

CITY OF SPOKANE PARK BOARD

Special Meeting

Tuesday, January 24, 2012, 7:00 a.m.
Manito Park Meeting Room, 4 W. 21st Avenue

AGENDA

1. Roll Call: *Jacki Faught*
2. **Action Item:** Updated 2012 Facility and Field Use Fee Schedule – *Leroy Eadie*
3. **Action Item:** Policy change to reduce the qualifying age for Senior Rate for Golf to 60. – *Leroy Eadie*
4. **Action Item:** Policy change to allow private carts on the golf courses. – *Leroy Eadie*
3. **Discussion Item:** 2012 Amended Golf Operating Budget Proposal – *Leroy Eadie*
4. Adjournment

Facility Use Fee	Type	2011	2012	2012	2012	2013	2014
Per Hour Fee			Approved	SYSA/SASA	Staff Rec.		
Dwight Merkel	Adult Softball	\$16.67	\$35.00	\$11.25	\$24.00	\$27.00	\$30.00
	Youth Softball	\$10.00	\$25.00	\$11.25	\$14.00	\$17.00	\$20.00
	Adult Soccer Turf	\$55.00	\$55.00	n/a	\$55.00	\$55.00	\$55.00
	Youth Soccer Turf	\$45.00	\$45.00	n/a	\$45.00	\$45.00	\$45.00
	Adult Soccer Grass	\$30.00	\$35.00	\$20.00	\$35.00	\$35.00	\$35.00
	Youth Soccer Grass	\$20.00	\$25.00	\$20.00	\$25.00	\$25.00	\$25.00
SE Complex	Adult Softball	\$10.00	\$25.00	\$11.25	\$14.00	\$17.00	\$20.00
	Youth Softball	\$6.67	\$15.00	\$11.25	\$10.00	\$12.00	\$14.00
	Adult Soccer Grass	\$20.00	\$25.00	\$20.00	\$25.00	\$25.00	\$25.00
	Youth Soccer Grass	\$15.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Franklin	Adult Softball	\$10.00	\$25.00	\$11.25	\$14.00	\$17.00	\$20.00
	Youth Softball	\$6.67	\$15.00	\$11.25	\$10.00	\$12.00	\$14.00
All Complexes	Adult Soccer Grass	\$0.00	\$15.00	\$0.00	\$15.00	\$15.00	\$15.00
	Youth Soccer Grass	\$0.00	\$10.00	\$0.00	\$10.00	\$10.00	\$10.00
All Complexes	Lights (per hour)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00

* soccer/football fees the same for next 2 years

Facility Use Fee	Type	Notes	2012	2012	2012	2013	2014
Ball Tournaments			Approved	SYSA/SASA	Staff Rec.		
Dwight Merkel				<i>no</i>			
Adult				<i>recommend.</i>			
	Full Day	8am-11pm	\$ 2,100.00		\$ 1,900.00	\$ 2,000.00	\$ 2,100.00
	Half Day	8a-3p;3p-11p	\$ 1,200.00		\$ 1,000.00	\$ 1,100.00	\$ 1,200.00
Youth							
	Full Day	8am-11pm	\$ 1,500.00		\$ 1,000.00	\$ 1,250.00	\$ 1,500.00
	Half Day	8a-3p;3p-11p	\$ 800.00		\$ 500.00	\$ 650.00	\$ 800.00
Franklin							
Adult							
	Full Day	8am-11pm	\$ 1,500.00		\$ 1,400.00	\$ 1,450.00	\$ 1,500.00
	Half Day	8a-3p;3p-11p	\$ 800.00		\$ 700.00	\$ 750.00	\$ 800.00
Youth							
	Full Day	8am-11pm	\$ 900.00		\$ 800.00	\$ 850.00	\$ 900.00
	Half Day	8a-3p;3p-11p	\$ 500.00		\$ 400.00	\$ 450.00	\$ 500.00
All Complexes	Lights (per hour)	\$10.00	\$10.00		\$ 10.00	\$10.00	\$10.00

**CITY OF SPOKANE PARKS AND RECREATION
GOLF FUND 2012 BUDGET**

ADMINISTRATION FIXED COSTS

	Budget 2012	Fixed	
			assumes no staff time will be spent on
Salaries and Wages	\$ 152,723	\$ -	golf
Personnel Benefits	\$ 47,823	\$ -	
Supplies	\$ 16,500	\$ 2,008	audit charges
Services and Charges	\$ 76,367	\$ 1,500	bank charges
Capital Outlay	\$ 176,956	\$ -	
Interfund Services	\$ 234,081	\$ 201,325	Acctg, MIS, Risk, Indirect
Total	\$ 704,450	\$ 204,833	

COURSE BUDGETS	Salaries and Wages	Personnel Benefits	Supplies	Services and Charges	Intergovt Prof Serv	Interfund Services	Total
Downriver	\$ 239,522	\$ 55,724	\$ 61,040	\$ 181,832	\$ 5,700	\$ 33,059	\$ 576,877
Esmeralda	\$ 228,820	\$ 54,027	\$ 56,540	\$ 175,414	\$ 5,500	\$ 26,600	\$ 546,901
Indian Canyon	\$ 240,022	\$ 57,066	\$ 59,539	\$ 117,205	\$ 5,700	\$ 35,795	\$ 515,327
Qualchan	\$ 239,787	\$ 64,156	\$ 56,539	\$ 171,545	\$ 5,400	\$ 34,890	\$ 572,317
Total	\$ 948,151	\$ 230,973	\$ 233,658	\$ 645,996	\$ 22,300	\$ 130,344	\$ 2,211,422
						Add Adm	\$ 2,915,872
						Debt Service	\$ 560,000
						Total Budget	\$ 3,475,872

CITY OF SPOKANE - GOLF - ALL COURSES (INCLUDING CITY HALL)

REVENUE TYPE	5-YR AVG			FEE	Tax	LESS PRO % OF INCREASE			LESS PRO % OF INCREASE			LESS PRO % OF INCREASE
	2007 - 2011	2-YR AVG 2010-2011	2011			5-YR AVG 2007-2011	5-YR AVG 2007-2011	2-YR AVG 2010-2011	2-YR AVG 2010-2011	2011	2011	
9-Hole Regular	9988	8670	7995	\$ 20.00	\$ 0.05	\$ 9,988.00	\$ 9,604.49	\$ 8,670.00	\$ 8,328.84	\$ 7,995.00	\$ 7,395.38	
18-Hole Junior	2241	1713	1914	\$ 12.00	\$ 0.05	\$ 1,344.60	\$ 1,245.75	\$ 1,027.80	\$ 986.27	\$ 1,148.40	\$ 1,062.27	
18-Hole Regular	26548	20207	19102	\$ 27.00	\$ 0.05	\$ 35,839.80	\$ 33,176.33	\$ 27,279.45	\$ 26,597.71	\$ 25,787.70	\$ 23,853.62	
Weekend Regular	23708	24465	24351	\$ 29.00	\$ 0.05	\$ 34,376.60	\$ 31,830.95	\$ 35,474.25	\$ 34,385.88	\$ 35,308.95	\$ 32,660.78	
Extra Play	459	489	547	\$ -	\$ 0.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sunset Rate	2113	2455	2769	\$ 12.00	\$ 0.05	\$ 1,267.80	\$ 1,173.84	\$ 1,473.00	\$ 1,365.12	\$ 1,661.40	\$ 1,536.80	
Tournament 18-Hole	6125	5464	5395	\$ 27.00	\$ 0.05	\$ 8,268.75	\$ 7,655.29	\$ 7,376.40	\$ 7,104.73	\$ 7,283.25	\$ 6,737.01	
Totals						\$91,085.55	\$84,686.65	\$81,300.90	\$78,768.55	\$79,184.70	\$73,245.86	
9-Hole Senior Discount	2430	2598	2665	\$ 15.00	\$ 0.05	\$ 1,822.50	\$ 1,690.25	\$ 1,948.50	\$ 1,836.09	\$ 1,998.75	\$ 1,848.84	
18-Hole Senior Discount	14247	13198	12323	\$ 18.00	\$ 0.05	\$ 12,822.30	\$ 11,884.22	\$ 11,878.20	\$ 11,230.09	\$ 11,090.70	\$ 10,258.90	
9-Hole Discount	12865	11469	10862	\$ 16.00	\$ 0.05	\$ 10,292.00	\$ 9,538.92	\$ 9,175.20	\$ 8,773.06	\$ 8,689.60	\$ 8,037.88	
Specials	287	651	1302	\$ -	\$ 0.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
18-Hole Discount	17697	15385	14390	\$ 20.00	\$ 0.05	\$ 17,697.00	\$ 16,394.48	\$ 15,385.00	\$ 14,708.08	\$ 14,390.00	\$ 13,310.75	
Totals						\$27,989.00	\$25,933.40	\$24,560.20	\$23,481.14	\$23,079.60	\$21,348.63	
Junior Weekend	659	675	630	\$ 22.00	\$ 0.05	\$ 724.90	\$ 671.14	\$ 742.50	\$ 725.70	\$ 693.00	\$ 641.03	
Senior Weekend	3020	2945	707	\$ 29.00	\$ 0.05	\$ 4,379.00	\$ 4,059.43	\$ 4,270.25	\$ 3,990.18	\$ 1,025.15	\$ 948.26	
Weekend Discount Round	18225	22162	22839	\$ 23.00	\$ 0.05	\$ 20,958.75	\$ 19,419.08	\$ 25,486.30	\$ 24,331.98	\$ 26,264.85	\$ 24,294.99	
Weekend Multiple Play Round	2942	3203	3751	\$ 17.00	\$ 0.05	\$ 2,500.70	\$ 2,316.64	\$ 2,722.55	\$ 2,605.25	\$ 3,188.35	\$ 2,949.22	
Season Round Adult	4006	2822	2461	\$ 14.00	\$ 0.05	\$ 2,804.20	\$ 2,597.46	\$ 1,975.40	\$ 1,902.24	\$ 1,722.70	\$ 1,593.50	
Season Round Senior	4823	3938	3576	\$ 13.00	\$ 0.05	\$ 3,134.95	\$ 2,904.37	\$ 2,559.70	\$ 2,424.29	\$ 2,324.40	\$ 2,150.07	
Season Round Junior	124	79	59	\$ 5.00	\$ 0.05	\$ -	\$ 28.73	\$ 19.75	\$ 8.24	\$ 14.75	\$ 13.64	
10 Play Round	965	744	499	\$ 23.00	\$ 0.05	\$ 1,109.75	\$ 1,027.74	\$ 855.60	\$ 828.39	\$ 573.85	\$ 530.81	
25 Play Round	152	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Weekend Season Jr	31	21	34	\$ 13.00	\$ 0.05	\$ 20.15	\$ 18.67	\$ 13.65	\$ 13.31	\$ 22.10	\$ 20.44	
Totals						\$35,632.40	\$33,043.26	\$38,645.70	\$36,829.58	\$35,829.15	\$33,141.96	
Adult Discount Card	4040	3994	3798	\$ 35.00	\$ 0.05	\$ 7,070.00	\$ 6,539.75	\$ 6,989.50	\$ 6,465.29	\$ 6,646.50	\$ 6,148.01	
Senior Discount Card	1210	1245	1201	\$ 35.00	\$ 0.05	\$ 2,117.50	\$ 1,958.69	\$ 2,178.75	\$ 2,015.34	\$ 2,101.75	\$ 1,944.12	
Adult Full Season Pass	135	100	93	\$ 250.00	\$ 0.05	\$ 1,687.50	\$ 1,560.94	\$ 1,250.00	\$ 1,156.25	\$ 1,162.50	\$ 1,075.31	
Senior Full Season Pass	107	101	105	\$ 250.00	\$ 0.05	\$ 1,337.50	\$ 1,237.19	\$ 1,262.50	\$ 1,167.81	\$ 1,312.50	\$ 1,214.06	
Junior Full Season Pass	13	6	8	\$ 250.00	\$ 0.05	\$ 162.50	\$ 150.31	\$ 75.00	\$ 69.38	\$ 100.00	\$ 92.50	
10-Play Card	124	110	91	\$ 230.00	\$ 0.05	\$ 1,426.00	\$ 1,319.05	\$ 1,265.00	\$ 1,170.13	\$ 1,046.50	\$ 968.01	
25-Play Card	6	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Totals						\$13,801.00	\$12,765.93	\$13,020.75	\$12,044.19	\$12,369.75	\$11,442.02	
Private Cart Day	3283	3138	3696	\$ 10.00	\$ 0.05	\$ 1,641.50	\$ 1,641.50	\$ 1,569.00	\$ 1,569.00	\$ 1,848.00	\$ 1,848.00	
Private Cart Permit	366	743	76	\$ 250.00	\$ 0.05	\$ 4,575.00	\$ 4,575.00	\$ 9,287.50	\$ 9,287.50	\$ 950.00	\$ 950.00	
Pro Cart Rental 18	18730	16574	15443	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pro Cart Rental 9	30811	29311	29760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pro Pull Cart	2559	2376	2229	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Totals						\$ 6,216.50	\$ 6,216.50	\$ 10,856.50	\$ 10,856.50	\$ 2,798.00	\$ 2,798.00	
Bucket of Balls - Large	14777	13387	13002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Bucket of Balls - Medium	12522	11897	10823	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Bucket of Balls - Small	13719	13428	13565	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Totals						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lessons	150	104	94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Promotional Play	478	391	215	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
High School Play	994	1050	822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Staff Play	1911	1443	1277	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rain Check	33	2	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
One-Play Card (Hotel)	1592	1497	1411	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
OVERALL TOTAL IMPACT						\$174,724.45	\$162,645.74	\$168,384.05	\$161,979.96	\$153,261.20	\$ 141,976.47	

SALES TAX: 8.7%
ADMISSIONS TAX: 5%

Facility Use Fee	Type	2012
Per Hour Fee		
Dwight Merkel		Approved
	Adult Softball	\$24.00
	Youth Softball	\$14.00
	Adult Soccer Turf	\$55.00
	Youth Soccer Turf	\$45.00
	Adult Soccer Grass	\$35.00
	Youth Soccer Grass	\$25.00
SE Complex		
	Adult Softball	\$14.00
	Youth Softball	\$10.00
	Adult Soccer Grass	\$25.00
	Youth Soccer Grass	\$20.00
Franklin		
	Adult Softball	\$14.00
	Youth Softball	\$10.00
	Adult Soccer Grass	\$15.00
	Youth Soccer Grass	\$10.00
All Complexes		
	Lights (per hour)	\$10.00

Facility Use Fee	Type	2012
Ball Tourneys		Approved
Dwight Merkel		
Adult	Full Day	\$ 1,900.00
	Half Day	\$ 1,000.00
Youth	Full Day	\$ 1,000.00
	Half Day	\$ 500.00
Franklin		
Adult	Full Day	\$ 1,400.00
	Half Day	\$ 700.00
Youth	Full Day	\$ 800.00
	Half Day	\$ 400.00
All Complexes	Lights (per hour)	\$ 10.00

Golf Professional Contract Term Schedule

Esmeralda, Rex Shultz:

Initial contract ~ 1/1/2010 – 12/31/2012 with two additional two-year terms

1st Extension ~ 1/1/2013 – 12/31/2014

2nd Extension 1/1/2015 – 12/31/2016

Contract complete 12/31/2016

Downriver, Steve Conner:

Initial contract ~ 1/1/2006 – 12/31/2008 with up to two additional two-year terms

1st Extension ~ 1/1/2009 – 12/31/2010

2nd Extension 1/1/2011 – 12/31/2012

Contract complete 12/31/2012

Qualchan, Mark Gardner:

Initial contract ~ 1/1/2011 – 12/31/2013 with up to two additional two-year terms

1st Extension 1/1/2014 – 12/31/2015

2nd Extension 1/1/2016 – 12/31/2017

Contract complete 12/31/2017

Indian Canyon, Gary Lindeblad:

Initial contract 1/1/2009 – 12/31/2011 with two additional two-year terms

1st Extension 1/1/2012 – 12/31/2013

2nd Extension 1/1/2014 – 12/31/2015

Contract complete 12/31/2015

Mark Gardner	Gary Lindeblad
Initial contract ~ 1/1/2011 – 12/31/2013 with up to two additional two-year terms	Initial contract 1/1/2009 – 12/31/2011 with two additional two-year terms
1 st Extension 1/1/2014 – 12/31/2015	1 st Extension 1/1/2012 – 12/31/2013
2 nd Extension 1/1/2016 – 12/31/2017	2 nd Extension 1/1/2014 – 12/31/2015
Contract complete 12/31/2017	Contract complete 12/31/2015
Section 3.1 (a), Operating Responsibilities of the Professional, refers to PGA/LPGA	Section 2.3, Apartment, was added to read that the parties agree that this Agreement does not allow the Professional to access or use the apartment. However, the Professional may have access to the apartment upon successfully negotiating a formal written agreement with the Golf Manager and the Director. Spokane Parks and Recreation recognizes the benefit of having someone living in the apartment and providing a presence at Indian Canyon Golf Course during hours of closure. At a minimum, that agreement shall be reviewed by the City Attorney's Office and the City Risk Management Department to assure that Spokane Parks and Recreation is adequately protected from any tenant activity, claim or legal action. At no time shall there be animals allowed in the apartment. The Professional shall be responsible for all utilities.
Section 3.1 (n), Operating Responsibilities of the Professional, refers to the Golf Manager, not the Director of P &R or his designee	Section 3.4 (b), (first 3.4 (b)) Pro Shop, of the original contract was amended to read that the Pro Shop must be staffed with at least two people during prime time to meet, without delay, the needs of the golfing public <u>unless there is inclement weather and the Professional determines that one staff member is sufficient</u> . Prime time shall be described as 7:00 a.m., to 5:00 p.m., April 1 through October 1. The shop must be OPEN and staffed no later than daylight at all times during the season
Section 3.1 (v), Operating Responsibilities of the Professional, refers to handling reservations as per City Guidelines, not P & R Guidelines	Section 3.4 (l), (first 3.4 (a)) Pro Shop, of the original contract was amended to read The Professional shall not employ or allow family members or relatives of self and/or family members of City Golf staff maintenance to participate in the operation of the golf course, clubhouse, restaurant and golf professional activities in any manner without the specific written approval of the Golf Manager. The Golf Manager shall only withhold approval based on legitimate customer service, safety, or previous employee concerns.

Mark Gardner	Gary Lindeblad
Section 3.4 (v), General Responsibilities, refers to handing reservations per City Guidelines, not P & R	Section 3.9 (a), Golf Carts, requires the Professional to make 50 carts available for rental
Section 3.5, Sponsorships, is an additional clause	Section 4.1, Annual Evaluation, was amended to read that the Golf Manager will conduct an annual formal written evaluation with the Golf Professional no later than December 31 st and prior to any contract extension . Results of the evaluation will be discussed and share with the Golf Committee.
Section 3.6 (g), Management Duties, requires an effort to hire persons of color, rather than an effort to hire diverse workforce, in keeping with the City of Spokane's minority employment goals	Section 5.1, Liability for Acts of God, was added to read that the parties acknowledge that from time to time water will pond on the Golf Course or the practice range. Such ponding has occurred in the past because of rain or snow fall on the Course or practice range, or the diversion of rain water or snow melt onto the Course or practice range. The parties agree that Parks and Recreation Department will not intentionally divert water onto the practice range in the future. The parties further agree that during the life of this Agreement any decrease in playability or deterioration in the condition of the Golf Course or practice range caused by rain or snow fall or ponding of water will be considered an Act of God and the Department will have no liability for any damages from such Act of God or any responsibility under this Agreement to remediate any damage to the Course or practice range from such Act of God. The Parks and Recreation Department will make reasonable efforts to keep the excess stormwater off of the practice range. The Golf Superintendent shall follow approved Standard Operating Procedures for pumping water out of the driving range.

Mark Gardner	Gary Lindeblad
Section 3.7 (a), Café/Food Service, refers to the Golf Manager, and not the Director of P & R or his designee	Section 7, Consideration Paid to Professional, was amended to use the average number of rounds played per year for the last ten years with the benchmark minimum starting at 38,000. If the number of rounds is greater than 38,000, but less than 39,000, then the Pro is to receive 10% of the increased revenue. If the number of rounds is greater than 39,000, but less than 40,000, then the Pro is to receive 20% of the increased revenue. If the number of rounds is greater than 40,000, then the Pro is to receive 30% of the increased revenue. At the end of this extension, the parties will meet and determine the parameters for revenue sharing for the next two calendar years. If the rolling ten-year average number of total rounds per year decreases, the benchmark minimum number of total rounds played in a calendar year in order to participate in revenue sharing shall decrease to reflect the decrease in the average number of rounds played. Similarly, if the rolling ten-year average number of total rounds per year increases, the benchmark minimum number of total rounds played in a calendar year in order to participate in revenue sharing will increase to reflect the increase in the average number of rounds played. If the average number of rounds played per year
Section 3.8 (a), Clubhouse, states that P & R will make repairs to this equipment for the first sixty days of the initial Agreement	Section 8.1, Collection of Fees by Professional, requires the Pro to deliver and deposit all monies each Tuesday during the playing season
Section 3.8 (e), Clubhouse, recognizes the fact that the telephone access charges are greater at CQ than the other courses and the Professional will only be responsible for the arithmetic average of the other courses, plus the amount of one fax and office	Section 9.3, Bond, requires the Pro to maintain no less than a \$20,000 bond for employee dishonesty for on the premise and an additional broad form money and securities coverage for both inside and outside the premise no less than \$20,000.
Section 3.8 (f), Clubhouse, has different language/requirements on how capital project improvements are handled	Section 11 (d), Termination, references the Golf Manager, and not the Director of P & R or designee
Section 3.9 (a), Golf Carts, requires a minimum of 60 golf carts	Section 14, Taxes and Fees, requires an undefined amount of monthly leasehold excise tax.

Mark Gardner	Gary Lindeblad
Section 4.1, Annual Evaluation, to be done by Feb 15th and the results to be shared with the Director of P & R, not the Golf Committee	Section 20, Disputes, requires the Professional and the Golf Manager to resolve disputes before being referred to the P & R Director, then Golf Committee, then Park Board for final resolution.
Section 5, Golf Manager, refers to the Golf Manager as the designated representative of P & R, and not the Director of P & R or designee	Section 21, Nondiscrimination, differs from Steve Conner's contract
Section 7.1, Revenue Sharing, was amended to use the average number of rounds played per year for the last ten years with the benchmark minimum starting at 36,001. If the number of rounds is greater than 36,000, but less than 37,001, then the Pro is to receive 10% of the increased revenue. If the number of rounds is greater than 37,000, but less than 38,001, then the Pro is to receive 20% of the increased revenue. If the number of rounds is greater than 38,000, then the Pro is to receive 30% of the increased revenue. Every two years during the term of this Concession Agreement, the parties will meet and determine the parameters for revenue sharing for the next two calendar years. If the rolling ten-year average number of total rounds per year decreases, the benchmark minimum number of total rounds played in a calendar year in order to participate in revenue sharing shall decrease to reflect the decrease in the average number of rounds played. Similarly, if the rolling ten-year average number of total rounds per year increases, the benchmark minimum number of total rounds played in a calendar year in order to participate in revenue sharing will increase to reflect the increase in the average number of rounds played. If the average number of rounds	Section 22, Audit/Records, is added and requires a 3 year records retention
Section 7.2 Definition of Greens Fees states the following fees computed after taxes; hotel vouchers; all daily nine hole and eighteen hole fees for adults and senior at the posted rate.	
Section 7.3, Golf Balls, allows the Pro to retain the rights to all golf balls located in the Hangman Creek or the five golf course ponds.	
Section 8.1, Collection of Fees By Professional, requires the Pro to deliver and deposit all monies each Tuesday and Friday during the playing season, and every Tuesday when the golf course is closed for the season	
Section 9.3, Bond, requires the Pro to maintain no less than a \$20,000 bond for employee dishonesty for on the premise and an additional broad form money and securities coverage for both inside and outside the premise no less than \$20,000.	
Section 11 (d), Termination, references the Director of P & R or designee, not the Golf Manager	

Mark Gardner	Gary Lindeblad
Section 13, Taxes and Fees, requires a monthly leasehold excise tax of \$1,416.67.	
Section 20, Disputes, requires the Professional and the Golf Manager to resolve disputes before being referred to the P & R Director, then Golf Committee, then Park Board for final resolution.	
Section 21, Nondiscrimination, differs from Steve Conner's contract	
Section 22, Audit/Records, is added and requires a 3 year records retention	

Rex Schultz	Steve Conner
Initial contract ~ 1/1/2010 – 12/31/2012 with two additional two-year terms	Initial contract ~ 1/1/2006 – 12/31/2008 with up to two additional two-year terms
1 st Extension ~ 1/1/2013 – 12/31/2014	1 st Extension ~ 1/1/2009 – 12/31/2010
2 nd Extension 1/1/2015 – 12/31/2016	2 nd Extension 1/1/2011 – 12/31/2012
Contract complete 12/31/2016	Contract complete 12/31/2012
Section 3.4 (a), (second 3.4 (a)) General Responsibilities, refers to the Golf Manager, not the Director of P & R	Section 3.4 (n), General Responsibilities, refers to the Director of P & R or his designee, not Golf Manager
Section 3.4 (n), General Responsibilities, refers to the Golf Manager, not the Director of P & R or his designee	There is no Section 3.5, Sponsorships
Section 3.5, Sponsorships, is an additional clause	Section 3.1 (v) refers to handling reservations as per P & R Guidelines, not City Guidelines

Rex Schultz	Steve Conner
Section 3.9 (a), Golf Carts, requires a minimum of 40 golf carts	Section 3.5 (g), Management Duties, differs from Section 3.6 (g) and reads that the Pro make an effort to hire diverse workforce, in keeping with the City of Spokane's minority employment goals
Section 4.1, Annual Evaluation, to be done by Feb 15th and the results to be shared with the the Golf Committee, not the Director of P & R	Section 3.6 (a) refers to the Director of P & R or his designee , not the Golf Manager
Section 5, Golf Manager, refers to the Golf Manager as the designated representative of P & R, and not the Director of P & R or designee	Section 3.6 (d) and (e), Clubhouse, is different language regarding improvements

Rex Schultz	Steve Conner
<p>Section 7, Consideration Paid to the Professional, provides that he will receive 7% of all greens fees and a set fee paid per person for P & R sponsored golf lessons to be determined prior to the beginning of the lessons</p>	<p>Section 3.8 (a), Golf Carts, requires the Professional to make 35 carts available for rental</p>
<p>Section 8.1, Collection of Fees by Professional, requires the Pro to deliver and deposit all monies each Tuesday during the playing season</p>	<p>Section 3.8 (c), Golf Carts, Golf Cart Fuel differs from the others</p>
<p>Section 9.3, Bond, requires the Pro to maintain no less than a \$20,000 bond for employee dishonesty for on the premise and an additional broad form money and securities coverage for both inside and outside the premise no less than \$20,000.</p>	<p>Section 4.1, Annual Evaluation, to be done during November - December and the results to be shared with the the Golf Committee, not the Director of P & R</p>
<p>Section 11 (d), Termination, references the Golf Manager, and not the Director of P & R or designee</p>	<p>Section 5, Director of P & R or Designate, refers to the Director of P & R or his designee , not the Golf Manager</p>
<p>Section 14, Taxes and Fees, requires an undefined amount of monthly leasehold excise tax.</p>	<p>Section 7, Consideration Paid to the Professional, provides that he will receive 7.5% of all greens fees and a set fee paid per person for P & R sponsored golf lessons to be determined prior to the beginning of the lessons</p>

Rex Schultz	Steve Conner
Section 20, Disputes, requires the Professional and the Golf Manager to resolve disputes before being referred to the P & R Director, then Golf Committee, then Park Board for final resolution.	Section 7.2, Definition of Greens Fees, differs from the others
Section 21, Nondiscrimination, differs from Steve Conner's contract	Section 8.1, Collection of Fees by Professional, requires the Pro to deliver and deposit all monies each Monday and Friday during the playing season
Section 22, Audit/Records, is added and requires a 3 year records retention	Section 9.3, Bond, requires the Pro to maintain no less than a \$15,000 bond for employee dishonesty for on the premise and an additional broad form money and securities coverage for both inside and outside the premise no less than \$5,000.
	Section 10, Independent Contract, refers to the City of Spokane in addition to P & R
	Section 11 (c), Termination, references the Director of P & R or designee, not the Golf Manager
	Section 13, Refuse Charges, allows for Downriver to share the cost of a 6 yard dumpster with P & R
	Section 14, Taxes and Fees, requires an undefined amount of monthly leasehold excise tax.
	Section 16, Condition of Premises, is an additional clause (repeating Section 2.2)

Rex Schultz	Steve Conner
	Section 21, Disputes, requires the Professional and the P & R Director to resolve disputes, then Golf Committee, then Park Board for final resolution.
	Section 22, Nondiscrimination, differs from the others
	There is no Audit/Records section



Minor Contract Summary

OPR # 2006-0761
Cross Ref _____
Destruct Date _____

Incomplete submissions will be returned to the Requester until all requirements are met.

(Summary to be printed on green paper)

CR # _____

Date: _____

Type of Contract:

- New Contract
- Renewal
- Amendment
- Extension
- Public Works
- Other

Contractor/
Consultant/
Vendor

Name: Steve Conner, Golf Professional
 Address: 3225 Columbia Circle
 City, State, Zip: Spokane, WA 99205
 Remittance Address: Same
 City, State, Zip
 Phone: 327-5269
 E-Mail: sconner@spokanecity.org

RECEIVED

NOV 20 2009

CITY CLERK'S OFFICE
SPOKANE, WA

Summary of
Services

Steve, Conner, PGA Professional, will provide Professional Golf Management Services at Downriver Golf Course. This is the first of two possible extensions for the term of two years each. There are no Golf Fund dollars expended for this contract. Mr. Coner receives revenue from funds collected for specific percentages. The original agreement was approved at the February 9, 2006 Park Board meeting.

Amount: _____ Check if tax is included

Budget Code: _____
Varrious revenue accounts
4600-55200-

Funding Source if not Dept. Budget (e.g. CD, Dept. of Justice, Federal, etc):

Beginning Date: 1/1/2009 Expiration Date: 12/31/2010 Open-Ended:

- Quotes (per Purchasing Policy)
- Copy of City of Spokane Business License
- W-9 (for new contractors/consultants/vendors)
- Insurance Certificate

Department Verification Statement: My signature below verifies above documentation has been attached and if a public works contract, vendor has been notified of State Law requirements.

Requester

- Division Manager Pamela McKinzie
Type Name
- Interim Director of Parks and Recreation – LeRoy Eadie

PM
Initials

LE
Initials

Funds are available in the appropriate budget account:

- Accountant Judy Moss

JM
Initials

Distribution List: By: MOC Date: 11/24/09

Parks and Recreation Pamela McKinzie	Additional Dept. Taxes & Licenses
Park Accounting	Additional Dept. Risk Manager

CONTRACT EXTENSION

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, a Washington State municipal corporation, as "City," and STEVE CONNER, GOLF PROFESSIONAL whose address is 3225 Columbia Circle, Spokane, Washington 99205, as "Professional."

WHEREAS, the parties entered into a contract wherein the Professional agreed to provide Golf Professional services at Downriver Golf Course; and

WHEREAS, the original contract allowed for two (2) extensions; and

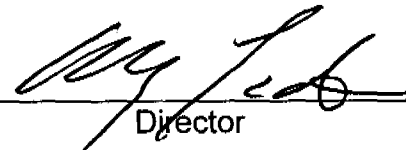
WHEREAS, the parties would like to extend the contract; --

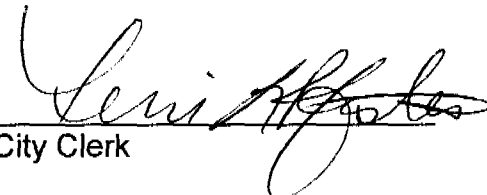
NOW, THEREFORE, the parties agree as follows:

1. CONTRACT DOCUMENTS. The contract dated February 9, 2006, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EXTENSION. The contract documents are hereby extended and shall run through December 31, 2010 unless terminated earlier.

Dated: 11-10-09

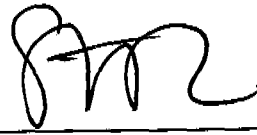
CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT

By: 
Director

Attest: 
City Clerk



Dated: _____



STEVE CONNER
GOLF PROFESSIONAL

City of Spokane Business License
No. 3275269

E-Mail address, if available:
sconner@spokanecity.org

Approved as to form:



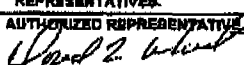
Assistant City Attorney

09-412

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID KW DOWNR-1	DATE (MM/DD/YYYY) 05/04/09
PRODUCER Wheat & Associates Insurance P.O. Box 3548 Spokane WA 99220-3548 Phone: 509-922-2937 Fax: 509-922-4103		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Downriver Pro Shop Riverlinks Gold Inc N 3225 Columbia Circle Dr Spokane WA 99205		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: American States Ins. Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INBR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	02-CE-046502	10/20/08	10/20/09	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 Stop Gap 1000000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	02-CE-046502	10/20/08	10/20/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - CA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	01SU385939	10/20/08	10/20/09	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTR-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Emp Dishonesty	02CE046502	10/20/08	10/20/09	Emp Disho 15000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDRSEMENT / SPECIAL PROVISIONS
 City of Spokane, / Parks and Recreation Department of Spokane will be named additional insured re: All Operations

CERTIFICATE HOLDER CITY OF City of Spokane W 808 Spokane Falls Blvd Spokane WA 99201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	---

05/11/11
888



Minor Contract Summary

OPR # 2006-0761
Cross Ref _____
Destruct Date 2019

Incomplete submissions will be returned to the Requester until all requirements are met.
(Summary to be printed on green paper)

CR # 11648

Date: 5-10-11

Type of Contract:

- New Contract
- Renewal
- Amendment
- Extension
- Public Works
- Other

Contractor/
Consultant/
Vendor

Name: Steve Conner
Address: 3225 Columbia Circle
City, State, Zip: Spokane, WA 99205
Remittance Address: SAME
City, State, Zip
Phone: 509-327-5869
E-Mail: sconner@spokanecity.org

RECEIVED
MAY 11 2011
CITY CLERK'S OFFICE
SPOKANE, WA

Summary of Services

This contract extension is for services for Golf Professional services at Downriver Golf Course to be provided by Steve Conner. This is the second of two possible extensions for an additional two year term. There are no Golf Fund dollars expended for this contract. Mr. Conner receives revenue from funds collected for specific percentages. The original agreement was approved at the February 9, 2006 Park Board meeting.

Amount: \$8,000.00 Check if tax is included

Budget Code: 4600-55200-76680-54101
Various revenue accounts 4600-55200-

Funding Source if not Dept. Budget (e.g. CD, Dept. of Justice, Federal, etc):
Beginning Date: 1/1/2011 Expiration Date: 12/31/2012 Open-Ended:

- Quotes (per Purchasing Policy)
- City of Spokane Business License # _____
- W-9 (for new contractors/consultants/vendors)
- Insurance Certificate

Department Verification Statement: My signature below verifies above documentation has been included with this document, and if a public works contract, vendor has been notified of State Law requirements.

Requester

- Division Manager Pamela McKinzie
Type Name
- Director of Parks and Recreation Leroy Eadie

Funds are available in the appropriate budget account:
 Accountant Judy Moss

Initials

Initials

Initials

Distribution List: By: _____ Date: _____

Parks and Recreation Pamela McKinzie	Additional Dept.
Park Accounting	Additional Dept.
Risk Management Pam Schroeder	Contractor: Steve Connor
Taxes & Licensing	E-mail: sconner@spokanecity.org

CONTRACT EXTENSION 2

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, a Washington State municipal corporation, as "City," and STEVE CONNER, GOLF PROFESSIONAL whose address is 3225 Columbia Circle, Spokane, Washington 99205, as "Professional."

WHEREAS, the parties entered into a contract wherein the Professional agreed to provide Golf Professional services at Downriver Golf Course; and

WHEREAS, the original contract allowed for two (2) extensions; and

WHEREAS, the parties would like to extend the contract, the second of the two (2) allowable extensions; --

NOW, THEREFORE, the parties agree as follows:

1. CONTRACT DOCUMENTS. The contract dated February 9, 2006, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EXTENSION. The contract documents are hereby extended and shall run through December 31, 2012 unless terminated earlier.

Dated: 5-10-11

CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT

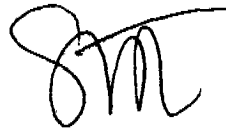
By: [Signature]
Director

Attest: [Signature]
City Clerk



Dated: _____

5/9/11



STEVE CONNER
GOLF PROFESSIONAL

City of Spokane Business License
No. 327 5269

E-Mail address, if available:

sconner@spokanecity.org

Approved as to form:



Assistant City Attorney

11-164

AGENDA SHEET FOR PARK BOARD MEETING OF: February 9, 2006

Submitting Division
Golf

Contact Person
Pamela McKinzie

Phone No.
625-6453

RECEIVED
SEP 18 2006
CITY CLERK'S OFFICE
SPOKANE, WA
2015
2006-0761



COMMITTEE

- Riverfront
- Golf
- Recreation
- Land
- Urban Forestry
- North Bank Ad-Hoc
- Finance

97
9/19/06

CLERK'S FILE _____
 RENEWS _____
 CROSS REF _____
 ENG _____
 BID _____
 REQUISITION _____

AGENDA WORDING:

Agreement For Operation with Steve Conner to provide Professional Golf Management Services at Downriver Golf Course for specified percentages.

BACKGROUND:

(Attach additional sheet if necessary)

Steve Conner, PGA Professional, will provide Professional Golf Management Services at Downriver Golf Course, 3225 N. Columbia Circle, Spokane, Washington 99205. The term of this Agreement For Operation is January 1, 2006, through December 31, 2008. The Director of Parks and Recreation may extend this contract for up to two additional two-year terms if his performance has been satisfactory to the Golf Committee of the Spokane Park Board. There are no Golf Fund dollars expended for this contract. Mr. Conner receives revenue from funds collected for specific percentages. The Park Board approved this Agreement For Operation at their February 9, 2006, meeting.

RECOMMENDATION: Approve Agreement

Fiscal Impact:

Expenditure: \$
Revenue: \$

Budget Account:

Various revenue accounts
4600-55200-

ATTACHMENTS: Include in Packets: Agreement for Operation
On file for Review in Office of City Clerk:

SIGNATURES:

Pamela McKinzie
Requestor

Pat Dadd
Legal Department

Michael Stone
Director of Parks and Recreation

Judy M. Moss
Parks Accounting

DISTRIBUTION: Parks, Judy Moss / jmoss@spokanecity.org
Risk Manager / Rocky Treppeidi / rtreppeidi@spokanecity.org
Steve Connor / sconnor@spokanecity.org

Parks, Mike Stone / mstone@spokanecity.org
Taxes and Licenses, Wilma Beddow / wbeddow@spokanecity.org

Parks, Pamela McKinzie / pmckinzie@spokanecity.org
Finance, Pam Dolan / pdolan@spokanecity.org

PARK BOARD ACTION:

APPROVED BY
SPOKANE PARK BOARD:

February 9, 2006
Nancy W. Lewis
PARK BOARD

**AGREEMENT FOR OPERATION
OF
THE DOWNRIVER MUNICIPAL GOLF COURSE**

THIS AGREEMENT made and entered into this 1st day of January, 2006, by and between the Spokane Parks and Recreation Department, a municipal corporation of the State of Washington, hereinafter referred to as "Parks and Recreation Department," and STEVE CONNER, Golf Professional, hereinafter referred to as "Professional."

WHEREAS, the Parks and Recreation Department is the owner of Downriver Municipal Golf Course, which ownership includes the land upon which said Golf Course is located, the buildings and other improvements which are a part thereof; and

WHEREAS, the services of a Golf Professional at Downriver Municipal Golf Course are desired to operate the concession to provide Golf Professional services during the playing season; and

WHEREAS, the Parks and Recreation Department wishes to contract with the Professional for operation of the Clubhouse facilities, Restaurant and Coffee Shop, Pro Shop, and Practice Range;

NOW, THEREFORE, pursuant to the requirements of the Charter of the Parks and Recreation Department of Spokane, and in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. **CONTRACT DOCUMENTS**. This Agreement, and the Rules and Regulations for the Performance of Golf Professional Services constitute the contract documents, PROVIDED THAT, specific contrary federal, state, and local requirements and the terms of this Agreement, respectively, supersede other inconsistent provisions. The contract documents are incorporated into this Agreement as fully as if they were set forth herein.

Section 2. **CONCESSION AND LEASE GRANTED**. The Parks and Recreation Department hereby grants to the Professional the concession to operate the clubhouse facilities, pro shop, and practice range and the lease of the restaurant at the Downriver Municipal Golf Course.

2.1 **The Concession Premises**.

a. The concession shall be conducted on the golf course known as the Downriver Municipal Golf Course, described in Exhibit A, attached hereto.

2.2 Condition of Premises.

a. The Professional has inspected and examined the premises and all facilities and fixtures thereon and accepts the same in its present condition. The Professional shall not make any alterations, changes, or additions to the Golf Pro Shop or to any fixtures or equipment owned by the Parks and Recreation Department without written consent of the Director of Parks and Recreation, PROVIDED THAT, any alterations, changes, or additions consented to shall be subject to section 3.6d and section 3.7e of this Agreement. The Professional shall not commit, permit, or allow any nuisance, waste, or injury in, upon, or to the Golf Course, or permit the use of the Golf Course for any illegal or immoral purpose.

Section 3. **OPERATING RESPONSIBILITIES OF PROFESSIONAL.** The following duties and responsibilities shall be the obligation of the Professional and his agents and employees.

3.1 Lessons.

a. To use the practice range and to give competent golf instruction to all groups and levels of public players and make charges therefore. The Professional, or other P.G.A. qualified golf instructor, must be available to conduct lessons.

b. The Professional must conduct a minimum of two clinics per season for Men's and Ladies' Clubs (one each) and must strive to increase active membership in the Men's and Ladies' Clubs.

3.2 Driving Range.

a. The Professional must supply 1,000 dozen top-quality/clean range balls at all times during the golfing season.

b. Range balls must be picked up daily to insure availability for the golfing public and must be easily accessible to the golfing public.

3.3 Pro Shop.

a. The Professional must display, sell, rent, and otherwise supply and sell to the public golf goods, clothing, merchandise, golf equipment, golf pull carts and golf cars, all of which will be of good quality, diversity, attentive upkeep, and kept up to date.

b. The Pro Shop must be staffed with at least two people during prime time to meet, without delay, the needs of the golfing public. Prime time shall be described as 7:00 a.m., to 5:00 p.m., April 1 through October 1.

c. Pro Shop employees must be friendly, well-dressed, and courteous to golfers, maintain a neat appearance, exercise good public relations skills, become familiar with regular customers' names and have good phone manners. Employees will not be allowed to use tobacco products of any kind while on shift.

d. Prices charged for sale, rental, or repair of equipment and merchandise will be consistent with prices comparable with other golf courses in Spokane.

3.4 General Responsibilities.

a. Cooperate with the Director of Parks and Recreation or designee.

b. Explain and support Parks and Recreation Department policies to staff and golfing public.

c. Regulating the play and conduct of all persons on the golf course, including keeping off trespassers and preventing injury to the golf course by players and others during the golfing season.

d. Enforcement of all rules and operations established by the Park Board of the Parks and Recreation Department of Spokane, including adherence to the free play policy approved by the Park Board.

e. Collecting all fees, issuing receipts for greens fees, range balls, cart rentals, Pro Shop sales and cafe items, signing golfers in, and prompt transfer of fees to the Parks and Recreation Department.

f. Report tournament schedules to the Golf Program Supervisor each month.

g. Closing up the Clubhouse, with heat turned down to 60 degrees when course is unplayable due to weather conditions.

h. Provide and staff a starter of play for the 1st tee. Professional needs to be available to the public golfers.

i. Keeping the Golf Course open for the prescribed hours of play as described in the Golf Operations Manual.

j. All services rendered by the Professional shall be in accordance with the P.G.A. Code of Ethics.

k. The Professional shall provide competent personnel necessary for such operations and shall supervise them in their work and shall pay them for their services at the Professional's sole cost and expense. Staff must include two Class "A" Assistants or Apprentices. No staff under 21 years of age will be allowed on the desk

during the day until 6:00 p.m., unless approved by the Golf Program Supervisor. Desk staff will be over 19 years of age after 6:00 p.m., unless approved by the Golf Program Supervisor.

l. The Professional shall not employ or allow family members or relatives to participate in the operation of the golf course, clubhouse, and golf professional activities in any manner without the express approval of the Golf Committee and the Park Board. Personnel employed by the Professional shall not engage in conduct injurious to the interests of the Parks and Recreation Department in having an efficient and successful operation at the Golf Course.

m. The Professional shall not conduct any business or social activity on the Golf Course premises, or use the Golf Course, Clubhouse, or Golf Pro Shop for any other purpose without first having obtained the express written consent of the Parks and Recreation Department. All outside activities on Golf Course premises need approval and revenue received will be divided with the Professional receiving ninety percent (90%) and the Parks and Recreation Department ten percent (10%).

n. The Professional shall not be otherwise employed or engaged in other business which is in conflict with the responsibilities and duties of the Professional under this Agreement without the express written consent of the Parks and Recreation Department.

o. Making a daily physical inspection of the Clubhouse, adjacent Parks and Recreation Department grounds, and Golf Course during the playing season, and reporting any unusual or unsafe conditions observed during said inspection to the Department of Parks and Recreation immediately. Such reports shall be followed up in writing and the Professional shall at all times be safety conscious. Clubhouse maintenance personnel will check in with the Golf Professional daily to discuss any maintenance items of concern regarding the clubhouse area.

p. Promote increased play and income during identified slow-play periods.

q. Provide documentation that dollars were spent to advertise and promote the Golf Course, Pro shop, and/or Clubhouse services.

r. Insuring a designated qualified and easily accessible Head Golf Professional or P.G.A. Affiliate for contact with Men's and Ladies' Clubs, Tournament Chairpersons and outside groups.

s. The designated Head Golf Professional must cooperate with and be easily accessible daily by the golfing public and organized groups.

t. The designated Head Golf Professional must communicate with the Golf Course Superintendent on a daily basis regarding course conditions, tournaments, and special events.

- u. Equal treatment of all golfers.
- v. Handling reservations in a fair and open manner as per Parks and Recreation Department Guidelines.
- w. Promoting Men's and Ladies' Club memberships and leagues.
- x. Attend Men's and Ladies' Club meetings and events.
- y. Insuring that all signage in and around the clubhouse and Pro Shop is of excellent quality and appearance. All signage must be approved by the Golf Program Supervisor.

3.5 Management Duties.

- a. Professional must be current in the P.G.A. Certification Program.
- b. Marshaling the Golf Course at least daily, except during inclement weather and obvious slow times, to monitor play and check receipts.
- c. Providing a significant and on-going Junior program, including testing for knowledge of golf rules and courtesies, and volunteering at least twenty hours to the P.G.A. Parks and Recreation Department sponsored Junior golf program. This is either the Professional or his/her Assistant(s).
- d. Playing in Pro/Ams to give club members an opportunity to participate (Pro and Assistant).
- e. Insuring a high-caliber, quality staff and instituting an ongoing staff training program, as provided by P.G.A.
- f. Developing a successful major area championship on an annual basis at Downriver Municipal Golf Course.
- g. Making a sincere and successful effort to hire minorities, in keeping with the City of Spokane's minority employment goals;

3.6 Cafe/Food Service.

- a. The Professional will be responsible for the operation, management, and supervision of the food and beverage concessions in the Clubhouse and for furnishing an adequate stock of food and beverage supplies for the operation of the restaurant. The Professional may provide food and beverage services at other locations throughout the Golf Course, with the express consent of the Park and Recreation Director or

designee.

b. The Cafe operation shall be friendly, courteous, and efficient, with quality service, food and beverage items and appearance. Staff shall be neat and clean.

c. Prices charged shall be consistent with prices in comparable operations in the area. Menu and prices shall be provided as an Addendum to the contract.

d. The Parks and Recreation Department will furnish the Professional with a list of Parks and Recreation Department-owned restaurant equipment, which Professional may choose to use all or part thereof. Loaned equipment which is deemed useless during this contract shall be disposed of by mutual consent. When equipment has to be replaced, it shall be the responsibility of the Professional. The Parks and Recreation Department shall purchase replaced equipment at the end of the contract based on the fair market appraised value.

e. Maintenance of cafe/food service area. It shall be the responsibility of the Professional to maintain the food service area, including all cleaning and regular maintenance to taps, hoods, plumbing, electrical.

3.7 Clubhouse.

a. The Professional shall be responsible for providing routine maintenance and janitorial services for the Golf Clubhouse and Pro Shop. The janitorial services shall include, but not be limited to: Cleaning of windows (inside and outside), shampooing and cleaning carpets twice a year, annual cleaning of chairs, daily maintenance of lavatories and washbasins and other interior furnishing, equipment, and fixtures. The Professional agrees to keep the Pro Shop, Clubhouse, and Cafe in a clean and sanitary condition at all times to the satisfaction of the Parks and Recreation Department.

b. The Professional agrees to keep the lavatories in the clubhouse open at all times the Golf Course or Clubhouse are open for business.

c. The Professional agrees to keep the bulletin/readerboard updated monthly and clear of out-of-date notices daily.

d. The Professional will be responsible for 100% of all personal telephone, fax and computer plus 50% of the Parks and Recreation Department telephone service. The Parks and Recreation Department will pay the gas and electric charges. If the driving range is used for night golf purposes, the Professional will be responsible for the electric bill.

e. The Parks and Recreation Department encourages Clubhouse modifications and remodeling by the Professional. The Parks and Recreation Department will determine the value of the improvement and will work out a depreciation schedule,

where if the Professional leaves prior to the total depreciation of the improvement the Parks and Recreation Department will purchase the remaining value. All improvements will be clearly defined and become an agreed upon written addendum to this contract. The Parks and Recreation Department will purchase all resale items, not more than two years old, which bear the Downriver name or logo and will purchase all other items owned by the Professional at the termination of the contract. Price will be fair market value not to exceed the price the Professional paid.

f. The Parks and Recreation Department will pay for the installation of a monitored burglar alarm system at the Clubhouse and the Professional will pay the monthly service charge for the system.

3.8 Golf Carts.

a. The Professional shall make thirty five (35) golf carts available for rental at the Golf Course, and the carts must be kept in good condition and must be replaced and maintained on a regularly scheduled program. No carts will be more than five years old.

b. The Professional may purchase new golf carts during the term of this Agreement and the Parks and Recreation Department agrees to purchase those carts upon expiration or termination of this or subsequent agreements, at appraised price, with the Professional under the terms provided below, and, PROVIDED THAT, the buy-out provisions will apply only under all of the following conditions:

i) The Parks and Recreation Department must approve the price prior to the Professional's purchase of the carts, and a copy of the bill of sale must be provided to the Parks and Recreation Department;

ii) The carts purchased will be subject to a five-year amortization of the purchase price;

c. Arrangement should be made by the Professional for fueling of their golf carts. Professional may choose to provide their own fuel which must be from an approved above ground fuel tank. If Professional installs their own tank, location must be approved by the Parks and Recreation Department.

Section 4. **TERM.** This Agreement shall commence on January 1, 2006, and shall terminate December 31, 2008. The Director of Parks and Recreation may extend this contract for up to two (2) additional two-year terms. Any extension will be conditioned on the Professional's operation having been satisfactory and not in default.

4.1 Annual Evaluation. Golf Program Supervisor will conduct an annual formal written evaluation with the Golf Professional during November - December each year.

Results of the evaluation will be discussed and shared with the golf committee.

Section 5. **DIRECTOR OF PARKS AND RECREATION OR DESIGNATE**. The Director of Parks and Recreation or designee shall be the designated representative of the Parks and Recreation Department for the purpose of supervising and managing the Golf Course grounds and Clubhouse operations, and to insure compliance with the terms of this Agreement. The Professional shall first address all concerns to his designated representative.

5.2 **Maintenance**. The Parks and Recreation Department shall be responsible for the maintenance of Golf Course grounds, the driving range and parking area, lighting, flooring, restroom fixtures, plumbing, heating, and air conditioning. The Professional shall be responsible for minor maintenance, and helping with general litter clean-up of the parking area, replacement of light bulbs, minor plumbing on restroom fixtures, and replacement of toilet paper, towels, and soap in the restrooms. Minor repairs and supplies will be done at the sole cost of the Professional.

5.3 **Golf Course Marshal**. The Parks and Recreation Department may, at its own cost and expense, provide a golf marshal at the course who shall check that all players have paid the necessary fees and been issued receipts.

5.4 **Rules and Regulations**. The Park Board of the Parks and Recreation Department of Spokane shall fix, by resolution, the following:

a. Rules and regulations for the operation of the Golf Course, Golf Pro Shop and Clubhouse, including but not limited to:

i) The minimum number of hours of play for which the course is to be kept open each day and each week; (a reasonable number).

ii) The minimum numbers of hours the Golf Pro Shop and Cafe are to be kept open each day and each week.

iii) The amount of all fees, including but not limited to: Greens fees; locker fees; private cart daily fees, annual private cart permit fees; season ticket fees.

Section 6. **CONSIDERATION PAID TO PARKS AND RECREATION DEPARTMENT**.

6.1 The Parks and Recreation Department shall be entitled to the following:

a. 1% of the gross receipts collected from the operation of the driving range.

b. 1% of gross receipts from rental of golf carts and pull carts.

- c. 1% of gross receipts of Pro Shop sales which include club rentals.

6.2 Cafe Facilities. The consideration paid to the Parks and Recreation Department has been established to include the cafe rent.

Section 7. **CONSIDERATION PAID TO THE PROFESSIONAL.**

7.1 The Professional shall be entitled to the following:

- a. 7.5% of all greens fees

- b. 50% of the fee paid per person for Parks and Recreation Department sponsored golf lessons.

7.2 Definition of Greens Fees. The Professional shall be entitled to the following amounts of greens fees and season ticket receipts earned at the Golf Course. "Greens fees," as used herein, shall mean the following fees computed after taxes: Private cart annual permits; daily private cart fees; hotel vouchers; all daily nine, eighteen-hole, and extra nine hole fees for adults, seniors, and juniors, and military passes. "Season ticket receipts," as used herein, shall mean all fees collected in the sale of season tickets for play on all Parks and Recreation Department courses during the golf season, computed after taxes, and shall include multiple and 25 play tickets.

- a. The actual percent of season pass play at Downriver times % of season tickets receipts as defined above.

- b. Hotel passes used at Downriver are included in above greens fees.

7.3 Apartment: The Professional, at his option, may have the use of the apartment, located at Downriver Golf Course, during the term of this Agreement. The Professional will be responsible for minor repairs up to \$500.00 per repair. If the Professional chooses not to use the apartment, the Parks and Recreation Department shall have the right to rent or use the apartment as it chooses.

Section 8. **COLLECTION OF FEES BY PROFESSIONAL.**

8.1 The Professional shall cause to be delivered and deposited in the Parks and Recreation Department's designated bank, on each Monday and Friday during the playing season, and once per week on Tuesday when the Golf Course is closed, all monies collected due and owing to the Parks and Recreation Department and all greens fees and season ticket sales. The Professional may deduct those amounts owed to him as provided in Sections 7.1 a and b. The Professional shall deliver all deposit receipts and required reports to the Park and Recreation Department

accounting office by no later than 4:00 p.m. on each Tuesday of each week during the playing season.

8.2 The Professional shall install and maintain a system of records and accounts of fees and gross revenues from which the amounts of fees and gross revenues from all sources can be readily ascertained. The Professional shall permit the Parks and Recreation Department, through its designated representatives, to inspect such accounts and all other business records concerning operations at the Golf Course. At the end of the year a copy of financial report shall be sent to the Parks and Recreation Department of Spokane.

8.3 The Professional shall cause to be delivered and deposited in the Parks and Recreation Department's designated bank, in the day in which the total is accumulated, at any time during the playing season, monies collected (less amounts to be deducted for the Professional as provided in Sections 7.1 a and b) due and owing to the Parks and Recreation Department that total \$5,000.00 or more.

8.4 All fees and monies collected and received at the Golf Course shall be rung up on the Parks and Recreation Department-owned cash register. This includes everything except Pro Shop and Lesson sales.

Section 9. **INDEMNIFICATION, INSURANCE, BOND.**

9.1 Indemnification. Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees, and its agents. Each party shall be responsible for its own negligence and shall defend, indemnify and hold the other party harmless from any loss, liability, damage, death or injury to any person or property, caused from any act or omission of itself, its agents, or employees (including reasonable attorney fees and court costs and amounts paid in settlement and judgment).

9.2 Insurance. The Professional shall throughout the duration of this contract, provide and maintain at his expense, in forms satisfactory to the Parks and Recreation Department a policy or policies for each of the following types of insurance:

a. Combined single limit liability insurance covering bodily injury and property damage in an amount not less than TWO MILLION DOLLARS (\$2,000,000). Said insurance shall be on the comprehensive or commercial general liability occurrence form with coverage to include premises liability, golf cart liability, blanket contractual liability, owners and contractors protective liability (covering work performed for the Professional by independent contractors rather than employees), products and completed operations liability, stopgap liability, and the broad form comprehensive general liability endorsement, and liquor liability coverage.

b. Statutory Washington Worker's Compensation Insurance and a minimum of

\$100,000.00 Employer's Liability Insurance for all employees of the Professional.

c. Comprehensive automobile liability insurance for owned, hired, and non-owned automobiles in an amount not less than ONE MILLION DOLLARS (\$1,000,000).

d. Professional liability insurance in an amount not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).

e. The Professional shall furnish the Parks and Recreation Department with Certificate of Insurance evidencing coverages in items a, b, c, and d above and shall provide an Additional Insured endorsement naming the Parks and Recreation Department of Spokane as additional insured under items a and c.

f. The Professional, at the Professional's option may purchase and maintain such insurance as will insure the Professional against loss of use of the Professional's and Parks and Recreation Department's property due to fire or other hazards, however caused. The Professional waives all rights of action against the Parks and Recreation Department for loss of use of the Parks and Recreation Department's and Professional's property, including consequential losses due to fire or other hazards however caused.

9.3 Bond. The Professional shall continuously maintain at his expense a Surety/Payment Guarantee or employee dishonesty Bond covering collection of fees on the premises for the benefit of the Parks and Recreation Department. The bond shall be in an amount not less than FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) and must cover all employees. The Professional must additionally provide broad form money and securities coverage both inside and outside the premises in an amount not less than FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00).

9.4 Proof of the above requirements must be provided to the Parks and Recreation Department upon execution of this Agreement. The policies required herein shall provide not less than thirty (30) days' prior written notice to the Parks and Recreation Department of any cancellation, expiration, modification, or reduction in coverage or liability limits.

Section 10. INDEPENDENT CONTRACTOR. The parties agree and acknowledge that the Professional is an independent contractor and not the agent or employee of the Parks and Recreation Department or City of Spokane, and that no liability shall attach to the Parks and Recreation Department or City of Spokane as a result of the acts or omissions of the Professional, his agents or employees. The Professional realizes that the Parks and Recreation Department employs other Independent Contractors as Golf Professionals and that each Professional's situation is unique. The compensation for each Professional is negotiated and may differ from other Professionals.

Section 11. **TERMINATION.**

a. The Parks and Recreation Department reserves the right to terminate this Agreement upon the failure of the Golf Professional to perform any of the conditions of this Agreement. The Parks and Recreation Department shall give ten (10) days written notice to the Professional stating the nature of the default. At the end of this ten day period, the Parks and Recreation Department shall have the right to:

i) Enter the Golf Pro Shop and Golf Course and take immediate possession thereof.

ii) Bring suit for and collect all fees and portions of gross revenue or any other monies required to be paid to the Parks and Recreation Department which shall have accrued to the time of termination of the Professional's rights.

b. The Professional is subject to immediate termination if the Professional violates any fiduciary duty to the Parks and Recreation Department, for example, by allowing play at less than the posted rates.

c. The Professional may terminate this Agreement by giving 90 days written notice. Such notice shall be given to the Director of Parks and Recreation or designee.

Section 12. **TIME TO BE DEVOTED BY PROFESSIONAL.**

A. **General.** The Professional shall devote such time as is necessary to satisfactorily perform his duties pursuant to this Contract. The Professional shall have as primary and first responsibility contractual duties.

B. **Golf Season.** During the golf season, the Professional is expected to be at the golf course on a regular basis, sufficient to meet the reasonable demands of the public and supervisory staff. When the Professional will be away from the golf course for a period exceeding forty-eight (48) hours, written notice must be given to the Golf Program Supervisor. The head Professional shall endeavor to be available to the public during major tournaments. Time off unrelated to the golf business is discouraged. The Professional's personal tournament schedule shall be submitted to the Golf Program Supervisor before the season begins. Any changes to the schedule will also be approved during the season.

C. **Off Season.** During the off season the golf course and clubhouse shall be closed. Should the Professional wish to open the clubhouse, to support winter activities, prior approval will be required by the Golf Program Supervisor.

Section 13. **REFUSE CHARGES.** Professional will pay the clubhouse refuse bill totally during the playing season. On or before December 1, it will be the responsibility

of the Professional to notify, in writing, the City Refuse Department to stop regular pick-up and that the service will be changed to an "on-call" basis. The Superintendent will then be responsible for contacting the Refuse Department when pick-up is necessary. The Parks and Recreation Department will pay for these "on-call" services, but only when authorized by the Superintendent. On or before March 1, when the restaurant again reopens, the Professional will be responsible for notifying, in writing, the Refuse Department to resume regular pick-ups. At Downriver the Golf Professional and Parks and Recreation Department will share a six yard dumpster. Golf Professional will pay to the Parks and Recreation Department in monthly amounts beginning in March one half of the total monthly refuse bill. Parks and Recreation Department will invoice the Golf Professional.

The Written communications directed above should be copied and sent to the Golf Program Supervisor, West 808 Spokane Falls Boulevard, Seventh Floor - City Hall, Spokane, Washington 99201-3317.

In essence, the Parks and Recreation Department will pay for refuse pick-up only during December, January, and February.

Section 14. **TAXES AND FEES**. As an independent contractor, the Professional acknowledges that he is responsible for payment of any local, state, or federal taxes or fees with respect to the Professional's agents and employees and any taxes or licenses applicable to the Professional's business activity at the Golf Course. The Lessee shall pay any applicable taxes related to its use and occupancy of the premises, including, but not limited to the Leasehold Excise Tax required by RCW 82.29A. The burden is on the Lessee to show that it falls within a legal exemption.

Section 15. **ASSIGNMENT**. The parties acknowledge and agree that the Professional may not assign, transfer or sublease all or any part of his responsibilities, operations or interests under this Agreement without the express written consent of the Spokane Park Board. Any unauthorized assignment, sublease or transfer by the Professional shall be void and shall terminate this Agreement at the option of the Parks and Recreation Department.

Section 16. **CONDITION OF PREMISES**. The Professional has inspected and examined the premises and all facilities and fixtures thereon and accepts the same in its present condition. The Professional shall not make any alterations, changes, or additions to the Golf Pro Shop or to any fixtures or equipment owned by the Parks and Recreation Department without the written consent of the Director of Parks and Recreation or designee, PROVIDED THAT, any alterations, changes, or additions consented to shall be subject to section 3.6d and section 3.7e of this Agreement. The Professional shall not commit, permit, or allow any nuisance, waste, or injury in, upon, or to the golf Course, or to permit the use of the Golf Course for any illegal or immoral purpose.

Section 17. **SEVERABILITY**. In the event any one or more of these agreements and covenants are held invalid by a court of competent jurisdiction, they shall be severed and this contract shall not be voided in its entirety. This Agreement shall then be interpreted as if such invalid agreements and covenants were not contained herein.

Section 18. **ANTI-KICKBACK**. No officer or employee of the Parks and Recreation Department shall have any interest, direct or indirect, in any agreement, subagreement or their proceeds for work performed in connection with this Agreement. Professional shall incorporate a provision prohibiting such an interest in all subcontracts.

Section 19. **NONWAIVER**. Waiver by the Parks and Recreation Department of any rights hereunder in any one instance shall not be deemed a waiver by the Parks and Recreation Department in any subsequent instance to insist on full performance of the terms of this Agreement.

Section 20. **LIENS**. The Professional agrees that he shall pay, or cause to be paid, all costs and expenses for work done and materials delivered to the premises and shall keep the premises free and clear of all liens for work performed thereon.

Section 21. **DISPUTES**. Should situations arise which cannot be resolved by the Professional and the Director of Parks and Recreation or his designee, these questions shall be referred for determination to the Golf Committee of the Park Board and shall be subject to the final resolution by the Park Board as a whole. Any such resolution shall not be deemed a waiver by either party to any action in law or equity.

Section 22. **NONDISCRIMINATION**. During the performance of this contract, neither the Professional nor its agents, subcontractors, or employees, shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation or the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefits under the contract. The Professional shall comply with all applicable Federal, State, or local laws, executive orders, and regulations.

PARKS AND RECREATION DEPARTMENT OF SPOKANE

By: Michael Stone
Director of Parks and Recreations

Attest: [Signature]
City Clerk

Approved as to form:
Pat Ball
Assistant City Attorney



GOLF PROFESSIONAL

[Signature]
STEVE CONNER

Approved by the City of Spokane Park Board FEBRUARY 9 2006

Frank Knott
President *AS PER AIDS*

Michael Stone
Secretary

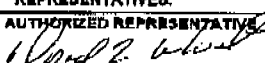
ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID KW DOWNR-1	DATE (MM/DD/YYYY) 09/13/06
PRODUCER Wheat & Associates Insurance P.O. Box 3548 Spokane WA 99220-3548 Phone: 509-922-2937 Fax: 509-922-4103		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Downriver Pro Shop Riverlinks Gold Inc N 3225 Columbia Circle Dr Spokane WA 99205		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: American States Ins. Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L	LTR	INSUREE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	02-CE-046502	10/20/05	10/20/07	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 Stop Gap 1000000
A			AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	02-CE-046502	10/20/05	10/20/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A			EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	01SU385939	10/20/06	10/20/07	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$ \$ \$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A			OTHER Emp Dishonesty	02CE046502	10/20/05	10/20/07	Emp Disho 15000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 City of Spokane, / Parks and Recreation Department of Spokane will be named additional insured re: All Operations

CERTIFICATE HOLDER CITY OF City of Spokane Attn: Pamela McKinzie W 808 Spokane Falls Blvd Spokane WA 99201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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12-15-11
788

AGENDA SHEET FOR PARK BOARD MEETING OF: December 8, 2011



Submitting Division
Golf

Contact Person:
Pamela McKinzie-Lewis

Phone No.
625-4653

COMMITTEE

- Riverfront
- Golf
- Recreation
- Land
- Urban Forestry
- North Bank Ad-Hoc
- Finance

CLERK'S FILE
RENEWS
CROSS REF
ENG
BID
REQUISITION

OPR 2009-0442

AGENDA WORDING:

Contract Amendment for Gary Lindeblad for services of a Golf Professional at Indian Canyon Golf Course.

BACKGROUND:
(Attach additional sheet if necessary)

The original contract was dated April 9, 2009. This amendment extends the term of the original contract through December 31, 2013.

RECOMMENDATION: Approve

Fiscal impact:	Budget Account:
Expenditure: \$	# various revenue accounts
Revenue: \$	4600-55400
Budget neutral:	

ATTACHMENTS: Include in Packets:
On file for Review in Office of City Clerk:

RECEIVED

DEC 14 2011

CITY CLERK'S OFFICE
SPOKANE WA

SIGNATURES:

Pamela McKinzie-Lewis
Requestor

[Signature]
Legal Department

[Signature]
Director of Parks and Recreation

Judy Moss
Parks Accounting

DISTRIBUTION: Parks, Judy Moss
Risk Manager, Pam Schroeder
Parks, Leroy Eadie

Parks, Pamela McKinzie-Lewis
Taxes and Licenses

Accounting, John Salstrom
Purchasing, Thea Bremer
Gary Lindeblad, glindeblad@spokanecity.org

PARK BOARD ACTION:

APPROVED BY
SPOKANE PARK BOARD:
[Signature]
December 8, 2011
[Signature]
PARK BOARD

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is between the SPOKANE PARKS AND RECREATION DEPARTMENT, a municipal corporation of the State of Washington, hereinafter referred to as "Parks and Recreation Department," and GARY LINDEBLAD, Golf Professional, hereinafter referred to as "Professional."

WHEREAS, the parties entered into a contract wherein the Professional agreed to provide services of a Golf Professional at Indian Canyon Municipal Golf Course and to operate the Clubhouse facilities, Restaurant/Coffee Shop, Pro Shop, and Practice Range; and

WHEREAS, the parties wish to add a revenue sharing incentive as well as extend the term of the contract with minor changes-- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The contract dated April 9, 2009, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EFFECTIVE DATE. This contract amendment shall become effective January 1, 2012.
3. EXTENSION. The contract documents, as amended, are extended through December 31, 2013.
4. AMENDMENTS.

Section 3.4, Pro Shop, of the contract documents is amended to read as follows:

- 3.4 b. The Pro Shop must be staffed with at least two people during prime time to meet, without delay, the needs of the golfing public unless there is inclement weather and the Professional determines that one staff member is sufficient. Prime time shall be described as 7:00 a.m., to 5:00 p.m., April 1 through October 1. The shop must be OPEN and staffed no later than daylight at all times during the season.
- 3.4 i. The Professional shall not employ or allow family members or relatives of self and/or family members of City Golf staff maintenance to participate in the operation of the golf course, clubhouse, restaurant and golf professional activities in any manner without the specific written approval of the

Golf Manager. ~~((and Park Board))~~. The Golf Manager shall only withhold approval based on legitimate customer service, safety, or previous employee concerns. Personnel employed by the Professional shall not engage in conduct injurious to the interests of the Parks and Recreation Department in having an efficient and successful operation at the Golf Course.

Section 4.1, Annual Evaluation, of the contract documents is amended to read as follows:

- 4.1 The Golf Manager will conduct an annual formal written evaluation with the Golf Professional no later than December 31st and prior to any contract extension ~~((February 15th))~~. Results of the evaluation will be discussed and share with the Golf Committee.

New Subsection 2.3, Apartment, of the contract documents is added to read as follows:

- 2.3 The parties agree that this Agreement does not allow the Professional to access or use the apartment. However, the Professional may have access to the apartment upon successfully negotiating a formal written agreement with the Golf Manager and the Director. Spokane Parks and Recreation recognizes the benefit of having someone living in the apartment and providing a presence at Indian Canyon Golf Course during hours of closure. At a minimum, that agreement shall be reviewed by the City Attorney's Office and the City Risk Management Department to assure that Spokane Parks and Recreation is adequately protected from any tenant activity, claim or legal action. At no time shall there be animals allowed in the apartment. The Professional shall be responsible for all utilities.

New Subsection 5.1, Liability for Acts of God, of the contract documents is added to read as follows:

- 5.1 The parties acknowledge that from time to time water will pond on the Golf Course or the practice range. Such ponding has occurred in the past because of rain or snow fall on the Course or practice range, or the diversion of rain water or snow melt onto the Course or practice range. The parties agree that Parks and Recreation Department will not intentionally divert water onto the practice range in the future. The parties further agree that during the life of this Agreement any decrease in playability or deterioration in the condition of the Golf Course or practice range caused by rain or snow fall or ponding of water will be considered an Act of God and the Department will have no liability for any damages from such Act of God or any responsibility under this Agreement to remediate any damage to the Course or practice range from such Act of God. The Parks and Recreation Department will make reasonable efforts to keep the excess stormwater off of the practice range. The Golf Superintendent shall follow

approved Standard Operating Procedures for pumping water out of the driving range.

Section 7, Consideration Paid to the Professional, of the contract documents is amended to read as follows:

7.0 ~~((7.1—The Professional shall be entitled to the following))~~

The City shall pay the Professional the following revenue incentive for everything furnished and done under this contract amendment:

For calendar years 2012-2013, the Professional will be entitled to revenue sharing calculated on the number of paid rounds of golf at Indian Canyon, based on the average number of rounds played per year for the last ten years. For calendar years 2012-2013, the average number of total rounds per year used to calculate revenue sharing is 38,000. Therefore, revenue sharing for calendar years 2012-2013 will be calculated as follows:

If the total number of rounds in a calendar year is greater than 38,000/year but less than 39,001 rounds per year, the Professional will receive 10% of the increased revenue from those rounds.

If the total number of rounds in a calendar year is greater than 39,000/year but less than 40,001 rounds per year, the Professional will receive 20% of the increased revenue from all rounds greater than 38,000.

If the total number of rounds in a calendar year is greater than 40,000/year, the Professional will receive 30% of the increased revenue from all rounds greater than 38,000.

At the end of this extension, the parties will meet and determine the parameters for revenue sharing for the next two calendar years. If the rolling ten-year average number of total rounds per year decreases, the benchmark minimum number of total rounds played in a calendar year in order to participate in revenue sharing shall decrease to reflect the decrease in the average number of rounds played. Similarly, if the rolling ten-year average number of total rounds per year increases, the benchmark minimum number of total rounds played in a calendar year in order to participate in revenue sharing will increase to reflect the increase in the average number of rounds played. If the average number of rounds played per year increases by more than 500 rounds, the starting point for revenue sharing will be adjusted upward. Rounds are defined as regular rounds, discount rounds, tournament rounds and hotel rounds.

Dated: 12-14-11

SPOKANE PARKS AND RECREATION
DEPARTMENT

By: [Signature]
Title: Parks + Rec. Director

Attest:
[Signature]
City Clerk

Approved as to form:
[Signature]
Assistant City Attorney

Dated: _____



[Signature]
GARY LINDEBLAD

E-Mail address, if available:
GLindeblad@spokanecity.org

City of Spokane Business License No.

MDC
5-18-09

2018

AGENDA SHEET FOR PARK BOARD MEETING OF: April 9, 2009

RECEIVED
MAY 12 2009



CITY CLERK'S OFFICE
SPOKANE, WA
Phone No. 625-4653

Submitting Division
Golf Division

Contact Person
Pamela McKinzie

COMMITTEE

- Riverfront
- Golf
- Recreation
- Land
- Urban Forestry
- North Bank Ad-Hoc
- Finance

CLERK'S FILE
RENEWS
CROSS REF
ENG
BID
REQUISITION

OPR 2009-0442
OPR 2009-552

AGENDA WORDING:

Agreement for Operation with Gary Lindeblad for Professional Golf Management Services at Indian Canyon Golf Course for specific percentages.

BACKGROUND:
(Attach additional sheet if necessary)

Gary Lindeblad, PGA Professional, will provide professional Golf management services at Indian Canyon Golf Course 4304 West West Drive Spokane, Washington 99224. The term of this Agreement for Operation shall commence on January 1, 2009 and shall terminate December 31, 2011. The Golf Manager, with the approval of the Park Board may extend this contract for up to two additional two-year terms. Any extension will be conditioned on the Professional's operation having been satisfactory and not in default. There are no Golf fund dollars expended for this contract. Mr. Lindeblad receives revenue from funds collected for specific percentages. The Park Board approved this Agreement for operation at the April 9, 2009 meeting.

RECOMMENDATION: approve agreement

Fiscal Impact:	Budget Account:
Expenditure: \$	# various revenue accounts
Revenue: \$	4600-55400
Budget neutral:	

ATTACHMENTS: Include in Packets: Agreement for operations
On file for Review in Office of City Clerk:

SIGNATURES:

P. McKinzie
Requestor

Pat Dalko
Legal Department

Gary Lindeblad
Director of Parks and Recreation

Judy M. Moss
Parks Accounting 5/12/09

DISTRIBUTION: Parks, Judy Moss
Risk Manager, Pam Schroeder

Parks, Pamela McKinzie
Taxes and Licenses, Wilma Beddow

Golf Professional, Gary Lindeblad
Finance, Pam Dotan

PARK BOARD ACTION:

APPROVED BY
SPOKANE PARK BOARD:

[Signature]
4/9/09
PARK BOARD

**AGREEMENT FOR OPERATION
OF
THE INDIAN CANYON MUNICIPAL GOLF COURSE**

THIS AGREEMENT made and entered into this 9th day of April 2009, by and between the Spokane Parks and Recreation Department, a municipal corporation of the State of Washington, hereinafter referred to as "Parks and Recreation Department," and Gary Lindeblad, Golf Professional, hereinafter referred to as "Professional."

WHEREAS, the Parks and Recreation Department is the owner of Indian Canyon Municipal Golf Course, which ownership includes the land upon which said Golf Course is located, the buildings and other improvements which are a part thereof; and

WHEREAS, the services of a Golf Professional at Indian Canyon Municipal Golf Course are desired to operate the concession to provide Golf Professional services during the playing season; and

WHEREAS, the Parks and Recreation Department wishes to contract with the Professional for operation of the Clubhouse facilities, Restaurant/Coffee Shop, Pro Shop, and Practice Range;

NOW, THEREFORE, pursuant to the requirements of the Charter of the Parks and Recreation Department, and in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. **CONTRACT DOCUMENTS.** This Agreement, and the Rules and Regulations for the Performance of Golf Professional Services constitute the contract documents, PROVIDED THAT, specific federal, state, and local requirements and the terms of this Agreement, respectively, supersede other inconsistent provisions. The contract documents are incorporated into this Agreement as fully as if they were set forth herein.

Section 2. **CONCESSION AND LEASE GRANTED.** The Parks and Recreation Department hereby grants to the Professional the concession to operate the clubhouse facilities, pro shop, practice range and the restaurant at Indian Canyon Municipal Golf Course located at 4304 West West Drive Spokane, Washington.

2.1 **The Concession Premises.** The concession shall be conducted on the golf course known as the Indian Canyon Municipal Golf Course,

2.2 **Condition of Premises.** The Professional has inspected and examined the premises and all facilities and fixtures thereon and accepts the same in their present

condition. The Professional shall not make any alterations, changes, or additions to the clubhouse facilities, pro shop, practice range, restaurant, or any other property or facility, or to any fixtures or equipment owned by the Parks and Recreation Department without written consent of the Golf Manager, PROVIDED THAT, any alterations, changes, or additions consented to shall be subject to section 3.7g of this Agreement. The Professional shall not commit, permit, or allow any nuisance, waste, or injury in, upon, or to the Golf Course, or permit the use of the Golf Course for any illegal or immoral purpose.

Section 3. **OPERATING RESPONSIBILITIES OF PROFESSIONAL.** The following duties and responsibilities shall be the obligation of the Professional and his agents and employees.

3.1 Lessons. To use the practice range and to give competent golf instruction to all groups and levels of public players and make charges therefore. The Professional, or other PGA/LPGA qualified golf instructor, must be available to conduct lessons. Lessons will ONLY be taught by PGA, LPGA members or apprentices in good standing with the PGA.

3.2 Men's and Ladies' Clubs.

a. The Professional must offer a minimum of one clinic per season for each Men's and Ladies' Clubs.

b. The Professional must strive to increase active membership in the Men's and Ladies' Clubs.

3.3 Practice Range.

a. The Professional must supply 1,000 dozen top-quality, clean range balls at all times during the golfing season.

b. Range balls must be picked up daily to ensure availability and must be easily accessible to the golfing public.

c. The building adjacent to the driving range is owned by the Parks and Recreation Department. It may be used by the Professional only for uses specifically approved by the Golf Manager.

3.4 Pro Shop.

a. The Professional must display, sell, rent, and otherwise supply to the public all golf goods, clothing, merchandise, golf equipment, golf pull carts and golf cars, all of which will be of good quality, diversity, attentive upkeep, and kept up to date.

b. The Pro Shop must be staffed with at least two people during prime time

to meet, without delay, the needs of the golfing public. Prime time shall be described as 7:00 a.m., to 5:00 p.m., April 1 through October 1. The shop must be OPEN and staffed no later than daylight at all times during the season.

c. Pro Shop employees must be friendly, well-dressed, and courteous to golfers, maintain a neat appearance, exercise good public relations skills, become familiar with regular customers' names and have good phone mannerisms. Employees will not be allowed to use tobacco products of any kind while on shift. Professional will ensure all employees maintain a high level of customer service.

d. Prices charged for sale, rental, or repair of equipment and merchandise will be consistent with prices comparable with other golf courses in Spokane.

3.4 General Responsibilities.

a. Cooperate with the Golf Manager.

b. Explain and support Parks and Recreation Department policies to staff and golfing public.

c. Regulate the play and conduct of all persons on the golf course, including keeping off trespassers and preventing injury to the golf course by players and others during the golfing season.

d. Enforce all rules and operations established by the Park Board of the Parks and Recreation Department, including adherence to the free play policy approved by the Park Board.

e. Collect all fees, issuing receipts for greens fees, range balls, cart rentals, Pro Shop sales and cafe items, sign golfers in, and weekly transfer of fees and/or payments to the Parks and Recreation Department.

f. Report tournament schedules to the Golf Manager each month.

g. Close the Clubhouse/restaurant, with heat turned down to 60 degrees when course is unplayable due to weather conditions.

h. Provide and staff a starter for the 1st tee when deemed necessary. Professional needs to be available to the public golfers.

i. Keeping the Golf Course open for the prescribed hours of play as described in the Golf Operations Manual.

j. All services rendered by the Professional shall be in accordance with the PGA Code of Ethics.

k. The Professional shall provide competent personnel necessary for such operations and shall supervise them in their work and shall pay them for their services at the Professional's sole cost and expense. Staff must include two Class "A" Assistants or Apprentices. No staff under 21 years of age will be allowed at the desk during the day until 6:00 p.m., unless approved by the Golf Manager. Desk staff will be over 19 years of age after 6:00 p.m., unless approved by the Golf Manager.

l. The Professional shall not employ or allow family members or relatives of self and/or family members of City Golf staff maintenance to participate in the operation of the golf course, clubhouse, restaurant and golf professional activities in any manner without the specific written approval of the Golf Manager and Park Board. Personnel employed by the Professional shall not engage in conduct injurious to the interests of the Parks and Recreation Department in having an efficient and successful operation at the Golf Course.

m. The Professional shall not conduct any business or social activity on the Golf Course premises, or use the Golf Course, Clubhouse, restaurant or Golf Pro Shop for any other purpose without first having obtained the express written consent of the Golf Manager. All outside activities on Golf Course premises need approval and revenue received will be divided with the Professional receiving ninety percent (90%) and the Parks and Recreation Department ten percent (10%).

n. The Professional shall not be otherwise employed or engaged in other business which is in conflict with the responsibilities and duties of the Professional under this Agreement without the express written consent of the Golf Manager

o. Make a daily physical inspection of the Clubhouse/restaurant, adjacent Parks and Recreation Department grounds, and Golf Course during the playing season, and reporting any unusual or unsafe conditions observed during said inspection to the Golf Manager immediately. Such reports shall be followed up in writing and the Professional shall at all times be safety conscious. Clubhouse maintenance personnel will check in with the Golf Professional daily to discuss any maintenance items of concern regarding the clubhouse/restaurant area.

p. Promote increased play and income during identified slow-play periods.

q. Provide documentation that dollars were spent to advertise and promote the Golf Course, Pro shop, and/or Clubhouse/Restaurant services.

r. Designate a qualified and easily accessible Golf Professional or PGA affiliate for contact with Men's and Ladies' Clubs, Tournament Chairpersons and outside groups.

s. The Head Golf Professional must cooperate with and be easily accessible daily by the golfing public and organized groups.

t. The Head Golf Professional or his/her designee must communicate with the Golf Course Superintendent or designee on a daily basis regarding course conditions, tournaments, and special events.

u. Equal treatment of all golfers.

v. Handle reservations in a fair and open manner as per Parks and Recreation Department guidelines.

w. Promote Men's and Ladies' Club memberships and leagues.

x. Attend Men's and Ladies' Club meetings and events.

y. Ensure that all signage in and around the clubhouse/restaurant and Pro Shop is of excellent quality and appearance. All signage must be approved by the Golf Manager.

3.5 Sponsorships. It is in the best interests of both the Professional and the Parks and Recreation Department to support appropriate sponsorship and co-promotional opportunities on the Golf Courses. The Parks and Recreation Department is undertaking a significant marketing and co-promotional program to enhance bottom line revenue for the Department by cross-promoting all of the Departments assets. To that end, the Department has engaged a third party to find and sell sponsorship opportunities with all of the Parks and Recreation Department assets including Golf Courses. If the Parks and Recreation Department determines that it is appropriate to enter into a sponsorship arrangement, the Parks and Recreation Department may do so and may share a percentage of the revenue with the Professional depending on the nature of the sponsorship. If the Professional finds an appropriate sponsorship, the Parks and Recreation Department may agree to enter into an agreement with that sponsor and will share with the Professional the proceeds from that sponsorship. The amount of any sharing will be as agreed to between the Professional and the Golf Manager.

3.6 Management Duties.

a. Professional must be current in the PGA Certification Program.

b. Marshal the Golf Course daily, except during inclement weather and obvious slow times, to monitor play and check receipts.

c. Cooperate with the Parks and Recreation Department's Junior program, including testing for knowledge of golf rules and courtesies, and providing a qualified PGA/LPGA instructor for the Parks and Recreation Department - City sponsored Junior golf program. This is either the Professional or his/her Assistant(s).

d. Play in Pro/Ams to give club members an opportunity to participate (Pro

and Assistant).

e. Ensure a high-caliber, quality staff and instituting an ongoing staff-training program, as provided by PGA.

f. Make a sincere effort to hire diverse workforce, in keeping with the City of Spokane's minority employment goals.

3.7 Restaurant/Food Service.

a. The Professional will be responsible for the operation, management, and supervision of the food and beverage concessions in the Clubhouse/Restaurant and for furnishing an adequate stock of food and beverage supplies for the operation of the restaurant. The Professional may provide food and beverage services at other locations throughout the Golf Course, with the express written consent of the Golf Manager.

b. The Cafe operation shall be friendly, courteous, and efficient, with quality service, food and beverage items and clean appearance. Staff shall be neat and clean.

c. Prices charged shall be consistent with comparable operations in the area. Menu and prices shall be provided as an Addendum to the Agreement.

3.8 Pro shop, Clubhouse/restaurant maintenance.

a. The Parks and Recreation Department will furnish the Professional with a list of Parks and Recreation Department-owned restaurant equipment, which Professional may choose to use all or part thereof. The City will make repairs to this equipment for the first sixty (60) days of the initial Agreement. Loaned equipment which is deemed useless during this Agreement shall be disposed of by mutual consent. When equipment has to be replaced or repaired, it shall be the responsibility of the Professional. The Parks and Recreation Department shall purchase replaced equipment at the end of the Agreement based on the fair market appraised value.

b. Maintenance of restaurant/food service area. It shall be the responsibility of the Professional to maintain the food service area, including all cleaning and regular maintenance to taps, hoods, plumbing and electrical.

c. The Professional shall be responsible for providing routine maintenance and janitorial services for the Golf Clubhouse/restaurant and Pro Shop. The janitorial services shall include, but not be limited to: Cleaning of windows (inside and outside), shampooing and cleaning carpets twice a year, annual cleaning of chairs, daily maintenance of lavatories, washbasins, other interior furnishing, equipment, and fixtures. The Professional agrees to keep the Pro Shop, Clubhouse, and restaurant in a clean and sanitary condition at all times to the satisfaction of the Parks and Recreation

Department.

d. The Professional agrees to keep the lavatories in the clubhouse/restaurant open at all times the Golf Course or Clubhouse/restaurant is open for business.

e. The Professional agrees to keep the bulletin/reader board updated monthly and clear of out-of-date notices daily.

f. The Professional will be responsible for 100% of all personal telephone, fax, computer equipment and services. Additionally, the Professional will be responsible for 50% of the Parks and Recreation Department telephone service. The Parks and Recreation Department will pay the gas and electric charges.

g. The Parks and Recreation Department encourages capital project improvements by the Professional. Prior to project approval the Parks and Recreation Department will determine the value of the improvement and will work out a depreciation schedule, where if the Professional leaves prior to the total depreciation of the improvement the Parks and Recreation Department will purchase the remaining value. All improvements will be clearly defined and become an agreed upon written addendum to this Agreement.

h. The Parks and Recreation Department will pay for the installation of a monitored burglar alarm system at the Clubhouse/restaurant and the Professional will pay the monthly service charge for the system.

3.9 Golf Carts.

a. The Professional shall make fifty (50) golf carts available for rental at the Golf Course, and the carts must be kept in good condition and must be replaced and maintained on a regularly scheduled program. Carts will not be more than five years old.

b. The Professional may purchase or lease new golf carts during the term of this Agreement and the Parks and Recreation Department agrees to purchase or assume lease of those carts upon expiration or termination of this or subsequent agreements, at appraised price, with the Professional under the terms provided below, and, PROVIDED THAT, the buy-out provisions will apply only under all of the following conditions:

i) The Parks and Recreation Department must approve the price prior to the Professional's purchase of the carts, and a copy of the bill of sale must be provided to the Parks and Recreation Department;

ii) The carts purchased will be subject to a five-year amortization of the purchase price;

c. Arrangement should be made by the Professional for fueling of the golf carts. Professional may choose to provide his/her own fuel which must be from an approved above ground fuel tank. If Professional installs his/her own tank, location must be approved by the Parks and Recreation Department.

Section 4. **TERM.** This Agreement shall commence on January 1, 2009 and shall terminate December 31, 2011. The Golf Manager, with the approval of the Park Board may extend this contract for up to two additional two-year terms. Any extension will be conditioned on the Professional's operation having been satisfactory and not in default.

4.1 **Annual Evaluation.** The Golf Manager will conduct an annual formal written evaluation with the Golf Professional no later than February 15th. Results of the evaluation will be discussed and shared with the Golf Committee.

Section 5. **GOLF MANAGER.** The Golf Manager shall be the designated representative of the Parks and Recreation Department for the purpose of supervising and managing the Golf Course grounds, Clubhouse/Restaurant operations, and to ensure compliance with the terms of this Agreement. The Professional shall first address any concerns to the Golf Manager.

5.2 **Maintenance.** The Parks and Recreation Department shall be responsible for the maintenance of Golf Course grounds, the practice range, parking area, lighting, flooring, restroom fixtures, plumbing, heating, and air conditioning. The Professional shall be responsible for minor maintenance, helping with general litter clean up of the parking area, replacement of light bulbs, minor plumbing of restroom fixtures, and replacement of toilet paper, towels, and soap in the restrooms. Minor repairs and supplies will be done at the sole cost of the Professional.

5.3 **Golf Course Marshal.** The Parks and Recreation Department may, at its own cost and expense, provide a golf marshal at the course who shall ensure all players have paid the necessary fees and been issued receipts as well as provide other customer service as directed by the Golf Manager.

5.4 **Rules and Regulations.** The Park Board of the Parks and Recreation Department shall fix, by resolution, rules and regulations for the operation of the Golf Course, Golf Pro Shop and Clubhouse/restaurant, including but not limited to minimum number of hours of play for which the course is to be kept open each day and each week; (a reasonable number), minimum numbers of hours the Golf Pro Shop and Cafe are to be kept open each day and each week, amount of all fees, including but not limited to Greens fees; private cart daily fees, annual private cart permit fees and season ticket fees.

Section 6. **CONSIDERATION PAID TO PARKS AND RECREATION.**

- 6.1 Parks and Recreation Department shall be entitled to the following:
- a. 1% of gross receipts from the operation of the practice range.
 - b. 1% of gross receipts from rental of golf carts and pull carts.
 - c. 1% of gross receipts from Pro Shop sales which include club rentals.

6.2 Café Facilities. The consideration paid to the Parks and Recreation Department has been established to include the café rent.

Section 7. **CONSIDERATION PAID TO THE PROFESSIONAL.**

7.1 The Professional shall be entitled to the following:

Section 8. **COLLECTION OF FEES BY PROFESSIONAL.**

8.1 The Professional shall cause to be delivered and deposited in the Parks and Recreation Department designated bank, on each Tuesday no later than 4:00 p.m. during the playing season, and when the Golf Course is closed, all monies collected due and owing to the Parks and Recreation Department and all greens fees and season ticket sales.

8.2 The Professional shall install and maintain a system of records, accounts of fees and gross revenues from which the amounts of fees and gross revenues from all sources can be readily ascertained. The Professional shall permit the Parks and Recreation Department through its designated representatives, to inspect such accounts and all other business records concerning operations at the Golf Course. At the end of the year, a financial report shall be sent to the Parks and Recreation Department.

8.3 The Professional shall cause to be delivered and deposited in the Parks and Recreation Department designated bank, in the day in which the total is accumulated, at any time during the playing season, monies collected due and owing to the Parks and Recreation Department that total \$5,000.00 or more.

8.4 All fees and monies collected and received at the Golf Course shall be rung up on the Parks and Recreation Department owned point of sale.

Section 9. **INDEMNIFICATION, INSURANCE, BOND.**

9.1 Indemnification. Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees, and its agents. Each party shall be responsible for its own negligence and shall defend, indemnify and hold the other party harmless from any loss, liability, damage, death or

injury to any person or property, caused from any act or omission of itself, its agents, or employees (including reasonable attorney fees and court costs and amounts paid in settlement and judgment).

9.2 Insurance. The Professional shall throughout the duration of this Agreement, provide and maintain at his expense, in forms satisfactory to the Parks and Recreation Department a policy or policies for each of the following types of insurance:

a. Combined single limit liability insurance covering bodily injury and property damage in an amount not less than TWO MILLION DOLLARS (\$2,000,000). Said insurance shall be on the comprehensive or commercial general liability occurrence form with coverage to include premises liability, golf cart liability, blanket contractual liability, owners and contractors protective liability (covering work performed for the Professional by independent contractors rather than employees), products and completed operations liability, stopgap liability, and the broad form comprehensive general liability endorsement, and liquor liability coverage.

b. Statutory Washington Worker's Compensation Insurance and a minimum of ONE MILLION DOLLARS (\$1,000,000) Employer's Liability Insurance for all employees of the Professional.

c. Comprehensive automobile liability insurance for owned, hired, and non-owned automobiles in an amount not less than ONE MILLION DOLLARS (\$1,000,000).

d. Professional liability insurance in an amount not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).

e. The Professional shall furnish Parks and Recreation Department with Certificate of Insurance evidencing coverages in items a,b,c, and d above and shall provide an Additional Insured endorsement naming the Parks and Recreation Department of Spokane as additional insured under items a and c.

f. The Professional, at the Professional's option may purchase and maintain such insurance as will insure the Professional against loss of use of the Professional's and Parks and Recreation Department property due to fire or other hazards, however caused. The Professional waives all rights of action against the Parks and Recreation Department for loss of use of the Parks and Recreation Department and Professional's property, including consequential losses due to fire or other hazards however caused.

9.3 Bond. The Professional shall continuously maintain at his expense a surety/payment guarantee or employee dishonesty bond covering collection of fees on the premises for the benefit of the Parks and Recreation Department. The bond shall be in an amount not less than TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000) and must cover all employees. The Professional must additionally provide broad form money and securities coverage both inside and outside the premises in an

amount not less than TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000).

9.4 Proof of the above requirements must be provided to the Parks and Recreation Department upon execution of this Agreement. The policies required herein shall provide not less than thirty (30) days prior written notice to the Parks and Recreation Department of any cancellation, expiration, modification, or reduction in coverage or liability limits.

Section 10. **INDEPENDENT CONTRACTOR.** The parties agree and acknowledge that the Professional is an independent contractor and not the agent or employee of the Parks and Recreation Department or City of Spokane, and that no liability shall attach to the Parks and Recreation Department or City of Spokane as a result of the acts or omissions of the Professional, his agents or employees. The Professional realizes that the Parks and Recreation Department employs other independent contractors as Golf Professionals and that each Professional's situation is unique. The compensation for each Professional is negotiated and may differ from other Professionals.

Section 11. **TERMINATION.**

a. The Parks and Recreation Department reserves the right to terminate this Agreement upon the failure of the Golf Professional to perform any of the conditions of this Agreement. The Parks and Recreation Department shall give ten (10) days written notice to the Professional stating the nature of the default. At the end of this ten-day period, the Parks and Recreation Department shall have the right to:

i) Enter the Golf Pro Shop and Golf Course and take immediate possession thereof.

ii) Bring suit for and collect all fees and portions of gross revenue or any other monies required to be paid to the Parks and Recreation Department, which shall have accrued to the time of termination of the Professional's rights.

b. The Professional is subject to immediate termination if the Professional violates any fiduciary duty to the Parks and Recreation Department, for example, by allowing play at less than the posted rates.

c. The Professional is subject to immediate termination if the Professional or any employee is found to be in violation of food service regulations and/or alcohol service regulations/laws.

d. The Professional may terminate this Agreement by giving 90 days written notice. Such notice shall be given to the Golf Manager.

Section 12. **TIME TO BE DEVOTED BY PROFESSIONAL.**

a. General. The Professional shall devote such time as is necessary to satisfactorily perform his duties pursuant to this Agreement. The Professional shall have as primary and first responsibility contractual duties.

b. Golf Season. During the golf season, the Professional is expected to be at the golf course on a regular basis, sufficient to meet the reasonable demands of the public and supervisory staff. When the Professional will be away from the golf course for a period exceeding forty-eight (48) hours, written notice must be given to the Golf Manager. The Head Professional shall endeavor to be available to the public during major tournaments. Time off unrelated to the golf business is discouraged. The Professional's personal tournament schedule shall be submitted to the Golf Manager before the season begins. Any changes to the schedule will also be submitted during the season.

c. Off Season. During the off-season the golf course and clubhouse/restaurant shall be closed. Should the Professional wish to open the clubhouse/restaurant, to support winter activities, prior approval will be required by the Golf Manager.

Section 13. **REFUSE CHARGES.** Professional will pay the clubhouse/restaurant refuse bill during the playing season. On or before December 1, it will be the responsibility of the Professional to notify, in writing, the City Solid Waste Management Department to stop regular pick-up and that the service will be changed to an "on-call" basis. The Superintendent will then be responsible for contacting the Solid Waste Management Department when pick-up is necessary. The Parks and Recreation Department will pay for these "on-call" services, when authorized by the Superintendent. On or before March 1, when the restaurant again reopens, the Professional will be responsible for notifying, in writing, the Solid Waste Management Department to resume regular pick-ups

In essence, the Parks and Recreation Department pays for refuse pick-up only during December, January, and February.

The Written communications directed above should be copied and sent to the Golf Manager, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

Section 14. **TAXES AND FEES.** As an independent contractor, the Professional acknowledges that he is responsible for payment of any local, state, or federal taxes or fees with respect to the Professional's agents and employees and any taxes or licenses applicable to the Professional's business activity at the Golf Course. The Lessee shall pay any applicable taxes related to its use and occupancy of the premises, including, but not limited to the Leasehold Excise Tax required by RCW 82.29A. The burden is on the Lessee to show that it falls within a legal exemption.

Section 15. **ASSIGNMENT.** The parties acknowledge and agree that the

Professional may not assign, transfer or sublease all or any part of his responsibilities, operations or interests under this Agreement without the express written consent of the Park Board. Any unauthorized assignment, sublease or transfer by the Professional shall be void and shall terminate this Agreement at the option of the Parks and Recreation Department.

Section 16. **SEVERABILITY.** In the event any one or more of these agreements and covenants are held invalid by a court of competent jurisdiction, they shall be severed and this Agreement shall not be voided in its entirety. This Agreement shall then be interpreted as if such invalid agreements and covenants were not contained herein.

Section 17. **ANTI-KICKBACK.** No officer or employee of the Parks and Recreation Department shall have any interest, direct or indirect, in any agreement, sub agreement or their proceeds for work performed in connection with this Agreement. Professional shall incorporate a provision prohibiting such an interest in all subcontracts.

Section 18. **NONWAIVER.** Waiver by the Parks and Recreation Department of any rights hereunder in any one instance shall not be deemed a waiver by Parks and Recreation Department in any subsequent instance to insist on full performance of the terms of this Agreement.

Section 19. **LIENS.** The Professional agrees that he shall pay, or cause to be paid, all costs and expenses for work done and materials delivered to the premises and shall keep the premises free and clear of all liens for work performed thereon.

Section 20. **DISPUTES.** Should situations arise which cannot be resolved by the Professional and the Golf Manager, these questions shall be referred for determination to the Golf Committee of the Park Board and shall be subject to the final resolution by the Park Board as a whole. Any such resolution shall not be deemed a waiver by either party to any action in law or equity.

Section 21. **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color religion, creed, marital status, familial status, sexual orientation, national origin, honorable discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

Section 22. **Audit/Records.** The Professional and its subcontractors shall maintain for a minimum of three years following final payment all records related to its performance of the Agreement. The Professional and its subcontractors shall provide access to authorized City representatives, including the City Auditor, at reasonable

times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

PARKS AND RECREATION DEPARTMENT

Approved by the City of Spokane Park Board April 9, 2009.

Gary Lester
President

Shane
Secretary

PSMG
Golf Manager

GOLF PROFESSIONAL

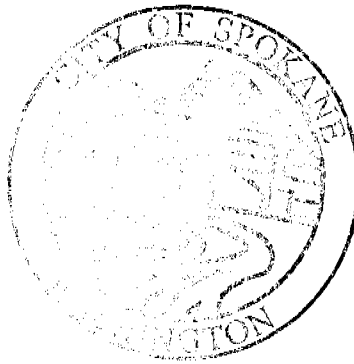
Gary Lindblad
Gary Lindblad

CITY OF SPOKANE

Attest: Terri Hester
City Clerk

Approved as to form:

Pat Dahl
Assistant City Attorney



Attachment which is a part of this agreement:
Food and Menu Prices

WELCOME TO INDIAN CANYON RESTAURANT

(509) 747-5353

BURGERS W/ FRIES or TOTS

SALADS & OTHER STUFF

CANYON	\$9.00	CHICKEN CAESAR SALAD	\$9.00
(1/3 LB. BEEF PATTY, HAM, BACON, 2 CHEESSES)		ORIENTAL CHICKEN SALAD	\$9.00
MUSHROOM SWISS	\$8.00	CHEF or TACO SALAD	\$9.00
CHEESE	\$7.50	GARLIC or CHZ FRIES	\$7.00
UNADORNED	\$7.00	ONION RINGS OR MOZZ. STICKS	\$5.00
		FRENCH FRIES OR TOTS	\$5.00

SANDWICHES W/ FRIES or TOTS

SANDWICHES W/ CHIPS \$6.00

PHILLY CHEESE STEAK	\$9.00	EGG SALAD	TUNA	TURKEY
FRENCH DIP	\$9.00	HAM	add BACON->\$2.00 XTRA	
PULLED PORK	\$9.00	BLT		\$7.50

CHICKEN W/ FRIES or TOTS

GRILLED CHEESE \$6.00

CANYON	\$9.00	1/2 LB. GERMAN SAUSAGE W/ CHIPS	\$6.00	
(CHICKEN BREAST, HAM, BACON, 2 CHEESSES)		1/2 LB. HOT DOG W/ CHIPS	\$5.00	
TERIYAKI	\$9.00	BREAD		
UNADORNED	\$8.00	FRENCH	MULTI-GRAIN	SOURDOUGH
STRIPS	\$8.00	RYE	WRAP	
6- WINGS / 3 DIPPING SAUCES	\$10.00			

SPLIT PLATE CHARGE \$2.00
SUBSTITUTION CHARGE \$1.00

WELCOME TO INDIAN CANYON RESTAURANT
 (509) 747-5353
 BREAKFAST MENU

CHOICE OF MEAT, 2 EGGS, HASHBROWNS, TOAST	\$9.00
2 EGGS, HASHBROWNS, TOAST	\$8.00
2 EGGS, TOAST	\$7.00
DENVER OMELET, HASHBROWNS, TOAST	\$9.00
HAM & CHEESE OMELET, HASHBROWNS, TOAST	\$9.00
3 PANCAKES	\$7.00
2 PANCAKES, 1 BACON	\$7.50
2 PANCAKES, 2 EGGS	\$8.00
3 FRENCH TOAST	\$7.00
BISQUITS & GRAVY	\$6.50
BREAKFAST SANDWICH	\$5.00
SIDE OF HAM, BACON, SAUSAGE	\$3.50
ENGLISH MUFFIN OR TOAST	\$2.00

COFFEE INCLUDED
 W/ BREAKFAST

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KW
INDIA-1

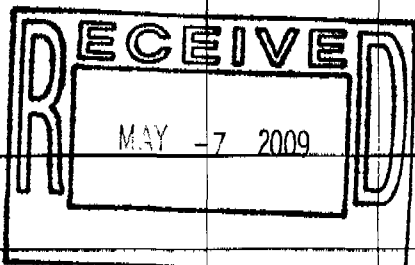
DATE (MM/DD/YYYY)
05/07/09

PRODUCER Wheat & Associates Insurance P.O. Box 3548 Spokane WA 99220-3548 Phone: 509-922-2937 Fax: 509-922-4103	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Indian Canyon Pro Shop Indian Canyon Limited, Inc Indian Canyon LTD 4304 West Drive Spokane WA 99204	INSURER A: American States Ins. Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	02BP693158	03/25/09	03/25/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	02CE190876	03/25/09	03/25/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	01CT1202000	04/27/09	03/25/10	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		Employee Dishonest	02BP693158	03/25/09	03/25/10	Limit 25000 Ded 250



DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is named as Additional Insured as their interest may appear

CERTIFICATE HOLDER City of Spokane Parks & Recreation Dept W 808 Spokane Falls Blvd Spokane WA 99201	CITY OF	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
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**Washington State Department of
Labor and Industries**



**Employer Liability
Certificate**

Department of Labor and Industries

Employer Liability Certificate

Date: 05/07/2009

UBI #: 601 634 114

Legal Business Name: INDIAN CANYON LTD

Account #: 484,875-01

'Doing Business As' Name: INDIAN CANYON LTD

Estimated Workers Reported: Quarter 1 of Year 2009 "0" Workers
(See Description Below)

Workers' Comp Premium Status: Account is current. Firm has voluntarily reported and paid their premiums.

Licensed Contractor? No

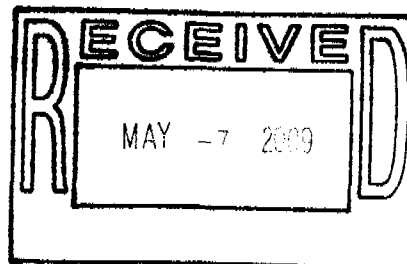
Account Representative: T5 / ANNA COLEMAN (360)902-4817 - Email:
NORN235@lni.wa.gov

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See RCW 51.12.050 and 51.16.190).



AGENDA SHEET FOR PARK BOARD MEETING OF: January 13, 2011



Submitting Division:
Parks and Recreation

Contact Person Pamela McKinzie Phone No. 625-4653

COMMITTEE

- Riverfront
- Golf
- Recreation
- Land
- Urban Forestry
- North Bank Ad-Hoc
- Finance

RECEIVED
JAN 20 2011
CITY CLERK'S OFFICE
SPOKANE, WA

CLERK'S FILE
RENEWS
CROSS REF
ENG
BID
REQUISITION

OPR 2011-0056

AGENDA WORDING:

Contract with Mark Gardner, Golf Professional, to operate the Concession Agreement for the Creek at Qualchan Golf Course for specified revenue sharing.

BACKGROUND:
(Attach additional sheet if necessary)

The term of the contract is from January 1, 2011 to December 31, 2013. The Golf Manager may extend this contract for two additional two year terms if the Golf Professional's operation has been satisfactory and not in default.

RECOMMENDATION: Approve

Fiscal Impact:	Budget Account
Expenditure: \$	# various revenue accounts
Revenue:	4600-55500
Budget neutral:	

ATTACHMENTS: Include in Packets:

On file for Review in Office of City Clerk:

SIGNATURES:

Pam McKinzie
Requestor

Judy Moss
Parks Accounting

Pat Dalsh
Legal Department

[Signature]
Director of Parks and Recreation

DISTRIBUTION: Parks, Judy Moss
Taxes & License,

Parks, Pamela McKinzie
Parks, Leroy Eadie

Risk Manager, Pam Schroeder

PARK BOARD ACTION:

APPROVED BY
SPOKANE PARK BOARD:
[Signature]
January 13, 2011
[Signature]
PARK BOARD

**CONCESSION AGREEMENT FOR OPERATION
OF
THE QUALCHAN MUNICIPAL GOLF COURSE**

THIS CONCESSION AGREEMENT made and entered into this 13th day of January, 2011, by and between the CITY OF SPOKANE, a municipal corporation of the State of Washington, hereinafter referred to as "Parks and Recreation Department" and MARK GARDNER, Golf Professional, hereinafter referred to as "Professional."

WHEREAS, Parks and Recreation Department is the owner of The Creek at Qualchan Municipal Golf Course, which ownership includes the land upon which the Golf Course is located, the buildings and other improvements which are a part thereof; and

WHEREAS, the services of a Golf Professional at Qualchan Municipal Golf Course are desired to operate the concession of providing Golf Professional services during the playing season; and

NOW, THEREFORE, the parties agree as follows:

Section 1. **CONTRACT DOCUMENTS**. This agreement, and the Rules and Regulations for the Performance of Golf Professional Services constitute the contract documents, PROVIDED THAT, specific federal, state, and local requirements and the terms of this Agreement, respectively, supersede other inconsistent provisions. The contract documents are incorporated into this Agreement as fully as if they were set forth herein.

Section 2. **CONCESSION AND LEASE GRANTED**. Parks and Recreation Department hereby grants to the Professional the concession to operate the clubhouse facilities, restaurant, pro shop, and practice range at the Qualchan Municipal Golf Course.

2.1 **The Concession Premises.**

The concession shall be conducted on the golf course known as the Qualchan Municipal Golf Course, described in Exhibit A, attached hereto.

2.2 **Condition of Premises.**

The Professional has inspected and examined the premises and all facilities and fixtures thereon and accepts the same in their present condition. The Professional shall not make any alterations, changes, or additions to the Golf Pro Shop or to any fixtures or equipment owned by Parks and Recreation Department without written consent of

the Golf Manager, PROVIDED THAT, any alterations, changes, or additions consented to shall be subject to section 3.6d and section 3.7e of this Agreement. The Professional shall not commit, permit, or allow any nuisance, waste, or injury in, upon, or to the Golf Course, or permit the use of the Golf Course for any illegal or immoral purpose.

Section 3. **OPERATING RESPONSIBILITIES OF PROFESSIONAL.** The following duties and responsibilities shall be the obligation of the Professional and his agents and employees.

3.1 Lessons.

a. To use the practice range and to give competent golf instruction to all groups and levels of public players and make charges therefore. The Professional, or other P.G.A./L.P.G.A. members or apprentices in good standing with their respective organizations must be available to conduct lessons. Lessons will ONLY be taught by P.G.A. & L.P.G.A. members or apprentices in good standing with their respective organizations.

b. The Professional must conduct a minimum of two clinics per season for Men's and Ladies' Clubs (one each) and must strive to increase active membership in the Men's and Ladies' Clubs.

3.2 Driving Range.

a. The Professional must supply one thousand (1,000) dozen top-quality/clean range balls at all times during the golfing season.

b. Range balls must be picked up daily to insure availability for the golfing public and must be easily accessible to the golfing public.

3.3 Pro Shop.

a. The Professional must display, sell, rent, and otherwise supply and sell to the public all golf goods, clothing, merchandise, golf equipment, golf pull carts and golf cars, all of which will be of good quality, diversity, attentive upkeep, and kept up to date.

b. The Pro Shop must be staffed with at least two people during prime time to meet, without delay, the needs of the golfing public. Prime time shall be described as 7:00 a.m. to 5:00 p.m., April 1 through October 1. The shop must be OPEN and staffed no later than daylight at all times during the season.

c. Pro Shop employees must be friendly, well-dressed, identified and courteous to golfers, maintain a neat appearance, exercise good public relations skills, become familiar with regular customers' names and have good phone mannerisms. Employees will not be allowed to use tobacco products of any kind while on shift. Professional will

ensure all employees maintain a high level of customer service.

d. Prices charged for sale, rental, or repair of equipment and merchandise will be consistent with prices comparable with other golf courses in Spokane.

3.4 General Responsibilities.

a. Cooperate with the Golf Manager.

b. Explain and support Parks and Recreation Department policies to staff and golfing public.

c. Regulate the play and conduct of all persons on the golf course, including keeping off trespassers and preventing injury to the golf course by players and others during the golfing season.

d. Enforce all rules and operations established by the Park Board of the City of Spokane, including adherence to the free play policy approved by the Park Board.

e. Collect all fees, issuing receipts for greens fees, range balls, cart rentals, Pro Shop sales and cafe items, signing golfers in, and prompt transfer of fees and/or payments to Parks and Recreation Department.

f. Report tournament schedules to the Golf Manager each month.

g. Close the Clubhouse, with heat turned down to sixty (60) degrees when course is unplayable due to weather conditions.

h. Provide and staff a starter of play for the 1st tee when deemed necessary. Professional needs to be available to the public golfers.

i. Keep the Golf Course open for the prescribed hours of play as described in the Golf Operations Manual.

j. All services rendered by the Professional shall be in accordance with the P.G.A. Code of Ethics.

k. The Professional shall provide competent personnel necessary for such operations and shall supervise them in their work and shall pay them for their services at the Professional's sole cost and expense. Staff must include two Class "A" Assistants or Apprentices. No staff under twenty one (21) years of age will be allowed on the desk during the day until 6:00 p.m., unless approved by the Golf Manager. Desk staff will be over nineteen (19) years of age after 6:00 p.m., unless approved by the Golf Manager.

l. The Professional shall not employ or allow family members or relatives to participate in the operation of the golf course, clubhouse, and golf professional activities in any manner without the express approval of the Golf Manager. Personnel employed by the Professional shall not engage in conduct injurious to the interests of Parks and Recreation Department in having an efficient and successful operation at the Golf Course.

m. The Professional shall not conduct any business or social activity on the Golf Course premises, or use the Golf Course, Clubhouse, or Golf Pro Shop for any other purpose without first having obtained the express written consent of Parks and Recreation Department. All outside activities on Golf Course premises need approval and revenue received will be divided with the Professional receiving ninety percent (90%) and Parks and Recreation Department ten percent (10%).

n. The Professional shall not be otherwise employed or engaged in other business which is in conflict with the responsibilities and duties of the Professional under this Agreement without the express written consent of the Golf Manager.

o. The Professional shall make a daily physical inspection of the Clubhouse, adjacent City grounds, and Golf Course during the playing season, and reporting any unusual or unsafe conditions observed during the inspection to the Department immediately. In the Professionals absence a designee may be appointed. The reports shall be followed up in writing and the Professional shall at all times be safety conscious. Clubhouse maintenance personnel will check in with the Golf Professional daily to discuss any maintenance items of concern regarding the clubhouse area.

p. Promote increased play and income during identified slow-play periods.

q. Provide documentation that dollars were spent to advertise and promote the Golf Course, Pro shop, and/or Clubhouse services.

r. Insure a designated qualified and easily accessible Head Golf Professional or P.G.A. Affiliate for contact with Men's and Ladies' Clubs, Tournament Chairpersons and outside groups.

s. The designated Head Golf Professional must cooperate with and be easily accessible daily by the golfing public and organized groups.

t. The designated Head Golf Professional must communicate with the Golf Course Superintendent on a daily basis regarding course conditions, tournaments, and special events.

u. Equal treatment of all golfers.

v. Handle reservations in a fair and open manner as per City Guidelines.

w. Promote Men's and Ladies' Club memberships and leagues.

x. Attend Men's and Ladies' Club meetings and events.

y. Insure that all signage in and around the clubhouse and Pro Shop is of excellent quality and appearance. All signage must be approved by the Golf Manager.

3.5 Sponsorships. It is in the best interests of both the Professional and the Parks and Recreation Department to support appropriate sponsorship and co-promotional opportunities on the Golf Courses. The Parks and Recreation Department is undertaking a significant marketing and co-promotional program to enhance bottom line revenue for the Parks and Recreation Department by cross-promoting all of the Parks and Recreation Department's assets. To that end, the Parks and Recreation Department has engaged a third party to find and sell sponsorship opportunities with all of the Parks and Recreation Department assets including Golf Courses. If the Parks and Recreation Department determines that it is appropriate to enter into a sponsorship arrangement, the Parks and Recreation Department may do so and may share a percentage of the revenue with the Professional depending on the nature of the sponsorship. If the Professional finds an appropriate sponsorship, the Parks and Recreation Department may agree to enter into an agreement with that sponsor and will share with the Professional the proceeds from that sponsorship. The amount of any sharing will be as agreed to between the Professional and the Golf Manager.

3.6 Management Duties.

a. Professional must be current in the P.G.A. Certification Program.

b. The Golf Professional is responsible for marshaling the Golf Course daily, except during inclement weather, to monitor play and check receipts.

c. Cooperate with the Parks and Recreation Department's Junior program, including testing for knowledge of golf rules and courtesies, and volunteering at least twenty hours to the P.G.A. City-County sponsored Junior golf program. This is either the Professional or his/her Assistant(s).

d. Play in Pro-Ams to give club members an opportunity to participate (Pro and Assistant).

e. Ensure a high caliber, quality staff and instituting an ongoing staff training program, as provided by P.G.A.

f. Develop a successful major area championship on an annual basis at Qualchan Municipal Golf Course.

g. Making a sincere and successful effort to hire persons of color,;

3.7 Cafe/Food Service.

a. The Professional will be responsible for the operation, management, and supervision of the food and beverage concessions in the Clubhouse and for furnishing an adequate stock of food and beverage supplies for the operation of the concessions. The Professional may provide food and beverage services at other locations throughout the Golf Course, with the express consent of the Golf Manager.

b. The Cafe operation shall be friendly, courteous, and efficient, with quality service, food and beverage items and appearance. Staff shall be neat and clean.

c. Prices charged shall be consistent with prices in comparable operations in the area. Menu and prices shall be provided as an Addendum to the agreement.

3.8 Clubhouse.

a. The Parks and Recreation Department will furnish the Professional with a list of Parks and Recreation Department-owned restaurant equipment, which the Professional may choose to use all or part thereof. The Parks and Recreation Department will make repairs to this equipment for the first sixty (60) days of the initial Agreement. Loaned equipment which is deemed useless during this Agreement shall be disposed of by mutual consent. When equipment has to be replaced or repaired, it shall be the responsibility of the Professional. The Parks and Recreation Department shall purchase replaced equipment at the end of the Agreement based on the fair market value.

b. Maintenance of restaurant/food service area. It shall be the responsibility of the Professional to maintain the food service area, including all cleaning and regular maintenance to taps, hoods, plumbing and electrical.

c. The Professional agrees to keep the lavatories in the clubhouse/restaurant open at all times the Golf Course or Clubhouse/restaurant is open for business.

d. The Professional agrees to keep the bulletin/reader board updated monthly and clear of out-of-date notices daily.

e. The Professional will pay for one hundred percent (100%) of all personal telephone, fax and computer plus fifty percent (50%) of Parks and Recreation Department telephone service. The Parks and Recreation Department will pay the gas and electric charges. In recognition of the fact that Professional's telephone access charges are greater than at any other City Golf Course, Parks and Recreation Department agrees that Professional will only be responsible for telephone access charges in an amount equal to the arithmetic average of the telephone access charges at the other three City Golf Courses plus an amount equal to one additional fax and office line.

f. The Parks and Recreation Department encourages capital project improvements by the Professional. Prior to project approval, the Parks and Recreation Department will determine the value of the improvements and will work out a depreciation schedule, where if the Professional leaves prior to the total depreciation of the improvement, Parks and Recreation Department will purchase the remaining value. All improvements will be clearly defined and become an agreed upon addendum to this Agreement.

g. Parks and Recreation Department will pay for the installation of a monitored burglar alarm system at the Clubhouse and the Professional will pay the monthly service charge for the system.

3.9 Golf Carts.

a. The Professional shall make a minimum of sixty (60) golf carts available for rental at the Golf Course, and the carts must be kept in good condition and must be replaced and maintained on a regularly scheduled program. No carts will be more than five years old.

b. The Professional may purchase new golf carts during the term of this Agreement and Parks and Recreation Department agrees to purchase those carts upon expiration or termination of this or subsequent agreements, at appraised price, with the Professional under the terms provided below, and, PROVIDED THAT, the buy-out provisions will apply only under all of the following conditions:

i) Parks and Recreation Department must approve the price prior to the Professional's purchase of the carts, and a copy of the bill of sale must be provided to Parks and Recreation Department;

ii) The carts purchased will be subject to a five-year amortization of the purchase price;

c. Arrangements should be made by the Professional for the fueling of their golf carts.

Section 4. **TERM.** This agreement shall commence on January 1, 2011, and shall terminate December 31, 2013. The Golf Manager may extend this agreement for two (2) additional two (2) year terms. Any extension will be conditioned on the Professional's operation having been satisfactory and not in default.

4.1 **Annual Evaluation.** The Golf Manager will conduct an annual formal written evaluation with the Golf Professional by February 15th of each year. Results of the evaluation will be discussed and shared with the Director of Parks and Recreation.

Section 5. **GOLF MANAGER.** The Golf Manager shall be the designated representative of Parks and Recreation Department for the purpose of supervising and managing the Golf Course grounds and Clubhouse operations, and to insure compliance with the terms of this Agreement. The Professional shall first address all concerns to his designated representative.

5.1 **Maintenance.** Parks and Recreation Department shall be responsible for the maintenance of Golf Course grounds, the driving range and parking area, lighting, flooring, restroom fixtures, plumbing, heating, and air conditioning. The Professional shall be responsible for minor maintenance, and helping with general litter clean-up of the parking area, replacement of light bulbs, minor plumbing on restroom fixtures, and replacement of toilet paper, towels, and soap in the restrooms. Minor repairs and supplies will be done at the sole cost of the Professional.

5.2 **Golf Course Marshal.** Parks and Recreation Department may, at its own cost and expense, provide a golf marshal at the course who shall check that all players have paid the necessary fees and been issued receipts.

5.3 **Rules and Regulations.** The Park Board of Parks and Recreation Department of Spokane shall fix, by resolution, the following:

a. Rules and regulations for the operation of the Golf Course, Golf Pro Shop and Clubhouse, including but not limited to:

i) The minimum number of hours of play for which the course is to be kept open each day and each week; (a reasonable number).

ii) The minimum numbers of hours the Golf Pro Shop and Cafe are to be kept open each day and each week.

iii) The amount of all fees, including but not limited to: Greens fees; locker fees; private cart daily fees, annual private cart permit fees; season ticket fees.

Section 6. **CONSIDERATION PAID TO CITY.**

6.1 Parks and Recreation Department shall be entitled to the following:

a. One percent (1%) of the gross receipts collected from the operation of the driving range.

b. One percent (1%) of gross receipts from rental of golf carts and pull carts.

c. One percent (1%) of gross receipts of Pro Shop sales which include club rentals.

6.2 Cafe Facilities. The consideration paid to Parks and Recreation Department has been established to include the cafe rent.

Section 7. CONSIDERATION PAID TO THE PROFESSIONAL.

7.1 Revenue Sharing. During calendar year 2011, the Golf Manager and the Professional will work together to develop a mutually agreeable revenue incentive program to be effective for the remainder of the term of this Agreement beginning in calendar year 2011. This agreement will be approved by the Director of Parks and Recreation. The goal of this revenue incentive program will be to reward the Professional for increased rounds by sharing with the Professional a percentage of the increased revenue. If the Golf Manager and the Professional are unable to agree on a revenue incentive program by the end of calendar year 2011, the matter will go before the Director of Parks and Recreation. If no agreement can be reached the parties shall submit the issue to a mutually agreeable third party who will create a revenue incentive program that is binding on both parties through the end of this Agreement. In no event may the third party impose a revenue incentive program that shares greater than one percent (1%) of the increased revenue with the Professional.

7.2 Definition of Greens Fees. "Greens fees," as used herein, shall mean the following fees computed after taxes; hotel vouchers; all daily nine hole and eighteen-hole fees for adults and seniors at the posted rate.

7.3 Golf Balls. The Professional will retain the rights to all golf balls located in either Hangman Creek or the five (5) golf course ponds. The Golf Professional will be responsible to collect the balls at least twice a year.

Section 8. COLLECTION OF FEES BY PROFESSIONAL.

8.1 The Professional shall cause to be delivered and deposited in Parks and Recreation Department's designated bank, each Tuesday and Friday during the playing season, and once per week on Tuesday when the Golf Course is closed, all monies collected due and owing to Parks and Recreation Department and all greens fees and pass sales. The Professional may deduct those amounts owed to him as provided in Sections 7.1 a and b. The Professional shall deliver all deposit receipts and required reports to the Park and Recreation Department accounting office by no later than 4:00 p.m. on each Tuesday of each week during the playing season.

8.2 The Professional shall install and maintain a system of records and accounts of fees and gross revenues from which the amounts of fees and gross revenues from all sources can be readily ascertained. The Professional shall permit Parks and Recreation Department, through its designated representatives, to inspect such accounts and all other business records concerning operations at the Golf Course. At the end of the year a copy of the financial report shall be sent to the Parks and

Recreation Department.

8.3 The Professional shall cause to be delivered and deposited in Parks and Recreation Department's designated bank, in the day in which the total is accumulated, at any time during the playing season, monies collected (less amounts to be deducted for the Professional as provided in Sections 7.1 a and b) due and owing to Parks and Recreation Department that total five thousand dollars \$5,000.00 or more.

8.4 All fees and monies collected and received at the Golf Course shall be rung up on Parks and Recreation Department-owned cash register. This includes everything except Pro Shop and Lesson sales.

Section 9. **INDEMNIFICATION, INSURANCE, BOND.**

9.1 Indemnification. Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees, and its agents. Each party shall be responsible for its own negligence and shall defend, indemnify and hold the other party harmless from any loss, liability, damage, death or injury to any person or property, caused from any act or omission of itself, its agents, or employees (including reasonable attorney fees and court costs and amounts paid in settlement and judgment).

9.2 Insurance. The Professional shall throughout the duration of this agreement, provide and maintain at his expense, in forms satisfactory to Parks and Recreation Department a policy or policies for each of the following types of insurance:

a. Combined single limit liability insurance covering bodily injury and property damage in an amount not less than TWO MILLION DOLLARS (\$2,000,000). The insurance shall be on the comprehensive or commercial general liability occurrence form with coverage to include premises liability, golf cart liability, blanket contractual liability, owners and contractors protective liability (covering work performed for the Professional by independent contractors rather than employees), products and completed operations liability, stopgap liability, and the broad form comprehensive general liability endorsement, and, if applicable, liquor liability coverage.

b. Statutory Washington Worker's Compensation Insurance and a minimum of \$100,000.00 Employer's Liability Insurance for all employees of the Professional.

c. Comprehensive automobile liability insurance for owned, hired, and non-owned automobiles in an amount not less than ONE MILLION DOLLARS (\$1,000,000).

d. Professional liability insurance in an amount not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).

e. The Professional shall furnish Parks and Recreation Department with Certificate of Insurance evidencing coverages in items a,b,c, and d above and shall provide an Additional Insured endorsement naming Parks and Recreation Department of Spokane as additional insured under items a and c.

9.3 Bond. The Professional shall continuously maintain at his expense a Surety/Payment Guarantee or employee dishonesty Bond covering collection of fees on the premises for the benefit of Parks and Recreation Department. The bond shall be in an amount not less than TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) and must cover all employees. The Professional must additionally provide broad form money and securities coverage both inside and outside the premises in an amount not less than TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00).

9.4 Proof of the above requirements must be provided to Parks and Recreation Department upon execution of this Agreement. The policies required herein shall provide not less than thirty (30) days' prior written notice to Parks and Recreation Department of any cancellation, expiration, modification, or reduction in coverage or liability limits.

Section 10. INDEPENDENT CONTRACTOR. The parties agree and acknowledge that the Professional is an independent contractor and not the agent or employee of Parks and Recreation Department of Spokane, and that no liability shall attach to Parks and Recreation Department as a result of the acts or omissions of the Professional, his agents or employees. The Professional realizes that Parks and Recreation Department employs other Independent Contractors as Golf Professionals and that each Professional's situation is unique. The compensation for each Professional is negotiated and may differ from other Professionals.

Section 11. TERMINATION.

a. Parks and Recreation Department reserves the right to terminate this agreement upon the failure of the Golf Professional to perform any of the conditions of this agreement. Parks and Recreation Department shall give ten (10) days written notice to the Professional stating the nature of the default. At the end of this ten day period, Parks and Recreation Department shall have the right to:

- i) Enter the Golf Pro Shop and Golf Course and take immediate possession thereof.
- ii) Bring suit for and collect all fees and portions of gross revenue or any other monies required to be paid to Parks and Recreation Department which shall have accrued to the time of termination of the Professional's rights.

b. The Professional is subject to immediate termination if the Professional violates any fiduciary duty to Parks and Recreation Department, for example, by allowing play at less than the posted rates.

c. The Professional may terminate this agreement by giving ninety (90) days written notice. Such notice shall be given to the Director of Parks and Recreation.

Section 12. **TIME TO BE DEVOTED BY PROFESSIONAL.**

A. **General.** The Professional shall devote such time as is necessary to satisfactorily perform his duties pursuant to this agreement. The Professional shall have as primary and first responsibility contractual duties.

B. **Golf Season.** During the golf season, the Professional is expected to be at the golf course on a regular basis, sufficient to meet the reasonable demands of the public and supervisory staff. When the Professional will be away from the golf course for a period exceeding forty-eight (48) hours, notice must be given to the Golf Manager. The head Professional shall endeavor to be available to the public during major tournaments. Time off unrelated to the golf business is discouraged. The Professional's personal tournament schedule shall be submitted to the Golf Manager before the season begins. Any changes to the schedule will also be approved during the season.

C. **Off Season.** During the off season the golf course and clubhouse shall be closed. Should the Professional wish to open the clubhouse, prior approval will be required by the Golf Manager.

Section 13. **REFUSE CHARGES.** Professional will pay the clubhouse refuse bill totally during the playing season. On or before December 1, it will be the responsibility of the Professional to notify, in writing, Parks and Recreation Department and the Solid Waste Management Department to stop regular pick-up and that the service will be changed to an "on-call" basis. The Superintendent will then be responsible for contacting the Solid Waste Management Department when pick-up is necessary. Parks and Recreation Department will pay for these "on-call" services, but only when authorized by the Superintendent. On or before March 1, when the restaurant again reopens, the Professional will be responsible for notifying, in writing, the Solid Waste Management Department to resume regular pick-ups.

The Written communications directed above should be copied and sent to the Golf Manager, 808 West Spokane Falls Boulevard, Fifth Floor - City Hall, Spokane, Washington 99201-3317.

In essence, Parks and Recreation Department will pay for refuse pick-up only during December, January, and February.

Section 14. **TAXES AND FEES.** As an independent contractor, the Professional acknowledges that he is responsible for payment of any local, state, or federal taxes or fees with respect to the Professional's agents and employees and any taxes or licenses

applicable to the Professional's business activity at the Golf Course. The Professional shall pay any applicable taxes related to his use and occupancy of the premises, including, but not limited to the Leasehold Excise Tax required by RCW 82.29A. A monthly rental amount valued at one thousand four hundred sixteen and 67/100 dollars (\$1,416.67) is in effect for the facilities and areas at the time this agreement is executed and will extend until the termination date: unless significant rental value is added to the facilities and areas through new development or renovations resulting in a higher monthly rental amount value. The burden is on the Professional to show that he falls within a legal exemption. If any taxes or fees increase during the term of this agreement, Professional shall be responsible for paying the increase.

Section 15. **ASSIGNMENT**. The Professional may not assign, transfer or sublease all or any part of his responsibilities, operations or interests under this agreement without the express written consent of the Park Board of the Parks and Recreation Department. Any unauthorized assignment, sublease or transfer by the Professional shall be void and shall terminate this agreement at the option of Parks and Recreation Department.

Section 16. **SEVERABILITY**. In the event any one or more of these agreements and covenants are held invalid by a court of competent jurisdiction, they shall be severed and this contract shall not be voided in its entirety. This agreement shall then be interpreted as if such invalid agreements and covenants were not contained herein.

Section 17. **ANTI-KICKBACK**. No officer or employee of Parks and Recreation Department shall have any interest, direct or indirect, in any agreement, sub agreement or their proceeds for work performed in connection with this Agreement. Professional shall incorporate a provision prohibiting such an interest in all subcontracts.

Section 18. **NONWAIVER**. Waiver by Parks and Recreation Department of any rights hereunder in any one instance shall not be deemed a waiver by Parks and Recreation Department in any subsequent instance to insist on full performance of the terms of this agreement.

Section 19. **LIENS**. The Professional agrees that he shall pay, or cause to be paid, all costs and expenses for work done and materials delivered to the premises and shall keep the premises free and clear of all liens for work performed thereon.

Section 20. **DISPUTES**. Should situations arise which cannot be resolved by the Professional and the Golf Manager, these questions shall be referred for determination to the Director of Parks and Recreation. If there is still an unresolved issue it shall go to the Golf Committee of the Park Board and shall be subject to the final resolution by the Park Board as a whole. Any resolution shall not be deemed a waiver by either party to any action in law or equity.

Section 21. **NONDISCRIMINATION**. No individual shall be excluded from

participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

Section 22. **AUDIT/RECORDS.** The Professional and his subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Professional and its subcontractors shall provide access to authorized City representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, federal law shall prevail.

PARKS AND RECREATION DEPARTMENT

Approved by the City of Spokane Park Board January 13, 2011.



President



Secretary



Golf Manager



GOLF PROFESSIONAL

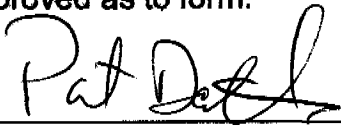


MARK GARDNER

Attest: 

City Clerk

Approved as to form:



Assistant City Attorney

CERTIFICATE OF LIABILITY INSURANCE

OP ID KW
MARKS-1

DATE (MM/DD/YYYY)
02/03/10

PRODUCER

Wheat & Associates Insurance
P.O. Box 3548
Spokane WA 99220-3548
Phone: 509-922-2937 Fax: 509-922-4103

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Marks Golf Inc
Qualchan Restaurant
301 Meadowlane
Spokane WA 99204

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **American States Ins. Co.**
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR MOD LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	02CE004550	03/01/10	03/01/11	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 1,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	01SU348240	03/01/10	03/01/11	EACH OCCURRENCE	\$ 1000000
						AGGREGATE	\$ 1000000
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER Crime Employee Dishonest	02CE004550	03/01/10	03/01/11	Coverage	10000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 City of Spokane / Parks and Recreation Department of Spokane to be named additional insured re: All operations

CERTIFICATE HOLDER

CITY OF

City of Spokane
W 808 Spokane Falls Blvd
Spokane WA 99201

CANCELLATION

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AGENT REPRESENTATIVE

COPY

ACORD

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY) 02/03/10

PRODUCER

Wheat & Associates Insurance
P.O. Box 3548
Spokane WA 99220-3548

Dave N. Wheat
Phone: 509-922-2937 Fax: 509-922-4103

INSURED

Marks Golf Inc
Qualchan Restaurant
E 301 Meadowlane
Spokane WA 99204

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COMPANIES AFFORDING COVERAGE

COMPANY A American States Ins. Co.

COMPANY B

COMPANY C

COMPANY D

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY CAUSES OF LOSS BASIC BROAD <input checked="" type="checkbox"/> SPECIAL EARTHQUAKE FLOOD	02CE004550	03/01/10	03/01/11	BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP <input checked="" type="checkbox"/> BUS PERS PROP <input checked="" type="checkbox"/> Ded	\$ \$ \$ \$ \$ \$ \$ \$ 113,840 \$ 250
A	<input checked="" type="checkbox"/> INLAND MARINE TYPE OF POLICY CAUSES OF LOSS NAMED PERILS OTHER CRIME TYPE OF POLICY	02CE004550	03/01/10	03/01/11	<input checked="" type="checkbox"/> Misc equipment <input checked="" type="checkbox"/> Ded	\$ 169,775 \$ 250 \$ \$ \$ \$
	BOILER & MACHINERY					\$ \$
	OTHER					\$

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY Location: 1 Building: 1
301 E Meadowlane Rd, Spokane, Wa 99224

SPECIAL CONDITIONS/OTHER COVERAGES
Certificate Holder is loss payee with respects: Business Personal Property and Inventory

BANNERB

Banner Bank
PO Box 1589
Bothell WA 98041

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

COPY STATIVE

CERTIFICATE OF LIABILITY INSURANCE

OP ID KW
MARKS-1

DATE (MM/DD/YYYY)
02/03/10

PRODUCER

Wheat & Associates Insurance
P.O. Box 3548
Spokane WA 99220-3548
Phone: 509-922-2937 Fax: 509-922-4103

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INSURED

Marks Golf Inc
Qualchan Restaurant
301 Meadowlane
Spokane WA 99204

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **American States Ins. Co.**
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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INSR ADD'LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	02CE004550	03/01/10	03/01/11	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (EA occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000				
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	01SU348240	03/01/10	03/01/11	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Crime Employee Dishonest	02CE004550	03/01/10	03/01/11	Coverage 10000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 City of Spokane / Parks and Recreation Department of Spokane to be named additional insured re: All operations

CERTIFICATE HOLDER

CANCELLATION

CITY OF

 City of Spokane
 W 808 Spokane Falls Blvd
 Spokane WA 99201

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AGENT'S REPRESENTATIVE


COPY

gm

ACORD

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY) 02/03/10

PRODUCER

Wheat & Associates Insurance
P.O. Box 3548
Spokane WA 99220-3548

Dave N. Wheat
Phone: 509-922-2937 Fax: 509-922-4103

INSURED

Marks Golf Inc
Qualchan Restaurant
E 301 Meadowlane
Spokane WA 99204

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	BOILER & MACHINERY					\$ \$
	OTHER					\$

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY Location: 1 Building: 1
301 E Meadowlane Rd, Spokane, Wa 99224

SPECIAL CONDITIONS/OTHER COVERAGES
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BANNERB

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COPY ATIVE

11-17-11
983



Minor Contract Summary

OPR # 2011-0056
Cross Ref (2011)
Destruct Date ↓

Incomplete submissions will be returned to the Requester until all requirements are met.
(Summary to be printed on green paper)

CR # _____

Date: 11-16-11

Type of Contract:

- New Contract
 Renewal
 Amendment
 Extension
 Public Works
 Other

Contractor/
 Consultant/
 Vendor

Name: Mark Gardner
 Address: 301 East Meadowlane
 City, State, Zip: Spokane, WA 99220
 Remittance Address: SAME
 City, State, Zip
 Phone: 448-9317
 E-Mail: mgardner@spokanecity.org

RECEIVED
 NOV 17 2011
 CITY CLERK'S OFFICE
 SPOKANE, WA

Summary of Services

Pursuant to Section 7.1 of the Concession Agreement for the Operation of Qualchan Golf Course, dated January 13, 2011, the Professional and the Parks and Recreation Department may enter into an agreement for a revenue incentive program. The parties have met and agreed to such a program and the amount of the revenue incentive, see attached agreement.

Amount: Check if tax is included

Budget Code: 4600-55500-76670-36281

Funding Source if not Dept. Budget (e.g. CD, Dept. of Justice, Federal, etc):

Beginning Date: 11/16/2011 Expiration Date: 12/31/2012 Open-Ended:

- Quotes (per Purchasing Policy) W-9 (for new contractors/consultants/vendors)
 City of Spokane Business License # _____ Insurance Certificate

Department Verification Statement: My signature below verifies above documentation has been included with this document, and if a public works contract, vendor has been notified of State Law requirements.

Paul S. McKinzie-Lewis
 Requester

- Division Manager Pamela McKinzie-Lewis
 Type Name
 Director of Parks and Recreation Leroy Eadie

[Signature]
 Initials
[Signature]
 Initials

Funds are available in the appropriate budget account:
 Accountant Judy Moss

[Signature]
 Initials

Distribution List: By: _____ Date: _____

Parks and Recreation	Additional Dept.
Park Accounting	Additional Dept.

Risk Management Pam Schroeder	Contractor: Mark Gardner
Taxes & Licensing	E-mail: mgardner@spokanecity.org

AGREEMENT

Pursuant to Section 7.1 of the Concession Agreement for the Operation of Qualchan Golf Course, dated January 13, 2011, the Professional and the Parks and Recreation Department may enter into an agreement for a revenue incentive program. The parties have met and agreed to such a program and the amount of the revenue incentive.

For calendar years 2011-2012, the Professional will be entitled to revenue sharing calculated on the number of paid rounds of golf at Qualchan, based on the average number of rounds played per year for the last ten years. For calendar years 2011-2012, the average number of total rounds per year used to calculate revenue sharing is 36,001. Therefore, revenue sharing for calendar years 2011-2012 will be calculated as follows: *mk p.d. etc*

If the total number of rounds in a calendar year is greater than 36,000/year but less than 37,001 rounds per year, the Professional will receive 10% of the increased revenue from those rounds.

If the total number of rounds in a calendar year is greater than 37,000/year but less than 38,001 rounds per year, the Professional will receive 20% of the increased revenue from all rounds greater than 36,000.

If the total number of rounds in a calendar year is greater than 38,000/year, the Professional will receive 30% of the increased revenue from all rounds greater than 36,000.

Every two years during the term of the Concession Agreement, the parties will meet and determine the parameters for revenue sharing for the next two calendar years. If the ten-year average number of total rounds per year decreases, the benchmark minimum number of total rounds played in a calendar year in order to participate in revenue sharing shall decrease to reflect the decrease in the average number of rounds played. Similarly, if the ten-year average number of total rounds per year increases, the benchmark minimum number of total rounds played in a calendar year in order to participate in revenue sharing will increase to reflect the increase in the average number of rounds played. If the average number of rounds played per year increases by more than 500 rounds, the starting point for revenue sharing will be adjusted upward.

Dated this 16th day of November, 2011.

Professional: *Mark Gardner*
Mark Gardner

City of Spokane Golf Manager: *Pamela S. McKinzie-Lewis*
Pamela McKinzie-Lewis

Approved: *[Signature]*
Director of Parks and Recreation



Approved as to form: *[Signature]*
Assistant City Attorney

Attest: *[Signature]*
Spokane City Clerk

MDC
3-23-10

2019

AGENDA SHEET FOR PARK BOARD MEETING OF: March 11, 2010

Submitting Division: Contact Person Pamela McKinzie Phone No. 625-4653



COMMITTEE

- Riverfront
- Golf
- Recreation
- Land
- Urban Forestry
- North Bank Ad-Hoc
- Finance

RECEIVED

MAR 12 2010

CITY CLERK'S OFFICE
SPOKANE, WA

CLERK'S FILE
RENEWS
CROSS REF
ENG
BID
REQUISITION

OPR-2010-0220

CR 10584

AGENDA WORDING:

Contract with Rex Schultz, Golf Professional to operate the Concession Agreement for Esmeralda Golf Course for specified percentages.

BACKGROUND:

(Attach additional sheet if necessary)

The term of this contract is from January 1, 2010 to December 31, 2012. The Director of Parks may extend this contract for an additional two year term if the Golf Professional's operation has been satisfactory and not in default. This agreement was approved by the Spokane Park Board on March 11, 2010.

RECOMMENDATION: Approve Concession Agreement

Fiscal Impact:	Budget Account
Expenditure: \$8000.00	4600-55300-76680-54101
Revenue: \$1000.00	4600-55300-76670-36281
Budget neutral:	

ATTACHMENTS: Include in Packets:
On file for Review in Office of City Clerk:

SIGNATURES:

Requestor

Parks Accounting

Legal Department

Director of Parks and Recreation

DISTRIBUTION: Parks, Judy Moss
Taxes & License, Lisa Dillman

Parks, Pamela McKinzie
Parks, Leroy Eadie

Golf Professional, Rex Schultz
Risk Manager, Pam Schroeder

PARK BOARD ACTION:

APPROVED BY

SPOKANE PARK BOARD:

March 11, 2010

PARK BOARD

OPR 2010-0220

**AGREEMENT FOR OPERATION
OF
THE ESMERALDA MUNICIPAL GOLF COURSE**

THIS AGREEMENT made and entered into this 11th day of March 2010, by and between the Spokane Parks and Recreation Department, a municipal corporation of the State of Washington, hereinafter referred to as "Parks and Recreation Department," and Rex Schultz, Golf Professional, hereinafter referred to as "Professional."

WHEREAS, the Parks and Recreation Department is the owner of Esmeralda Municipal Golf Course, which ownership includes the land upon which said Golf Course is located, the buildings and other improvements which are a part thereof; and

WHEREAS, the services of a Golf Professional at Esmeralda Municipal Golf Course are desired to operate the concession to provide Golf Professional services during the playing season; and

WHEREAS, the Parks and Recreation Department wishes to contract with the Professional for operation of the Clubhouse facilities, Restaurant/Coffee Shop, Pro Shop, and Practice Range;

NOW, THEREFORE, pursuant to the requirements of the Charter of the Parks and Recreation Department, and in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. **CONTRACT DOCUMENTS.** This Agreement, and the Rules and Regulations for the Performance of Golf Professional Services constitute the contract documents, PROVIDED THAT, specific federal, state, and local requirements and the terms of this Agreement, respectively, supersede other inconsistent provisions. The contract documents are incorporated into this Agreement as fully as if they were set forth herein.

Section 2. **CONCESSION AND LEASE GRANTED.** The Parks and Recreation Department hereby grants to the Professional the concession to operate the clubhouse facilities, pro shop, practice range and the restaurant at Esmeralda Municipal Golf Course located at 3933 East Courtland Spokane, Washington.

2.1 **The Concession Premises.** The concession shall be conducted on the golf course known as the Esmeralda Municipal Golf Course,

2.2 **Condition of Premises.** The Professional has inspected and examined the premises and all facilities and fixtures thereon and accepts the same in their present

premises and all facilities and fixtures thereon and accepts the same in their present condition. The Professional shall not make any alterations, changes, or additions to the clubhouse facilities, pro shop, practice range, restaurant, or any other property or facility, or to any fixtures or equipment owned by the Parks and Recreation Department without written consent of the Golf Manager. The Professional shall not commit, permit, or allow any nuisance, waste, or injury in, upon, or to the Golf Course, or permit the use of the Golf Course for any illegal or immoral purpose.

Section 3. **OPERATING RESPONSIBILITIES OF PROFESSIONAL.** The following duties and responsibilities shall be the obligation of the Professional and his agents and employees.

3.1 **Lessons.** To use the practice range and to give competent golf instruction to all groups and levels of public players and make charges therefore. The Professional, or other PGA/LPGA qualified golf instructor, must be available to conduct lessons. Lessons will ONLY be taught by PGA, LPGA members or apprentices in good standing with their respective organizations.

3.2 **Men's and Ladies' Clubs.**

a. The Professional must offer a minimum of one clinic per season for each Men's and Ladies' Clubs.

b. The Professional must strive to increase active membership in the Men's and Ladies' Clubs.

3.3 **Practice Range.**

a. The Professional must supply 1,000 dozen top-quality, clean range balls at all times during the golfing season.

b. Range balls must be picked up daily to ensure availability and must be easily accessible to the golfing public.

3.4 **Pro Shop.**

a. The Professional must display, sell, rent, and otherwise supply to the public all golf goods, clothing, merchandise, golf equipment, golf pull carts and golf cars, all of which will be of good quality, diversity, attentive upkeep, and kept up to date.

b. The Pro Shop must be staffed with at least two people during prime time to meet, without delay, the needs of the golfing public. Prime time shall be described as 7:00 a.m., to 5:00 p.m., April 1 through October 1. The shop must be OPEN and staffed no later than daylight at all times during the season.

c. Pro Shop employees must be friendly, well-dressed, and courteous to

golfers, maintain a neat appearance, exercise good public relations skills, become familiar with regular customers' names and have good phone mannerisms. Employees will not be allowed to use tobacco products of any kind while on shift. Professional will ensure all employees maintain a high level of customer service.

d. Prices charged for sale, rental, or repair of equipment and merchandise will be consistent with prices comparable with other golf courses in Spokane.

3.4 General Responsibilities.

a. Cooperate with the Golf Manager.

b. Explain and support Parks and Recreation Department policies to staff and golfing public.

c. Regulate the play and conduct of all persons on the golf course, including keeping off trespassers and preventing injury to the golf course by players and others during the golfing season.

d. Enforce all rules and operations established by the Park Board of the Parks and Recreation Department, including adherence to the free play policy approved by the Park Board.

e. Collect all fees, issuing receipts for greens fees, range balls, cart rentals, Pro Shop sales and cafe items, sign golfers in, and weekly transfer of fees and/or payments to the Parks and Recreation Department.

f. Report tournament schedules to the Golf Manager each month.

g. Close the Clubhouse/restaurant, with heat turned down to 60 degrees when course is unplayable due to weather conditions.

h. Provide and staff a starter for the 1st tee when deemed necessary. Professional needs to be available to the public golfers.

i. Keeping the Golf Course open for the prescribed hours of play as described in the Golf Operations Manual.

j. All services rendered by the Professional shall be in accordance with the PGA Code of Ethics.

k. The Professional shall provide competent personnel necessary for such operations and shall supervise them in their work and shall pay them for their services at the Professional's sole cost and expense. Staff must include two Class "A" Assistants or Apprentices. No staff under 21 years of age will be allowed at the desk during the day until 6:00 p.m., unless approved by the Golf Manager. Desk staff will be

over 19 years of age after 6:00 p.m., unless approved by the Golf Manager.

l. The Professional shall not employ or allow family members or relatives of self and/or family members of City Golf staff maintenance to participate in the operation of the golf course, clubhouse, restaurant and golf professional activities in any manner without the specific written approval of the Golf Manager and Park Board. Personnel employed by the Professional shall not engage in conduct injurious to the interests of the Parks and Recreation Department in having an efficient and successful operation at the Golf Course.

m. The Professional shall not conduct any business or social activity on the Golf Course premises, or use the Golf Course, Clubhouse, restaurant or Golf Pro Shop for any other purpose without first having obtained the express written consent of the Golf Manager. All outside activities on Golf Course premises need approval and revenue received will be divided with the Professional receiving ninety percent (90%) and the Parks and Recreation Department ten percent (10%).

n. The Professional shall not be otherwise employed or engaged in other business which is in conflict with the responsibilities and duties of the Professional under this Agreement without the express written consent of the Golf Manager

o. Make a daily physical inspection of the Clubhouse/restaurant, adjacent Parks and Recreation Department grounds, and Golf Course during the playing season, and reporting any unusual or unsafe conditions observed during said inspection to the Golf Manager immediately. Such reports shall be followed up in writing and the Professional shall at all times be safety conscious. Clubhouse maintenance personnel will check in with the Golf Professional daily to discuss any maintenance items of concern regarding the clubhouse/restaurant area.

p. Promote increased play and income during identified slow-play periods.

q. Provide documentation that dollars were spent to advertise and promote the Golf Course, Pro shop, and/or Clubhouse/Restaurant services.

r. Designate a qualified and easily accessible Golf Professional or PGA affiliate for contact with Men's and Ladies' Clubs, Tournament Chairpersons and outside groups.

s. The Head Golf Professional must cooperate with and be easily accessible daily by the golfing public and organized groups.

t. The Head Golf Professional or his/her designee must communicate with the Golf Course Superintendent or designee on a daily basis regarding course conditions, tournaments, and special events.

u. Equal treatment of all golfers.

v. Handle reservations in a fair and open manner as per Parks and Recreation Department guidelines.

w. Promote Men's and Ladies' Club memberships and leagues.

x. Show verifiable promotion of attracting more tournaments to Esmeralda Municipal Golf Course on an annual basis.

y. Attend Men's and Ladies' Club meetings and events.

z. Ensure that all signage in and around the clubhouse/restaurant and Pro Shop is of excellent quality and appearance. All signage must be approved by the Golf Manager.

3.5 Sponsorships. It is in the best interests of both the Professional and the Parks and Recreation Department to support appropriate sponsorship and co-promotional opportunities on the Golf Courses. The Parks and Recreation Department is undertaking a significant marketing and co-promotional program to enhance bottom line revenue for the Department by cross-promoting all of the Departments assets. To that end, the Department has engaged a third party to find and sell sponsorship opportunities with all of the Parks and Recreation Department assets including Golf Courses. If the Parks and Recreation Department determines that it is appropriate to enter into a sponsorship arrangement, the Parks and Recreation Department may do so and may share a percentage of the revenue with the Professional depending on the nature of the sponsorship. If the Professional finds an appropriate sponsorship, the Parks and Recreation Department may agree to enter into an agreement with that sponsor and will share with the Professional the proceeds from that sponsorship. The amount of any sharing will be as agreed to between the Professional and the Golf Manager.

3.6 Management Duties.

a. Professional must be current in the PGA Certification Program.

b. Marshal the Golf Course daily, except during inclement weather and obvious slow times, to monitor play and check receipts.

c. Cooperate with the Parks and Recreation Department's Junior program, including testing for knowledge of golf rules and courtesies, and providing a qualified PGA/LPGA instructor for the Parks and Recreation Department - City sponsored Junior golf program. This is either the Professional or his/her Assistant(s).

d. Play in Pro/Ams to give club members an opportunity to participate (Pro and Assistant).

e. Ensure a high-caliber, quality staff and instituting an ongoing staff-training program, as provided by PGA.

f. Make a sincere effort to hire diverse workforce, in keeping with the City of Spokane's minority employment goals.

3.7 Restaurant/Food Service.

a. The Professional will be responsible for the operation, management, and supervision of the food and beverage concessions in the Clubhouse/Restaurant and for furnishing an adequate stock of food and beverage supplies for the operation of the restaurant. The Professional may provide food and beverage services at other locations throughout the Golf Course, with the express written consent of the Golf Manager.

b. The Cafe operation shall be friendly, courteous, and efficient, with quality service, food and beverage items and clean appearance. Staff shall be neat and clean.

c. Prices charged shall be consistent with comparable operations in the area. Menu and prices shall be provided as an Addendum to the Agreement.

3.8 Pro shop, Clubhouse/restaurant maintenance.

a. The Parks and Recreation Department will furnish the Professional with a list of Parks and Recreation Department-owned restaurant equipment, which Professional may choose to use all or part thereof. The Parks Department will make repairs to this equipment for the first sixty (60) days of the initial Agreement. Loaned equipment which is deemed useless during this Agreement shall be disposed of by mutual consent. When equipment has to be replaced or repaired, it shall be the responsibility of the Professional. The Parks and Recreation Department shall purchase replaced equipment at the end of the Agreement based on the fair market appraised value.

b. Maintenance of restaurant/food service area. It shall be the responsibility of the Professional to maintain the food service area, including all cleaning and regular maintenance to taps, hoods, plumbing and electrical.

c. The Professional shall be responsible for providing routine maintenance and janitorial services for the Golf Clubhouse/restaurant and Pro Shop. The janitorial services shall include, but not be limited to: Cleaning of windows (inside and outside), shampooing and cleaning carpets twice a year, annual cleaning of chairs, daily maintenance of lavatories, washbasins, other interior furnishing, equipment, and fixtures. The Professional agrees to keep the Pro Shop, Clubhouse, and restaurant in a clean and sanitary condition at all times to the satisfaction of the Parks and Recreation Department.

d. The Professional agrees to keep the lavatories in the clubhouse/restaurant open at all times the Golf Course or Clubhouse/restaurant is open for business.

e. The Professional agrees to keep the bulletin/reader board updated monthly and clear of out-of-date notices daily.

f. The Professional will be responsible for 100% of all personal telephone, fax, computer equipment and services. Additionally, the Professional will be responsible for 50% of the Parks and Recreation Department telephone service. The Parks and Recreation Department will pay the gas and electric charges.

g. The Parks and Recreation Department encourages capital project improvements by the Professional. Prior to project approval the Parks and Recreation Department will determine the value of the improvement and will work out a depreciation schedule, where if the Professional leaves prior to the total depreciation of the improvement the Parks and Recreation Department will purchase the remaining value. All improvements will be clearly defined and become an agreed upon written addendum to this Agreement.

h. The Parks and Recreation Department will pay for the installation of a monitored burglar alarm system at the Clubhouse/restaurant and the Professional will pay the monthly service charge for the system.

3.9 Golf Carts.

a. The Professional shall make forty (40) golf carts available for rental at the Golf Course, and the carts must be kept in good condition and must be replaced and maintained on a regularly scheduled program. Carts will not be more than five years old.

b. The Professional may purchase or lease new golf carts during the term of this Agreement and the Parks and Recreation Department agrees to purchase or assume lease of those carts upon expiration or termination of this or subsequent agreements, at appraised price, with the Professional under the terms provided below, and, PROVIDED THAT, the buy-out provisions will apply only under all of the following conditions:

i) The Parks and Recreation Department must approve the price prior to the Professional's purchase of the carts, and a copy of the bill of sale must be provided to the Parks and Recreation Department;

ii) The carts purchased will be subject to a five-year amortization of the purchase price;

c. Arrangement should be made by the Professional for fueling of the golf carts. Professional may choose to provide his/her own fuel which must be from an approved above ground fuel tank. If Professional installs his/her own tank, location must be approved by the Parks and Recreation Department.

Section 4. **TERM.** This Agreement shall commence on January 1, 2010 and shall terminate December 31, 2012. The Golf Manager, with the approval of the Park Board may extend this contract for up to two additional two-year terms. Any extension will be conditioned on the Professional's operation having been satisfactory and not in default.

4.1 **Annual Evaluation.** The Golf Manager will conduct an annual formal written evaluation with the Golf Professional no later than February 15th. Results of the evaluation will be discussed and shared with the Golf Committee.

Section 5. **GOLF MANAGER.** The Golf Manager shall be the designated representative of the Parks and Recreation Department for the purpose of supervising and managing the Golf Course grounds, Clubhouse/Restaurant operations, and to ensure compliance with the terms of this Agreement. The Professional shall first address any concerns to the Golf Manager.

5.2 **Maintenance.** The Parks and Recreation Department shall be responsible for the maintenance of Golf Course grounds, the practice range, parking area, lighting, flooring, restroom fixtures, plumbing, heating, and air conditioning. The Professional shall be responsible for minor maintenance, helping with general litter clean up of the parking area, replacement of light bulbs, minor plumbing of restroom fixtures, and replacement of toilet paper, towels, and soap in the restrooms. Minor repairs and supplies will be done at the sole cost of the Professional.

5.3 **Golf Course Marshal.** The Parks and Recreation Department may, at its own cost and expense, provide a golf marshal at the course who shall ensure all players have paid the necessary fees and been issued receipts as well as provide other customer service as directed by the Golf Manager.

5.4 **Rules and Regulations.** The Park Board of the Parks and Recreation Department shall fix, by resolution, rules and regulations for the operation of the Golf Course, Golf Pro Shop and Clubhouse/restaurant, including but not limited to minimum number of hours of play for which the course is to be kept open each day and each week; (a reasonable number), minimum numbers of hours the Golf Pro Shop and Cafe are to be kept open each day and each week, amount of all fees, including but not limited to Greens fees; private cart daily fees, annual private cart permit fees and season ticket fees.

Section 6. **CONSIDERATION PAID TO PARKS AND RECREATION.**

6.1 Parks and Recreation Department shall be entitled to the following:

- a. 1% of gross receipts from the operation of the practice range.
- b. 1% of gross receipts from rental of golf carts and pull carts.
- c. 1% of gross receipts from Pro Shop sales which include club rentals.

6.2 Café Facilities. The consideration paid to the Parks and Recreation Department has been established to include the café rent.

Section 7. **CONSIDERATION PAID TO THE PROFESSIONAL.**

7.1 The Professional shall be entitled to the following:

- a. 7 % of all greens fees
- b. A set fee paid per person for Parks and Recreation sponsored golf lessons to be determined prior to the beginning of the lessons.

7.2 Definition of Green Fees: The professional shall be entitled to the following amounts of green fees earned at Esmeralda Municipal Golf Course. Green fees as used herein shall mean the following fees computed after taxes. All daily nine, eighteen hole and extra nine fees for adults, seniors and juniors; posted and discounted as well as 10 play passes and hotel pass vouchers redeemed at Esmeralda Municipal Golf Course.

Section 8. **COLLECTION OF FEES BY PROFESSIONAL.**

8.1 The Professional shall cause to be delivered and deposited in the Parks and Recreation Department designated bank, on each Tuesday no later than 4:00 p.m. during the playing season, and when the Golf Course is closed, all monies collected due and owing to the Parks and Recreation Department and all greens fees and season ticket sales. The professional may deduct those amounts owed to him as provided in Section 7.1 a.

8.2 The Professional shall install and maintain a system of records, accounts of fees and gross revenues from which the amounts of fees and gross revenues from all sources can be readily ascertained. The Professional shall permit the Parks and Recreation Department through its designated representatives, to inspect such accounts and all other business records concerning operations at the Golf Course. At the end of the year, a financial report shall be sent to the Parks and Recreation Department.

8.3 The Professional shall cause to be delivered and deposited in the Parks and Recreation Department designated bank, in the day in which the total is

accumulated, at any time during the playing season, monies collected due and owing to the Parks and Recreation Department that total \$5,000.00 or more.

8.4 All fees and monies collected and received at the Golf Course shall be rung up on the Parks and Recreation Department owned point of sale.

Section 9. **INDEMNIFICATION, INSURANCE, BOND.**

9.1 Indemnification. Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees, and its agents. Each party shall be responsible for its own negligence and shall defend, indemnify and hold the other party harmless from any loss, liability, damage, death or injury to any person or property, caused from any act or omission of itself, its agents, or employees (including reasonable attorney fees and court costs and amounts paid in settlement and judgment).

9.2 Insurance. The Professional shall throughout the duration of this Agreement, provide and maintain at his expense, in forms satisfactory to the Parks and Recreation Department a policy or policies for each of the following types of insurance:

a. Combined single limit liability insurance covering bodily injury and property damage in an amount not less than TWO MILLION DOLLARS (\$2,000,000). Said insurance shall be on the comprehensive or commercial general liability occurrence form with coverage to include premises liability, golf cart liability, blanket contractual liability, owners and contractors protective liability (covering work performed for the Professional by independent contractors rather than employees), products and completed operations liability, stopgap liability, and the broad form comprehensive general liability endorsement, and liquor liability coverage.

b. Statutory Washington Worker's Compensation Insurance and a minimum of ONE MILLION DOLLARS (\$1,000,000) Employer's Liability Insurance for all employees of the Professional.

c. Comprehensive automobile liability insurance for owned, hired, and non-owned automobiles in an amount not less than ONE MILLION DOLLARS (\$1,000,000).

d. Professional liability insurance in an amount not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).

e. The Professional shall furnish Parks and Recreation Department with Certificate of Insurance evidencing coverages in items a,b,c, and d above and shall provide an Additional Insured endorsement naming the Parks and Recreation Department of Spokane as additional insured under items a and c.

f. The Professional, at the Professional's option may purchase and maintain

such insurance as will insure the Professional against loss of use of the Professional's and Parks and Recreation Department property due to fire or other hazards, however caused. The Professional waives all rights of action against the Parks and Recreation Department for loss of use of the Parks and Recreation Department and Professional's property, including consequential losses due to fire or other hazards however caused.

9.3 Bond. The Professional shall continuously maintain at his expense a surety/payment guarantee or employee dishonesty bond covering collection of fees on the premises for the benefit of the Parks and Recreation Department. The bond shall be in an amount not less than TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000) and must cover all employees. The Professional must additionally provide broad form money and securities coverage both inside and outside the premises in an amount not less than TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000).

9.4 Proof of the above requirements must be provided to the Parks and Recreation Department upon execution of this Agreement. The policies required herein shall provide not less than thirty (30) days prior written notice to the Parks and Recreation Department of any cancellation, expiration, modification, or reduction in coverage or liability limits.

Section 10. INDEPENDENT CONTRACTOR. The parties agree and acknowledge that the Professional is an independent contractor and not the agent or employee of the Parks and Recreation Department or City of Spokane, and that no liability shall attach to the Parks and Recreation Department or City of Spokane as a result of the acts or omissions of the Professional, his agents or employees. The Professional realizes that the Parks and Recreation Department employs other independent contractors as Golf Professionals and that each Professional's situation is unique. The compensation for each Professional is negotiated and may differ from other Professionals.

Section 11. TERMINATION.

a. The Parks and Recreation Department reserves the right to terminate this Agreement upon the failure of the Golf Professional to perform any of the conditions of this Agreement. The Parks and Recreation Department shall give ten (10) days written notice to the Professional stating the nature of the default. At the end of this ten-day period, the Parks and Recreation Department shall have the right to:

i) Enter the Golf Pro Shop and Golf Course and take immediate possession thereof.

ii) Bring suit for and collect all fees and portions of gross revenue or any other monies required to be paid to the Parks and Recreation Department, which shall have accrued to the time of termination of the Professional's rights.

b. The Professional is subject to immediate termination if the Professional

violates any fiduciary duty to the Parks and Recreation Department, for example, by allowing play at less than the posted rates.

c. The Professional is subject to immediate termination if the Professional or any employee is found to be in violation of food service regulations and/or alcohol service regulations/laws.

d. The Professional may terminate this Agreement by giving 90 days written notice. Such notice shall be given to the Golf Manager.

Section 12. **TIME TO BE DEVOTED BY PROFESSIONAL.**

a. General. The Professional shall devote such time as is necessary to satisfactorily perform his duties pursuant to this Agreement. The Professional shall have as primary and first responsibility contractual duties.

b. Golf Season. During the golf season, the Professional is expected to be at the golf course on a regular basis, sufficient to meet the reasonable demands of the public and supervisory staff. When the Professional will be away from the golf course for a period exceeding forty-eight (48) hours, written notice must be given to the Golf Manager. The Head Professional shall endeavor to be available to the public during major tournaments. Time off unrelated to the golf business is discouraged. The Professional's personal tournament schedule shall be submitted to the Golf Manager before the season begins. Any changes to the schedule will also be submitted during the season.

c. Off Season. During the off-season the golf course and clubhouse/restaurant shall be closed. Should the Professional wish to open the clubhouse/restaurant, to support winter activities, prior approval will be required by the Golf Manager.

Section 13. **REFUSE CHARGES.** Professional will pay the clubhouse/restaurant refuse bill during the playing season. On or before December 1, it will be the responsibility of the Professional to notify, in writing, the City Solid Waste Management Department to stop regular pick-up and that the service will be changed to an "on-call" basis. The Superintendent will then be responsible for contacting the Solid Waste Management Department when pick-up is necessary. The Parks and Recreation Department will pay for these "on-call" services, when authorized by the Superintendent. On or before March 1, when the restaurant again reopens, the Professional will be responsible for notifying, in writing, the Solid Waste Management Department to resume regular pick-ups

In essence, the Parks and Recreation Department pays for refuse pick-up only during December, January, and February.

The Written communications directed above should be copied and sent to the

Golf Manager, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

Section 14. **TAXES AND FEES.** As an independent contractor, the Professional acknowledges that he is responsible for payment of any local, state, or federal taxes or fees with respect to the Professional's agents and employees and any taxes or licenses applicable to the Professional's business activity at the Golf Course. The Lessee shall pay any applicable taxes related to its use and occupancy of the premises, including, but not limited to the Leasehold Excise Tax required by RCW 82.29A. The burden is on the Lessee to show that it falls within a legal exemption.

Section 15. **ASSIGNMENT.** The parties acknowledge and agree that the Professional may not assign, transfer or sublease all or any part of his responsibilities, operations or interests under this Agreement without the express written consent of the Park Board. Any unauthorized assignment, sublease or transfer by the Professional shall be void and shall terminate this Agreement at the option of the Parks and Recreation Department.

Section 16. **SEVERABILITY.** In the event any one or more of these agreements and covenants are held invalid by a court of competent jurisdiction, they shall be severed and this Agreement shall not be voided in its entirety. This Agreement shall then be interpreted as if such invalid agreements and covenants were not contained herein.

Section 17. **ANTI-KICKBACK.** No officer or employee of the Parks and Recreation Department shall have any interest, direct or indirect, in any agreement, sub agreement or their proceeds for work performed in connection with this Agreement. Professional shall incorporate a provision prohibiting such an interest in all subcontracts.

Section 18. **NONWAIVER.** Waiver by the Parks and Recreation Department of any rights hereunder in any one instance shall not be deemed a waiver by Parks and Recreation Department in any subsequent instance to insist on full performance of the terms of this Agreement.

Section 19. **LIENS.** The Professional agrees that he shall pay, or cause to be paid, all costs and expenses for work done and materials delivered to the premises and shall keep the premises free and clear of all liens for work performed thereon.

Section 20. **DISPUTES.** Should situations arise which cannot be resolved by the Professional and the Golf Manager, these questions shall be referred for determination to the Golf Committee of the Park Board and shall be subject to the final resolution by the Park Board as a whole. Any such resolution shall not be deemed a waiver by either party to any action in law or equity.

Section 21. **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color religion, creed, marital status, familial status, sexual orientation, national origin, honorable discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

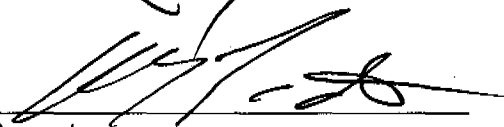
Section 22. **Audit/Records.** The Professional and its subcontractors shall maintain for a minimum of three years following final payment all records related to its performance of the Agreement. The Professional and its subcontractors shall provide access to authorized City representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

PARKS AND RECREATION DEPARTMENT

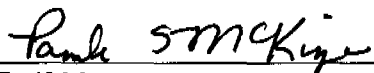
Approved by the City of Spokane Park Board March 11, 2010.



President

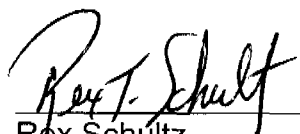


Secretary



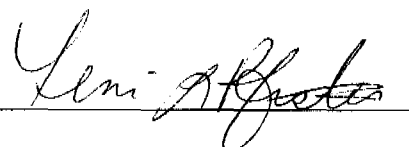
Golf Manager

GOLF PROFESSIONAL

 dba RTS GOLF MANAGEMENT, INC

Rex Schultz

CITY OF SPOKANE

Attest: 



City Clerk

Approved as to form:

A handwritten signature in black ink, appearing to read "B. Burns", is written over a horizontal line.

Assistant City Attorney

Attachment which is a part of this agreement:
Food and Menu Prices

Feb 2010 Esmeralda Golf Course Snack Bar Menu

Hamburger and Fries	\$ 6.00
Cheeseburger and Fries	\$ 6.25
Bacon Cheeseburger and Fries	\$ 7.25
Chicken Strips and Fries	\$ 7.25
Tuna Cheddar Melt and Chips	\$ 5.75
Grilled Ham and Cheese and Chips	\$ 7.25
Grilled Cheese and Chips	\$ 4.50
BLT and Chips	\$ 5.75
Turkey Bacon Wrap with Chips	\$ 7.25
Crispy Chicken Wrap with Chips	\$ 7.25
Garden Salad	\$ 4.75
Chef Salad	\$ 6.50
Crispy Chicken Salad	\$ 6.75
Two Eggs and Toast	\$ 4.50
- add Hash Browns	\$ 5.75
- add Ham, Sausage, or Bacon	\$ 7.25
Mini Breakfast	\$ 5.50
Cheese Omelet with Ham or Bacon	\$ 7.25
Biscuits and Gravy	\$ 4.25
- with Bacon or Sausage	\$ 6.50
French Toast	\$ 4.75
Pancakes	\$ 4.75
Breakfast Sandwich	\$ 5.75
Small Fountain Drink - Coke Products	\$ 2.00
Large Fountain Drink	\$ 2.75
20 Oz Bottle	\$ 2.25
60 oz Domestic Pitcher of Beer	\$ 8.00
16 oz Glass of Beer	\$ 3.00
Domestic Cans	\$ 3.00
Premium Cans	\$ 3.75
16 oz Bottles	\$ 3.75

PRODUCER Wheat & Associates Insurance P.O. Box 3548 Spokane WA 99220-3548 Phone: 509-922-2937 Fax: 509-922-4103	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED RTS Golf Management Inc DBA Esmeralda Pro Shop 3933 E. Courtland Spokane WA 99217	INSURER A: American States Ins. Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	02CE089465	01/01/10	01/01/11	EACH OCCURRENCE	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	02CE089465	01/01/10	01/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	01SU366664	01/01/10	01/01/11	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE \$ 1,000,000	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A		BPP / SF / RC	02CE089465	01/01/10	01/01/11	Ded: \$500	50,570
A		Golf Carts	02CE089465	01/01/10	01/01/11	Ded: \$500	117,170

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder is named as additional insured as their interest may appear. Employee Dishonesty included at \$25,000. fax 625-6205

CERTIFICATE HOLDER CITYOF1 City of Spokane Attn: Barbara Patrick W 808 Spokane Falls Blvd Spokane WA 99201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE COPY
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/06/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wheat & Associates Insurance P.O. Box 3548 Spokane, WA 99220-3548 Dave N. Wheat	509-922-2937 509-922-4103	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID # ESMER-1														
INSURED RTS Golf Management Inc DBA Esmeralda Pro Shop 3933 E. Courtland Spokane, WA 99217	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: American States Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American States Ins. Co.		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	02CE0894657	01/01/11	01/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime		02CE0894657	01/01/11	01/01/12	Employee 25,000 Dishonest

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is an Additional Insured pertaining to the General Liability as per form CG7635 (02-07) attached to this policy.
Fax to: 509-625-6205

CERTIFICATE HOLDER CITY OF 1 Clty of Spokane Barbara Patrick W 808 Spokane Falls Blvd Spokane, WA 99201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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COMMERCIAL GENERAL LIABILITY
CG 76 35 02 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

.....

ADDITIONAL INSURED — BY WRITTEN
CONTRACT, AGREEMENT OR PERMIT, OR
SCHEDULE

The following paragraph is added to WHO IS AN
INSURED (Section II):

4. Any person or organization shown in the Sched-
ule or for whom you are required by written con-
tract, agreement or permit to provide insurance
is an insured, subject to the following additional
provisions:

a. The contract, agreement or permit must be
in effect during the policy period shown in
the Declarations, and must have been exe-
cuted prior to the "bodily injury", "property
damage", or "personal and advertising
injury".

b. The person or organization added as an in-
sured by this endorsement is an insured only
to the extent you are held liable due to:

(1) The ownership, maintenance or use of
that part of premises you own, rent,

lease or occupy, subject to the following
additional provisions:

(a) This insurance does not apply to
any "occurrence" which takes place
after you cease to be a tenant in
any premises leased to or rented to
you;

(b) This insurance does not apply to
any structural alterations, new con-
struction or demolition operations
performed by or on behalf of the
person or organization added as an
insured;

(2) Your ongoing operations for that in-
sured, whether the work is performed
by you or for you;

(3) The maintenance, operation or use by
you of equipment leased to you by such
person or organization, subject to the
following additional provisions:

(a) This insurance does not apply to
any "occurrence" which takes place
after the equipment lease expires;

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(b) This Insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits Issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor added as an Insured by this endorsement does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an Insured under this endorsement ends when your operations for that Insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion g, of COVERAGE A (Section I) is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the Insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

(6) An aircraft you do not own provided it is not operated by any insured.

TENANTS' PROPERTY DAMAGE LIABILITY

When a Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion J. of Coverage A, Section I is replaced by the following:

J. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or

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any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph 6. of LIMITS OF INSURANCE (Section III) is replaced by the following:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

WHO IS AN INSURED - MANAGERS

The following is added to Paragraph 2.a. of WHO IS AN INSURED (Section II):

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B - BAIL BONDS - TIME OFF FROM WORK

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

EMPLOYEES AS INSUREDS - HEALTH CARE SERVICES

Provision 2.a.(1)(d) of WHO IS AN INSURED (Section II) is deleted, unless excluded by separate endorsement.

EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Provision 3.a. of WHO IS AN INSURED (Section II) is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

EXTENDED "PROPERTY DAMAGE"

Exclusion a. of COVERAGE A (Section I) is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

EXTENDED DEFINITION OF BODILY INJURY

Paragraph 3. of DEFINITIONS (Section V) is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

TRANSFER OF RIGHTS OF RECOVERY

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to a person or organization for whom you are required by written contract, agreement or permit to waive these rights of recovery.

AGGREGATE LIMITS OF INSURANCE — PER LOCATION

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (Section I), and for all medical expenses caused by accidents under COVERAGE C (Section I), which can be attributed only to operations at a single "location":

Paragraphs 2.a. and 2.b. of Limits of Insurance (Section III) apply separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is

interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

INCREASED MEDICAL EXPENSE LIMIT

The Medical Expense Limit is amended to \$10,000.

KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence", claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

LIBERALIZATION CLAUSE

The following paragraph is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

ASSISTANT GOLF COURSE SUPERINTENDENT

SPN: 678

NATURE OF WORK:

Performs skilled and supervisory work as lead worker on a golf course crew responsible for construction and maintenance. Duties are routine within prescribed limits, but, do require some independent judgment in making minor decisions. Most work is verified by others; but, if not detected, errors could cause embarrassment to the City or damage to City property. Employee has routine contact with the public in the normal performance of duties. Work is medium in nature, performed under varying weather conditions, and requires normal attention to prevent errors.

SUPERVISION:

Employee works under general supervision of the Golf Course Superintendent. Employee proceeds alone, and refers questionable cases to the supervisor. Acts as lead worker, and assigns and checks the work of a small crew performing work of a similar nature.

ESSENTIAL JOB FUNCTIONS:

Assigned as lead worker on the golf course maintenance crew. May temporarily assume the duties of the Golf Course Superintendent.

Participates in the construction, building, and remodeling of greens, traps, and bunkers.

Participates in the maintenance of fairways, roughs, traps and greens, including fertilizing, top dressing, mowing aerating and watering. Duties also include some maintenance of irrigation equipment.

Participates in the care and maintenance of shrubs and trees in and around the golf course.

Operates, as required, trucks, tractors, front-end loaders, backhoes, sprayers and tractor-drawn mowers; also performs minor equipment maintenance and repairs.

Performs related work as required.

REQUIREMENTS OF WORK:

Knowledge of the standard methods, practices, tools, and equipment used in golf course construction and maintenance.

Knowledge of the game of golf and its rules of play.

Knowledge of turf and tree maintenance, soil chemistry, and the relationship of nutrients and water.

Some knowledge of computers and the ability to operate computer irrigation control systems.

Ability to supervise and check the work of subordinates performing duties of a similar nature.

Assistant Golf Course Superintendent
Page two

REQUIREMENTS OF WORK (continued):

Ability to establish and maintain effective public and working relationships.

Ability to understand and follow oral and written instructions.

Skill in the operation and use of tractors, trucks, and similar automotive equipment.

PHYSICAL REQUIREMENTS:

Ability to see, with or without corrective lenses, well enough to read labels.

Ability to hear, with or without a hearing aid, and speak well enough to converse in person and on the telephone.

Ability to walk and stoop while maintaining the course.

Enough strength to drag, lift, or carry 70 lb. sacks of fertilizer, sand, and other materials.

Enough stamina to use hand tools for up to four hours at a time with only one fifteen-minute break.

Tolerance for outdoor work.

MINIMUM EDUCATION AND EXPERIENCE:

Open Entry Requirements: Associate Degree in Horticulture, Landscape Maintenance, Turf Grass, Agronomy or related field; AND, four years of responsible experience in Golf Course maintenance. Additional education in the above named curricula or related field may be substituted on a year-for-year basis for up to one year of the experience requirement. Applicants must possess a valid driver's license.

Promotional Requirements: Permanent City Employees who meet the above educational requirements and have completed four years as a Golf Course Groundskeeper I (SPN: 680) may apply on a promotional basis. Applicants must possess a valid driver's license.

All applicants must possess, or have the ability to obtain within one year of appointment, a Public Pesticide Operator's License.

New: 7/81

Title Change: 4/89

Revised: 12/85, 4/90, 3/95, 10/96, 8/00, 6/06

Reviewed: 12/83, 12/87, 2/93, 9/98, 8/02, 10/04, 12/09

Union/FLSA: 270/hourly

Range: 34

Census code: 6

EEO code: 8

GOLF COURSE SUPERINTENDENT

SPN: 679

NATURE OF WORK:

Performs supervisory and skilled work in the construction and/or maintenance of a municipal golf course. Duties require considerable knowledge of golf course operation and the ability to determine proper course of action within limits of standard procedure. Work is not subject to specific checks and controls; and, if not detected, errors would cause significant loss of time or money and embarrassment to the City. Employee has routine contacts with the public and other employees of the City. Duties are medium in nature, performed under varied weather conditions and require normal attention to prevent errors. Employee in this position is held responsible for the condition of assigned golf course.

SUPERVISION:

Employee establishes the methods and procedures to be followed; refers unusual cases to supervisor; is responsible for planning, assigning and supervising the work of a crew performing golf course construction and maintenance work.

ESSENTIAL JOB FUNCTIONS:

Under general guidelines, supervises and participates in the construction and/or maintenance of tees, bunkers, greens, fairways, paths, flower and shrub beds, and roughs of a municipal golf course.

Plans, schedules and supervises the application of fertilizer, pesticides, insecticides, herbicides and fungicides and other spraying operations.

Plans, schedules and supervises the aeration, seeding, top soiling, spiking, movement of cups and tee markers, mowing and watering operations.

Coordinates with golf professional on player violations and player use schedules.

Coordinates with golf committee and makes decisions on the location of tees, bunkers, greens and changes in course configuration.

Maintains maintenance budget and other necessary records.

Performs related work as required and participates in above activities as work load demands.

REQUIREMENTS OF WORK:

Considerable knowledge of the standard methods, practices, tools and equipment used in golf course construction and maintenance.

Considerable knowledge of turf diseases, insects, weeds, and the chemicals and cultural methods used in their control.

Golf Course Superintendent
Page two

REQUIREMENTS OF WORK (continued):

Considerable knowledge of irrigation systems and their operation.

Considerable knowledge of the game of golf and its rules of play.

Knowledge of different soil types and the relation of its structure to water movement and plant nutrients.

Ability to lay out, assign and supervise the work of skilled and unskilled employees.

Ability to establish and maintain effective public and work relations.

Ability to perform and supervise the operation, use, and minor repair of mowers, tractors, trucks and other golf course tools and equipment.

Ability to use a variety of hand and power tools and operate automotive equipment as necessary.

PHYSICAL REQUIREMENTS:

Ability to see, with or without corrective lenses, well enough to read standard print and detect problems in turf.

Ability to hear, with or without a hearing aid, and speak well enough to converse in person and on the telephone.

Enough body mobility to walk, stoop and kneel about shrubs and turf.

Enough strength to drag 50 lb. bags.

Tolerance to outdoor work.

MINIMUM EDUCATION AND EXPERIENCE:

Open Entry Requirements: Graduation from an accredited four-year college or university with a degree in Agronomy, Turf Grass Management or closely related field; AND, three years experience in a supervisory capacity in golf course maintenance. Additional supervisory golf course maintenance experience may be substituted on a year-for-year basis for up to two years of the educational requirements.

Promotional Requirements: Present City employees with five years experience in the classification of Assistant Golf Course Superintendent may apply on a promotional basis.

Applicants must possess, or have the ability to obtain within one year of appointment, a Public Pesticide Operator's License.

New: 7/81

Revised: 12/85, 12/87, 4/89, 4/90, 4/92, 3/95, 9/03, 8/05

Reviewed: 12/83, 8/94, 4/97, 4/99, 9/01, 2/09, 9/11

Union: 270

Range: 43

EEO: 2

GOLF/PARKS ADMINISTRATION MANAGER

SPN: 685

NATURE OF WORK:

Performs responsible professional work directing the administration of the golf program and administrative functions for the Parks and Recreation Department. Duties require independent action in devising new methods and procedures within the limits of policy and ordinances. No specific checks or controls exist; and, if not detected, errors could cause serious embarrassment or financial loss to the City. Employee has both inside and outside contacts involving departmental policy. Duties are sedentary in nature, performed under normal working conditions and require normal attention to prevent errors.

SUPERVISION:

General objectives are established and the employee assumes full responsibility for area of responsibility. Employee reports directly to the department director. Employee is responsible for training and supervising subordinate staff and has staff responsibility for planning and coordination of assigned areas..

ESSENTIAL JOB FUNCTIONS:

Develops, implements and monitors plans and programs to achieve the golf operation's mission and goals. Establishes performance measures to gauge progress toward attainment of goals. Inspects facilities to insure that the facilities and grounds are properly maintained.

Supervises the activities of the golf and Park administrative staff. Establishes or recommends policies and procedures. Establishes training programs and performance standards.

Works with the Golf Committee to establish golf course operations and maintenance policies. Recommends green fees pricing policy. Develops marketing strategies and plans. Negotiates and manages golf program contracts.

Supervises and evaluates the maintenance programs at each facility; approves maintenance equipment acquisition. Allocates budget to each golf facility.

Assists in preparing the golf and Park Fund annual budget.

Represents the Department at appropriate events.

Responsible for insuring quality customer service and customer satisfaction in the golf programs and facilities; handles customer complaints; serves as the primary intermediary between the golfing public and the City.

Staff liaison to the Park Board, Golf Committee, other City Departments and various community groups and agencies.

Responsible for property management and acquisitions and oversight of the Conservation Futures Program.

Relieves the Director of administrative details regarding the preparation and maintenance of purchasing, inventory, budgeting, personnel and operational records. Prepares reports and conducts special studies as required. Coordinates with Legal Department regarding legal matters affecting the department including public records requests.

Golf/Parks Administration Manger
Page two

ESSENTIAL JOB FUNCTIONS (continued):

Determines community golf needs, provides programs or scheduling to maximize usage by all user groups. Assists in planning and organizing special golfing events.

Performs related work as required.

REQUIREMENTS OF WORK:

Considerable knowledge of the principles and objectives of public golf course operations.

Considerable knowledge of rules and regulations of golf and tournament procedures.

Knowledge of activities that contribute to successful municipal golf programs.

Knowledge of budgeting and contracting procedures.

Ability to plan, organize, coordinate and direct the activities of personnel.

Ability to establish and maintain effective working and public relations.

Ability to communicate effectively, both orally and in writing

Ability to work independently to accomplish the goals of the department.

PHYSICAL REQUIREMENTS:

Ability to see, with or without corrective lenses, well enough to read standard text.

Ability to hear, with or without a hearing aid, and speak well enough to converse on the telephone and address a group of people.

Enough manual dexterity to use a calculator and computer keyboard.

Enough body mobility to move about golf courses.

MINIMUM EDUCATION AND EXPERIENCE:

Open entry requirements: Graduation from an accredited four-year college or university with major course work in Landscape Architecture, Physical Education, Golf Management or related field; AND, two years of responsible experience in developing and managing organized public golf course programs, one year of which must be in a supervisory capacity.

Applicants must possess a valid driver's license or otherwise demonstrate ability to get to and from multiple work locations as required.

New: 6/04
Retitle: 12/06
Revised: 11/06
Reviewed: 6/06, 12/10

Union: M&P

Range: 51