Request for Proposal

Management of Laurelwood Golf Course

Solicitation No. 2007200090

Due Date and Time:
Thursday, July 12, 2007
2:30 PM

CITY OF EUGENE

Central Services
Finance Division/Purchasing
100 West 10th Avenue, Suite 400
Eugene, Oregon 97401
Telephone: (541) 682-5055
Fax: (541) 682-6233

I. INVITATION TO SUBMIT PROPOSALS

CITY OF EUGENE
INVITATION TO SUBMIT PROPOSALS
2007200090

Notice to Offerors
Sealed proposals for **Management of Laurelwood Golf Course** for the City of Eugene will be accepted by the Purchasing Office, 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401 until **2:30 PM, Thursday, July 12, 2007**. Proposals will be opened immediately thereafter and a record of proposals received will be made. Proposals will not be accepted after the proposal closing time and date. Proposals shall be valid for 180 days after opening unless otherwise specified in the specifications. This Invitation to Submit Proposals does not commit the City to pay any costs incurred by any offeror in the submission of a proposal.

Project Description
In general, work includes providing management of Laurelwood Municipal Golf Course.

Solicitation Documents
A paper copy of the Solicitation may be obtained at the City's Purchasing Office at 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401.

Vendors must submit one (1) original proposal directly to the City's Purchasing Office at 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401 before the due date and time specified in the request for proposal.

Mandatory Pre-Closing Meeting
A mandatory pre-closing meeting will be held at **3:00 PM on Tuesday, June 26, 2007** at Laurelwood Golf Course located at 2700 Columbia Street, Eugene, OR 97403.

Dated: June 12, 2007

Mia Cariaga, CPPB
Purchasing Analyst
City of Eugene
(541) 682-5056

II. INSTRUCTIONS TO OFFERORS

1.0 PROPOSAL FORM

1.1. Proposals shall be submitted on forms identical to the form provided by the City. The offeror shall make no alterations or additional stipulations on the proposal form nor qualify the proposal in any other manner. Alteration of any part of the proposal form content will cause the proposal to be considered non-responsive.

1.2. All blanks on the proposal form shall be filled in electronically, by typewriter or manually, in ink. Mistakes must be crossed out and corrections typed or written in ink and initialed by the party signing the proposal. No erasures are permitted. The omission of any required information or forms may invalidate a proposal.

1.3 Complete sets of request for proposal documents shall be used in preparing proposals. The City does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of request for proposal documents.

2.0 SUBMISSION

2.1 Deliver proposals to the City of Eugene Purchasing Office, 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401 prior to the due date and time indicated in the Invitation to Submit Proposals or any extension thereof made by addendum. Proposals must be in sealed envelopes and marked with the following information:

RFP Number
RFP Title
Due Day, Date & Time
Company Name

2.2 Offeror is responsible for submitting their proposal prior to the closing date and time. Late proposals will not be accepted. Proposals received after the scheduled closing time for filing will be returned to the offeror unopened.

2.3 Oral, telephonic, telegraphic, or faxed proposals are invalid and will not be considered.

3.0 PROPOSAL MODIFICATIONS

3.1 Any clarifications, modifications, substitutions or protests of the specifications or contract shall be delivered to the buyer, in writing, no less than seven (7) calendar days **PRIOR** to the solicitation closing, and submitted separately from the solicitation response. Contents of clarification, modification, substitution or protest should include the reason and any proposed alterations. Clarifications, modifications, substitutions or protests included with the response to the solicitation may cause it to be considered non-responsive.

3.2 Whenever a process is designated or a manufacturer's name, brand, or item is designated or described, it shall be understood that the words, "or equal" follow such name, designation, or description, whether in fact they do so or not, unless no substitution is stated in the specifications. Submit to the buyer no later than seven (7) calendar days prior to the proposal closing intent to offer an approved equal. Include detailed specifications, cut-sheets, and modifications necessary that would make the proposed item equal to the desired specifications.

3.3 Approval of alternate materials and equipment shall rest solely with the City and all offerors shall be notified of such approval by addenda prior to the request for proposal opening.

3.4 Any written addendum issued which includes changes, corrections, additions, interpretations, or information, and issued more than seventy-two (72) hours before the scheduled closing time for filing proposals, shall be binding upon the offeror.

3.5 Proposals may be modified by written notification on company letterhead signed by an authorized person, stating that the new document supersedes or modifies the prior proposal.

3.6 Proposals may be withdrawn by written notification on company letterhead signed by an authorized person and received prior to the time and date set for closing.

4.0 CONSIDERATION OF PROPOSALS

4.1 Proposals will be opened publicly at the City of Eugene Purchasing Office, 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401 at the due date and time indicated in the Invitation to Submit Proposals or any extension thereof made by addendum. Offerors and other interested parties are invited to be present at the opening; however, the identity of the successful offeror will not be determined at the opening time.

4.2 The City shall have the right to reject any proposal that attempts to change any contract term or condition, or that does not evidence the offeror's intent to abide by the specifications, or that does not otherwise comply with all requirements set forth in the request for proposal documents or in the Oregon Public Contracting Code.

4.3 The City may, in its discretion, reject any or all proposals and/or cancel or delay or suspend the request for proposal or award at any time prior to execution of the contract upon the City's determination that it is in the public interest to do so.

4.4 It is the intent of the City to award a contract based on evaluation factors contained in the proposal, provided the proposal has been submitted in accordance with the requirements of the request for proposal documents, and does not exceed the funds available.

4.5 Unless otherwise provided in the request for proposal documents, the City shall provide written notice by regular mail or facsimile of the City's intent to award the contract. The notice of intent to award shall not be final until the later of the following:

a. Seven (7) calendar days after the date of the notice, unless a longer period to file a protest of award is provided in the request for proposal documents.

b. Until the Purchasing Manager provides a written response to all timely filed protests, if any, that denies the protest and affirms the award; or until any appeal of the Purchasing Manager's decision regarding a protest has been reviewed by the City Manager.

Offerors may protest the notice of intent to award the contract in accordance with City of Eugene Administrative Order 1415, Public Contracting Regulations, Section 13.2.

5.0 PUBLIC RECORDS

5.1 This request for proposal and one copy of each original proposal received in response to it, together with copies of all documents pertaining to the award of a contract, shall be kept by the City of Eugene Purchasing Office and made a part of a file or record which shall be open to public inspection. If a proposal contains any information that is considered trade secret under ORS 192.501(2), each sheet of such information must be marked with the following;

"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192."

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance." ORS 192.501(2). Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

5.2 The above restrictions may not include cost or price information which must be open to public inspection.

III. PROPOSAL SCHEDULE

The following is the anticipated schedule for submission and review of proposals, negotiations and certain post-contract activities. The anticipated schedule is subject to change by the City as required to suit the needs of the overall project. **Any change to the submittal deadline will be done by an addendum to the RFP.**

ACTIVITY	DATE
▪ Request for Proposals issued	Tuesday, June 12, 2007
▪ Mandatory Pre-Closing Meeting at 3:00 PM	Tuesday, June 26, 2007
▪ Deadline for protests and requests for changes	Thursday, July 5, 2007
▪ Deadline for issuing addenda to RFP	Monday, July 9, 2007
▪ **RFP CLOSING & Public Opening of Proposals** ***Submit proposals not later than 2:30 PM ****	**Thursday, July 12, 2007**
▪ Notification of Short List Finalists	Thursday, July 19, 2007
▪ Short List Offeror Evaluation & Negotiations	Week of July 23rd
▪ Notice of Intent to Award**	Tuesday July 31st, 2007
• 7 day protest period after July 31st.	

*If the City receives a request for change or protest from an Offeror in accordance with the instructions in this RFP, the City may extend the Solicitation Closing date as necessary to consider whether to issue an addendum. The City also reserves the right to delay any of the dates set forth above, if it is determined to be in the best public interest to do so. The contract shall become effective upon execution by the City.

**Notice of intent to award will only be given to Offerors who are Short List Finalists and shall be made after completion of the short list proposal evaluation process.

• Proposal Bond

Would be nice to provide a ~~budget~~ working budget - Hard to spend all the time without knowing some of details - Disc. Staff - Anderson

IV. REQUIREMENTS / SPECIFICATIONS

1. INTRODUCTION

The City of Eugene Parks, Recreation and Open Space Comprehensive Plan sets a framework and vision for "strengthening our community by preserving and enhancing our parks and open space system and providing diverse recreational experiences". The City recognizes that Laurelwood Golf Course is an integral part of the overall park and open space system and is a valued recreational resource for this community.

At Laurelwood Golf Course, the City of Eugene has a goal of enhancing the health, physical, and economic vitality of the City through maximizing the recreational and natural resource opportunities unique to this location. This goal will be met by operating and maintaining a sustainable and well conditioned golf course; providing the best customer service; offering a variety of golfing and recreational opportunities for all ages and abilities at affordable and competitive prices; and preserving our valuable park and open space areas by promoting a balanced and sustainable use of our natural resources.

The provisions contained in this RFP constitute the minimum requirements for any operator awarded the agreement for the maintenance and operation of the golf course.

2. SCOPE OF PROJECT

The City of Eugene through the Library, Recreation and Cultural Services Department is seeking an energetic and creative operator who is qualified to maintain and operate the nine-hole Laurelwood Municipal Golf Course, snack bar, pro shop, and meeting facility, located at 2700 Columbia Street in Eugene, Oregon, and is hereby inviting proposals from all persons or parties qualified to do so.

The operator will be responsible for all aspects of golf course operations including the pro shop, upstairs meeting room, food services, golf course grounds maintenance and repairs, and maintenance of all building structures and improvements including the golf course and parking lot. The operator will be responsible for all fee collection and will be required to pay the City for usage of the site. The City does not take an active role in the operations or maintenance of the site with the exception of items outlined herein.

The course is available to the general public and is intended to serve as a golf and recreational resource to as many individuals as possible. There is currently a strong interest from the disc golf community to expand the current focus of Laurelwood to include an 18 hole disc golf course. The City is supportive of this idea and encourages Offerors to demonstrate willingness and ability to diversify the recreational and revenue opportunities available.

The City prefers that the Offeror awarded the contract seek certification of the Laurelwood Municipal Golf Course as an Audubon Cooperative Sanctuary Program for Golf Courses (http://www.auduboninternational.org/programs/acss/golf.htm) within three years of signing the original lease agreement. Offerors demonstrating the willingness and ability to get this certification will be given additional points (See Evaluation and Selection Section).

3. SITE DESCRIPTION AND EXISTING AMENITIES

3.1 Size: The course is located on a picturesque 92-acre parcel. This consists of 50 developed acres, including the clubhouse and golf course; 10 acres undeveloped, and 32 acres are in their natural state. The nine-hole golf course plays from four different tees - Red – 2374 yds, White – 2659 yds, Blue – 2902 yds, Black – 3165yds. The course plays to a par 35 and is considered a short regulation nine-hole course.

3.2 Location: The entrance to the clubhouse is located at the intersection of Columbia Street, a north-south residential area street, and 27th Avenue, an east-west residential area street. The golf course is roughly bordered by 27th and 28th Avenue on the north, 30th Avenue on the south, Emerald Street on the west, and Central Boulevard on the east.

3.3 Access: The location of the Laurelwood Course is not accessible from major thoroughfares. However, the site is well located in terms of availability to a large percentage of the City's potential golf participants, and in this respect serves the market area well.

3.4 Surrounding Land Use: The entire golf course property is within the urban services boundary. The course and surrounding property is zoned R1–Low Density Residential. Golf courses are allowable within this zoning district.

3.5 Topography: The golf course is located in a picturesque, hilly location with a combination of wooded and open space areas. The view from the clubhouse and first tee captures the highlight of Eugene's ridgeline system, Spencer Butte. The predominant canopy trees on the golf course are Oregon white oak and Douglas-fir, and some of the understory and out-of-bounds areas have native wildflowers. The site is bisected by a valley that flows from the southeast corner to the northwest corner. Several smaller drainages feed this major drainage way. The highest point on the property is approximately 690 feet above sea level, while the lowest point is 210 feet lower at an elevation of 480 feet. Much of the soil has a high clay content, thus making drainage difficult in certain areas and seasons.

3.6 Course Irrigation System: The irrigation system was installed in the early 70's. The design of the system is considered a "block system," which means that each valve controls several sprinklers at once, as opposed to a typical "golf," (valve in-head) design, where each sprinkler is controlled separately. The original sprinklers were Buckner 1360 cam driven sprinklers, which are no longer manufactured. As these sprinklers fail, they have been replaced with modern gear driven sprinklers. To date, approximately 200 of these discontinued sprinklers have been replaced. The system's original electric valves are also being replaced with modern (RainBird PES) valves as they fail. The original satellite timers/controllers have been updated/replaced with (RainBird PAR+ES) digital units.

3.7 Buildings: A three level, 7111 square foot building, constructed in 1920 currently serves the golfer and general community. The main level is used as a rental facility, available to the general public, and is managed through the pro-shop. This facility includes a recently remodeled kitchen and bar area as well as a dance floor. Included in the lower level is a small pro shop area, snack bar and eating area, club storage and club repair areas. There are two maintenance buildings to the north of the club house that are used for supplies, equipment and cart storage. There is also an on-course, seasonal, restroom which was constructed during the summer of 1999.

3.8 Driving Range: A ten-station covered driving range and eight station uncovered driving range are located southwest of the pro shop, accessible by a tram or by foot. The covered range includes a ball wash and dispensing facility for the golfer's convenience as well as a fully accessible range station for golfers with disabilities that is large enough for cart access.

3.9 Lot: A 60-stall landscaped parking facility exists at the golf course, located immediately in front of the clubhouse, with a separate entrance and exit.

4. OPERATOR REQUIREMENTS

4.1 Operator's Agreement: The selected operator will be required to enter into an Operator's Agreement with the City (See Attached Sample Contract). The City will consider an Operator's Agreement for five (5) years, with an option to renew for one (1) additional five (5) year period.

The contract shall be executed no later than October 1, 2007 and the Contractor shall begin operating the facility on that date.

4.2 Service Provisions: The selected Contractor shall be responsible for all aspects of golf course operations including pro shop, upstairs meeting room, food service, golf course grounds maintenance and maintenance to all building structures and improvements including the golf course parking lot. In addition, the operator is encouraged to provide golfing instruction, golf tournaments and other services for the benefit of the general public.

5. MAINTENANCE SCHEDULE AND REQUIREMENTS

5.1 Parking Lot and Sidewalks:
- 5.1.1 Inspect twice a day
- 5.1.2 Trash pick up daily or more often if needed
- 5.1.3 Clean by sweeping walks daily or more often if needed

5.2 Pro Shop and Patio:
- 5.2.1 Carpet
  - a. Vacuum daily or more often if needed
  - b. Shampoo four times per year or more often if needed
- 5.2.2 Dust weekly or more often if needed
- 5.2.3 Windows and doors shall cleaned weekly or more often if needed
- 5.3.3 Interior Paint shall redone every three years or more often if needed
- 5.3.4 Tables and chairs shall cleaned after each use
- 5.3.4 Restrooms
  - a. Inspect twice a day
  - b. Clean and sanitize daily or more often if needed

5.3 Meeting Room/Kitchen:
- 5.3.1 Clean on the first business day after each rental or use as outlined below
- 5.3.2 Carpet
  - a. Vacuum
  - b. Shampoo as needed
  - c. Stain removal as needed
- 5.3.3 Wood Floor
  - a. Mop after each use
  - b. Refinish as needed
- 5.3.4 Dust weekly or more often as needed
- 5.3.5 Windows and doors shall cleaned weekly or more often as needed
- 5.3.6 In the kitchen and service area the floors, cabinets, sinks, counters, and appliances shall be cleaned
- 5.3.7 Tables and Chairs shall be cleaned after each use
- 5.3.8 Restrooms shall be cleaned and sanitized
- 5.3.9 Interior Paint shall be redone every three years or more often if needed

5.4 Driving Range Structures and Area Surrounding Tees
- 5.4.1 Inspect two times per day and more often if needed
- 5.4.2 Litter shall be collected daily or more often if needed
- 5.4.3 Paint shall be redone every three years or more often if needed
- 5.4.4 All necessary repairs shall be made on as needed basis

5.5 Driving Range and Landscaped Lawn Areas
- 5.5.1 Range shall be mowed once a week or more often as needed
- 5.5.2 Areas shall be verticut and aerified as needed for turf health and playing conditions
- 5.5.3 Overseed and top dress shall be used as needed to maintain healthy turf
- 5.5.4 All use of pesticides and schedule thereof shall be approved by the City prior to commencement. Integrated Pest Management (IPM) methodology shall be used

5.6 Tram
- 5.6.1 Inspect and test daily
- 5.6.2 Paint shall be redone every three years if needed
- 5.6.3 Contractor shall make all necessary repairs as needed
- 5.6.4 Contactor assumes responsibility for all necessary certifications and inspections as needed

5.7 Cart Paths and Roads
- 5.7.1 Both shall be maintained so that paths and roads are clean, edged, free of weeds, and in safe condition at all times
- 5.7.2 Rock shall be graded as needed with ¼" minus on gravel cart paths and ¾" minus on roads
- 5.7.3 Edge shall be redone every one to two years as needed

5.8 Course Restroom
- 5.8.1 Shall be inspected two times daily
- 5.8.2 Shall be cleaned and sanitized two times daily
- 5.8.3 Shall be winterized every year

5.9 Course Drinking Fountain

5.9.1 Fountain shall be maintained to insure sanitary and safe operation
5.9.2 Shall be winterized every year

5.10 Tees

5.10.1 Mowing
- a. Tees shall be mowed March 1st through October 31st two to four times per week and November 1st through February 28th as needed 2x's/wk year round on average
- b. Grass shall be ½ " height
- c. Contractor shall alternate mowing patterns to minimize grain development

5.10.2 Tee Marker Placement
- a. April 1st through November 30th tees will be moved daily
- b. December 1st through March 31st tees will be moved as needed so that they are playable at all times

5.10.3 Benches, Ball Washers, and Trash Cans
- a. Move, inspect, and clean daily from April 1st through November 30th and as needed so that they are available for use December 1st through March 31st
- b. Maintain ball washers with clean water and soap to be changed daily
- c. Provide clean towels at ball washers as needed

5.10.4 Aerate
- a. Contractor shall aerate tees once in the spring and once in the fall
- b. Aerating may need to be performed more often on heavily used areas or small tees

5.10.5 Topdressing
- a. Tees shall be topdressed heavily (1/4") two to four times per year.
- b. Additional applications may be required to provide a level playing surface
- c. Higher frequency recommended for par three tees

5.10.6 Vericut
- a. Contractor shall vericut tees two times per year or as needed to control excessive thatch accumulation

5.10.7 Fertilization
- a. Contractor shall fertilize tees as needed to provide healthy, vigorous turf
- b. 3 to 6 pounds, N/1000 square feet per year
- c. Fertilizer shall be chosen based on soil test analysis

5.10.8 Pest Management
- a. Use Integrated Pest Management (IPM) methodology
- b. All use of pesticides and schedule thereof shall be approved by the City prior to commencement.

5.10.9 Overseed
- a. Overseed three to four times per year
- b. Repair divots weekly or as needed to insure playable tees at all times
- c. Blue Label Perennial Rye seed shall be used
- d. Provide sand and seed mixtures at each par three and heavily used tee for patrons

5.10.10 Irrigation

a. Automatic irrigation system shall be used May 1st through October 31st every night to maintain healthy growth at all times
b. Repair any damaged component as failure occurs through the operating season

5.10.11 Tee Signs
a. Remove grass from the base of each sign on regular basis
b. Replace signs as needed to maintain a clean, safe, and functioning condition at all times

5.11 Fairways
5.11.1 Mowing
a. March 1st through October 31st two to four times per week to and November 1st through February 28th as needed
b. Grass shall be ¾ " height or as suitable for turf species or desired playing conditions
c. Contractor shall alternate mowing patterns to minimize grain development

5.11.2 Aerate
a. Contractor shall aerate tees in the spring and once in the fall, one to three passes
b. Aerating may need to be performed more often on heavily used areas

5.11.3 Fertilization
a. Contractor shall fertilize tees as needed to provide healthy, vigorous turf
b. 3 to 6 pounds, N/1000 square feet per year
c. Fertilizer shall be chosen based on soil test analysis
d. Minimize phosphorus applications when possible

5.11.4 Pest Management
a. Use Integrated Pest Management (IPM) methodology
b. All use of pesticides and schedule thereof shall be approved by the City prior to commencement.

5.11.5 Irrigation
a. Automatic irrigation system shall be used May 1st through October 31st every night to maintain healthy growth at all times
b. Repair any damaged component as failure occurs through the operating season

5.11.6 Drainage shall be improved where needed when necessary

5.11.7 Overseed
a. Overseed each fall to all fairway areas
b. Blue Label Perennial seed shall be used

5.12 Greens
5.12.1 Mowing
7 mnths + 1 day off/wk. = 277 x's
a. March 1st through October 31st daily and November 1st through February 28th as needed
Every other day 60 x's
b. Grass shall be 3/16" to 5/16" height or to maintain healthy turf that is suitable for green speeds
c. Remove dew each day if not mowed

5.12.2 Cup Changing

a. March 1st through October 31st daily
   and November 1st through February 28th as needed
b. Rotate cup location depending on green condition

5.12.3 Maintenance of Cups, Pins, and Flags

a. Cups shall be replaced every three to four years
b. Pins shall be painted every year and replaced every four years
c. Flags shall be replaced as needed

5.12.4 Aerate

a. Contractor shall aerate greens a minimum of four times per year; twice in the spring and twice in the fall using hollow tines, removing cores followed by topdressing 2x's
b. Contractor shall aerate two times each year between June 1st and September 30th using solid tines followed by topdressing
c. Aerating may need to be performed more often during the summer

5.12.5 Topdressing

a. Greens shall be topdressed two to four times per year or in accordance with aeration schedule
b. Columbia River Sand shall be used

5.12.6 Verticut shall be performed as needed from March 1st through July 31st as needed to provide smooth and consistent putting conditions

5.12.7 Fertilization

a. Contractor shall fertilize greens as needed to provide healthy, vigorous turf
b. 4 to 8 pounds, N/1000 square feet per year
c. Fertilizer shall be chosen based on soil test analysis but liquid is recommended

5.12.8 Pest Management

a. Use Integrated Pest Management (IPM) methodology
b. All use of pesticides and schedule thereof shall be approved by the City prior to commencement.

5.12.9 Irrigation

a. Automatic irrigation system shall be used May 1st through October 31st every night to maintain healthy growth at all times
b. Repair any damaged component as failure occurs through the operating season

5.13 Aprons

5.13.1 Mowing

a. March 1st through October 31st daily
   and November 1st through February 28th as needed
b. Grass shall be ¾" height

5.14 Collars

5.14.1 Mowing

a. March 1st through October 31st daily and November 1st through February 28th as needed
b. Grass shall be ½" height
c. Pattern shall circle green and width shall be 20 to 30 inches

5.15 Tee Slopes

5.15.1 Mowing

a. March 1st through October 31st two to four times per week to and November 1st through February 28th as needed
b. Grass shall be 1 ¼" height

5.15.2 Fertilizer shall be applied as needed or on same schedule as the tees

5.16 Rough

5.16.1 Mowing

a. March 1st through October 31st two to four times per week and November 1st through February 28th as needed
b. Grass shall be 1 ¼" in the major play areas and 2 ½" outside of the major play areas or as suitable for turf species or desired playing conditions
c. Bunker "nose" shall be mowed twice a month March 1st through October 31st and November 1st through February 28th as needed

5.17 Sand Traps

5.17.1 Raking

a. Traps shall be raked as needed to maintain playability
b. Every sand trap shall have one rake in it at all times

5.17.2 Sand depth shall be 4" compacted; relocate and add as needed

5.17.3 Edge maintenance shall be performed once per month

5.18 Trees

5.18.1 Tree Well

a. Keep grass 3 feet from each trunk
b. Mulch shall be applied to reduce chemical applications as possible

5.18.2 Leaves shall be removed regularly September 1st through December 31st

5.18.3 Fruit Trees

a. Shall be kept up to maintain health
b. Shall be pruned every three years

5.18.4 Height between ground and branches shall be maintained at the same level for all trees

5.19 Fencing

5.19.1 Maintain all fencing, netting, and fence lines in safe, secure, and aesthetically pleasing condition at all times

5.19.2 Weed Strip

a. Strip shall be 1 foot minimum along fence
b. Out of Bounds markers shall be painted and replaced as needed

5.20 Irrigation System

5.20.1 Maintenance

a. Cut around every sprinkler with spring start-up and as needed for proper operation
b. Repair any damaged component as failure occurs throughout the operating

season

c. Contractor shall receive approval by the City prior to any system design change and all changes must comply with specifications outlined for each area
d. All construction work shall be inspected by the City prior to cover
e. Controls shall be repaired as needed

5.21 Golf Course Accessory Equipment

5.21.1 Maintain all golf course accessory equipment in a clean, safe, functioning condition at all times, replacing with City approved equipment and/or materials as necessary, including but not limited to the following: All signs, tee benches, tee markers, ball washers, out of bounds markers, distance markers, greens flags, greens poles and cups, practice green markers and cups, trash receptacles, and spike brushes

5.22 Storage Buildings and Chemical Storage

5.22.1 Maintain golf maintenance storage rooms and yard in a clean, orderly and safe condition at all times, conforming to all applicable laws and regulations

5.22.2 Observe all legal requirements and safety regulations in the use of storage of chemicals, hazardous materials, supplies, and equipment at all times

6. CITY RESPONSIBILITIES

6.1 Landscape maintenance around the pro shop and parking lot.

6.2 Painting of lines in the parking lot.

6.3 Maintenance and repair of main plumbing lines, main gas lines, electrical wiring, roof, and load bearing elements of golf course buildings.

6.4 Irrigation, mainline, isolation valves, and electric valves

6.5 Painting the exterior of all golf course buildings

6.6 City shall repair or replace any system, facility or building that is damaged or destroyed by causes other than normal wear and tear (to maximum insured value); provided, however, that Operator will repair or replace any system, facility or building owned by City that is damaged or destroyed by negligence, recklessness, or intentional conduct of the Operator, Operator's employees or agents.

6.7 Consultation for pest management at the golf course will be provided; however, any actual pest management at the golf course shall be done at the Operator's expense by a State of Oregon licensed pesticide applicator with appropriate license endorsements for the application.

6.8 Maintenance of off-premises signs.

6.9 Irrigation system consultation.

6.10 City will provide rough mowing of the undeveloped eastern portion of the golf course.

V. SAMPLE CONTRACT

SAMPLE CONTRACT
FOR THE OPERATION OF LAURELWOOD GOLF COUSE

Fixed Term

BETWEEN: The City of Eugene, an Oregon Municipal Corporation (City)

AND: __________, (Contractor)
a __________ organized and existing under the laws of the State of __________

CONTRACT NO.: __________ - __________

Tax ID Number: __________

Expiration Date: __________

RECITALS

A. Contractor is engaged in the business of Operating Laurelwood Golf Course.

B. City desires to engage Contractor to provide the Operation of a City facility as described in this agreement and Contractor is willing to provide such operation on the terms and conditions set forth herein.

C. The contract described herein was awarded pursuant to the City's RFP 2007200090.

AGREEMENT

1. **Incorporation of Exhibits; Definitions; Contractor's Representations and Warranties.**

1.1 **Exhibits.** The contract between the parties (the "Contract") includes and incorporates into this document (this "Agreement") all of the following:

1.1.1 **Exhibit A** summarizes certain federal, state and municipal laws that apply to government contracts. The provisions of **Exhibit A** are statements of law and may not be modified.

1.1.2 **Exhibit B** is to be used by the parties to set forth special provisions that are not included in the standard forms, or to delete or modify a provision of this

Agreement or another exhibit. If **Exhibit B** is signed by the parties, its provisions will take priority over all conflicting provisions, except for the provisions of **Exhibit A**.

1.1.3 **Other Exhibits.** This Contract also includes and incorporates the provisions of the following exhibits, if signed or initialed by the parties' respective representatives. The provisions of this Agreement will have priority over all conflicting provisions of the following exhibits.

Exhibit C Scope of Services
Exhibit D Compensation Schedule
Exhibit E Contractor's standard forms, if any

1.2 **Definitions.** With the exception of proper nouns, capitalized terms not otherwise defined herein shall have the following meanings.

1.2.1 **"Agreement"** means this document, entitled Personal Services Contract and ending with the signatures of all parties.

1.2.2 **"Contract"** means the written statement of the parties' mutual and respective agreements, promises, undertaking and rights as set forth in this Agreement and all incorporated exhibits.

1.2.3 **"Services"** means all of the products, properties and services to be provided by Contractor under this Contract, as described in Exhibit C.

1.3 **Contractor's Representations and Warranties.** Contractor makes the following representations and warranties to City:

1.3.1 Contractor and Contractor's personnel are and will at all times hereunder be fully qualified by all necessary education, training, experience, licensure and certification to perform the Services.

1.3.2 As of the date of execution hereof, there are no claims or suits or proceedings, or threats thereof, seeking to enjoin the execution of the Contract by Contractor or the effect of which could prevent Contractor from performing or having the authority to perform the Services.

1.3.3 Neither the execution of the Contract nor the performance of the Services will constitute a breach or violation of any other contract, agreement, or law by which Contractor is bound or to which Contractor or any of its personnel who will perform the Services are subject.

1.4 **Rights to be Granted.** City grants to Contractor the right and privilege to promote and operate events and business at Laurelwood Golf Course within the guidelines set forth herein. Contractor shall have exclusive rights and responsibilities to promote and advertise business at Laurelwood Golf Course. Contractor shall not use Laurelwood Golf Course for purposes other than those outlined or to conduct any other business without City's prior written consent.

2. **Services.**

2.1 **Commencement.** Contractor shall begin operating Laurelwood Golf Course on October 1, 2007.

2.2 **Key Personnel.** Contractor has agreed that certain key personnel shall be assigned to perform certain parts of the Services, as described below: Removal of these key personnel from the specified tasks without the prior approval of City will be a material breach of the Contract.

2.3 **Security.** If the Services will be performed on City property, Contractor will comply with all of City's security policies and procedures.

3. **Term.**

3.1 **Initial Term.** The initial term of this Agreement shall commence on the Effective Date set forth in the caption to this Agreement and shall expire on the fifth anniversary of the Effective Date.

3.2 **Renewal Terms.** Unless either party provides the non-renewal notice described in this subsection 3.2, the term of this Agreement shall be automatically extended for one consecutive five-year renewal term. Each five-year renewal term shall commence on the date of expiration of the prior term and expire on the fifth anniversary thereof.

Either party may elect not to renew this Agreement at the end of the five-year term by giving written notice to the other party by July 31 of the final year of the five-year term. Contractor shall have until September 30, 2012 after non-renewal notification, to clear the Laurelwood Golf Course premises of Contractors personal property.

3.3 **Contract Modifications.** Either party may also, by written notice to the other, request one or more modifications to this Agreement on or before February 1 of each year, which both parties will negotiate and agree upon prior to May 1 of the same year.

4. **Compensation to the City.** For the privilege to operate Laurelwood Golf Course, Contractor agrees to pay the City in accordance with the attached schedule.

5. **Termination.** Notwithstanding any other provisions hereof to the contrary, the Contract may be terminated as follows:

5.1 The parties, by mutual written agreement, may terminate the Contract at any time.

5.2 Either party may terminate the Contract if the other party is in breach of any provision hereof which breach continues for more than 30 days after a notice describing the breach has been given unless, in the case of a breach which cannot be cured within such 30-day period, the breaching party immediately initiates and diligently prosecutes a plan of curative action that is acceptable to the non-breaching party. Notwithstanding the foregoing, termination for a recurring breach may be made if the breach is uncured within seven days after the second notice in any twelve-month period and immediately, without opportunity for cure, in the third or any subsequent notice of breach in any twelve-month period.

5.3 The City may terminate the Contract on any date specified in a notice if funding for the Services becomes unavailable or if the City determines that termination of the Contract is required by the public interest.

5.4 City may terminate the Contract immediately and without prior notice upon Contractor's failure to have in force any insurance required by the Contract, if Contractor breaches the City's security requirements, if Contractor fails to maintain any certificate or license required for performance of the Services, or as provided in Exhibit A.

5.5 Contractor may terminate the Contract without liability to City by providing at least ninety (90) days' prior written notice.

6. **Remedies.**

6.1 In the event of a termination of the Contract by City because of a breach by Contractor, City may complete the Services either by itself or by contract with other persons, or any combination thereof. Contractor shall be liable to City for any costs or losses incurred by City arising out of or related to the breach, including costs incurred in selecting other contractors, time-delay losses, attorney fees and the like, less the remaining unpaid balance of the consideration provided in the Contract. City may withhold payment of sums due Contractor for Services performed to the date of termination until City's costs and losses have been determined, at which time City may offset any such amount due Contractor against the costs and losses incurred by City.

6.2 The foregoing remedies provided to City for breach of the Contract by Contractor shall not be exclusive. City shall be entitled to exercise any one or more other legal or equitable remedies available because of Contractor's breach with or without termination.

6.3 In the event of breach of the Contract by City, Contractor's remedy shall be limited to termination of the Contract and payment for Services performed to the date of termination less any offset to which City is entitled.

7. **Records/Inspection.** Contractor shall maintain records of its charges to City under the Contract for a period of not less than three years following Contractor's completion of the Contract. Upon reasonable advance notice, City or its authorized representatives may from time to time inspect, audit and make copies of any Contractor's records that relate to the Contract. If any audit by City discloses that payments to the Contractor were in excess of the amount to which Contractor was entitled under the Contract, Contractor shall promptly pay to City the amount of such excess. If the excess charged by Contractor for any audited period is greater than two percent of the amount that should have been charged for that period, Contractor shall also reimburse City its reasonable costs incurred in performing the audit.

8. Indemnity and Insurance Obligations.

8.1 Contractor shall indemnify and hold City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of or in any way related to the operation of the facility, Contractor's failure to strictly comply with any provision of this Agreement or any other actions or failure to act by Contractor and Contractors employees, agents, officers and contractors. In the event any such action or claim is brought against City, Contractor shall, if City so elects and upon tender by City, defend the same at Contractors sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City.

8.2 Contractor shall be entitled to indemnification from the City for payment of damages for which City is liable under the Oregon Tort Claims Act as a result of the negligent acts of its officers, employees and agents. City shall also defend and hold harmless Contractor from all costs and expenses, including attorneys fees at trial and on appeal resulting from any claim, suit or other action resulting from personal or bodily injury or property damage for which the City is solely liable as a result of the negligence of its officers, employees and agents; provided however, that City shall have no obligation under this Subsection 8.2 if Contractor has been negligent.

8.3 **Insurance**. Contractor shall maintain in force for the duration of this contract the insurance coverage's specified below. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage which City may carry. A COPY OF EACH POLICY OR A CERTIFICATE SATISFACTORY TO CITY SHALL BE DELIVERED TO CITY PRIOR TO COMMENCEMENT OF THE CONTRACT. Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the state of Oregon and shall contain an endorsement entitling City to not less than 30 days prior written notice of any material change, non-renewal or cancellation. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, City shall have the right to require Contractor to increase the Contractor's coverages to the statutory limit for such claims and to increase the aggregate coverage to twice the amount of the statutory limit. The adequacy of all insurance required by these provisions shall be subject to approval by City's Risk Manager.

Notwithstanding the general provisions concerning the City's remedies for default by Contractor, failure to maintain any insurance coverage required by this contract shall be an Event of Default and cause for immediate termination of this contract by City without notice or opportunity for cure when the failure is due to error by the Contractor.

Operation of Laurelwood Golf Course is totally prohibited during any period when there is no workers' compensation or liability insurance coverage in full force and effect whether due to cancellation, lapse or for any reason, and automatic termination will occur if the operation is intentionally operated during any prohibited period. If it is known that coverage has lapsed, the Contractor will immediately cease operations until coverage is restored.

8.3.1 **Commercial General Liability.** Contractor shall maintain a broad form commercial general liability insurance policy covering all operations described in this agreement and that specifically includes coverage for injury or damage resulting from food service operations, liquor legal liability or the intentional misconduct of its employees. Limits of liability shall not be less than One Million Dollars ($1,000,000) combined single limit per occurrence, with aggregate of Two Million Dollars ($2,000,000), for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover Contractor's indemnification obligations under this contract. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions.

8.3.2 **Workers' Compensation Insurance.** Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Contractor shall provide City with such further assurances as City may require from time to time that Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.

8.3.3 **Comprehensive Automobile Liability.** Contractor shall maintain automobile liability insurance coverage of not less than five-hundred thousand dollars ($500,000) combined single limit per occurrence for bodily injury, personal injury or property damage.

8.3.4 **Property Insurance.** City shall continue to provide "All Risk" property insurance coverage for all buildings and personal property owned by the City and located at Laurelwood Golf Course. However, the City reserves the right to pursue the recovery of expenses from Contractor for any damage to the building or personal property resulting from Contractor's negligence.

City does not assume responsibility for any damage to property owned by Contractor.

9. **Relationship of Parties.** The operation shall be the sole business of Contractor and not a joint venture or endeavor with City. Whether Contractor is a corporation, partnership, other legal entity or an individual, the Contractor is an independent Contractor and shall never be deemed to be engaged in any partnership with City or to be performing services for the benefit of City. Contractor is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein.

10. **Relocation or Addition of Movable Improvements.**

10.1 **Plans.** Any proposed changes to the existing buildings shall not be made without the prior written consent of City, whose consent shall be given or withheld in City's sole discretion. City shall have fifteen (15) City business days after receipt of Contractor's plans to respond to Contractor's request for changes. City may condition its consent on Contractor's modification of the plans as necessary to comply with applicable City and state standards for construction. Contractor shall revise the plans in compliance with City's comments and deliver copies of final construction documents to City not later than twenty (20) business days after receipt of City's requested modifications. The cost of all design work, the production of all plans and specifications and compliance with all applicable laws and permits shall be solely at Contractors expense unless identified as otherwise in this document. Upon approval of the design by City, Contractor shall, at its own expense, apply for and obtain all permits required to begin and complete construction. A copy of Contractor's final designs and specifications and all required permits shall be delivered to the City. City's approval of proposed changes shall not be a guarantee that the necessary permits shall be granted.

10.2 **Construction.** Contractor shall coordinate any approved construction activity with the City representative to assure minimal interference with other City departments and use of adjacent City–owned property. The cost of all improvements, equipment and furnishings for the proposed buildings shall be made at Contractor's expense except as otherwise provided herein. All improvements and furnishings shall be made of new or recycled material and constructed and installed in a good and professional manner in compliance with all safety laws and regulations. Improvements made by Contractor shall be the property of City unless it is mutually agreed that the Contractor shall have the right to remove such improvements upon termination of this Agreement, provided that Contractor shall make repairs to any damage caused by the removal.

10.3 **Contractor's Maintenance Obligations.** At all times during the term of this Agreement, Contractor at its sole expense shall maintain Laurelwood Golf Course in good order, condition and repair, and as outlined in Exhibit D. Contractor shall keep and maintain all furnishings and equipment supplied by the City for use in the operation in good and clean condition and shall immediately report to City staff any damage, theft or breakage. Contractor and City shall determine together how to address the damage, theft, or breakage, including but not limited to, determining which party shall bear the costs of repair or replacement. Contractor shall monitor the condition of the restrooms as needed to assure they are in a clean and well-supplied condition during its business hours, and shall immediately report to the City the need for repair and how the Contractor proposes to complete the repair. Such proposed repair plan shall be subject to City's approval. If Contractor fails to maintain Laurelwood Golf Course per this agreement, the City may, at its discretion, perform the maintenance work and bill the Contractor at normal City rates, or cause the maintenance work to be done and bill Contractor for the actual cost.

10.4 **Site and Grounds Maintenance.** During the term of the agreement, Contractor shall be responsible to perform regular site and grounds maintenance as outlined in Exhibit D.

10.5 **Scheduled Preventative Maintenance.** During the term of this agreement, Contractor shall be responsible for performing regular, scheduled preventative maintenance tasks as outlined in **Exhibit D.**

11. City's Right of Inspection and Audit.

11.1 **Inspection of Laurelwood Golf Course**. City representatives will have access as necessary to the venue and all of the contained structures to inspect the condition of the facilities and to determine Contractor's compliance with its obligations under this agreement. City will notify the Contractor with 24 hours notice for the purposes of inspection, observation or examination related to maintenance and repair issues, except in the case of emergency situations where access must be immediate. A log will be kept by the City which reflects the nature of the access, the staff person involved and the observations or status of the reviewed area during that time. A Contractor representative will have the option of accompanying the City representative for all visits.

It is understood that notice is given by this agreement that City representatives will be on site during events for purposes of inspection and observation. It is further understood that certain non-public areas of the venue may be restricted during events and will require escort by Contractor representative.

11.2 **Records Inspection and Audit.** Upon reasonable advance notice, City or its authorized representatives may from time to time inspect, audit and make copies of any of Contractor's records that relate to this Agreement. If any audit by City discloses that payments to the City were less than the amount to which Contractor was obligated under this Agreement, Contractor shall promptly pay to City the amount of such underpayment. If an audit shows that Contractor's underpayment for any period audited was in excess of 10% of the total amount due for such period, Contractor shall reimburse City for all costs of the audit. Contractor shall pay interest on the amount of the underpayment at the rate of 12% per annum, compounded on a daily basis from the due date of each underpayment.

12. **Abandonment.** If Contractor fails to operate the golf course for thirty days (30) without reasonable cause, and written notification to, and express, prior written approval of City, City may treat such inactivity as a default under this Agreement and City may exercise any rights it may have as in the case of a default for

which Contractor is not entitled to notice. Only those circumstances that are beyond the reasonable control of Contractor and make it impracticable to continue operations will be deemed reasonable cause for suspension of operations. Any personal property of Contractor remaining at the golf course thirty (30) days after a termination of this Agreement for any reason shall be deemed abandoned by Contractor, title to such property shall vest in City, and City may make any disposition of such personal property as it deems appropriate. City may charge Contractor for the reasonable costs incurred in disposing of such personal property.

13. **Default.** The following shall constitute an "Event of Default" under this Agreement:

13.1 **Non-Payment.** An Event of Default shall occur if Contractor fails to pay any payment to City when due, and such failure continues for ten (10) days after written notice is given to Contractor, provided City shall not be required to give written notice more than once during any twelve-month period. After notice has been given once, Contractor shall be deemed in default, without the opportunity to cure, for any subsequent failure to pay fees during the ensuing twelve-month period if such failure continues for ten (10) days after the same becomes due.

13.2 **Breach of Other Obligations.** Except as otherwise provided in this Agreement, an Event of Default shall occur upon the failure of Contractor to cure a violation of any term, provision or condition of this Agreement within thirty (30) days after written notice is given to Contractor by City specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within thirty (30) days, this provision shall be deemed complied with if Contractor begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. City may require, as a part of the cure of any violation by Contractor, reimbursement by Contractor to City of any and all costs and expenses incurred by City by reason of Contractor's violation of this Agreement.

13.3 **Second failure to cure.** If Contractor cures a deficiency in the manner described in subsection 12.2, Contractor's subsequent failure to comply with the same term or condition shall constitute a default without requirement of opportunity to cure.

13.4 **Insolvency**. Contractor shall also be in default in the event of Contractor's insolvency; an assignment by Contractor for the benefit of creditors; the filing by Contractor of a voluntary petition in bankruptcy; adjudication that Contractor is a bankrupt; the filing of an involuntary petition in bankruptcy and the failure of Contractor to seek a dismissal of the petition within thirty (30) days after the filing; and the attachment of or the levy of execution on the leasehold interest an d failure of the Contractor to secure a discharge of the attachment or release of the levy of execution within ten (10) days after such attachment or execution.

14. **Remedies on Default.** In the Event of a Default, this Agreement may be terminated at the option of the City by giving notice in writing to Contractor. The notice of termination may be included in a notice given under Section 12. If the Operation is abandoned by Contractor in connection with a default, termination shall be automatic and without notice. If this Agreement is terminated for any reason, Contractor's liability to City for damages for breach shall survive such termination, and the rights and obligations of the parties shall be as follows:

14.1 Operator shall vacate Laurelwood Golf Course immediately; remove any property of Contractor, including any fixtures which Contractor is allowed or required to remove at the end of the Agreement term; perform any cleanup, alterations or other work required to leave Laurelwood Golf Course in clean and usable condition; and shall deliver all keys to City.

14.2 City may re-enter, take possession of the operating areas, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

14,3 Following re-entry or abandonment, City shall have no further obligation hereunder and may grant all operation rights and privileges to any other entity.

14.4 The foregoing remedies shall be in addition to and shall not exclude any other remedy available to City under applicable law.

15. **Attorney Fees and Costs.** In the event action is commenced to enforce or interpret any of the terms of this Agreement, including but not limited to, any action or participation by Contractor or City in, or in connection with, a case or proceeding under the Bankruptcy Code or any successor statute, the prevailing party shall be entitled to recover all expenses reasonably incurred at, before and after trial and on appeal and review, whether or not taxable as costs, including, without limitation, attorney fees (including estimated fees to collect a judgment entered in favor of the prevailing party), witness fees (expert and otherwise), deposition costs, copying charges and other expenses.

16. **Compliance with Laws.** Contractor shall comply with all applicable Federal, State and local laws, rules, ordinances and regulations at all times and in the performance of the Services, including all applicable provisions of Exhibit A.

17. **Notices.** Any notice permitted or required by the Contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the persons and addresses shown below. In addition, if directions for telephonic transmission ("FAX") are set forth below, notices may be delivered by FAX. Notices sent by certified mail will be deemed delivered three business days after placement in the mail and notices sent by FAX will be deemed delivered when successful transmission is electronically confirmed. Except as expressly provided in the Contract, required notices must be signed by the person designated to receive notices, or that person's designee or attorney.

Contractor: ____________
____
____
____

City: ________
Central Services/_____
____
Eugene, Oregon 9740__ ______

Each party shall notify the other of any change in the name, address or FAX instructions to be used for delivery of notices.

18. **Integration.** The Contract embodies the entire agreement of the parties concerning the operation of Laurelwood Golf Course. There are no promises, terms, conditions or obligations other than those contained herein. The Contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. The Contract shall not be amended except in writing, signed by both parties.

19. **Survival.** Any duty, liability or obligation of a party which arises under this Contract, including without limitation, obligations with respect to indemnification, shall survive the termination or expiration of this Contract and shall be legally enforceable until satisfied by performance or payment, or until enforcement is legally precluded by lapse of time.

20. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this Contract. The parties agree and intend that this Contract shall be enforceable only by the parties and their duly authorized representatives.

In witness whereof, the -parties have, through their duly authorized representatives, have executed this Agreement on the dates set forth below.

City of Eugene

By:______________________________ Date: ______________________

____

____

Certification of Signatory: If Contractor is other than one or more individuals who have signed below, the individual(s) signing on behalf of Contractor certifies and swears under penalty of perjury and warrants to City that: (a) the full legal name and status of Contractor are as set forth in the caption to this Agreement, and (b) s/he is authorized to execute and deliver this Agreement to City of behalf of, and as the act of Contractor.

By:______________________________ Date: ______________________

____

____

EXHIBIT A

CITY OF EUGENE - STANDARD CONTRACT PROVISIONS
Contracts Subject to ORS Chapter 279B
Goods and Services including Personal Services
OTHER THAN Architects, Engineers, Land Surveyors on Public Improvements

The following provisions, if applicable, are hereby included in and made a part of the attached contract between the City of Eugene and the Contractor named thereon as provided for in the Eugene Code, 1971, the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines. THE CONTRACTOR AND EVERY SUBCONTRACTOR SHALL INCLUDE THESE PROVISIONS IN EVERY SUBCONTRACT SO THAT THESE PROVISIONS WILL APPLY TO, AND BE BINDING ON EVERY SUBCONTRACTOR. Failure to comply with any of the applicable provisions below shall be a material breach of the contract and may result in debarment of the Contractor or subcontractor from City contracts for up to three (3) years.

1. **Fair Employment Practice Provisions (Eugene Code, 1971, Section 4.625)**

1.1 During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor and each subcontractor agrees that it will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, marital status, familial status, age, sexual orientation or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business

(b) The Contractor and all subcontractors employing 15 or more individuals will develop and implement an affirmative action plan to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age or national origin. Such plan shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(c) The Contractor and each subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Human Rights Commission setting forth the provisions of this nondiscrimination clause.

1.2 The Contractor and each subcontractor will, prior to commencement and during the term of the contract, provide to the City such documentation, and permit any inspection of records as may be required or authorized by rules adopted by the city manager to determine compliance with paragraph 1.1 above.

1.3 If upon an investigation conducted pursuant to rules adopted by the city manager in accordance with section 2.019 of the Eugene Code, 1971 there is reasonable cause to believe that the Contractor or any subcontractors of the Contractor have failed to comply with any of the terms of paragraphs 1.1 or 1.2, a determination thereof shall be made in accordance with the adopted rules. Such determination may result in the suspension, cancellation or termination of the principal contract in whole or in part and/or the withholding of any funds due or to become due to the Contractor, pending compliance by the Contractor and/or its subcontractors, with the terms of paragraphs 1.1 and 1.2.

2. **ORS 279A.120 Nonresident Contractors.**

2.1 As used in this section, "nonresident contractor" means a contractor that: (A) has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, (B) does not have a business address in this state and (C) stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120.

2.2 If the Contractor is a nonresident contractor and the contract price exceeds $10,000, the Contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before the Contractor may receive final payment on the public contract. The City may not award a Public Improvement Contract or a Public Works Contract to a nonresident bidder that is an educational service district. The City shall satisfy itself that the requirement of this subsection has been complied with before the City issues a final payment on a public contract.

3. **ORS 279B.220 Conditions concerning payment, contributions, liens, withholding.** The Contractor shall:

(a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
(b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
(c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
(d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

4. **ORS 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.** If the contract will include lawn and landscape maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

5. **ORS 279B.230 Condition concerning payment for medical care and providing workers' compensation.**

5.1 The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

5.2 All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

6. **ORS 279B.235 Condition concerning hours of labor.** The contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).

7. **ORS 279B.240 Exclusion of recycled oils prohibited.** Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.

8. **ORS 279A.110 Discrimination in subcontracting prohibited; remedies.**

8.1 The Contractor may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.

8.2 By entering into the contract, the Contractor certifies that it has not discriminated and will not discriminate, in violation of subsection 8.1, against any minority, women or emerging small business enterprise in obtaining any required subcontract.

VI. FINANCIAL HISTORY

The following spreadsheets indicate the financial history provided by the current Operator and are for informational purposes only.

LAURELWOOD REVENUES

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Food & Bev													
2007	688.40	826.38	2,144.40										**3,659.18**
2006	598.21	1,001.76	1,364.00	3,145.70	3,373.73	3,830.20	4,636.85	4,430.84	3,141.99	2,198.20	536.55	483.35	**28,741.38**
2005	945.67	1,208.00	1,865.72	2,536.15	2,769.15	3,346.00	3,895.60	3,750.25	2,715.95	1,417.95	522.90	361.71	**25,335.05**
2004	439.98	999.85	2,309.00	3,038.22	3,542.95	3,506.15	4,220.20	3,428.70	2,475.55	1,893.55	895.90	654.05	**27,404.10**
2003	700.06	936.65	1,618.10	1,766.50	3,299.30	4,417.00	5,127.75	4,500.44	2,982.05	1,847.45	534.05	369.55	**28,098.90**
2002	479.55	1,163.05	1,862.70	2,776.00	3,647.00	4,188.50	5,358.31	4,584.50	3,263.15	2,170.52	901.30	549.20	**30,943.78**
2001	964.10	1,273.35	2,250.45	3,010.40	4,488.75	4,682.55	6,163.73	6,384.70	3,685.95	2,188.28	663.40	496.15	**36,251.81**
2000	652.75	914.80	2,064.35	3,526.60	3,377.60	4,609.85	6,506.40	6,247.79	4,096.64	3,534.50	959.50	817.40	**37,308.18**
Retail Sales													
2007	307.87	636.45	1,409.65										**2,353.97**
2006	312.00	897.19	857.45	1,804.95	2,232.54	2,089.95	2,073.10	2,297.10	2,085.42	1,084.05	280.95	627.40	**16,642.10**
2005	1,249.85	857.30	1,267.60	1,535.85	1,791.50	1,982.42	1,982.05	1,884.84	1,484.95	826.80	367.44	472.85	**15,703.45**
2004	429.45	796.60	1,896.15	2,246.40	2,234.95	2,018.25	2,406.25	1,914.15	1,434.60	912.30	512.10	784.65	**17,585.85**
2003	698.10	759.75	1,106.73	1,303.85	2,187.40	2,200.65	2,437.00	2,178.15	1,333.15	1,149.50	379.25	426.20	**16,159.73**
2002	435.15	577.15	1,710.80	2,575.40	3,659.65	4,161.37	4,238.45	3,835.51	2,769.55	1,690.80	742.76	853.00	**27,249.59**
2001	1,329.79	1,722.77	1,879.30	3,363.70	4,515.85	4,937.02	4,394.70	5,014.20	2,931.73	1,929.23	1,337.73	822.74	**34,178.76**
2000	831.65	1,182.69	2,079.30	2,844.61	4.281.29	3,545.50	5,150.14	4,749.36	4,845.26	1,409.60	1,406.35	1,212.05	**33,537.80**
Course													
2007	5,138.50	7,123.50	14,561.50										**26,823.50**
2006	2,888.50	7,517.75	10,766.73	20,253.00	23,743.50	27,365.00	34,243.75	35,417.25	29,197.00	19,382.50	4,342.00	4,092.35	**219,209.33**
2005	6,302.00	7,528.25	15,401.94	17,298.25	21,188.25	24,477.20	26,100.90	26,530.50	21,910.50	13,214.50	5,044.75	4,366.00	**189,363.04**
2004	2,778.00	5,989.00	13,888.45	21,341.98	23,943.50	37,297.50	32,008.00	25,388.00	16,656.00	12,476.25	13,212.00	5,368.00	**210,346.68**
2003	4,997.75	6,419.50	9,532.25	10,040.60	22,293.75	37,392.00	31,596.50	30,975.00	17,781.56	13,108.00	4,655.00	9,148.00	**197,939.91**
2002	4,180.00	7,620.25	11,780.00	20,542.75	30,354.50	37,657.00	35,364.25	34,086.00	25,582.50	15,788.29	13,653.75	4,513.55	**241,122.84**
2001	7,335.00	8,343.00	13,923.50	18,491.00	41,449.50	31,976.50	37,696.25	44,016.05	27,413.25	13,925.00	11,046.00	5,254.00	**260,869.05**
2000	3,236.00	4,541.00	11,969.75	20,274.80	24.191.25	26,788.00	41,397.50	35.297.00	26,933.00	14,342.00	11,661.50	6,138.85	**226,770.65**
Range													
2007	1,911.50	3,096.70	5,544.10										**10,552.30**
2006	2,241.25	3,953.75	3,937.50	8,552.00	7.550.00	6,275.75	7,435.50	6,842.50	6,295.55	4,074.25	1,425.75	2,009.75	**60,593.55**
2005	2,596.50	3.255.25	5,895.10	6,951.75	6,944.95	6,571.75	7,063.50	5,846.25	4,303.25	3,330.00	1,497.90	1,609.25	**55,865.45**
2004	1,832.65	3,418.75	6,545.50	8,809.75	7,836.40	6,559.85	7,448.25	5,325.75	5,077.75	3,782.00	2,988.75	1,708.25	**61,333.65**
2003	3,161.50	3,621.75	5,502.25	7,234.00	8,582.75	7,572.75	7,779.75	7,363.50	6,122.25	5,679.50	1,841.50	934.75	**65,396.25**
2002	1,987.75	3,789.00	4,996.25	6,978.95	8.299.95	9,959.75	10,109.60	9,182.50	7,119.75	4,994.50	2,838.00	1,789.50	**72,045.50**
2001	3,342.75	4,261.50	6,014.25	8,413.25	10.334.75	10,742.70	12,142.75	11,704.75	7,392.50	4,194.00	2,279.25	1,731.50	**82,553.95**
2000	1,718.75	2,792.50	5,114.25	7,351.75	5,841.25	8,017.25	9,283.50	9,107.50	8,120.60	4,802.15	2,659.15	1,693.75	**66,502.40**

LAURELWOOD REVENUES (Con't)

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Rental													
2007	603.00	840.00	2,027.00										**3,470.00**
2006	651.50	1,097.00	1,572.00	2,690.70	2,871.50	3,790.00	4,724.00	4,955.00	2,983.45	1,954.10	503.00	382.00	**28,174.25**
2005	920.00	867.50	1,735.05	1,663.50	2,382.00	3,025.00	3,326.85	3,401.45	2,810.00	1,653.50	805.00	706.00	**23,295.85**
2004	493.00	947.00	1,873.00	2,259.79	2,539.75	3,389.30	3,759.00	2,938.50	2,106.96	1,661.00	949.00	1,024.00	**23,940.30**
2003	612.50	942.50	1,117.50	1,220.50	2,157.00	2,448.00	3,320.00	2,781.50	2,049.00	1,445.00	505.50	500.00	**19,099.00**
2002	262.00	687.00	1,140.00	1,907.00	2,423.00	2,935.00	3,875.44	3,931.00	2,616.00	1,705.45	902.25	814.50	**23,198.64**
2001	627.00	797.00	1,331.00	1,876.00	2,690.00	3,069.00	3,719.50	5,112.50	3,114.00	1,611.00	626.00	373.00	**24,946.00**
2000	251.50	258.00	851.50	1,663.50	1,902.00	2,556.00	3,620.54	3,595.00	2,942.00	2,028.75	548.00	650.00	**20,866.79**
Lessons													
2007	0.00	0.00	0.00										**0.00**
2006	0.00	0.00	0.00	0.00	0.00	21.00	0.00	0.00	0.00	0.00	0.00	0.00	**21.00**
2005	0.00	0.00	0.00	0.00	0.00	7,325.00	0.00	0.00	504.00	0.00	0.00	0.00	**7,829.00**
2004	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,045.00	0.00	0.00	40.00	**2,085.00**
2003	0.00	0.00	0.00	580.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**580.00**
2002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
2001	0.00	420.00	0.00	(420.00)	0.00	45.00	0.00	0.00	0.00	0.00	0.00	0.00	**45.00**
2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Misc.													
2007	40.00	130.00	745.00										**915.00**
2006	126.25	62.20	119.85	1,496.75	551.00	377.00	394.25	475.00	275.90	275.90	30.00	66.12	**4,250.22**
2005	29.00	73.95	(306.00)	485.00	439.00	375.00	2,343.80	229.95	133.00	464.00	111.00	(1,106.02)	**3,271.68**
2004	(1,196.00)	301.00	560.95	629.80	570.95	462.75	425.00	214.50	(991.75)	499.95	40.00	47.00	**1,564.15**
2003	45.00	44.00	(1,142.00)	547.00	309.50	(73.00)	500.00	230.70	78.00	217.75	24.00	403.00	**1,183.95**
2002	24.00	35.00	611.00	622.30	1,012.50	(736.00)	700.68	325.00	127.00	238.00	91.95	20.00	**3,071.43**
2001	106.25	201.18	301.00	307.94	8,138.37	479.50	630.00	(2,370.65)	2,635.70	394.00	412.80	(4,438.45)	**6,797.64**
2000	21.00	16.00	256.00	1,350.00	618.75	519.00	5,468.20	208.70	233.00	290.75	261.00	26.00	**9,268.40**
Repair													
2007	0.00	0.00	7.00										**7.00**
2006	0.00	0.00	0.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**15.00**
2005	0.00	0.00	0.00	0.00	0.00	16.00	0.00	0.00	0.00	0.00	0.00	0.00	**16.00**
2004	0.00	0.00	0.00	44.00	0.00	0.00	0.00	0.00	0.00	16.00	0.00	0.00	**60.00**
2003	25.00	0.00	0.00	0.00	40.00	0.00	16.00	0.00	25.00	0.00	25.00	0.00	**131.00**
2002	19.00	0.00	10.50	15.00	52.50	32.00	154.00	24.00	10.00	0.00	10.50	0.00	**327.50**
2001	0.00	24.50	15.00	49.00	7.00	45.00	50.00	4.00	0.00	0.00	0.00	0.00	**194.50**
2000	25.00	20.50	0.00	4.00	16.00	83.50	77.00	16.00	7.50	3.00	18.00	12.00	**282.50**
Fireside Rm													
2007	1,770.00	1,602.20	2,695.00										**6,067.20**
2006	2,269.75	3,406.75	1,968.17	2,225.00	1,427.42	2,054.33	308.34	1,408.33	1,092.67	4,988.57	1,724.66	1,763.26	**24,637.25**
2005	1,917.50	2,407.50	2,277.50	1,567.50	1,958.75	1,851.25	1,854.25	1,515.00	3,175.00	4,655.75	1,047.50	2,053.00	**26,280.50**
2004	873.75	1,652.35	204.95	1,863.75	995.00	491.00	312.50	2,628.75	1,673.75	2,550.00	4,104.50	2,429.50	**19,779.80**
2003	3,073.25	2,628.25	655.00	1,093.75	2,957.50	245.50	1,982.50	2,308.00	2,123.05	1,575.00	1,830.00	1,001.25	**21,473.05**
2002	5,105.00	1,362.75	2,685.00	1,517.50	1,974.00	2,633.63	2,121.25	2,147.50	1,207.50	2,026.25	3,031.25	1,651.75	**27,463.38**
2001	3,610.00	1,118.75	3,951.25	1,458.75	2,100.00	707.50	952.50	2,157.50	2,918.25	2,268.25	1,617.50	1,261.25	**24,121.50**
2000	3,082.50	1,713.00	2,870.00	3,315.50	981.50	2,627.50	1,975.00	2,607.50	917.50	1,751.25	3,275.00	2,231.25	**27,347.50**

TOTAL LAURELWOOD REVENUES

Totals	January	February	March	April	May	June	July	August	September	October	November	December	Total
2007	10,459.27	14,255.23	29,133.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**53,848.15**
2006	9,087.46	17,936.40	20,585.70	40,168.10	41,764.69	45,803.23	53,815.79	55,826.02	45,071.98	33,957.57	8,842.91	9,424.23	**382,284.08**
2005	13,960.52	16,197.75	28,136.91	32,038.00	37,473.60	48,969.62	46,566.95	43,158.24	37,036.65	25,562.50	9,396.49	8,462.79	**346,960.02**
2004	5,650.83	14,104.55	27,278.00	40,233.69	41,663.50	53,724.80	50,579.20	41,838.35	30,477.86	23,791.05	22,702.25	12,055.45	**364,099.53**
2003	13,313.16	15,352.40	18,389.83	23,786.20	41,827.20	54,202.90	52,759.50	50,337.29	32,494.06	25,022.20	9,794.30	12,782.75	**350,061.79**
2002	12,492.45	15,234.20	24,796.25	36,934.90	51,423.10	60,831.25	61,921.98	58,116.01	42,695.45	28,613.81	22,171.76	10,191.50	**425,422.66**
2001	17,314.89	18,162.05	29,665.75	36,550.04	73,724.22	56,684.77	65,749.43	72,023.05	50,091.38	26,509.76	17,982.68	5,500.19	**469,958.21**
2000	9,819.15	11,438.49	25,205.15	40,330.76	41,209.64	48,746.60	73,478.28	61,828.85	48,095.50	28,162.00	20,788.50	12,781.30	**421,884.22**

6/8/2007

LAURELWOOD EXPENSES

Cost of Sales

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Food & Bev													
2007	264.71	695.02	886.34										1,846.07
2006	381.05	748.69	1,198.85	930.36	1,818.48	2,915.90	2,338.19	2,684.16	1,539.65	1,065.40	343.84	688.90	16,653.47
2005	417.84	627.79	1,517.04	2,644.03	1,453.82	2,232.91	2,207.15	2,319.59	2,124.94	1,531.90	456.60	455.95	17,989.56
2004	766.09	972.42	2,461.20	1,963.12	1,825.33	2,843.78	2,527.23	1,918.93	2,481.61	1,372.44	754.58	700.06	20,586.79
2003	861.53	782.30	853.63	2,072.79	1,816.81	2,830.86	3,963.46	2,762.33	2,756.81	1,642.60	1,072.89	467.43	21,883.44
2002	296.97	640.13	1,469.98	2,677.41	2,354.28	2,954.00	3,409.27	3,795.07	2,195.75	1,706.67	1,192.74	467.07	23,159.34
2001	522.00	927.55	1,687.05	2,078.99	2,989.78	3,852.20	3,816.16	4,197.34	2,618.31	2,346.36	1,117.60	761.95	26,915.29
2000	758.44	857.07	1,335.08	2,311.13	2,458.47	3,196.65	4,073.57	4,430.11	3,809.36	2,031.96	1,932.19	498.46	27,692.49
Retail Sales													
2007	151.25	264.24	647.64										1,063.13
2006	140.82	417.67	386.76	834.94	1,019.17	1,513.54	861.37	982.16	2,638.21	519.47	107.79	(51.14)	9,370.76
2005	279.95	413.21	762.48	665.22	925.22	(1,504.89)	841.72	1,474.77	607.52	295.28	361.66	4,551.72	9,673.86
2004	215.63	270.21	819.99	1,005.98	1,024.33	787.79	973.19	1,362.93	2,478.68	436.22	273.72	917.00	10,565.67
2003	1,651.74	428.47	1,041.72	578.33	1,793.76	931.71	1,462.78	1,008.61	1,331.17	509.26	170.74	1,795.77	12,704.06
2002	273.31	582.28	738.06	1,088.43	1,648.10	1,812.61	2,628.43	1,506.46	1,145.21	1,818.93	381.39	1,169.78	14,792.99
2001	618.05	760.47	1,114.33	1,857.65	2,281.93	3,500.19	3,943.95	2,628.83	2,165.40	1,007.49	789.56	1,575.49	22,243.34
2000	554.68	756.01	2,028.92	2,206.34	3,030.75	3,489.67	2,420.82	2,900.44	1,906.23	1,191.75	657.26	5,970.79	27,113.66
Repair													
2007	0.00	0.00	0.00										0.00
2006	120.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120.69
2005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27.35	0.00	0.00	0.00	2,109.04	2,136.39
2004	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	91.88	0.00	322.82	414.70
2003	0.00	0.00	0.00	9.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(5,911.03)	(5,901.11)
2002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2001	0.00	45.36	0.00	0.00	0.00	0.00	936.68	0.00	0.00	(0.36)	0.00	0.00	981.68
2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	896.27	896.27
Total C.O.S.													
2007	415.96	959.26	1,533.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,909.20
2006	642.56	1,166.36	1,585.61	1,765.30	2,837.65	4,429.44	3,199.56	3,666.32	4,177.86	1,584.87	451.63	637.76	26,144.92
2005	697.79	1,041.00	2,279.52	3,309.25	2,379.04	728.02	3,048.87	3,821.71	2,732.46	1,827.18	818.26	7,116.71	29,799.81
2004	981.72	1,242.63	3,281.19	2,969.10	2,849.66	3,631.57	3,500.42	3,281.86	4,960.29	1,900.54	1,028.30	1,939.88	31,567.16
2003	2,513.27	1,210.77	1,895.35	2,661.04	3,610.57	3,762.57	5,426.24	3,770.94	4,087.98	2,151.86	1,243.63	(3,647.83)	28,686.39
2002	570.28	1,222.41	2,208.04	3,765.84	4,002.38	4,766.61	6,037.70	5,301.53	3,340.96	3,525.60	1,574.13	1,636.85	37,952.33
2001	1,140.05	1,733.38	2,801.38	3,936.64	5,271.71	7,352.39	8,696.79	6,826.17	4,783.71	3,353.49	1,907.16	2,337.44	50,140.31
2000	1,313.12	1,613.08	3,364.00	4,517.47	5,489.22	6,686.32	6,494.39	7,330.55	5,715.59	3,223.71	2,589.45	7,365.52	55,702.42

LAURELWOOD EXPENSES CONTINUED

Labor

		January	February	March	April	May	June	July	August	September	October	November	December	Total
Pro Shop														
	2007	2,762.88	3,647.80	4,380.45										**10,791.13**
	2006	3,683.25	3,917.36	5,554.70	3,547.87	3,977.67	5,936.95	4,542.63	5,230.15	4,585.10	3,239.09	3,597.00	(3,648.89)	**44,162.88**
	2005	2,571.62	3,689.97	4,054.38	3,508.44	3,983.61	5,869.33	4,314.65	4,190.36	6,086.62	3,698.58	3,942.52	4,474.89	**50,384.97**
	2004	2,676.43	3,239.60	4,119.84	4,533.45	4,119.48	5,705.17	4,119.75	4,685.57	4,648.26	3,258.74	3,324.04	4,122.20	**48,552.53**
	2003	3,737.94	3,282.65	4,392.36	5,049.33	4,693.16	6,142.99	5,779.79	4,040.68	4,774.70	4,198.41	3,018.28	(17,747.82)	**31,362.47**
	2002	3,752.65	3,307.35	4,374.43	4,211.13	5,827.28	6,099.30	1,492.76	6,335.43	5,779.52	4,931.02	3,230.85	3,827.94	**53,169.66**
	2001	4,016.93	5,023.05	5,117.34	5,240.98	7,447.06	7,179.43	7,071.85	8,510.71	7,096.37	5,350.42	5,280.71	5,023.23	**72,358.08**
	2000	3,382.68	4,649.73	4,933.88	5,082.34	4,022.04	7,548.73	6,113.27	6,728.67	6,407.90	4,452.06	5,532.72	4,635.10	**63,489.12**
Repair														
	2007	0.00	0.00	0.00										**0.00**
	2006	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
	2005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
	2004	0.00	0.00	0.00	236.37	0.00	0.00	236.37	0.00	0.00	0.00	0.00	0.00	**472.74**
	2003	548.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**548.34**
	2002	0.00	234.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**234.53**
	2001	68.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**68.85**
	2000	0.00	0.00	341.46	0.00	0.00	0.00	0.00	0.00	221.64	0.00	0.00	0.00	**563.10**
Range														
	2007	0.00	0.00	0.00										**0.00**
	2006	478.48	753.20	1,462.16	820.68	1,112.80	1,052.96	832.36	795.84	1,103.52	1,027.83	1,166.14	312.45	**10,918.42**
	2005	637.75	1,797.13	789.08	1,302.39	2,257.90	1,693.91	819.20	1,086.68	1,972.46	990.00	726.96	468.24	**14,541.70**
	2004	725.20	448.29	812.79	1,910.47	1,619.77	1,391.88	650.25	897.12	1,439.99	1,295.00	796.00	1,622.46	**13,609.22**
	2003	0.00	1,207.48	1,253.55	1,999.30	2,174.58	1,749.88	2,489.58	1,550.98	1,123.19	2,458.34	800.76	591.07	**17,398.71**
	2002	163.64	1,246.50	721.45	1,108.45	3,226.37	1,659.42	2,382.81	961.47	674.98	802.47	567.67	190.62	**13,705.85**
	2001	157.02	1,055.86	1,189.14	1,387.98	1,997.35	686.24	624.04	700.32	593.85	473.01	362.64	47.98	**9,275.43**
	2000	24.00	0.00	265.31	645.03	625.32	696.35	919.81	1,937.57	1,140.58	1,719.62	709.82	380.25	**9,063.66**
Maintenance														
	2007	3,302.68	5,383.91	5,257.04										**13,943.63**
	2006	4,071.09	5,803.45	2,450.31	5,632.31	6,909.64	7,574.72	7,414.34	8,114.85	6,916.32	5,680.13	5,320.72	4,105.42	**69,993.30**
	2005	4,501.47	5,058.19	5,741.81	5,150.56	5,221.15	7,541.59	7,933.20	7,496.49	7,136.61	5,774.28	5,743.73	4,316.27	**71,615.35**
	2004	5,208.44	4,528.11	5,145.83	7,689.55	7,008.04	6,922.12	6,964.42	7,050.26	7,683.33	6,252.48	6,644.12	5,573.07	**76,669.77**
	2003	4,712.94	2,497.17	2,981.38	4,765.60	5,199.32	5,755.81	7,389.53	6,560.57	6,275.06	6,599.80	4,964.84	27,944.65	**85,646.67**
	2002	5,764.87	4,644.38	4,998.98	5,553.00	5,836.34	6,525.29	6,442.90	8,072.57	5,202.22	7,537.89	5,682.88	5,197.49	**71,658.81**
	2001	3,584.85	3,405.88	3,764.95	4,927.25	7,155.35	7,656.71	7,960.57	9,903.21	7,274.23	6,446.28	6,778.40	5,791.92	**74,649.60**
	2000	4,451.34	4,484.44	5,398.23	6,643.76	6,093.33	6,793.47	6,955.61	5,231.20	4,206.78	4,423.53	4,547.69	3,050.96	**62,280.34**

LAURELWOOD EXPENSES CONTINUED

Labor, cont.

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Fireside Room													
2007	10.00	0.00	102.00										112.00
2006	71.70	18.50	0.00	0.00	0.00	26.60	0.00	0.00	58.20	145.70	87.30	46.50	454.50
2005	40.50	16.50	198.80	111.70	215.05	203.80	159.85	218.50	61.00	5.30	0.00	62.00	1,293.00
2004	87.50	91.00	114.90	283.80	262.70	313.00	107.30	294.80	235.20	256.70	143.50	175.20	2,365.60
2003	186.30	167.50	130.20	143.30	190.80	100.60	160.30	172.30	122.90	128.60	117.50	128.20	1,748.50
2002	0.00	85.20	205.40	159.10	138.50	83.70	72.70	145.00	70.30	70.30	151.00	176.00	1,357.20
2001	153.00	189.90	67.80	100.50	49.00	49.50	43.20	66.30	88.95	72.20	90.90	113.00	1,084.25
2000	293.50	176.80	102.50	94.10	114.40	73.50	128.60	106.00	0.00	92.00	(1,383.10)	298.00	96.30
Gen. & Admin													
2007	4,488.58	4,205.56	3,753.29										12,447.43
2006	4,232.79	4,349.58	3,345.55	3,274.53	3,466.58	3,839.29	5,405.65	5,143.22	4,511.53	5,107.89	4,333.12	6,342.27	53,352.00
2005	3,880.95	4,197.56	4,125.59	4,120.72	4,288.73	4,596.30	4,422.86	4,572.08	4,665.22	4,279.94	2,613.03	(27,367.19)	18,395.79
2004	3,976.45	3,931.81	4,077.88	5,163.11	4,457.83	4,543.70	4,354.57	4,448.02	4,561.20	4,229.32	4,200.12	5,274.32	53,218.33
2003	4,716.60	4,004.42	4,056.90	4,582.79	4,456.84	4,515.38	4,828.64	4,466.95	4,390.37	4,537.05	3,964.79	6,626.36	55,147.09
2002	4,262.23	4,396.51	4,311.64	4,345.32	4,754.65	4,716.45	4,591.42	4,719.58	4,250.47	4,485.81	4,148.39	4,019.08	53,001.55
2001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.25	500.00	0.00	0.00	523.25
2000	32.20	0.00	0.00	(176.36)	0.00	0.00	0.00	0.00	500.00	(9.00)	27.76	184.00	558.60
Total Labor													
2007	10,564.14	13,237.27	13,492.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,294.19
2006	12,537.31	14,842.09	12,812.72	13,275.39	15,466.69	18,430.52	18,194.98	19,284.06	17.174.67	15,200.64	14,504.28	7,157.75	178,881.10
2005	11,632.29	14,759.35	14,909.66	14,193.81	15,966.44	19,904.93	17,649.76	17,564.11	19,921.91	14,748.10	13,026.24	(18,045.79)	156,230.81
2004	12,674.02	12,238.81	14,271.24	19,816.75	17,467.82	18,875.87	16,432.66	17,375.77	18,567.98	15,292.24	15,107.78	16,767.25	194,888.19
2003	13,902.12	11,159.22	12,814.39	16,540.32	16,714.70	18,264.66	20,647.84	16,791.48	16,686.22	17,922.20	12,866.17	17,542.46	191,851.78
2002	13,943.39	13,914.47	14,611.90	15,377.00	19,783.14	19,084.16	14.982.59	20,234.05	15,977.49	17,827.49	13,980.79	13,411.13	193,127.60
2001	7,980.65	9,674.69	10,139.23	11,656.71	16,648.76	15,571.88	15,699.66	19,180.54	15,076.65	12,841.91	12,512.65	10,976.13	157,959.46
2000	8,183.72	9,310.97	11,041.38	12,288.87	10,855.09	15,112.05	14,117.29	14,003.44	12,476.90	10,678.21	9,434.89	8,548.31	136,051.12

LAURELWOOD EXPENSES CONTINUED

Other Expenses

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Pro Shop													
2007	334.48	191.21	945.49										1,471.18
2006	58.75	372.17	375.62	587.12	1,441.04	805.08	476.66	1,271.70	2,034.76	838.51	131.97	1,222.75	9,616.13
2005	159.46	(13.48)	273.90	352.10	575.78	586.69	1,062.86	(68.64)	1,328.96	519.10	(337.94)	134.90	4,573.69
2004	(11.65)	153.66	255.25	328.66	831.77	849.56	329.69	103.39	1,198.41	488.57	37.64	107.57	4,672.52
2003	109.29	144.89	164.17	282.04	795.33	504.96	779.99	1,890.94	756.89	510.90	(36.09)	675.94	6,579.25
2002	220.18	141.58	0.50	85.66	799.34	612.62	1,776.85	422.42	992.38	330.94	(51.03)	309.35	5,640.79
2001	301.05	51.87	166.44	73.59	146.69	973.82	615.09	3,890.01	122.10	503.68	347.07	127.81	7,319.22
2000	(133.80)	37.42	188.99	323.53	(64.52)	2,038.29	160.07	950.23	190.56	803.18	97.28	185.55	4,776.78
Repair													
2007	0.00	0.00	0.00										0.00
2006	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2004	0.00	0.00	8.75	0.00	0.00	77.27	0.00	0.00	0.00	0.00	0.00	0.00	86.02
2003	0.00	0.00	0.00	51.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.16
2002	0.00	0.00	0.00	40.17	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	50.17
2001	26.75	4.86	0.00	45.25	0.00	0.00	0.00	0.00	120.68	0.00	0.00	0.00	197.54
2000	20.75	0.00	0.00	0.00	0.00	0.00	0.00	35.18	0.00	0.00	44.00	0.00	99.93
Range													
2007	15.74	3.30	2,304.50										2,323.54
2006	0.00	93.98	158.90	91.85	562.69	2,780.61	363.25	228.40	332.85	169.25	36.00	118.45	4,936.23
2005	10.40	163.74	243.05	9.00	453.60	198.60	2,807.05	894.52	1,351.07	251.85	10.65	43.80	6,437.33
2004	0.00	5.95	105.23	186.95	206.44	236.65	458.80	40.15	16.30	88.25	0.00	2.15	1,346.87
2003	2,562.89	3,573.25	67.89	2,358.35	863.88	16,842.47	762.27	1,215.45	217.70	2,391.75	38.50	(7,065.60)	23,828.80
2002	88.75	187.60	450.12	949.26	571.86	7,867.29	1,328.58	314.85	204.45	1,806.90	80.20	113.60	13,963.46
2001	22.25	70.60	91.33	1,313.05	287.86	1,342.47	178.00	258.55	3,255.00	158.88	41.03	113.30	7,132.32
2000	20.50	114.95	50.80	190.01	8,961.56	169.23	789.32	471.07	1,839.85	81.75	52.75	45.75	12,787.54
Maintenance													
2007	1,164.32	3,422.95	744.57										5,331.84
2006	2,914.64	1,894.20	3,014.28	5,989.83	9,979.93	3,997.49	5,239.25	14,056.51	15,601.91	3,592.86	4,195.26	5,527.04	76,003.20
2005	1,544.88	2,753.50	2,843.03	3,382.85	5,599.12	7,963.06	8,978.60	5,347.63	41,813.54	11,768.32	4,131.44	4,006.09	100,132.06
2004	1,414.48	2,561.03	2,742.21	3,583.00	6,076.49	6,479.23	9,332.47	9,774.94	5,245.80	9,449.12	2,297.11	2,954.01	61,909.89
2003	1,682.37	2,794.26	4,840.86	3,249.98	2,761.20	9,964.59	10,719.74	15,455.21	10,222.67	5,684.65	5,137.15	2,213.73	74,726.41
2002	408.72	2,594.14	3,124.16	3,618.06	4,223.27	8,558.49	12,870.62	32,900.24	140.13	7,905.64	2,957.72	4,799.53	84,100.72
2001	917.42	2,270.92	16,227.53	4,415.27	5,192.77	11,029.13	8,767.54	40,148.14	9,914.76	5,218.96	3,239.73	4,897.30	112,239.47
2000	3,072.13	2,656.55	3,245.69	3,213.49	1,641.38	13,582.73	3,706.06	7,638.03	10,501.51	6,581.87	2,431.29	2,062.84	60,333.57

LAURELWOOD EXPENSES CONTINUED

Other Expenses, cont.

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Fireside Room													
2007	97.76	32.87	26.00										156.63
2006	48.50	100.39	37.00	23.00	30.38	125.05	35.36	185.90	419.00	55.45	57.54	28.30	1,145.87
2005	45.99	11.50	137.60	22.50	627.96	38.29	32.00	48.50	23.00	37.00	242.90	111.90	1,379.14
2004	1,935.90	137.50	35.50	51.10	21.50	412.29	35.50	35.37	101.50	120.55	116.20	38.00	3,040.91
2003	431.00	35.50	22.50	144.55	35.50	181.04	84.15	464.75	374.95	21.50	203.37	161.59	2,160.40
2002	101.25	281.50	410.90	21.50	2,034.65	607.92	44.05	370.40	223.87	89.10	41.05	119.22	4,345.41
2001	193.15	10.75	181.03	6,509.72	419.56	949.52	379.04	330.50	459.98	397.25	481.40	1,240.28	11,552.18
2000	168.67	294.41	435.04	151.18	181.74	179.90	305.19	229.13	508.68	159.90	73.20	87.00	2,774.04
Gen. & Admin													
2007	6,691.31	1,522.51	1,050.46										9,264.28
2006	2,583.31	2,491.21	7,159.87	1,789.52	2,011.25	1,601.32	2,052.45	5,408.38	13,303.37	1,424.74	4,131.77	(1,184.00)	42,773.19
2005	1,459.80	7,343.20	1,180.74	1,553.13	2,134.53	2,490.36	1,336.23	1,626.04	3,244.29	2,672.06	3,206.32	2,500.26	30,746.96
2004	2,015.89	7,694.14	1,876.77	2,002.49	3,498.28	1,702.75	1,756.45	3,351.79	1,845.59	12,770.98	3,505.72	4,007.19	46,028.04
2003	2,444.25	2,272.15	8,188.20	2,352.64	1,807.49	2,654.23	1,953.40	2,434.91	3,472.36	12,961.80	1,825.45	4,140.44	46,507.32
2002	1,418.74	2,827.45	4,984.95	3,618.84	163.10	4,469.50	3,164.41	3,636.63	5,825.81	13,835.29	3,688.60	1,960.38	49,593.70
2001	1,878.15	1,627.39	6,178.51	2,416.44	2,752.26	1,950.45	3,672.31	3,576.29	11,951.12	37,361.40	17,956.23	3,103.48	94,424.03
2000	2,280.71	3,115.25	2,465.83	2,805.70	3,212.95	4,997.38	1,607.99	2,385.06	36,532.93	3,851.39	2,549.74	22,428.56	88,233.49
Total Oth. Exp													
2007	8,303.61	5,172.84	5,071.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,547.47
2006	5,605.20	4,951.95	10,745.67	8,481.32	14,025.29	9,309.55	8,166.97	21,150.89	31,691.89	6,080.81	8,552.54	5,712.54	134,474.62
2005	3,220.53	10,258.46	4,678.32	5,319.58	9,390.99	11,277.00	14,216.74	7,848.05	47,760.86	15,248.33	7,253.37	6,796.95	143,269.18
2004	5,354.62	10,552.28	5,023.71	6,152.20	10,634.48	9,757.75	11,912.91	13,305.64	8,407.60	22,917.47	5,956.67	7,108.92	117,084.25
2003	7,229.80	8,820.05	13,283.62	8,438.72	6,263.40	30,147.29	14,299.55	21,461.26	15,044.57	21,570.60	7,168.38	126.10	153,853.34
2002	2,237.64	6,032.27	8,970.63	8,333.49	7,792.22	22,115.82	19,194.51	37,644.54	7,386.64	23,967.87	6,716.54	7,302.08	157,694.25
2001	3,338.77	4,036.39	22,844.84	14,773.32	8,799.14	16,245.39	13,611.98	48,203.49	25,823.64	43,640.17	22,065.46	9,482.17	232,864.76
2000	5,428.96	6,218.58	6,386.35	6,683.91	13,933.11	20,967.53	6,568.63	11,708.70	49,573.53	11,478.09	5,248.26	24,809.70	169,005.35

TOTAL LAURELWOOD EXPENSES

Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
2007	19,283.71	19,369.37	20,097.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58,750.86
2006	18,785.07	20,960.40	25,144.00	23,522.01	32,329.63	32,169.51	29,561.51	44,101.27	53,044.42	22,866.32	23,508.45	13,508.05	339,500.64
2005	15,550.61	26,058.81	21,867.50	22,822.64	27,736.47	31,909.95	34,915.37	29,233.87	70,415.23	31,823.61	21,097.87	(4,132.13)	329,299.80
2004	19,010.36	24,033.72	22,576.14	28,938.05	30,951.96	32,265.19	31,845.99	33,963.27	31,935.87	40,110.25	22,092.75	25,816.05	343,539.60
2003	23,645.19	21,190.04	27,993.36	27,640.08	26,588.67	52,174.52	40,373.63	42,023.68	35,818.77	41,644.66	21,278.18	14,020.73	374,391.51
2002	16,751.31	21,169.15	25,790.57	27,476.33	31,577.74	45,966.59	40,214.80	63,180.12	26,705.09	45,320.96	22,271.46	22,350.06	388,774.18
2001	12,459.47	15,444.46	35,785.45	30,366.67	30,719.61	39,169.66	38,008.43	74,210.20	45,684.00	59,835.57	36,485.27	22,795.74	440,964.53
2000	14,925.80	17,142.63	20,791.73	23,490.25	30,277.42	42,765.90	27,180.31	33,042.69	67,766.02	25,380.01	17,272.60	40,723.53	360,758.89

IX. ESTIMATED ANNUAL OPERATING BUDGET FORMS

The following forms must be submitted as part of each proposal. Forms A, B, and C must be filled out for each contract year (Year 1 through Year 5).

FORM A1:

Year One (1) ____________________

PAYROLL (Detail Page):

	Number of People	Cost per Month	Cost per Year*
Course Manager**	________	$ ________	$ ________
Course Pro	________	$ ________	$ ________
Course Assist. Pro	________	$ ________	$ ________
Accountant/Bookkeeper	________	$ ________	$ ________
Pro Shop	________	$ ________	$ ________
Superintendent	________	$ ________	$ ________
Assist. Superintendent	________	$ ________	$ ________
Maintenance Personnel (i.e. ball pickers, mowers)	________	$ ________	$ ________
Course Marshalls	________	$ ________	$ ________
Starters	________	$ ________	$ ________
Other (identify)			
____________	$ ________	$ ________	$ ________
____________	$ ________	$ ________	$ ________
____________	$ ________	$ ________	$ ________
FRINGE BENEFITS (% plus amount) (ie. FICA, Worker's Compensation)		$ ________	$ ________
TOTAL PAYROLL EXPENSES		$ ________	$ ________

*If not 12 months, indicate with footnote.
**If not contractor, must have prior City approval.

FORM B1: CASH FLOW ANALYSIS

ESTIMATED ANNUAL OPERATION BUDGET-LAURELWOOD GOLF COURSE

Year One (1) ____________________

COURSE EXPENSES:	Cost per Month	Cost per Year*	
Insurance	$________	$________	
Telephone	$________	$________	
Computers	$________	$________	
Office Supplies/Postage	$________	$________	
Advertising	$________	$________	
Travel/Training/Entertainment	$________	$________	
Pro Shop Inventory (ie. Food, beverages, clubs, shoes)	$________	$________	
Club Repair Supplies	$________	$________	
Utilities	$________	$________	
Course Equipment Maintenance	$________	$________	
Course Maintenance Supplies (ie. fertilizer, fuel, irrigation, sand, seed)	$________	$________	
Rental Equipment and Maintenance balls, pull carts, power carts, clubs)	$________	$________	(ie, range
Fireside Room Maintenance	$________	$________	
General & Administration Expense (attach detail)	$________	$________	
Capital Improvements	$________	$________	
Depreciation (footnote methodology and attach schedules)	$________	$________	
Other (identify)	$________	$________	
____________	$________	$________	
____________	$________	$________	
____________	$________	$________	
Total Course Expenses	$________	$________	
Total Payroll Expenses (from detail page)	$________	$________	
Grand Total:	$________	$________	

FORM C1: CASH FLOW ANALYSIS

ESTIMATED ANNUAL REVENUES*-LAURELWOOD GOLF COURSE

Year One (1) ______________________

	Average Revenue per Month	Revenue per Year*
Course	$______________	$__________
Driving Range	$______________	$__________
Club Rentals	$______________	$__________
Equipment Sales	$______________	$__________
Food and Beverage Sales	$______________	$__________
Cart Rentals	$______________	$__________
Pro Shop Inventory	$______________	$__________
Fireside Room Rentals	$______________	$__________
Repair	$______________	$__________
Lessons	$______________	$__________
Other (identify)	$______________	$__________
______________	$______________	$__________
______________	$______________	$__________
______________	$______________	$__________
Total REVENUES	$______________	$__________

*If not 12 months, indicate with footnote.
**If not contractor, must have prior City approval.

FORM A2:

Year Two (2)

PAYROLL (Detail Page):

	Number of People	Cost per Month	Cost per Y ear*
Course Manager**	______	$ ______	$ ______
Course Pro	______	$ ______	$ ______
Course Assist. Pro	______	$ ______	$ ______
Accountant/Bookkeeper	______	$ ______	$ ______
Pro Shop	______	$ ______	$ ______
Superintendent	______	$ ______	$ ______
Assist. Superintendent	______	$ ______	$ ______
Maintenance Personnel (i.e. ball pickers, mowers)	______	$ ______	$ ______
Course Marshalls	______	$ ______	$ ______
Starters	______	$ ______	$ ______
Other (identify)			
______	$ ______	$ ______	$ ______
______	$ ______	$ ______	$ ______
______	$ ______	$ ______	$ ______
FRINGE BENEFITS (% plus amount) (ie. FICA, Worker's Compensation)		$ ______	$ ______
TOTAL PAYROLL EXPENSES		$ ______	$ ______

*If not 12 months, indicate with footnote.
**If not contractor, must have prior City approval.

FORM B2: CASH FLOW ANALYSIS

ESTIMATED ANNUAL OPERATION BUDGET-LAURELWOOD GOLF COURSE

Year Two (2) ____________________

COURSE EXPENSES:	Cost per Month	Cost per Year*	
Insurance	$__________	$__________	
Telephone	$__________	$__________	
Computers	$__________	$__________	
Office Supplies/Postage	$__________	$__________	
Advertising	$__________	$__________	
Travel/Training/Entertainment	$__________	$__________	
Pro Shop Inventory (ie. Food, beverages, clubs, shoes)	$__________	$__________	
Club Repair Supplies	$__________	$__________	
Utilities	$__________	$__________	
Course Equipment Maintenance	$__________	$__________	
Course Maintenance Supplies (ie. fertilizer, fuel, irrigation, sand, seed)	$__________	$__________	
Rental Equipment and Maintenance balls, pull carts, power carts, clubs)	$__________	$__________	(ie, range
Fireside Room Maintenance	$__________	$__________	
General & Administration Expense (attach detail)	$__________	$__________	
Capital Improvements	$__________	$__________	
Depreciation (footnote methodology and attach schedules)	$__________	$__________	
Other (identify)	$__________	$__________	
__________	$__________	$__________	
__________	$__________	$__________	
__________	$__________	$__________	
Total Course Expenses	$__________	$__________	
Total Payroll Expenses (from detail page)	$__________	$__________	
Grand Total:	$__________	$__________	

FORM C2: CASH FLOW ANALYSIS

ESTIMATED ANNUAL REVENUES*-LAUREL WOOD GOLF COURSE

Year Two (2) ____________________

	Average Revenue per Month	Revenue per Year*
Course	$__________	$__________
Driving Range	$__________	$__________
Club Rentals	$__________	$__________
Equipment Sales	$__________	$__________
Food and Beverage Sales	$__________	$__________
Cart Rentals	$__________	$__________
Pro Shop Inventory	$__________	$__________
Fireside Room Rentals	$__________	$__________
Repair	$__________	$__________
Lessons	$__________	$__________
Other (identify)	$__________	$__________
__________	$__________	$__________
__________	$__________	$__________
__________	$__________	$__________
Total REVENUES	$__________	$__________

*If not 12 months, indicate with footnote.
**If not contractor, must have prior City approval.

FORM A3:

Year Three (3)

PAYROLL (Detail Page):

	Number of People	Cost per Month	Cost per Year*
Course Manager**	________	$ ________	$ ________
Course Pro	________	$ ________	$ ________
Course Assist. Pro	________	$ ________	$ ________
Accountant/Bookkeeper	________	$ ________	$ ________
Pro Shop	________	$ ________	$ ________
Superintendent	________	$ ________	$ ________
Assist. Superintendent	________	$ ________	$ ________
Maintenance Personnel (i.e. ball pickers, mowers)	________	$ ________	$ ________
Course Marshalls	________	$ ________	$ ________
Starters	________	$ ________	$ ________
Other (identify)			
________	$ ________	$ ________	$ ________
________	$ ________	$ ________	$ ________
________	$ ________	$ ________	$ ________
FRINGE BENEFITS (% plus amount) (ie. FICA, Worker's Compensation)		$ ________	$ ________
TOTAL PAYROLL EXPENSES		$ ________	$ ________

*If not 12 months, indicate with footnote.
**If not contractor, must have prior City approval.

FORM B3: CASH FLOW ANALYSIS

ESTIMATED ANNUAL OPERATION BUDGET-LAURELWOOD GOLF COURSE

Year Three (3) ____________________

COURSE EXPENSES:	Cost per Month	Cost per Year*	
Insurance	$________	$________	
Telephone	$________	$________	
Computers	$________	$________	
Office Supplies/Postage	$________	$________	
Advertising	$________	$________	
Travel/Training/Entertainment	$________	$________	
Pro Shop Inventory (ie. Food, beverages, clubs, shoes)	$________	$________	
Club Repair Supplies	$________	$________	
Utilities	$________	$________	
Course Equipment Maintenance	$________	$________	
Course Maintenance Supplies (ie. fertilizer, fuel, irrigation, sand, seed)	$________	$________	
Rental Equipment and Maintenance balls, pull carts, power carts, clubs)	$________	$________	(ie, range
Fireside Room Maintenance	$________	$________	
General & Administration Expense (attach detail)	$________	$________	
Capital Improvements	$________	$________	
Depreciation (footnote methodology and attach schedules)	$________	$________	
Other (identify)	$________	$________	
________	$________	$________	
________	$________	$________	
________	$________	$________	
Total Course Expenses	$________	$________	
Total Payroll Expenses (from detail page)	$________	$________	
Grand Total:	$________	$________	

FORM C3: CASH FLOW ANALYSIS

ESTIMATED ANNUAL REVENUES*-LAURELWOOD GOLF COURS E

Year Three (3) ______________________

	Average Revenue per Month	Revenue per Year*
Course	$______________	$__________
Driving Range	$______________	$__________
Club Rentals	$______________	$__________
Equipment Sales	$______________	$__________
Food and Beverage Sales	$______________	$__________
Cart Rentals	$______________	$__________
Pro Shop Inventory	$______________	$__________
Fireside Room Rentals	$______________	$__________
Repair	$______________	$__________
Lessons	$______________	$__________
Other (identify)	$______________	$__________
______________	$______________	$__________
______________	$______________	$__________
______________	$______________	$__________
Total REVENUES	$______________	$__________

*If not 12 months, indicate with footnote.
**If not contractor, must have prior City approval.

FORM A4:

Year Four (4)

PAYROLL (Detail Page):

	Number of People	Cost per Month	Cost per Y ear*
Course Manager**		$	$
Course Pro		$	$
Course Assist. Pro		$	$
Accountant/Bookkeeper		$	$
Pro Shop		$	$
Superintendent		$	$
Assist. Superintendent		$	$
Maintenance Personnel (i.e. ball pickers, mowers)		$	$
Course Marshalls		$	$
Starters		$	$
Other (identify)			
	$	$	$
	$	$	$
	$	$	$
FRINGE BENEFITS (% plus amount) (ie. FICA, Worker's Compensation)		$	$
TOTAL PAYROLL EXPENSES		$	$

*If not 12 months, indicate with footnote.
**If not contractor, must have prior City approval.

FORM B4: CASH FLOW ANALYSIS

ESTIMATED ANNUAL OPERATION BUDGET-LAURELWOOD GOLF COURSE

Year Four (4) ____________________

COURSE EXPENSES:	Cost per Month	Cost per Year*	
Insurance	$__________	$__________	
Telephone	$__________	$__________	
Computers	$__________	$__________	
Office Supplies/Postage	$__________	$__________	
Advertising	$__________	$__________	
Travel/Training/Entertainment	$__________	$__________	
Pro Shop Inventory (ie. Food, beverages, clubs, shoes)	$__________	$__________	
Club Repair Supplies	$__________	$__________	
Utilities	$__________	$__________	
Course Equipment Maintenance	$__________	$__________	
Course Maintenance Supplies (ie. fertilizer, fuel, irrigation, sand, seed)	$__________	$__________	
Rental Equipment and Maintenance balls, pull carts, power carts, clubs)	$__________	$__________	(ie, range
Fireside Room Maintenance	$__________	$__________	
General & Administration Expense (attach detail)	$__________	$__________	
Capital Improvements	$__________	$__________	
Depreciation (footnote methodology and attach schedules)	$__________	$__________	
Other (identify)	$__________	$__________	
__________	$__________	$__________	
__________	$__________	$__________	
__________	$__________	$__________	
Total Course Expenses	$__________	$__________	
Total Payroll Expenses (from detail page)	$__________	$__________	
Grand Total:	$__________	$__________	

FORM C4: CASH FLOW ANALYSIS

ESTIMATED ANNUAL REVENUES*-LAURELWOOD GOLF COURSE

Year Four (4) ____________________

	Average Revenue per Month	Revenue per Year*
Course	$________	$________
Driving Range	$________	$________
Club Rentals	$________	$________
Equipment Sales	$________	$________
Food and Beverage Sales	$________	$________
Cart Rentals	$________	$________
Pro Shop Inventory	$________	$________
Fireside Room Rentals	$________	$________
Repair	$________	$________
Lessons	$________	$________
Other (identify)	$________	$________
________	$________	$________
________	$________	$________
________	$________	$________
Total REVENUES	$________	$________

*If not 12 months, indicate with footnote.
**If not contractor, must have prior City approval.

FORM A5:

Year Five (5)

PAYROLL (Detail Page):

	Number of People	Cost per Month	Cost per Year*
Course Manager**		$	$
Course Pro		$	$
Course Assist. Pro		$	$
Accountant/Bookkeeper		$	$
Pro Shop		$	$
Superintendent		$	$
Assist. Superintendent		$	$
Maintenance Personnel (i.e. ball pickers, mowers)		$	$
Course Marshalls		$	$
Starters		$	$
Other (identify)			
	$	$	$
	$	$	$
	$	$	$
FRINGE BENEFITS (% plus amount) (ie. FICA, Worker's Compensation)		$	$
TOTAL PAYROLL EXPENSES		$	$

*If not 12 months, indicate with footnote.
**If not contractor, must have prior City approval.

FORM B5: CASH FLOW ANALYSIS

ESTIMATED ANNUAL OPERATION BUDGET-LAURELWOOD GOLF COURSE

Year Five (5) ____________________

COURSE EXPENSES:	Cost per Month	Cost per Year*	
Insurance	$________	$________	
Telephone	$________	$________	
Computers	$________	$________	
Office Supplies/Postage	$________	$________	
Advertising	$________	$________	
Travel/Training/Entertainment	$________	$________	
Pro Shop Inventory (ie. Food, beverages, clubs, shoes)	$________	$________	
Club Repair Supplies	$________	$________	
Utilities	$________	$________	
Course Equipment Maintenance	$________	$________	
Course Maintenance Supplies (ie. fertilizer, fuel, irrigation, sand, seed)	$________	$________	
Rental Equipment and Maintenance balls, pull carts, power carts, clubs)	$________	$________	(ie, range
Fireside Room Maintenance	$________	$________	
General & Administration Expense (attach detail)	$________	$________	
Capital Improvements	$________	$________	
Depreciation (footnote methodology and attach schedules)	$________	$________	
Other (identify)	$________	$________	
________	$________	$________	
________	$________	$________	
________	$________	$________	
Total Course Expenses	$________	$________	
Total Payroll Expenses (from detail page)	$________	$________	
Grand Total:	$________	$________	

FORM C5: CASH FLOW ANALYSIS

ESTIMATED ANNUAL REVENUES*-LAURELWOOD GOLF COURSE

Year Five (5) ____________________

	Average Revenue per Month	Revenue per Year*
Course	$__________	$__________
Driving Range	$__________	$__________
Club Rentals	$__________	$__________
Equipment Sales	$__________	$__________
Food and Beverage Sales	$__________	$__________
Cart Rentals	$__________	$__________
Pro Shop Inventory	$__________	$__________
Fireside Room Rentals	$__________	$__________
Repair	$__________	$__________
Lessons	$__________	$__________
Other (identify)	$__________	$__________
__________	$__________	$__________
__________	$__________	$__________
__________	$__________	$__________
Total REVENUES	$__________	$__________

*If not 12 months, indicate with footnote.
**If not contractor, must have prior City approval.

FORM D: CASH FLOW ANALYSIS
LAURELWOOD GOLF COURSE-SUMMARY SHEET

Year 1

TOTAL REVENUES $____________________

TOTAL EXPENDITURES $____________________

PAYMENT TO CITY $____________________

Year 2

TOTAL REVENUES $____________________

TOTAL EXPENDITURES $____________________

PAYMENT TO CITY $____________________

Year 3

TOTAL REVENUES $____________________

TOTAL EXPENDITURES $____________________

PAYMENT TO CITY $____________________

Year 4

TOTAL REVENUES $____________________

TOTAL EXPENDITURES $____________________

PAYMENT TO CITY $____________________

Year 5

TOTAL REVENUES $____________________

TOTAL EXPENDITURES $____________________

PAYMENT TO CITY $____________________

FORM E: SUMMARY OF FINANCIAL INFORMATION SUBMITTED WITH PROPOSAL

FROM A FINANCIAL STATEMENT OF OPERATIONS SUMMARIZE THE FOLLOWING:

ASSETS: ____________________

LIABILITIES: ____________________

NET WORTH: ____________________

FROM THE COPY OF YOUR LINE OF CREDIT/LETTER OF INTENT, INDICATE THE DOLLAR AMOUNT AVAILABLE TO YOU:

____

CONFIRM NAME IN WHICH THE LINE OF CREDIT AND/OR LETTER OF INTENT IS IN (if in partnership name, must have documented that partners are in agreement):

____

X. STANDARD PROPOSAL FORM

CITY OF EUGENE

Solicitation No. 2007200090

Opening Date: **Thursday, July 12, 2007 2:30 PM**

I, the undersigned, and authorized representative of ______________________________
(Company Name)

certify the following:

Acknowledgement of terms, conditions and specifications
I have read, understand and agree to be bound by the terms, conditions, and contract provisions included in the solicitation documents as well as all addenda issued for this solicitation. I agree to fulfill the requirements to furnish all material, labor, or to perform all work as herein indicated in strict accordance with the solicitation documents as well as all addenda issued for this solicitation. I have fully availed myself to the location or conditions under which the work is to be performed.

Compliance with Laws
Offeror in carrying out the contract will comply with all applicable laws. Offeror certifies, under penalty of perjury, that the offeror is, to the best of the offeror's knowledge, not in violation of any tax law described in ORS 305.380(4).

Access to Plant or Place of Business
Offeror agrees that the City may enter a contractor's or subcontractor's plant or place of business during normal business hours for the following purposes: inspect and/or test supplies or services for acceptance by the City pursuant to the terms of the Contract, and investigate the offeror's minority business certification or other offeror qualifications.

Cooperative Purchasing
The Offeror agrees to extend the terms, conditions and prices of the original City of Eugene contract to any other governmental agency. Pursuant to ORS 279A.215, other governmental agencies may establish contracts or price agreements under the terms, conditions and prices of the original contract. Agency/agencies shall have the power and authority to contract directly with the successful vendor(s).

Noncollusion
The offeror certifies that the offer has been arrived at by the offeror, independently, and has been submitted without collusion with, and without any agreement, understanding or planned course of action with, any other contractor, offeror, or vendor on materials, supplies, equipment or services, described in the solicitation documents, designed to limit independent offers or competition. The contents of the offer herein presented and made have not been communicated by the offeror or their employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the solicitation, and will not be communicated to any such person prior the closing time of the solicitation.

We therefore offer the following equipment/service at the prices indicated hereon in fulfillment of the requirements and specifications contained within the solicitation documents and all addenda.

Name:______________________________ Title:______________________________

Signature:___________________________ Date:______________________________

Company Name:____

Address:____

Phone:_____________________________ Fax:_______________________________