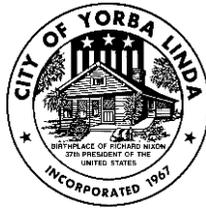


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CITY OF YORBA LINDA



Land of Gracious Living

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CITY COUNCIL/REDEVELOPMENT AGENCY ADJOURNED  
JOINT MEETING AGENDA

SEPTEMBER 22, 2009

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**CALL TO ORDER**

The City Council/Redevelopment Agency will convene on September 22, 2009 at 6:30 p.m. in the Council Chambers at 4845 Casa Loma Avenue, Yorba Linda.

**ROLL CALL**

Council/Agency Members: Anderson, Horton, Rikel, Schwing, Winder  
Staff Members: Adams, Brown, Hartman, Leto, Raymond

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENT ON THE ITEMS ON THE AGENDA**

**HOLIDAY LEASE ON RDA PROPERTY LOCATED AT 18403 YORBA LINDA BOULEVARD**

**STUDY SESSION RE BLACK GOLD GOLF CLUB**

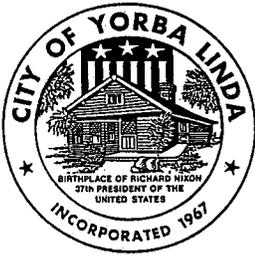
**ADJOURNMENT**

A Town Hall meeting will be held at 6:30 p.m. on September 29, 2009 at Bryant Ranch Elementary School. A Special meeting will be held at City Hall on September 30, 2009 at 6:30 p.m. re Ethics Ordinance and City Manager Goals.

The next regularly scheduled City Council/Redevelopment Agency Joint Meeting is October 6, 2009.

**NOTE: ALL STAFF REPORTS AND RELATED ATTACHMENTS FOR ITEMS ON THIS AGENDA ARE ON FILE IN THE CITY CLERK'S OFFICE AND ARE AVAILABLE FOR PUBLIC INSPECTION AT THE CITY'S LIBRARY. AS AN ADDITIONAL SERVICE, THE CITY NOW PROVIDES THE STAFF REPORTS AND RELATED ATTACHMENTS ON THE CITY'S WEBSITE. PLEASE NOTE THAT IT IS NOT ALWAYS POSSIBLE TO EMBED ALL ATTACHMENTS AND MAPS. THUS, IF YOU REQUIRE A FULL AND COMPLETE COPY OF THE AGENDA PACKET, YOU SHOULD NOT RELY UPON THE WEBSITE MATERIALS ALONE.**

**IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), THE CITY WILL MAKE EVERY REASONABLE ATTEMPT TO ACCOMMODATE ANY ATTENDEE OR PARTICIPANT AT THIS MEETING NEEDING SPECIAL ASSISTANCE BEYOND WHAT IS NORMALLY PROVIDED. PLEASE CONTACT THE CITY CLERK'S OFFICE AT (714) 961-7150 AT LEAST 48 HOURS PRIOR TO THIS MEETING TO INFORM US OF YOUR PARTICULAR NEEDS AND TO DETERMINE IF ACCOMMODATION IS FEASIBLE. PLEASE ADVISE US AT THE TIME YOU CALL IF SPECIAL ASSISTANCE IS REQUIRED TO ATTEND OR PARTICIPATE IN MEETINGS ON A REGULAR BASIS.**



# STAFF REPORT

## CITY OF YORBA LINDA

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Administration Department

**DATE:** SEPTEMBER 22, 2009

**TO:** HONORABLE MAYOR/CHAIR AND MEMBERS OF THE CITY COUNCIL/REDEVELOPMENT AGENCY

**FROM:** PAMELA STOKER, HSG. & REDEVELOPMENT SPECIALIST

**SUBJECT:** HOLIDAY LEASE ON RDA PROPERTY LOCATED AT 18403 YORBA LINDA BOULEVARD

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### RECOMMENDATION

It is recommended that the Redevelopment Agency approve a holiday lease agreement(s) on Agency owned property located at 18403 Yorba Linda Boulevard. It is further recommended that the Agency authorize the Executive Director to prepare and execute the necessary agreements.

### BACKGROUND

Since 1992 the Agency has frequently provided a temporary lease on the property located at the northwest corner of Yorba Linda Boulevard and Imperial Highway to seasonal businesses. Once again this year, staff has been approached by two vendors wishing to occupy the site for the purpose of providing a pumpkin patch and a Christmas tree lot.

### DISCUSSION

The lessees wish to operate a temporary retail business over the next three months. The pumpkin patch would begin operation in late September through the first week in November. The Christmas tree lot would follow immediately after vacation of the pumpkin patch and would operate through the last day of December. The Agency anticipates a combined revenue of \$14,000 to \$15,000 for the three month period.

Staff is requiring that prior to entering into the lease agreement; the lessees must obtain written consent from the adjacent property owners/tenants on the site (Original Pancake House and ERA Real Estate). The requested consent is to make known to the adjacent businesses the intent of the temporary use, the parking layout, hours of operation, location of utility connections, disposal services, etc.

Additionally, the lease requires that the vendor maintain the site in a neat and orderly manner, and that the property be returned to its original condition upon termination of the lease, including the replanting of the flower field.

**RECOMMENDATION**

It is recommended that the Redevelopment Agency approve a holiday lease agreement(s) on Agency owned property located at 18403 Yorba Linda Boulevard. It is further recommended that the Agency authorize the Executive Director to prepare and execute the necessary agreements.

**ALTERNATIVES**

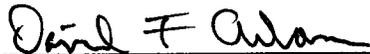
The Agency may opt to reject the request for temporary lease of the Agency-owned site.

**ATTACHMENTS**

Sample Lease Agreement

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Approved by:



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David F. Adams  
City Manager

[Date]

Lessee Name  
Lessee Address

Re: Letter of Agreement for the Temporary Lease of Property at NWC Yorba Linda Boulevard and Imperial Highway for the Sale of \_\_\_\_\_

Dear \_\_\_\_\_:

This letter shall be our Agreement regarding the Temporary Lease of Property at 18403 Yorba Linda Boulevard, to be leased by \_\_\_\_\_, Sole Proprietorship, ("Lessee") from the Yorba Linda Redevelopment Agency ("Lessor").

The Lessee wishes to operate a temporary retail business on the Agency-owned property located at the northwest corner of Yorba Linda Boulevard and Imperial Highway, 18403 Yorba Linda Boulevard ("Property"). The Lessee is being granted temporary use of the Property beginning \_\_\_\_\_, 2009 through \_\_\_\_\_, 2009 for the sole purpose of a seasonal \_\_\_\_\_. The lease period includes time allotted for set-up, sales, clean-up and tear-down of the site. The following provisions are considered terms of the lease agreement:

1. Lessee shall be allowed to operate a \_\_\_\_\_ on the Property for a period of time beginning \_\_\_\_\_, 2009 through \_\_\_\_\_, 2009.
2. The Lessee shall be subject to all other applicable City ordinances and regulations, including the acquisition of a Temporary Use Permit and City Business License prior to commencement of operations.
3. Lessee shall pay a lease amount of \$\_\_\_\_\_ to the Agency for the use of the Property for the time period specified in Section 1 above. The lease amount shall be made payable to the Yorba Linda Redevelopment Agency and shall be submitted to the Agency upon issuance of a Temporary Use Permit.
4. The hours of operation for the Christmas tree lot shall be consistent with the City of Yorba Linda's Municipal Code. The lot shall begin operations no earlier than 9:00am and shall cease all activity on the site no later than 10:00pm.
5. The Property shall be maintained in a neat and orderly manner to the satisfaction of the Yorba Linda Redevelopment Agency. On or before \_\_\_\_\_, 2009, the Property shall be cleaned and cleared of all debris to the satisfaction of the Yorba Linda Redevelopment Agency. Any ground cover placed on the site (ie. wood chips) as

part of the temporary operation must be removed by the Lessee and the groundcover that currently exists on the site (ie. wild flowers) must be replaced or re-seeded to the satisfaction of the Yorba Linda Redevelopment Agency.

6. Lessee shall obtain written consent from adjacent property owners/tenants on the site (ie. ERA Real Estate and Original Pancake House) and provide proof of such consent prior to commencement of operations on the Property. The adjacent property owners/tenants shall be made fully aware of the intended use of the site, the duration of the lease, the hours of operation, the designated parking areas, and the Lessee's commitment to the maintain the Property in a condition satisfactory to the Yorba Linda Redevelopment Agency.
7. The Lessee shall carry minimum insurance requirements as described in more detail below:

Prior to commencement of the Lease, Lessee shall provide proof of General Liability insurance with coverage at least as broad as Insurance Services Office "occurrence" Form CG 0001 and Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form CA 0001 in the amount of \$1,000,000. The Agency, its officials, officers, employees, agents and volunteers shall be additional insured with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Lessee; or (4) contain any other exclusions contrary to this Agreement. If the existing policies do not meet these insurance requirements, Lessee agrees to amend, supplement or endorse the policies to do so. If Lessee is an employer or otherwise hires one or more employees during the term of this Lease, Lessee shall also provide proof of workers' compensation coverage as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

Lessee shall defend, indemnify and hold the Agency, City, their officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, and injuries, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Lessee, its officials, officers, employees, agents, consultants, contractors, subconsultants, or subcontractors arising out of or in connection with the performance of the Lease, including, without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. Lessee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Agency, City, their directors, officials, officers, employees, agents, and volunteers.

Lessee warrants that the individual who has signed this Agreement has the legal power, right and authority to make this Agreement and bind the Contractor hereto. If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. A fully executed copy of this Letter of Agreement will be returned to you for your records.

**YORBA LINDA REDEVELOPMENT AGENCY**

**LESSEE**

*Reviewed and Accepted by Lessee:*

By: \_\_\_\_\_  
David F. Adams  
Executive Director

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

\_\_\_\_\_  
Name

Attest:

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Kathie Mendoza  
Agency Secretary

\_\_\_\_\_  
Date

Approved as to form:

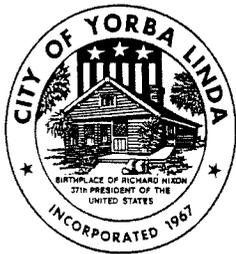
By: \_\_\_\_\_  
Best Best & Krieger LLP  
Agency Counsel

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# STAFF REPORT

## CITY OF YORBA LINDA

Recreation and Community Services Department

**DATE:** SEPTEMBER 22, 2009

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** SUSAN LETO, DIRECTOR OF RECREATION AND COMMUNITY SERVICES

**SUBJECT:** STUDY SESSION RE: BLACK GOLD GOLF CLUB

### RECOMMENDATION

It is recommended that the City Council:

1. Provide direction to staff on:
  - a. Whether or not to establish a Black Gold Citizens Advisory Committee that would be responsible for the direct oversight of the Black Gold Golf Club's operations and maintenance in addition to the oversight provided by staff and consultants.
  - b. What turf and soil improvements to implement.
2. Receive and file the information on the Black Gold Golf Club.

### BACKGROUND

Staff has reported to the City Council about the operations and turf conditions of Black Gold Golf Club in 2007 on April 21 and October 2; and in 2008 on February 19, July 15, September 16, October 21, and November 18; and in 2009 on March 3, April 21, May 5, and June 2, 2009. Staff also met with the City Council Finance Committee on September 10, 2007 and September 18, 2007 to discuss the golf cart and GPS lease options. Staff also met with the City Council Finance Committee in 2003 during the refinancing of the bonds and on September 10 and September 18, 2007 to discuss the golf cart and GPS lease options. Most recently, the Finance Committee met to discuss the RDA funding of the golf course.

At the regular meeting of June 2, 2009, the City Council motioned to have each Councilmember submit a list of questions regarding Black Gold Golf Course to the City

Manager and return with a staff report at a future council meeting. Staff was then directed by the Interim City Manager, Mr. Kelly, to prepare for a Study Session with the City Council relative to the golf course. Mr. Kelly directed staff to include a history of the golf course and City Council actions, an overview of the Finances of the golf course, the characteristics of the golf course turf and soil conditions, and the proposed options to improve the turf and soil conditions.

In addition, at the regular meeting of June 16, 2009, the City Council moved "that the establishment of a Black Gold Citizens Advisory Committee be brought up on a future agenda during the Black Gold Golf Club discussion, and to remove the Golf Course Agronomic Plan Turf, Golf Course Improvements Hole #14 and Golf Course Driving Range from the CIP Budget."

## **DISCUSSION**

Attached is a comprehensive packet containing the history of Black Gold Golf Club, City Council actions relative to Black Gold Golf Club, an overview of the operations of Black Gold Golf Club, responses to the questions submitted by City Council in June and July 2009; and an analysis, and improvement recommendations relative to the soil and turf conditions.

In addition to providing information about Black Gold Golf Club, staff is requesting that the City Council provide direction on the following:

- Citizen's Advisory Committee  
If the City Council determines that a Citizen's Advisory Committee needs to be established, the matter could be referred to the Parks and Recreation Commission to analyze what specific functions of the operations of Black Gold Golf Club need to be reviewed; how often the review should occur within a calendar year; what the minimum qualifications should be to serve on such a committee; and whether the oversight of the golf course should be included as "Duties of the Parks and Recreation Commission." Any recommendations made by the Parks and Recreation Commission would be reviewed and approved by the City Council.
- The Turf and Soil Improvements  
Improvements are needed to the turf and soil in order to sustain any type of root growth and playable conditions. The *Turf Conditions – Solutions and/or Alternatives* section of the Study Session document provides the City Council with some options to resolving the issue. In addition, the presentation and questions answered by the consultants at this Study Session may provide additional assistance in rendering a decision.

## **RECOMMENDATION**

It is recommended that the City Council:

1. Provide direction to staff on:
  - a. Whether or not to establish a Black Gold Citizens Advisory Committee that would be responsible for the direct oversight of the Black Gold Golf Club's operations and maintenance in addition to the oversight provided by staff and consultants.
  - b. What turf and soil improvements to implement.
2. Receive and file the information on the Black Gold Golf Club.

## **FISCAL IMPACT**

There is no fiscal impact. However, staff would report back to the City Council on the fiscal impact to any action approved by the City Council.

## **ALTERNATIVES**

The City Council, upon the completion of the Study Session, may choose other alternatives to resolving the oversight of the golf course, and the improvement plan for the soil and turf.

## **ATTACHMENTS**

Black Gold Golf Club Study Session Document

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Approved by:



David Adams  
City Manager

Certified as to Fiscal Impacts:



Susan L. Hartman  
Finance Director