Request for Proposals (RFP)
City of Prescott, Arizona
For the Management and Operation of Antelope Hills Golf Courses

RFP Schedule

Solicitation Advertisement		October 3, 2013
Mandatory Pre-Proposal Meeting		October 17, 2013
	Time:	**3:00 p.m.**
	Location:	**Antelope Hills Clubhouse, 1 Perkins Dr.**
Deadline for Questions		October 28, 2013
Deadline for Addenda		November 4, 2013
Proposals Due:		November 21, 2013
	Time:	**Thursday, November 21, 2013 at 2:00 pm**
	Location:	**Office of the City Clerk**
		201 S. Cortez St.
		Prescott, AZ 86302
Council Approval of Agreement (Desired)		January 14, 2014
Beginning of Initial Term (Desired)		February 1, 2014

City of Prescott, Arizona
201 S. Cortez St.
Prescott, AZ 86303

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I. Introduction and Background

A. Request for Proposals Deadline

Sealed proposals will be accepted by the City of Prescott, City Clerk's Office, Prescott City Hall, 201 S. Cortez St., Prescott, AZ 86303 until 2:00 p.m. on Thursday November 14 2013, for the Management and Operation of Antelope Hills Golf Courses.

B. Summary of Intent of Request for Proposals

The City of Prescott is seeking an operator to manage and operate its Antelope Hills Golf Courses, including pro shop, driving range, cart barn, and restaurant services (but not including golf course maintenance services).

More specifically, the operator will be expected to collect green fees, schedule tee times, provide marshaling and starting services, provide diverse golf programs and lessons, purchase inventory and sell pro shop merchandise, provide range balls and provide and maintain driving range facilities and equipment (but not including turf maintenance), provide and maintain rental golf power carts and hand carts, provide restaurant services, and carry out a course marketing program. The operator will ensure that there is at least one PGA Class A professional (or equivalent) along with sufficient other staff to safely and efficiently manage the course, pro shop, and restaurant, develop and implement programs, teach golf lessons, schedule and coordinate tournaments, provide excellent customer service, provide business management functions (e.g., accounting, personnel, marketing and community outreach), and ensure that course operations are consistent with national industry standards and at a level that, at a minimum, meets national industry benchmarks.

The course is open every day, with the exception of Christmas Day and with City approval, during inclement weather. When the course is open for play, hours will generally be from dawn to dusk. Proposers can propose subcontractors as part of a proposal (e.g., for restaurant operations). The City has provided and will continue to provide golf course maintenance services. The contracted course operator will provide janitorial supplies and be responsible for all janitorial functions within the clubhouse and for keeping the outside porches and exterior grounds of the clubhouse and parking lot in a clean and attractive condition. The operator is not responsible for significant capital repairs or replacement of the clubhouse plumbing, heating, air conditioning systems, or parking lot.

C. Scope and Terms of Contract

The City desires to negotiate and enter into a contract (professional services agreement) with an individual, team, or company for the management and operation of Antelope Hills Golf Courses, the services for which are outlined above, effective February 1, 2014. The City will continue to own the real property and buildings. The initial, preliminary term of the contract is expected to be for ten (10) years in exchange for a percentage of the annual gross revenues, with the operator having the opportunity to receive higher percentages as the gross revenues increase. Beyond the initial ten-year period, an extension of the contract may be negotiated for an additional period, not to exceed two five-year extensions.

D. Background

Antelope Hills Golf Course was founded in 1956 with the opening of the North Course, a par 71 18-hole course located on Highway 89 north of downtown Prescott. The PGA-sanctioned course,

which surrounds the City of Prescott's municipal airport, is open to the public year-round. Designed by Lawrence Hughes, the course is a traditional layout, which features tree lined fairways, and fast bent grass greens. In 1992 the City of Prescott opened the par 72 South Course, designed by Gary Panks, which features open fairways, generous mounding, large undulating greens and panoramic views of Mingus Mountain, Granite Dells, Granite Mountain and a 100 mile view of the San Francisco Peaks, the highest point in Arizona. The South course includes multi-tees, bent grass greens and three lakes. Seventy-seven homes sites were developed surrounding the course and all sites have been sold.

At 5,000 feet in elevation, Antelope Hills makes for a great escape from the summer valley heat. Temperatures can average 15 to 20 degrees cooler than the Phoenix area. For those who would like to fly in and play a round of golf, Antelope Hills is located next to Prescott Municipal Airport (Ernest A. Love Field). Antelope Hills features, in addition to two 18-hole golf courses, a driving range, putting greens, pro shop, restaurant, full service bar, cart service, and event facility. The City of Prescott will be responsible for the maintenance of the golf course and landscaping along the courses.

Antelope Hills hosts over 80 tournaments and events annually. Among the list of tournaments are the Arizona Golf Association's Father& Son, Northern Arizona Amateur, Arizona State Boys Championship, Southwest Section PGA State Junior Championship, Smoki Amateur and the Outhouse open, additionally the facility is host to over 15 charity tournaments that raise much needed funds for the respective organizations. Antelope Hills Golf Course is also the home to Prescott and Chino Valleys high school golf teams it has been owned, operated and maintained by the City of Prescott since construction.

E. Course/Facility Description

In addition to the two 18-hole championship golf courses, the facilities also include a practice area for chipping and putting a driving range with inventory of range balls, dispensing and retrieving equipment, and fenced/secured cart storage.

A full service restaurant (Manzanita Grille) with an equipped commercial kitchen, full service and separate fully equipped bar area, cart service that includes three beverage carts, and event hosting and catering. The City has operated the restaurant since April 2006.

A separate event facility on site ("Centennial Center") which also contains an equipped commercial kitchen, bar and entertainment area for tournaments and other related type activities and events. Facility capacity is 160 persons.

Golf carts – The proposer will be responsible for providing and maintaining a fleet of 130 golf carts. The existing carts can be purchased at fair market value. Please include discussion of this in your proposal.

Furniture, Fixtures and Equipment – the facility includes all furniture, fixtures and equipment necessary to manage and operate the golf courses, driving range, putting green, restaurants, bars, banquet facility and carts. These items will require replacement due to normal wear and tear under a replacement schedule determined by the City. The successful management firm shall replace all items as necessary with like or similar items as approved by the City. These items shall become property of the City upon completion or termination of the management agreement. The golf course currently uses EZ links for the tee time sheet, and POS software in the pro shop and Squirrel POS in the Manzanita Grille restaurant. The management firm may use the existing software by paying the annual maintenance fees or may implement a new software system at their cost. Any new software and related hardware would revert to the City upon termination or completion of this agreement.

Any and all permanent additions made by the management company to the facilities, grounds and all other such assets shall become the sole property of the City as an asset of Antelope Hills golf course.

The courses have capacity for more play than has been seen in recent years. **Attracting new customers and increasing net revenue is essential to the financial health of the courses.** Maintenance has been good but limited by revenue, and major repairs and capital improvements have been deferred. There is a tentative five-year capital improvement plan (attached in Appendix B) that identifies desired improvements and upgrades, but the financial limitations of the golf enterprise fund have made it largely a "wish list" recently, with projects routinely postponed until later years.

F. Liquor License

The Proposer will have the privilege to purchase and sell alcoholic beverages under the City's liquor license. Proposer shall be named "Manager" under the license and have at all times a manager on file with the State in compliance with State Law. The Proposer's use of the City's liquor license is limited to the Restaurant and Banquet/Event Facility and golf course and the Proposer shall not waive liquor license privileges without the City's prior consent. The Proposer's rights to use the City's liquor license shall terminate simultaneously with the expiration or termination of the Agreement. If required by local or state regulation, the Proposer shall obtain a privilege license permit at its own expense. The privilege to sell alcoholic beverages shall be subject to the provisions of the Alcoholic Beverage Law of the State of Arizona, Yavapai County and the City of Prescott. All Proposer employees who are responsible for selling or dispensing alcoholic beverages shall be of the minimum age required by Arizona law and shall be fully qualified under all applicable State regulations. All such employees must successfully complete and be able to demonstrate understanding of an alcohol beverage-training program that teaches employees to recognize alcohol impairment and handle patrons who should be denied alcoholic beverages. The Proposer shall at all times exercise totally independent, prudent, reasonable, experienced and legal judgment in serving of alcoholic beverages. The Proposer shall at all times use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages. The decision to refuse service of alcoholic beverage to any individual shall be the sole responsibility of the Proposer.

G. Greens Fees

The City of Prescott sets greens fees with input from the course operator. Attached within Appendix B is a chart identifying the current fees which included minor adjustments in 2012

which returned fees to the 2010 level. A comprehensive review of fees is anticipated in 2014 in collaboration with the selected course operator.

H. Business Model

The City desires to enter into a modified concession based contract. Under this business model the City would pay the course operator a monthly management fee per year and would share gross revenues in excess of an agreed upon amount on an annual basis based upon the operator's ability to increase annual gross revenue in excess of an agreed upon amount. The exact combination or mix of a monthly management fee and the share (percentage) of gross revenues would be subject to negotiation.

I. Proposers' Questions

All proposer or prospective proposer communications concerning this Request for Proposals (RFP) must be directed to:

Joe Baynes, Recreation Services Director
City of Prescott
Recreation Services Administration Office
Phone: 928-777-1599
Fax: 928-771-5845
E-mail: joe.baynes@prescott-az.gov

Proposers should rely only on written communications; oral communications will be considered unofficial and non-binding on the City. The responsibility for determining and obtaining the full extent of all information needed to respond to the RFP rests with the prospective proposer. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instructions of this RFP. Proposers are responsible for checking the City of Prescott website for the issuance of any revisions or addenda prior to submitting a proposal. The address is www.cityofprescott.net/business/bids

J. Mandatory Pre-proposal Meeting/Walk-through Inspection

The City will hold a pre-proposal question-and-answer meeting and walk-through inspection of the facilities at Antelope Hills Golf Courses for interested parties on Monday October 14, 2013 beginning at 3:00 p.m. The clubhouse address is 1 Perkins Drive, Prescott, AZ 86301. Attendance is mandatory.

II. RFP Response Format and Content

A. Format

Proposals are to be prepared on standard 8 ½" by 11" paper. They must be typed and as concise as possible, not to exceed 30 pages in length. Foldouts containing charts and oversize exhibits are permissible.

B. Contents

Proposals must include ***a cover letter*** signed by the proposer's representative authorized to make contractual obligations. The cover letter must identify the contact person for the proposal process and that person's phone and fax numbers and email address. It must identify the name and physical address and legal status (e.g., corporation, partnership, sole proprietorship) of the

individual, team or company submitting the proposal. It must also include a statement acknowledging that the proposer understands that even if that team is selected to provide the services described in this RFP, a contract might not be executed.

Proposals must include ***an executive summary*** providing a high level overview of the golf business management philosophy and operating strategy of the proposer. This is intended to help distinguish each proposal from others. The executive summary must identify the number of years that particular proposer has been continuously engaged in business, including how many years of experience providing the services called for in this RFP.

Proposals must include ***an operations plan*** which describes ***in detail*** the proposer's intended plans and approach to management and operation of Antelope Hills Golf Courses, addressing tee reservation policies and procedures for the pro shop operations (merchandising and pricing), customer service and satisfaction, instructional programs, restaurant/food and beverage service, programs for particular groups (youth ,schools, men's and women's clubs, and seniors), tournaments and other special events, and financial and internal control/safety and security procedures related to handling cash/charge cards and inventory. The operations plan must identify the anticipated number of employees required to carry out the plan and the required qualifications for all specific positions. This section of the proposal should be designed to convince the City that the proposer's plans and approach are realistic, appropriate, and attainable, and that they will lead to successful performance under contract with the City.

Proposals must include ***personnel information*** identifying the key individuals who would be involved in the management and operation of Antelope Hills Golf Courses under the proposal submitted. At a minimum this would include the names of the overall manager and the professional responsible for offering golf lessons and instruction. The proposal must include resumes and/or identify the experience and qualifications for those key individuals. An organization chart showing all positions and personnel anticipated to be involved in carrying out the business plan may be helpful.

Proposals must include a ***compensation proposal*** that lays out a requested monthly management fee (if any) and requested percentage of gross revenues as well as any other activity-specific compensation expectations (e.g., driving range, cart rental, lessons, and restaurant sales). It should be anticipated that ultimately the final compensation terms would be negotiated between the City and the successful proposer, with the mix of fixed amount(s) and percentage(s) intended to result in a successful, optimal business model for both the City and the new course operator over the term of the contract.

As indicated above, the City seeks a new course operator who will ambitiously attempt to consistently "grow" the use of and revenues derived by AHGC. As such, proposals must include a ***marketing plan*** that describes anticipated strategies and plans for the promotion of AHGC. This should include the means, target populations, techniques, and frequencies of advertising and other customer outreach efforts designed to increase play, fill tee time slots, and generally increase usage of AHGC facilities.

Proposals must include a suggested ***fee schedule policy*** for use of the course and its facilities. This can be a general discussion about how to structure green fees (including suggested day-of-week, time-of-day, and seasonal variations), annual and/or seasonal passes, "loyalty cards," range fees, cart rental rates, and golf instruction fees. The discussion should also address the use of special or promotional fees and their use in the marketing plan's attempt to fill traditionally

slow tee time slots. As stated above the fee schedule will ultimately be subject to the City's review and approval.

Proposals must include ***business information*** about the proposer including the name and contact information for a current banking reference, a current credit rating and name of the rating service, federal employer identification number (FEIN). The business information must identify how long the proposer has been in business under its present name (date of organization), under what other names the organization has operated, and the name(s) of the owner, general partners, or corporate officers, depending upon the type of organization. The business information must include certified financial statements reflecting the proposer's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the proposer's most recent fiscal year. If a certified financial statement is not available, then a reviewed or compiled statement from an independent accountant setting forth the same is acceptable. The business information must also identify any and all judgments, pending or expected claims or litigation, or other real or potential financial reversals that might materially affect the viability or stability of the proposer; or warrant that no such situations or conditions are known to exist. The business information must state whether the proposer has had a contract(s) terminated within the past five years, including details about such terminations and the proposer's position on them; or warrant that no such terminations have been experienced. The business information must identify whether any of the proposer's owners or officers has ever been convicted of a crime or are they presently the target of any criminal or administrative investigation. The business information is intended to demonstrate the proposer's financial capacity and capabilities to undertake and successfully carry out its responsibilities under the proposal.

The proposal must include a list of at least five clients for whom the proposer has provided professional golf services, or equivalent business management experience, during the past five years. These ***professional references*** must include contact information for a person that can be contacted regarding performance for each client or project and descriptions of the services provided and results attained.

III. Evaluation Process

A. General

All proposals will be reviewed to determine compliance with the requirements specified in this RFP. It is important that the responses be clear and complete so that the evaluators can understand all aspects of the proposal. An evaluation committee will select the best proposal(s) for further review. The committee will conduct reference checks and invite one or more proposers to Prescott for interviews. Proposals should be initially submitted on the most favorable terms proposers can offer, but the course management and operations specifications may be altered by the City of Prescott based on proposers' responses, which may be reflected in the negotiations before contract award, signing, and execution. The City will select the proposer and negotiate toward an agreement with the proposer that, in its sole discretion, represents the best future course operator for the City. Ultimately the City Council must approve an agreement; if such approval is not given, an agreement would be void and neither party would have any further obligations or liabilities hereunder. The anticipated review and selection schedule is identified on the front page of this RFP.

B. No Reimbursement of Costs or Expenses by Proposers

The City will not reimburse or otherwise compensate any proposer for the costs and expenses incurred by a proposer in responding to the request.

IV. Standard Proposal

A. Proposal Due Date, Time, and Location

A proposal, in its entirety, must be received by no later than 2:00 p.m. Arizona Time on Thursday, November 14, 2013, in the City Clerk's Office, Prescott City Hall, 201 S. Cortez St., Prescott, AZ 86303. Proposals must be sealed and clearly marked, **Proposal for the Management and Operation of Antelope Hills Golf Courses**. Proposals arriving after that time will be returned unopened to their senders. Postmarking by the due date will not substitute for actual proposal receipt. Proposals delivered by facsimile (fax) transmission or other electronic means do not meet the requirements of sealed proposals and will not be accepted. All proposals and accompanying documentation will become the property of the City of Prescott and may not be returned. Selection or rejection of a proposal does not affect this right.

B. Waiver of Minor Administrative Irregularities

The City of Prescott reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

C. Errors in Proposals

Proposer is responsible for all errors or omission in their proposals, and any such errors or omission will not serve to diminish their obligations to the City.

D. Single Response

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Prescott, the RFP may be canceled.

E. Proposal Rejection/Selection

The City of Prescott reserves the right to reject any or all proposals at any time without penalty. The selection of a proposal will be made based upon which proposal the City determines would best meet its requirements and needs. The City will begin negotiations on a management and operations agreement with the proposer whose proposal is deemed most advantageous to the City. If those negotiations are unsuccessful, negotiations may begin with the proposer whose proposal is deemed next most advantageous. All materials submitted in response to the solicitation, including samples, shall become the property of the City upon delivery to the City.

F. Proprietary Proposal Material

Any information contained in a proposal that is considered proprietary must be clearly designated as such. Marking the entire proposal as proprietary will be neither accepted nor honored. Proposers should be aware that the City is required by law to make its records available for public inspection. The Proposer, by submission of materials marked proprietary, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Proposer in the event that the City must legally disclose these materials.

G. Costs of Preparing Proposals

The City of Prescott is not liable for any costs incurred by proposers or prospective proposers in the preparation and presentation of proposals submitted in response to the RFP.

H. Number of Proposal Copies Required

Proposers are to submit one original and seven (7) copies of their proposals and one electronic copy on CD.

I. Withdrawal of Proposals

A proposal may be withdrawn by written request of the Proposer prior to the proposal due date and time herein. No proposal may be withdrawn for a period of 90 calendar days after the proposal due date and time.

J. Changes in Proposals

Prior to the proposal due date and time listed a Proposer may make changes to its proposal provided the change is initialed and dated by the Proposer. Corrections and/or modifications received after the closing time specified will not be accepted.

K. Rejection of Proposals

The City reserves the right to reject any and all proposals and to waive any immaterial defects and irregularities in proposals.

L. Protests

Any protest of the solicitation process must be filed by 5:00 p.m. on the third business day after solicitations are opened. All such protests shall be in writing, contain a complete statement of the grounds for protest, and be filed with the City Clerk, 201 S. Cortez, Prescott, AZ, 86303.

Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the Apparent Successful Proposer(s). The City will not consider any protest based on items that could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

M. Default by Proposer

In case of default by the Proposer, the City of Prescott may procure the service from other sources and may deduct from any monies due or that may thereafter become due to the Proposer the difference between the prices named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

N. Litigation

The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Neither party shall be

entitled to an award of attorneys' fees, either pursuant to the Contract or another other state or federal statute.

V. General Contract Terms and Conditions

A. Entire Agreement

This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Management Firm. The City's RFQ/RFP, all addenda to the RFQ/RFP, and the Management Firm's response to the RFQ/RFP are explicitly included in this contract. Where there is any conflict among or between any of these documents, the controlling document shall be the first listed in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City's RFQ/RFP; the City's RFQ/RFP; and the Management Firm's response to the RFQ/RFP.

B. Term

The term of this Contract shall commence on the date the City's Purchasing Agent signs the same and shall expire as stated within the Contract.

C. Payment

The Management Firm shall submit payments as determined by the selected payment method. The Minimum Annual Guarantee payment shall be submitted to the City by the 1st of the month for which it applies and the Percentage of Revenue payment shall be submitted to the City no later than the 20th of the month for the preceding month's payment.

D. Equal Employment Opportunity

During the term of this Contract, the Management Firm agrees as follows: The Management Firm will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Management Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

E. Diversity

The City encourages the Management Firm to employ a workforce reflective of the region's diversity.

F. Discrimination in Contracting

The Management Firm shall not create barriers to open and fair opportunities for Sub-Management Firms and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with Sub-Management Firms and suppliers, the Management Firm shall not

discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

G. Record-Keeping

The Management Firm shall maintain, for at least 12 months after expiration or earlier termination of the term of this Contract, relevant records and information necessary to document the Management Firm's utilization of other businesses as Sub-Management Firms and suppliers in this contract and in its overall public and private business activities. The Management Firm shall also maintain all written quotes, proposals, estimates, or proposals submitted to the Management Firm by all businesses seeking to participate as Sub-Management Firms or suppliers in the contract. The City shall have the right to inspect and copy such records. If this Contract involves federal funds, the Management Firm shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.

H. Publicity

The Management Firm shall not advertise or publish the fact that the City has contracted to purchase items from the Management Firm without the City's prior written approval.

I. Proprietary and Confidential Information

The Management Firm acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believe that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. The Management Firm, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Management Firm in the event that the City must disclose these materials by law.

J. Indemnification

To the extent permitted by law, the Management Firm shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, judgments, expenses and attorneys' fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, arising out of the work performed or goods provided under this Contract, or the Management Firm's violation of any law, ordinance or regulation, except for damages resulting from the sole negligence of the City.

K. Insurance

The Management Firm shall secure and maintain, at all times during the term of this Contract, at its own expense, a policy or policies of insurance known as**: (1) Commercial General Liability** written on an insurance industry standard occurrence form (ISO form CG 00 01) or equivalent including premises/operations, products/completed operations, personal/advertising injury, contractual liability, and independent Management Firms liability**; (2)** if any vehicle is used in the performance of this Contract, a policy of **Business Automobile Liability** written on an insurance industry standard form (ISO form CA 00 01) or equivalent**,** including coverage for owned, non-owned, leased or hired vehicles; and **(3)** if any work under this Contract will be

performed by a resident of the state of Arizona, **Worker's Compensation** ("Industrial Insurance") as required by the State of Arizona. The insurance as provided under items (1) and (2) above shall be endorsed to include The City of Prescott, its officers, elected officials, employees, agents and volunteers as an **Additional Insured** per ISO form CG2010 11/85 or CG2026 or equivalent, and to not permit reduction or cancellation by the insurer without forty-five (45) days prior written notice to the City. The Management Firm's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the Management Firm's insurance.

L. Compliance with Law

The Management Firm, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Arizona; the Charter, Municipal Code, and ordinances of The City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

M. Licenses and Similar Authorizations

The Management Firm, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

N. Taxes

The Management Firm shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Management Firm's interest in this Contract.

O. Americans with Disabilities Act

The Management Firm shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Management Firm is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Management Firm shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

P. Amendments

Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties. Unless Management Firm is otherwise notified, the City's Purchasing Agent shall be the City's authorized agent.

Q. Assignment

Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other.

R. Binding Effect

The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

S. Waiver

The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

T. Applicable Law

This Contract shall be construed under the laws of the State of Arizona. The venue for any action relating to this Contract shall be in the Superior Court for Yavapai County, State of Arizona.

U. Remedies Cumulative

Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

V. Severability

Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.

W. Gratuities

The City may, by written notice to the Management Firm, terminate Management Firm's right to proceed under this Contract upon one (1) calendar day's notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Management Firm or any agent thereof to any City official, officer or employee.

X. Termination

For Cause: Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.

For Reasons Beyond Reasonable Control of a Party: Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

For Public Convenience: The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations).

Notice: Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

Y. Major Emergencies or Disasters

The following provision shall be in effect only during major emergencies or disasters. The City is committed to preparing thoroughly for any major emergency or disaster situation. As part of its commitment, the City is contracting with the Management Firm under the following terms and conditions: Management Firm shall provide to the City, upon the City's request, such goods

and/or services at such time as the City determines. In the event the Management Firm is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of the Management Firm, the Management Firm shall make such delivery as soon as practicable. If the Management Firm is prevented from making such delivery to the requested delivery location due to circumstances beyond its reasonable control, the Management Firm shall immediately assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Management Firm is unable to provide such goods and/or services as requested by the City, the Management Firm may offer to the City limited substitutions for its consideration and shall provide such substitutions to the City as required above, provided the Management Firm has obtained prior approval from the City for such substitution. The Management Firm shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City their actual costs for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Management Firm incurring unavoidable additional costs and causes the Management Firm to increase prices in order to cover their costs, the Management Firm shall provide the City with appropriate documentation of the additional costs. The Management Firm acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Management Firm, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a "major emergency" or "disaster" shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above.

WHEREAS the City of Prescott (hereinafter referred to as "City") is in need of certain services; and

WHEREAS (VENDOR NAME) (hereinafter referred to as "Management Firm") has expertise in providing (COMMODITY);

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. That Management Firm shall provide those services to the City on an as-needed basis, as more particularly identified in the attached Exhibits "A" (solicitation) and 'B' (proposer submittal), and as requested by the (PROJECT MANAGER TITLE), hereinafter referred to as the Project Director or his designee.

2. In addition to those services identified in the attachments Exhibit "A" and "B", the Management Firm shall also perform all subordinate tasks not specifically referenced in Exhibits "A" and "B", but necessary to the full and effective performance of the tasks specifically referenced. In the event of a discrepancy between this Agreement and Exhibits "A" and "B", this Agreement shall control. In the event of a discrepancy between Exhibit "A" and "B", Exhibit "A" shall control.

3 Management Firm shall provide sufficient qualified personnel, upon reasonable notice to perform any and all services as required herein, including but not limited to preparation of reports, as reasonably requested by representatives of the City.

4. (A) The term of this agreement shall be from (START DATE) through (END DATE). All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City no later than mutually agreed upon dates.

(B) The parties may, by mutual consent, extend this contract under the same terms and conditions as contained herein for an additional two terms.

(C) Notwithstanding the foregoing, this Agreement may be terminated by the City upon ten (10) days written notice, with or without cause. It may also be terminated by the City in the event that funding for the City's payments hereunder is dependent on grants or other commitments of funds from another governmental agency and those funds are terminated or substantially reduced for any reason. If this Agreement is terminated, the Management Firm shall be paid for services performed to the date of Management Firm's receipt of such termination notice.

5. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the City is, at any

time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a Management Firm to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the City of Prescott from any other party to the agreement arising as a result of this agreement.

6. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage and certified mail, at the following addresses:

	City of Prescott (PROJECT MANAGER TITLE) PO Box 2059 Prescott, AZ 86302
With copies to:	City of Prescott (TBD)
Management Firm:	(COMPANY NAME) (STREET ADDRESS) (CITY, STATE ZIP)

7. It is expressly agreed and understood by and between the parties that Management Firm is an independent Management Firm, and as such Management Firm shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled. As an independent Management Firm, Management Firm further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent Management Firm, Management Firm further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

8. This Agreement is non-assignable by the Management Firm.

9. (A) The Management Firm shall pay to the City a monthly sum of $X,XXX.XX or percentage of revenue as indicated in Exhibit “B”.

(B) The Management Firm shall submit payment on the 1st of each month (fixed) or within 20 days of the end of the preceding month (percentage).

(C) Payment of the total amount provided for under Section 10(A) shall not relieve Management Firm of its obligation to complete the performance of all those services specified in Sections 1, 2 and 3. Should the City request in writing additional services beyond that specified in Sections 1, 2 and 3, then Management Firm and City shall negotiate a mutually agreed value.

(D) The City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the City from the Management Firm, and shall apply to those monies to the appropriate account. Management Firm shall provide to the City any information necessary to determine the total amount(s) due.

10. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

11. This agreement shall be construed under the laws of the State of Arizona.

12. This Agreement and Exhibits “A” and “B” represent the entire and integrated Agreement between the City and the Management Firm and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Management Firm. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary. In the event of a discrepancy between this Agreement and Exhibits "A" and "B", this Agreement shall control over Exhibits "A" and "B" and in the event of a discrepancy between Exhibits "A" and "B", Exhibit "A" shall control over Exhibit "B".

13. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

14. The Management Firm shall, within ten (10) calendar days after the execution of the Agreement and before awarding any subcontract, furnish the City with a list of proposed Sub-Management Firms, and shall not employ any that the City may object to as incompetent or unfit.

15. The Management Firm hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Management Firm's participation pursuant to this

Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or his/her agents. The Management Firm further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Management Firm has or may have against the City, its agents or employees, arising out of or in any way connected with the Management Firm's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

16. No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.

17. (A) The Management Firm shall obtain and maintain in effect during the term of, and until final acceptance of all work under, this Agreement a policy or policies of liability insurance with limits not less than those specified below. Insurance shall name the City of Prescott as additionally insured. Liability insurance shall provide the following coverages:

a) Comprehensive General Liability- Occurrence Form, (including premises/operations, products/completed operations, products/completed operations, personal advertising injury, contractual liability, and independent Management Firm's liability, explosion, collapse, and underground" and "products/ completed operations" coverage may be excluded);

b) Commercial General Liability – Occurrence Form – Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Legal Liability (Damage to Rented Premises)	$ 100,000

c) Automobile Liability – Combined Single Limit (CSL) of $1,000,000 – Bodily injury and property damage for any owned, hired, leased and non-owned vehicles used in performance of this Contract.

d) Errors and Omissions (professional malpractice);

e) Worker's Compensation and Employer's Liability – Statutory Limits with Employer's Liability:

$100,000 each accident

$100,000 Disease– Each Employee

$500,000 Disease – Policy Limit

Policy shall contain a **waiver of subrogation** against the City of Prescott

(B) All insurance and bonds required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

(C) Prior to commencing work under this Agreement, the Management Firm shall provide the City with evidence that he/she is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by A.R.S. 23-901 et seq., or that he/she employs no persons subject to the requirement for such coverage.

18. Management Firm Improvements

(A) Management Firm shall make no improvements or modifications to the Property without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Before commencing any improvements or modifications, Management Firm shall submit detailed construction plans and specifications of the work as completed. Prior to the start of any construction of improvements or modifications to the Property, Management firm shall secure all applicable building permits and approvals from the City, which shall not be unreasonably withheld or delayed. Management Firm shall furnish any additional information concerning any proposed improvements or modifications which the City may reasonably deem necessary.

(B) All improvements to the Property shall be constructed pursuant to the plans and specifications which have been approved by the City, which approval shall not be unreasonably withheld or delayed. All improvements and modifications made by Management firm shall be constructed in a good workmanlike manner.

(C) Prior to the commencement of any construction on the Property, Management Firm shall provide the City with payment and performance bonds in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Each bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of its judgment such reasonable attorneys' fees as may be fixed by the court. Each bond shall be executed by a surety company duly authorized to do business in Arizona and

acceptable to the City. Each bond shall be filed with the City Clerk immediately upon execution thereof. Payment bonds must comply with the requirements of A.R.S. 34-121.

(D) Management Firm shall keep the Property and all improvements thereon free of any mechanic's or material men's liens or liens of any kind or nature for any work done, labor performed or materials furnished on or to the Property. If any such lien is filed, Management Firm shall, at its own cost, either (1) initiate necessary action to remove such lien from the Property within thirty days of notice thereof, and diligently proceed with such action until the lien is removed; or (2) provide the City with security that such lien will not be foreclosed, which security must be acceptable to the City.

(E) Management Firm shall begin construction of any improvements and modifications to the Property within a reasonable period of time following the approval of the City and the issuance of building permits, if necessary, for the construction. Management Firm shall diligently pursue construction of the improvements or modifications and shall complete construction in accordance with the schedule for completion to be agreed upon by the City. All improvements and modifications made by Management Firm which become fixtures to the Property shall become the property of the City, at no cost to the City, upon the expiration or termination of this Agreement, free of any security interest or claims of any kind from or through Management Firm.

19. The Management Firm, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of Sub-Management Firms, including procurement of materials and leases of equipment. The Management Firm will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Orders 99-4, 2000-4, and 2009-09, and any amendments thereto to this Executive Orders.

20. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Management Firm further agrees that this provision shall be contained in all subcontracts related to the project which is the subject of this Agreement. this Agreement, neither party shall be entitled to an award of attorneys fees, either pursuant to the Contract, pursuant to ARS 12-341.01(A) and (B), or pursuant to any other state or federal statute court rule or common law. The Management Firm further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

21. The parties hereto further expressly covenant and agree that in the event of litigation arising from Contractor Immigration Warranty Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by an Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

22. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.

23. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of

this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

24. Pursuant to A.R.S. Sections 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section, the term "scrutinized business operations" shall have the meanings set forth in A.R.S. Section 35-391 and/or Section 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

DATED this _____day of MONTH, 2014.

_____

MARLIN D. KUYKENDALL

Mayor

ATTEST:

_____

LYNN MULHALL

City Clerk

APPROVED AS TO FORM:

_____

JON M. PALADINI

City Attorney

MANAGEMENT FIRM

By: _____

Title: _____

Exhibit ‘A’ (of contract)

(Copy of Solicitation to go here)

Exhibit “B” (of Contract)

(Copy of Proposer Response to go here)

Appendix "B"

Current Golf Courses Data

Tentative 5YR Capital Improvement List				
ITEM	**QTY**	**EACH**	**TOTAL**	**YEAR**
Convault fuel project- pour new pad/purchase 1 additional used vault	1EA	$ 10,000.00	$ 10,000.00	2015
Rebuild North Course tees	14,520 SQ. FT.	$ 1.75	$ 25,410.00	2015
Paving of cart paths - Greens to following tee - asphalt	21,112 SQ.FT	$ 2.00	$ 42,224.00	2015
TORO PRO-CORE 1298 (Aeration)	1EA	$ 31,483.72	$ 31,483.72	2015
TORO SWEEPER (Aeration cleanup)	1EA	$ 11,885.35	$ 11,885.35	2015
Rebuilding of bunkers North and South	13EA	$ 3,500.00	$ 45,500.00	2015
Replace 15 year old SAR 10 A/C unit at Golf Maintenance including line	1EA	$ 10,000.00	$ 10,000.00	2015
Replace split-rail fencing	2,400LF.	$ 7.50	$ 18,000.00	2015
Replace barbed wire fencing with field fence	2,000LF.	$ 2.00	$ 4,000.00	2015
TORO WORKMAN (Towing/hauling)	1EA	$ 23,130.48	$ 23,130.48	2015
			$ 221,633.55	
TORO 3250 (Greens Mower)	1EA	$ 33,684.57	$ 33,684.57	2016
Rebuild North Course tees	14,520 SQ. FT.	$ 1.75	$ 25,410.00	2016
Rebuilding of bunkers North and South	13EA	$ 3,500.00	$ 45,500.00	2016
Crack Seal & Sealcoat of asphalt parking lots	107,620 SQ.FT.	.25 SQ.FT.	$ 26,905.00	2016
Replace all split-rail fencing	2,400LF.	$ 7.50	$ 18,000.00	2016
Replace all barbed wire fencing with field fence	2,000LF.	$ 2.00	$ 4,000.00	2016
Pave cart shed	15306 SQ.FT.	$ 2.00	$ 30,612.00	2016
Paving of cart paths - Greens to following tee - asphalt	21,112 SQ.FT	$ 2.00	$ 42,224.00	2016
			$ 226,335.57	
Rebuild North Course tees	14,520 SQ. FT.	$ 1.75	$ 25,410.00	2017
Replace split-rail fencing	2,400LF.	$ 7.50	$ 18,000.00	2017
Replace barbed wire fencing with field fence	2,000LF.	$ 2.00	$ 4,000.00	2017
Paving of cart paths - Greens to following tee - asphalt	21,112 SQ.FT	$ 2.00	$ 42,224.00	2017
TORO 4500-D (Roughs mower)	1EA	$ 64,981.51	$ 64,981.51	2017
Rebuilding of bunkers North and South	13EA	$ 3,500.00	$ 45,500.00	2017
TORO 5610 (Fairways mower)	1EA	$ 58,773.17	$ 58,773.17	2017
			$ 258,888.68	
Replace split-rail fencing	2,400LF.	$ 7.50	$ 18,000.00	2018
Replace irrigation controls North and South - TORO VP		$ 250,000.00	$ 250,000.00	2018
Replace barbed wire fencing with field fence	2,000LF.	$ 2.00	$ 4,000.00	2018
Paving of cart paths - Greens to following tee - asphalt	21,112 SQ.FT	$ 2.00	$ 42,224.00	2018

TORO 3500-D (TEE/GREEN SURROUNDS)	1EA	$ 32,090.53	$ 32,090.53	2018
Rebuilding of bunkers North and South	13EA	$ 3,500.00	$ 45,500.00	2018
Install AHGC entry sign following ADOT round-about construction	1EA	$ 20,000.00	$ 20,000.00	2018
			$ 411,814.53	

Paving of cart paths - Greens to following tee - asphalt	21,112 SQ.FT	$ 2.00	$ 42,224.00	2019
Replace barbed wire fencing with field fence	2,000LF.	$ 2.00	$ 4,000.00	2019
Replace split-rail fencing	2,400LF.	$ 7.50	$ 18,000.00	2019
Rebuilding of bunkers North and South	12EA	$ 3,500.00	$ 42,000.00	2019
TORO 4500-D (roughs mower)	1EA	$ 64,981.51	$ 64,981.51	2019
			$ 171,205.51	

Other Future Capital Items

Install new irrigation South Course	$ 1,875,000.00	2022
Install new pumping system and building	$ 200,000.00	2022

Golf Rates

EFFECTIVE MAY 1ST 2012	RESIDENT (YAVAPAI COUNTY)	NON RESIDENT
18 HOLES RIDING	$41	$48
18 HOLES WALKING	$26	$32
9 HOLES RIDING	$26	$35
9 HOLES WALKING	$17	$22

EFFECTIVE MAY 1ST 2012	RESIDENT (YAVAPAI COUNTY)	NON RESIDENT
REPLAY RIDE	$25	$25
REPLAY WALK	$15	$15
SENIOR (60YRS, AFTER 11:30) RIDING 18	$28	$33
SENIOR (60YRS, AFTER 11:30 SUN-THR) WALKING 18	$19	$24
PLAYERS CARD (AVAILABLE WITH PURCHASE OF CARD) RIDING 18	$33	$33
PLAYERS CARD (AVAILABLE WITH PURCHASE OF CARD) WALKING 18	$21	$21
PLAYERS CARD (1 YEAR)	$190	$190
TWILIGHT 18 HOLES RIDING (AVAILABLE AFTER 2PM)	$32	$32
TWILIGHT 18 HOLES WALKING (AVAILABLE AFTER 2PM)	$22	$22
JUNIOR WALKING (UNDER 18YRS)	$9	$9

EFFECTIVE MAY 1ST 2012	RESIDENT (YAVAPAI COUNTY)	NON RESIDENT
JUNIOR RIDING (UNDER 18YRS)	$17	$17
RIDERS- 18 HOLES	$10	$10
RIDERS- 9 HOLES	$7	$7
RANGE LARGE (70 BALLS)	$8	$8
RANGE SMALL (35 BALLS)	$5	$5

Antelope Hills Historic Revenues

Unaudited

	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
Revenue					
Green fees	1,424,299	1,197,156	1,154,900	1,111,201	1,109,627
Restaurant sales	758,050	747,868	690,848	759,300	764,512
Golf cart rentals	391,692	446,707	396,058	474,702	486,996
Range balls	124,832	118,363	102,456	97,043	100,290
Pro-shop sales	282,235	156,659	162,071	163,415	162,966
Total	2,981,108	2,666,753	2,506,333	2,605,661	2,624,391