring Board's recommendation being declared to be a material breach of the Lease.

9.A

TENANT'S OBLIGATION

The recommendations of the Monitoring Board do not constitute additional conditions of this Lease. Tenant will have a reasonable time in which to cure or correct any material problem in the condition of the golf course. Exhibit C to this Lease indicates a reasonable standard of maintenance and conditions for the golf course and the Monitoring Board's recommendations shall not, in any case, exceed these standards.



*Otc*

10. CONTROLLED PRICES

10.1. Tenant shall at all time maintain a complete list or schedule of the prices charged for all goods or services, or combinations thereof, supplied to the public on or from the Premises hereby demised whether the same are supplied by Tenant or by Tenant's subleasee, assignees, concessionaires, permittees or licensees. Said prices shall be fair and reasonable, based upon the following two (2) considerations.

First, the property herein demised is intended to serve a public use and to provide needed facilities to the public at fair and reasonable cost.

Second, that Tenant is entitled to a fair and reasonable return upon Tenant's investment pursuant to this Lease.

10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

As of date of execution of this Lease, Tenant suggests and Landlord agrees that green fees and cart fees will be as follows:

<u>Green Fees</u>	<u>9 Holes</u>	<u>18 Holes</u>
Weekdays	\$ 3.50	\$ 5.00
Seniors & Juniors (weekdays)	3.00	4.00
Seniors & Juniors (weekends)	3.50 after 12 noon	5.00
Weekends	4.50	8.00
Seniors & Juniors mo. ticket Plus \$1.00 for each 9 holes played.	15.00 weekdays & weekends after noon.	

For purposes of this Section, "seniors" shall mean all persons 60 years old or older, and "juniors" shall mean all persons 16 years old or younger.

Carts	6.00	11.00
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10.3. Tenant agrees to honor monthly player cards outstanding as of the date of this Lease.

10.4 Tenant further agrees that changes in green fees, prices or policies will first require the approval of Landlord, which approval shall not be unreasonably withheld.

11. DAMAGE AND RESTORATION

11.1 Duty to Restore.

If the improvements on the Premises are partially or totally damaged by fire or any other casualty so as to become partially or totally untenable, this Lease shall not terminate and said improvements shall be rebuilt by Tenant with due diligence at Tenant's expense. Tenant shall insure said improvements, pursuant to Section 14 hereinbelow.

12. QUIET ENJOYMENT

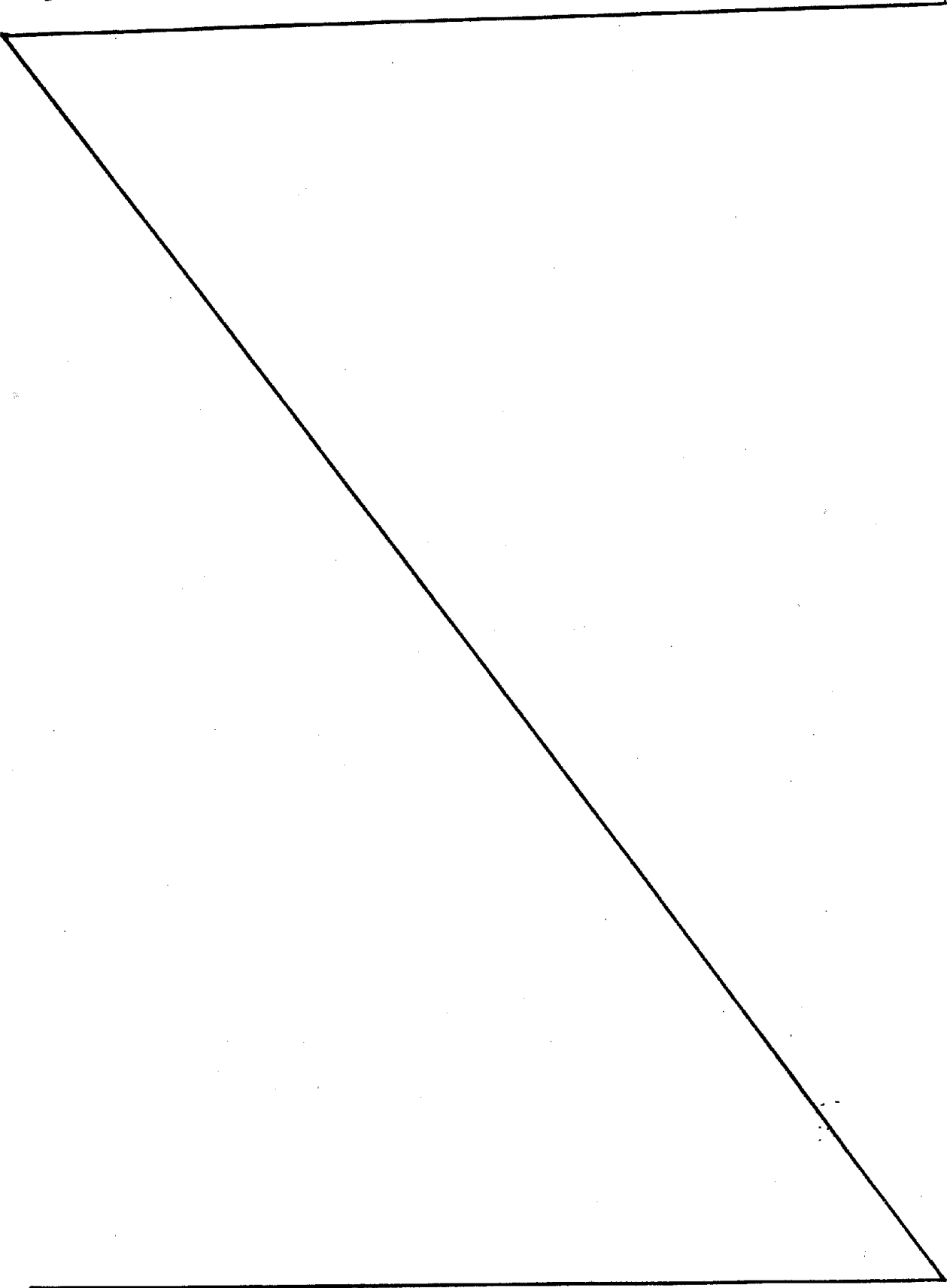
Subject to the provisions of this Lease and conditioned upon performance of all of the provisions to be performed by Tenant hereunder, Landlord shall secure to Tenant during the Lease term the quiet and peaceful possession of the Premises and all rights and privileges appertaining thereto.

13. DEFAULT

13.1 Notice and Remedies.

In the case of Tenant's failure to pay rent or any other monetary obligation of Tenant hereunder, Tenant shall have a period of 60 days after notice thereof from Landlord to cure such monetary default. In the case of Tenant's failure to perform any of Tenant's other obligations under this Lease, or any part thereof, when due or called for hereunder, Tenant's shall have a period of 60 days after notice from Landlord specifying the nature of Tenant's default within which to cure such default; provided that if the nature of a non-monetary default is such that it cannot be fully cured within said 60 day period, Tenant shall have such additional time as may be reasonably necessary to cure such default so long as Tenant proceeds promptly after service of Landlord's notice and proceeds diligently at all times to complete said cure. If Tenant fails to comply with the foregoing provisions, Tenant shall be deemed to be in breach of this Lease, and Landlord with or without further notice or demand of any kind may at its option:

10.5 Landlord and Tenant agree that the standard to be applied in making and approving changes in greens fees, cart fees or other prices is provided by Section 10.2 of this Lease, that being fees comparable to those charged by comparable and competing Southern California public golf courses.



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Terminate Tenant's right to possession of the Premises and equipment because of such breach and recover from Tenant all damages allowed under Section 1951.2 of the California Civil Code, including, without limitation, the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided, or

B. Not terminate Tenant's right to possession because of such breach, but continue this Lease in full force and effect; and in that event (1) Landlord may enforce all rights and remedies under this Lease, including the right to recover the rent and all other charges due hereunder as such rent and other charges become due hereunder, and (2) Tenant may assign its interest in this Lease with Landlord's prior written consent, which consent shall not be unreasonably withheld.

14. INSURANCE

Tenant shall keep or cause to be kept insured for the mutual benefit of the Landlord and Tenant with an insurance company reasonably acceptable to Landlord, all building and structures located on or appurtenant to the Premises against loss, or damage by fire and such other risks as are now or hereafter included in an "extended coverage endorsement" in common use for commercial structures, including vandalism and malicious mischief. Such policies shall be in an amount equal to eighty percent (80%) of the insurable value of such buildings and structures, and Landlord shall be named in said policy as an additional named insured. Said policies shall provide that Landlord shall receive at least ten (10) days notice prior to cancellation or termination thereof. Tenant shall deliver to Landlord upon execution hereof a copy of such policies.

Tenant shall secure and maintain at its own expense during the term of this Lease comprehensive public liability insurance with combined single limit coverage in the amount of

\$500,000.00 per person and \$1,000,000.00 per occurrence. The coverage of Tenant's liability insurance shall be primary and in addition to any carried by Landlord. Said insurance shall be in a company or companies satisfactory to Landlord and shall designate Landlord as an additional insured thereunder and shall provided for thirty (30) days notice to Landlord prior to cancellation or termination thereof. Tenant shall furnish evidence satisfactory to Landlord that such insurance has been obtained and that premiums have been paid as required.

15. ASSIGNMENT AND SUBLETTING

Tenant shall not sublet or assign any portion or interest in this Lease without first obtaining the written consent of the Landlord. Landlord shall have right to approve all sub-tenants and their contracts.

16. NAME CHANGE

It is agreed by both parties that when the course is re-opened for public play the name of the course will be changed from Las Palmas Golf Course to National City Municipal Golf Course.

17. FREE GOLF LESSONS

Tenant agrees to offer during the first five (5) year term of this Lease a free golf lesson program for the citizens of National City that is acceptable to both parties.

18. PLACE OF CONSTRUCTION OF THIS LEASE

This Lease is made and entered into in National City, California, and is to be performed in National City, California. In the event of any dispute, disagreement, or action arising under this Lease, the proper place for the determination of such dispute, disagreement or action is National City, California.

19. SERVICES TO BE AVAILABLE

19.1. Management.

The Tenant agrees that he will operate and manage the services and facilities offered in a first-class manner and comparable to their first-class concessions providing similar facilities and services during the entire term of the Lease. Where such facilities are provided, Tenant agrees that he shall and

will maintain a high standard of service at least equal to that of other competing Southern California public golf courses, including the services of a class A PGA pro or another qualified professional who meets Landlord's reasonable requirements, as determined by the Landlord's Golf Course Committee in consultation with Tenant, and to those prevailing in such areas for similar products and services and without discrimination.

19.2. Food Operations.

Food operations shall be operated in such a manner as to maintain a Health Inspection Rating of "A".

Food operations also shall be open and available during all hours of operation of the golf course and shall provide hot and cold food items on a full service basis during such hours of operation.

Landlord agrees that Tenant shall obtain and keep current licenses as required for the on Premise sale and serving of alcoholic beverages.

19.3. Hours of Operation.

The Tenant agrees that he will conduct business on the leased premises to conform with the published hours and days of operation as established, and in the best interest of the public, unless otherwise approved in writing by the Landlord.

19.4. Concession employees.

Tenant will ensure that its employees shall at all times conduct themselves in a creditable manner, and they shall conform to all course rules, regulations and requirements, as well as all rules and regulations as hereafter may be promulgated or put into operation by the Landlord. The Tenant shall maintain a staff adequate to Landlord's satisfaction and administer all facilities located on said Premises.

19.5. Merchandise and Equipment.

The Landlord retains the right to require the Tenant to discontinue sale or use of those items that are of a quality unacceptable to the Landlord.

19.6. Continued Occupancy.

The Tenant covenants and agrees to, and it is the intent of this Lease that the Tenant shall, continuously and uninterruptedly during the term of this Lease, occupy and use the Premises for the purpose hereinabove specified, except while Premises are untenable by reason of fire, flood, or other unavoidable casualty, and, in that event, Landlord shall be promptly notified by Tenant.

19.7. Inspections.

Landlord may make an inspection of the leased Premises at any reasonable time for the protection of properties and in the best interest of the public.

19.8. Maintenance of Premises.

Tenant agrees to maintain the Premises in first class condition, which shall include but not be less than the condition of said Premises at the time Tenant first occupies the same.

Tenant shall give prompt notice to Landlord of any fire or damage that may occur from any cause whatsoever. Tenant shall, to the satisfaction of Landlord, keep and maintain the leased Premises and all improvements of any kind which may be erected, installed or made thereon by Tenant in good and substantial repair and conditions, including painting, and shall make all necessary repairs and alterations thereto.

Tenant expressly agrees to maintain the Premises in a safe, clean, wholesome and sanitary condition, to the complete satisfaction of Landlord and in compliance with all applicable law. Tenant further agrees to provide proper containers for trash and garbage and to keep the demised Premises, both land and water areas thereof, free and clear of rubbish and litter. Landlord shall have the right to enter upon and inspect the same Premises at any time for cleanliness and safety.

20. EFFECT OF REQUEST FOR PROPOSAL AND SUBMITTED PROPOSAL

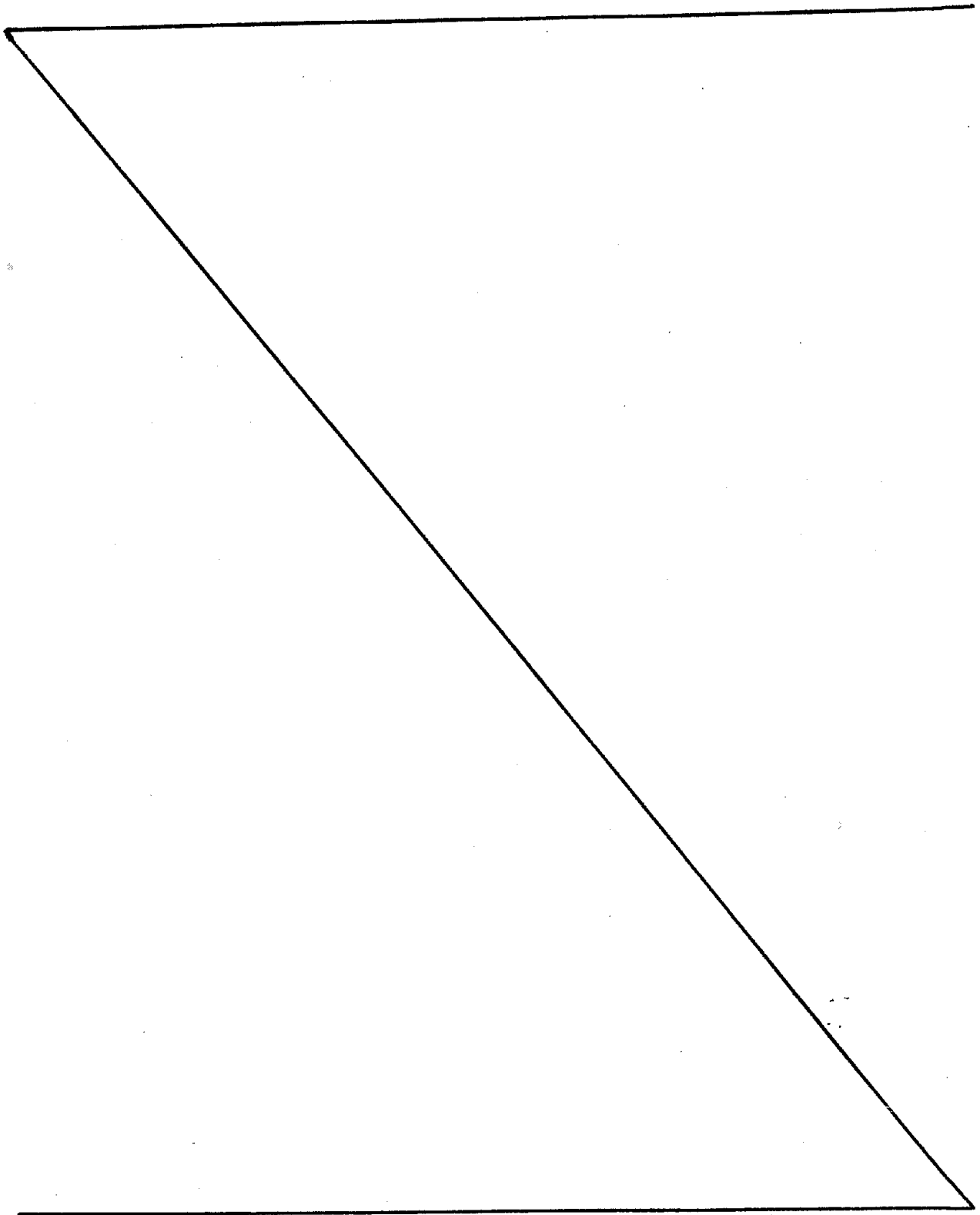
It being the desire and intent of the parties hereto that the spirit as well as the letter of this Lease be binding and enforceable, the Landlord's "Request for Proposal Municipal

Golf Course Maintenance and Operation City of National City, California", and Tenant's "Proposal for the Operation of the Municipal Golf Course" are hereby incorporated herein by reference only, the same as if fully set forth herein, and the provisions thereof shall be utilized in interpreting any provision of this Lease that comes into dispute.

21. WATER RIGHTS

The parties acknowledge the presence in the Premises of a producing water well. All rights to said well and its appurtenant parts, and all rights to water appurtenant to said well, and to the demised Premises, shall remain the sole and exclusive property of the City of National City, and no rights and interests therein are conveyed by this Lease. During the term hereof, Tenant shall maintain said well in first class working order, making such repairs, and performing such maintenance as is reasonably necessary therefore, subject to the further right of the Landlord to inspect and test said well from time to time and require performance of such repair, maintenance and restoration work as may be necessary to maintain said well in first class working order. During the term of this Lease, Landlord shall have the right to pump said water from said well to meet the demands of the Landlord as the same is determined by the Landlord in its sole discretion, paying to Tenant its actual out-of-pocket expense incurred by virtue of the Landlord's use of said well. Landlord reserves to itself, in its discretion, the right to enter upon the demised Premises and construct such other and further wells and related facilities, including storage facilities, pumps and transmission lines, and underground or overhead electric power systems, as the Landlord determines proper. Landlord retains the sole and exclusive right to sell water from the existing or future wells, to the extent there is water in excess of the Landlord's needs. Tenant may operate said wells to provide water solely for the use on the demised Premises for irrigation and domestic purposes, and for no other purposes.

21.1 Any other rights described in this Section notwithstanding, Tenant shall have the first right and priority to properly irrigate the golf course from water produced from the water well on the premises and Tenant's right to this water shall be at no cost, except for charges associated with the maintenance of the well and pumps and the use of electricity in running the well and pumps.



*OC*

22. DAMAGES

Tenant assumes the risk of damage to its property, including leasehold hereby created resulting from any condition of the demised Premises including the fact the demised Premises are subject to inundation damage. Any loss or injury or damage suffered by Tenant as a result of the foregoing described conditions, including an inundation, or flood or storm damage, or damage from flowing of surface waters shall be at the sole risk and loss of Tenant. By executing this Lease, Tenant forever releases Landlord from any liability for damage due to any loss enumerated in this Lease; and waives any claim it may have against Landlord under the Constitution of the State of California and the United States of America for a taking or damaging of its property, commonly known as an inverse condemnation.

23. RESERVATION OF RIGHT OF RE-ENTRY

Landlord reserves the right to re-enter upon the real property described in Exhibit "C" hereto for the purpose of constructing and operating thereon a restaurant facility. If Landlord elects so to act, then Landlord shall give Tenant notice of its election and shall within 30 days thereof meet with Tenant and negotiate in good faith, with Tenant, the terms and conditions of constructing and operating said restaurant facility, so as to minimize interference with Tenant's rights under this Lease. Landlord shall not do anything pursuant to this Section which will materially interfere with Tenant's rights hereunder, or materially diminish Tenant's income hereunder. In exercising the rights reserved hereunder, Landlord and Tenant covenant to deal with each other in utmost good faith, so that the purposes of this Lease be achieved, and the Landlord's rights reserved hereunder be exercised to the benefit of the taxpayers of National City.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

CITY OF NATIONAL CITY

AMERICAN GOLF CORPORATION

By

[Redacted signature]

By

[Redacted signature]

ATTEST:

By

[Redacted signature]

19

By

[Redacted signature]

*de*

FEET; THENCE SOUTH 73°00'00" WEST, 40.00 FEET; THENCE NORTH 58°30'00" WEST, 139.61 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF "N" AVENUE; THENCE SOUTH 19°00'00" EAST, ALONG THE EASTERLY LINE OF SAID "N" AVENUE, 227.69 FEET TO A POINT WHICH LIES 66.92 FEET FROM THE CENTERLINE OF 28TH STREET PRODUCED EASTERLY; THENCE NORTH 71°00'00" EAST, 125.00 FEET; THENCE SOUTH 19°00'00" EAST, 144.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 2, OF JERAULD'S SUBDIVISION, ACCORDING TO MAP THEREOF NUMBER 1034 ON FILE IN THE OFFICE OF THE COUNTY RECORDER; THENCE SOUTH 71°00'00" WEST, ALONG SAID LAST DESCRIBED EASTERLY PROLONGATION, 55.54 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT 2 OF JERAULD'S SUBDIVISION; THENCE SOUTH 34°19'06" EAST, ALONG THE EASTERLY LINE OF SAID LOT 2 OF JERAULD'S SUBDIVISION, 77.45 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2 OF JERAULD'S SUBDIVISION; THENCE NORTH 71°00'00" EAST, 35.00 FEET; THENCE SOUTH 19°00'00" EAST, 74.67 FEET (RECORD 75 FEET); THENCE SOUTH 71°00'00" WEST, 14.45 FEET TO A POINT ON THE EASTERLY LINE OF SAID JERAULD'S SUBDIVISION; THENCE SOUTH 34°23'06" EAST, ALONG THE EASTERLY LINE OF SAID JERAULD'S SUBDIVISION AND THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID JERAULD'S SUBDIVISION 286.52 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE VACATED ALLEY ADJOINING LOTS 9, 10, 11, 12 AND 13 OF SAID JERAULD'S SUBDIVISION; THENCE SOUTH 71°00'00" WEST, ALONG THE CENTER LINE OF SAID VACATED ALLEY, 86.91 FEET (RECORD 85.64 FEET) TO A POINT OF INTERSECTION OF SAID ALLEY CENTERLINE AND THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 12 OF SAID JERAULD'S SUBDIVISION; THENCE SOUTH 19°00'00" EAST, ALONG SAID NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 12, 7.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 12; THENCE CONTINUING SOUTH 19°00'00" EAST, ALONG THE WESTERLY LINE OF SAID LOT 12, 112.11 FEET MORE OR LESS TO A POINT ON A LINE LYING PARALLEL WITH AND 43 FEET NORTHERLY OF THE CENTERLINE OF ROAD SURVEY 778-2; THENCE NORTH 71°00'00" EAST (NORTH 72°07'13" EAST PER ROAD SURVEY 778-2), 39.98 FEET TO THE BEGINNING OF A TANGENT 1043 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (BEING STATION 48 + 21.61 B.C. PER ROAD SURVEY 778-2); THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°18'01" A DISTANCE OF 114.69 FEET; THENCE TANGENT TO SAID CURVE, NORTH 77°18'01" EAST, 143.29 FEET MORE OR LESS TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 240.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID QUARTER SECTION 134; THENCE NORTH 19°00'00" WEST, ALONG SAID LAST DESCRIBED PARALLEL LINE, 79.40 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 125 FEET NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF SWEETWATER ROAD AS SHOWN ON ROAD SURVEY 1323; THENCE NORTH 82°30'43" EAST ALONG SAID LINE WHICH IS PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SWEETWATER ROAD AS SHOWN ON ROAD SURVEY 1323, A DISTANCE OF 159.08 FEET TO THE BEGINNING OF A NONTANGENT CURVE, CONCAVE EASTERLY, A RADIAL LINE BEARS NORTH 81°42'46" EAST; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°19'15", A DISTANCE OF 169.53 FEET TO A POINT ON THE EASTERLY LINE OF SAID QUARTER SECTION 134, A RADIAL LINE BEARS SOUTH 62°57'59" EAST; THENCE NORTH 19°00'00" WEST, ALONG THE EASTERLY LINE OF SAID QUARTER SECTION 134, 449.84 FEET TO THE SOUTHEAST CORNER OF 40 ACRE LOT 1 OF SAID QUARTER SECTION 134; THENCE

SOUTH 71°00'00" WEST, ALONG THE SOUTHERLY LINE OF THE NORTH HALF OF SAID QUARTER SECTION 134, 120.00 FEET; THENCE NORTH 19°00'00" WEST, ALONG A LINE WHICH IS PARALLEL WITH THE EASTERLY LINE OF SAID QUARTER SECTION 134, 190.00 FEET; THENCE NORTH 71°00'00" EAST, ALONG A LINE WHICH IS PARALLEL WITH THE SOUTHERLY LINE OF SAID NORTHERLY HALF OF SAID QUARTER SECTION 134, A DISTANCE OF 120.00 FEET MORE OR LESS TO THE MOST NORTHWESTERLY CORNER OF THAT PORTION OF LAND CONVEYED TO SUSAN A. OLIVER BY GRANT DEED AS RECORDED IN SAN DIEGO COUNTY RECORDER'S OFFICE ON OCTOBER 20, 1947 IN BOOK 2519 ON PAGE 149; THENCE NORTH 19°00'00" WEST, ALONG THE EASTERLY LINE OF SAID QUARTER SECTION 134, 234.07 FEET MORE OR LESS TO THE MOST SOUTHWESTERLY CORNER OF THAT PORTION OF LAND CONVEYED TO THE CITY OF NATIONAL CITY BY CORPORATION GRANT DEED AS RECORDED IN SAN DIEGO COUNTY RECORDER'S OFFICE ON OCTOBER 21, 1958 IN BOOK 7318 ON PAGE 76, BEING ALSO A POINT LYING 900.00 FEET SOUTHERLY OF THE NORTHWESTERLY CORNER OF THE NORTHWESTERLY QUARTER OF QUARTER SECTION 127; THENCE NORTH 44°26'06" EAST, 670.82 FEET; THENCE NORTH 19°00'00" WEST, 600.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID QUARTER SECTION 127, SAID POINT BEING 600.00 FEET EASTERLY OF THE NORTHWESTERLY CORNER OF SAID QUARTER SECTION 127; THENCE SOUTH 71°00'00" WEST, ALONG THE SOUTHERLY LINE OF SAID QUARTER SECTION 128, 69.75 FEET; THENCE NORTH 18°33'33" WEST, ALONG A LINE WHICH IS PARALLEL WITH THE WESTERLY LINE OF 80 ACRE LOT 2 OF SAID QUARTER SECTION 128, 165.00 FEET; THENCE NORTH 56°33'33" WEST, 163.00 FEET TO THE BEGINNING OF A NONTANGENT NORTH 57°13'18" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°37'40", A DISTANCE OF 374.07 FEET; THENCE TANGENT TO SAID CURVE, NORTH 14°50'58" EAST, 89.06 FEET; THENCE NORTH 29°09'02" WEST, 207.00 FEET; THENCE NORTH 12°39'02" WEST, 265.00 FEET; THENCE NORTH 67°20'58" EAST, 134.00 FEET; THENCE NORTH 18°39'02" WEST, 118.00 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY LINE OF 80 ACRE LOT 1, QUARTER SECTION 128; THENCE CONTINUING NORTH 18°39'02" WEST, ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF THE WEST HALF OF 80 ACRE LOT 1 OF SAID QUARTER SECTION 128, 621.67 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

(CONTAINING 42.835 ACRES).

72459A

7/2/85

32-4

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 2nd day of July, 1985, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD", and American Golf Corporation, a corporation, hereinafter referred to as "TENANT".

RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course".

B. LANDLORD and TENANT desire to amend Paragraph 3.A of said Agreement entitled, "Construction Period".

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 3.A, "Construction Period", of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended as follows:

3.A CONSTRUCTION PERIOD.

Landlord and Tenant both acknowledge that there will be a Construction Period that will begin immediately after the execution of this Lease and end on August 31, 1985. During the Construction Period, it will not be possible for golfers to make use of the golf course and

the driving range or facilities appurtenant thereto. The term of this Lease and the Tenant's obligation to pay annual rent will not commence until the end of the Construction Period, that being the date when the golf course reopens for play. During the Construction Period, Tenant and its agents will have the right to go onto the leased property to make all necessary capital improvements.

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

CITY OF NATIONAL CITY

BY \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

BY \_\_\_\_\_

AMERICAN GOLF CORPORATION

BY \_\_\_\_\_

BY \_\_\_\_\_

PARCEL SUBJECT TO RIGHT OF RE-ENTRY

THAT PORTION OF THE EAST HALF OF 40 ACRE LOT 2 IN QUARTER SECTION 134 OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON MAY 11, 1869 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SWEETWATER ROAD, SAID POINT BEING 40.00 FEET WESTERLY FROM THE INTERSECTION OF SAID NORTHERLY LINE WITH THE EASTERLY LINE OF SAID QUARTER SECTION 134 AND BEING THE SOUTHWEST CORNER OF LAND DESCRIBED IN DEED TO THE CITY OF NATIONAL CITY RECORDED FEBRUARY 24, 1949 IN BOOK 3120 PAGE 329 OF OFFICIAL RECORDS; THENCE NORTHERLY AND PARALLEL WITH SAID EASTERLY LINE OF SAID QUARTER SECTION 134 A DISTANCE OF 125.00 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTHERLY LINE OF SWEETWATER ROAD A DISTANCE OF 200.00 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID QUARTER SECTION 134 A DISTANCE OF 125.00 FEET TO THE NORTHERLY LINE OF SWEETWATER ROAD; THENCE EASTERLY ALONG SAID NORTHERLY LINE A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION AS DEEDED TO THE COUNTY OF SAN DIEGO BY DOCUMENT DATED MAY 13, 1972 RECORDED JULY 5, 1972 AS FILE NO. 173027 (KNOWN AS PARCEL NO. 69325) AND DESCRIBED AS FOLLOWS:

FEE TITLE IN AND TO THAT PORTION OF THE EAST HALF OF 40 ACRE LOT 2 IN QUARTER SECTION OF 134 OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED IN DEED TO AUSTIN J. OLIVER RECORDED AUGUST 4, 1965 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AS FILE NO. 139746 OF THE OFFICIAL RECORDS, LYING SOUTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF LAND DESCRIBED IN SAID DEED; THENCE ALONG THE WEST LINE THEREOF NORTH 17°41'13" WEST 38.94 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE NORTH 78°25'14" EAST 125.43 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" IN A NORTHEASTERLY, EASTERLY AND NORTHWESTERLY DIRECTION A DISTANCE OF 31.42 FEET; THENCE TANGENT TO SAID CURVE NORTH 11°34'46" WEST 10.80 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 275 FEET; THENCE ALONG SAID CURVE TO A POINT IN THE NORTHERLY LINE OF SAID LAND, A DISTANCE OF 49.19 (RECORD 47.02) FEET THROUGH A CENTRAL ANGLE OF 10°14'56" (RECORD 09°47'52"). (CONTAINING 12,383.31 SQUARE FEET).

EXHIBIT "C"

(23. Reservation of right to re-entry)

to LEASE AND OPERATING AGREEMENT for LAS PALMAS MUNICIPAL GOLF COURSE between THE CITY OF NATIONAL CITY and AMERICAN GOLF CORPORATION

## Exhibit C - MINIMUM MAINTENANCE STANDARDS

### 1. Greens, Practice Putting Greens & Nurseries

- A. Mowing - At lease five days per week at a height of 1/8" - 1/4" during the growing season.
- B. Change cup locations on all greens and practice putting greens at least five times weekly during the active season and at least three times weekly in the off-season. Cup location will be moved at least twenty feet from the previous placement.
- C. Repair ballmarks, divots, or any other damaged turf on all greens and practice greens at least three times per week.
- D. Aerify all greens, practice putting greens and nurseries three times per year during the growing season. This will be done with "Ryan Green Aire" or approved substitute which places holes on two inch centers and two inches deep.
- E. Topdress all greens, practice putting greens and nurseries after aerification and additionally as needed to maintain a smooth putting surface. Topdressing material will be sand or a mix similar to that used to construct the greens.
- F. Light vertical mowing of all greens, practice putting greens and nurseries shall be performed as appropriate to control mat and thatch build up and Poa Anua seed production. Dethatching should be performed prior to any overseeding.

Note: Where bermudagrass greens are maintained, they shall be overseeded annually, in the fall of the year, approximately 2 to 3 weeks before the first annual freeze, using a blend of perennial rye, Poa Trivilas and or fine fescues - at a rate of not less than 30 lbs. per 1,000 sq.ft.

The putting surface shall be prepared for overseeding by aerifying no sooner than 30 days before overseeding, lightly verticutting weekly starting three to four weeks prior, and treating for fungus each week for three weeks prior to overseeding.

*de*

Overseeding shall be topdressed 1/8" with material similar to green construction material or using sand and/or sand compost mixture. A starter fertilizer shall be applied prior to seeding. Green shall be irrigated sufficient to remain moist but not soaked until all germinated seed has rooted.

During germination period, cup shall be changed frequently. First mowing shall be at 5/16" reducing to normal cutting heights gradually.

A preventative program of fungicide applications shall be maintained starting two days after over-seeding.

- G. Spiking of all greens and practice greens shall be performed as needed between aerifications to maintain water infiltration.
- H. Fertilization - All greens, practice greens, and nurseries shall be fertilized with nitrogen phosphorous, potash, and other elements as needed to maintain color, growth and turgidity of the turf, without allowing excessive or excessively succulent growth.
- I. Fungicide - All greens, practice greens and nurseries shall have appropriate fungicide applications to prevent and/or control fungal disease activity.
- J. Pre-emergent chemicals such as Balan, Dacthal, etc., shall be used in the appropriate amounts and appropriate times to prevent intrusion into the greens of weeds difficult to eradicate such as poa anua, goosegrass, crabgrass, etc.
- K. Weed Control - All greens, practice greens and nurseries shall be maintained free of foreign grasses and weeds.
- L. Insecticide - All greens, practice greens and nurseries shall be treated on a preventive and/or curative basis as necessary.

2. Tees - All Areas Used For Tee Surface

- A. Mowing - All tees shall be mowed at a height of 1/2" three times per week.
- B. Topdressing - All tees shall be topdressed weekly to fill divots, and level tee surface. Topdressing material shall be washed sand.

- C. Seeding - All tee areas shall be overseeded at a rate of not less than 8 lbs./1,000 sq.ft. from November to April. Seed used shall be a suitable mixture.
- D. Set-up - Tee markers and all tee equipment shall be moved daily for proper teeing and wearing of turf.
- E. Weed Control - Tees shall be kept weed free to an extent of at least 90% of the area by the proper application of herbicides.
- F. Vertical Mowing - All tees shall be vertically mowed as necessary to control mat or thatch build up.
- G. Aerification - All tees shall be aerified every two months. (March through November)
- H. Fertilization - All greens, practice greens, and nurseries shall be fertilized with nitrogen phosphorous, potash, and other elements as needed to maintain color, growth and turgidity of the turf, without allowing excessive or excessively succulent growth.

3. Fairways - All Areas Of Play Except Greens, Tees and Natural Growth Areas.

- A. Mowing - All fairways shall be mowed twice a week at a height of 1/2" during the growing season and as needed for the balance of the year. Contour mowing as specified by the architect in the original plans shall be maintained.
- B. Aerification - All fairways shall be aerified a minimum of two times per year. Once in the spring and once in the summer. Aerification holes shall not exceed a spacing of eight inches on center or be of a diameter of less than 1/2".
- C. Fertilization - All fairways shall be fertilized twice annually. Fertilizer formulations will be made after analysis of soil and approval of the City.
- D. Vertical Mowing - All fairways will be vertically mowed as necessary to control mat or thatch build up.
- E. Weed Control - Fairways shall be kept weed free to an extent of at least 90% of the area by the proper application of herbicides.

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4. Planters - All Areas Planted With Ornamental Plants, Not Intended for Golf Play and Having a Definable Border.

- A. Clean-up - All planters shall be maintained free of trash and debris such as paper, drinking cans, bottles fallen limbs and leaves.
- B. Weed Control - All planters shall be maintained free of weeds or grass whether by mechanical or chemical means.
- C. Trimming - The plant material (trees, shrubbery and ground covering) in planters shall be trimmed for protection from wind, insect damage, and for appearance.

5. Trees - All Trees Within the Property Lines of the Golf Course

- A. Stake - All trees shall be staked as necessary to protect and establish sufficient size to stand unassisted..
- B. Pruning - All trees shall be pruned for protection from wind and pests as well as for appearance. Proper pruning techniques shall be approved by the City.
- C. Irrigation - All trees shall be watered to provide adequate moisture for proper growth.
- D. Mowing - Large area mowers shall not be used within one foot of the trunk.
- E. Removal and Replacement - All damaged Trees, for whatever cause, shall be removed and replaced within fourteen days. Replacement will be with the same type tree as was damaged and if possible the same size.

6. Irrigation - All Equipment Required to Irrigate All Areas of the Golf Course

- A. Repair or replace all heads, valve controllers, wiring, and pipe as needed to maintain the proper operation of the entire golf course irrigation system (including greens, tees, fairways, planters, flower beds, etc.) on an on-going basis.

- B. The golf course shall be irrigated as necessary to support proper growth of the golf turf.

7. Fences - All Fence Blocks, Chain Link, or Barbed Wire on or Within the Boundaries of the Golf Course

- A. Repair all broken or damaged fencing on a monthly basis.
- B. Repair or replace all fences, gates, and locking devices needed for the protection of the golf course or equipment immediately.

8. Clubhouse and Buildings - All Buildings Within the Boundaries of the Golf Course

- A. Restrooms - All restrooms shall be maintained daily in a manner so as to provide a clean and sanitary facility for public use as well as employees of the course. Soap, towels, toilet paper ... shall be provided in adequate quantity at all times.
- B. Kitchen - Repair and maintain all hardware and equipment necessary for the operation of the kitchen and snack shop.
- C. Lobby and Patios - All lobbies and patios shall be vacuumed, dusted and swept daily.
- D. General Maintenance - Maintain and repair all structural areas and fixtures of all buildings as needed to insure proper function and appearance including, but not limited to:
  - 1. Air conditioning units, power tools, appliances, hardware, building structures and fixtures.
  - 2. Painting, carpentry, plumbing and electrical repairs.
  - 3. Porches, walks, parking areas, delivery areas and entries.
- E. Cart Paths - Maintain all cart paths in a smooth condition and repair promptly as needed.

9. Edgeing - All edges of sidewalks, patios and cart paths must be kept edged. Edgeing of valve boxes, meter boxes, backflow preventers, etc. shall be done as needed to insure that there is no obstruction of play from growth around these items.

10. Sand Traps - All sand traps shall be edged as necessary to maintain a neat lip, raked daily and filled with fresh sand as needed to maintain a 4" depth on slopes and in the bottom. Replacement sand will be of a dust-free type, silica sand if possible.
11. Color Areas - Various planting areas throughout course shall be regularly cultivated, weeded and pruned on a regular basis with at least two replanting programs for annuals scheduled each year.
12. Construction and Remodeling - Any change in the physical characteristics of any area of the golf course such as addition or removal of sand traps, addition or removal of any hazards (water, trees or native vegetation), regrading involving movement of soil exceeding 20 cubic yards in any single area, or the modification of any portion of the golf course or the buildings will be undertaken after consulting with the lessor.
13. Crews - A full maintenance crew shall be on duty at the course daily under the supervision of an on duty superintendent. (A qualified golf course superintendent is defined as an individual with a degree from a two or a four year college or university accredited in agronomy)
14. Provide rodent control.
15. Trash and debris removal will be at management firm's expense. Management firm will take special care to insure minimal problems from refuse odors, insects, etc. Trash recepticals shall be conveniently stationed on tees and at clubhouse and emptied daily.
16. Other - All lakes and bridges will be maintained in a safe and sanitary manner and in good appearance. Rough mowed in all unimproved areas as needed, fairways, rough and fence lines sprayed for weed control, and soil tested with adequate analysis at least once per year.

NOTE: THESE SPECIFICATIONS ARE MEANT TO INDICATE MINIMUM PRACTICES NECESSARY FOR THE PROPER MAINTENANCE OF THE GOLF COURSE IN CONDITIONS SPECIFIED EARLIER, BUT NOTHING IN THESE SPECIFICATIONS SHALL BE INTERPRETED TO LIMIT THE RESPONSIBILITY OF THE MANAGEMENT FIRM.

Exhibit C - MINIMUM MAINTENANCE STANDARDS

1. Greens, Practice Putting Greens & Nurseries

- A. Mowing - At lease five days per week at a height of 1/8" - 1/4" during the growing season.
- B. Change cup locations on all greens and practice putting greens at least five times weekly during the active season and at least three times weekly in the off-season. Cup location will be moved at least twenty feet from the previous placement.
- C. Repair ballmarks, divots, or any other damaged turf on all greens and practice greens at least three times per week.
- D. Aerify all greens, practice putting greens and nurseries three times per year during the growing season. This will be done with "Ryan Green Aire" or approved substitute which places holes on two inch centers and two inches deep.
- E. Topdress all greens, practice putting greens and nurseries after aerification and additionally as needed to maintain a smooth putting surface. Topdressing material will be sand or a mix similar to that used to construct the greens.
- F. Light vertical mowing of all greens, practice putting greens and nurseries shall be performed as appropriate to control mat and thatch build up and Poa Anua seed production. Dethatching should be performed prior to any overseeding.

Note: Where bermudagrass greens are maintained, they shall be overseeded annually, in the fall of the year, approximately 2 to 3 weeks before the first annual freeze, using a blend of perennial rye, Poa Trivilas and or fine fescues - at a rate of not less than 30 lbs. per 1,000 sq.ft.

The putting surface shall be prepared for overseeding by aerifying no sooner than 30 days before overseeding, lightly verticutting weekly starting three to four weeks prior, and treating for fungus each week for three weeks prior to overseeding.

Overseeding shall be topdressed 1/8" with material similar to green construction material or using sand and/or sand compost mixture. A starter fertilizer shall be applied prior to seeding. Green shall be irrigated sufficient to remain moist but not soaked until all germinated seed has rooted.

During germination period, cup shall be changed frequently. First mowing shall be at 5/16" reducing to normal cutting heights gradually.

A preventative program of fungicide applications shall be maintained starting two days after over-seeding.

- G. Spiking of all greens and practice greens shall be performed as needed between aerifications to maintain water infiltration.
- H. Fertilization - All greens, practice greens, and nurseries shall be fertilized with nitrogen phosphorous, potash, and other elements as needed to maintain color, growth and turgidity of the turf, without allowing excessive or excessively succulent growth.
- I. Fungicide - All greens, practice greens and nurseries shall have appropriate fungicide applications to prevent and/or control fungal disease activity.
- J. Pre-emergent chemicals such as Balan, Dacthal, etc., shall be used in the appropriate amounts and appropriate times to prevent intrusion into the greens of weeds difficult to eradicate such as poa anua, goosegrass, crabgrass, etc.
- K. Weed Control - All greens, practice greens and nurseries shall be maintained free of foreign grasses and weeds.
- L. Insecticide - All greens, practice greens and nurseries shall be treated on a preventive and/or curative basis as necessary.

2. Tees - All Areas Used For Tee Surface

- A. Mowing - All tees shall be mowed at a height of 1/2" three times per week.
- B. Topdressing - All tees shall be topdressed weekly to fill divots, and level tee surface. Topdressing material shall be washed sand.

*ofc*

- C. Seeding - All tee areas shall be overseeded at a rate of not less than 8 lbs./1,000 sq.ft. from November to April Seed used shall be a suitable mixture.
- D. Set-up - Tee markers and all tee equipment shall be moved daily for proper teeing and wearing of turf.
- E. Weed Control - Tees shall be kept weed free to an extent of at least 90% of the area by the proper application of herbicides.
- F. Vertical Mowing - All tees shall be vertically mowed as necessary to control mat or thatch build up.
- G. Aerification - All tees shall be aerified every two months. (March through November)
- H. Fertilization - All greens, practice greens, and nurseries shall be fertilized with nitrogen phosphorous, potash, and other elements as needed to maintain color, growth and turgidity of the turf, without allowing excessive or excessively succulent growth.

3. Fairways - All Areas Of Play Except Greens, Tees and Natural Growth Areas.

- A. Mowing - All fairways shall be mowed twice a week at a height of 1/2" during the growing season and as needed for the balance of the year. Contour mowing as specified by the architect in the original plans shall be maintained.
- B. Aerification - All fairways shall be aerified a minimum of two times per year. Once in the spring and once in the summer. Aerification holes shall not exceed a spacing of eight inches on center or be of a diameter of less than 1/2".
- C. Fertilization - All fairways shall be fertilized twice annually. Fertilizer formulations will be made after analysis of soil and approval of the City.
- D. Vertical Mowing - All fairways will be vertically mowed as necessary to control mat or thatch build up.
- E. Weed Control - Fairways shall be kept weed free to an extent of at least 90% of the area by the proper application of herbicides.

4. Planters - All Areas Planted With Ornamental Plants, Not Intended for Golf Play and Having a Definable Border.

- A. Clean-up - All planters shall be maintained free of trash and debris such as paper, drinking cans, bottles fallen limbs and leaves.
- B. Weed Control - All planters shall be maintained free of weeds or grass whether by mechanical or chemical means.
- C. Trimming - The plant material (trees, shrubbery and ground covering) in planters shall be trimmed for protection from wind, insect damage, and for appearance.

5. Trees - All Trees Within the Property Lines of the Golf Course

- A. Stake - All trees shall be staked as necessary to protect and establish sufficient size to stand unassisted..
- B. Pruning - All trees shall be pruned for protection from wind and pests as well as for appearance. Proper pruning techniques shall be approved by the City.
- C. Irrigation - All trees shall be watered to provide adequate moisture for proper growth.
- D. Mowing - Large area mowers shall not be used within one foot of the trunk.
- E. Removal and Replacement - All damaged Trees, for whatever cause, shall be removed and replaced within fourteen days. Replacement will be with the same type tree as was damaged and if possible the same size.

6. Irrigation - All Equipment Required to Irrigate All Areas of the Golf Course

- A. Repair or replace all heads, valve controllers, wiring, and pipe as needed to maintain the proper operation of the entire golf course irrigation system (including greens, tees, fairways, planters, flower beds, etc.) on an on-going basis.

*Ofc*

- B. The golf course shall be irrigated as necessary to support proper growth of the golf turf.

7. Fences - All Fence Blocks, Chain Link, or Barbed Wire on or Within the Boundaries of the Golf Course

- A. Repair all broken or damaged fencing on a monthly basis.
- B. Repair or replace all fences, gates, and locking devices needed for the protection of the golf course or equipment immediately.

8. Clubhouse and Buildings - All Buildings Within the Boundaries of the Golf Course

- A. Restrooms - All restrooms shall be maintained daily in a manner so as to provide a clean and sanitary facility for public use as well as employees of the course. Soap, towels, toilet paper ... shall be provided in adequate quantity at all times.
- B. Kitchen - Repair and maintain all hardware and equipment necessary for the operation of the kitchen and snack shop.
- C. Lobby and Patios - All lobbies and patios shall be vacuumed, dusted and swept daily.
- D. General Maintenance - Maintain and repair all structural areas and fixtures of all buildings as needed to insure proper function and appearance including, but not limited to:
  - 1. Air conditioning units, power tools, appliances, hardware, building structures and fixtures.
  - 2. Painting, carpentry, plumbing and electrical repairs.
  - 3. Porches, walks, parking areas, delivery areas and entries.
- E. Cart Paths - Maintain all cart paths in a smooth condition and repair promptly as needed.

9. Edgeing - All edges of sidewalks, patios and cart paths must be kept edged. Edgeing of valve boxes, meter boxes, backflow preventers, etc. shall be done as needed to insure that there is no obstruction of play from growth around these items.

*OK*

10. Sand Traps - All sand traps shall be edged as necessary to maintain a neat lip, raked daily and filled with fresh sand as needed to maintain a 4" depth on slopes and in the bottom. Replacement sand will be of a dust-free type, silica sand if possible.
11. Color Areas - Various planting areas throughout course shall be regularly cultivated, weeded and pruned on a regular basis with at least two replanting programs for annuals scheduled each year.
12. Construction and Remodeling - Any change in the physical characteristics of any area of the golf course such as addition or removal of sand traps, addition or removal of any hazards (water, trees or native vegetation), regrading involving movement of soil exceeding 20 cubic yards in any single area, or the modification of any portion of the golf course or the buildings will be undertaken after consulting with the lessor.
13. Crews - A full maintenance crew shall be on duty at the course daily under the supervision of an on duty superintendent. (A qualified golf course superintendent is defined as an individual with a degree from a two or a four year college or university accredited in agronomy)
14. Provide rodent control.
15. Trash and debris removal will be at management firm's expense. Management firm will take special care to insure minimal problems from refuse odors, insects, etc. Trash recepticals shall be conveniently stationed on tees and at clubhouse and emptied daily.
16. Other - All lakes and bridges will be maintained in a safe and sanitary manner and in good appearance. Rough mowed in all unimproved areas as needed, fairways, rough and fence lines sprayed for weed control, and soil tested with adequate analysis at least once per year.

NOTE: THESE SPECIFICATIONS ARE MEANT TO INDICATE MINIMUM PRACTICES NECESSARY FOR THE PROPER MAINTENANCE OF THE GOLF COURSE IN CONDITIONS SPECIFIED EARLIER, BUT NOTHING IN THESE SPECIFICATIONS SHALL BE INTERPRETED TO LIMIT THE RESPONSIBILITY OF THE MANAGEMENT FIRM.

*Ac*

073580

4/8/86

073580-017  
32-4

RESOLUTION NO. 14,902

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING AN AMENDMENT TO THE LEASE AND OPERATING AGREEMENT FOR THE LAS PALMAS MUNICIPAL GOLF COURSE

BE IT RESOLVED by the City Council of the City of National City that the Mayor is authorized to sign an amendment to the Lease and Operating Agreement for the Las Palmas Municipal Golf Course to increase green fees. Said amendment is attached hereto as Exhibit "A" and incorporated herein by reference.

PASSED and ADOPTED this 8th day of April, 1986.

Kile Morgan, Mayor

ATTEST:

IONE CAMPBELL  
Ione  
BY:

APPROVED AS TO FORM:  
  
George H. Eiser, III-City Attorney

ADOPTION OF RESOLUTIONS

CONSENT RESOLUTIONS (Resolutions Nos. 14,899 through 14,907)  
Moved by VanDeventer, seconded by Waters, they be accepted by title only. Carried by unanimous vote. Councilman Cooper requested Resolutions Nos. 14,900, 14,903 and 14,905 be considered separately. Vice Mayor VanDeventer said he would abstain on Resolution No. 14,906. Mayor Morgan said Council could consider Resolution No. 14,906 separately also. Moved by Cooper, seconded by VanDeventer, the other Resolutions (except 14,900, 14,903, 14,905 and 14,906) be approved. Carried by unanimous vote.

Resolution No. 14,902, "RESOLUTION AUTHORIZING AN AMENDMENT TO THE LEASE AND OPERATING AGREEMENT FOR THE LAS PALMAS MUNICIPAL GOLF COURSE." See above.

67A-8  
4/8/86

32-4

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 8TH day of APRIL, 1986, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD", and American Golf Corporation, a corporation, hereinafter referred to as "TENANT".

RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On ~~May~~<sup>April</sup> 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course", and said Agreement was subsequently amended on July 2, 1985.

B. LANDLORD and TENANT desire to amend Paragraph 10.2 of said Agreement pertaining to green fees and cart fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2 of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended to read as follows:

10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

Tenant and Landlord agree that green fees and cart fees will be as follows:

<u>Green Fees</u>	<u>9 Holes</u>	<u>18 Holes</u>
Weekdays	\$ 4.00	\$ 6.00
Seniors & Juniors (Weekdays)	3.50	5.00
Seniors & Juniors (Weekends)	5.00 after 12 noon	9.00
Weekends	5.00	9.00
Seniors & Juniors mo. ticket Plus \$1.00 for each 9 holes played.	15.00 weekdays & weekends afternoon.	

For purposes of this Section, "seniors" shall mean all persons 60 years old or older, and "juniors" shall mean all persons 16 years old or younger.

Carts	6.00	11.00
-------	------	-------

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated <sup>April</sup> ~~May~~ 3, 1984, and as subsequently amended on July 2, 1985, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

CITY OF NATIONAL CITY

  
Kile Morgan, Mayor


ATTEST:

IONE CAMPBELL

Ione Campbell, City Clerk

BY: 

APPROVED AS TO FORM:

  
George H. Eiser, III-City Attorney

AMERICAN GOLF CORPORATION

BY 

BY \_\_\_\_\_


Passed and adopted by the Council of the City of National City, California,  
on ..... April 8, 1986 ..... by the following vote, to-wit:

Ayes: Councilmen ... Cooper, Dalla, VanDeventer, Waters, Morgan.  
Nays: Councilmen ... None .....  
Absent: Councilmen ... None .....  
Abstain: Councilmen ... None .....

AUTHENTICATED BY: KILE MORGAN  
Mayor of the City of National City, California

Ione Campbell  
City Clerk of the City of National City, California

(Seal)

By:  Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 14,902 of the City of National City, Calif., passed and adopted by the Council of said City on April 8, 1986

(Seal)

Ione Campbell  
City Clerk of the City of National City, California

By: ..... Deputy



AMERICAN GOLF CORPORATION

National City Municipal  
Golf Course  
National City, CA 92050

RECEIVED

MAR 21 1986

CITY MANAGER  
NATIONAL CITY

March 21, 1986

Mr. Tom McCabe  
City Manager  
1243 National City Blvd.  
National City, CA 92050


Dear Mr. McCabe:

Please find enclosed a schedule of proposed green fees for National City Golf Course and rate comparisons of comparable golf courses in San Diego. We are submitting these in accordance with Section 10.4 of our lease.

It is our desire to put the new prices into effect as soon as possible. Please inform me of the date and time this proposal will be on the agenda for City Council consideration.

Thank you.

Sincerely,

  
William H. Reidelberger  
General Manager

WH/ch



City of National City  
Parks & Recreation Department

140 E. 12th St., National City, CA 92050-3312  
Phone: (619) 477-1181

March 28, 1986

TO: GERRY BOLINT, ASSISTANT CITY MANAGER  
FROM: JIM RUIZ, PARKS & RECREATION DIRECTOR  
SUBJECT: GOLF COURSE FEES

After reviewing the proposed increase, I spoke with Bill Reidelberger, the General Manager of the golf course.

The primary purpose of the fee increase is to become more competitive with other golf courses in the County and to generate more revenue. According to Mr. Reidelberger, they have not broke even during any of the months they have been open.

They also are planning to continue course improvements such as enlarging tee areas, cart paths and installing benches.

Prices for cart rentals and range balls will remain the same.

After reviewing comparable rates, their fee adjustment appears to be reasonable.

JR/lh

City of National City, California  
**COUNCIL AGENDA STATEMENT**

**MEETING DATE** April 8, 1986

**AGENDA ITEM NO.** 9

**ITEM TITLE**

Resolution amending the lease agreement between the City and American Golf Corporation

**PREPARED BY** JIM RUIZ, DIRECTOR [REDACTED] **DEPARTMENT** PARKS & RECREATION

**EXPLANATION**

William Reidelberger of American Golf Corporation has requested an increase in green fees at the golf course (attached information).

In order to put fees into effect, City Council must approve the request and the lease agreement must be amended.

**Environmental Review** xx N/A

**Financial Statement**

**Account No.** \_\_\_\_\_

**STAFF RECOMMENDATION**

Recommend approval.

**BOARD/COMMISSION RECOMMENDATION**

-

**ATTACHMENTS (Listed Below)**

**Resolution No.** 14,902

3-21-86 ltr from American Golf Corporation.

From a memo sent to all senior International Telephone & Telegraph Co. managers during the early years of Geneen's memorable reign:

Effective immediately, I want every report to specifically, directly and bluntly state at the beginning a *summary of the unshakable facts*. The highest art of professional management requires the ability to smell a real fact from all others and, moreover, to have the intellectual curiosity, guts or plain impoliteness necessary to be sure that what you have is what we will call an unshakable fact.

Harold Geneen is chairman emeritus of International Telephone & Telegraph Co.

**NOTE: COUNCIL AGENDA STATEMENTS ARE DUE IN THE CITY MANAGER'S OFFICE  
BY 9 A.M. THURSDAY PRECEDING THE CITY COUNCIL MEETING.**



**City of National City  
Office of the City Manager**

1243 National City Blvd., National City, CA 92050-4397 (619) 336-4240  
Tom G. McCabe—City Manager

*City Clerk*

*910-03-00*

December 8, 1986

**TO :** Department Directors

**FROM :** Assistant City Manager [REDACTED]

**SUBJECT :** Las Palmas Golf Course Lease - Relocation of Corporate Headquarters

Attached for your information, files and future reference as necessary is a notification from American Golf Corporation regarding relocation of their corporate headquarters.

GJB:lk

Attachment

xc: Mayor and City Council  
City Manager  
Lease File - Las Palmas Golf Course

88  
RECEIVED

DEC 05 1986

CITY MANAGER  
NATIONAL C.



AMERICAN GOLF CORPORATION

1 December 1986

City of National City  
1243 National City Boulevard  
National City, California 92050-4397  
Attention: Tom McCabe, City Manager

Re: Las Palmas Golf Course Lease


Dear Mr. McCabe:

As is indicated in the enclosed announcement card, American Golf Corporation ("AGC") is moving its corporate headquarters, effective Monday, 8 December 1986. The purpose of this letter is to advise all of the company's lessors, major lenders, vendors and outside counsel of this change.

We are advised by the United States Postal Service that mail addressed to AGC's old address will be delivered to our new office for several months following our move. In addition, if you call AGC's old corporate telephone number, General Telephone Company will have a recording which will advise you of the new telephone number. We recommend, however, that you change your mailing lists and other records as soon as possible to:

American Golf Corporation  
1633 26th Street  
Santa Monica, California 90404-4024  
213-315-4200

Sincerely,

  
Stephen R. Hofer  
General Counsel and  
Secretary of the Corporation

SRH\dlb

Enclosure



AMERICAN GOLF CORPORATION

AMERICAN GOLF CORPORATION

*is pleased to announce  
the relocation of its  
corporate offices*

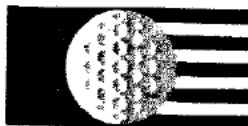
*to*

*1633-26th Street*

*Santa Monica, California 90404-4025*

*(213) 315-4200*

*December 8, 1986*



AMERICAN GOLF CORPORATION

National City Municipal  
Golf Course  
National City, CA 92050

RECEIVED

MAR 24 1987

CITY MANAGER  
NATIONAL CITY

March 18, 1987

Mr. Tom McCabe  
City Manager  
1243 National City Blvd.  
National City, CA 92050

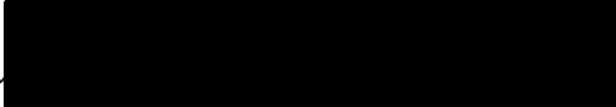
Dear Mr. McCabe:

Enclosed please find a schedule of proposed green fees for National City Golf Course. You will note they include a very modest increase in replay rates with no increase for cart rentals or driving range balls. This is submitted in accordance with section 10.4 of our lease.

It is our desire to put the the new prices into effect as soon as possible. Please inform me of the date and time this proposal will be on the agenda for City Council consideration.

Thank you.

Sincerely,

  
William H. Reidelberger  
General Manager

WH/sm



AMERICAN GOLF CORPORATION

\* 9 HOLES \*

LOCAL COMPARABLE PUBLIC COURSES - FEBRUARY 21, 1987

<u>COURSE</u>	<u>REG.</u>	<u>WEEKEND</u>
Balboa Park (9)	\$4.75 (Resident) <i>card same</i>	Same
	\$6.75 (Non Resident)	Same
Bonita	\$5.00	\$7.00
Chula Vista (18)	\$8.00	\$11.00
Mission Bay	\$3.75	\$4.25
River Valley	\$5.00	\$6.00

NATIONAL CITY GOLF COURSE (9 HOLES)

	<u>PRESENT</u>	<u>PROPOSED</u>	<u>INCREASE</u>
Weekday Reg.	\$4.00	\$4.00	None
Replay	\$2.00	\$2.50	\$ .50
Weekday Sr/Jr	\$3.50	\$3.50	None
Replay	\$1.50	\$2.00	\$ .50
Weekend Reg.	\$5.00	\$5.00	None
Replay	\$4.00	\$4.00	None
Weekend Sr/Jr(After 12:00)	\$4.00	\$4.00	None
Replay	\$2.50	\$3.00	\$ .50

00007  
702-32

RESOLUTION NO. 15,624

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN  
AMENDMENT TO AGREEMENT WITH AMERICAN GOLF CORPORATION

BE IT RESOLVED by the City Council of the City of  
National City that the Mayor is hereby authorized to execute  
an Amendment to Agreement between the City of National City  
and American Golf Corporation, a copy of which is attached  
hereto as Exhibit "A".

PASSED and ADOPTED this 24th day of May, 1988.

[Redacted Signature]

GEORGE H. WATERS, MAYOR

ATTEST.

[Redacted Signature]

IONE CAMPBELL, CITY CLERK

APPROVED AS TO FORM:

[Redacted Signature]

GEORGE H. EISER, III - CITY ATTORNEY

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 24th day of May, 1988, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD", and American Golf Corporation, a corporation, hereinafter referred to as "TENANT".

RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course", and said Agreement was subsequently amended on July 2, 1985, and April 8, 1986.

B. LANDLORD and TENANT desire to amend Paragraph 10.2 of said Agreement pertaining to green fees and cart fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2 of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended to read as follows:

10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

Tenant and landlord agree that green fees and cart fees will be as follows:

<u>Green Fees</u>	<u>9 Holes</u>	<u>Replay</u>
Weekdays	\$5.00	\$2.50
Seniors & Juniors (Weekdays)	4.00	2.00
Seniors & Juniors (Weekends)	5.00 after 12 noon	3.00
Weekends	6.00	4.00

For purposes of this section, "seniors" shall mean all persons 60 years old or older, and "juniors" shall mean all persons 16 years old or younger.

Carts	\$8.00	\$5.00
-------	--------	--------

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended on July 2, 1985, and April 8, 1986, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

[REDACTED]

George H. Waters, Mayor

ATTEST:

IONE CAMPBELL  
Ione Campbell, City Clerk

[REDACTED]

APPROVED AS TO FORM:

[REDACTED]

George H. Eiser, III - City Attorney

AMERICAN GOLF CORPORATION

BY [REDACTED]  
STEPHEN T. HARREN

BY [REDACTED]

Passed and adopted by the Council of the City of National City, California,  
on .....5-24-88..... by the following vote, to-wit:

Ayes: Councilmen Cooper, Dalla, Pruitt, VanDeventer, Waters

Nays: Councilmen None

Absent: Councilmen None

Abstain: Councilmen None

AUTHENTICATED BY: GEORGE H. WATERS  
Mayor of the City of National City, California



..... IONE CAMPBELL .....  
City Clerk of the City of National City, California  
By: ..... [Redacted Signature] .....  
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 15,624 of the City of National City, Calif., passed and adopted by the Council of said City on .....5-24-88.....

(Seal) .....  
City Clerk of the City of National City, California

By: .....  
Deputy

City of National City, California  
**COUNCIL AGENDA STATEMENT**

886-17  
762-3-2

**MEETING DATE** May 24, 1988

**AGENDA ITEM NO.** 6

**ITEM TITLE**

RESOLUTION AUTHORIZING THE INCREASE OF FEES AT NATIONAL CITY GOLF COURSE EFFECTIVE JUNE 15, 1988

**PREPARED BY**

JIM RUIZ, DIRECTOR

**DEPARTMENT**

PARKS & RECREATION

**EXPLANATION**

Attached letter from American Golf requests an increase in green fees for the first 9 holes of play and for power cart rental. The replay fee would remain the same. All fee increases must be approved by City Council in accordance with the agreement with American Golf.

Staff checked the rates with the local public courses as noted in their request and found them to be accurate. These fees would make them comparable with other local courses.

American Golf would like to make these rates effective June 15, 1988.

**Environmental Review**  X  N/A

**Financial Statement**

N/A

**Account No.** \_\_\_\_\_

**STAFF RECOMMENDATION**

Recommend approval

**BOARD/COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS (Listed Below)**

**Resolution No.** 15,624

1. Letter from American Golf.



AMERICAN GOLF CORPORATION

May 10, 1988

Mr. Tom McCabe  
City Manager  
1243 National City Blvd.  
National City, Ca. 92050


RECEIVED  
MAY 10 1988  
CITY MANAGER  
NATIONAL CITY

Dear Mr. McCabe

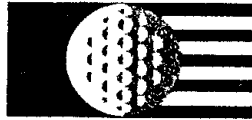
Attached you will find our proposed fee increase for National City Golf Course. Included with our proposal are the nine hole fees being charged at local comparable public courses. Our new fees would be comparable to those courses.

We would like these new fees to be effective June 15, 1988. Please let me know the date and time this proposal will be on the agenda for City Council consideration.

Cordially,

  
Stephen T. Harker  
Regional Director  
Mission Trails G.C.  
7380 Golf Crest Place  
San Diego, Ca. 92119  
(619) 460-5409

cc: Jim Ruiz  
Bill Goree



AMERICAN GOLF CORPORATION

\*\*\* 9 HOLES \*\*\*

LOCAL COMPARABLE PUBLIC COURSES - MAY 6, 1988

<u>GOLF COURSE</u>	<u>WEEKDAY GREEN FEE</u>	<u>WEEKEND GREEN FEE</u>	<u>CART FEE</u>
BALBOA PARK (9)	\$ 4.50 (RESIDENT) \$10.00 (NON. RES.)	SAME SAME	N/A N/A
BONITA	\$ 5.00	\$ 8.00	\$ 8.00
CHULA VISTA	\$ 5.00	\$ 6.00	\$ 9.00
MISSION BAY (9 OR 18)	\$ 6.50	\$ 7.50	\$ 4.50
RIVER VALLEY	\$ 5.00	\$ 6.00	\$ 9.00

NATIONAL CITY GOLF COURSE (9 HOLES)

	<u>PRESENT</u>	<u>PROPOSED</u>	<u>INCREASE</u>
WEEKDAY GREEN FEE	\$ 4.00	\$ 5.00	\$ 1.00
REPLAY	\$ 2.50	\$ 2.50	NONE
WEEKDAY SR/JR	\$ 3.50	\$ 4.00	.50
REPLAY	\$ 2.00	\$ 2.00	NONE
WEEKEND GREEN FEE	\$ 5.00	\$ 6.00	\$ 1.00
REPLAY	\$ 4.00	\$ 4.00	NONE
WEEKEND SR/JR (AFTER 12)	\$ 4.00	\$ 5.00	\$ 1.00
REPLAY	\$ 3.00	\$ 3.00	NONE
POWER CART	\$ 6.00	\$ 8.00	\$ 2.00

City of National City, California  
**COUNCIL AGENDA STATEMENT**

702-3-a

**MEETING DATE** April 7, 1987

**AGENDA ITEM NO.** 32

**ITEM TITLE**

REQUEST FOR INCREASE IN REPLAY RATES AT NATIONAL CITY GOLF COURSE BY AMERICAN GOLF CORPORATION.

**PREPARED BY** Jim Ruiz

**DEPARTMENT** PARKS & RECREATION

**EXPLANATION**

American Golf Corporation has requested an increase in green fees at the golf course. The increase would only apply for REPLAY rates. Staff conducted a survey of rates in the area and found that the requested increase for replay rates to be reasonable.

**Environmental Review**    xx—N/A

**Financial Statement**

N/A

**Account No.** \_\_\_\_\_

**STAFF RECOMMENDATION**

Recommend approval of request by American Golf Corporation.

**BOARD/COMMISSION RECOMMENDATION**

**ATTACHMENTS (Listed Below)**

**Resolution No.** \_\_\_\_\_

Ltr. from American Golf

May 27, 1988


Mr. Tom McCabe  
City Manager  
City of National City  
1243 National City Blvd.  
National City, Ca. 92050

Dear Mr. McCabe

Attached you will find our proposed fee increase for National City Golf Course. Included with our proposal are the nine hole fees being charged at local comparable public courses. Our new fees would be comparable to those courses.

We would like these new fees to be effective July 1, 1989. Please let me know the date and time this proposal will be on the agenda for City Council consideration.

Cordially,

  
Steve Harker  
Regional Director

American Golf Corporation  
7380 Golf Crest Place  
San Diego, Ca. 92119  
(619) 460-5400

cc: Jim Ruiz  
Bill Goree

\*\*\* 9 HOLES \*\*\*

LOCAL COMPARABLE PUBLIC COURSES - MAY 24, 1989

<u>GOLF COURSE</u>	<u>WEEKDAY GREEN FEE</u>	<u>WEEKEND GREEN FEE</u>	<u>CART FEE</u>
*BALBOA PARK (9)	\$ 5.00 (RESIDENT) SAME \$15.00 (NON. RES.) SAME		N/A N/A
BONITA	\$ 6.00	\$ 9.00	\$ 8.00
CHULA VISTA	\$ 7.00	\$ 9.00	\$ 9.00
*MISSION BAY (9 OR 18) (BEFORE 2PM)	\$ 7.25	\$ 8.25	\$ 9.00
*RIVER VALLEY	\$ 5.00	\$ 6.00	\$ 9.00

\*DUE TO THEIR EXECUTIVE LENGTH, THESE COURSE ARE ACTUALLY A LITTLE LESS THAN COMPARABLE TO NATIONAL CITY.

NATIONAL CITY GOLF COURSE (9 HOLES)  
(EFFECTIVE JULY 1, 1989)

	<u>PRESENT</u>	<u>PROPOSED</u>	<u>INCREASE</u>
WEEKDAY GREEN FEE	\$ 5.00	\$ 6.00	\$ 1.00
REPLAY	\$ 2.50	\$ 3.00	.50
WEEKDAY SR/JR	\$ 4.00	\$ 4.50	.50
REPLAY	\$ 2.00	\$ 2.50	.50
WEEKEND GREEN FEE	\$ 6.00	\$ 8.00	\$ 2.00
REPLAY	\$ 4.00	\$ 4.00	NONE
WEEKEND SR/JR (AFTER 12)	\$ 5.00	\$ 6.00	\$ 1.00
REPLAY	\$ 3.00	\$ 4.00	1.00
POWER CART	\$ 8.00	\$ 9.00	\$ 1.00

City of National City, California  
**COUNCIL AGENDA STATEMENT**

**MEETING DATE** June 6, 1989

**AGENDA ITEM NO.** 16

**ITEM TITLE** RESOLUTION AUTHORIZING THE INCREASE OF FEES AT NATIONAL CITY GOLF COURSE EFFECTIVE JULY 1, 1989

**PREPARED BY** JIM RUIZ

**DEPARTMENT** PARKS & RECREATION

**EXPLANATION.**

The attached request from American Golf to increase green fees and cart fees would take effect on July 1, 1989 if approved by the City Council. The increases range between 50¢ and \$2.

The fees data in the request from American Golf is accurate and has been verified. These proposed increases would keep National City Golf Course competitive with other nine hole courses in the county.

A representative from American Golf will be at the council meeting to answer any specific questions.

**Environmental Review** XX N/A

**Financial Statement**

N/A

**Account No.** \_\_\_\_\_

**STAFF RECOMMENDATION**

RECOMMEND APPROVAL

**BOARD/COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS (Listed Below)**

Request from American Golf

**Resolution No.** 15,979

RESOLUTION NO. 15,979


RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE  
AN AMENDMENT TO AGREEMENT WITH AMERICAN GOLF CORPORATION


BE IT RESOLVED by the City Council of the City of  
National City that the Mayor is hereby authorized to execute an  
Amendment to Agreement between the City of National City and  
American Golf Corporation, a copy of which is attached hereto as  
Exhibit "A."

PASSED AND ADOPTED this 6th day of June, 1989.

  
GEORGE H. WATERS, Mayor

ATTEST:

  
LORI ANNE PEOPLES, City Clerk

APPROVED AS TO FORM:  


AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 6th day of June, 1989, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, a corporation, hereinafter referred to as "TENANT."

RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, and May 24, 1988.

B. LANDLORD and TENANT desire to amend Paragraph 10.2 of said Agreement pertaining to green fees and cart fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2 of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended to read as follows:

10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

TENANT and LANDLORD agree that green fees and cart fees will be as follows:

**EXHIBIT A**

Passed and adopted by the Council of the City of National City, California,  
on ..... 6/6/89 ..... by the following vote, to-wit:

Ayes: Councilmen Dalla, Inzunza, VanDeventer, Waters .....

Nays: Councilmen None .....

Absent: Councilmen Pruitt .....

Abstain: Councilmen None .....

AUTHENTICATED BY: GEORGE H. WATERS  
Mayor of the City of National City, California



.....  
[Redacted Signature]  
.....  
City Clerk of the City of National City, California

By: .....  
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 15,979 of the City of National City, Calif., passed and adopted by the Council of said City on ....6/6/89.....

.....

City of National City, California  
**COUNCIL AGENDA STATEMENT**

**MEETING DATE** June 6, 1989

**AGENDA ITEM NO.** 16

**ITEM TITLE** RESOLUTION AUTHORIZING THE INCREASE OF FEES AT NATIONAL CITY GOLF COURSE EFFECTIVE JULY 1, 1989

**PREPARED BY** JIM RUIZ

**DEPARTMENT** PARKS & RECREATION

**EXPLANATION.**

The attached request from American Golf to increase green fees and cart fees would take effect on July 1, 1989 if approved by the City Council. The increases range between 50¢ and \$2.

The fees data in the request from American Golf is accurate and has been verified. These proposed increases would keep National City Golf Course competitive with other nine hole courses in the county.

A representative from American Golf will be at the council meeting to answer any specific questions.

**Environmental Review** xx N/A

**Financial Statement**

N/A

**Account No.** \_\_\_\_\_

**STAFF RECOMMENDATION**

RECOMMEND APPROVAL

**BOARD/COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS (Listed Below)**

Request from American Golf

**Resolution No.** 15,979

RESOLUTION NO. 15,979

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE  
AN AMENDMENT TO AGREEMENT WITH AMERICAN GOLF CORPORATION

BE IT RESOLVED by the City Council of the City of  
National City that the Mayor is hereby authorized to execute an  
Amendment to Agreement between the City of National City and  
American Golf Corporation, a copy of which is attached hereto as  
Exhibit "A."

PASSED AND ADOPTED this 6th day of June, 1989.

  
\_\_\_\_\_  
GEORGE W. WATERS, Mayor

ATTEST:

  
\_\_\_\_\_  
LORI ANNE PEOPLES, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
GEORGE H. EISER, III, City Attorney

## AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 6th day of June, 1989, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, a corporation, hereinafter referred to as "TENANT."

### RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, and May 24, 1988.

B. LANDLORD and TENANT desire to amend Paragraph 10.2 of said Agreement pertaining to green fees and cart fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2 of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended to read as follows:

10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

TENANT and LANDLORD agree that green fees and cart fees will be as follows:

**EXHIBIT A**

<u>Green Fees</u>	<u>9 Holes</u>	<u>Replay</u>
Weekdays	\$6.00	\$3.00
Seniors & Juniors (Weekdays)	4.50	2.50
Seniors & Juniors (Weekends)	6.00 after 12 noon	4.00
Weekends	8.00	4.00

For purposes of this section, "seniors" shall mean all persons 60 years old or older, and "juniors" shall mean all persons 16 years old or younger.

Carts \$9.00 \$5.00

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended on July 2, 1985, and April 8, 1986, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above written.

CITY OF NATIONAL CITY

By: [Redacted]  
George G. Waters, Mayor

AMERICAN GOLF CORPORATION

By: \_\_\_\_\_

By: \_\_\_\_\_



ATTEST:

[Redacted]  
Lori Anne Peoples, City Clerk

APPROVED AS TO FORM

[Redacted]  
George H. Eiser, III  
City Attorney

Passed and adopted by the Council of the City of National City, California,  
on 6/6/89 by the following vote, to-wit:

Ayes: Councilmen Dalla, Inzunza, VanDeventer, Waters

Nays: Councilmen None

Absent: Councilmen Pruitt

Abstain: Councilmen None

AUTHENTICATED BY: GEORGE H. WATERS  
Mayor of the City of National City, California



[Redacted Signature]  
City Clerk of the City of National City, California

By: Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 15,979 of the City of National City, Calif., passed and adopted by the Council of said City on 6/6/89

(Seal) City Clerk of the City of National City, California

By: Deputy



AMERICAN GOLF CORPORATION

9 June 1989

Jim Ruiz  
City of National City  
Parks & Recreation Department  
140 East 12th Street  
National City, California 92050-3312

Re: Amendment to Agreement

Dear Mr. Ruiz:

Please find enclosed two duplicate originals of the Amendment to Agreement between the City of National City and American Golf Corporation ("AGC"), both of which have been executed by David G. Price as AGC's Chairman of the Board of Directors and Chief Executive Officer. I have attested to Mr. Price's signature as secretary of the corporation and have applied the corporate seal.

After you have obtained the mayor and city clerk's signatures and the city attorney's approval as to form, please return one of the two fully executed originals to me for AGC's corporate records. The other original is for the city's files.

Thank you for your attention to this matter.

Sincerely,

AMERICAN GOLF CORPORATION



Stephen R. Hofer  
Vice President, Secretary  
and General Counsel

SRH/  
enclosures  
cc: Ken Davidson  
Steve Harker  
Bill Goree

## AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 6th day of June, 1989, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, a corporation, hereinafter referred to as "TENANT."

### RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, and May 24, 1988.

B. LANDLORD and TENANT desire to amend Paragraph 10.2 of said Agreement pertaining to green fees and cart fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2 of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended to read as follows:

10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

TENANT and LANDLORD agree that green fees and cart fees will be as follows:

<u>Green Fees</u>	<u>9 Holes</u>	<u>Replay</u>
Weekdays	\$6.00	\$3.00
Seniors & Juniors (Weekdays)	4.50	2.50
Seniors & Juniors (Weekends)	6.00 after 12 noon	4.00
Weekends	8.00	4.00

For purposes of this section, "seniors" shall mean all persons 60 years old or older, and "juniors" shall mean all persons 16 years old or younger.

Carts	\$9.00	\$5.00
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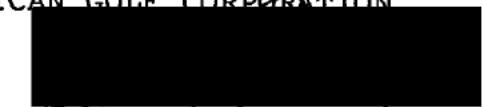
2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended on July 2, 1985, and April 8, 1986, shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have hereunot set their hands on the date first above written.

CITY OF NATIONAL CITY


By:   
George H. Waters, Mayor


AMERICAN GOLF CORPORATION

By:   
David G. Price, Chairman of the Board and Chief Executive Officer

By:   
Stephen R. Hoyer, Secretary



ATTEST:  
  
Lori Anne Peoples, City Clerk

APPROVED AS TO FORM  
  
George H. Eiser, III  
City Attorney

CE6-17



# CITY OF NATIONAL CITY, CALIFORNIA

1243 NATIONAL CITY BOULEVARD • NATIONAL CITY, CALIFORNIA 92050 • (619) 336-4226

LORI A. PEOPLES  
CITY CLERK

June 9, 1989

American Golf Corporation

Gentlemen:

Enclosed are two copies of the agreement executed by the City and Resolution No. 15,979, which was adopted by the City Council on June 6, 1989.

When you have fully excuted these agreements please return one to me at the City Clerk's office.

Thank you,

[Redacted signature]

Chris Strangman

/js

Enclosures (3)

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 26th day of June, 1990, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD", and American Golf Corporation, a corporation, hereinafter referred to as "TENANT".

RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course", and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, and May 24, 1988.

B. LANDLORD and TENANT desire to amend Paragraph 10.2 of said Agreement pertaining to green fees and cart fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2 of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended to read as follows:

10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf course for similar goods and services and facilities.

Tenant and landlord agree that green fees and cart fees will be as follows:

<u>GREEN FEES</u>	<u>9 HOLES</u>	<u>REPLAY</u>
Weekdays - Regular	\$6.50	\$3.50
Weekdays - Seniors (National City Residents)	4.50	2.50
Weekdays - Seniors (Non-National City Residents)	5.00	3.00
Weekends - Regular	8.50	5.00
Weekends - Seniors (National City Residents)	6.00	4.00
Weekends - Seniors (Non-National City Residents)	7.00	4.00
Carts	9.00	5.00
Twilight (Weekdays)	5.00	
Twilight (Weekends)	5.00	
Range:		
X Large	7.00	
Large	4.00	
Small	3.00	

For purposes of this section, "seniors" shall mean all persons 60 years old or older.

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease" and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended on July 2, 1985, April 8, 1986, and on May 24, 1988, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

  
GEORGE H. WATERS MAYOR

APPROVED AS TO FORM:

  
GEORGE H. EISER, III-CITY ATTORNEY

AMERICAN GOLF CORPORATION

BY: 

David C. Priddy, President

BY: 

Stephen R. Hafer,  
Vice President and Secretary



# CITY OF NATIONAL CITY, CALIFORNIA

1243 NATIONAL CITY BOULEVARD • NATIONAL CITY, CALIFORNIA 92050 • (619) 336-4226

LORI A. PEOPLES  
CITY CLERK

June 28, 1990

American Golf Corporation  
Attn: Bert Geinsendorff  
7380 Golf Creat Place  
San Diego, CA 92119

Dear Mr. Geinsendorff:

Enclosed are four copies of the agreement executed by the City and one copy of Resolution No. 16,287 which was adopted by the City Council on June 28, 1990.

When you have fully executed these agreements please return one to me at the City Clerk's office.

Thank you,

  
Janis Strangman

Enclosures (5)

060-17

City of National City, California  
**COUNCIL AGENDA STATEMENT**

**MEETING DATE** June 26, 1990

**AGENDA ITEM NO.** 13

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH AMERICAN GOLF ASSOCIATION.

**PREPARED BY** JIM RUI [REDACTED]

**DEPARTMENT** PARKS & REC.

**EXPLANATION.**

Amendment allows the golf course to implement new fees for carts, range balls, and greens fees.

**Environmental Review**   x   N/A

**Financial Statement**

N/A

**Account No.** \_\_\_\_\_

**STAFF RECOMMENDATION**

RECOMMEND APPROVAL

**BOARD/COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS (Listed Below)**

Amendment

**Resolution No.** 16,287

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 6th day of June, 1989, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, a corporation, hereinafter referred to as "TENANT."

RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, and May 24, 1988.

B. LANDLORD and TENANT desire to amend Paragraph 10.2 of said Agreement pertaining to green fees and cart fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2 of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended to read as follows:

10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

TENANT and LANDLORD agree that green fees and cart fees will be as follows:

<u>Green Fees</u>	<u>9 Holes</u>	<u>Replay</u>
Weekdays	\$6.00	\$3.00
Seniors & Juniors (Weekdays)	4.50	2.50
Seniors & Juniors (Weekends)	6.00 after 12 noon	4.00
Weekends	8.00	4.00

For purposes of this section, "seniors" shall mean all persons 60 years old or older, and "juniors" shall mean all persons 16 years old or younger.

Carts	\$9.00	\$5.00
-------	--------	--------

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended on July 2, 1985, and April 8, 1986, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above written.



CITY OF NATIONAL CITY

By: [Redacted]  
George H. Waters, Mayor

AMERICAN GOLF CORPORATION

By: [Redacted]  
Robert H. Williams, President

By: [Redacted]  
Stephen R. Hoyer, Vice President  
and General Counsel

ATTEST:

[Redacted]  
Loni Anne Peoples, City Clerk

APPROVED AS TO FORM

[Redacted]  
George H. Eiser, III  
City Attorney

c86-17

City of National City, California  
**COUNCIL AGENDA STATEMENT**

**MEETING DATE** July 17, 1990

**AGENDA ITEM NO.** 6

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AGREEMENT WITH AMERICAN GOLF CORPORATION

**PREPARED BY** Jim Ruiz [REDACTED]

**DEPARTMENT** Parks & Recreation

**EXPLANATION.**

This amendment clarifies new rates for green fees and cart rentals at the Municipal Golf Course.

**Environmental Review**  N/A

**Financial Statement**

N/A

**Account No.** \_\_\_\_\_

**STAFF RECOMMENDATION**

Recommend Approval

**BOARD/COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS (Listed Below)**

**Resolution No.** 16,297

RESOLUTION NO. 16,287

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE  
AN AMENDMENT TO AGREEMENT WITH AMERICAN GOLF CORPORATION

BE IT RESOLVED by the City Council of the City of  
National City that the Mayor is hereby authorized to execute  
an Amendment to Agreement between the City of National City  
and American Golf Corporation, a copy of which is attached  
hereto as Exhibit "A".

PASSED and ADOPTED this 26th day of June, 1990.

  
GEORGE H. WATERS, MAYOR

ATTEST:

  
LORI ANNE PEOPLES, CITY CLERK

APPROVED AS TO FORM:

  
GEORGE H. EISER, III  
CITY ATTORNEY

RESOLUTION NO. 16,297

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AGREEMENT WITH AMERICAN GOLF CORPORATION, AND RESCINDING RESOLUTION NO. 16,287

BE IT RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute an Amendment to Agreement between the City of National City and American Golf Corporation, which is on file in the Office of the City Clerk.

BE IT FURTHER RESOLVED that Resolution No. 16,287 is hereby rescinded.

PASSED AND ADOPTED this 17th day of July, 1990.

[Redacted Signature]

GEORGE H. WATERS, Mayor

ATTEST:

[Redacted Signature]

LORI ANNE PEOPLES, City Clerk

APPROVED AS TO FORM:

[Redacted Signature]

GEORGE H. EISER, III, City Attorney

Passed and adopted by the Council of the City of National City, California,  
on July 16, 1990 by the following vote, to-wit:

Ayes: Councilmen Dalla, Inzunza, Pruitt, Van Deventer, Waters

Nays: Councilmen None

Absent: Councilmen None

Abstain: Councilmen None

AUTHENTICATED BY: GEORGE H. WATERS  
Mayor of the City of National City, California



[Redacted Signature]  
City Clerk of the City of National City, California

By: Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 16,297 of the City of National City, Calif., passed and adopted by the Council of said City on July 17, 1990

(Seal) City Clerk of the City of National City, California

By: Deputy

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 26th day of June, 1990, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD", and American Golf Corporation, a corporation, hereinafter referred to as "TENANT".

RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course", and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, and May 24, 1988.

B. LANDLORD and TENANT desire to amend Paragraph 10.2 of said Agreement pertaining to green fees and cart fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2 of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended to read as follows:

10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf course for similar goods and services and facilities.

Tenant and landlord agree that green fees and cart fees will be as follows:

<u>GREEN FEES</u>	<u>9 HOLES</u>	<u>REPLAY</u>
Weekdays - Regular	\$6.50	\$3.50
Weekdays - Seniors	5.00	3.00
Weekdays - Seniors (Non-National City Residents)	6.50	3.50
Weekends - Regular	8.50	5.00
Weekends - Seniors	7.00	4.00
Weekends - Seniors (Non-National City Residents)	8.50	5.00
Carts	8.00	5.00
Twilight (Weekdays)	5.00	
Twilight (Weekends)	5.00	
Range:		
X Large	7.00	
Large	4.00	
Small	3.00	

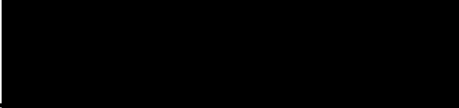
For purposes of this section, "seniors" shall mean all persons 60 years old or older.

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease" and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended on July 2, 1985, April 8, 1986, and on May 24, 1988, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

  
GEORGE H. WATERS MAYOR

APPROVED AS TO FORM:

  
GEORGE H. EISER, III-CITY ATTORNEY

AMERICAN GOLF CORPORATION

BY: \_\_\_\_\_

BY: \_\_\_\_\_

RESOLUTION NO. 16,287

Passed and adopted by the Council of the City of National City, California,  
on June 26, 1990 by the following vote, to-wit:

Ayes: Councilmen Dalla, Inzunza, Pruitt, Van Deventer, Waters

Nays: Councilmen None

Absent: Councilmen None

Abstain: Councilmen None

AUTHENTICATED BY: GEORGE H. WATERS  
Mayor of the City of National City, California



[Redacted Name]  
City Clerk of the City of National City, California

By: Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. ....16,287.... of the City of National City, Calif., passed and adopted by the Council of said City on June 26, 1990

(Seal) City Clerk of the City of National City, California

By: Deputy



City of National City  
Office of the City Attorney

1243 National City Boulevard, National City, CA 92050-4397  
George H. Eiser, III—City Attorney (619) 336-4220

FILE 020-17  
Am Golf...

TO: Mayor and City Council

DATE: August 28, 1990


FROM: City Attorney

SUBJECT: Extension of Lease for Las Palmas Golf Course

The City's lease of Las Palmas Golf Course with American Golf Corporation provides for an initial five-year term, ending August 31, 1990. The lease additionally states:

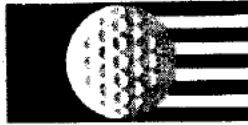
"Provided Tenant has fully complied with all the obligations contained in this lease, Tenant will have the option to extend this Lease at the end of the initial term for seven 5-year terms by giving the Landlord written notice of such desire six (6) months before the end of the particular term in question."

I have received a letter from Stephen R. Hofer, Vice President and General Counsel for American Golf Corporation, stating American Golf's desire to extend the lease from September 1, 1990 through August 31, 1995. The Director of Parks and Recreation confirms that American Golf has fully complied with all the obligations contained in the Lease during the initial Lease term. Since the lease provides the lessee an option to "extend" the present lease, rather than "renewing" the lease (i.e. entering into a new lease), no action by the City is required for the extension to take effect.

  
George H. Eiser, III, City Attorney

GHE/pjl

cc: City Manager  
Director of Parks and Recreation  
City Clerk  
Stephen R. Hofer



AMERICAN GOLF CORPORATION

Mr. Mayor.

I would like to bring the subject of outside sales at National City G.C. to the agenda of the city council. I believe that the outside sales is a benefit to the city and would like to obtain a conditional use permit.

Please contact me at



AMERICAN GOLF CORPORATION

Bill Goree  
PGA Professional / General Manager  
Lessons by Appointment

National City Golf Course  
(619) 474-1400



# City of National City Planning Department

1243 National City Blvd., National City, CA 92050-4397 (619) 336-4310  
ROGER G. POST — DIRECTOR

November 9, 1990

TO: MAYOR AND CITY COUNCIL  
[REDACTED]

FROM: ROGER G. POST, PLANNING DIRECTOR

RE: OUTDOOR SALE AT NATIONAL CITY GOLF COURSE

Responding to a complaint, staff verified that merchandise was being displayed for sale outside the pro shop. On November 6, staff sent a notice to American Golf Corporation directing them to cease this activity. The property was reinspected on November 7 and it was determined that the violation had been abated.

Section 18.92.030 of the Land Use Code limits special outdoor promotions to three days each, twice a year. Through the issuance of a Temporary Use Permit the City Council can specify a longer timeframe.

If there is a desire to allow outdoor sales of merchandise on a permanent basis, a code amendment would be necessary. This could result in a cluttered appearance around our commercial areas, however.

RGP:lls

18.90.050 Lighting. All outdoor lighting shall be so shielded and adjusted that the light therefrom is directed to fall only on the same premises upon which such light source is located. (Ord. 1503 §1(part), 1976: NCLUC §976-11.04).

18.90.060 Signs. For provisions regulating signs, see Chapter 18.62 (Signs and Outdoor Advertising). (Ord. 1503 §1(part), 1976: NCLUC §976-11.05).

18.90.070 Temporary permit required. For provisions regarding temporary use permit, see Chapter 15.60. (Ord. 1987 §1(part), 1989: Ord. 1503 §1(part), 1976: NCLUC §976-11.06).

## Chapter 18.92

### OUTDOOR DISPLAY OR SALE OF MERCHANDISE

#### Sections:

- 18.92.010 Regulations generally.
- 18.92.020 Permitted displays.
- 18.92.030 Special promotions.
- 18.92.040 Seasonal sale of Christmas trees and pumpkins.

18.92.010 Regulations generally. The outdoor display or sale of merchandise shall be prohibited in the city except as provided in this chapter. (Ord. 1503 §1(part), 1976: NCLUC §976-12(part)).

18.92.020 Permitted displays. In the commercial and industrial zones, businesses such as service stations, auto dealers, recreational vehicle sales lots, nurseries, outdoor display and sale of flowers in conjunction with a licensed flower shops, building material yards, and similar uses (as determined by the planning director per Section 18.104.040) that customarily display merchandise outdoors may display merchandise outdoors on the site approved for such a business. (Ord. 1616 §§22, 1978; Ord. 1503 §1(part), 1976: NCLUC §976-12.01).

18.92.030 Special promotions. A. All other businesses in the commercial and industrial zones may have special promotions at which outdoor display and sales are allowed, limited to three days each, which shall include all set-up time. No business shall have more than two sales in a calendar year. There shall be a period of at least thirty days between sales.

B. For special promotions lasting more than three days, or for more than two such sales in one calendar year, city council approval in accordance with Chapter 15.60 must first be obtained. All such sales shall be limited to the site approved for such a business or on an adjacent (contiguous) lot.

C. No business shall conduct a special promotion with outdoor display on a property when the business does not have a permanent business address on the same property. This restriction shall not apply to sales conducted entirely indoors. (Ord. 1987 §1(part), 1989: Ord. 1925 §11, 1987: Ord. 1503 §1(part), 1976: NCLUC §976-12.02).

18.92.040 Seasonal sale of Christmas trees and pumpkins.

A. The outdoor seasonal sale of Christmas trees and pumpkins is only permitted in commercial zones either on property developed with a commercial use or on vacant property.

B. Such displays and sales are limited to thirty-five days each including installation and removal of all related materials. A business license and certificate of occupancy shall be obtained each year prior to setting up displays. Application for a certificate of occupancy shall be made no more than ten days prior to commencement of each sale. (Ord. 1985 §1, 1989).



**City of National City  
Office of the City Manager**

1243 National City Blvd., National City, CA 92050-4397 (619) 336-4240  
Tom G. McCabe—City Manager

November 12, 1990

**TO : Mayor and City Council**

**FROM : Assistant City Manager [REDACTED]**

**SUBJECT : CITY COUNCIL AGENDA ITEM #13 (11/13/90 MEETING)  
- LETTER FROM AMERICAN GOLF CORPORATION**

This morning I received a telephone call from Jack Sands who is the new golf course manager. Mr. Sands stated that he would like more time to review this matter and requests that the item be held over until the Council Meeting on December 4, 1990.

GJB:ld

Attachment

xc: City Manager  
City Clerk  
Planning Director  
Parks and Recreation Director  
Pending Agenda File

**CITY OF NATIONAL CITY  
INTERDEPARTMENTAL MEMORANDUM**

To: City Clerk

Date: 9-19-90

From: City Attorney

Subject: Amendment to Agreement; American Golf Corp.

Transmitted herewith for your files is the original of the Amendment to Agreement between the City and American Golf Corporation, dated June 26, 1990.

cc: Director of Parks and Recreation

By



City of National City, California  
**COUNCIL AGENDA STATEMENT**

**MEETING DATE** June 25, 1991

**AGENDA ITEM NO.** 7

**ITEM TITLE** RESOLUTION AUTHORIZING THE INCREASE OF GREEN FEES AT NATIONAL CITY GOLF COURSE EFFECTIVE JULY 1, 1991

**PREPARED BY** JIM RUIZ



**DEPARTMENT** PARKS & RECREATION

**EXPLANATION.**

The attached request from American Golf to increase green fees would take effect on July 1, 1991 if approved by the City Council.

The fees data in the request from American Golf is accurate and has been verified. The request asks for a \$1 increase for 9 holes and 50¢ for replays.

The proposed increases would keep National City Golf Course just below the average rates of comparable courses in the area. The last fee increase was July 1, 1990, with increases between 50¢ to \$1 for green fees, cart rentals, and range balls. The proposed increases this year are for green fees only.

A representative from American Golf will be at the council meeting to answer any specific questions.

**Environmental Review**   x   N/A

**Financial Statement**

N/A

**Account No.** \_\_\_\_\_

**STAFF RECOMMENDATION**

Recommend approval.

**BOARD/COMMISSION RECOMMENDATION**

Recommend Approval

**ATTACHMENTS (Listed Below)**

Request from American Golf

**Resolution No.** 91-138

RESOLUTION NO. 91-138

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE AN  
AMENDMENT TO AGREEMENT WITH  
AMERICAN GOLF CORPORATION

BE IT RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute an Amendment to Agreement between the City of National City and American Golf Corporation. Said Amendment to Agreement is on file in the Office of the City Clerk.


PASSED and ADOPTED this 25th day of June, 1991.

  
George H. Waters, Mayor

ATTEST:

  
Lori Anne Peoples, City Clerk

APPROVED AS TO FORM:


  
George H. Elser, III  
City Attorney

Passed and adopted by the Council of the City of National City, California,  
on June 25, 1991 by the following vote, to-wit:

Ayes: Councilmen Dalla, Inzunza, Van Deventer, Zarate, Waters  
Nays: Councilmen None  
Absent: Councilmen None  
Abstain: Councilmen None

AUTHENTICATED BY: GEORGE H. WATERS  
Mayor of the City of National City, California



  
City Clerk of the City of National City, California

By: \_\_\_\_\_  
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. ...91-138... of the City of National City, Calif., passed and adopted by the Council of said City on June 25, 1991

(Seal) \_\_\_\_\_  
City Clerk of the City of National City, California

By: \_\_\_\_\_  
Deputy

## AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 18th day of June, 1991, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, hereinafter referred to as "TENANT."

### RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, and July 17, 1990.

B. LANDLORD and TENANT desire to amend Paragraph 10.2 of said Agreement pertaining to green fees and cart fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2 of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended to read as follows:

"10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf course for similar goods and services and facilities.

Tenant and Landlord agree that green fees and cart fees will be as follows:


<u>GREEN FEES</u>	<u>9 HOLES</u>	<u>REPLAY</u>
Weekdays - Regular	\$7.50	\$4.00
Weekdays - Seniors	5.50	3.00
Weekdays - Seniors (Non-National City Residents)	6.00	3.50

<u>GREEN FEES (Continued)</u>	<u>9 HOLES</u>	<u>REPLAY</u>
Weekends - Regular	9.50	5.50
Weekends - Seniors	7.00	4.50
Weekends - Seniors (Non-National City Residents)	8.00	4.50
Carts	8.00	5.00
Twilight (Weekdays)	6.00	
Twilight (Weekends)	6.00	
Range:		
X Large	7.00	
Large	4.00	
Small	3.00	

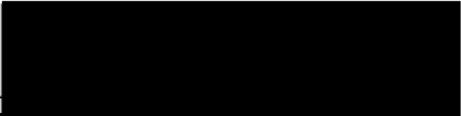
For purposes of this section, 'seniors' shall mean all persons 60 years old or older."

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, and on July 17, 1990, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

  
George H. Waters, Mayor

APPROVED AS TO FORM:

  
George H. Eiser, III  
City Attorney

AMERICAN GOLF CORPORATION

  
By: \_\_\_\_\_

FROM: JACK SANDS

TO: JIM RUIZ

SUBJ: ANNUAL GREEN FEE RATE INCREASE PROPOSAL

1. THE FOLLOWING IS A PROPOSAL TO INCREASE GREEN FEE'S AT NATIONAL CITY GOLF COURSE. PENDING CITY COUNCIL APPROVAL, THE INCREASES WOULD TAKE EFFECT ON JULY 1, 1991. ALSO ENCLOSED IS A GREEN FEE RATE COMPARISON OF FIVE OTHER REGIONAL GOLF COURSES WHOSE COURSE LAY-OUTS ARE COMPARABLE TO NATIONAL CITY GOLF COURSE.

CURRENT

WEEKDAY

REGULAR 6.50/3.50 (REPLAY)  
SENIOR 5.00/3.00 "  
N.C. SENIOR 4.50/2.50 "  
TWILIGHT 5.00

WEEKEND

REGULAR 8.50/5.00 (REPLAY)  
SENIOR 7.00/4.00 "  
N.C. SENIOR 6.00/4.00 "  
TWILIGHT 5.00

PROPOSED

WEEKDAY

REGULAR 7.50/4.00 (REPLAY)  
SENIOR 6.00/3.50 (REPLAY)  
N.C. SENIOR 5.50/3.00 "  
TWILIGHT 6.00

REGULAR 9.50/5.50 (REPLAY)  
SENIOR 8.00/4.50 "  
NC SENIOR 7.00/4.50 "  
TWILIGHT 6.00

- PER OUR CONVERSATION, THERE WILL BE NO INCREASE IN CART OR DRIVING RANGE RATES.
3. I FEEL THAT NATIONAL CITY G.C. RATES FAR ABOVE BALBOA 9 AND MISSION BAY BECAUSE IT IS A COURSE THAT CAN BE PLAYED WITH ALL THE CLUBS IN YOUR BAG, WHEREAS MOST OF THE HOLES AT MISSION BAY REQUIRE ONLY IRON PLAY FOR THE MAJORITY OF GOLFERS. ALSO, THE RATE PROPOSAL WOULD STILL HAVE US BELOW THE 9 HOLE RATES CURRENTLY CHARGED BY CHULA VISTA AND BONITA BOTH ON WEEKDAYS AND WEEKENDS.
4. FURTHERMORE, WE ARE GOING TO GREAT LENGTHS TO IMPROVE THE GOLF COURSE, DRIVING RANGE AND OTHER AMENITIES AT NATIONAL CITY GOLF COURSE. FOR EXAMPLE, \$25,000 IS BEING SPENT ON CAPITAL-IMPROVEMENT PROJECTS IN MAY AND JUNE OF 1991 ALONE.
5. THANK YOU FOR YOUR COOPERATION AND ASSISTANCE IN THE MATTER. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT ME AT [REDACTED]

RESPECTFULLY,

[REDACTED]  
NATIONAL CITY G.C.  
GENERAL MANAGER

WEEKDAY GREEN FEE'S	NATIONAL CITY	279-1600 TECOLOTE	490-3370 MISSION BAY	232-2470 BALBOA 9	479-4141 CHULA VISTA	267-11 BONITA
9 HOLE	6.50 3.50 Replay	NONE	6.50	16.00 5.00 RES	8.00	8.00
18 HOLE		10.00	12.00			
SENIOR	5.00 3.00 Replay	7.00	5.50	*	*	NONE
TWILIGHT	5.00	7.00	NONE	NONE	9.00	9.00

WEEKEND GREEN FEE'S						
9 HOLE	8.50 5.00 Replay	NONE	7.50	16.00 5.00 RES	10.00	11.00
18 HOLE		14.00	14.00			
SENIOR	7.00 4.00 Replay	NONE	12.00	*	*	NONE
TWILIGHT	5.00	10.00	NONE	NONE	11.00	NONE

\* REQUIRED TO PURCHASE MONTHLY OR ANNUAL CARDS THEN PAY A RESIDENT SENIOR GREEN FEE.

# ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

7/15/91

**PRODUCER**

Jardine Insurance Brokers Los Angeles Inc  
 11835 W. Olympic Blvd., 5th Fl.  
 Los Angeles, California 90064  
 Tel: (213) 444-3333

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

IF YOU SHOULD HAVE ANY QUESTIONS REGARDING THIS CERTIFICATE OF INSURANCE OR CORRESPONDENCE, PLEASE CONTACT:

ARLENE J. BAER



**Jardine Emett & Chandler Los Angeles Inc.  
 Insurance Brokers**

11835 West Olympic Blvd  
 5th Floor  
 Los Angeles, California 90064  
 (213) 444-3333

Thank You

**INSURED**

American Golf Corporation, Etal  
 1633 - 26th Street  
 Santa Monica, California 90404-4024

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW ARE IN FULL FORCE AND EFFECT FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>				GENERAL AGGREGATE \$ 1,800,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ 1,800,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.	RMGL 3257850	7/15/91	7/15/92	PERSONAL & ADV. INJURY \$ 1,800,000
	OWNER'S & CONTRACTOR'S PROT.	(\$200,000 S.I.R.)			EACH OCCURRENCE \$ 1,800,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED. EXPENSE (Any one person) \$ 5,000
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	RMCA 1427881 - AOS	7/15/91	7/15/92	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS	RMCA TX1427882 - Texas			PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
<input checked="" type="checkbox"/> GARAGE LIABILITY					
<input checked="" type="checkbox"/> GKLL-\$300,000 Limit					
C	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> UMBRELLA FORM	(92) 7966-24-44	7/15/91	7/15/92	AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM				
D	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY LIMITS
		1. RMWC 1232582 - Texas	7/15/91	7/15/92	EACH ACCIDENT \$ 1,000,000
		2. RMWC 1232583 - AOS			DISEASE-POLICY LIMIT \$ 1,000,000
		3. RMWC 1232584 - Ariz. Ore. Mary. Idaho. VA			DISEASE-EACH EMPLOYEE \$ 1,000,000
OTHER					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

**CERTIFICATE HOLDER**

City of National City  
 1243 National City Boulevard  
 National City, CA 92050-4397

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

City of National City, California  
**COUNCIL AGENDA STATEMENT**

**MEETING DATE** May 4, 1993

**AGENDA ITEM NO.** 5

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF NATIONAL CITY AMENDING LEASE AGREEMENT WITH AMERICAN GOLF CORPORATION

**PREPARED BY** JIM RUIZ



**DEPARTMENT** PARKS & RECREATION

**EXPLANATION**

Request from American Golf to change price of range ball buckets as follows:

<u>Current Charge</u>	
Warm Up	- \$2 (30-35 balls)
Small	- \$3.25 (50-55 balls)
Medium	- \$4.50 (90-100 balls)
Large	- \$8 (150-200 balls)

<u>Proposed Charge</u>	
Warm Up	- \$1 (20-25 balls)
Small	- \$2.50 (30-35 balls)
Medium	- \$4.50 (60-65 balls)
Large	- \$5 (90-100 balls)
Practice	- \$8 (150-200 balls)

**Environmental Review**  N/A

**Financial Statement**

N/A

**Account No.** \_\_\_\_\_

**STAFF RECOMMENDATION**

Approval, effective May 5, 1993

**BOARD/COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS (Listed Below)**

**Resolution No.** 93-58

1. Letter from American Golf
2. Resolution and Amendment to Agreement



American Golf Corporation

3/22/93

Jim Ruiz  
City Of National City  
Department of Parks and Recreation  
National City, Ca. 91950

Dear Mr. Ruiz

As per our phone conversation, this is to inform you of the requested price increases of range ball buckets.

Currently we charge;

Warm-up-	\$2.00	( approx. 30-35 balls )
Small	-\$3.25	( " 50-55 " )
Medium	-\$4.50	( " 90-100 " )
Large	-\$8.00	( " 150-200 " )

In order to stay competitive with the local market we would like to raise bucket prices as follows;

Warm-up-	\$1.00	( approx. 20-25 balls )
Small	-\$2.50	( " 30-35 " )
Medium	-\$4.50	( " 60-65 " )
Large	-\$5.00	( " 90-100 " )
Practice	-\$8.00	( " 150-200 " )

As you can see we are offering another bucket size and adjusting the sizes to be more in line with our competitors. We will also be upgrading our ball quality with new balls every month.

Per City approval these prices would be effective April 1, 1993.

Please feel free to contact me if any further information is needed.

Sincerely,

  
Ann Gomez  
General Manager  
National City Golf Course

cc: Tom Frost, Regional Director, American Golf Corp.

RESOLUTION NO. 93-58


RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE AN  
AMENDMENT TO AGREEMENT  
WITH AMERICAN GOLF CORPORATION

BE IT RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute an Amendment to Agreement between the City of National City and American Golf Corporation. Said Amendment to Agreement is on file in the Office of the City Clerk.


PASSED and ADOPTED this 4th day of May, 1993.

  
George H. Waters, Mayor

ATTEST:

  
Lori Anne Peoples, City Clerk

APPROVED AS TO FORM:

  
George H. Eiser, III  
City Attorney

Passed and adopted by the Council of the City of National City, California,  
on ..... May 4, 1993 ..... by the following vote, to-wit:

Ayes: Councilmen Dalla, Inzunza, Morrison, Zarate, Waters


Nays: Councilmen None

Absent: Councilmen None

Abstain: Councilmen None

AUTHENTICATED BY: GEORGE H. WATERS  
Mayor of the City of National City, California



.....  ..  
City Clerk of the City of National City, California

By: .....  
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. ...93-58.... of the City of National City, Calif., passed and adopted by the Council of said City on ..May..4.,..1993

(Seal) .....  
City Clerk of the City of National City, California

By: .....  
Deputy

## AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 4th day of May, 1993, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, hereinafter referred to as "TENANT."

### RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, July 17, 1990, and June 18, 1991.

B. LANDLORD and TENANT desire to amend Paragraph 10.2 of said Agreement pertaining to fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2 of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended to read as follows:

"10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

A. Tenant and Landlord agree that green fees and cart fees will be as follows:

<u>GREEN FEES</u>	<u>9 HOLES</u>	<u>REPLAY</u>
Weekdays - Regular	\$7.50	\$4.00
Weekdays - Seniors	5.50	3.00
Weekdays - Seniors (Non-National City Residents)	6.00	3.50

<u>GREEN FEES (Continued)</u>	<u>9 HOLES</u>	<u>REPLAY</u>
Weekends - Regular	9.50	5.50
Weekends - Seniors	7.00	4.50
Weekends - Seniors (Non-National City Residents)	8.00	4.50
Carts	8.00	5.00
Twilight (Weekdays)	6.00	
Twilight (Weekends)	6.00	
Range:		
X Large	7.00	
Large	4.00	
Small	3.00	

For purposes of this section, 'seniors' shall mean all persons 60 years old or older."

B. Tenant and Landlord agree that prices for range ball buckets will be as follows:


Warm Up	\$1.00	(20-25 balls)
Small	\$2.50	(30-35 balls)
Medium	\$4.50	(60-65 balls)
Large	\$5.00	(90-100 balls)
Practice	\$8.00	(150-200 balls)

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, July 17, 1990, and on June 18, 1991, shall remain in full force and effect.


///

///

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

  
George H. Waters, Mayor

APPROVED AS TO FORM:

  
George H. Eiser, III  
City Attorney

AMERICAN GOLF CORPORATION

By: 

By: Sr. Vice President

**Broker:** JOHNSON & HIGGINS OF CA. - 2029 CENTURY PARK EAST, LOS ANGELES, CA 90067

(1) This certificate is not an insurance policy and does not amend extend or alter the coverage afforded by the policies listed on this certificate, and (2) notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be concerned or may pertain, the insurance afforded by the policies listed on this certificate is subject to all the terms, exclusions and conditions of such policies. (California Insurance Code, Section 384)

<b><u>NAME AND ADDRESS OF CERTIFICATE HOLDER:</u></b>  City of National City 1243 National City Blvd. National City, CA 92050-4397	<b><u>NAME AND ADDRESS OF INSURED:</u></b>  American Golf Corporation, Etal 1633 - 26th Street Santa Monica, California 90404-4024
--	--

This is to certify that the policy(ies) of insurance listed below have been issued to the Insured named above and are in force at this time. Coverage subject to annual aggregate limits may be eroded by prior occurrences.

**Type of Insurance:** Real Property, Personal Property and Equipment including Golf carts.

**Insurance Companies & Policy Numbers:**  
 American Intern'l Specialty Lines Ins. Co. #IMB773-5343  
 Lexington Ins. Co. #8692748  
 AETna Casualty & Surety #86FSK109727SCA

**Policy Term:** August 15, 1994 to August 15, 1995

**Perils of Coverage:** "All Risks" of Physical Damage including Earthquake & Flood.

**Description of Coverage:** Property Damage Insurance as per policy.

**Limits of Liability:** \$25,000,000 Per occurrence except;  
 \$10,000,000 Flood, per occurrence, annual agg.  
 \$ 2,000,000 Earthquake, per occurrence, annual aggregate

**Valuation of Property:** Replacement Cost - Property  
 Functional Replacement Cost - Electronic Data  
 Processing Equipment

**Deductibles:** \$ 250,000 Per occurrence, All Perils, except:  
 2% Per unit of insurance for Windstorm, subject to \$250,000 Minimum per location, and \$750,000 Maximum per occurrence.  
 \$ 250,000 Per occurrence for Flood  
 2% Per unit of insurance for Earthquake, subject to \$250,000 minimum.  
 5 Day Waiting Period for Time Element, Earthquake only.

**Additional Insured and/or Loss Payee.**

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing Company will endeavor to mail sixty (60) days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the COMPANY, ITS AGENTS OR REPRESENTATIVES.

Date Issued: August 15, 1994

BY: \_\_\_\_\_

Passed and adopted by the Council of the City of National City, California,  
on ..... March 7, 1995 ..... by the following vote, to-wit:

Ayes: Councilmen ..... Beauchamp, Inzunza, Morrison, Zarate, Waters  
Nays: Councilmen ..... None  
Absent: Councilmen ..... None  
Abstain: Councilmen ..... None

AUTHENTICATED BY: ..... GEORGE H. WATERS  
..... Mayor of the City of National City, California



.....  
..... City Clerk of the City of National City, California

By: .....  
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 95-34 ..... of the City of National City, Calif., passed and adopted by the Council of said City on ..... March 7, 1995

(Seal) .....  
City Clerk of the City of National City, California

By: .....  
Deputy

## AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 7th day of March, 1995, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, hereinafter referred to as "TENANT."

### RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, July 17, 1990, and June 18, 1991.

B. LANDLORD and TENANT desire to amend Paragraph 10.2 of said Agreement pertaining to fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2 of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended to read as follows:

"10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

A. Tenant and Landlord agree that green fees and cart fees will be as follows:


<u>GREEN FEES</u>	<u>9 HOLES</u>	<u>REPLAY</u>
Weekdays - Regular	\$8.00	\$4.50
Weekdays - Seniors	5.50	3.00
Weekdays - Seniors (Non-National City Residents)	6.00	3.50
Thursday Senior Day	5.00	
Weekdays - Juniors	6.00	3.50


<u>GREEN FEES (Continued)</u>	<u>9 HOLES</u>	<u>REPLAY</u>
Weekends - Regular	10.00	6.00
Weekends - Seniors	7.00	4.50
Weekends - Seniors (Non-National City Residents)	8.00	4.50
Weekends - Juniors	8.00	4.50
Carts	8.00	5.00
Twilight (Weekdays)	7.00	
Twilight (Weekends)	8.50	
Super Twilight (Weekdays and Weekends)	5.50	
Range:		
X Large	7.00	
Large	4.00	
Small	3.00	

For purposes of this section, 'seniors' shall mean all persons 60 years old or older."

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, July 17, 1990, and on June 18, 1991, shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

  
George H. Waters, Mayor

APPROVED AS TO FORM:  
  
George H. Eiser, III  
City Attorney

AMERICAN GOLF CORPORATION

By:   
Executive Vice President

By:   
Assistant Secretary

National City Golf Course  
American Golf Corporation  
1439 Sweetwater Road  
National City, CA 92050

February 9, 1995

Mr. James E. Ruiz  
Director of Parks and Recreation  
City of National City  
140 East 12th Street  
National City, CA 92050

Dear Jim:

American Golf Corporation would like to propose the attached new rates for National City Golf Course to be effective April 1, 1995. As you can see by looking at the attached comparable rates for area courses we have attempted to continue to provide the customers at the Golf Course an exceptional value for their golfing dollar. We have not requested an increase in rates since 1991. Nonetheless, we have strived since that time to make major improvements to the course and practice facilities. Also, you should be aware that our maintenance costs to include seed, soil, fertilizers, utilities, supplies and labor have increased significantly since 1991. Our labor costs alone are running 10% over prior years due to salary increases, improvement project work force and rising employee benefit costs. This modest increase in selected rates will in no way compensate for our continued improvement of the facility but it will allow our rates to remain competitive with area golf courses. Please note that we are not requesting an increase in any senior rate category.

I hope you will find our proposal satisfactory and look forward to meeting with the Advisory Board on February 16, 1995 and hopefully going before the Council on March 7, 1995. If you have any questions or requests, please call me at 479-4141.

Sincerely,



Ricke Crochet  
General Manager

Attachments (3)

## PROPOSED RATES FOR NATIONAL CITY GOLF COURSE

### WEEKDAY

TYPE	CURRENT	PROPOSED
9 Hole	\$ 7.50	\$ 8.00
Replay	4.00	4.50
Twilight	6.00	7.00
Super Twilight	5.00	5.50
Senior Citizen	6.00	No Change
Senior Replay	3.50	No Change
Senior Resident	5.50	No Change
Senior Resident Replay	3.00	No Change
Juniors	6.00	No Change
Junior Replay	3.50	No Change
Thursday Senior Day	5.00	No Change

### WEEKEND

9 Hole	\$ 9.50	\$10.00
Replay	5.50	6.00
Twilight	7.50	8.50
Super Twilight	5.00	5.50
Senior Citizen	8.00	No Change
Senior Replay	4.50	No Change
Senior Resident	7.00	No Change
Senior Resident Replay	4.50	No Change
Juniors	8.00	No Change
Junior Replay	4.50	No Change

## COMPARATIVE RATE SURVEY FOR NATIONAL CITY GOLF COURSE

COURSE	18 HOLE		TWILIGHT	
	WEEKDAY	WEEKEND	WEEKDAY	WEEKEND
Bonita Golf Club	15.00	22.00	9.00	12.00
Chula Vista	18.00	24.00	12.00	14.00
Eastlake	29.00	45.00	20.00	20.00
Coronado	20.00	20.00	10.00	10.00
Mission Trails	20.00	27.00	13.00	16.00
Rancho San Diego (Ivan)	27.00	32.00	15.00	18.00
Rancho San Diego (MV)	24.00	28.00	15.00	18.00
Torrey Pines (County Res.)	24.50	27.00	12.50	12.50
Steel Canyon	40.00	50.00	27.00	30.00
Singing Hills (Both)	27.00	32.00	15.00	18.00

**IMPROVEMENTS  
1991 THROUGH JANUARY 1995**

Rebuilt and enlarged practice putting green.	\$ 5,000
Rework and resod #1 green	4,500
Installation of young trees throughout the golf course	5,900
Installed eight target greens on driving range	3,400
Winter rye overseeding of entire course (2 years)	6,000
Tee renovation #9, #5, #2, #6.	15,000
Protective netting #9 Tee and Green	4,400
Parking lot repair and striping	3,500
Upgrade irrigation system	7,000
Install pressure regulator valve in water line to city park (March 95)	4,000



**City of National City  
Office of the City Clerk**

1243 National City Boulevard, National City, CA 91950-4397  
Lori Anne Peoples - City Clerk (619) 336-4226

**MEMORANDUM**

**DATE:** April 28, 1995  
**TO:** Distribution  
**FROM:** City Clerk's Office  
**SUBJECT:** Corrected Resolution No. 95-34

Attached is a corrected copy of subject resolution with corrected amendment.

Please attach to the original certification sheet, and discard the resolution and amendment originally distributed on March 10, 1995.

RESOLUTION NO. 95-34


**RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE AN  
AMENDMENT TO AGREEMENT WITH AMERICAN GOLF CORPORATION  
PERTAINING TO FEES AT THE GOLF COURSE**

WHEREAS, on May 3, 1984, the City and American Golf Corporation entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, June 6, 1989, July 17, 1990, June 18, 1991, and May 4, 1993; and


WHEREAS, the City and American Golf Corporation desire to amend Paragraph 10.2.A of said Agreement pertaining to fees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute an Amendment to Agreement with American Golf Corporation pertaining to fees at the Las Palmas Municipal Golf Course. Said Amendment to Agreement is on file in the Office of the City Clerk.


**PASSED and ADOPTED** this 7th day of March, 1995.

  
George H. Waters, Mayor

ATTEST:

  
Lori Anne Peoples, City Clerk

APPROVED AS TO FORM:

  
George H. Eiser, III  
City Attorney

## AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 7th day of March, 1995, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, hereinafter referred to as "TENANT."

### RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, June 6, 1989, July 17, 1990, June 18, 1991, and May 4, 1993.

B. LANDLORD and TENANT desire to amend Paragraph 10.2.A of said Agreement pertaining to fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2.A of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" is hereby amended to read as follows:

"10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

A. Tenant and Landlord agree that green fees and cart fees will be as follows:


<u>GREEN FEES</u>	<u>9 HOLES</u>	<u>REPLAY</u>
Weekdays - Regular	\$8.00	\$4.50
Weekdays - Seniors	5.50	3.00
Weekdays - Seniors (Non-National City Residents)	6.00	3.50
Thursday Senior Day	5.00	
Weekdays - Juniors	6.00	3.50

<u>GREEN FEES (Continued)</u>	<u>9 HOLES</u>	<u>REPLAY</u>
Weekends - Regular	10.00	6.00
Weekends - Seniors	7.00	4.50
Weekends - Seniors (Non-National City Residents)	8.00	4.50
Weekends - Juniors	8.00	4.50
Carts	8.00	5.00
Twilight (Weekdays)	7.00	
Twilight (Weekends)	8.50	
Super Twilight (Weekdays and Weekends)	5.50	
Range:		
X Large	7.00	
Large	4.00	
Small	3.00	


For purposes of this section, 'seniors' shall mean all persons 60 years old or older."

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, June 6, 1989, July 17, 1990, June 18, 1991, and on May 4, 1993 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.


  
George H. Waters, Mayor

APPROVED AS TO FORM:

  
George H. Eiser, III  
City Attorney

AMERICAN GOLF CORPORATION

By:   
Executive Vice President

By:   
Assistant Secretary

National City Golf Course  
American Golf Corporation  
1439 Sweetwater Road  
National City, CA 91950

May 13, 1996

Mr. James Ruiz  
Director of Parks and Recreation  
City of National City  
140 East 12th Street  
National City, CA 91950

Dear Jim:

American Golf Corporation would like to propose the attached new rates for National City Golf Course to be effective after proper review and approval. We continue to compare our rates with other local courses with a view to making our rates at National City Golf Course an exceptional value for our customers. We are requesting increases in only four categories of play and have not requested increases in any senior or junior categories. We feel our proposal is fair and will allow us to help offset our rising maintenance costs such as seed, soil, fertilizers, utilities, supplies and labor.

Attached are comparable rates from other local courses showing that we are still a great bargain, as well as a listing of improvement projects completed during the past year. I hope you will find our proposal satisfactory. If you have any questions or requests, please call me at 479-4141.

Sincerely,



Ricke Crochet  
General Manager

Attachments (3)

## PROPOSED RATES FOR NATIONAL CITY GOLF COURSE

TYPE	CURRENT	PROPOSED
<b>WEEKDAY</b>		
9 Hole	\$8.00	\$8.50
Replay	4.50	5.00
Twilight	7.00	No Change
Super Twilight	5.50	6.00
Senior Citizen	6.00	No Change
Senior Replay	3.50	No Change
Senior Resident	5.50	No Change
Senior Resident Replay	3.00	No Change
Juniors	6.00	No Change
Junior Replay	3.50	No Change
Thursday Senior Day	5.00	No Change
Early Bird	5.00	6.00
<b>WEEKEND</b>		
9 Hole	\$10.00	\$11.00
Replay	6	No Change
Twilight	8.50	9.00
Super Twilight	5.50	6.00
Senior Citizen	8.00	No Change
Senior Replay	4.50	No Change
Senior Resident	7.00	No Change
Senior Resident Replay	4.50	No Change
Juniors	8.00	No Change
Junior Replay	4.50	No Change
Early Bird	6.00	7.00

**COMPARATIVE RATE SURVEY FOR NATIONAL CITY GOLF COURSE**

<b>COURSE</b>	<b>18 HOLE WEEKDAY/WEEKEND</b>		<b>TWILIGHT WEEKDAY/WEEKEND</b>	
<b>Bonita Golf Club</b>	<b>16.00</b>	<b>25.00</b>	<b>10.00</b>	<b>14.00</b>
<b>Chula Vista</b>	<b>20.00</b>	<b>26.00</b>	<b>12.00</b>	<b>15.00</b>
<b>Eastlake</b>	<b>32.00</b>	<b>47.00</b>	<b>20.00</b>	<b>33.00</b>
<b>Coronado</b>	<b>20.00</b>	<b>20.00</b>	<b>10.00</b>	<b>10.00</b>
<b>Mission Trails</b>	<b>22.00</b>	<b>29.00</b>	<b>15.00</b>	<b>22.00</b>
<b>Rancho San Diego (IVAN)</b>	<b>23.00</b>	<b>35.00</b>	<b>16.00</b>	<b>20.00</b>
<b>Rancho San Diego (MV)</b>	<b>20.00</b>	<b>32.00</b>	<b>16.00</b>	<b>20.00</b>
<b>Torrey Pines(County Res.)</b>	<b>24.50</b>	<b>27.00</b>	<b>12.00</b>	<b>12.00</b>
<b>Streel Canyon</b>	<b>46.00</b>	<b>60.00</b>	<b>35.00</b>	<b>40.00</b>
<b>Singing Hills (Both)</b>	<b>29.00</b>	<b>35.00</b>	<b>15.00</b>	<b>18.00</b>

**IMPROVEMENTS  
MAY 1995 THRU APRIL 1996**

<b>Tee Renovations, #'s 1, 7, 9</b>	<b>\$3,050</b>
<b>Winter Rye Overseed of entire course</b>	<b>6,000</b>
<b>New Pump Station</b>	<b>8,200</b>
<b>Resod part of driving range</b>	<b>510</b>
<b>Range Ball Dispensing Machine</b>	<b>6,000</b>
<b>New Sprikler Control Boxes</b>	<b>400</b>
<b>New Range Picker Cart</b>	<b>4,000</b>

**City of National City, California**  
**COUNCIL AGENDA STATEMENT**

**MEETING DATE** June 4, 1996

**AGENDA ITEM NO.** 1

**ITEM TITLE** RESOLUTION AMENDING CONTRACT WITH AMERICAN GOLF REFLECTING FEE ADJUSTMENTS FOR GREEN FEES.

**PREPARED BY** JIM RUI 

**DEPARTMENT** PARKS & RECREATION

**EXPLANATION**

American Golf Corporation has requested an increase in green fees for National City Golf Course. Their increases are in four play categories and do not affect either senior citizens or junior rates. Increases are between 50¢ and \$1. Comparable rates indicate that the National City course is still at the lowest end of the spectrum. A representative from American Golf will be present to answer any questions.

**Environmental Review**  N/A

**Financial Statement**

N/A

**Account No.** \_\_\_\_\_

**STAFF RECOMMENDATION**

Approval of request.

**BOARD/COMMISSION RECOMMENDATION**

Approval of request.

**ATTACHMENTS (Listed Below)**

**Resolution No.** 96-75

Letter from American Golf.

**RESOLUTION NO. 96-75**


**RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE AN  
AMENDMENT TO AGREEMENT WITH AMERICAN GOLF CORPORATION  
PERTAINING TO FEES AT THE GOLF COURSE**

WHEREAS, on May 3, 1984, the City and American Golf Corporation entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, June 6, 1989, July 17, 1990, June 18, 1991, May 4, 1993 and March 7, 1995; and

WHEREAS, the City and American Golf Corporation desire to amend Paragraph 10.2.A of said Agreement pertaining to fees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute an Amendment to Agreement with American Golf Corporation pertaining to fees at the Las Palmas Municipal Golf Course. Said Amendment to Agreement is on file in the Office of the City Clerk.


**PASSED and ADOPTED** this 4th day of June, 1996.

  
George H. Waters, Mayor

**ATTEST:**

  
LonAnne Peoples, City Clerk

**APPROVED AS TO FORM:**

  
George H. Eiser, III  
City Attorney

Passed and adopted by the Council of the City of National City, California, on June 4, 1996 by the following vote, to-wit:

Ayes: Council Members Beauchamp, Inzunza, Morrison, Zarate, Waters.

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY:

GEORGE H. WATERS

Mayor of the City of National City, California



[Redacted signature area]

By: \_\_\_\_\_  
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 96-75 of the City of National City, California, passed and adopted by the Council of said City on June 4, 1996.

\_\_\_\_\_  
City Clerk of the City of National City, California

By: \_\_\_\_\_  
Deputy

## AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 4th day of June, 1996, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, hereinafter referred to as "TENANT."

### RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, June 6, 1989, July 17, 1990, June 18, 1991, May 4, 1993 and March 7, 1995.

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A. Tenant and Landlord agree that green fees and cart fees will be as follows:

<u>GREEN FEES</u>	<u>9 HOLES</u>	<u>REPLAY</u>
Weekdays - Regular	\$8.50	\$5.00
Weekdays - Seniors	5.50	3.00
Weekdays - Seniors (Non-National City Residents)	6.00	3.50
Thursday Senior Day	5.00	
Weekdays - Juniors	6.00	3.50
Weekdays - Early Bird	6.00	


<u>GREEN FEES (Continued)</u>	<u>9 HOLES</u>	<u>REPLAY</u>
Weekends - Regular	11.00	6.00
Weekends - Seniors	7.00	4.50
Weekends - Seniors (Non-National City Residents)	8.00	4.50
Weekends - Juniors	8.00	4.50
Weekends - Early Bird	7.00	
Carts	8.00	5.00
Twilight (Weekdays)	7.00	
Twilight (Weekends)	9.00	
Super Twilight (Weekdays and Weekends)	6.00	
Range:		
X Large	7.00	
Large	4.00	
Small	3.00	


For purposes of this section, 'seniors' shall mean all persons 60 years old or older."

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended on July 2, 1985, April 8, 1986, May 24, 1988, June 6, 1989, July 17, 1990, June 18, 1991, May 4, 1993 and on March 7, 1995 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.


APPROVED AS TO FORM:

  
George H. Eiser, III  
City Attorney

  
George H. Waters, Mayor

AMERICAN GOLF CORPORATION

By:   
GENERAL MANAGER

By:   
OPERATIONS MANAGER

CERTIFICATE OF INSURANCE NO. 31

Broker: JOHNSON & HIGGINS OF CA. - 2029 CENTURY PARK EAST, LOS ANGELES, CA 90067

(1) This certificate is not an insurance policy and does not amend extend or alter the coverage afforded by the policies listed on this certificate, and (2) notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be concerned or may pertain, the insurance afforded by the policies listed on this certificate is subject to all the terms, exclusions and conditions of such policies. (California Insurance Code, Section 384)

NAME AND ADDRESS OF CERTIFICATE HOLDER:

City of National City  
1243 National City Blvd.  
National City, CA 92050-4397

NAME AND ADDRESS OF INSURED:

American Golf Corporation, Etal  
1633 - 26th Street  
Santa Monica, California 90404-4024

This is to certify that the policy(ies) of insurance listed below have been issued to the Insured named above and are in force at this time. Coverage subject to annual aggregate limits may be eroded by prior occurrences.

Type of Insurance: Real Property, Personal Property and Equipment including Golf carts.

Insurance Companies & Policy Numbers:

Lexington Ins. Co. #8791802  
Zurich American #MLP2038433-00  
Hartford Specialty #72XLSQG1086 & #72XLSQG1087

Policy Term: August 15, 1996 to August 15, 1997

Perils of Coverage: "All Risks" of Physical Damage including Earthquake & Flood.

Description of Coverage: Property Damage Insurance as per policy.

Limits of Liability: \$25,000,000 Per occurrence except;  
\$25,000,000 Flood, per occurrence, annual agg.  
\$ 3,000,000 Earthquake, per occurrence, annual aggregate

Valuation of Property: Replacement Cost - Property  
Functional Replacement Cost-Elect. Data Process. Equip.  
Actual Loss Sustained - Time Element

Deductibles: \$ 250,000 Per occurrence, All Perils, except:  
2% Per unit of insurance for Windstorm, subject to \$250,000 Minimum per location, and \$750,000 Maximum per occurrence.  
\$250,000 Per occurrence for Flood  
5% Per unit of insurance for Earthquake, subject to \$250,000 minimum, CA only.  
5 Day Waiting Period for Time Element, Earthquake only.

Certificate Holder is named as Loss Payee as their interest may appear.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing Company will endeavor to mail sixty (60) days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the COMPANY, ITS AGENTS OR REPRESENTATIVES.

Date Issued: August 19, 1996

BY: [Redacted Signature] George Hotaling

*City of National City? C86-17*

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) - 7/14/97

PRODUCER Larry D. Grix  
 AON RISK SERVICES, INC. OF SO. CALIFORNIA  
 707 WILSHIRE BOULEVARD, SUITE 6000  
 Los Angeles, California 90017  
 Tel: (213) 630-2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY A	LUMBERMANS MUTUAL CASUALTY COMPANY	AXIV
COMPANY B	FEDERAL INSURANCE COMPANY	A++XIV
COMPANY C		
COMPANY D		

INSURED  
 AMERICAN GOLF CORPORATION, ET AL.  
 2951 28th Street  
 Santa Monica, CA 90405-2961

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Liquor Liability	5AA038508-00 (\$200,000 Self-Insured Retention)	7/15/97	7/15/98	GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 1,800,000 PERSONAL & ADV INJURY \$ 1,800,000 EACH OCCURRENCE \$ 1,800,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	F5D006709-00 ALL STATES EXCEPT TEXAS, VIRGINIA F5D006711-00 TEXAS F5D006710-00 VIRGINIA (\$100,000 Deductible)	7/15/97	7/15/98	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> GKLL - \$300,000 Limit				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
B	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	98-7975-46-94	7/15/97	7/15/98	EACH OCCURRENCE \$ 19,000,000 AGGREGATE \$ 19,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	5BA038949-00	7/15/97	7/15/98	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
 Certificate Holder is included as an Additional Insured as respects the lease of National City Golf Course, 1439 Sweetwater Road, National City, CA 91950.

CERTIFICATE HOLDER  
 City of National City  
 1243 National City Blvd.  
 National City, CA 92050-4397

CANCELLATION \*Except 10 Days for Non-Payment of Premium  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE

City of National City, California  
**COUNCIL AGENDA STATEMENT**

**MEETING DATE** January 19, 1999

**AGENDA ITEM NO.** 3

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT WITH AMERICAN GOLF CORPORATION PERTAINING TO FEES AT THE GOLF COURSE

**PREPARED BY** JIM RUIZ 

**DEPARTMENT** PARKS AND RECREATION

**EXPLANATION**

Attached letter from the Regional Manager of American Golf Corporation requests an increase in fees for the National City Golf Course to become effective February 1, 1999. The average increase is 50¢ to \$1. The last increase was in June 1996. The memo also explains the recent course improvements and the 1999 Capital Improvements that are planned for the course.

**Environmental Review**  N/A

**Financial Statement**

N/A

**Account No.** \_\_\_\_\_

**STAFF RECOMMENDATION**

Approval

**BOARD/COMMISSION RECOMMENDATION**

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**ATTACHMENTS (Listed Below)**

**Resolution No.** 99-4

Letter from American Golf Corporation Regional Manager

**RESOLUTION NO. 99 - 4**

**RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF NATIONAL CITY AUTHORIZING THE MAYOR  
TO EXECUTE AN AMENDMENT TO THE AGREEMENT  
WITH AMERICAN GOLF CORPORATION PERTAINING TO  
FEES AT THE LAS PALMAS MUNICIPAL GOLF COURSE**

**WHEREAS**, on May 3, 1984, the City and American Golf Corporation entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on various dates, with the last amendment occurring on June 4, 1996; and


**WHEREAS**, the City and American Golf Corporation desire to amend Paragraph 10.2.A of said Agreement pertaining to fees, to be effective February 1, 1999.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of National City that the Mayor is hereby authorized to execute an Amendment to Agreement with American Golf Corporation pertaining to fees at the Las Palmas Municipal Golf Course. Said Amendment to Agreement is on file in the Office of the City Clerk.


**PASSED and ADOPTED** this 19<sup>th</sup> day of January, 1999.

  
George H. Waters, Mayor

**ATTEST:**

  
Michael R. Dalla /  
City Clerk

**APPROVED AS TO FORM:**

  
George H. Eiser, III  
City Attorney

Passed and adopted by the Council of the City of National City, California, on January 19, 1999, by the following vote, to-wit:

Ayes: Councilmembers Beauchamp, Inzunza, Morrison, Soto, Waters.

Nays: None.

Absent: None.

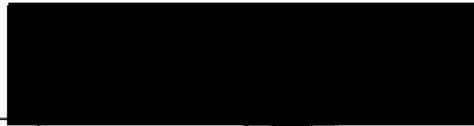
Abstain: None.

AUTHENTICATED BY:

GEORGE H. WATERS

Mayor of the City of National City, California



  
City Clerk of the City of National City, California

By: \_\_\_\_\_  
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 99-4 of the City of National City, California, passed and adopted by the Council of said City on January 19, 1999.

\_\_\_\_\_  
City Clerk of the City of National City, California

By: \_\_\_\_\_  
Deputy

## AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 19<sup>th</sup> day of January, 1999, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, hereinafter referred to as "TENANT."

### RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on various dates, with the last amendment occurring on June 4, 1996.

B. LANDLORD and TENANT desire to amend Paragraph 10.2.A of said Agreement pertaining to fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2.A of the "Lease and Operating Agreement of Las Palmas Municipal Golf Course" is hereby amended, effective February 1, 1999, to read as follows:

"10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

A. TENANT and LANDLORD agree that green fees and cart fees will be as follows:

<u>GREEN FEES</u>	<u>9 HOLES</u>	<u>REPLAY</u>
Weekdays - Regular	\$9.00	\$6.00
Weekdays - Seniors	\$6.00	\$3.00
Weekdays - Seniors (Non-National City Residents)	\$7.00	\$4.00
Weekdays - Juniors	\$6.50	\$4.00
Super Twilight	\$7.00	
Weekends - Regular	\$12.00	\$7.00
Weekends - Seniors	\$8.00	\$5.00
Weekends - Seniors (Non-National City Residents)	\$9.00	\$5.00
Weekends - Juniors	\$8.50	\$5.00
Carts	\$9.00	\$15.00
Super Twilight (Weekdays and Weekends)	\$7.00	

GREEN FEES (Continued)

9 HOLES


Range:

X Large	\$7.00
Large	\$4.00
Small	\$3.00


For purposes of this section, 'seniors' shall mean all persons 60 years old or older."

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended, shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

  
George H. Waters, Mayor

APPROVED AS TO FORM:

  
George H. Eiser, III  
City Attorney

AMERICAN GOLF CORPORATION

By:   
General Manager

By:   
Operations Manager



American Golf Corporation<sup>®</sup>

December 28, 1998

Mr. Jim Ruiz  
Director, Parks and Recreation  
City of National City  
140 E. 12th St. Ste. A  
National City, CA 91950

Dear Jim:

As per our conversation regarding the 1999 green fee rates at National City Golf Course, American Golf would like to propose a fee increase effective February 1, 1999.

I have outlined below the 1998 Course Improvements, 1999 Capital Improvements, attached the 1999 Proposed Rate Schedule and Comparable Rate Survey.

**1998 Course Improvements:**

- Sod replacement on fairways 2,3,4,7,8 and 9.
- Sod replacement on tees 1,4,6 and 9.
- Roof repair on maintenance building.
- New submersible pump motor.
- Replaced fence posts near Condos on # 7.
- Added curbs to cart paths # 4 tee.


Improvements cost: \$23,000

**1999 Capital Improvements:**

- Turf Driving Range and Replace Netting.
  - Course Turf Improvement.
- Budgeted \$215,000 to complete these major projects.

Jim, please call me at your earliest convenience to discuss our proposal.

Sincerely,

  
Ron Gorski, Regional Manager  
American Golf

**National City Golf Course Proposed Rates**

<i>Weekday</i>	<i>Current</i>	<i>Replay</i>	<i>Proposed</i>	<i>Replay</i>
9-Holes	8.50	5.00	9.00	6.00
Seniors	6.00	3.50	7.00	4.00
Seniors NC	5.50	3.00	6.00	3.00
Juniors	6.00	3.50	6.50	4.00
Super Twi.	6.00		7.00	

*Weekend*

9-Holes	11.00	6.00	12.00	7.00
Seniors	8.00	4.50	9.00	5.00
Seniors NC	7.00	4.50	8.00	5.00
Juniors	8.00	4.50	8.50	5.00
Super Twi.	6.00		7.00	

*Carts*

	<i>Current</i>	<i>Proposed</i>
9-Holes	8.00	9.00
18-Holes	14.00	15.00

The senior resident rates at National City have not increased since March of 1995.

### Comparable Rate Survey

	<i>Weekday</i>	<i>Weekend</i>
Chula Vista	9.00 r 11.00 n/r	11.50 r 14.50 n/r
Bonita	11.00	15.00
Balboa	6.00 r 15.00 n/r	9.00 r 15.00 n/r
Mission Bay	10.00	12.00

\* r indicates resident rate, n/r indicates non-resident rate.



**City of National City  
Office of the City Clerk**

1243 National City Boulevard, National City, CA 91950-4397  
Michael R. Dalla - City Clerk  
(619) 336-4226 Fax (619) 336-4376

January 26, 1999

Mr. Rocco Tannone  
Operations Manager  
American Golf Corporation  
2951 28th Street  
Santa Monica, CA 90405-2961

Dear Mr. Tannone:

We are enclosing a certified copy of Resolution No. 99-4 of the City Council of the City of National City, which was passed and adopted on January 19, 1999. The Resolution authorized the Mayor to execute an Amendment to the Agreement, enclosed, with American Golf Corporation pertaining to fees at the Las Palmas Municipal Golf Course.

Sincerely,

Michael R. Dalla  
City Clerk

MRD/mla  
Enclosure

cc: Parks & Recreation

086-17 / 702-7-1



**City of National City  
Office of the City Attorney**

1243 National City Boulevard, National City, CA 91950-4301  
George H. Eiser, III • City Attorney  
(619) 336-4220 FAX (619) 336-4327 TDD (619) 336-1615

TO: Mayor and City Council

DATE: April 4, 2000


FROM: City Attorney

SUBJECT: Extension of Lease for Las Palmas Golf Course

The current term of the lease of Las Palmas Golf Course with American Golf Corporation expires on August 31, 2000. The original lease term expired August 31, 1990, and was extended for two additional five-year terms. The lease states:

*Provided tenant has fully complied with all the obligations contained in this lease, Tenant will have the option to extend this Lease at the end of the initial term for seven 5-year terms by giving the Landlord written notice of such desire six (6) months before the end of the particular term in question.*

I have received a letter from Theodore F. Kahan, General Counsel for American Golf Corporation, stating American Golf's desire to extend the lease from September 1, 2000 through August 31, 2005. The Director of Parks and Recreation confirms that American Golf has fully complied with all the obligations contained in the lease during the extended lease term. Since the lease provides the lessee an option to "extend" the present lease, rather than "renewing" the lease (i.e. entering into a new lease), no action by the City is required for the extension to take effect.

  
\_\_\_\_\_  
GEORGE H. EISER, III  
City Attorney

GHE/gmo

cc: City Manager  
Director of Parks and Recreation  
✓ City Clerk  
Theodore F. Kahan, Esq.

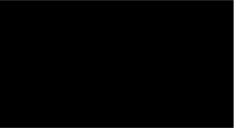
City of National City, California  
COUNCIL AGENDA STATEMENT

C86-17/70271

MEETING DATE March 12, 2002

AGENDA ITEM NO. 8

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT WITH AMERICAN GOLF CORPORATION PERTAINING TO FEES AT THE GOLF COURSE.

**PREPARED BY** Jim Rui  **DEPARTMENT** Parks & Recreation

**EXPLANATION**

Attached letter from the General Manager of the National City Golf Course requests an increase in fees for the golf course to be effective April 1, 2002. The average increase is \$1 for nine holes.

The last increase in fees was February, 1999, three years ago. These requested increases will still result in our fees being the lowest in the County.

The letter also explains recent course improvements and capital improvements for 2002.

**Environmental Review**  N/A

**Financial Statement**

N/A

**Approved By:** \_\_\_\_\_  
Finance Director

**Account No.** \_\_\_\_\_

**STAFF RECOMMENDATION**

Approval

**BOARD / COMMISSION RECOMMENDATION**

Approval

**ATTACHMENTS ( Listed Below )**

Letter from American Golf

**Resolution No.** 2002-31

RESOLUTION NO. 2002 - 31


RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE AN  
AMENDMENT TO THE AGREEMENT BETWEEN THE  
CITY OF NATIONAL CITY AND AMERICAN GOLF  
CORPORATION PERTAINING TO FEES AT THE  
LAS PALMAS MUNICIPAL GOLF COURSE

WHEREAS, on May 3, 1984, the City and American Golf Corporation entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on various dates, with the last amendment occurring on February 1, 1999; and

WHEREAS, the City and American Golf Corporation desire to amend Paragraph 10.2.A of said Agreement pertaining to fees, to be effective April 1, 2002.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute an Amendment to the Agreement with American Golf Corporation pertaining to fees at the Las Palmas Municipal Golf Course. Said Amendment to Agreement is on file in the Office of the City Clerk.


PASSED and ADOPTED this 12<sup>th</sup> day of March, 2002.

  
George H. Waters, Mayor

ATTEST:

  
Michael R. Dalla  
City Clerk

APPROVED AS TO FORM:

  
George H. Eiser, III  
City Attorney

Passed and adopted by the Council of the City of National City, California, on March 12, 2002, by the following vote, to-wit:

Ayes: Councilmembers Beauchamp, Morrison, Zarate, Waters.

Nays: Councilmember Inzunza.

Absent: None.

Abstain: None.

AUTHENTICATED BY:

GEORGE H. WATERS

Mayor of the City of National City, California

MICHAEL R. DALLA

City Clerk of the City of National City, California

By: \_\_\_\_\_  
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2002-31 of the City of National City, California, passed and adopted by the Council of said City on March 12, 2002.



\_\_\_\_\_  
City Clerk of the City of National City, California

By: \_\_\_\_\_  
Deputy

## AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 12<sup>th</sup> day of February, 2002, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, hereinafter referred to as "TENANT."

### RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on various dates, with the last amendment occurring on February 1, 1999.

B. LANDLORD and TENANT desire to amend Paragraph 10.2.A of said Agreement pertaining to fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2.A of the "Lease and Operating Agreement of Las Palmas Municipal Golf Course" is hereby amended, effective April 1, 2002, to read as follows:

"10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

A. TENANT and LANDLORD agree that green fees and cart fees will be as follows:

<u>GREEN FEES</u>	<u>9 HOLES</u>	<u>REPLAY</u>
Weekdays - Regular	\$10.00	\$7.00
Weekdays - Seniors	\$7.00	\$4.50
Weekdays - Seniors (Non-National City Residents)	\$8.00	\$4.50
Weekdays - Juniors	\$7.00	\$4.50
Super Twilight	\$8.00	
Weekends - Regular	\$14.00	\$8.00
Weekends - Seniors	\$8.00	\$5.50
Weekends - Seniors (Non-National City Residents)	\$10.00	\$5.50
Weekends - Juniors	\$9.00	\$5.50
Carts	\$10.00	\$15.00

GREEN FEES (Continued)

9 HOLES

Range:

Range prices per ball:

\$0.08

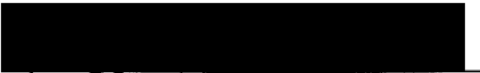
For purposes of this section, 'seniors' shall mean all persons 60 years old or older."

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

  
George H. Waters, Mayor

APPROVED AS TO FORM:

  
George H. Eiser, III  
City Attorney

AMERICAN GOLF CORPORATION

By: \_\_\_\_\_  
General Manager

By: \_\_\_\_\_  
Operations Manager

National City Golf Course  
American Golf Corporation  
1439 Sweetwater Road  
National City, CA 91950

February 15, 2002

Mr. Jim Ruiz  
Director, Parks and Recreation  
City of National City  
140 E. 12<sup>th</sup> Street, Suite A  
National City, CA 91950

Dear Jim:

As per our conversation regarding the 2002 rates at National City Golf Course, American Golf Corporation would like to propose a fee increase effective April 1, 2002.

I have outlined below the 2000-2001 Course Improvements, 2002 Capital Improvements, attached the 2002 Proposed Rate Schedule and Comparable Rate Survey.

**2000-2001 Course Improvements:**

- Irrigation replacement on fairways 1,3,5,7, and 8.
- Sod replacement on tees 4, 7 and 8.
- Sod replacement on fairways 7 and 8.
- Irrigation system installed at the entrance along Sweetwater Road.
- Replaced water pump station on the #3 tee.
- Re-painted the ceiling inside the clubhouse.
- Roof repair on the clubhouse building.
- Air conditioner replacement in the clubhouse.

**2002 Capital Improvements:**

- Replacing tile in clubhouse restrooms.
- New sand for the sand traps.
- Irrigation improvements.
- Control valve for the pump station
- Replacing fence by the swimming pool on the 6<sup>th</sup> hole.

238,000 budgeted for completion of these projects.

Jim, please call me at your earliest convenience to discuss our proposal.

Sincerely,

  
Michael Linck  
General Manager  
American Golf Corporation

# Comparative Rate Survey:

Course: National City Golf Course

As of: 2/15/02

Comparative Rate survey for executive golf courses and local municipal golf courses.

	National City	Tecolote Golf Course	Lomas Executive	Mission Bay	Balboa Municipal	Bonita Golf Course	Chula Vista Golf Course
Location/Quality Rating							
Distance from Your Course	0 miles	15 miles	21 miles	11 miles	9 miles	4 miles	2 miles
Type of Course	Executive	Executive	Executive	Executive	18/9 hole	18 hole	18 hole

Course Characteristics & Conditions	No. Holes	9	18	18	18	18	18	18
Yardage		2,197	3,166	2,431	3,000	6,200	6,200	6,500

Driving Range	Number Of Stations	22	30	0	48	20	40	22
(G) Grass, (M) Mats, or Both	Mats		Both	0	Both	Mats	Both	Grass
Night Lighting		Yes	Yes	0	Yes	No		No

	National City	Tecolote Golf Course	Lomas Executive	Mission Bay	Balboa Municipal	Bonita Golf Course	Chula Vista Golf Course
Green Fees							
18 hole weekday - Resident	\$15.00	\$18.50	\$21.50	\$18.00	\$20.00	\$22.00	\$21.00
18 Hole weekend - Resident	\$19.00	\$23.50	\$25.50	\$22.00	\$22.00	\$34.00	\$28.00
Twil-light weekdays	\$7.00	\$16.50	\$17.50	N/A	\$11.00	\$15.00	\$12.50
Twil-light Weekends	\$7.00	\$20.50	\$21.50	N/A	\$11.00	\$22.00	\$22.50
9 Hole Weekday	\$9.00	N/A	N/A	\$11.00	\$7.50	\$14.00	\$9.50
9 Hole Weekend	\$12.00	N/A	N/A	\$14.00	N/A	\$20.00	N/A
18 hole Senior Weekday	\$11.00	\$16.50	N/A	\$16.00	N/A	N/A	Residents
18 hole Senior Weekend	\$14.00	\$16.50	N/A	\$16.00	N/A	N/A	Residents
9 Hole Senior Weekday	\$7.00	N/A	N/A	\$10.00	\$7.50	N/A	N/A
9 Hole Senior Weekend	\$9.00	N/A	N/A	\$14.00	N/A	N/A	N/A

Peak Season Cart Fee (Full Cart)	18 hole weekday	\$7.50	\$12.00	\$12.00	\$11.00	\$11.50	\$12.00	\$13.00
	18 hole weekend	\$7.50	\$12.00	\$12.00	\$11.00	\$11.50	\$12.00	\$13.00
	9 Hole Weekday	\$4.50	N/A	N/A	N/A	N/A	N/A	N/A
	9 Hole Weekend	\$4.50	N/A	N/A	N/A	N/A	N/A	N/A

# Comparative Rate Survey:

Course: National City Golf Course

As of: 2/15/02

Comparative Rate survey for executive golf courses and local municipal golf courses.

	National City	Coronado Golf Course	Mission Trails	Eastlake Golf Course	Auld Golf Course		
Location/Quality Rating							
Distance from Your Course	0 miles	10 miles	14 miles	6 miles	7 miles		
Type of Course	Executive	18 holes	18 holes	18 holes	18 holes		

Course Characteristics & Conditions	No. Holes	9	18	18	18	18		
Yardage		2,197	6,500	6,000	6,600	6,850		

Driving Range	Number Of Stations	22	30	0	48	20		
(G) Grass, (M) Mats, or Both	Mats		Both	0	Both	Mats		
Night Lighting	Yes		Yes	0	Yes	No		

	National City	Coronado Golf Course	Mission Trails	Eastlake Golf Course	Auld Golf Course	0	0
Green Fees							
18 hole weekday - Resident	\$15.00	\$20.00	\$22.00	\$50.00	\$45.00		
18 Hole weekend - Resident	\$19.00	\$22.00	\$32.00	\$65.00	\$69.00		
Twil-light weekdays	\$7.00	\$10.00	\$16.00	\$31.00	\$35.00		
Twil-light Weekends	\$7.00	\$10.00	\$21.00	\$41.00	\$49.00		
9 Hole Weekday	\$9.00	N/A	\$14.00	N/A	N/A		
9 Hole Weekend	\$12.00	N/A	N/A	N/A	N/A		
18 hole Senior Weekday	\$11.00	N/A	\$16.00	N/A	\$39.00		
18 hole Senior Weekend	\$14.00	N/A	\$26.00	N/A	N/A		
9 Hole Senior Weekday	\$7.00	N/A	\$14.00	N/A	N/A		
9 Hole Senior Weekend	\$9.00	N/A	N/A	N/A	N/A		

Peak Season	18 hole weekday	\$7.50	\$14.00	\$12.00	incl.	incl.		
Cart Fee	18 hole weekend	\$7.50	\$14.00	\$12.00	incl.	incl.		
(Full Cart)	9 Hole Weekday	\$4.50	N/A	N/A	N/A	N/A		
	9 Hole Weekend	\$4.50	N/A	N/A	N/A	N/A		

# Comparative Rate Survey:

Course: National City Golf Course

As of: 2/15/02

## Comparative Rate survey for local Driving Ranges

	National City	Chula Vista Golf Course	Bonita Range	Palms Range	Bonita Golf Course		
Location/Quality Rating							
Distance from Your Course	0 miles	2 miles	1.5 miles	5 miles	3 miles		
Type of Course	Executive	18 holes	Range	Range	18 holes		

Driving Range	Number Of Stations	22	20	48	22	40		
(G) Grass, (M) Mats, or Both	Mats	Mats	Grass	Both	Both	Both		
Night Lighting	Yes	Yes	No	Yes	Yes	No		

	National City	Chula Vista Golf Course	Bonita Range	Palms Range	Bonita Golf Course		
Range Fees							
Small Bucket(price per ball)	\$0.06	\$0.08	\$0.12	N/A	\$0.08		
Medium Bucket(price per ball)	\$0.06	\$0.08	\$0.09	\$0.08	\$0.07		
Large Bucket(price per ball)	\$0.06	\$0.08	\$0.08	\$0.07	\$0.07		

## National City Golf Course Proposed Rates

### Green Fees-Weekday

<i>Weekday</i>	<i>Current</i>	<i><u>Proposed</u></i>	<i>Replay</i>	<i><u>Proposed Replay</u></i>
9-Holes	\$9.00	\$10.00	\$6.00	\$7.00
Juniors	\$6.50	\$7.00	\$4.00	\$4.50
NC Seniors	\$6.00	\$7.00	\$4.00	\$4.50
Seniors	\$7.00	\$8.00	\$4.00	\$4.50
Twilight	\$7.00	\$8.00		

### Green Fees-Weekend

<i>Weekday</i>	<i>Current</i>	<i><u>Proposed</u></i>	<i>Replay</i>	<i><u>Proposed Replay</u></i>
9-Holes	\$12.00	\$14.00	\$7.00	\$8.00
Juniors	\$8.50	\$9.00	\$5.00	\$5.50
NC Seniors	\$7.00	\$8.00	\$5.00	\$5.50
Seniors	\$9.00	\$10.00	\$5.00	\$5.50
Twilight	\$7.00	\$9.00		

### Cart Fees

<i>Carts</i>	<i>Current</i>	<i><u>Proposed</u></i>
9-Holes	\$4.50	\$7.00
18-Holes	\$7.50	\$10.00

### Range

<i>Range</i>	<i>Current</i>	<i><u>Proposed</u></i>
Range prices per ball:	\$0.06	\$0.08

List of Key Expenses between 1999-2002

**Payroll Expenses-**

- 1) Minimum Wage increased from \$5.75-\$6.75
  - a) \$7,280 increase per year for our cart attendants.
  - b) \$2,184 increase per year in our Food and Beverage Department.

***\$9,464.00 increase per year on payroll wages. This will continue to increase.***

---

**Power rates increase-**

- 1) Our total charges from March 00-Jan 01 was \$12,300
- 2) Our total charges from March 01-Jan 02 was \$14,061

---

**Maintenance Equipment-**

All maintenance products continue to be on the rise. Sand, seed, fertilizer, sod, etc. costs continue to escalate over 1999 prices.

<b>Product</b>	<b>1999 Price</b>	<b>2002 Price</b>
Fertilizer	\$14 pound	\$27 pound
Sanitation	\$175 month	\$227 month
Water	\$500 acre/foot	\$750 acre/foot
Soil	\$40 pound	\$55 pound
Seed	\$.18	\$.29

These are just a small sample of the escalating prices maintaining the golf course.

---

**Food and Beverage Costs-**

Over the last three years food and beverage costs continue to be on the rise.

Beverage products have increased \$.13 since Dec. 1999.

Packaged and non-packaged products have increased \$.10-\$1.00 (depending on the product) since Dec. 1999.

---



**City of National City  
Office of the City Clerk**

1243 National City Boulevard, National City, CA 91950-4397  
Michael R. Dalla, CMC - City Clerk  
(619) 336-4228 Fax: (619) 336-4229

March 21, 2002

Mr. Rocco Tannone  
Operations Manager  
American Golf Corporation  
2951 28<sup>th</sup> Street  
Santa Monica CA 90405-2961

Dear Mr. Tannone,

On March 12, 2002, Resolution No. 2002-31 was passed and adopted by the City Council of the City of National City, authorizing the Mayor to execute an amendment to the agreement between the City of National City and American Golf Corporation pertaining to fees at the Las Palmas Municipal Golf Course.

We are enclosing for your records a certified copy of the above Resolution and two Amendments to Agreement. Please sign both agreements and return one fully executed agreement to our office in the enclosed self-addressed, stamped envelope.

Sincerely,

Deputy City Clerk

/mla  
Enclosure

File No. C86-17

c 86-17



**American Golf Corporation®**

March 29, 2002

Martha L. Alvarez  
Deputy City Clerk  
City of National City  
1243 National City Boulevard  
National City, California 91950-4397

Re: Las Palmas Municipal Golf Course  
Amendment to Agreement

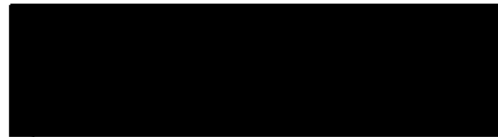
Dear Ms. Alvarez:

Pursuant to your letter of March 21, enclosed is one fully-executed original of the Amendment to Agreement dated February 12, 2002. We have retained the other original for our files. As we discussed, the rates for the Carts were incorrect as shown, and I have revised the information on both originals of the Amendment to reflect the correct rates.

Should you have any questions, please do not hesitate to call me at (310) 664-4292.

Very truly yours,

**AMERICAN GOLF CORPORATION**



Dona Tanaka  
Director of Legal Affairs

cc: Stuart Hayden (w/enclosure)  
Brian Jackson (w/enclosure)

## AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered this 12<sup>th</sup> day of February, 2002, by and between the City of National City, a municipal corporation, hereinafter referred to as "LANDLORD," and American Golf Corporation, hereinafter referred to as "TENANT."

### RECITALS

This Amendment to Agreement is made with reference to the following recitals:

A. On May 3, 1984, LANDLORD and TENANT entered into a "Lease and Operating Agreement for the Las Palmas Municipal Golf Course," and said Agreement was subsequently amended on various dates, with the last amendment occurring on February 1, 1999.

B. LANDLORD and TENANT desire to amend Paragraph 10.2.A of said Agreement pertaining to fees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 10.2.A of the "Lease and Operating Agreement of Las Palmas Municipal Golf Course" is hereby amended, effective April 1, 2002, to read as follows:

"10.2. All fees charged to patrons at the demised Premises will be comparable to those fees charged by comparable competing Southern California public golf courses for similar goods and services and facilities.

A. TENANT and LANDLORD agree that green fees and cart fees will be as follows:

<u>GREEN FEES</u>	<u>9 HOLES</u>	<u>REPLAY</u>
Weekdays - Regular	\$10.00	\$7.00
Weekdays - Seniors	\$7.00	\$4.50
Weekdays - Seniors (Non-National City Residents)	\$8.00	\$4.50
Weekdays - Juniors	\$7.00	\$4.50
Super Twilight	\$8.00	
Weekends - Regular	\$14.00	\$8.00
Weekends - Seniors	\$8.00	\$5.50
Weekends - Seniors (Non-National City Residents)	\$10.00	\$5.50
Weekends - Juniors	\$9.00	\$5.50
Carts Per Player	<del>\$10.00</del> \$ 7.00	<del>\$15.00</del> \$10.00

GREEN FEES (Continued)

9 HOLES

Range:

Range prices per ball:

\$0.08


For purposes of this section, 'seniors' shall mean all persons 60 years old or older."

2. Except as otherwise provided herein, all of the terms and conditions of the "Lease and Operating Agreement for Las Palmas Municipal Golf Course" dated May 3, 1984, and as subsequently amended, shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.


  
George H. Waters, Mayor

APPROVED AS TO FORM:

  
George H. Eiser, III  
City Attorney

AMERICAN GOLF CORPORATION

By:   
Edward R. Sause  
Vice Chairman & CFO

By:   
Dona Tanaka  
Secretary



**City of National City  
Office of the City Clerk**

1243 National City Boulevard, National City, California 91950-4397  
Michael R. Dalla, CMC - City Clerk  
(619) 336-4228 Fax: (619) 336-4229

October 21, 2002

Dona Tanaka  
American Golf Corporation, Secretary  
2951 28<sup>th</sup> Street  
Santa Monica CA 90405-2961


Mr. Edward R. Sause  
Chief Financial Officer  
American Golf Corporation, Manager  
2951 28<sup>th</sup> Street  
Santa Monica CA 90405-2961

Dear Ms. Tanaka and Mr. Sause,

On October 15, 2002, Resolution No. 2002-157 was passed and adopted by the City Council of the City of National City, authorizing the Mayor to execute an Assignment and Delegation Agreement with American Golf Corporation and AGC Operating Company, LLC.

We are hereby enclosing the above referenced Resolution and one fully executed original Assignment and Delegation Agreement.

Sincerely,

  
Martha L. Alvarez  
Deputy City Clerk

/mla  
Enclosure

cc: Public Works

File No. C86-17/702-7-1

RESOLUTION NO. 2002 - 157

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE AN  
ASSIGNMENT AND DELEGATION AGREEMENT  
WITH AMERICAN GOLF CORPORATION AND  
AGC OPERATING COMPANY, LLC

WHEREAS, on May 3, 1984, American Golf Corporation entered into a written lease and operating agreement, with the City, hereinafter referred to as "the Agreement", for the lease and operation of the Las Palmas Municipal Golf Course in National City, California; and

WHEREAS, American Golf Corporation wishes to assign to AGC Operating Company, LLC, its rights and delegate its duties under the Agreement with the City; and



WHEREAS, AGC Operating Company, LLC, is willing to accept and assume said assignment of rights and delegation of duties, and the City is willing to consent to said assignment and delegation and to the acceptance and assumption of said assignment and delegation by AGC Operating Company, LLC.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute an Assignment and Delegation Agreement with American Golf Corporation and AGC Operating Company, LLC. Said Agreement is on file in the office of the City Clerk.


PASSED and ADOPTED this 15<sup>th</sup> day of October, 2002.

  
George H. Waters, Mayor

ATTEST:

  
  
Michael R. Dalla  
City Clerk

APPROVED AS TO FORM:

  
George H. Eiser, III  
City Attorney

Passed and adopted by the Council of the City of National City, California, on October 15, 2002, by the following vote, to-wit:

Ayes: Councilmembers Beauchamp, Inzunza, Morrison, Zarate, Waters.

Nays: None.

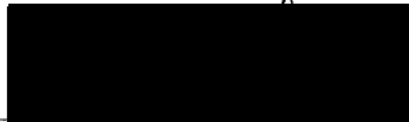
Absent: None.

Abstain: None.

AUTHENTICATED BY:

GEORGE H. WATERS

Mayor of the City of National City, California



City Clerk of the City of National City, California

By: \_\_\_\_\_  
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2002-157 of the City of National City, California, passed and adopted by the Council of said City on October 15, 2002.

\_\_\_\_\_  
City Clerk of the City of National City, California

By: \_\_\_\_\_  
Deputy

## ASSIGNMENT AND DELEGATION AGREEMENT

This Assignment and Delegation Agreement ("Agreement") is made and entered into this 15th day of October, 2002, by and between AMERICAN GOLF CORPORATION, a California corporation, hereinafter referred to as "Assignor," and AGC OPERATING COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Assignee," and the CITY OF NATIONAL CITY, a municipal corporation, hereinafter referred to as "City."

### RECITALS

A. On May 3, 1984, Assignor entered into a written lease and operating agreement with City hereinafter referred to as "the Agreement", for the lease and operation of the Las Palmas Municipal Golf Course in National City, California.

B. Assignor wishes to assign to Assignee its rights and delegate its duties under the Agreement with City. Assignee is willing to accept and assume said assignment of rights and delegation of duties, and City is willing to consent to said assignment and delegation by Assignor, and to the acceptance and assumption of said assignment and delegation by Assignee, all subject to the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby agreed to the parties hereto as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Agreement. By this assignment, Assignor further delegates to Assignee all of Assignor's duties and obligations of performance of the Agreement.
2. Assignee hereby accepts, assumes and agrees to perform all duties and obligations that Assignor has under the Agreement, as if Assignee had been an original party to the Agreement.
3. City hereby consents to the above assignment of rights and delegation of duties by Assignor, and to the acceptance and assumption of said assignment of rights and delegation of duties by Assignee.
4. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors, and assigns of the parties to this Assignment.
5. This Assignment may be amended only by a writing signed by the parties hereto.
6. This Assignment shall be governed by and construed in accordance with the laws of California.

7. The parties have the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby. All requisite action (corporate, trust, partnership or otherwise) has been taken by the parties in connection with the entering into this Agreement. No consent of any judicial or administrative body, governmental authority or other party, entity or person is required. The individuals executing this Agreement on behalf of the parties have the legal power, right, and actual authority to bind the parties to the terms and conditions hereof and thereof. This Agreement shall be a valid, legally binding obligation of and enforceable against the parties in accordance with its terms.


8. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

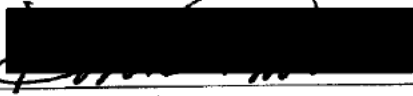
9. The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Delegation Agreement on the date and year first above written.

CITY OF NATIONAL CITY


AMERICAN GOLF CORPORATION,  
Assignor


By:   
George H. Waters, Mayor

By:   
Dona Tanaka  
Secretary  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

AGC OPERATING COMPANY, LLC, Assignee

By:   
George H. Eiser, III  
City Attorney

By:   
Edward R. Sause  
Title: Chief Financial Officer  
American Golf Corporation,  
Manager

City of National City, California  
**COUNCIL AGENDA STATEMENT**

C86-17  
702-7-1

**MEETING DATE** December 3, 2002

**AGENDA ITEM NO.** 11

**ITEM TITLE**

APPROVAL OF ESTOPPEL CERTIFICATE FOR AMERICAN GOLF CORPORATION

**PREPARED BY**

JIM RUIZ

**DEPARTMENT**

Parks and Recreation

**EXPLANATION**

American Golf Corporation, the operator of the Las Palmas Golf Course pursuant to a lease with the City, has agreed to be purchased by an investor group led by Goldman Sacha and Starwood Capital. American Golf has been requested by the buyer to obtain an "Estoppel Certificate" from the City, stating that the lease is still valid, that American Golf is not in default, and stating the rent amount.

**Environmental Review**  X  N/A

**Financial Statement**

N/A

**Approved By:** \_\_\_\_\_  
Finance Director

**Account No.** \_\_\_\_\_

**STAFF RECOMMENDATION**

Authorize Director of Park and Recreation to execute Estoppel Certificate.

**BOARD / COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS ( Listed Below )**

Letter from American Golf Corporation.

**Resolution No.** \_\_\_\_\_



**American Golf Corporation.**

November 22, 2002

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

City of National City Parks & Recreation Department  
140 East 12th St – Ste A  
National City, CA 91950-3312  
Attn: City Attorney

RE: Las Palmas Municipal Golf  
Course

Ladies and Gentlemen:

As you know, American Golf has agreed to be purchased by an investor group led by Goldman Sachs and Starwood Capital (collectively, the "Buyer"). We are pleased to report that the transaction is moving forward and we are working toward a closing before the end of this year.

In anticipation of the closing, American Golf has been requested by the Buyer to forward the attached customary Estoppel Certificate to you for your review and signature. As you will see, the Estoppel Certificate is very straightforward and asks for confirmation of the validity of the lease, that there are no defaults, and the rent amount. We ask that you please execute the Estoppel Certificate and return it to Dona Tanaka via facsimile at (310) 664-6165, with the original to follow by mail addressed as follows:

Dona Tanaka  
Senior Paralegal  
2951 28<sup>th</sup> Street  
Suite 3000  
Santa Monica, CA 90405

Thank you for your prompt attention to this matter. We would very much appreciate receiving your signed Estoppel Certificate by no later than December 5th.

ESTOPPEL CERTIFICATE

American Golf Corporation  
2951 28<sup>th</sup> Street  
Suite 3000  
Santa Monica, CA 90405

RE: Lease and Operating Agreement of Las Palmas Municipal  
Golf Course by and between City of National City and  
American Golf Corporation (the "Agreement")

Ladies and Gentlemen:

Please refer to the documents listed on Exhibit A hereto (collectively, the "Lease Documents") with respect to the property commonly known as Las Palmas Municipal Golf Course (the "Property"). The undersigned (the "Owner") does hereby certify to American Golf Corporation ("Tenant") and (subject to the provisions of the Lease Documents) its successors and assigns and to GMAC Commercial Mortgage Corporation and its successors and assigns, that as of the date hereof:

- (a) Attached hereto as Exhibit A is true, correct and complete list of the Lease Documents, and none of the Lease Documents have been supplemented, amended, modified or superseded since their original execution, and no other agreements or understandings exist with respect to the Property that are not integrated with the Lease Documents.
- (b) Each of the Lease Documents is in full force and effect and cover all or part of the Property as specified therein.
- (c) To Owner's knowledge, there are no uncured defaults on the part of the Tenant under any of the Lease Documents, and, to Owner's knowledge, there are no events that have occurred that, with the giving of notice or passage of time or both, would constitute a default by Tenant thereunder, and at the present time, to the Owner's knowledge, Tenant has no disputes against Owner under any of the Lease Documents.
- (d) Tenant is the current holder of Tenant's interest with respect to the Property under the Lease Documents. Tenant is currently paying \$5,000 per month in base rent and in the month of October, 2002, paid \$11,594 in total rent (including percentage rent, if any) (provided, however, that Owner reserves any rights it has under the Lease Documents, if any, to conduct audits in respect of the Property). All monetary obligations due under the Lease Documents to date have been fully and currently paid, and to Owner's knowledge, all other obligations on the Tenant's part to be performed to date under the Lease Documents have been performed.

**Exhibit A**

**Lease Documents**

1. Lease and Operating Agreement dated May 3, 1984
2. Amendment to Agreement dated July 2, 1985
3. Amendment to Agreement dated June 6, 1989
4. Amendment to Agreement dated June 26, 1990
5. Amendment to Agreement dated March 7, 1995
6. Amendment to Agreement dated February 16, 2002
7. Assignment and Delegation Agreement dated October 15, 2002