

## CITY OF ALAMEDA

### Memorandum

To: Honorable Mayor and  
Members of the City Council

From: John A. Russo  
City Manager

Date: July 12, 2011

Re: Discuss Harbor Bay Isle Associate's Proposal for Land Exchange and  
Funding for the Chuck Corica Golf Complex Course Improvements and  
New Sports Fields and Direct Staff to Negotiate with Harbor Bay and  
KemperSports Management

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### BACKGROUND

On November 6, 2008, the City Council authorized the City Manager to enter into a one-year agreement with KemperSports Management to provide interim management of the Chuck Corica Golf Complex (December 2008-December 2009). The City Council also directed staff to research potential long-term solutions during this one-year management contract period. Further, during this interim period, the City would transition from City staff to contract staff at the Golf Complex.

In July 2009, staff prepared a Request for Proposals seeking a long-term operator to provide management, operational, and maintenance functions on a long-term lease basis. The City was also looking for a firm willing to invest much-needed funds in capital improvement, an investment the City had been unable to make for many years. The RFP was distributed to 65 firms in October 2009. As a result of the national economic market collapse and recession, only two firms in the industry submitted proposals, KemperSports Management and Bellows Golf Management/Landscape Golf Group.

Following an extensive review of both of the proposals, KemperSports Management was selected as the top firm based on its national experience and solid reputation in the field as well as its commitment to providing capital funding for critical improvements to the Golf Complex. This review, conducted by the then-Interim City Manager, found that Bellows Golf Management/Landscape Golf Group, in contrast, had less ability to invest funds in the Golf Complex and would have relied on the Golf Enterprise Fund Balance to support its capital expenditures. The City Council approved the selection of KemperSports Management on March 16, 2010, and directed staff to begin negotiations for a long-term agreement.

## DISCUSSION

Between March 2010 and December 2010, the then-Interim City Manager and the Director of Recreation and Parks worked with KemperSports Management to develop a number of scenarios for the future long-term operation of the Chuck Corica Golf Complex. The scenarios ranged from a no-change option, under which the City retained the services of Kemper under a management agreement, to long-term lease options for either 27 holes (with nine holes on the South Course closed) or 36 holes.

On January 25, 2011, the City Council held a special meeting on golf in order to discuss moving forward with a long-term lease of the facility. At that meeting, Mr. Ben Blake, Executive Vice President for KemperSports Management, presented two scenarios for the future operation of the Golf Complex as well as background information on the golf market in the Bay Area. No decisions were made at the meeting.

On April 12, 2011, the City Council held another special meeting on golf in order to discuss a revised Kemper proposal in which Kemper would have retained the existing 36-hole course configuration and made \$5.8 million of improvements to the golf course and the driving range. Kemper would have funded the improvements to the Golf Complex through the use of the operating income from the course and would have contributed \$500,000 of its own money upfront to start the renovations in 2012. The renovations included work on the drainage and irrigation, renovation of the driving range, replacing the greens on the South Course, renovating the tees and bunkers on the South Course, and repairing the cart paths.

At the April 12, 2011, meeting, Mr. Tim Hoppen, President of Doric Realty (Harbor Bay Isle Associates, HBIA), asked the City Council to delay making a decision on the Kemper proposal and consider an alternative proposal in which the City would "swap" the Mif Albright 9-hole course for land that HBIA owns on North Loop Road. HBIA would then build housing on the Mif Albright property as well as a new short course on the existing South Course of the 36-hole property while contributing funding for sports fields on North Loop Road. The City Council agreed to delay its decision on the Kemper proposal in order to allow HBIA an opportunity to further develop its proposal and bring it back to the City Council for review and discussion.

### New HBIA Proposal

Between April 12 and late June, HBIA further developed and refined its proposal for the reconfiguration of the Chuck Corica Golf Complex and the transfer of lands between the City and HBIA. On July 7, 2011, HBIA delivered the attached letter to the City outlining its proposal (Exhibit 1).

Under the new HBIA proposal, HBIA will:

- Provide 12.25 acres of land for public sports fields on the North Loop Road parcels;

- Work with the North Loop Road Business Association, the Harbor Bay Business Park Association, and companies located near the North Loop Road site to contribute additional funding for construction of the sports facilities so that no public dollars are involved;
- Work with the property owners in the Harbor Bay Business Park to ensure that maintenance of the sports facilities is included in the work program of the Harbor Bay Business Park Zone of the City's Island City Landscape and Lighting District 8402 and paid for with assessments levied on the properties in the business park;
- Provide \$5 million in cash to the City, which the City can allocate between the Golf Complex and the sports fields as needed, with an assurance that sufficient funding will be made available for the design and building of the new Mif Albright Course;
- Exchange title to its 12.25 acres of land for title to the City's existing Mif Albright property; and
- Develop new homes on the Mif Albright property.

In order to ensure that the new Mif can fit on the existing South Course property, HBIA hired Gary Linn of Knott & Linn, a golf course designer, to develop the plan for the South Course. That plan, according to HBIA, preserves 18 championship holes on the South Course while allowing for a new Mif Albright Par 3 course that utilizes land on the South Course as well as some of the undeveloped land on the South Course near the Driving Range. As part of its due diligence on the proposal, HBIA also arranged for an updated biological constraints analysis of the portions of the Golf Complex that would be modified under the HBIA proposal. That analysis confirmed that there are no burrowing owls or other species of concern in the areas that would be modified, nor are there wetlands areas that would require fill under the reconfigured courses.

HBIA's proposal is memorialized in the draft Memorandum of Understanding (MOU, Exhibit 2). This draft MOU was prepared by HBIA; City staff has not had an opportunity to comment on it or negotiate its provisions.

As described above, HBIA is offering \$5 million to the City for use at the Golf Complex and for the new sports facilities. Staff has commissioned an appraisal of the North Loop Road property, but that appraisal had not been completed at the time this report was written. Staff will be prepared to discuss the appraisal at the July 12 City Council.

Should the City Council choose to move forward with the HBIA proposal, staff recommends spending the HBIA monies on the new Mif and the improvements to the South Course. Any funds remaining after those improvements are constructed would be spent on the new sports facilities on North Loop Road. Staff estimates that an all-weather soccer/lacrosse field would cost approximately \$1.1 million to construct, while a natural turf baseball field would cost approximately \$325,000 and an artificial turf field would cost approximately \$400,000 (Exhibit 3). While maintenance cost estimates are included in Exhibit 3, the maintenance costs would be borne by Harbor Bay Business Park property owners. Staff will return to the City Council at the first meeting in September with additional information on the configuration and costs of the new sports facilities.

### New Kemper Proposal

After the April 12 City Council meeting, Kemper worked with HBIA to revise its proposal for the long-term lease and operation of the Chuck Corica Golf Complex. Under the new proposal (Exhibit 4), Kemper will build a new nine-hole Mif Albright Course, renovate the remaining 36 championship holes on the North and South Courses, and make much-needed improvements to the driving range. According to the proposal, this work will be done in phases, with funding from the proceeds of the HBIA sale/exchange, and from KemperSports, Wadsworth Golf Charities Foundation (if they choose to participate), and lease payments from KemperSports.

Kemper's revised proposal includes a written explanation of the new holes on the South Course and the new MIF as well as a budget for the various improvements and a schedule for the improvements. Absent any unforeseen construction problems such as asbestos or other hazardous materials in the soil, Kemper firmly believes that it can build the new Mif Albright Course, reconfigure the front nine holes on the South Course, repair the driving range, and address a serious drainage issue on the North Course for a maximum of \$3.5 million. City Manager Russo has discussed with Kemper the concept of establishing \$3.5 million as a target, whereby Kemper and the City would share equally in any savings realized through completion of these three projects at a lower cost. Kemper has expressed a willingness to explore such an arrangement in the eventual negotiations regarding their management of the course.

### Mif Albright

On December 7, 2010, the City Council approved a motion to direct staff to finalize negotiations for the lease of the Mif Albright Course with the principals of the Alameda Junior Golf Association (AJGA) and to reserve \$100,000 from the Golf Enterprise Fund as a match for a \$250,000 grant from the Wadsworth Golf Charities Foundation to AJGA for the Mif Albright Course.

Recently, City Manager Russo discussed the grant with Leon McNair, President of the Wadsworth Golf Charities Foundation, and learned that the monies will not be granted in one lump sum. Rather, Wadsworth intends to pay the grant over five years, with \$50,000 contributed annually. City Manager Russo encouraged Mr. McNair to consider a shorter, three-year time frame for distributing the funds, and Mr. McNair agreed to investigate that possibility. In addition, Wadsworth is willing to contribute the monies directly to the City, provided that the City maintains its strong commitment to affordable golf for youth. According to Mr. McNair, Wadsworth Golf Foundation Charities strongly prefers that the City use its golf architect and golf construction firm to perform the work on the Chuck Corica Golf Complex. While staff does not object to using these companies, the costs must be competitive with those of other firms.

Members of AJGA, who have been meeting with the City for more than a year to discuss how to preserve junior golf in Alameda, recently developed a new term sheet that describes their goals for Alameda Junior Golf and the junior golf programs at the

Chuck Corica Golf Complex. That term sheet is attached as Exhibit 5. Staff seeks City Council direction regarding the individual mandates set forth in Exhibit 5. Staff is supportive of the principles underlying the term sheet.

#### FINANCIAL IMPACT

At this time, HBIA is proposing to contribute \$5 million toward the renovation and reconfiguration of the Chuck Corica Golf Complex and the building of the new sports facilities on North Loop Road. KemperSports Management is contributing \$500,000 towards the project.

#### RECOMMENDATION

Discuss Harbor Bay Isle Associate's proposal for land exchange and funding for the Chuck Corica Golf Complex course improvements and new sports fields and direct staff to negotiate with Harbor Bay and KemperSports Management.

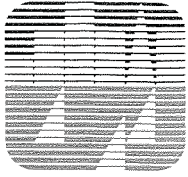
Respectfully submitted,



Lisa Goldman  
Assistant City Manager

#### Exhibits:

1. Letter from Harbor Bay Isle Associates dated July 7, 2011
2. Draft Memorandum of Understanding between HBIA and the City of Alameda
3. Memo on North Loop Fields costs
4. Memo from KemperSports Management dated June 30, 2011
5. Alternative Term Sheet for Junior Golf in Alameda



# HARBOR BAY

July 7, 2011

Lisa Goldman  
Assistant City Manager  
2263 Santa Clara Avenue, Room 320  
Alameda, CA 94501

***Re: Harbor Bay's Proposals for Land Exchange and Funding for Golf Course  
Improvements and New Sports Fields***

Dear Lisa:

We and the City have worked for many months to harmonize several mutual goals – ensuring needed improvements and a fiscally viable future for the Chuck Corica Golf Complex, establishing new sports fields on North Loop Road, and addressing the right of Harbor Bay Isle Associates (Harbor Bay) under our validated Development Agreement to build more homes on Bay Farm Island. Thanks to the constructive approach of the City, the Alameda Golf Community, local businesses, and Kemper, we are now at a point where we can embark on a clear program to achieve all of these goals.

With this letter, Harbor Bay is providing the City a proposed Memorandum of Understanding ("MOU"). This MOU will set out the framework for the City and Harbor Bay to move ahead with a joint effort to make these goals a reality, giving Harbor Bay sufficient structure and certainty to commit the resources and financing to make it happen. We also are providing the background in this letter so interested persons understand the history and context of this proposal.

This proposal started as the vision of the City's senior staff. For more than two years it has evolved, as a result of many discussions with representatives of Alameda's golf community, sports and recreation groups, the Harbor Bay Business Park Association, the North Loop Road Business Park Association, Peet's Coffee and Tea, KemperSports, and a number of homeowner association representatives. We have earnestly worked to make sure it addresses the needs and concerns of *all* of these interests. We are confident the City staff and City Council will share our view that it is the springboard for real improvements benefiting the people of Alameda.

## **Background**

In 1989, Harbor Bay and the City entered into a Development Agreement setting forth our agreements going forward from that time. As Master Developer of Harbor Bay Isle, Harbor

**City Council  
Exhibit 1 to**

**Agenda Item #3-A**

Document Number: 816060815862.02/SF  
370793-000027-1-11/mcw/jr

Doric Realty, Inc. 1141 Harbor Bay Parkway, Suite 221

Alameda, CA 94502

Phone: (510) 769-5100

Fax: (510) 769-5156  
**07-12-11**

Lisa Goldman, Assistant City Manager

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Bay had already constructed roads and other infrastructure and dedicated and installed public facilities on Bay Farm Island, including public parks and land for schools, to benefit Bay Farm Island as a whole, and provided amenities for the public, such as the Harbor Bay Landing Shopping Center, the Community Center and the Harbor Bay Club. Under the Development Agreement, in reliance on the obligation of the City to grant vested rights to develop up to 3,200 residential units and to build-out the rest of the Harbor Bay Business Park, Harbor Bay dedicated additional land for parks, schools, and a fire station, and installed the Harbor Bay Ferry Terminal, all of which benefit the public as a whole.

In accord with Harbor Bay's vested development rights under the Development Agreement, in August 2004, Harbor Bay submitted its Application for Village Six, which contemplated developing new homes on about 12.25 acres of vacant land between North Loop Road and Catalina Avenue. This Application triggered opposition, but Harbor Bay insisted that it was entitled to build these homes on the North Loop Road parcels under its vested development rights protected by the Development Agreement. Ultimately the ensuing conflict transformed into productive negotiations between the City and Harbor Bay. Those negotiations culminated in a Settlement Agreement between the City and Harbor Bay dated October 9, 2007.

Peet's Coffee and others then filed a lawsuit challenging the Settlement Agreement. (*Peet's Coffee et al. v. City of Alameda*, Alameda Sup. Ct. Action No. RG07-355009). The City won that lawsuit, and in the process the Court upheld the validity and enforceability of the Development Agreement, and the Settlement Agreement, between the City and Harbor Bay.

### **The City's Vision**

In the wake of the Peet's lawsuit, the then City Manager and Assistant Manager came to Harbor Bay with a vision: They explained how the City was confronted with a financially failing Golf Complex, a par-3 course on land that could be put to much more productive use but legally could not be disposed of, surplus land in the South Course that could be more efficiently used, and a pressing need for sports fields. They requested that Harbor Bay temporarily suspend processing of its Application for Village Six on North Loop Road, and they encouraged Harbor Bay to consider instead a land trade whereby the City could use North Loop Road property for sports fields, the Golf Complex could be reconfigured to use the land more efficiently, and Harbor Bay could develop new homes on the under-utilized Golf Complex land that could be made available. Since that time, and with consistent City encouragement, Harbor Bay worked with City personnel from two administrations, representatives of Alameda's golf community, local businesses, and KemperSports to determine how the City's vision could be realized.

### **Harbor Bay's April 2011 Proposals**

As the product of those efforts, and consistent with the original vision of the City's senior staff, on April 8, 2011 Harbor Bay filed documents with the City as a Supplement to the Harbor Bay Village Six Application requesting that the City reactivate processing of its 2004 Application, but also inviting the City to move forward with the alternative proposal embodying

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the vision the City had launched in 2008. The alternative proposal envisioned an equal exchange of property between the City and Harbor Bay allowing public sports fields, such as for soccer and baseball, on the North Loop Road parcels, extensive improvements to the Chuck Corica Golf Complex, and development of new homes on the land presently occupied by the Mif Albright Par 3 course. Harbor Bay included conceptual site plans for a North Loop Road Sports Fields Complex and New Residential Development on the present par-3 golf course site and environmental forms and documentation. Copies of Harbor Bay's application have been posted on the City's website.

### **City Council Special Meeting on Golf Course Issues Held on April 12, 2011**

On April 12, 2011, the Alameda City Council held a special meeting to discuss options related to the future operation of the Chuck Corica Golf Complex. David Sams, the City's Golf Consultant, gave information about trends in the golf business and the general unavailability of conventional financing for golf course improvements. Ben Blake of KemperSports answered questions about KemperSports' updated proposal for a long-term lease to operate the Golf Complex. Harbor Bay's proposals were discussed, and City Council members expressed initial interest in Harbor Bay's proposals because they could supply financing for golf course improvements and add to the City's supply of public parks. However, City officials and the public did not have much time to absorb the new information since it was presented to the City during the week immediately prior to the meeting. City staff was directed to work with Harbor Bay, KemperSports, the golf community and other sports groups to explore the viability and feasibility of the Harbor Bay proposals, to determine whether the Chuck Corica Golf Complex could be reconfigured to retain 36 championship holes and also accommodate a new 9-hole Mif Albright Par 3 course in another location, to get an appraisal of the value of the Mif Albright course acreage as residential, and to bring that information back to City Council.

### **Harbor Bay's Updated Proposals**

Developments that have occurred since the April 12th City Council meeting have resulted in some modifications to Harbor Bay's proposals presented to the City in April. consistent with the City's 2008 vision, Harbor Bay's updated proposals have the following principal components: (1) Provide 12.25 acres of land for public sports fields, such as soccer and baseball fields, on the North Loop Road parcels; (2) Give \$5 Million in cash to the City, leaving it up to the city to decide how to allocate the funds among projects at the City's Golf Complex and at the proposed new sports fields, provided that sufficient funding would be made available to design and build a new 9-hole Mif Albright Par-3 course; and (3) Develop new homes on the 12.25 acres of land that City staff has deemed under-utilized and currently used as the Mif Albright course. This would be achieved via a land transfer between the City and Harbor Bay that exchanges title to 12.25 acres of commercially-zoned land on North Loop Road currently owned by Harbor Bay, including the transfer of Harbor Bay's vested development rights under the 1989 Development Agreement, in return for title to the 12.25 acres of City-owned land in the Golf Complex.

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The Acting City Manager and the Director of Recreation and Parks have had meetings with Harbor Bay representatives to follow up on the City Council's directions given at the April 12th meeting. In response to the City Council's request for deliverables, Harbor Bay arranged for golf course designer Gary Linn of Knott & Linn to develop a plan for the South Course that shows that the City can keep an 18-hole championship course and include a plan for a better, longer, safer and more varied Mif Albright Par 3 course in another location. A copy of this conceptual plan is attached hereto as **Exhibit A**. These plans have had favorable peer review by local and regional golfers of all skill levels, professional golf course operators and general managers, the City's golf consultant David Sams, and golf course contractors.

Moreover, Harbor Bay has arranged to have local architect Peter Wolfe develop conceptual plans for a new gateway entry to the Chuck Golf Complex at Memorial Drive. These plans have already been, or will shortly be, presented to organizations and individuals interested in the future of the City's Golf Complex. According to this conceptual plan, the City can incorporate directional markers to the various components of the Chuck Corica Golf Complex that retain their established names: the Earl Fry North Course, the Jack Clark South Course, the Mif Albright Par-3 Course, the Lucius Bateman Driving Range, and the Norma Arnerich Golf Academy.

In the intervening meetings with City staff, City officials and other interested parties, Harbor Bay has made clear that it is not intending to have any role in or responsibility for the design or construction of the future golf courses or the future golfing operations at the City's Chuck Corica Golf Complex.

In addition, Harbor Bay has advanced progress on environmental issues. After the April 12th City Council meeting, the Acting City Attorney and the Planning Services Manager met with representatives of Harbor Bay to lay out the process and schedule of environmental review and CEQA compliance. In addition to the environmental analysis performed on the Chuck Corica Golf Complex in 2010 for KemperSports, Harbor Bay arranged for a site inspection and an updated biological constraints analysis of the portions of the Chuck Corica Golf Complex envisioned to be modified under the Harbor Bay proposals. The resulting biological report confirms that there are no burrowing owls or other species of concern present in the areas that would be modified, and the potential wetlands areas are in locations that would not require fill or would not be otherwise disturbed under the reconfiguration of the courses proposed by Harbor Bay.

Since the April 12th City Council meeting, Harbor Bay has met with leaders of sports groups in Alameda to share its conceptual plans for public sports facilities on the North Loop Road parcels, and representatives of the sports groups shared their views on which sports activities would be most desirable to their groups and their preferences for certain features and facilities for the public sports fields if the land became part of the City's public park system.

Also since the April 12, 2011 City Council meeting, Harbor Bay has been engaged in extensive communications with representatives of KemperSports regarding their ideas for the

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future layout and operation of the Chuck Corica Golf Course. We understand that KemperSports' current proposals are compatible with Harbor Bay's proposals and hopefully would meet City objectives for a more sustainable program for the City's Golf Complex.

In addition to the funding allocated by the City from the cash contribution from Harbor Bay to the City described above, Harbor Bay's vision for financing the costs of design and building sports fields and related facilities on the North Loop Road parcels and for payment of ongoing maintenance of the sports facilities after construction has the following components:

- Harbor Bay will work with the North Loop Road Business Association, the Harbor Bay Business Park Association and companies located nearby the site to contribute other funding for construction of the sports facilities, with the intent to have all of the design and construction costs paid for from private sector sources;
- Harbor Bay will work with the property owners in the Harbor Bay Business Park to arrange that the work of ongoing maintenance of the sports facilities in this public park will be included in the work program of the Harbor Bay Business Park Zone of the City's Island City Landscape and Lighting District 84-2 and paid for with assessments levied on the properties in the Harbor Bay Business Park.

### **Memorandum of Understanding**

We are now prepared to integrate all of these elements into a cohesive plan, and move forward with the City to make that plan a reality. As we have discussed with you, Harbor Bay proposes that it and the City enter into a Memorandum of Understanding that will act as a road map for the initiatives outlined in the Harbor Bay proposals, including environmental review and compliance with CEQA for all aspects of the entire project, the land use approvals, subdivision maps, the land transfer, provision of funds to the City that the City can allocate among projects at the City's Golf Complex, including building the new Mif Albright Par 3 course, and design and construction of public sports fields on the North Loop Road parcels, and the scheduling of financing and contracts for implementation of the initiatives. A proposed form of MOU is attached.

Our goal is to have the City Council determine at its July 12 meeting to execute the MOU so Harbor Bay can proceed vigorously to make these goals a reality for the citizens of Alameda. We are happy to address any questions you or City staff may have, and to assist in any way we can be of service.

Sincerely,



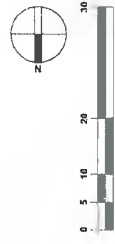
C. Timothy Hoppen  
President





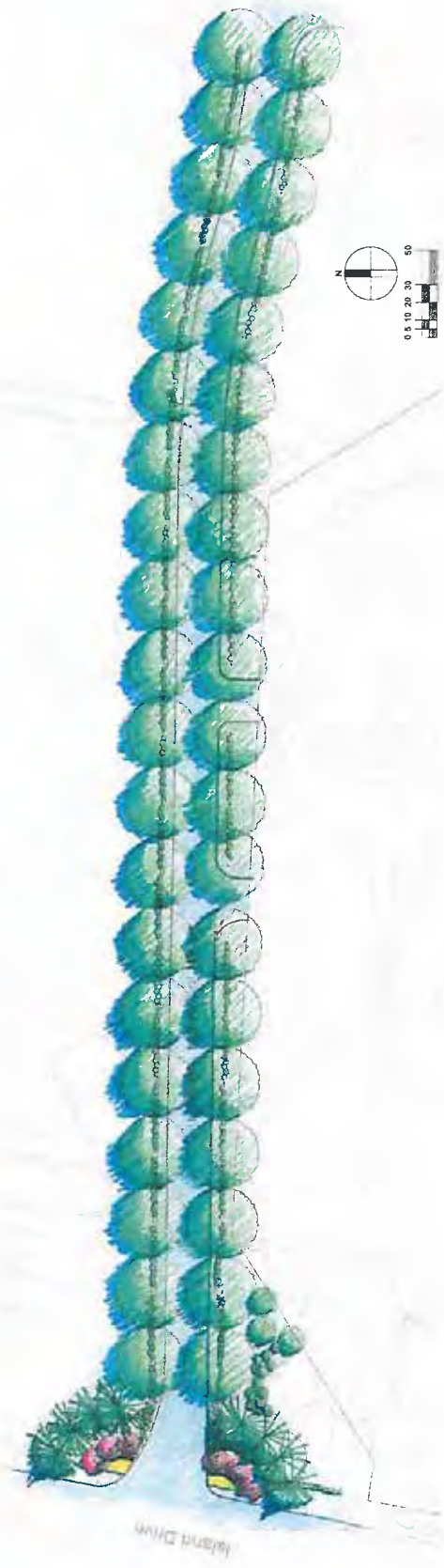
## Clubhouse Memorial Road Entry Concept

NOT TO SCALE

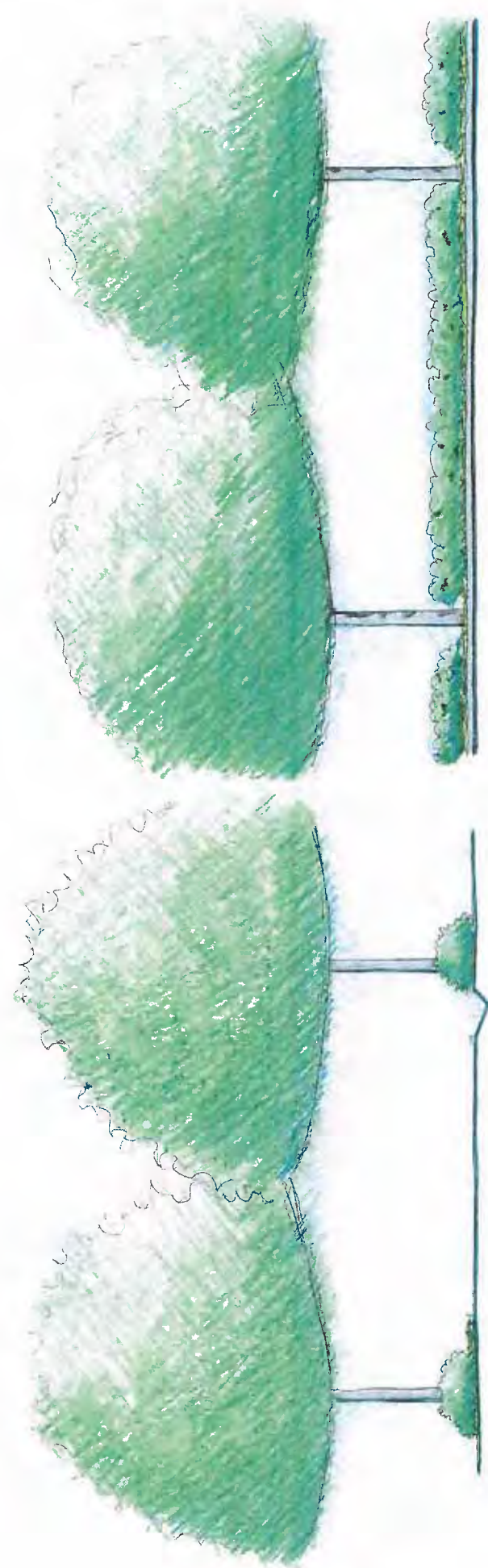


## Clubhouse Memorial Road Entry Landscape Concept Study

Alameda, CA



**Clubhouse Memorial Road Landscape Concept**



**Landscape Concept Road Section**  
Not to Scale

**Elevation Concept View Looking Toward North Course from Road**  
Not to Scale

MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF ALAMEDA AND HARBOR BAY ISLE ASSOCIATES  
REGARDING LAND EXCHANGE AND PUBLIC RECREATION FUNDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU Agreement"), dated for convenience of the parties this \_\_ day of July 2011, is entered into by and between the City of Alameda ("City") and Harbor Bay Isle Associates ("HBIA"), collectively referred to as the "parties."

RECITALS

1. City owns the Chuck Corica Golf Complex ("Golf Complex"), which consists of the 18-hole North Course, the 18-hole South Course, the 9-hole Mif Albright Par 3 Course, a driving range, and related facilities.

2. Due to the downturn in the global and national economies, the economics of owning and operating golf courses and related facilities has become much more challenging for the City. The City has lost significant sums of money on golf operations in five of the last six years. Attached as Exhibit A is a copy of the City's Golf Income Statements for FY00-01 through FY10-11.

3. Chiefly as a result of these financial difficulties, the Golf Complex has been unable to fund or undertake needed long-term capital improvements. Both the North and the South Course need drainage, irrigation, green, tee and bunker improvements. The South Course layout is cumbersome and inefficient. The Driving Range is in need of repair. The 9-hole Mif Albright Par 3 course is in poor condition and is under-utilized. For all these reasons, the Golf Complex is in need of a long-term plan that will be financially viable and ensure financing for capital improvements. The City has received and preliminarily explored proposals from golf management companies, including proposals from KemperSports, which presently is managing the Golf Complex. Additionally, the City has received a proposal from the Alameda Junior Golf Association to manage the 9-hole Mif Albright Par 3 course. In the view of the City Council, none of these proposals provide financing sufficient to fund the costs of needed capital improvements or sufficiently satisfy the City's need for the long-term financial sustainability of the Golf Complex and its golfing programs.

4. In addition to ensuring first-class and fiscally viable golf facilities, the City has an acute need for additional sports fields that can be used by Alameda citizens. The City for years has had to manage intense competition by many youth, teen and adult groups for limited field space in its system of public parks. The limited supply of Alameda's public sports fields has been challenged by increasing public demand.

5. The City and HBIA are parties to a 1989 Development Agreement under which HBIA has the right to build up to 3,200 homes in Harbor Bay Isle, of which 2,973 have been built. Pursuant to this Development Agreement, in 2004 HBIA submitted an application called Village Six to build new homes on approximately 12.25 acres of vacant land owned by HBIA on North Loop Road. The applicability of the 1989 Development Agreement to HBIA's Village Six application was confirmed in a 2007 Settlement Agreement reached between HBIA and the City.

The enforceability and applicability of that Development Agreement was affirmed against a legal challenge to the Settlement Agreement in *Peets Coffee & Tea, Inc. v. The City of Alameda*, Alameda County Superior Court No. RG07-355009.

6. After defeat of the lawsuit, and for several reasons including questions raised about the project's potential impacts on nearby businesses and with the encouragement of senior City staff, in 2008 HBIA temporarily suspended active processing of its Village Six application and began discussion with the City regarding an alternative location for the homes to be built by HBIA.

7. The parties' discussions have expanded to include input from City staff, and representatives of all interested parties. Those discussions have culminated in an agreement between The City and HBIA under which, in essence, (a) HBIA will convey the property on North Loop Road to the City for use as public sports fields and related facilities (the "Sports Field Property"), (b) the City will convey approximately 12.25 acres of property presently occupied by the 9-hole Mif Albright Par 3 golf course to HBIA to be subdivided into approximately 112 home lots and an office building (the "New Village Six Property"); and (c) HBIA will contribute \$5 million to the City towards improvements of the Sports Field Property and the Golf Complex. A conceptual plan for the Sports Field Property is attached as Exhibit B, and a conceptual plan for a reconfigured Golf Complex is attached as Exhibit C. The City and HBIA agree the Sports Field Property will be a new public park designated for public park purposes and opened to the public for public park purposes.

8. The purpose of this MOU Agreement is to memorialize the terms, conditions, and parameters by which the City and HBIA will negotiate and execute a Property Exchange Agreement (or equivalent agreement) to carry out this plan, and to identify the steps which are anticipated to be taken by each party to process applications for various Project Approvals required for that Property Exchange Agreement. It is understood that City approvals are to be determined in accord with the City processes on their merits, and that the City has not pre-determined the outcome of any application or approval request. This MOU does not commit the City to a definite course of action with regard to any project approvals.

9. In the judgment of the City Council, acting in the best interests of the people of the City, and in exercise of its police power regarding the beneficial management of City Property, the plan contemplated by this MOU Agreement represents the best possible approach for advancing all interests – ensuring first-rate, upgraded and fiscally sound golf facilities and providing a better golf experience without reduction in the number of holes, providing additional needed public sports fields, and addressing HBIA's right to develop additional homes, which will improve the tax base in the City – all at minimal cost to the City, and with no net loss of City park land.

**IN CONSIDERATION OF THE FOREGOING FACTS, AND THE MUTUAL COVENANTS AND PROMISES CONTAINED IN THIS MOU AGREEMENT, THE PARTIES AGREE AS FOLLOWS:**

1. Environmental Review. Promptly upon signature of this MOU Agreement, the City Planning department shall complete the process of preparing a scope of work for a consultant to conduct the environmental review and prepare the EIR for the project contemplated by this MOU Agreement, and execute a contract with that consultant. The parties understand that the City has identified Atkins North America, Inc. as the appropriate consultant for the environmental review and preparation of the EIR. HBIA shall be responsible for payment of the reasonable fees and expenses submitted by the consultant in conducting the environmental review and preparing the EIR. The City shall use best efforts to ensure prompt processing of the environmental review, including all notices, drafts, reviews and hearings required under CEQA.

2. Applications for Approvals.

2.1. Simultaneously with the processing of the EIR, the City shall process the following pending HBIA Applications:

- (a) Amendment of General Plan Land Use Designation of Sports Field Property from "Business Park" to "Parks & Public Open Space"
- (b) Rezoning of Sports Field Property from "C-M-PD" (Commercial-Manufacturing with a Planned Development overlay) to "O" (Open Space)
- (c) Amendment of General Plan Land Use Designation of New Village Six Property from "Parks & Public Open Space" to "Medium-Density Residential," and if required by the City "Office."
- (d) Rezoning of New Village Six Property from "O" (Open Space) to "R-2/PD" (R-2 Residential with a Planned Development overlay), and if required by the City, the office site as "AP" (Administrative Professional).

2.2. After signature of this MOU Agreement, HBIA shall prepare and submit, and the City shall process, an application for creation of two or more parcels comprising the New Village Six Property, including a parcel for the anticipated office building and a parcel encompassing the approximately 112 homes to be built on the New Village Six Property.

2.3. HBIA shall prepare and submit to the City a Vesting Tentative Map to subdivide the New Village Six parcel to be subdivided into approximately 112 individual lots, and the City shall process this application consistent with City's ordinances and the Subdivision Map Act and in accord with this MOU Agreement. HBIA also may apply to the City for a Planned Development and Design Review approval for the New Village Six Property. The City shall process such applications in accord with this MOU Agreement. Upon City approval, the Vesting Tentative Map shall run with the property and be assignable by HBIA.

3. Property Exchange Agreement:

3.1. Upon signing this MOU Agreement, the City and HBIA shall jointly prepare a Property Exchange Agreement formalizing the terms and conditions of this MOU Agreement. The Property Exchange Agreement shall structure the transaction in a way that permits the treatment of the transaction by HBIA as a tax-free exchange of property. The Property Exchange Agreement shall contain language making clear that performance of the Agreement is conditioned upon the requisite City environmental reviews and approvals. The Property Exchange Agreement shall also contain language that makes the exchange of properties by the parties conditioned upon their acceptance of conditions imposed upon approvals granted by the City. The City shall process the approval for the Property Exchange Agreement in accord with this MOU Agreement. The Property Exchange Agreement shall provide for the following to occur upon receipt of all necessary approvals:

- (a) HBIA will convey the Sports Field Property to the City;
- (b) The City shall convey the New Village Six Property, and all development rights associated with the property including the Vesting Tentative Map, to HBIA or a company affiliated with HBIA designated by HBIA;
- (c) The City shall acknowledge and agree that the rights and protections afforded HBIA under the 1989 Development Agreement shall be transferred from the Sports Field Property to the New Village Six property; and
- (d) Any other transactions necessary to effectuate the intention of the parties.

3.2. The transfers shall be "AS IS", the representations of the transferor shall be limited to commercially standard representations in an "AS IS" transaction, the transferor shall pay any transfer tax due on the transaction in which it is transferring property to the transferee, and all closing costs shall be payable as is customary in commercial transactions in the City. Title shall be evidenced by an ALTA policy provided that the transferee has obtained a survey acceptable to the title company chosen by the parties to handle the escrow for the transfers contemplated. The City agrees that HBIA shall not have to pay any City transfer tax in connection with the transactions described in this MOU Agreement.

3.3. Consistent with the Settlement Agreement, the parties agree that Section 4.5 and 4.6 of the 1989 Development Agreement govern which City rules, regulations, ordinances, laws, general plan and official policies, including fees and exactions ("Governing City Regulations") apply to the New Village Six Property and to the matters contemplated by this MOU Agreement. City acknowledges and confirm that only the Governing City Regulations in effect on the Effective Date of the Development Agreement (April 4, 1989) and not any subsequent City rules, regulations, ordinances, laws, general plan, or official policies, fees or exactions (including the requirements of the City's Inclusionary Housing Ordinance) apply to the transactions and approvals contemplated under this MOU Agreement.

3.4. It is anticipated that the Property Exchange Agreement will supersede this MOU Agreement, and the Property Exchange Agreement will more specifically identify the

parties' rights and obligations regarding the development of the Properties, comply with applicable provisions of the Alameda City Charter for disposition of public park land, and confirm the public benefit to the City. The terms of the Property Exchange Agreement shall not be limited by the MOU Agreement if, in the course of good faith negotiations, the parties agree to modifications.

4. Processing of Applications and Requests for Approvals.

4.1. The parties understand and agree that the City will perform an independent environmental review of the project and its impacts; the City retains its authority to certify or decline to certify the EIR, and may impose any conditions or mitigation measures on any approvals as the City deems appropriate; and nothing in this MOU commits the City to any approval, vote or other outcome of the environmental review or any approval process. This MOU Agreement shall not be construed as any preliminary or final approval of any land use decision and/or other discretionary process or approval not yet given by the City.

4.2. The parties further understand and agree that in the event any approval contemplated under this MOU or the Property Exchange Agreement is not obtained, will be substantially delayed or in the good faith opinion of HBIA, is unlikely to be obtained in a form which is reasonably acceptable, or if any condition is imposed (or is likely to be imposed) upon any approval that HBIA in its sole discretion determines to be unreasonable or to materially negatively affect HBIA's rights or interests in the subject matter of this MOU or the Property Exchange Agreement, then HBIA shall have the right to cancel this MOU and the Property Exchange Agreement and shall be released from any further obligation under this MOU and the Property Exchange Agreement.

4.3. The City and HBIA shall at all times use commercially reasonable efforts in good faith to promptly process and reach determinations regarding the matters set forth in Sections 1-4. The City shall process as expeditiously as possible the applications and reviews of all applications, permits, plans and reviews contemplated by this MOU, and shall schedule and conduct hearings and approvals without undue delays or postponements. It is understood by both parties that elements of the approval process require action by third parties, over which neither HBIA nor the City have control, which may cause adjustments to the schedule. In addition, the parties acknowledge that the City's ability to consider and act upon various elements of the approval process is contingent upon: (a) compliance with CEQA; (b) prerequisite information being provided to the City (including information from HBIA); and (c) the requirement that City Council exercise its independent discretion at public hearings (in particular, in consideration of ordinances and resolutions).

5. Financial Contribution To Sports Facilities By HBIA. Upon taking ownership of the New Village Six Property, including the Vested Tentative Map for that property, HBIA or its affiliate shall promptly use its best efforts to market the property for sale to a builder or developer. HBIA agrees that in any sale of the New Village Six property to a builder or developer the escrow instructions shall direct payment out of escrow to the City or its designees of a total of \$5,000,000. It is intended that it will be left up to the City to decide how to allocate such funding among projects at the Golf Complex and for design, construction and installation of sports fields and related facilities on the North Loop Road property, on the understanding that

sufficient funding would be made available by the City to design and build a new 9-hole Mif Albright Par-3 course at another location within the Golf Complex. Additionally, HBIA will make commercially reasonable efforts to work with other property owners and businesses in the Harbor Bay Business Park to obtain financial contributions to the cost of construction of the new sports fields and related facilities, and to arrange for the ongoing maintenance of the sports fields and related facilities to be included in the scope of work of the Harbor Bay Business Park Zone of the City's Island City Landscape and Lighting District 84-2 and paid for from assessments levied on the properties in the Harbor Bay Business Park.

6. Cooperation With Golf Management Company. The parties acknowledge that the City and HBIA are in discussions with KemperSports, which presently is managing the Golf Complex, and that possibly another company may become involved in managing or leasing the Golf Complex. HBIA agrees to work in good faith with, and, consistent with this MOU Agreement, to coordinate its activities and plans with, KemperSports or any other company that contracts with the City to manage or lease the Golf Complex.

7. Default. If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this MOU Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party and demand the default to be cured within (30) days of the notice. The parties shall meet and confer regarding the alleged default no later than fifteen (15) days after the notice. If the defaulting party is in default under this MOU Agreement and if the default is reasonably curable within a reasonable time not to exceed sixty (60) days, then the defaulting party shall have a reasonable period of time to cure the default provided that the defaulting party provides reasonable assurance, to the demanding party, within ten (10) days after the demanding party's written notice of default, that the defaulting party has the intention and the capacity to cure the default within a commercially reasonable period, not to exceed sixty (60) days after the original notice of default was given. If the defaulting party does not give such reasonable assurance or if the defaulting party does not promptly undertake and diligently continue all reasonable actions to cure the default or if the default is not cured within such a reasonable time, not to exceed sixty (60) days, then the demanding party may terminate this MOU Agreement by giving notice to the defaulting party and, if such notice is given, then this MOU Agreement shall terminate and the demanding party shall be entitled to all remedies available at law or in equity.

8. Modifications. This MOU Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

9. Waivers. Waiver of a breach or default under this MOU Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this MOU Agreement.

10. Severability. In the event any term of this MOU Agreement is held invalid by a court of competent jurisdiction, the MOU Agreement shall be construed as not containing that term, and the remainder of this MOU Agreement shall remain in full force and effect.

11. Entire Agreement. This MOU Agreement, including all documents incorporated herein by reference such as Exhibits "A" through "\_\_\_", comprises the entire integrated

understanding between the parties concerning the purpose of this MOU Agreement, as identified in section 1. This MOU Agreement supersedes all prior negotiations, representations, or agreements pertaining to the transaction contemplated herein, but has no effect on the Development Agreement or any other agreement pertaining to the development which HBIA has pursued or completed pursuant to the Development Agreement.

12. Notices. All notices to be given hereunder shall be in writing and may be personally delivered, mailed or sent by recognized overnight courier to the respective party at the addresses set forth below (either party may modify its addresses for notices by providing written notice to the other party). Any notice shall be deemed to have been given and received on the first to occur of: (a) actual receipt at the address set forth below; (b) the first business day after deposit with such a recognized overnight courier for delivery on the next business day, or (c) three working days following the deposit in the United States Mail of registered or certified mail sent to the address set forth below.

**City:**

City of Alameda  
2263 Santa Clara Avenue  
Room 320  
Alameda, CA 94501  
Attn: John A. Russo, City Manager

**With copy to:**

City of Alameda  
2263 Santa Clara Avenue  
Room 280  
Alameda, CA 94501  
Attn: City Attorney

**HBIA:**

Harbor Bay Isle Associates  
1141 Harbor Bay Parkway, Suite 221  
Alameda, CA 94502  
Attn: Tim Hoppen

**With copy to:**

Allen Matkins Leck Gamble Mallory & Natsis LLP  
3 Embarcadero Center, 12<sup>th</sup> Floor  
San Francisco, CA 94111-4074  
Attn: Marshall C. Wallace  
mwallace@allenmatkins.com

13. Time of the Essence. Time is expressly declared to be of the essence in this MOU Agreement.

14. Term of Agreement. The term of this MOU Agreement shall commence on execution by City and shall continue until terminated, or modified, as provided for in other sections herein.

15. Assignment. HBIA shall have the right to sell, assign, or transfer its rights under this MOU Agreement to any third parties or entities, subject to City's prior written approval, which approval shall not be unreasonably withheld, delayed or conditioned. All such rights which are sold, assigned, or transferred shall include all of the rights, duties, and obligations of this MOU Agreement.

16. Signatures. The individuals executing this MOU Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this MOU Agreement on behalf of the respective legal entities of HBIA and the City. This MOU Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

**CITY OF ALAMEDA**

**HARBOR BAY ISLE ASSOCIATES,**  
a California General Partnership, by  
Doric Realty, Inc., a Corporation

By: \_\_\_\_\_  
Name: Marie Gilmore  
Title: Mayor  
Date: July \_\_, 2011

By: \_\_\_\_\_  
Name: C. Timothy Hoppen  
Its President  
Date: July \_\_, 2011

Attest:

By: \_\_\_\_\_  
Name: Lara Weisiger  
Title: City Clerk  
Date: July \_\_, 2011

**Approved As To Form:**

**Approved As To Form:**

By: \_\_\_\_\_  
Name: Donna Mooney  
Title: City Attorney  
Date: July \_\_, 2011

ALLEN MATKINS LECK GAMBLE  
MALLORY & NATSIS LLP

By: \_\_\_\_\_  
Name: Marshall C. Wallace  
Title: Attorney For HBIA  
Date: July \_\_, 2011

# City of Alameda



## Interdepartmental Memorandum

Date: July 6, 2011  
To: John A. Russo  
City Manager  
From: Dale Lillard, Director  
Alameda Recreation, Parks & Golf Operations  
RE: North Loop Field Information

Both staff and our outside consultants have reviewed the sports field for North Loop Road and can provide you with the following:

1. The fields will fit as proposed.
2. All Weather Field:
  - a. Construction Costs \$1.1 million/field
  - b. Annual Maintenance \$25,000
3. Baseball Fields/Natural Turf:
  - a. Construction Costs \$325,000/field
  - b. Annual Maintenance \$55,000/field
4. Baseball Artificial Turf:
  - a. Construction Cost \$400,000/field
  - b. Annual Maintenance \$10,000/field
5. Typical Golf Lease Agreement Figures:
  - a. City to receive 10% of green fees, cart rentals, pro shop, driving range
  - b. City to receive 5% of lesson revenue

A handwritten signature in cursive script, appearing to read "Dale Lillard", written over a horizontal line.

Dale Lillard, Director  
Alameda Recreation, Parks & Golf Operations

DL:bf

**City Council**  
**Exhibit 3 to**  
**Agenda Item #3-A**  
**07-12-11**



500 Skokie Boulevard  
Suite 444  
Northbrook, Illinois 60062  
847 291 0271 fax  
www.kempersports.com

**Date:** June 30, 2011  
**To:** Alameda City Council  
**From:** Ben Blake  
**RE:** Chuck Corica Renovation Proposal

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KemperSports is proposing to build a new MIF, renovate 36 holes and make improvements to the driving range. This work will be done in stages with funding coming from a number of sources to include KemperSports, Harbor Bay Associates and possibly Wadsworth Golf Charities. A series of exhibits are presented with this report to include the following:

1. A land plan showing the location and map of the new MIF along with the proposed hole changes to the South Course
2. A written explanation of the new holes on the South Course and the MIF
3. A construction budget for the improvements to the 36 holes, the new MIF and driving range
4. Proposed construction schedule

It is anticipated it will take at least a year to secure the necessary permits for the improvements. Therefore, we expect the work to begin in late 2012 or early 2013. The current plan anticipates having at least 27 holes open for public play at all times during this construction and renovation phase.

At the July 12, 2011 meeting, KemperSports is asking for the council to approve this plan, in concept, as well as authorize Staff to enter into negotiations on a long term lease agreement between KemperSports and the City of Alameda for KemperSports to lease and manage the Chuck Corica Golf Complex which would include the 36 holes, the new MIF and driving range. Thank you for consideration in this matter.

**City Council**  
**Exhibit 4 to**  
**Agenda Item #3-A**  
**07-12-11**



## Ben Blake

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**From:** Gary Linn [gary@knottlinn.com]  
**Sent:** Tuesday, June 14, 2011 1:32 PM  
**To:** Ben Blake  
**Cc:** cthoppen01@aol.com  
**Subject:** Chuck Corica GC - Hole by hole description of revised May 5, 2011 plan  
**Attachments:** CCGC 5-5-11 Revised Renovation Plan Rendering.pdf

Ben,

The following is a hole by hole description of the revised May 5, 2011 plan for Chuck Corica GC to further assist you in your review and understanding of the proposal.

**Renovated South Course** ( Par 35/35-70, 6,300 yards) The South Course has been reconfigured to incorporate relocation of the 9 hole Par 3 course. Existing golf course features were retained in the new configuration where possible. A hole by hole description is as follows:

- # 1 (350 yards, Par 4) – Existing hole remains as is
- # 2 (205 yards, Par 3) – A new par 3 that plays into existing hole # 3 green. New tees to be constructed, portion of existing fairway approach to # 3 green remains as is
- # 3 (535 yards, Par 5) – A new par 5 that plays from existing hole # 4 tees to a new fairway that concludes using existing hole # 16 green.
- # 4 (370 yards, Par 4) – An entirely new par 4. Reconfiguration of the existing drainage channel to allow for the new fairway and avoidance of the delineated existing wetlands and burrowing owl area.
- # 5 (390 yards, Par 4) – A new par 4 that plays in a portion of existing hole # 6. New back tee to be constructed, make use of existing hole # 6 tees, use portion of existing hole # 6 fairway with a new green constructed
- # 6 (185 yards, Par 3) – An entirely new par 3 that plays in existing hole # 5 fairway
- # 7 (540 yards, Par 5) – An entirely new par 5 that plays across portions of existing holes # 4 and # 5.
- # 8 (160 yards, Par 3) – An entirely new par 3 that plays across a portion of existing hole # 3 fairway
- # 9 (380 yards, Par 4) - A new par 4 that plays from existing hole # 2 tee area across the existing pond area into current # 9 green which is maintained. Existing ponds largely filled in to make this hole and hole # 8 of the new Par 3 course work
- # 10 (420 yards, Par 4) - Existing hole remains as is
- # 11 (170 yards, Par 3) – Existing hole remains as is
- # 12 (410 yards, Par 4) – Existing hole remains as is
- # 13 (380 yards, Par 4) – Existing hole remains as is
- # 14 (390 yards, Par 4) – Existing hole remains as is
- # 15 (350 yards, Par 4) – A new par 4 that plays from existing hole # 15 tees to a new green that reduces this hole to a par 4
- # 16 (155 yards, Par 3) – An entirely new par 3
- # 17 (500 yards, Par 5) – A new par 5 that plays from existing hole # 15 green area across a new fairway area ending with use of existing hole # 17 green
- # 18 (410 yards, Par 4) – Existing hole remains as is

In summary, 7 new greens complexes to be constructed, 8 complete tee complexes to be constructed, 7 new fairways to be constructed.

**New Par 3 Course** ( Par 27, 1,245 yards) A completely new Par 3 course relocated to portions of the existing Front 9 of the South Course. A more spacious and thus safer Par 3 course can be developed in comparison to the existing par 3 course. A longer course is also proposed at a total length of 1,245 yards as compared to the existing Par 3 course which is 1,082 yards. Much greater variety in hole lengths is thus attainable. Two tees are proposed on each hole allowing for variety of play for different levels of golfers with the forward tees playing at a total length of 960 yards. A hole by hole description is as follows:

- # 1 (160 yards) – An entirely new par 3 playing in portions of existing South Course hole # 9
- # 2 (140 yards) – A new par 3 playing into existing South Course hole # 8 green
- # 3 (135 yards) – An entirely new par 3 playing in portions of existing South Course hole # 8

- # 4 (125 yards) – A new par 3 playing into existing South Course hole # 2 green
- # 5 (130 yards) – An entirely new par 3
- # 6 (170 yards) – An entirely new par 3 playing in portions of existing South Course holes # 3 and # 6
- # 7 (155 yards) - A new par 3 playing into existing South Course hole # 7 green
- # 8 (90 yards) – An entirely new par 3 playing into the existing lake area which will be filled
- # 9 (140 yards) - An entirely new par 3 playing in portions of existing South Course hole # 9 fairway

In summary, 6 new greens complexes to be constructed, 9 complete tee complexes to be constructed

This should provide you with a detailed overview of this plan to assist you in your review. On the color plan all proposed new greens, tees and fairways are depicted in solid colors with existing greens, tees and fairways to remain merely outlined with a dashed line to distinguish. Existing trees to remain are depicted in color as well.

Best regards,

Gary Linn, ASGCA

**Knott & Linn**

Golf Design Group, LLC

445 N. Whisman Road, Suite 400

Mountain View, CA 94043

phone: 650-968-9036, fax: 650-968-8411

[gary@knottlinn.com](mailto:gary@knottlinn.com)

[www.knottlinn.com](http://www.knottlinn.com)

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Chuck Corica Renovation Budget  
36 Holes and Driving Range  
(000's)

	Original	
	KemperSports	
	<u>36 Hole Budget</u>	
Engineering, Permitting, Start-up	\$ 50	Allowance
Erosion control	50	Allowance
Survey and staking	10	Allowance
Strip greens	20	Assumes 150K SF @ \$.12/SF
Drainage	200	Allowance
Shaping	100	Allowance
Greens mix	820	Assumes 150K SF @ \$5.50/SF
Bunkers rebuilt	150	Assumes 40 bunkers, remove sand, install drainage, replace sand. 80K SF @ \$1.90/SF
Bunkers new	100	Assumes 20 new bunkers @ 2K SF each. 40K SF @ \$2.50/SF
Irrigation/repair	1,000	Assumes new pump station to supply all 27 holes, with acid injection & fertigation. 500 heads @ \$1,350/head
Finishing	100	Assumes 64 acres @ \$2,350/acre
Soil amendments	100	Allowance
Grassing/sod	200	Assumes 150K SF of creeping bent grass seeding @ \$.70/SF. Assumes \$95K of sod and seed
Lake/canal dredging	450	Assumes 30K CY of dredge material @ \$15/CY
Lake aeration	50	Allowance
Cart paths	100	Assumes 7,700 LF of 8' wide asphalt cart path @ \$13/LF
Tee leveling/new	100	Assumes 110 SF @ \$.90/SF
Grow-in	500	Allowance
Supervision/expenses	300	
Course Renovation Total	<u>\$ 4,400</u>	
Driving Range Renovation	600	See attached exhibit + \$50K for netting repairs
Contingency	250	
<b>36 Hole Renovation Budget</b>	<b>\$ 5,250</b>	
<b>New MIF &amp; South Course</b>	<b>\$ 1,000</b>	
<b>South Course 9 Holes</b>		
Start-up	\$ 50	
Greens	250	
Tees	100	
Bunkers	100	
Drainage	125	
Mass grading & shaping	200	
Tree work	50	
Grow-in	325	
Irrigation	1,000	
Supervision	100	
	<u>\$ 2,300</u>	
Contingency	200	
<b>MIF &amp; South Contingency</b>	<b>\$ 2,500</b>	
<b>Estimated Renovation Costs</b>	<b>\$ 8,750</b>	



The items below are considered essential to maintain continued successful operation of junior golf programs at the Chuck Corica Golf Complex. The city will ensure these items directly or via an operator management agreement or lease.

Guiding Principles – Alameda Junior Golf and Junior Programs

- Rates – Juniors
  - City of Alameda is committed to maintaining long-term affordable access to golf for juniors less than 18 years old.
  - Rates on golf courses will be approved by the City Council – not subject to operator discretion.
  - No substantial junior rate changes are expected, nor would they be imposed to pay for any planned golf course improvements.
- City or Operator will ensure Alameda Junior Golf access for programs on
  - Mif Albright Par 3 course
  - Practice area for chipping or short shots
  - Large practice putting green – suitable for miniature golf configuration
  - Teaching Lawn suitable for SNAG golf
- Operator will provide space for AJG office (repair/replace office with mold)

AJG Driving Range Privileges	<ul style="list-style-type: none"> <li>• Half price driving range balls for juniors</li> <li>• Half price annual fee card</li> <li>• Free driving range balls for juniors taking lessons or clinics provided by operator or AJG instructors</li> </ul>
Junior Play Rates	<ul style="list-style-type: none"> <li>• \$1 effective resident junior rate on Mif Par 3 and regulation courses (higher fee to the course may be achieved through NCGA re-imbursments or operator’s foundation or similar programs)</li> <li>• \$10 non-resident juniors rate (may be reduced with use of NCGA card and related reimbursement)</li> <li>• Junior rates must be offered during all tee times on Par 3 and at least one regulation course and during twilight on both courses.</li> </ul>
Junior Lessons Introductory Golf Program Saturdays	<ul style="list-style-type: none"> <li>• Operator will offer Teaching Program with Pros providing Free Junior Lessons (1.5 hours) on April – September.</li> <li>• Saturdays 10.30 to Noon.</li> <li>• Class size up to 30</li> <li>• Including free range balls</li> </ul>
Junior Tournaments	<ul style="list-style-type: none"> <li>• Access to all courses for AJG tournaments (approximately 4/mo May - Sept) at junior rate of \$1</li> <li>• Most tournaments to be held mid-week</li> </ul>
Annual EBJ Tournament Support	<ul style="list-style-type: none"> <li>• Tournament Planning Support – tee sheets for up to 250+ players with varying ages and skill levels</li> <li>• AJG special rate of \$5 per player per day (\$10 total for two day mid-week tournament)</li> <li>• Professional support to execute the tournament to meet NCGA standards for Premier Junior Events</li> </ul>
High School Teams	<ul style="list-style-type: none"> <li>• Driving range balls for HS teams (free small bucket to warm up prior to competition)</li> <li>• Free practice rounds when practicing as a team</li> </ul>

**Guiding Principles – Residents, Seniors and Other**

- Rates –
    - City of Alameda is committed to maintaining affordable access to golf for seniors
    - City of Alameda would like to provide discounted access to golf for its residents (vs. non-residents)
    - Actual rates on regulation courses will be set (approved) by the City Council.
  - Commuters Tournament
    - City of Alameda requires operator support for the Commuters Tournament.
    - Operator will provide office and storage space for the historic event
    - Operator will provide Professional Tournament Support as in years past
    - Operator will provide preferred rates
  - Operator will maintain “Memorial Trees” on any golf course property even if on a closed hole. Trees lost due to re-configuration will be replaced by the operator / golf course.
  - Donations
    - Golf course will continue to make generous donations of tee times for Alameda non-profits (e.g. school auction).
  - Golf Commission
    - The operator will consult with the golf commission prior to any significant actions regarding the golf complex.
-