



Meeting Date: 06/16/09

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s) _____	<input checked="" type="checkbox"/> Report
<input type="checkbox"/> Res. No(s) _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Cyndi Hookstra, Management Analyst III *CH* Agenda Item No. 0-1

Reviewed By: City Manager *[Signature]* City Attorney *SMF* Finance *[Signature]* Other (Specify) -

**DATE:** June 16, 2008

**TO:** City Council

**FROM:** Michael Henderson, General Services Superintendent *[Signature]*  
City Manager's Office

**SUBJECT:** **Fourth Amendment of the Second Agreement with High Tide and Green Grass, Inc. Related to the River Ridge Golf Club**

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute a Fourth Amendment to the Second Agreement with High Tide and Green Grass, Inc. for the operation, maintenance and management of a thirty-six hole golf course referred to as the River Ridge Golf Club located at 2401 Vineyard Avenue.

**DISCUSSION**

On July 1, 2008, the City Council amended the agreement with High Tide and Green Grass, Inc. for the operation, maintenance and management of the River Ridge Golf Club to reflect the addition of the last nine holes of the Victoria Lakes course. The August 22, 2008 opening of the final nine holes completed the transition of the River Ridge Golf Club to a 36-hole facility. At that time, staff recommended a third amendment to the Second Agreement with High Tide and Green Grass, Inc. for ten months of maintenance and operation of the City's 36-hole golf course facility. The staff report and amendment to the exhibit setting forth additional payments to the Club operator should have reflected twelve full months of Minimum Base Revenue for fiscal year 2008-2009 ("FY08/09") – two months as a 27-hole facility and ten months as a full 36-hole facility.

The proposed Fourth Amendment replaces section 4 of Exhibit C-1-1 to the Second Agreement and increases the FY08/09 Minimum Base Revenue from \$3,750,000 to \$3,900,000. This revision reflects an increase in operating minimum base revenue of \$150,000 for the entire thirty-six hole course for twelve months of operations.

The Fourth Amendment also corrects typographical errors made in the Third Amendment concerning minimum base revenue listed in Exhibit C-1.1. The typographical errors had no fiscal impact in that they were mere misstatements of minimum base revenues of prior fiscal years and were unrelated to the substantive changes made in the Third Amendment for FY08/09.

**FINANCIAL IMPACT**

For FY08/09, minimum base revenues will increase by \$150,000 from \$3,750,000 to \$3,900,000 for the correction for two additional months of operation.

(MH/ci)

Attachment 1 - Fourth Amendment to the Second Agreement with High Tide and Green Grass, Inc.

**FOURTH AMENDMENT TO THE SECOND AGREEMENT FOR THE OPERATION,  
MAINTENANCE AND MANAGEMENT OF THE RIVER RIDGE GOLF CLUB**

This Fourth Amendment to the Second Agreement for the Operation, Maintenance and Management of the River Ridge Golf Club ("Fourth Amendment") is made and entered into in the County of Ventura, State of California, this 2nd day of June, 2009, by and between the City of Oxnard, a municipal corporation ("City"), and High Tide and Green Grass, Inc. ("Operator"), and amends the Second Agreement effective on December 1, 1998, as previously amended by the First Amendment to the Second Agreement dated December 9, 2003, the Second Amendment to and Restatement of Second Agreement dated October 19, 2004, and the Third Amendment to the Second Agreement dated July 1, 2008.

WHEREAS, City and Operator agree that each party performed its duties under the Second Agreement and the amendments thereto; and

WHEREAS, City and Operator desire to further amend the Second Agreement to (i) correct the table of Minimum Base Revenues in Exhibit C-1.1 to the Third Amendment so that such table is consistent with the table attached to the Second Amendment to and Restatement of Second Agreement for fiscal years 2005 through 2008, and (ii) to revise the Minimum Base Revenue applicable to fiscal year 2008/2009 to reflect the addition of nine (9) holes to the River Ridge Golf Club.

NOW, THEREFORE, City and Operator agree as follows:

A. Section 4 of Exhibit C-1.1 to the Second Agreement, as amended, is amended to read as follows:

"4. Minimum Base Revenue

The Minimum Base Revenue for the ten year period beginning July, 1999 shall be as follows:

FY 99/00	\$2,400,000
FY 00/01	\$2,420,000
FY 01/02	\$2,440,000
FY 02/03	\$2,450,000
FY 03/04	\$2,460,000
FY 04/05	\$3,013,000
FY 05/06	\$3,294,500
FY 06/07	\$3,304,500

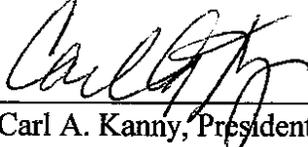
FY 07/08            \$3,314,500  
FY 08/09            \$3,900,000"

B.            Except as amended by this Fourth Amendment, the Second Agreement, as previously amended and restated, remains in full force and effect.

CITY OF OXNARD

HIGH TIDE AND GREEN GRASS, INC.

\_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

  
\_\_\_\_\_  
Carl A. Kanny, President

ATTEST:

APPROVED AS TO CONTENT:

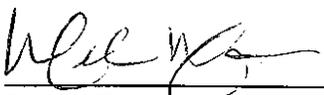
\_\_\_\_\_  
Daniel Martinez, City Clerk

  
\_\_\_\_\_  
Michael Henderson, Project Manager

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

  
\_\_\_\_\_  
James Cameron, Risk Manager