MEMORANDUM

June 29, 2010

TO: The Honorable Mayor and City Council

FROM: Katherine Gong Meissner, City Clerk

SUBJECT: INFORMATION FOR CONCURRENT COUNCIL/REDEVELOPMENT AGENCY MEETING OF JUNE 29, 2010 AGENDA ITEMS 6.04 AND 9.02

The attached correspondence is being circulated around the bench for the Council’s information as it relates to the following items:

1. Item 6.04 — Approve Findings and Authorize a Three-Year Agreement Valleycrest Golf Course Maintenance for maintenance of City’s Golf Courses: Attachment to the Resolution, Item X. Grounds Maintenance of Adjacent Premises, Subsections C, D, and E have been eliminated.

2. Item 9.02 — City Initiated Code Amendment to Allow Cannabis Dispensaries:
   a) Comments regarding the Proposed Ordinance and Guidelines from Gary Gershon on behalf of the American Civil Liberties Union (ACLU).
   b) Correspondence from Robert Alejandro, on behalf of Earth’s Finest Medicine, Inc., containing letters of interest to allow opening of two marijuana dispensaries.
   c) Correspondence from the Law Offices of Patrick D. Goggin, representing a team who wishes to apply for a permit to operate a dispensary.

If you have any questions, please call me at 937-8459.

KATHERINE GONG MEISSNER
CITY CLERK

KGM:dms

Attachments

Emc: City Manager
    City Attorney
C. **Repair and Replacement**

**CONTRACTOR** shall be responsible for irrigation repair and/or replacement up to but not exceeding $28,000.00 per year in total.

D. **Damage**

Any damages to system caused by **CONTRACTOR'S** equipment or carelessness while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one (1) watering period.

Vandalism, excessive damage caused by others, or faulty controllers shall be reported promptly to **CLIENT REPRESENTATIVE**.

VIII. **POTABLE WATER AND SEWER SYSTEM**

**CONTRACTOR'S** responsibility for the potable water system and sewer system shall only be that of minor repairs and maintenance. Items requiring outside service or expertise will be the **OWNER'S** responsibility or billed as an extra charge.

IX. **LAKE WATER AND AQUATIC WEED MANAGEMENT**

A. **Lakes and Waterways**

Lakes and waterways shall be treated for weed and algae infestation by a combination of approved aquatic herbicides and water colorants. Treatments may be applied by **CONTRACTOR**, licensed sub-**CONTRACTOR**, or a combination thereof. Physical removal may be necessary to keep lakes aesthetically pleasing.

X. **GROUNDS MAINTENANCE OF ADJACENT PREMISES**

A. **Swenson Park Golf Course - Utility Easement**

**CONTRACTOR** shall mow weekly at 2-1/2", keep free from weeds, fallen tree limbs, debris/litter, maintain irrigation system and apply adequate water to keep turf in optimal growing condition.

B. **Swenson Park Golf Course - Five Mile Slough**

**CONTRACTOR** shall remove debris/litter on a regular basis and maintain the aquatic environment through the removal of water hyacinth.
C. Swenson Park Golf Course - Swenson Park

CONTRACTOR shall mow weekly at 2-1/2", and maintain the irrigation system.

D. Swenson Park Golf Course - View Park

CONTRACTOR shall mow weekly at 2-1/2" and maintain the irrigation system.

E. Lyons Golf Course - Commanding Officers House Grounds

CONTRACTOR shall mow and edge the turf weekly, maintain the mature landscaping as necessary as well as the irrigation system.

XI. MISCELLANEOUS

A. Weekend and Holiday Schedule

Greens mowing and course set-up shall be done.

B. Practice Range

Move tee markers daily, fill divots with sand/mix, police area, and remove litter.

C. Materials

All maintenance materials unless otherwise specified will be supplied by CONTRACTOR, and shall conform to specifications. These supplies, materials, and equipment shall include, but not be limited to:

All equipment necessary or appropriate for the performance of services under this Agreement, together with all necessary gas, oil, and spare parts for all equipment used by CONTRACTOR will be contractor’s responsibility.

All necessary top dressing, seed, fertilizers, fungicides, insecticides, and herbicides will be contractor’s responsibility.

Tee towels, soap, putting green cups and flags, bunker rakes, tee markers, trash receptacles, and other similar golf course equipment.

Contractor will provide Sand for bunkers to maintain the minimum required depth.