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**DEPARTMENT OF PARKS  
AND COMMUNITY SERVICES**

ROBERT P. THOMAS  
DIRECTOR

G. ERLING LINGGI  
ASSISTANT DIRECTOR

WALTER S. UEDA  
DEPUTY DIRECTOR

**CITY OF SACRAMENTO**  
CALIFORNIA

November 8, 1989

1231 I STREET  
SUITE 400  
SACRAMENTO, CA  
95814-2977

916-449-5200

DIVISIONS:  
CROCKER ART MUSEUM  
GOLF  
METROPOLITAN ARTS  
MUSEUM AND HISTORY  
PARKS  
RECREATION  
ZOO

**Budget and Finance Committee  
Sacramento, California**

**Honorable Members in Session:**

**SUBJECT: South City Golf Course Lease Amendment**

**SUMMARY**

This report provides information on the lease agreement between the City and the Sacramento Regional County Sanitation District for the South City Golf Course. Further, this report recommends that City Council authorize and direct the City Manager and City Clerk to execute an amendment to this agreement that will extend the construction deadline.

**BACKGROUND**

In May 1988 the City Council authorized the execution of City Agreement #87280 for the lease purchase of approximately 93 acres of Sacramento Regional County Sanitation District property near the town of Freeport. This agreement called for the District to lease ten contiguous parcels of land to the City for a period of ten years at a nominal rent. The City has the option to purchase at least one parcel per year at \$60,000.00 each. In July 1989 the City executed this option with the purchase of Parcel 1. The land must be used exclusively for a golf course and reverts back to the District should this not occur.

The original agreement called for construction of a public golf course on this land to commence by July 1, 1991. The First Amendment To Lease, Exhibit A, modifies the original agreement by extending this requirement to July 1, 1993. Staff asked for this modification to allow additional time for the annexation and environmental process prior to starting construction of the golf course. At the September 12, 1989 meeting of the Sacramento Regional County Sanitation District, the Board of Directors unanimously approved the attached lease amendment. Staff recommends the City Council approve this amendment.

FINANCIAL DATA

Execution of the First Amendment to Lease agreement has no financial impact; rather allows the City additional time to commence construction of the South City Golf Course.

POLICY CONSIDERATIONS

None at this time.

MBE/WBE EFFORTS

Every effort is made to support the City's MBE\WBE goals.

RECOMMENDATION

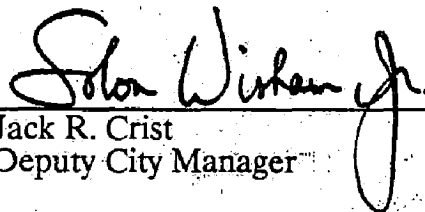
It is recommended that the Budget and Finance Committee approve this report and refer it to full City Council for approval. Further, it is recommended that the City Council by resolution authorize and direct the City Manager and City Clerk to execute on behalf of the City of Sacramento the attached lease amendment to City Agreement #87280 between the City and the Sacramento Regional County Sanitation District.

Respectfully submitted,



ROBERT P. THOMAS, Director  
Parks and Community Services

Recommendation Approved:

for:   
\_\_\_\_\_  
Jack R. Crist  
Deputy City Manager

RPT:bt

Contact Person to  
Answer Questions:  
DALE ACHONDO, Golf Manager  
449-5329

November 8, 1989  
District 7

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# RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF \_\_\_\_\_

RESOLUTION APPROVING EXECUTION OF AN  
AMENDMENT TO CITY AGREEMENT #87280 BETWEEN  
THE CITY OF SACRAMENTO AND THE SACRAMENTO  
REGIONAL COUNTY SANITATION DISTRICT FOR  
THE SOUTH CITY GOLF COURSE

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

1. That the City Council hereby authorizes and directs the City Manager and City Clerk to execute the attached amendment to City Agreement #87280, Exhibit A, between the City and the Sacramento Regional County Sanitation District, for the South City Golf Course.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: \_\_\_\_\_

DATE ADOPTED: \_\_\_\_\_

# Exhibit A

NL:eg

The foregoing is a correct copy of a resolution adopted by the Board of Directors, Sacramento County, California

On SEP 12 1989

Dated SEP 13 1989  
Clerk of Said Board of Directors

RESOLUTION NO. SR-1032

By Haley A. Donaldson  
Deputy Clerk

BE IT RESOLVED AND ORDERED that the Chairperson of the Board of Directors be and is hereby authorized and directed to execute an Amendment to Lease, in the form hereto attached, on behalf of the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a political subdivision of the State of California, with the CITY OF SACRAMENTO, a municipal corporation, and to do and perform everything necessary to carry out the purpose of this Resolution.

ON A MOTION by Director J. STRENG, seconded by Director S. SMOLEY, the foregoing resolution was passed and adopted by the BOARD OF DIRECTORS of SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, State of California, this 12th day of September, 1989, by the following vote, to-wit:

AYES:	DIRECTORS,	Collin, Kipp, Rudin, Streng, Smoley
NOES:	DIRECTORS,	None
ABSENT:	DIRECTORS,	G. Johnson, T. Johnson



Sandra R. Smoley

Chairperson of the Board of Directors of Sacramento Regional County Sanitation District

Renee A. Williams  
Clerk of the Board of Directors of Sacramento Regional County Sanitation District

In accordance with Section 25103 of the Government Code of the State of California a copy of this document has been delivered to the Chairman of the Board of Supervisors, County of Sacramento on

SEP 12 1989

**FILED**

SEP 12 1989

By Haley A. Donaldson  
Deputy Clerk, Board of Supervisors

BOARD OF DIRECTORS  
By Renee A. Williams  
Clerk of the Board

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FIRST AMENDMENT TO LEASE

This First Amendment to Lease is made and executed this 12<sup>th</sup> day of September 1989, by and between the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a political subdivision of the State of California, hereinafter referred to as "Lessor" and the CITY OF SACRAMENTO, a chartered city, hereinafter referred to as "Lessee".

W I T N E S S E T H

WHEREAS, Lessor and Lessee entered into a Lease dated July 12, 1988 (City Agreement No. 87280); and

WHEREAS, Lessor and Lessee desire to amend the Lease in certain respects; and

WHEREAS, the altered obligations of each party under the Lease as amended constitute the consideration given by each party for these amendments;

NOW, THEREFORE, IT IS MUTUALLY AGREED, that Sections 5, 7, and 21 of the Lease shall be amended to read as follows and all other sections of the Lease shall remain in full force and effect without amendment:

5. Purchase Option Terms

Upon exercise of the options contained in Section 4, Lessor shall convey to Lessee by grant deed an estate in fee simple limited for so long as the grantee commences construction of a public golf course on the land conveyed herein by July 1, 1993

and the property conveyed is used exclusively as a public golf course with clubhouse and restaurant/banquet facilities. Lessor will also reserve all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known, below a depth of 500 feet under the property, without right of surface entry.

In the event that the lease is terminated as a result of Lessee's failure to commence construction of a golf course on or before July 1, 1993, Lessee may, at its option, reconvey to Lessor the parcels that Lessee has purchased and Lessor shall refund to Lessee 90% of the purchase price paid by Lessee, without interest.

Lessor will also reserve easements as indicated on Exhibit "A" on appropriate parcels as follows:

(a) An easement for buffering purposes as hereinafter described within 1,000 feet of Lessor's dechlorination station. Lessor hereby declares that Lessor's operation and maintenance of the dechlorination station involves the use of chemicals which, if accidentally released, could be a hazard to the public, and Lessee's employees and agents.

Lessor may develop and Lessee shall implement policies and procedures for evacuation of the easement area.

Lessor shall have the right to conduct on Parcel B, without interference or constraint by Lessee, operation and maintenance activities which may result in nuisances within the buffer easement including, but not limited to, nuisance

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odors, noise, truck and heavy equipment movement and lighting. Lessee waives any claim it may have that such activities constitute a nuisance interference with the premises as a golf course;

Lessee is prohibited from placement or construction of structures within 500 feet of the center of the dechlorination station, except that subject to the terms of this buffer easement, structures housing Lessee's Parks and Community Services staff and maintenance equipment may be placed within said easement.

(b) An easement prohibiting placement or construction of any structure within 75 feet of Lessor's pipelines;

(c) An easement for the installation, maintenance and repair of existing pipelines and conduits, including 102" pipeline, 48" pipeline, 4" sewer line, water line, telemetry and control conduits and multiple chemical pipelines;

(d) An easement for installation, maintenance and repair of a 120" pipeline to be installed in the future. Lessor shall cause pipeline backfill to be placed and compacted by jetting and grade the area to its approximate previous condition after the installation. Lessor shall not be required to replace topsoil, vegetation or improvements. Construction of said pipeline shall be accomplished in sixty (60) consecutive days. Lessee shall complete grading, replanting and restoration of golf course improvements at no cost to Lessor;

(e) An open space easement prohibiting the construction of improvements or structures except those necessary and convenient for the operation and maintenance of a public golf course on the premises, including clubhouse and restaurant/banquet facilities which may be used from time to time for non-golf-related activities;

(f) An easement for the installation, maintenance and repair of a future outfall pipeline;

(g) A public utilities easement.

#### 7. Cancellation and Termination

Lessor shall have the right to cancel this agreement for violations, noncompliance or nonperformance of any provisions or part of this Agreement.

In the event Lessor shall notify Lessee in writing setting forth any such violation, nonperformance or noncompliance, Lessee shall correct said condition within sixty (60) days of the date of said notice, pursuant to Section 15(c). Should Lessee fail to comply with such notice, Lessor, at its option, may terminate this Lease by notifying Lessee in writing by registered or certified mail. Thereafter, Lessor shall have the right to enter and take possession of said premises and equipment.

#### 21. Utilities and Water

Lessee shall be responsible and pay all charges incurred for furnishing of gas, electricity, water, sewer, telephone

service, garbage or refuse service and all other public utilities to said premises during the term of this Lease or any renewals or extensions thereof.

CITY OF SACRAMENTO

ATTEST:

By \_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Clerk

SACRAMENTO REGIONAL COUNTY  
SANITATION DISTRICT



*Henry A. Williams*  
Clerk of the Board of  
Supervisors and ex-officio  
Clerk of the Sacramento  
Regional County Sanitation  
District

By *Sandra R. Smoley*  
Chairman of the Board of  
Supervisors of Sacramento  
County, ex-officio Chairman  
of the Board of Directors of  
Sacramento Regional County  
Sanitation District, a  
political subdivision of the  
State of California.

APPROVED AS TO FORM:

*Monty [Signature]*  
Deputy County Counsel

APPROVED AS TO FORM:

*Diane Ball*  
Deputy City Attorney