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Any discloseable public records related to an open session item on a regular meeting agenda and distributed by the City to the City Council less than 72 hours prior to that meeting are available for public inspection at City Hall (31200 Oak Crest Drive, Westlake Village) during normal business hours.

AGENDA

Special Meeting of the City Council

CITY OF WESTLAKE VILLAGE
City Council Chambers
31200 Oak Crest Drive

Wednesday, August 5, 2015

CALL TO ORDER: 6:30 p.m.

ROLL CALL: Councilmembers Rutherford, Halpern, Mayor Pro Tem
McSweeney, Mayor Davis

CITY COUNCIL COMMITTEE REPORTS

1. **PROPOSED AGREEMENT WITH WESTLAKE GOLF COURSE** – Consideration of a recommendation from the Environmental Committee to approve an agreement with the Westlake Golf Course concerning the maintenance of landscaping in the public right-of-way along Agoura Road, adjacent to the Golf Course property.

CLOSED SESSION:

1. Conference with Legal Counsel – Anticipated Litigation
*Initiation of Litigation (California Government Code Section 54956.9(d)(4)):
1 potential case*

RECONVENE:

CLOSED SESSION REPORT:

ADJOURNMENT:

To access Staff Reports go to www.wlv.org and click on Online City Council Meetings

TO: Mayor and City Council
FROM: Raymond B. Taylor, City Manager
SUBJECT: WESTLAKE GOLF COURSE LLC LANDSCAPE REPLACEMENT AGREEMENT

OVERVIEW

This report addresses a proposed agreement between the Westlake Golf Course LLC (“Golf Course”) and the City. With this agreement, the Golf Course will be allowed to remove existing turf within the City right-of-way along a section of Agoura Road and replace it with drought tolerant plant materials (drought landscaping).

BACKGROUND

With the severe water drought, the Golf Course is trying to conserve and reduce water usage. The existing course consists of a significant amount of grass throughout the entire property totaling roughly 88 acres.

To accomplish a reduction in water use, the Golf Course is planning on replacing approximately twenty acres of existing turf with drought landscaping at various locations throughout the property (refer to attached exhibit). These turf replacement areas also include the replacement of turf along Agoura Road which includes the City’s right-of-way. This right-of-way along Agoura Road is ten feet wide between the Chevron Gas Station and the Westlake Inn and totals about 0.6 acres. Historically, the grass area in this right-of-way has been maintained by the Golf Course.

FINDINGS AND ALTERNATIVES

In order for the Golf Course to make these improvements on City property, an agreement has been prepared by the City Attorney (see attached). In the draft agreement, the Golf Course is proposing the following: (1) all work in the City right-of-way will be performed by the Golf Course at no cost to the City; (2) the Golf Course will provide irrigation water to the City’s property at no cost; and (3) the City will perform its own maintenance on the City property at its own expense.

The terms of this proposed agreement are slightly different than what the Environmental Committee (comprised of Mayor Davis and Mayor Pro-Tem McSweeney) initially discussed

with Golf Course representatives at a recent meeting. At this meeting, it was suggested the City would pay a pro-rata share of the installation and maintenance costs. However, since this meeting the City Attorney has advised that if City funds are used, the Golf Course would have to pay prevailing wages for work done on its property. Due to the complications this would create for the Golf Course in following this procedure, the Golf Course has agreed to provide all construction and irrigation water to the City at no cost.

FISCAL IMPACT

There is a small maintenance cost to the City associated with the agreement which is estimated to be in the range of approximately \$200 per month. The City's Landscape Maintenance Assessment District is able absorb this additional cost with no budget adjustment necessary.

RECOMMENDATION

It is recommended that the City Council approve the attached agreement with the Westlake Golf Course LLC. Should the City Council concur with this recommendation, the appropriate motion is:

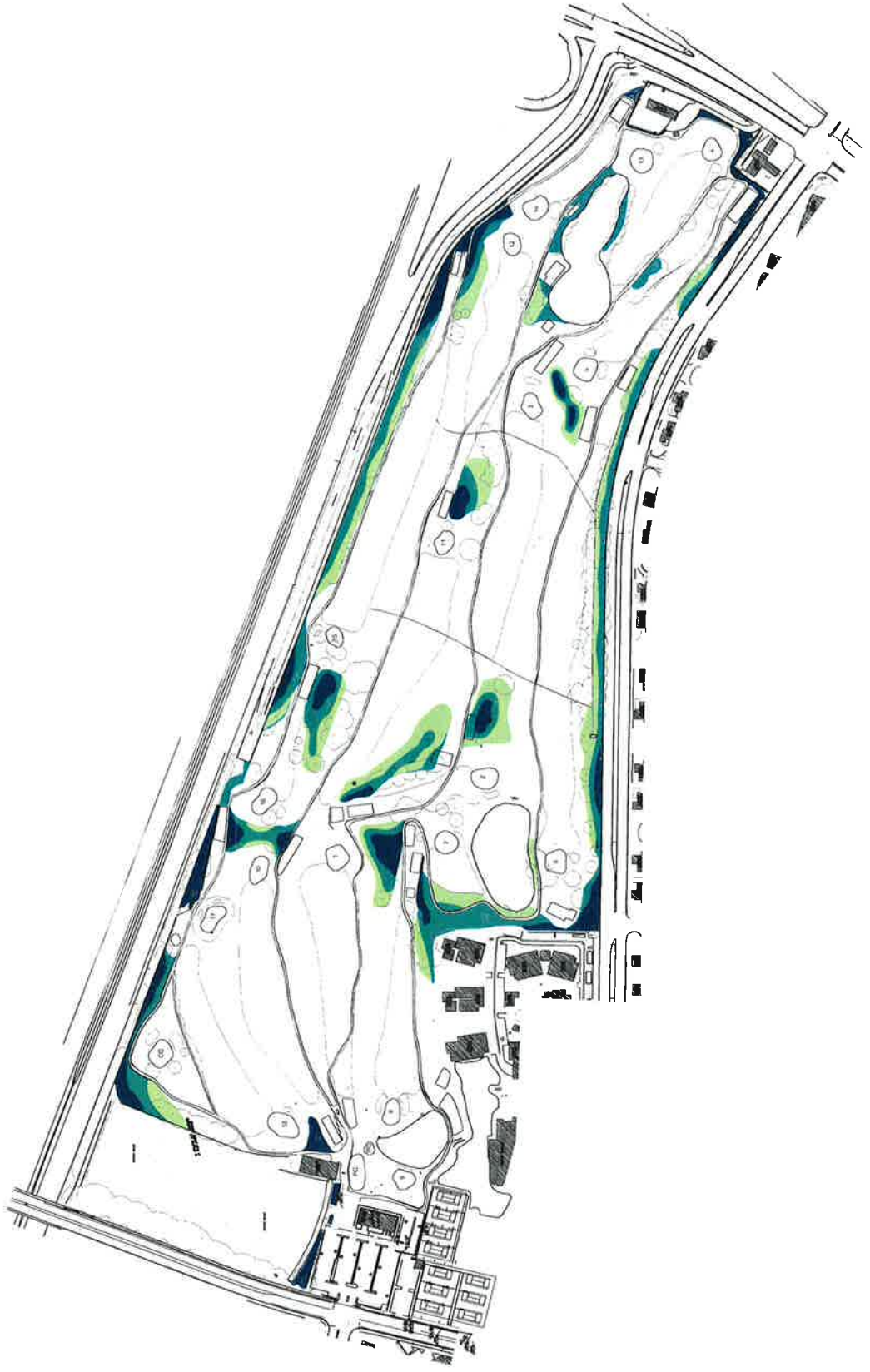
MOTIONS: I move that the City Council: (1) approve the Westlake Golf Course Agreement; and (2) authorize the Mayor and City Clerk to sign the agreement on behalf of the City."

ROLL CALL: No

Prepared by: John Knipe, City Engineer

Attachments: (1) Golf Course Turf Replacement Exhibit
(2) Westlake Golf Course Agreement

WESTLAKE GOLF COURSE
TURF REPLACEMENT



LANDSCAPE COST SHARING AGREEMENT

1. IDENTIFICATION

THIS LANDSCAPE COST SHARING AGREEMENT ("Agreement") is dated August 5, 2015 ("Effective Date") and is between the City of Westlake Village, a California municipal corporation ("City"), Westlake Golf Course LLC, a California limited liability company ("WGC"), Golf and Tennis Management, Inc., a California corporation ("GTM"), and Triliad Development, Inc., a California corporation ("TD"). WGC, GTM, and TD are collectively referred to herein as "Golf Course."

2. RECITALS

2.1 Golf Course owns and operates an eighteen hole golf course at 4812 Lakeview Canyon Road, Westlake Village. Golf Course's facility abuts City right-of-way ("ROW") on the north side of Agoura Road between the Westlake Village Inn and the Chevron station. The ROW and the adjacent part of Golf Course's facility are depicted on the attached Exhibit A.

2.2 The ROW is landscaped with grass that, historically, has been maintained by Golf Course at its sole expense. Golf Course is installing drought-friendly plant materials ("drought landscaping") at its property and desires to replace the ROW grass as part of such project.

2.3 This Agreement provides for cost sharing by City and Golf Course with respect to re-landscaping and future maintenance of the ROW.

NOW, THEREFORE, the parties agree as follows:

3. TERM

This Agreement shall commence on the Effective Date and shall remain in effect until August 5, 2020.

4. GOLF COURSE OBLIGATIONS

4.1 Grass Replacement. Free of charge to City, Golf Course shall replace the existing ROW grass with drought landscaping. The ROW drought landscaping installation shall be subject to review and approval by City's landscape architect.

4.2 Irrigation. Free of charge to City, Golf Course shall provide irrigation water to the ROW drought landscaping. The irrigation schedule shall be subject to review by City's landscape architect and coordination with Golf Course.

5. CITY OBLIGATIONS

5.1 Maintenance. Free of charge to Golf Course, City shall maintain the ROW drought landscaping and the ROW irrigation equipment.

5.2 Replacement Landscaping. Free of charge to Golf Course, City shall acquire and install any replacement ROW drought landscaping.

6. NOTICES

Any notices related to this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by e-mail or before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses designated below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this Section.

City:

City of Westlake Village
31200 Oak Crest Drive
Westlake Village, CA 91361
Attn: Ray Taylor
E-mail: RAY@wlv.org

Golf Course:

Westlake Golf Course, LLC
4812 Lakeview Canyon Road
Westlake Village, CA 91361
Attn: Valerie Draeger, Triliad Development, Inc.
Email: mail@triliad.com

7. LITIGATION

In the event that either party shall commence any legal action or proceeding to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including actual attorney's fees. The venue for any litigation shall be Los Angeles County, California.

8. INTEGRATION

This Agreement represents the entire and integrated contract between City and Golf Course related to cost sharing for the re-landscaping and future maintenance of the ROW. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. This Agreement supersedes all prior oral or written negotiations, representations or agreements on this subject matter. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties that expressly refers to this Agreement.

EXECUTED:

Westlake Golf Course LLC

By: _____
Manager

By: _____
Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the limited liability corporation's articles of incorporation state that it is managed by only one manager.]

Golf and Tennis Management, Inc.

By: _____
 Chairman President Vice President

By: _____
 Secretary Asst. Secretary
 Chief Finance Officer Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

Triliad Development, Inc.

By: _____
 Chairman President Vice President

By: _____
 Secretary Asst. Secretary
 Chief Finance Officer Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

City of Westlake Village

By: _____
Ned E Davis, Mayor

ATTEST:

By: _____
Beth Schott, City Clerk

APPROVED AS TO FORM:

By: _____
Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Site Depiction

(attached)

