

CITY OF ALAMEDA ORDINANCE NO. \_\_\_\_\_  
New Series

APPROVING A FIRST AMENDMENT TO LEASE WITH GREENWAY  
GOLF ASSOCIATES, INC., A CALIFORNIA CORPORATION, FOR  
CHUCK CORICA GOLF COMPLEX

WHEREAS, the City is owner of the real property commonly known as the Chuck Corica Gold Complex ("Golf Complex") located at 1 Clubhouse Memorial Road, Alameda, California 94502; and

WHEREAS, after an extensive RFP process, the City entered into a 20-year lease agreement with Greenway Golf Associates, Inc. ("Greenway") to operate and maintain the Golf Complex, which lease was dated as of August 1, 2012 (the "Lease"); and

WHEREAS, as required by the Lease, Greeway has successfully renovated the Mif Albright 9-Hole Par 3 Course and Driving Range and has nearly completed construction of the South Course, for which it invested \$5.5 million and the City invested \$1. Million; and

WHEREAS, after having operated and maintained the Golf Complex for over five years, Greenway has concluded that certain drainage and other infrastructure problems at the North Course will not be appropriately mitigated by the improvements required by the existing Lease; and

WHEREAS, Greenway has proposed a lease amendment in order to properly address the North Course infrastructure needs, as well as improvements to the clubhouse, golf shop and outdoor patio space; and

WHEREAS, to facilitate said improvements, the City desires to amend the Lease to extend the term from twenty (20) years to forty (40) years with one ten-year option to extend and expand Greenway's renovation obligations to include course drainage and contouring, improvement of golf course waterways, repair and rebuild of greens, tree, fairways, roughs and sand bunkers, expand the outdoor patio, remodel the clubhouse and install a dedicated fire sprinkler system and main water supply line, in partial consideration for which certain additional rent concessions will be granted to help offset the additional capital improvement costs to be incurred by Greenway; and

WHEREAS, the capital value invested by Greenway from the original Lease together with that to be invested under the lease amendment totals \$16,500,000 and the City's contribution totals \$3,350,000, including a \$1,000,000 payment toward the South Course construction, reduced rent and repair and restriping of the parking lot which the City will complete within 24 months of the effective date of the lease amendment; and

WHEREAS, the North Course improvements are subject to a Project Labor Agreement between Greenway and Operating Engineers and Laborers Union #304

Alameda and all Greenway construction employees will participate in one of these unions for the duration of the North Course project; and

WHEREAS, pursuant to City Charter Article XXII Section 12, the City Council, without requiring a public vote, may lease public park property which is defined to include the Golf Complex

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Alameda that by four affirmative votes that:

Section 1. The City Manager of the City of Alameda or his designee is hereby authorized to negotiate, execute, for and on behalf of the City of Alameda, a lease amendment with Greenway Golf Associates, Inc., a California corporation, for the operation and maintenance of the Golf Complex for a forty year term, subject to such technical or clarifying revisions as are reasonably determined necessary by the City Manager and approved by the City Attorney, and the City Clerk is hereby authorized and directed to attest to the same.

Section 2. If any section, subsection, sentence, clause or phrase of this ordinance if, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council of the City of Alameda hereby declares that it would have passed this ordinance, and each section, subsections, clause, or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases are declared to be invalid and unconstitutional.

Section 3. This ordinance shall be in full force and effect from and after the expiration of thirty (30) days from the date of its final passage.

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Presiding Officer of the City Council

Attest:

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Lara Weisiger, City Clerk

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I, the undersigned, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 20<sup>th</sup> day of February, 2018, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 21<sup>st</sup> day of February, 2018.

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Lara Weisiger, City Clerk  
City of Alameda

APPROVED AS TO FORM:

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Janet C. Kern, City Attorney  
City of Alameda