

AGENDA
LONGMONT GOLF COURSE ADVISORY BOARD
TWIN PEAKS GOLF COURSE CLUBHOUSE
November 21, 2011
7:00 p.m.

- 1. Roll Call**
- 2. Approval of Minutes of the October 24, 2011 meeting**
- 3. Communications**
 - A. Golf Professionals Monthly Reports
 - B. Other
- 4. Public Invited to be Heard**
- 5. Unfinished Business**
- 6. New Business**
 - A. Golf Course Concession Agreement Update
- 7. Items from the Board**
- 8. Items from the Staff**
- 9. Adjournment**

If you require special assistance to participate in a Golf Course Advisory Board meeting, please call Larry Mills, 303-651-8593, in advance of the meeting to make arrangements.

**MINUTES
LONGMONT GOLF COURSE ADVISORY BOARD
October 24, 2011**

The October 24, 2011 meeting of the Longmont Golf Course Advisory Board was called to order by Vice Chair Cannon at 7:00 p.m. in the Twin Peaks Golf Course clubhouse.

Item 1 – Roll Call

Jeff Cannon, Vice Chair, called the roll. Those present were Board Members Jeff Cannon, Ken Davis, Judson Hite, Matt Cain and Rick Phillips. Staff members present were Larry Mills, Kim Shugar, Sally Helms, Keith Martin and Sam Linnenburger. Chair, Jim Ruff, and Council Member Sean McCoy were absent.

Item 2 – Approval of Minutes of the Previous Meeting

Board Member Hite moved the minutes of the August 22, 2011 regular meeting be approved as written and Board Member Cain seconded. The motion passed unanimously.

Item 3 – Communications

A. Golf Professionals Monthly Reports for September

	September Revenue			September Rounds		
	Projected	Actual	YTD %	Projected	Actual	YTD %
Sunset	\$ 41,800	\$ 37,602	103.0%	3,250	3,022	106.0%
Twin Peaks	\$ 80,900	\$ 81,664	101.9%	3,440	3,388	105.7%
Ute Creek	\$ 150,800	\$134,600	92.9%	4,360	4,085	99.0%

Mr. Linnenburger reviewed Sunset and Ute Creek September round and revenue reports and Mr. Martin reviewed September round and revenue reports for Twin Peaks. During the month of September, Sunset was open 28 days. Twin Peaks was open 26 days and Ute Creek 30 days.

Item 4 – Public Invited to be Heard

There were no comments from the public.

Item 5 – Unfinished Business

There was no unfinished business.

Item 6 – New Business

A. Follow-up on THK Operational Review and Financial Analysis Report

Mr. Mills noted that the Board's meeting packet included a staff communication that outlined THK's low cost recommendations and the status of each. Mr. Mills asked if the Board had questions regarding the communication. Board Member Davis asked if his perception of the updates was correct in that by going forward with the THK recommendations this will only maintain status quo and nothing further. Mr. Mills agreed that Mr. Davis' perception was an honest assessment.

Board Member Hite asked if additional staff had been hired for marketing. Mr. Mills stated that there had been budget approval for additional part time, temporary staff to assist with marketing in 2012. Mr. Mills noted that marketing planning for 2012 had already begun. Board Member Davis asked if THK had defined a competitive market area and if there was a sense of what size of email database the courses in that area have in comparison to ours. Mr. Mills stated that they had not and this is a question that we could ask our CourseTrends marketing representative.

Board Member Cain asked about one of the emails that was sent to the Board requesting input regarding topics for the City Council retreat and if anyone had items that they would like to suggest. The Board and staff discussed this subject for some time, deciding not to send a recommended topic to the City Council; however, **Board Member Hite moved that the Board send a communication to the Council that indicates that the Golf Board doesn't have a direct item to suggest for the retreat other than the matters that were presented and identified in the THK report and that the Golf Course Advisory Board looks forward to the opportunity to update the Council regarding the status of the golf fund at a later date. Board Member Davis seconded and the motion passed unanimously.**

Vice Chair Cannon suggested Mr. Mills move on to the irrigation system subject. Mr. Mills noted that on page 26 of the Board packet there was an irrigation system analysis. He stated that one of the items that THK had included as a concern in their report was replacement of irrigation systems at Sunset and Twin Peaks. Mr. Mills went through the document and summarized the analysis for the Board along with options.

B. Discussion of Annual Pass/Membership Structure

Board Member Hite asked the group if it would be feasible to introduce an annual pass/membership structure that included all three courses. Mr. Mills noted that any changes in this area would require Council approval. There had not been any determination that this would be any more effective than current pass/membership offerings. There were no actions on this item.

Item 7 – Items from the Board

Board Member Davis noted that he had received a communication regarding Wayne Crow and Jeanette Heinle, pro shop staff at Sunset Golf Course. Board Member Davis stated that Mr. Jim Manzanares had sent an email regarding these employees. Mr. Manzanares stated in his email, "Wayne Crow and Jeanette Heinle have been terrific every time I have gone to the course. They are always cheerful and professional." Mr. Davis gave the communication to staff.

Item 8 – Items from the Staff

Mr. Mills noted that staff had forwarded three emails to the Board regarding requests from City Council. The first was the retreat topic request; the second was an invitation to discuss the future of Longmont and the third was a request for a Board Member to participate in interviews for upcoming Golf Course Advisory Board seat selections. It was agreed that Board Member Hite would be the Golf Course Advisory Board representative for interviews.

Item 9 – Adjournment

Board Member Hite moved that the meeting be adjourned. Board Member Cain seconded and Vice Chair Cannon adjourned the meeting at 8:30 p.m.

Minutes Approved:

Jim Ruff
Golf Course Advisory Board Chair

Sally Helms
Recording Secretary

2011

GOLF REVENUE

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>Total</u>
<u>Sunset</u>													
Projected	\$0	\$23,000	\$25,000	\$38,500	\$47,900	\$55,500	\$55,800	\$56,100	\$41,800	\$25,500	\$9,900	\$0	\$379,000
Projected YTD	\$0	\$23,000	\$48,000	\$86,500	\$134,400	\$189,900	\$245,700	\$301,800	\$343,600	\$369,100	\$379,000	\$379,000	\$379,000
Actual	\$11,410	\$29,072	\$27,617	\$32,548	\$47,306	\$58,449	\$58,595	\$51,478	\$37,602	\$23,895			\$377,972
Actual YTD	\$11,410	\$40,482	\$68,099	\$100,647	\$147,953	\$206,402	\$264,997	\$316,475	\$354,077	\$377,972			\$377,972
YTD Actual % of Projected		176.0%	141.9%	116.4%	110.1%	108.7%	107.9%	104.9%	103.0%	102.4%			
<u>Twin Peaks</u>													
Projected	\$0	\$23,000	\$66,700	\$74,800	\$132,900	\$118,900	\$117,900	\$111,800	\$80,900	\$62,500	\$24,300	\$0	\$813,700
Projected YTD	\$0	\$23,000	\$89,700	\$164,500	\$297,400	\$416,300	\$534,200	\$646,000	\$726,900	\$789,400	\$813,700	\$813,700	\$813,700
Actual	\$34,823	\$41,726	\$57,849	\$76,746	\$116,538	\$121,424	\$108,775	\$101,423	\$81,664	\$51,147			\$792,115
Actual YTD	\$34,823	\$76,549	\$134,398	\$211,144	\$327,682	\$449,106	\$557,881	\$659,304	\$740,968	\$792,115			\$792,115
YTD Actual % of Projected		332.8%	149.8%	128.4%	110.2%	107.9%	104.4%	102.1%	101.9%	100.3%			
<u>Ute Creek</u>													
Projected	\$0	\$23,000	\$74,300	\$104,800	\$179,200	\$161,600	\$164,900	\$164,400	\$150,800	\$85,100	\$36,500	\$0	\$1,144,600
Projected YTD	\$0	\$23,000	\$97,300	\$202,100	\$381,300	\$542,900	\$707,800	\$872,200	\$1,023,000	\$1,108,100	\$1,144,600	\$1,144,600	\$1,144,600
Actual	\$12,965	\$35,224	\$73,051	\$94,881	\$133,216	\$159,690	\$159,350	\$147,256	\$134,600	\$72,638			\$1,022,871
Actual YTD	\$12,965	\$48,189	\$121,240	\$216,121	\$349,337	\$509,027	\$668,377	\$815,633	\$950,233	\$1,022,871			\$1,022,871
YTD Actual % of Projected		209.5%	124.6%	106.9%	91.6%	93.8%	94.4%	93.5%	92.9%	92.3%			
<u>All Courses</u>													
Projected	\$0	\$69,000	\$166,000	\$218,100	\$360,000	\$336,000	\$338,600	\$332,300	\$273,500	\$173,100	\$70,700	\$0	\$2,337,300
Projected YTD	\$0	\$69,000	\$235,000	\$453,100	\$813,100	\$1,149,100	\$1,487,700	\$1,820,000	\$2,093,500	\$2,266,600	\$2,337,300	\$2,337,300	\$2,337,300
Actual	\$59,198	\$106,022	\$158,517	\$204,175	\$297,060	\$339,563	\$326,720	\$300,157	\$253,866	\$147,680			\$2,192,958
Actual YTD	\$59,198	\$165,220	\$323,737	\$527,912	\$824,972	\$1,164,535	\$1,491,255	\$1,791,412	\$2,045,278	\$2,192,958			\$2,192,958
YTD Actual % of Projected		239.4%	137.8%	116.5%	101.5%	101.3%	100.2%	98.4%	97.7%	96.8%			

11/16/2011

**2011
GOLF ROUNDS**

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>Total</u>
<u>Sunset</u>													
Projected	0	0	1,030	2,590	3,270	3,990	4,050	4,120	3,250	2,000	700	0	25,000
Projected YTD	0	0	1,030	3,620	6,890	10,880	14,930	19,050	22,300	24,300	25,000	25,000	25,000
Actual	253	371	1,758	2,029	3,238	4,512	4,363	4,095	3,022	2,028			25,669
Actual YTD	253	624	2,382	4,411	7,649	12,161	16,524	20,619	23,641	25,669			25,669
YTD Actual % of Projected			<u>231.3%</u>	<u>121.9%</u>	<u>111.0%</u>	<u>111.8%</u>	<u>110.7%</u>	<u>108.2%</u>	<u>106.0%</u>	<u>105.6%</u>			
<u>Twin Peaks</u>													
Projected	0	0	1,570	2,340	3,860	5,030	5,130	5,120	3,440	2,510	1,000	0	30,000
Projected YTD	0	0	1,570	3,910	7,770	12,800	17,930	23,050	26,490	29,000	30,000	30,000	30,000
Actual	509	517	1,847	2,565	3,727	5,417	4,976	5,066	3,388	2,404			30,416
Actual YTD	509	1,026	2,873	5,438	9,165	14,582	19,558	24,624	28,012	30,416			30,416
YTD Actual % of Projected			<u>183.0%</u>	<u>139.1%</u>	<u>118.0%</u>	<u>113.9%</u>	<u>109.1%</u>	<u>106.8%</u>	<u>105.7%</u>	<u>104.9%</u>			
<u>Ute Creek</u>													
Projected	0	0	1,380	2,440	4,130	4,760	4,840	4,930	4,360	2,160	1,000	0	30,000
Projected YTD	0	0	1,380	3,820	7,950	12,710	17,550	22,480	26,840	29,000	30,000	30,000	30,000
Actual	414	443	1,744	2,306	3,363	4,712	4,856	4,638	4,085	2,503			29,064
Actual YTD	414	857	2,601	4,907	8,270	12,982	17,838	22,476	26,561	29,064			29,064
YTD Actual % of Projected			<u>188.5%</u>	<u>128.5%</u>	<u>104.0%</u>	<u>102.1%</u>	<u>101.6%</u>	<u>100.0%</u>	<u>99.0%</u>	<u>100.2%</u>			
<u>All Courses</u>													
Projected	0	0	3,980	7,370	11,260	13,780	14,020	14,170	11,050	6,670	2,700	0	85,000
Projected YTD	0	0	3,980	11,350	22,610	36,390	50,410	64,580	75,630	82,300	85,000	85,000	85,000
Actual	1,176	1,331	5,349	6,900	10,328	14,641	14,195	13,799	10,495	6,935			85,149
Actual YTD	1,176	2,507	7,856	14,756	25,084	39,725	53,920	67,719	78,214	85,149			85,149
YTD Actual % of Projected			<u>197.4%</u>	<u>130.0%</u>	<u>110.9%</u>	<u>109.2%</u>	<u>107.0%</u>	<u>104.9%</u>	<u>103.4%</u>	<u>103.5%</u>			

Sunset Golf Course

Days Open
24

Sales Detail by Inventory Department: City Of Longmont

From: Saturday, October 1, 2011

To: Monday, October 31, 2011

Item #	Description	Quantity Sold	Total Sales	Total Cost	Marg
Department: City Of Longmont					
Sub Department: Golf Rounds					
Category: Weekday Rounds					
1001	WD 18 Gf	16	\$336.00	\$0.00	100.
1020	WD 9 Gf	142	\$1,988.00	\$0.00	100.
1021	WD 9 Gf Senior	360	\$3,960.00	\$0.00	100.
1022	WD 9 Gf Junior	7	\$56.00	\$0.00	100.
1024	WD18 Gf Senior	39	\$624.00	\$0.00	100.
Weekday Rounds Total:		564	\$6,964.00	\$0.00	100.
Category: Weekend Rounds					
1026	WE 9 Gf	235	\$3,525.00	\$0.00	100.
1027	WE 18 Gf	52	\$1,144.00	\$0.00	100.
Weekend Rounds Total:		287	\$4,669.00	\$0.00	100.
Category: League Rounds					
1030	WD League Junior	36	\$252.00	\$0.00	100.
League Rounds Total:		36	\$252.00	\$0.00	100.
Category: Promo Rounds					
1047	WD 20 Play Premium Pass Used	17	\$0.00	\$0.00	0.
1048	WD 20 Play Premium Pass Senior Used	173	\$0.00	\$0.00	0.
1049	WD Expo Special	98	\$0.00	\$0.00	0.
1050	WE Expo Special	33	\$0.00	\$0.00	0.
1053	WD - Longmont Golf Card Comp	1	\$0.00	\$0.00	0.
1054	WD Longmont Golf Card	40	\$280.00	\$0.00	100.
1055	WE Longmont Golf Card	48	\$360.00	\$0.00	100.
1057	WE Green Saver	4	\$30.00	\$0.00	100.
1058	WD Players Edge	14	\$98.00	\$0.00	100.
1060	WE Twilight Regular	93	\$1,023.00	\$0.00	100.
1061	WE Twilight Junior	4	\$28.00	\$0.00	100.
1278	WD Twilight Junior	4	\$28.00	\$0.00	100.
1279	WD Twilight	139	\$1,529.00	\$0.00	100.
1283	\$1 Per Hole	1	\$9.00	\$0.00	100.
1316	WD - Lift	4	\$28.00	\$0.00	100.
1339	WE Promo Round	1	\$0.00	\$0.00	0.
1340	WD Promo Round	2	\$0.00	\$0.00	0.
1350	WD Lift Comp	1	\$0.00	\$0.00	0.
Promo Rounds Total:		677	\$3,413.00	\$0.00	100.
Category: Annual Pass Rounds					
1062	WD 9 Annual Pass	257	\$1,028.00	\$0.00	100.
1063	WD 18 Annual Pass	95	\$665.00	\$0.00	100.
1064	WE 9 Annual Pass	24	\$120.00	\$0.00	100.
1065	WE 18 Annual Pass	33	\$264.00	\$0.00	100.
Annual Pass Rounds Total:		409	\$2,077.00	\$0.00	100.
Category: Membership Rounds					
1300	WD 9 Select Sunset	30	\$0.00	\$0.00	0.
1302	We 9 Select Sunset	17	\$0.00	\$0.00	0.
1303	WE 18 Select Sunset	8	\$0.00	\$0.00	0.
Membership Rounds Total:		55	\$0.00	\$0.00	0.
Golf Rounds Total:		2,028	\$17,375.00	\$0.00	100.
Sub Department: 20 Play Premium Pass Sales					
Category: 20 Play Premium Pass					
1077	20 Play Pass	1	\$220.00	\$0.00	100.
1078	20 Play Pass Senior	7	\$1,260.00	\$0.00	100.
20 Play Premium Pass Total:		8	\$1,480.00	\$0.00	100.

Sunset Golf Course

Sales Detail by Inventory Department: City Of Longmont

From: Saturday, October 1, 2011

To: Monday, October 31, 2011

Item #	Description	Quantity Sold	Total Sales	Total Cost	Marg
20 Play Premium Pass Sales Total:		8	\$1,480.00	\$0.00	100.
Sub Department: Golf Car Rental					
Category: Golf Car Rental					
1079	9 1/2 Car	555	\$4,617.60	\$0.00	100.
1082	18 1/2 Car	43	\$516.86	\$0.00	100.
1086	18 1/2 Expo Car	131	\$0.00	\$0.00	0.
1280	9 1/2 Car Sr Day	173	\$0.00	\$0.00	0.
1308	9 1/2 Car Elite	1	\$0.00	\$0.00	0.
Golf Car Rental Total:		903	\$5,134.46	\$0.00	100.
Golf Car Rental Total:		903	\$5,134.46	\$0.00	100.
Sub Department: Personal Golf Car Rounds					
Category: Personal Car Rounds					
1089	Personal Car 9	22	\$88.00	\$0.00	100.
1090	Personal Car 18	20	\$120.00	\$0.00	100.
Personal Car Rounds Total:		42	\$208.00	\$0.00	100.
Personal Golf Car Rounds Total:		42	\$208.00	\$0.00	100.
Sub Department: Accounting					
Category: Gift Certificates					
1008	Certificates Sold (city)	1	\$24.00	\$0.00	100.
1009	Certificates Redeemed (city)	9	(\$181.00)	\$0.00	0.
Gift Certificates Total:		10	(\$157.00)	\$0.00	0.
Category: Rainchecks					
1011	Raincheck Redeemed	9	(\$145.66)	\$0.00	0.
Rainchecks Total:		9	(\$145.66)	\$0.00	0.
Accounting Total:		19	(\$302.66)	\$0.00	0.
City Of Longmont Total:		3,000	\$23,894.80	\$0.00	100.
Grand Total:			\$23,894.80	\$0.00	100.

Twin Peaks Golf Course

OPEN
26
DAYS

Sales Detail by Inventory Department: City Of Longmont-TP

From: Saturday, October 1, 2011

To: Monday, October 31, 2011

Item #	Description	Quantity Sold	Total Sales	Total Cost	Margin %
Department: City Of Longmont-TP					
Sub Department: Golf Rounds					
Category: Weekday Rounds					
Sub Category: Weekday Rounds					
1001	Wd 18 Gf	128	\$3,712.00	\$0.00	100.00
1007	Wd 9 Gf	118	\$2,124.00	\$0.00	100.00
1008	Wd 9 Gf Senior	157	\$2,198.00	\$0.00	100.00
1009	Wd 9 Gf Junior	3	\$33.00	\$0.00	100.00
1010	Wd 18 Gf Senior	149	\$3,427.00	\$0.00	100.00
1011	Wd 18 Gf Junior	2	\$36.00	\$0.00	100.00
Weekday Rounds Total:		557	\$11,530.00	\$0.00	100.00
		557	\$11,530.00	\$0.00	100.00
Category: Weekend Rounds					
Sub Category: Weekend Rounds					
1012	We 9 Gf	106	\$2,014.00	\$0.00	100.00
1013	We 18 Gf	269	\$8,339.00	\$0.00	100.00
Weekend Rounds Total:		375	\$10,353.00	\$0.00	100.00
		375	\$10,353.00	\$0.00	100.00
Category: Tournament Rounds					
Sub Category: Tournament Rounds					
1020	Wd 18 Tour Basic	81	\$1,863.00	\$0.00	100.00
1209	Tournament	17	\$238.00	\$0.00	100.00
Tournament Rounds Total:		98	\$2,101.00	\$0.00	100.00
		98	\$2,101.00	\$0.00	100.00
Category: Promo Rounds					
Sub Category: Promo Rounds					
1029	Wd 20 Play Premium Pass Used	12	\$0.00	\$0.00	0.00
1030	Wd 20 Play Premium Pass Senior Used	44	\$0.00	\$0.00	0.00
1031	Wd Expo Special	83	\$0.00	\$0.00	0.00
1032	We Expo Special	21	\$0.00	\$0.00	0.00
1033	Wd Expo Vip	20	\$0.00	\$0.00	0.00
1034	We Expo Vip	2	\$0.00	\$0.00	0.00
1035	Longmont Golf Card Comp Wd	42	\$0.00	\$0.00	0.00
1036	Longmont Golf Card Wd	25	\$362.50	\$0.00	100.00
1037	Longmont Golf Card We	16	\$248.00	\$0.00	100.00
1038	Wd Green Saver	19	\$275.50	\$0.00	100.00
1039	We Green Saver	2	\$31.00	\$0.00	100.00
1040	Wd Players Edge	15	\$217.50	\$0.00	100.00
1041	We Players Edge	4	\$62.00	\$0.00	100.00
1042	We Twilight Regular	165	\$2,310.00	\$0.00	100.00
1043	We Twilight Jr.	11	\$77.00	\$0.00	100.00
1143	Smart Circle Card We	6	\$93.00	\$0.00	100.00
1159	Colorado Golf Pass Book	3	\$69.00	\$0.00	100.00
1162	Entertainment/gold C Coupon 18 Holes Wday	9	\$130.50	\$0.00	100.00
1166	Birthday Comp	19	\$0.00	\$0.00	0.00
1167	Green Light Coupon Wday New	4	\$58.00	\$0.00	100.00
1170	Senior Monday Special 18	91	\$2,093.00	\$0.00	100.00
1173	Senior Monday Special 9	39	\$546.00	\$0.00	100.00
1176	Twilight Wkday Special Regular	163	\$2,282.00	\$0.00	100.00
1177	Twilight Wkdy Special Jr.	6	\$42.00	\$0.00	100.00
1189	Wd 10 Play Premium Pass Senior Used	1	\$0.00	\$0.00	0.00
1213	Golf Now Special	3	\$99.00	\$99.00	0.00
1216	Internet Special	12	\$396.00	\$0.00	100.00

Twin Peaks Golf Course

Sales Detail by Inventory Department: City Of Longmont-TP

From: Saturday, October 1, 2011

To: Monday, October 31, 2011

Item #	Description	Quantity Sold	Total Sales	Total Cost	Margin %	
		Promo Rounds Total:	837	\$9,392.00	\$99.00	98.95
		Promo Rounds Total:	837	\$9,392.00	\$99.00	98.95
Category: Annual Pass Rounds						
Sub Category: Annual Pass Rounds						
1044	Wd 9 Annual Pass	144	\$864.00	\$0.00	100.00	
1045	Wd 18 Annual Pass	187	\$1,870.00	\$0.00	100.00	
1046	We 9 Annual Pass	17	\$119.00	\$0.00	100.00	
1047	We 18 Annual Pass	67	\$737.00	\$0.00	100.00	
		Annual Pass Rounds Total:	415	\$3,590.00	\$0.00	100.00
		Annual Pass Rounds Total:	415	\$3,590.00	\$0.00	100.00
Category: Membership Rounds						
Sub Category: Membership Rounds						
1200	Select Wd 18	1	\$0.00	\$0.00	0.00	
1202	Select We 18	46	\$0.00	\$0.00	0.00	
1203	Elite Wd 9	1	\$0.00	\$0.00	0.00	
1204	Elite Wd 18	32	\$0.00	\$0.00	0.00	
1205	Elite We 9	13	\$0.00	\$0.00	0.00	
1206	Elite We 18	29	\$0.00	\$0.00	0.00	
		Membership Rounds Total:	122	\$0.00	\$0.00	0.00
		Membership Rounds Total:	122	\$0.00	\$0.00	0.00
		Golf Rounds Total:	2,404	\$36,966.00	\$99.00	99.73
Sub Department: 20 Play Premium						
Category: 20 Play Premium						
Sub Category: 20 Play Premium						
1060	20 Play Pass Senior	2	\$740.00	\$0.00	100.00	
		20 Play Premium Total:	2	\$740.00	\$0.00	100.00
		20 Play Premium Total:	2	\$740.00	\$0.00	100.00
		20 Play Premium Total:	2	\$740.00	\$0.00	100.00
Sub Department: Golf Car Rental						
Category: Golf Car Rental						
Sub Category: Golf Car Rental						
1061	9 1/2 Car	391	\$3,253.12	\$0.00	100.00	
1063	18 1/2 Cart	498	\$5,985.96	\$0.00	100.00	
1065	18 1/2 Tourn Car	81	\$973.62	\$0.00	100.00	
1067	18 1/2 Expo Car	102	\$0.00	\$0.00	0.00	
1171	18 1/2 Promo Cart	103	\$0.00	\$0.00	0.00	
1172	9 1/2 Promo Cart	37	\$0.00	\$0.00	0.00	
1195	Elite 9 1/2 Cart	14	\$0.00	\$0.00	0.00	
1196	Elite 18 1/2 Cart	61	\$0.00	\$0.00	0.00	
		Golf Car Rental Total:	1,287	\$10,212.70	\$0.00	100.00
		Golf Car Rental Total:	1,287	\$10,212.70	\$0.00	100.00
		Golf Car Rental Total:	1,287	\$10,212.70	\$0.00	100.00
Sub Department: Driving Range						
Category: Driving Range						
Sub Category: Driving Range						
1068	Range Small	297	\$1,485.00	\$0.00	100.00	
1069	Range Large	242	\$1,936.00	\$0.00	100.00	
1072	Range Longmont Golf Card	12	\$60.00	\$0.00	100.00	
1073	Range Expo Small	103	\$0.00	\$0.00	0.00	
1192	Range Pass 30 Punch	1	\$180.00	\$0.00	100.00	
1193	Elite Range Small	12	\$0.00	\$0.00	0.00	
1194	Elite Range Large	51	\$0.00	\$0.00	0.00	

Twin Peaks Golf Course

Sales Detail by Inventory Department: City Of Longmont-TP

From: Saturday, October 1, 2011

To: Monday, October 31, 2011

Item #	Description	Quantity Sold	Total Sales	Total Cost	Margin %
	Driving Range Total:	718	\$3,661.00	\$0.00	100.00
	Driving Range Total:	718	\$3,661.00	\$0.00	100.00
	Driving Range Total:	718	\$3,661.00	\$0.00	100.00
Sub Department: Personal Car Rounds.					
Category: Personal Car Rounds					
Sub Category: Personal Car Rounds					
1077	Personal Car 9	29	\$116.00	\$0.00	100.00
1078	Personal Car 18	27	\$162.00	\$0.00	100.00
	Personal Car Rounds Total:	56	\$278.00	\$0.00	100.00
	Personal Car Rounds Total:	56	\$278.00	\$0.00	100.00
	Personal Car Rounds. Total:	56	\$278.00	\$0.00	100.00
Sub Department: Golf Card Sales					
Category: Golf Card Sales					
Sub Category: Golf Card Sales					
1079	Longmont Golf Card Sales	1	\$39.99	\$0.00	100.00
	Golf Card Sales Total:	1	\$39.99	\$0.00	100.00
	Golf Card Sales Total:	1	\$39.99	\$0.00	100.00
	Golf Card Sales Total:	1	\$39.99	\$0.00	100.00
Sub Department: Accounting					
Category: Gift Certificates					
Sub Category: Gift Certificates					
1084	Certificates Sold (city)	4	\$241.00	\$0.00	100.00
1085	Certificates Redeemed (city)	15	(\$731.00)	\$0.00	0.00
	Gift Certificates Total:	19	(\$490.00)	\$0.00	0.00
	Gift Certificates Total:	19	(\$490.00)	\$0.00	0.00
Category: Rain Checks					
Sub Category: Rain Checks					
1086	Rain Checks Redeemed	30	(\$651.07)	\$0.00	0.00
	Rain Checks Total:	30	(\$651.07)	\$0.00	0.00
	Rain Checks Total:	30	(\$651.07)	\$0.00	0.00
	Accounting Total:	49	(\$1,141.07)	\$0.00	0.00
Sub Department: 10 Play Premium Sales					
Category: 10 Play Premium					
Sub Category: 10 Play Premium					
1190	10 Play Pass Sale	0	\$0.00	\$0.00	0.00
1191	10 Play Pass Sale Senior	2	\$390.00	\$0.00	100.00
	10 Play Premium Total:	2	\$390.00	\$0.00	100.00
	10 Play Premium Total:	2	\$390.00	\$0.00	100.00
	10 Play Premium Sales Total:	2	\$390.00	\$0.00	100.00
	City Of Longmont-TP Total:	4,519	\$51,146.62	\$99.00	99.81
	Grand Total:		\$51,146.62	\$99.00	99.81

Ute Creek Golf Course

DAYS OPEN

24

Sales Detail by Inventory Department: City Of Longmont

From: Saturday, October 1, 2011

To: Monday, October 31, 2011

Item #	Description	Quantity Sold	Total Sales	Total Cost	Margin %
Department: City Of Longmont					
Sub Department: Golf Rounds					
Category: Weekday GF Rounds					
Sub Category: Weekday Rounds					
1224	WD - 9 GF	59	\$1,239.00	\$0.00	100.00
1225	WD - 9 GF Senior	85	\$1,445.00	\$0.00	100.00
1226	WD - 9 GF Junior	5	\$65.00	\$0.00	100.00
1228	WD - 18 GF	180	\$6,480.00	\$0.00	100.00
1229	WD - 18 GF Senior	327	\$9,483.00	\$0.00	100.00
1230	WD - 18 GF Junior	6	\$132.00	\$0.00	100.00
Weekday Rounds Total:		662	\$18,844.00	\$0.00	100.00
Weekday GF Rounds Total:		662	\$18,844.00	\$0.00	100.00
Category: Weekend GF Rounds					
Sub Category: Weekend Rounds					
1227	WE - 9 GF	72	\$1,656.00	\$0.00	100.00
1231	WE - 18 GF	396	\$16,236.00	\$0.00	100.00
Weekend Rounds Total:		468	\$17,892.00	\$0.00	100.00
Weekend GF Rounds Total:		468	\$17,892.00	\$0.00	100.00
Category: League Rounds					
Sub Category: League Rounds					
1041	Wd 9 League	9	\$0.00	\$0.00	0.00
League Rounds Total:		9	\$0.00	\$0.00	0.00
League Rounds Total:		9	\$0.00	\$0.00	0.00
Category: Member Rounds					
Sub Category: Member Rounds					
1050	WD - 18 Select	51	\$0.00	\$0.00	0.00
1051	WE - 18 Select	19	\$0.00	\$0.00	0.00
1052	WD - 9 Elite	7	\$0.00	\$0.00	0.00
1054	WD - 18 Elite	97	\$0.00	\$0.00	0.00
1055	WE - 18 Elite	33	\$0.00	\$0.00	0.00
Member Rounds Total:		207	\$0.00	\$0.00	0.00
Member Rounds Total:		207	\$0.00	\$0.00	0.00
Category: Promo Rounds					
Sub Category: Promo Rounds					
1043	WD GF Promo	90	\$1,064.00	\$0.00	100.00
1047	WD - Longmont Comp Golf Card	34	\$0.00	\$0.00	0.00
1056	WE Expo Special	25	\$0.00	\$0.00	0.00
1078	WD 20 Play Premium Pass	21	\$0.00	\$0.00	0.00
1079	WD Expo Special	88	\$0.00	\$0.00	0.00
1082	WD - Longmont Golf Card	99	\$1,782.00	\$0.00	100.00
1083	WE - Longmont Golf Card	53	\$1,086.50	\$0.00	100.00
1088	WD Green Saver	49	\$1,176.00	\$0.00	100.00
1094	WE Twilight	182	\$3,094.00	\$0.00	100.00
1095	WE Twilight Junior	12	\$84.00	\$0.00	100.00
1182	WE Green Saver	3	\$72.00	\$0.00	100.00
1204	WE Players Edge	8	\$164.00	\$0.00	100.00
1205	WD Players Edge	22	\$396.00	\$0.00	100.00
1232	WD Twilight	148	\$2,516.00	\$0.00	100.00
1235	WD Twilight Junior	9	\$63.00	\$0.00	100.00
1236	WE GF Promo	102	\$2,113.00	\$0.00	100.00
1237	WD 20 Play SR Premium Pass	38	\$0.00	\$0.00	0.00
1238	WD Expo VIP	41	\$0.00	\$0.00	0.00
1239	WE Expo VIP	8	\$0.00	\$0.00	0.00

Ute Creek Golf Course

Sales Detail by Inventory Department: City Of Longmont

From: Saturday, October 1, 2011

To: Monday, October 31, 2011

Item #	Description	Quantity Sold	Total Sales	Total Cost	Margin %
1280	WD Green Light Coupon	64	\$1,152.00	\$0.00	100.00
1281	WE Green Light Coupon	15	\$307.50	\$0.00	100.00
1309	WD Course Rewards	1	\$0.00	\$0.00	0.00
1395	WD - Lift Card	22	\$396.00	\$0.00	100.00
1396	WE - Lift Card	18	\$369.00	\$0.00	100.00
1403	Wd Lift Card Comp	5	\$0.00	\$0.00	0.00
Promo Rounds Total:		1,157	\$15,835.00	\$0.00	100.00
Promo Rounds Total:		1,157	\$15,835.00	\$0.00	100.00
Golf Rounds Total:		2,503	\$52,571.00	\$0.00	100.00
Sub Department: Premium Pass					
Category: Premium Pass					
Sub Category: Premium Pass					
1045	20 Play Senior Premium Card	1	\$465.00	\$0.00	100.00
Premium Pass Total:		1	\$465.00	\$0.00	100.00
Premium Pass Total:		1	\$465.00	\$0.00	100.00
Premium Pass Total:		1	\$465.00	\$0.00	100.00
Sub Department: Golf Car Rental					
Category: Golf Car Rental					
Sub Category: Golf Car Rental					
1018	Cart - 18 1/2 Car	1,122	\$14,518.68	\$0.00	100.00
1057	Cart - 9 1/2 Car	268	\$2,476.32	\$0.00	100.00
1058	Cart - 9 Single Rider	38	\$351.12	\$0.00	100.00
1062	Cart - Elite 9 1/2 Car	7	\$0.00	\$0.00	0.00
1063	Cart - Elite 18 1/2 Car	125	\$0.00	\$0.00	0.00
1376	18 1/2 Car Sr Day	164	\$0.00	\$0.00	0.00
1389	Cart - 18 1/2 Car Expo	113	\$0.00	\$0.00	0.00
Golf Car Rental Total:		1,837	\$17,346.12	\$0.00	100.00
Golf Car Rental Total:		1,837	\$17,346.12	\$0.00	100.00
Golf Car Rental Total:		1,837	\$17,346.12	\$0.00	100.00
Sub Department: Driving Range					
Category: Driving Range					
Sub Category: Driving Range					
1064	Range - Small	399	\$1,995.00	\$0.00	100.00
1065	Range - Large	212	\$1,696.00	\$0.00	100.00
1066	10 Punch Range Card	3	\$210.00	\$0.00	100.00
1081	Elite Small	18	\$0.00	\$0.00	0.00
1096	Elite Large	16	\$0.00	\$0.00	0.00
1384	30 Punch Range Card	1	\$180.00	\$0.00	100.00
1390	Expo Small	112	\$0.00	\$0.00	0.00
Driving Range Total:		761	\$4,081.00	\$0.00	100.00
Driving Range Total:		761	\$4,081.00	\$0.00	100.00
Driving Range Total:		761	\$4,081.00	\$0.00	100.00
Sub Department: Accounting					
Category: Gift Certificates					
Sub Category: Gift Certificates					
1008	Gift Cert GOLF Sold	7	\$489.00	\$0.00	100.00
1009	Gift Cert GOLF Used	29	(\$1,320.98)	\$0.00	0.00
Gift Certificates Total:		36	(\$831.98)	\$0.00	0.00
Gift Certificates Total:		36	(\$831.98)	\$0.00	0.00
Category: Rainchecks					
Sub Category: Rainchecks					
1011	Raincheck Redeemed	38	(\$992.92)	\$0.00	0.00

Ute Creek Golf Course

Sales Detail by Inventory Department: City Of Longmont

From: Saturday, October 1, 2011

To: Monday, October 31, 2011

Item #	Description	Quantity Sold	Total Sales	Total Cost	Margin %
	Rainchecks Total:	38	(\$992.92)	\$0.00	0.00
	Rainchecks Total:	38	(\$992.92)	\$0.00	0.00
	Accounting Total:	74	(\$1,824.90)	\$0.00	0.00
	City Of Longmont Total:	5,176	\$72,638.22	\$0.00	100.00
	Grand Total:		\$72,638.22	\$0.00	100.00

GOLF SERVICES

1200 Cornell Drive • Longmont, Colorado 80503
Phone: 303-651-8593 • Fax: 303-774-8486



LONGMONT GOLF COURSE ADVISORY BOARD

STAFF COMMUNICATION

MEETING DATE: November 21, 2011

FROM: Larry Mills, Golf Operations Manager, 303-651-8593

SUBJECT: Golf Course Concession Agreements

Last month the Board discussed the status of several recommendations made in the Operational Review and Financial Analysis of the City's golf operation. One of the recommendations was to increase the term of the Golf Course Concession Agreements. The concession agreements provide for golf professional and food and beverage services at the three courses. The report also noted that the consultant (THK) was concerned that the compensation level for the Sunset Golf Professional was not adequate.

In response to THK's recommendations, staff is proposing to renew the three agreements for five years beginning January 1, 2012 and ending December 31 2016, subject to annual renewal thereafter. Staff is also proposing to increase the compensation for the Sunset Golf Professional \$500 per month. Compensation for Twin Peaks and Ute Creek Golf Professionals will not change.

The only other significant change to the agreements is the removal of the revenue incentive. The revenue incentive was to be paid to the Golf Professionals if the course reached a certain revenue goal. Staff and the Golf Professionals agreed that in the current economy and the state of Longmont's Golf Fund, incentives or bonuses may not be appropriate. Since the Golf Professionals receive all the income from food and beverage and merchandise sales, they will still benefit financially if they can increase rounds of golf.

Attached is a redlined master concession agreement for the Board's review. Staff and the Golf Professionals have agreed to the changes as well as the extended term and compensation. The City's Contracts Manager is reviewing the agreement for compliance to the municipal code. Assuming staff receives the necessary approvals, City Council will be asked to approve the agreements in December. Staff will notify the Board when the items are scheduled on the Council agenda.

Staff will be available to answer the Board's questions regarding changes to the agreement.

[To complete this form, press f11 to move from field to field and follow any prompts. If no prompt appears (like date or section number fields), press f11 to skip to next field. Now press delete to delete this prompt, and press f11 to proceed.]

[Type name of golf course, then press f11 to proceed]COURSE CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (“Agreement”) is made and executed by and between the City of Longmont, Colorado, a Colorado municipal corporation (“City”), by and through its Golf Enterprise Fund, and [Type name and address of Golf Professional, then press f11 to proceed] (hereafter “Golf Professional”) . For good and value consideration, the parties agree to the following Agreement for the benefit and convenience of the general public in the use and enjoyment of [Type name of golf course, then press f11 to proceed]Golf Course (the “Golf Course”).

1. TERM

The term of this Agreement shall be for a period commencing [Type commencement date of Agreement, then press f11 to proceed]and terminating [Type termination date of Agreement, then press f11 to proceed], subject to annual renewal, extension, modification or prior termination as set forth below.

2. PURPOSE OF THE CONCESSION

The principal purpose of the City in granting the privileges under this Agreement is to make available to the public, merchandise and services, which Golf Professional is permitted to sell or render hereunder, for the accommodation, convenience and welfare of the public in fulfillment of the City's obligation to operate recreational facilities for the public's use and benefit.

3. GRANT AND DESCRIPTION OF PRIVILEGE

- 3.1. City grants to Golf Professional and Golf Professional accepts from City the exclusive right to operate a Golf Pro Shop and Food and Beverage Concession (the “Concessions”) for the term of this Agreement, at the Golf Course in the places designated by City on Exhibit A and referred to as the “Concession Premises”, all in accordance with and subject to the terms and conditions of this Agreement. The operation of the Concession is at the sole risk and expense of Golf Professional.
- 3.2. During the period and term of this Agreement, Golf Professional also shall be permitted the exclusive license to provide food and beverage services throughout the area of the Golf Course Premises, referred to as “Golf Course Premises”, more fully shown on the diagram attached as Exhibit B.

- 3.3. Golf Professional shall have the ~~non~~-exclusive right to provide golf lessons at the Golf Course.
- 3.4. City agrees to provide Golf Professional use of the Golf Course ~~for four (4) days,~~ for the purpose of conducting City, State, or regional golf tournaments. Green fees, golf car rental fees and range fees from all entrants will be collected by Golf Professional on behalf of City as part of entrants' tournament entry fees, and paid to the City.

4. **COMPENSATION**

- 4.1. City agrees to pay Golf Professional the annual sum of \$[type amount of annual compensation, then press f11 to proceed], payable in equal monthly installments of \$[Type amount of monthly payment, then press f11 to proceed]each, for his administrative services and expertise.
- 4.2. Golf Professional may in its sole discretion and for its sole benefit charge each tournament player two dollars (\$2.00) per tournament round, 9-hole or 18-hole, as a Tournament Handling Fee to cover the administrative costs associated with holding a tournament. The Parties understand and agree that the Tournament Handling Fee shall also be considered an incentive to Golf Professional to secure tournaments. Notwithstanding the above, Golf Professional shall be prohibited from charging a Tournament Handling Fee for the following golf tournaments: school district meets and tournaments, junior tournaments, State Golf Association tournaments and City Golf Association tournaments.
- 4.3. ~~Golf Professional will be eligible for an annual revenue incentive payment equal to one-twelfth (1/12) of the annual sum listed in Section 4.1. The revenue incentive will be paid to Golf Professional if the Golf Course meets or exceeds its revenue goal for any calendar year within the term of this Agreement. The revenue goal dollar amount will be mutually agreed upon in writing by the Golf Professional and Director of Parks, Open Space and Public Facilities or his designee by January 31 of each year. Following verification by the City's Director of Finance ("Director of Finance") that the revenue goal has been achieved, City will make payment to Golf Professional within 30 days of verification. If the annual revenue goal is not met from receipts collected by the close of City business on December 31 of each calendar year, no incentive payment will be made for that year.~~

5. **FEES AND RECEIPTS**

Golf Professional shall be permitted to collect and retain the following fees and receipts:

- 5.1. Fees for administering tournaments (Tournament Handling Fee), subject to paragraph 4.2.

- 5.2. Fees for golf instruction provided by Golf Professional to third parties at the golf course.
- 5.3. Fees for fitting and making custom golf clubs.
- 5.4. Fees for renting pull carts and golf clubs.
- 5.5. Fees for repairing pull carts and golf clubs.
- 5.6. Receipts from the sale of Pro Shop merchandise.
- 5.7. Receipts from the sale of food and beverages.
- 5.8. Receipts from retrieval of golf balls from lakes on the golf course premises (Twin Peaks and Ute Creek Golf Courses only).

6. **PROVISIONS FOR ~~EMPLOYEES~~PERSONNEL**

- 6.1. Golf Professional, at his own cost, expense, and discretion, shall ~~hire and staff~~provide the golf course with assistant Golf Professionals, starters, course marshals, first tee greeters and all additional ~~employees~~personnel necessary for operation of golf car rentals, practice range, customer greeting and food and beverage service. Golf Professional shall determine the salary and benefits to be paid to ~~all such~~any employees, and shall be solely responsible for payment of all wages, withholding, taxes, insurance and other benefits to which such employees of Golf Professional are entitled by law or agreement. Golf Professional shall save and hold the City harmless from any costs, expenses or liability associated with the employment of all his employees, including wages, withholding, FICA, workers' compensation and any other benefits to which they are entitled. ~~All e~~Employees described in this paragraph are employees of the Golf Professional and not employees of the City. The Golf Professional agrees to carry Workers' Compensation insurance on ~~these~~all employees as required by paragraph 27 of this Agreement.
- 6.2. Golf Professional shall, at his sole cost and expense, obtain background reports on all ~~employees, volunteers, and other representatives or agents~~personnel of Golf Professional who are in positions of trust. For the purposes of this Agreement, ~~an employee, volunteer and other representative or agent~~personnel of Golf Professional ~~is~~are in a position of trust if they handle City funds or receipts or have direct contact with minors. The background check shall include a criminal history report, consumer credit report and sex offender report. Golf Professional shall make job assignments and responsibility assignments based upon and in consideration of the background reports, and shall not permit any person to perform any position for which such person's character or suitability are reasonably in question based upon the information obtained from the background reports.

7. SUPERVISION AND PERSONNEL

- 7.1. Golf Professional shall provide immediate supervision and direction to the operation of the Concession, and at all times of the year, keep competent personnel in charge of the Concession as is required to provide efficient public service.
- 7.2. Golf Professional shall, at all times throughout the year, have adequate staff on duty in all areas of the operation to provide customer services according to the City of Longmont Golf Services Policies and Procedures Manual, as amended from time to time (“Policies and Procedures Manual”).
- 7.3. If in the opinion of the City, the Golf Professional is either understaffed in any area or retains ~~employees~~personnel who are not performing according to the Policies and Procedures Manual, City shall notify Golf Professional in writing describing the deficiency. Golf Professional shall correct the deficiency within five (5) days following written notification.
- 7.4. Personnel ~~employed~~provided by Golf Professional shall be clean and neat and shall wear appropriate clothing while on duty. City reserves the right to set reasonable standards of dress. Golf Professional shall provide his ~~employees~~personnel with name tags or other forms of ~~employee~~-identification easily visible to the public.

8. GOLF PRIVILEGES

City shall grant to Golf Professional, Golf Professional’s immediate family living in the same household and Golf Professional’s ~~employees and volunteers~~personnel limited golf privileges. Golf privileges shall include rounds of golf, golf car use and range use free of charge. City shall limit the use of golf privileges to open tee times that are available at the time of play. Under no circumstances shall the use of golf privileges displace a paying customer. The use of golf privileges is not permitted for participation in association events, tournaments and other organized events. ~~Golf Professional shall be responsible for monitoring the use of golf privileges and shall report golf privilege use to the City’s Golf Operations Manager monthly.~~

9. DUTIES OF GOLF PROFESSIONAL

During the term hereof, Golf Professional shall personally and through those competent persons he may elect to ~~employ~~provide, service the Golf Course. Golf Professional agrees to:

- 9.1. Devote sufficient time and attention as the Golf Professional at the Golf Course during the entire calendar year to meet his obligations under this Agreement.

- 9.2. Use discretion in supervising golf operations at the Golf Course subject to the terms and conditions set forth in this Agreement and the Policies and Procedures Manual. Golf Professional shall administer the Policies and Procedures Manual at the Golf Course on behalf of City.
- 9.3. Promote the Golf Course, City's golf programs and golf generally to the public. Golf Professional shall advise City and participate in determining policies, procedures, future expansion planning and forecasting golf trends as they apply to City's comprehensive golf program and facilities. Golf Professional shall publicly support City decisions in these areas and implement said policies, procedures and planning.
- 9.4. Act as fiduciary on the behalf of the City for the collection and payment to the Director of Finance, or designated agent, all monies due the City, including green fees, annual pass and membership sales, golf car rentals, practice range fees, and other fees or receipts as designated by the City. Such payments of the daily fees collected shall be made the day following receipt at a location determined by the Director of Finance. The Golf Professional shall be responsible for any interest lost to the City as determined by a financial audit, which amounts shall be deducted from any payment due the Golf Professional by the City.
- 9.5. Maintain, in a format approved by the City, records relating to all sources of Golf Course revenue and usage. Submit in a format approved by the City reports on all Golf Course activities.
- 9.6. Keep complete and accurate records on all receipts, disbursements, and accounts, using generally accepted accounting practices and in a format approved by the City, for all revenue producing activities engaged in by Golf Professional in conjunction with the operation of the Concession, including the golf pro shop, golf lessons, golf pull cart and club rentals, golf club repair, tournament handling fees and food and beverage sales. Record all receipts through the point of sale systems and maintain detailed duplicate point of sale records. Said records and accounts shall be at all times available for inspection by the City's Director of Finance or designee. However, the City shall not be liable for losses or expenses thereof, and Golf Professional agrees to hold City harmless for any losses which may be assessed against the City as a result of Golf Professional's operation of the Concession.
- 9.7. ~~Annually furnish by April 15th~~; Furnish upon request, an unaudited compilation financial statement prepared by a Certified Public Accountant requiring a "Statement of Limited Assurance." In the event, however, that the City should deem it desirable to obtain an independent audit, Golf Professional shall submit to same, which shall be conducted at City expense, and furnish all necessary access and cooperation to facilitate such audit.

- 9.8. Conform to duties and responsibilities governing the conduct of the business of Golf Professional which have been submitted to Golf Professional by the City, such duties and responsibilities being hereto attached as Exhibit C, as well as such reasonable amended or additional directives which may be submitted to Golf Professional by City.

10. OPERATING HOURS

- 10.1. Except for Thanksgiving Day and Christmas Day , or unless City or its authorized representative shall approve in writing the closing of the Concession Premises, Golf Professional shall operate the Concession Premises at all times the golf course is open for business. Concession Premises shall open one-half hour before the first official tee time and close at sunset or after all golfers are off the course. Additional hours may be authorized by City in case of special events. When City has ordered the Golf Course closed due to weather or maintenance operations, Golf Professional shall establish and maintain daily hours of operation for the Concession Premises, subject to approval of the City, whose approval shall not be unreasonably withheld. Failure of the Golf Professional to operate the Concession Premises during the times required above shall constitute a breach of this Agreement and, in that event, City may immediately terminate this Agreement upon written notice.
- 10.2. Golf Professional shall operate the food and beverage service in the clubhouse to meet the reasonable demands of the golfing public for the entire year. From May 1 through Labor Day of each calendar year under this Agreement, the food and beverage service shall be fully staffed and serve the entire menu beginning one-half hour before the first official tee time and ending at sunset. Golf Professional shall establish and maintain food and beverage service hours of operation for the entire year, subject to the approval of the City, whose approval shall not be unreasonably withheld.
- 10.3. Golf Professional shall operate a beverage vehicle (Twin Peaks and Ute Creek Golf Courses only) to provide food and beverage service to the public on the Golf Course Premises. For the period May 1 through Labor Day of each calendar year under this agreement, Golf Professional shall establish daily hours of operation to meet the reasonable demands of the public. Golf Professional shall establish and maintain beverage vehicle service hours of operation for the entire year, subject to the approval of the City, whose approval shall not be unreasonably withheld.
- 10.4. Golf Professional is permitted additional use of the Concession Premises for private functions, subject to the following conditions. Scheduling of additional facility usage for private functions shall not, at any time, conflict with the purpose of the Concession as stated in Section 2 of this Agreement. Additionally, Golf Professional shall pay for and reimburse the City for any costs or expense

incurred that result from special security requests necessitated by the private function. In no event, however, shall the facility be open after the hour of 10:00 p.m. Sunday through Thursday, and 12:00 midnight on Friday and Saturday. Golf Professional shall comply with all applicable federal, state, and local laws, statutes, rules, regulations, charter provisions, and ordinances. Golf Professional shall not provide or permit any entertainment on the Premises without the prior written consent of the ~~Director of Parks, Open Space and Public Facilities or his designee~~Golf Operations Manager, whose consent shall not be unreasonably withheld, and shall use or permit the use of the Premises only for the purposes stated and for no unlawful purposes whatsoever.

11. CREDIT CARD SERVICES

The City will allow the Golf Professional to use the City's credit card processing system for the collection of City fees and for the collection of the Golf Professional's credit card merchandise sales. Golf Professional shall reimburse City for credit card service charges associated with the Golf Professional's merchandise sales transactions. Reimbursement to City shall occur monthly or as designated by the Director of Finance. Golf Professional and his personnel shall protect credit card data in accordance with the Payment Card Industry Data Security Standard.

12. INSPECTION AND CONDITION OF CONCESSION PREMISES

Golf Professional has examined the Concession Premises prior to and as a condition precedent to acceptance of the Concession Premises, and is satisfied with the physical condition of the Concession Premises. By taking possession of the Concession Premises under the conditions set forth in this Agreement, the Golf Professional acknowledges receipt of the premises, and all equipment and furnishings therein, in their present condition. The Golf Professional acknowledges that the City has made no representations as to the condition or repair of said premises, equipment, or furnishings. Golf Professional agrees and admits that no agreement or promise to alter, repair or improve said premises or said equipment and furnishings, either before or after the execution of this Agreement, not contained herein, has been made by City. Golf Professional agrees to return the premises and the equipment and furnishings to City in a condition as good or better as when accepted by Golf Professional, reasonable wear and tear excepted.

13. RIGHT OF ENTRY

- 13.1. City reserves the right to enter the Concession Premises at any time to ensure compliance with the terms and conditions of this Agreement.
- 13.2. City also reserves the right of ingress and egress to inspect, investigate and survey the Concession Premises as deemed necessary by the City, and reserves the right to do any and all work of any nature necessary for preservation, maintenance and operation of this Concession.

- 13.3. Golf Professional shall be liable for all expenses incurred by City for all work done by City in order to preserve, maintain and operate the Concession Premises when such work is the result of Golf Professional's negligence or noncompliance with the terms of this Agreement.
- 13.4. City reserves the right to take all steps necessary, including entry into and alterations to the Concession Premises, to protect revenues collected for the City.

14. USE AND CARE OF PREMISES

- 14.1. The Concession Premises and the equipment and furnishings located therein shall be used exclusively to conduct Concession operations, as contemplated by this Agreement. Golf Professional shall not use or permit the Concession Premises or said equipment and furnishings to be used for any other purpose without the prior written consent of the City.
- 14.2. Upon reasonable notice given to Golf Professional, City shall have the right to use the Concession Premises without charge as a polling place for any special or regular election. City shall also have the right to use the area without charge for meetings of City Council, boards and commissions or other functions related to municipal operations. Golf Professional, at his expense, shall provide staffing for building access, supervision and security during such public use.
- 14.3. Golf Professional agrees to keep and maintain the Concession Premises, and all contents thereof, in a clean, sanitary and orderly condition at all times and operate the Concession strictly in accordance with the requirements of the health departments of the County of Boulder and State of Colorado. Any remodeling or decorating of the Concession area shall be subject to the prior written approval of the City, whose approval shall not be unreasonably withheld.
- 14.4. Upon the termination or expiration of this Agreement, City shall have the option to request Golf Professional to leave all such alterations, improvements and fixtures in place, in which the same shall be and remain the property of the City. In such case, the City and Golf Professional agree to exercise good faith in negotiating a value of such alterations, improvements or fixtures, in the same manner described in Section 43 of the Agreement.

15. ARTICLES OF EQUIPMENT AND FURNISHINGS

- 15.1. City will provide for Golf Professional's use at the Concession Premises all furniture, furnishings and equipment currently owned by City and utilized at the Concession Premises, and listed on the Schedule of Inventory, Exhibit D to this Agreement (the "City Equipment"). Golf Professional acknowledges the receipt of the City Equipment for use in conjunction with the operation of the Concession. Any addition to or removal of City Equipment shall be promptly

recorded by written amendments to the Schedule of Inventory which shall be dated and signed by both parties. Golf Professional shall regularly clean and service City Equipment and maintain the City Equipment in good condition at all times. The City shall have the right to inspect City Equipment and, if necessary, establish maintenance standards and procedures. In the event City Equipment, due to normal wear, is in need of repair or replacement, City Equipment shall be repaired or replaced at City expense. However, the Golf Professional shall repair or replace at his expense City Equipment damaged due to negligence, improper maintenance, misuse, or abuse. The City shall approve repair procedures or equipment replacements by Golf Professional prior to ordering said repair or replacements. The City assumes no responsibility for product loss or damage due to equipment failure, utility outages, plumbing breaks or blockages, insects, rodents, theft, or vandalism.

- 15.2. Repair and replacement of items for which City is responsible pursuant to this Agreement is subject to the availability of sufficient funds in City's current appropriations. In the event the City does not have adequate funds to provide for repair or replacement of items the City is obligated to maintain by this Agreement, Golf Professional may, with the City's prior written approval, perform such repairs or make such replacement as may be reasonably necessary to permit continued operation of the Concession. Golf Professional shall be entitled to recover the funds so advanced by him on behalf of the City by submitting sufficiently itemized invoices, to be paid when funds are available.
- 15.3. Golf Professional shall indemnify the City, regardless of cause, against the risk of loss, damage or theft to any City Equipment. However, Golf Professional's liability and obligations under this Agreement shall not extend to loss, damage or theft occurring after expiration or termination of this Agreement. In the event of such loss, damage or theft, Golf Professional shall promptly notify the City in writing and replace or repair same within thirty (30) days of such loss. Any replacement shall be of a like or similar model.
- 15.4. Golf Professional shall provide such other furniture, furnishing, and equipment not provided by the City, which additional equipment may be reasonably necessary for the proper and efficient operation of the Concession Premises.
- 15.5. Within thirty (30) days after this Agreement is signed, Golf Professional agrees to provide City with an initial inventory of Golf Professional's equipment and with an annual inventory thereafter.

16. MAINTENANCE, REPAIRS AND REPLACEMENTS

- 16.1. Except for damage caused by the Golf Professional and his ~~employees~~personnel, City shall be responsible for repair and replacement of all structural and mechanical components and equipment permanently attached to

the structure, including roofs, walls, foundations, heating, cooling and ventilating systems, plumbing and electrical systems.

- 16.2. Except for damage caused by the Golf Professional and his employeespersonnel, City shall be responsible for the repair and maintenance of the roads, walks and parking areas. City will maintain all exterior landscaping, including mowing and snow removal within the surrounding premises.
- 16.3. Except for loss or damage caused by the Golf Professional and his employeespersonnel, City, at its cost and expense, shall maintain, repair and replace golf cars, practice range supplies and equipment, and other City-owned equipment located at the Golf Course.
- 16.4. Repair and replacement of items for which City is responsible is subject to the availability of sufficient funds in City's current appropriations. In the event the City does not have adequate funds to provide for repair or replacement of items the City is obligated to maintain by this Agreement, Golf Professional may, with the City's prior written approval, perform such repairs or make such replacement as may be reasonably necessary to permit continued operation of the Concession. Golf Professional shall be entitled to recover the funds so advanced by him/her on behalf of the City by submitting sufficiently itemized invoices, to be paid when funds are available.

17. **JANITORIAL SERVICES**

- 17.1. Golf Professional shall provide, at his own cost and expense, janitorial service for the Concession Premises. Janitorial services shall include the tasks listed in the Policies and Procedures Manual and shall be performed at the frequencies listed. City shall provide janitorial supplies and equipment necessary for the maintenance of the public areas of the Concession Premises.
- 17.2. City shall provide municipal trash collection from a designated collection point. City shall also provide monthly window cleaning, monthly pest control services and biannual carpet cleaning.
- 17.3. The City may periodically inspect Concession Premises and, if necessary, establish additional janitorial service maintenance quality standards.

18. **SALES FIXTURES - VENDING MACHINES**

Golf Professional may install coin-operated vending machines, subject to the prior written approval of the City, whose approval shall not be unreasonably withheld, for the sale of non-alcoholic hot and cold beverages, candy and snacks. Vending machine type, location and installation shall be subject to the prior written approval of the City, whose approval shall not be unreasonably withheld.

19. ADDITIONAL FACILITIES AND EQUIPMENT

Golf Professional shall not install any additional booths, stands, fixtures, mobile units, or any other equipment in connection with the Concession in addition to those contemplated herein without the prior written consent of the City, whose consent shall not be unreasonably withheld.

20. RATES - FOOD AND MERCHANDISE

Golf Professional shall provide food, beverages, merchandise and service of a high standard, equivalent in quality and price to that generally furnished to the public at similar places of comparable size and scope.

21. SIGNS

Golf Professional will submit for approval samples of any signs advertising the Concession, prior to their erection. All signs erected by Golf Professional shall be the responsibility of Golf Professional and will be kept in good condition by Golf Professional.

22. CONSTRUCTION

Golf Professional shall not enter into any construction or repair projects of any kind on or in the Concession Premises without prior written permission from City.

23. UTILITIES

City shall be responsible for all utilities within the Concession area and will promptly pay all charges for such utility services. City is responsible for providing adequate heat, water, gas, telephone, ~~standard~~ cable television service and electricity during the terms of this Agreement. Golf Professional shall use City long distance services for business purposes only. In the event Golf Professional uses long distance services for personal use, he shall promptly reimburse City for long distance telephone charges.

24. LIQUOR LICENSE ~~(Twin Peaks and Ute Creek Golf Courses only)~~

24.1. It is the desire of the Golf Professional to sell alcoholic beverages in conjunction with other Concession services to be provided.

24.2. Golf Professional shall obtain a hotel and restaurant with optional premises license issued by the State of Colorado and City Licensing Authority. Golf Professional agrees that the liquor license issued for the Premises shall not be transferred to any other person, location, firm, partnership, association or corporation without the prior written approval of City.

- 24.3. It is acknowledged by Golf Professional that the granting of liquor licenses by the State and City Licensing Authority are matters of appropriate governmental discretion, based on the public welfare, of the respective governmental entities involved. Golf Professional further acknowledges that no representations or assurances have been made concerning the issuance of a liquor license to Golf Professional, and that these matters are vested in the sole discretion of said agencies.
- 24.4. In the event of termination of this Agreement for any reason, including non-renewal or expiration, Golf Professional hereby agrees to consent to transfer any liquor license covering the Concession Premises or any part thereof to the City or a third party of City's choosing. If the Golf Professional paid a previous Concession operator for the rights to an existing liquor license, Golf Professional may charge a fee to transfer the license, but the fee shall not exceed the original amount paid by the Golf Professional for the rights to the license.

25. COMPLIANCE WITH LAWS

- 25.1. Golf Professional agrees to comply strictly with all federal, state, county, local and City statutes, laws, rules, ordinances and regulations. Golf Professional specifically represents, certifies and agrees that no person shall be denied or refused service or other full or equal use of the Concession Premises, nor denied employment opportunities by Golf Professional as a result of race, creed, color, religion, sex, national origin or ancestry, age, physical or mental handicap, or marital status, or otherwise as may be applicable to the City under state and federal civil rights legislation.
- 25.2. Golf Professional further agrees not to permit nor suffer any noxious or offensive business, trade or occupation in the Concession Premises, and not to permit the same to be occupied or used for any immoral or illegal purpose

26. PERFORMANCE BOND/SECURITY

Golf Professional will deliver to the City upon the execution of this Agreement, and maintain in effect for the term of this Agreement, a valid bond or other security acceptable to and approved by the City Attorney, payable to the City, in the amount of ten thousand dollars (\$10,000). Such bond shall be conditioned upon Golf Professional fully and faithfully performing and carrying out the terms and provisions of this Agreement, paying over of all monies and delivering all property coming into Golf Professional's possession or control belonging to the City, and fully indemnifying and saving harmless the City against all loss of every kind and nature resulting from the breach of any of the terms, covenants, and conditions of this Agreement to be performed by Golf Professional. Such bond or security shall be released to Golf Professional upon the termination or expiration of this Agreement, provided Golf Professional has fully and faithfully carried out the terms, covenants and conditions of this Agreement.

27. INSURANCE

- 27.1 Golf Professional agrees to provide Comprehensive General Liability Insurance, including bodily injury, property damage, product liability, contractual liability, liquor liability (if applicable), and fire damage insurance in not less than the following amounts: ~~\$150,000 per claimant, \$600,000~~ \$1,000,000 per occurrence; ~~or all coverage may be \$600,000 combined single limit.~~
- 27.2 Golf Professional shall furnish City's Golf Operations Manager with satisfactory proof of a Commercial Crime policy with limits of not less than fifty thousand dollars (\$50,000) that includes the following forms:
- A Employee Dishonesty
 - B Forgery or Alteration
 - C Theft, Disappearance, and Destruction
 - D Robbery and Safe Burglary
 - E Premises Burglary
 - F Computer Fraud
 - H Premises Theft and Robbery
 - Q Robbery and Safe Burglary, Money and Securities
- 27.3 Golf Professional agrees to provide Workers' Compensation Insurance for his employees in accordance with Colorado law. Golf Professional shall furnish City's Golf Operations Manager with satisfactory proof that this insurance is in effect. City shall provide Workers Compensation Insurance for its employees including, but not limited to course and building maintenance personnel employed by the City to work at the Golf Course and the Concession Premises. All employees of the Golf Professional hired in accordance with paragraph 6 of this Agreement shall be covered under the Workers' Compensation insurance provided by the Golf Professional pursuant to this paragraph.
- 27.4 The required policy or policies of insurance shall contain the following special endorsements:
- 27.4.1 This insurance policy will not be canceled or reduced without 30 days prior written notice to the City of Longmont, Attention: Golf Operations Manager.
 - 27.4.2 The City and all of its officers, agents and employees must be listed as additional insured's under the terms of the general liability policy.
 - 27.4.3 This insurance shall be primary relative to any other insurance available to the City or any of its officers, agents and employees.
- 27.5 No cancellation provision in any insurance policy shall be construed as derogation of the continuous duty of Golf Professional to furnish insurance during the term of this Agreement. The policy shall be obtained from an insurance company licensed to do business in the State of Colorado.

27.6 Upon placement and renewal of any such policy, a signed and complete Certificate of Insurance showing that such insurance coverage has been obtained or extended shall be filed with the City's Golf Operations Manager. Golf Professional agrees to annually file certificates of insurance with the City's Golf Operations Manager.

28. **INDEMNIFICATION**

Golf Professional covenants and agrees that he will protect and defend at his own cost and expense, and fully indemnify, save and hold harmless, the City, its officers, employees and agents from and against any and all risks, suits, damages, expenses or claims (including court costs and reasonable attorneys' fees) which City may incur or become liable for as a result of the injury or death of any person(s), or the loss or damage of any property arising out of or in connection with the operation of this Concession by Golf Professional or any of his employees, agents, invitees, or any other person acting on behalf of the Golf Professional, unless such risks, suits, damages, expenses or claims are proximately caused by negligence or intentional acts of the City, its officers, agents, or employees.

29. **TAXES**

Golf Professional shall pay any and all taxes on personal property belonging to Golf Professional located on the Concession Premises, and Golf Professional shall pay all income, sales, and other taxes levied against the operation of the Concession Premises.

30. **BILLS**

Golf Professional agrees to pay promptly all bills arising from the operation of the Concession Premises.

31. **LICENSES AND PERMITS**

Golf Professional shall obtain and pay for all permits or licenses that may be required for the operation of the Concession Premises.

32. **AUDITS**

32.1 It is agreed that auditors representing City will have free access to all books and records maintained by Golf Professional relative to the Concession Premises.

32.2 Golf Professional agrees that records to be kept pursuant to this Agreement will be compiled in accordance with generally accepted accounting principles and written instructions from the City as to record-keeping requirements, and failure to follow same shall be cause for cancellation of this Agreement.

32.3 If, as a result of an audit, or any other method specified by City, City determines that an employee of Golf Professional has committed any fraudulent or criminal act(s) related to his employment, then, upon notice in writing by City setting forth the circumstances relative to the fraudulent or criminal action, the Golf Professional will promptly discontinue the services of such employee. If it is reasonably certain that the Golf Professional has committed fraudulent act(s) related to his Concession activities, including but not limited to not reporting income on the Monthly Report of Gross Receipts submitted to City, such action will be just cause for immediate cancellation of this Agreement, upon written notice by the ~~Director of Parks, Open Space and Public Facilities, or his authorized representative.~~City. Such cancellation shall not release Golf Professional from liability for the loss of any City revenue resulting from such fraud, and is in addition to any other right of termination reserved to the City in this Agreement.

33. RELATIONSHIP OF CITY AND GOLF PROFESSIONAL

It is understood and acknowledged by the parties that the relationship of Golf Professional to City is that of an independent contractor. Golf Professional shall have no authority to employ any person as employee or agent for or on behalf of City for any purpose. Neither Golf Professional nor any person engaging in any work relating to the Concession at the request of or with the consent of Golf Professional shall be deemed an employee or agent of City, nor shall any such person represent him/herself to others as an employee or agent of City. Should any person indicate to Golf Professional or any employee or agent of Golf Professional, by written or oral communication, course of dealing or otherwise, that such person believes Golf Professional or such employee or agent of Golf Professional to be an employee or agent of City, Golf Professional shall use his best efforts to correct or to cause his employee or agent to correct such belief. In ordering any goods or services for the Concession Premises, Golf Professional shall place such order in Golf Professional's own business name and not in the name of the City. **Golf Professional has no right to workers' compensation benefits from the City or its insurance carrier or funds. Golf Professional shall pay any federal and state income tax due on money earned under this Agreement.**

34. MANAGEMENT

The Golf Operations Manager is the City's representative empowered to manage the City's golf courses and its interest in the Concession Premises. The Golf Operations Manager may make reasonable written requests regarding the operation of the Concession Premises. In the event of any dispute between the Operations Manager and the Golf Professional concerning requests made by the Operations Manager, the dispute shall be resolved by the ~~Director of Parks, Open Space and Public Facilities.~~Natural Resources Manager.

35. CONFLICT OF INTEREST

35.1. Golf Professional warrants and covenants that no official or employee or business entity of City: (1) has been employed or retained to solicit or aid in the procuring of this Agreement; or (2) will be employed or otherwise benefit from this Agreement without the immediate divulgence of such fact to City.

35.2. In the event City determines that the employment of such official or employee is not compatible with his or her duties, Golf Professional, upon request of City, shall terminate such employment immediately. For breaches or violations of this paragraph, City shall have the right to cancel this Agreement, without liability and to recover all compensation paid to, or benefit received by such official employee or business entity.

36. **ASSIGNMENT OR TRANSFER OF RIGHTS AND PRIVILEGES**

36.1. This Agreement shall not be assigned in whole or in part, nor shall the privilege of operating the Concession Premises or any part thereof be sold, transferred or conveyed in any manner, nor shall any other right or privilege herein granted to Golf Professional be sold, transferred, conveyed or assigned without the prior written approval of the ~~Director of Parks, Open Space and Public Facilities~~City, which may be granted or denied in the ~~Director's~~City's sole discretion.

36.2. Any such sale, transfer or assignment, whether voluntary or involuntary, without the prior written approval of the ~~Director of Parks, Open Space and Public Facilities~~City shall be void and constitute grounds for the immediate cancellation of this Agreement at the option of the City.

37. **CHANGES OR AMENDMENTS TO AGREEMENT**

This Agreement sets forth all agreements between the parties. No change, modification or amendment shall be valid and binding unless set forth in writing and signed by City and Golf Professional.

38. **TERMINATION**

38.1. For Cause, Without Illegality. In addition to any other remedies provided by law or in this Agreement, the City may terminate this Agreement in the event that any payment or amount is not furnished the City as set forth in Section 9.4 hereof, when due, upon giving seven (7) days written notice to the Golf Professional of the City's intention to terminate unless full and proper payment is made to the City of all monies due on or before the expiration of the seven day period indicated in the notice. In addition to any other remedies provided by law or in this Agreement, the City may terminate this Agreement upon thirty (30) days written notice in the event Golf Professional fails to comply with any of the other terms of this Agreement other than those involving violation of any penal

law, unless Golf Professional has, in the City's sole discretion, fully rectified any such failure to conform to the conditions of the Agreement within such period.

- 38.2. For Cause, With Illegality. The City may, at its sole discretion, terminate this Agreement, effective immediately, upon the giving of written notice of termination, in the event that Golf Professional engages in, permits, or violates any federal, state or City penal statute, law, regulation or ordinance in the operation of the Concession. Additionally, the City may, at its sole discretion, terminate this Agreement, effective immediately, upon giving the Golf Professional written notice of the termination, in the event the Golf Professional engages in a criminal act involving moral turpitude.
- 38.3. Without Cause. Either party, without cause, may terminate this Agreement by providing the other party with ninety (90) days written notice of intent to terminate.
- 38.4. Suspension by PGA. Upon the suspension of the Golf Professional by the Professional Golfers' Association ("PGA") for more than thirty (30) days, this Agreement may be terminated for cause at the sole option of the City.
- 38.5. Failure to Maintain Liquor License. ~~(Twin Peaks and Ute Creek Golf Courses only)~~ This Agreement shall terminate, without notice from either party to the other, thirty (30) days after the Golf Professional fails to obtain the liquor license set forth herein for the Concession Premises, or the City or State Licensing Authority denies the renewal of, or revokes the liquor license. Such termination shall occur without regard to whether Golf Professional initiates legal remedies to appeal the denial or revocation of such license. The parties may, however, mutually agree to permit continuance of the Concession in the event of failure to renew, revocation or denial of the liquor license, which Agreement, if entered into, shall be in writing, and shall specify any amendments or modifications of this Agreement.

39. **TERMINATION, MODIFICATION AND EXTENSION OF AGREEMENT**

- 39.1. Modification and Extension. In the event that either the City or the Golf Professional desire to negotiate an extension and modification of the Agreement beyond the initial term set forth in Section 1 of this Agreement, the party desiring such extension and modification shall submit to the other a written proposal setting forth any amendments or modifications to the terms of this Agreement, along with the extended time sought. Such written proposal shall be submitted no later than ninety (90) days prior to the expiration of the initial term hereof. In the event that the negotiation process is so invoked, negotiations must be concluded and the final terms of any amended Agreement agreed to forty five (45) days prior to the expiration of the initial term hereof, or the Agreement will be terminated at the expiration of said initial term.

39.2. Extension without Modification. In the event that either party desires that this Agreement expire, without extension, at the expiration of the said initial term, such party shall submit a written notice to the other no later than sixty (60) days prior to the expiration of the initial term hereof, in which event the Agreement will then terminate whether or not a proposal for extension and modification has been submitted. In the event that neither party submits a proposal for extension or modification in accordance with this Section, or gives notice of intent to terminate as herein contemplated, this Agreement shall be extended, from year-to-year, until terminated or modified as otherwise herein provided.

39.3. Disability or Death of Golf Professional. In the event of death of Golf Professional, or illness or disability:

39.3.1. The Golf Professional or his representative shall have the right to control or dispose of the Golf Professional's property.

39.3.2. The Golf Professional or his representative shall be responsible for any outstanding obligations of the Golf Professional arising under this Agreement.

39.3.3. If the Golf Professional dies during the term of this Agreement, the City shall pay to the estate of the Golf Professional all the compensation that would have been payable to the Golf Professional up to the end of the month in which his death occurs.

39.3.4. This Agreement shall terminate upon the death of the Golf Professional.

39.4. In the event the Golf Professional is physically and/or mentally unable to perform his duties as set forth in the Agreement because of illness or disability, the City may immediately terminate this Agreement upon written notice. It is not the intent of this provision that it shall apply to brief, short-term illnesses or injuries.

40. **DESTRUCTION, LOSS OR DAMAGE BY FIRE OR OTHER CAUSES**

In the event the Concession Premises are damaged by fire or other casualty to such an extent that in City's sole opinion the continued operation of such premises and use thereof by Golf Professional is not desirable, City may either immediately terminate this Agreement or provide temporary replacement facilities. City may, but is not obligated to, repair or rebuild the Concession Premises and, in that event if, after such repairs or rebuilding are completed to City's satisfaction, any portion of the original Agreement period remains, upon notice from City, Golf Professional immediately shall resume operation of the Concession Premises in accordance with this Agreement.

41. **VACATING THE PREMISES**

- 41.1. Unless renewal is arranged forty five (45) days prior to the expiration of this Agreement, Golf Professional shall immediately, upon such expiration, or upon termination of this Agreement for any reason, vacate the Concession Premises and remove all property owned by Golf Professional.
- 41.2. Should Golf Professional fail to remove or dispose of his property as herein provided, City may consider such property abandoned and may claim proper title to such property or dispose of same at Golf Professional's expense.
- 41.3. At the expiration or termination of this Agreement, Golf Professional shall quit and surrender the said Concession Premises and the equipment and furnishings to which the City holds title in as good or better condition as when accepted by Golf Professional, reasonable wear and tear excepted.

42. BANKRUPTCY

- 42.1. Except to the extent prohibited by applicable law, upon the occurrence of any one or more of the following events, the Agreement, at the option of the City, shall be deemed to have terminated automatically:
 - 42.1.1. The filing by Golf Professional of a voluntary petition in bankruptcy or the making of an assignment for the benefit of creditors; or
 - 42.1.2. The filing of an involuntary bankruptcy petition against Golf Professional which is not withdrawn or dismissed within ten (10) days; or
 - 42.1.3. A consent by Golf Professional to the appointment of a receiver or trustee of all or part of Golf Professional's assets; or
 - 42.1.4. The filing by Golf Professional of a petition or answer seeking an arrangement or reorganization under the Federal Bankruptcy Act or any other applicable state or federal law; or
 - 42.1.5. The filing by the Golf Professional of any petition to take advantage of any insolvency act or law.

43. PAYMENT TO GOLF PROFESSIONAL UPON TERMINATION BY CITY

- 43.1. The Parties understand and agree that the Golf Professional may purchase during the term of this Agreement clothing and equipment. If the City elects to terminate this Agreement for a reason other than fraud or criminal conduct or elects not to renew or extend the Agreement upon the expiration of its term, the parties agree that the City may, but is not obligated to, require any person hired as an independent contractor to replace the Golf Professional to purchase certain of the Golf Professional's inventory and equipment as a part of the replacement golf professional's agreement with the City.

43.2. The Parties agree to offer any replacement golf professional the option to buy the following personal property from the Golf Professional on the following terms:

43.2.1. Clothing and equipment purchased during the term of this Agreement may be purchased by the replacement golf professional at a price mutually agreed upon, but the price shall not exceed the original cost of the item.

43.2.2. If the Golf Professional and the replacement golf professional cannot agree on a mutually acceptable cost for clothing and equipment, they may each select one appraiser and be responsible for the fees charged by the appraiser selected by each party, and those two appraisers shall select a third appraiser whose fees shall be shared equally by the Golf Professional and the replacement golf professional. The value of the property may then be determined by a majority vote of the three appraisers.

43.2.3. If the City decides to operate the Concession Premises by hiring a golf professional as its own employee rather than an independent contractor, the City may purchase the inventory and equipment of the Golf Professional on the same terms and conditions as stated above.

44. WAIVER OF BREACH

No waiver by the City of any breach or default by the Golf Professional under this Agreement shall be a waiver of any other breach or default.

45. SEVERABILITY

Invalidation of any specific provisions of this Agreement shall not affect the validity of any other provisions of this Agreement.

46. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

47. BINDING EFFECT

This Agreement shall be binding upon the parties and their respective successors and assigns.

48. IMPLIED REPRESENTATIONS

No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Agreement.

49. THIRD PARTY BENEFICIARIES

None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or the Golf Professional receiving services or benefits under this Agreement shall be only an incidental beneficiary.

50. FINANCIAL OBLIGATIONS OF CITY

All of the City's financial obligations under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year financial obligation, a pledge of the City's credit, or a payment guarantee by the City to the Golf Professional.

51. VERIFICATION OF LAWFUL PRESENCE

If Golf Professional is a natural person eighteen years of age or older, Golf Professional shall verify his or her lawful presence in the United States, as required by Article 76.5 of Title 24 of the Colorado Revised Statutes, Restrictions on Public Benefits, C.R.S. 24-76.5-101, et seq. Golf Professional shall verify his or her lawful presence in the United States by: 1) producing (i) a valid Colorado driver's license or a Colorado identification card, issued pursuant to Article 2 of Title 42, C.R.S.; or (ii) a United States military card or a military dependent's identification card; or (iii) a United States Coast Guard merchant mariner card; or (iv) a Native American tribal document; and 2) executing an affidavit, in substantially the form shown in Exhibit E, stating: (i) that he or she is a United States citizen or legal permanent resident; or (ii) that he or she is otherwise lawfully present in the United States pursuant to federal law.

- (a) If Golf Professional executes an affidavit stating that he or she is an alien lawfully present in the United States, the City shall verify the Golf Professional's lawful presence through the federal Systematic Alien Verification of Entitlement Program, (the "Save Program"), operated by the United States Department of Homeland Security or a successor program designated by the United States Department Of Homeland Security. Until such verification of lawful presence is made, the affidavit may be presumed to be proof of lawful presence for purposes of this section.

52. UNLAWFUL EMPLOYEES AND SUBCONTRACTORS

Golf Professional shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Golf Professional shall not knowingly contract with a

subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Agreement or (b) fails to certify to the Golf Professional that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement.

53. CONFIRMATION REGARDING ILLEGAL ALIENS

Golf Professional has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Agreement through participation in either the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor & Employment.

54. LIMITATION REGARDING BASIC PILOT E-VERIFY PROGRAM

–Golf Professional shall not use either E-verify or Colorado Department of Labor & Employment program procedures to undertake preemployment screening of job applicants while performing this Agreement.

55. DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS

-If Golf Professional obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Golf Professional shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:

(a) notify the subcontractor and the City within three days that the Golf Professional has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) terminate the subcontract with the subcontractor if, within three days of receiving notice that the Golf Professional has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.

56. DUTY TO COMPLY WITH STATE INVESTIGATION

Golf Professional shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

57. DAMAGES FOR BREACH OF CONTRACT

In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Agreement, if the City terminates this Agreement, in whole or in part, due to Golf

Professional's breach of any provision of this Agreement, Golf Professional shall be liable for actual and consequential damages to the City.

IN WITNESS WHEREOF, the Parties hereto have hereunto placed their hand and seals
| this _____ day of _____, ~~2008~~2011.

CITY OF LONGMONT, a municipal
corporation, acting on behalf of its
GOLF ENTERPRISE:

MAYOR

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

DATE

PROOF READ

DATE

APPROVED AS TO INSURANCE PROVISIONS:

RISK MANAGER

DATE

APPROVED AS TO FORM AND SUBSTANCE:

ORIGINATING DEPARTMENT

DATE

[Type name of Golf Professional, then press f11 to proceed].:

By: _____
[Type title of person signing, then press f11 to proceed]/GOLF PROFESSIONAL

State Of Colorado)
) ss.
County of Boulder)

I attest that the foregoing instrument was acknowledged before me this
_____ day of _____ 2011 by _____, as the Mayor of
the City of Longmont.

Witness my hand and official seal.

CITY CLERK

Notary Public, State of Colorado

My commission expires: _____

- If licensee is a CORPORATION, double-click here, otherwise, press delete, then press f11 to continue.
- If licensee is an INDIVIDUAL, double-click here, otherwise, press delete, then press f11 to continue.
- If licensee is a PARTNERSHIP, double-click here, otherwise, press delete, then press f11 to continue.
- If licensee is a LIMITED LIABILITY PARTNERSHIP, double-click here, otherwise, press delete, then press f11 to continue.
- If licensee is a LIMITED LIABILITY LIMITED PARTNERSHIP, double-click here, otherwise, press delete, then press f11 to continue.
- If licensee is a LIMITED LIABILITY COMPANY, double-click here, otherwise, press delete, then press f11 to continue.
- If licensee is a LIMITED PARTNERSHIP, double-click here, otherwise, press delete, then press f11 to continue.
- If licensee is a LIMITED PARTNERSHIP ASSOCIATION, double-click here, otherwise, press delete, then press f11 to continue.
- If licensee is an ASSOCIATION, double click here, otherwise, press delete, then press f11 to continue.

Attachments:
Exhibits A – E

CA #[Type file number, then press f11 to proceed]

EXHIBIT A
CONCESSION PREMISES

EXHIBIT B
GOLF COURSE PREMISES

EXHIBIT C
DUTIES AND RESPONSIBILITES

EXHIBIT D
SCHEDULE OF INVENTORY

