

GOLF ORDINANCE ATTACHMENT 1

**THE CITY OF SEATTLE DEPARTMENT OF PARKS AND RECREATION  
GOLF COURSE MANAGEMENT AGREEMENT**

THIS GOLF COURSE MANAGEMENT AGREEMENT (“Agreement”) is entered into by and between the City of Seattle (“City”), a municipal corporation of the State of Washington, acting by and through its Department of Parks and Recreation (“Department”) and the Superintendent thereof, and Premier Golf Centers, LLC (“Operator”), a California limited liability company.

RECITALS:

WHEREAS, pursuant to Article XI of the Seattle Charter, the Superintendent has the responsibility for the operation and control of the parks and recreation system of the City; and

WHEREAS, the City owns the Jackson, Jefferson, Interbay, and West Seattle Golf Courses and related facilities (“Golf Courses”); and

WHEREAS, the City desires to enter into an agreement with an experienced public and/or municipal golf course operator to provide for the overall management and operation of golf services, collect fees on behalf of the City, and to ensure the highest quality of golf programs and related benefits for the public while operating within the budget approved by the City; and

WHEREAS, the Department issued a request for proposals in order to select a golf course operator and Premier Golf Centers, LLC submitted the successful proposal;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS.

The following terms shall be defined as follows for the purposes of this Agreement:

- 1.1 “Adjusted Gross Revenue” means Gross Revenue earned from the operation of the City’s Golf Courses reduced only by a) Washington State sales taxes and other tax imposed by any government agency on sales, b) admissions taxes collected, c) lease payments from other parties to the City for cellular tower(s) placed on Department property, and d) revenue collected from the sale or surplus of equipment associated with golf course maintenance.
- 1.2 “Annual Budget” means the annual budget for all Golf Courses. The proposed Annual Budget shall be delivered by the Operator to the City by June 1 of each year.
- 1.3 “Approved Annual Budget” means the Golf Courses budget that is approved by the City.

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- 1.4 “Capital Expenditure” means any expenditure for new or replacement capital equipment or improvements to the Golf Courses that have an anticipated useful life equal to or greater than one year and a cost of no less than \$5,000 (Five Thousand Dollars).
- 1.5 “City” means the City of Seattle, a municipal corporation, and its elected officials and any department or subdivision thereof.
- 1.6 “Dark” means ½ hour after sunset until ½ hour before sunrise.
- 1.7 “Department” means the City of Seattle’s Department of Parks and Recreation.
- 1.8 “Direct Cost” means any cost which is directly related to the normal and ordinary staffing, operations, or routine maintenance of the Golf Courses as approved by the City in the Annual Budget as further defined in Section 7.1.
- 1.9 “Director” means the Golf Director in the Department of Parks and Recreation responsible for the management of the Golf Course Management Agreement and the overall operations of the City Golf Courses.
- 1.10 “Driving Range(s)” means the golf practice driving range facilities located at the Jefferson Golf Course and Interbay Golf Course and any other practice driving range facility that may be operated at the Golf Courses during the Term of this Agreement.
- 1.11 “Effective Date” means the date the Agreement is executed by both parties following authorization by an effective ordinance of the City of Seattle.
- 1.12 “Executive” means any person who has a financial interest in Premier Golf Centers, LLC or any officer of the company with the title of Chief Executive, Chief Financial, or Director.
- 1.13 “Fees and Charges” means the fees and charges for use of the Golf Courses (greens fees and cart rental fees) as approved by the Department for the applicable Operating Year.
- 1.14 “First Tee Agreement” means the Use Agreement between the Department and Seattle Junior Golf Foundation, D/B/A First Tee of Greater Seattle, a Washington nonprofit corporation, attached hereto as Exhibit B.
- 1.15 “Golf Course Manual(s)” means the manual for the operation of the Golf Courses attached hereto as Exhibit A, and all reasonable revisions thereto promulgated by the Department from time to time made after written notice to and consultation with Operator.
- 1.16 “Golf Courses” means all of the buildings, grounds, fixtures, structures, restrooms, equipment, computers, tools, vehicles, fencing, and all appurtenances thereto at the

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Interbay, Jefferson, Jackson, and West Seattle Golf Courses, more particularly described on Exhibit E, which is attached and incorporated herein.

- 1.17 “Golf Lessons” means the professional golf instruction given at the Golf Courses by either the Class “A” PGA Golf Professional or qualified golf instructors as approved by the Department and employed or subcontracted by the Operator.
- 1.18 “Gross Revenue” means any and all income received from the operation of the City’s Golf Courses and business conducted from or at the Golf courses, including but not limited to the proceeds from all retail and wholesale sales; sale of food and beverages; sales from vending devices; mail or telephone orders received or filled on or from the Golf Courses; all deposits not refunded to purchasers; orders taken although filled elsewhere; and fees. The term “Gross Revenue” does not mean or include the amount of money refunded to, and not merely credited to the account of, customers who return or do not accept merchandise sold by Operator; any exchange of merchandise between locations or the central warehouses where such exchange is made solely for the convenient operation of Operator’s business; returns to shippers or manufacturers; any discount allowed by Operator to customers; or business conducted by Operator from the Operator Offices or Premises on behalf of non-City entities.
- 1.19 “Operating Year” means:
- A. The first Operating Year shall commence on the Effective Date and end on December 31, 2011 at 11:59 p.m.
  - B. Each Operating Year thereafter shall comprise the period of 12 (twelve) full calendar months.
- 1.20 “Operator” means Premier Golf Centers, LLC (the professional golf course operating company selected to operate the City’s Golf Courses.)
- 1.21 “Operator Offices ” means space located at Interbay Golf Clubhouse in the office area limited to 400 square feet.
- 1.22 “Prepays” means money received on account as a credit available towards customers or groups. Gift cards are accessed by a physical card and good for any item. Credit books are designated by number and are generally for merchandise only unless they are temporary accounts set up for prepaid deposits on banquets or tournaments.
- 1.23 “Pro Shops” means the golf and merchandise facilities located at the Golf Courses.
- 1.24 “Restaurants” means the food and beverage dining facilities located at the Golf Courses. Vending machines, remote food carts, and other food-related activities on the Golf Courses are included in the definition of “Restaurants.” “Property” means

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the real property upon which the Golf Courses are located. The Property is described in Exhibit E hereto.

- 1.25 “Superintendent” means the Superintendent of the Department of Parks and Recreation or his designee.
2. **RETENTION OF OPERATOR.**

The City hereby retains the Operator for the management and operation of the Golf Courses and all related facilities and services, including, but not limited to, the Golf Courses, Pro Shops, Restaurants, Driving Ranges, Golf Cart Rentals and Barns, restrooms, and all other buildings located at the Golf Courses, excluding the golf course maintenance buildings.
3. **ACCEPTANCE.**

Prior to the Effective Date of this Agreement, the Operator has made an inspection of the Golf Courses, the Operator Offices, and related fixtures and facilities and hereby accepts the condition of them for purposes of this Agreement on an “as is” basis.
4. **TERM.**
  - 4.1 **Term of Agreement.** The initial term of this Agreement shall be for a period of Ten (10) years, beginning on the Effective Date and terminating at 11:59 pm Pacific Standard Time (PST) on December 31, 2020. The City shall have the option to extend this agreement by five years.
  - 4.2 **Transfer.** Upon termination or expiration of the Agreement, all employees and agents of the Operator shall vacate the premises of the Golf Courses and the Operator’s Offices and shall have no further rights or duties thereon, except to ensure and organize a proper transfer of the premises, equipment and property, records, all inventories, Prepaids (credit books and gift cards), and change funds of the Golf Courses back to the City. The Operator will maintain a current list of contracts and leases for the benefit of the golf courses and surrender it to the City upon transfer.
  - 4.3 **Termination or Convenience.** Either party to this Agreement shall have the right to terminate this Agreement by delivering to the other party written notice of its intention to terminate at least 90 (ninety) days prior to the effective date of the termination.
5. **OPERATOR’S BASIC SERVICE OBLIGATIONS.**
  - 5.1 **Golf Management Services.** The Operator shall sell, rent, lease, store, and repair golf equipment, sell golf-related clothing and supplies, provide instructional services in the playing of golf, and operate the Golf Courses, Pro Shops, Golf Cart Rentals, and Driving Ranges consistent with the standards and conditions in this Agreement. The Operator shall employ managers, golf professionals, and other personnel at the Golf Courses, subject to the approval of the City.

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- 5.1.1 Merchandise. The Operator is authorized to make purchases in order to provide and maintain in the Pro Shops such inventory of golf merchandise as deemed necessary within the Department's Approved Annual Budget to adequately meet the expectations of the public. If the revenue from merchandise sales exceeds the amount in the Approved Annual Budget, the Operator may exceed the merchandise purchasing amount in the Approved Annual Budget by 66% of the actual revenue in excess of the budgeted amount. After written notice to and consultation with the Operator, the Department shall have the right to prohibit the sale and rental of any item of merchandise if the Department, in its sole discretion, determines that the item(s) is of such inferior quality as to not be in the public interest to be offered for sale or that such item(s) is not necessary or desirable for proper service to the public. Unless otherwise approved by the Director, the Operator will maintain minimum/maximum inventory levels for sale in the pro shops as follows:
- At Interbay a minimum of \$80,000 (Eighty thousand dollars) to a maximum of \$275,000 (Two hundred seventy five thousand dollars).
  - At Jackson, Jefferson, and West Seattle courses a minimum of \$25,000 (Twenty five thousand dollars) each to a maximum of \$100,000 (One hundred thousand dollars) each.
  - In the event that a new facility is built or retail shop expanded, Director and Operator shall set new minimum and maximum inventory levels for that facility.
- 5.1.2 Tournament Credit Books. The Operator shall keep a system of accounts for prepaid books (credit books) of tournament winnings awarded at each course for tournament play. The course manager shall control the credit book accounts such that he or she can only increase or decrease winners' book accounts. The system will only allow a total increase to winners' book accounts by no more than the total available in the tournaments' credit book account. The Operator shall be able to run reports for all tournaments at all courses and to check all credit book balance sheets. Credit book holders shall be able to spend funds at any of the City facilities.
- 5.1.3 Golf Lessons. The Operator shall provide for Golf Lessons by employing qualified instructors accredited by the PGA, LPGA, and the PGA, LPGA apprentice program. The Operator shall cause all golf instructors, including Class "A" PGA Golf Professionals, to comply with the rules and regulations of the Golf Course Manual.
- 5.1.4 Golf Programs. Operator shall implement and promote golf programs as provided in the Golf Course Manual by providing group lessons, range balls, and general golf instruction, and by conducting tournaments for men's and women's clubs, junior and senior groups, leagues, and outings. The Operator shall comply with the terms of the First Tee Agreement.

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- 5.1.5 Minimum Hours of Operation. At a minimum, the facilities shall initially be open and available to the public in accordance with the schedule attached as Exhibit C - Initial Hours of Operation. Thereafter the days of operation and daily hours of operation shall be as recommended by the Operator and as approved by the Department.
- 5.1.6 Restaurants. The Operator shall provide Restaurant services at the Golf Courses. The Operator shall submit menus and menu prices for approval by the Department annually or by the schedule established by the Department. Initially, the hours of operation shall be as shown in Exhibit - C Initial Hours of Operation. The Restaurant services operation shall be used as an enhancement to the golf programs administered by the Operator, and will be coordinated with golf events sponsored by (1) the daily clientele visiting the facilities, (2) recognized clubs as defined in the Golf Manual, attached as Exhibit A, and (3) corporate groups. Tournament packages shall include special menu selections for events of 16 (Sixteen) or more golfers. In situations where the food and beverage required to be purchased exceeds the budget due entirely because the revenue for food and beverage exceeds the revenue budget, operator shall be entitled to exceed the food and beverage purchasing budget by 35% of the over budgeted revenue amount.
- 5.1.7 Quality Control. Operator shall regularly retain a qualified “shopping” service from an outside vendor to use trained shoppers to anonymously evaluate customer service, operations, employee integrity, merchandising, and product quality. All reports from the provider shall be forwarded to the City. These costs will be reimbursed by the City.
- 5.2 Building and Equipment Maintenance Services. Throughout the term of this Agreement, the Operator shall keep and maintain in good, operable, usable, and sanitary order and repair the interiors and hard surface exteriors contiguous to the club houses, driving ranges, and parking lots of the Golf Courses, including, but not limited to, the Pro Shops, restrooms, storage spaces, the driving ranges, mini golf course, golf cart rentals, and restaurants, and all buildings, structures, improvements, fixtures, equipment, and utility systems, which may now or hereafter exist on or in the Golf Courses. Excluded are golf course grounds and grounds maintenance buildings maintained by the City. The Operator shall provide for such ordinary repairs, replacements, rebuilding, and restoration as may be required to maintain the Golf Courses in compliance with this Agreement. All replacements, rebuilding, and restoration, other than ordinary repairs, shall be approved in writing by the City prior to implementation. Maintenance that would exceed the Annual Approved Budgeted amount shall be approved in writing by the City prior to implementation.
- 5.3 Capital Improvements and Small Construction Projects. Under the direction of the City, Operator is authorized to manage the design and construction of small construction projects under \$7,000. The Director will approve all conceptual designs

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using the standard City procedures for small public works projects. Parks reserves the right of inspection during construction. All work must be approved by Parks prior to start of use by Operator or general public.

The Operator shall not undertake any major improvements, additions, alterations, or changes that cost in excess of \$5,000 (collectively, "Improvements") to the Golf Courses or appurtenant facilities without the prior, written approval of the Department. All work is subject to the Operator securing applicable permits, and compliance with all terms and conditions imposed by the Department in its sole discretion. Improvements shall be reimbursable under this Agreement.

- 5.4 Department Ownership. Except for leased equipment and proprietary property of the Operator, the ownership of all Golf Courses structures, buildings, equipment, or improvements thereto or thereon, merchandise, golf hand carts, and Golf Course maintenance equipment constructed or acquired by the Department, or by Operator on behalf of the Department, and all alterations, additions, or betterments thereto, shall remain with and be owned by the City.
- 5.5 Inventories. The Operator and the Department shall jointly inventory City-owned equipment following a mutually agreeable schedule.
- 5.6 Inspections. The City may conduct both scheduled and unscheduled inspections of the Golf Courses without interrupting the normal operations. The City shall retain a written report of such inspections for reference and a copy of the report shall be forwarded to the Operator. The Operator shall review the report and prepare a written response to the noted exceptions and findings within 15 (fifteen) days of the receipt of the report, including contemplated courses of action to correct the noted exceptions and findings. After consulting with the Superintendent, the Operator shall take corrective action suggested by the Superintendent.
- 5.7 Operator Offices. Operator has a license to use the Operator Offices for the purpose of managing the City's Golf Courses and for incidental office use. The license to use the Operator Offices will automatically cease with the termination or expiration of this Agreement.

### 6. OPERATING RESPONSIBILITIES.

- 6.1 Annual Budget. The Operator shall submit to the City, for its review and approval, the Annual Budget for each Operating Year of this Agreement. The Annual Budget for the first Operating Year will be provided by the City. Beginning in 2011, the Operator will submit a proposed Annual Budget no later than June 1 of each year under the Agreement for the upcoming calendar year (by way of example, the proposed Annual Budget for Operating Year/calendar year 2012 by June 1 of 2011). The City shall approve, disapprove, and adjust the proposed Annual Budget by December 1 of each year as part of its annual budget process. Each proposed Annual Budget shall be in a format acceptable to the City and shall include, but not be limited

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to, proposed Fees and Charges, the projected number of Operator employees, the projected number of rounds of golf played and Driving Range buckets of golf balls purchased, and all projected revenues by source and golf course and the proposed Direct Costs and expenses, identifying those that are paid by the Operator and reimbursed by the City. After consultation with Operator, the Superintendent shall have the authority to negotiate changes to the proposed Annual Budget including, but not limited to, the projected revenue, projected costs, and the method of cost allocation, marketing plans, and advertising.

### 6.2 Reports

- 6.2.1 Annual Reports. Beginning on or before February 15, 2012, and thereafter on or before February 15 of each Operating Year during the Term, the Operator shall submit to the Superintendent, for his or her review and approval, an annual report (“Annual Report”). Each Annual Report shall include a description of the physical condition of the Golf Courses and list any repairs or improvements made during the most recently concluded Operating Year. Each Annual Report also shall include a detailed revenue, cost, and expense report in a form acceptable to the City. Annual Reports will be submitted by the Operator in electronic media using mutually agreeable software and in hard copy when requested. If the Superintendent doesn’t approve the Annual Report, the Operator shall take all corrective action and submit a revised report to the Superintendent for review and approval. A report of all inventories (including prepaids and change funds) as of December 31 of each year shall be submitted to the City by January 15 to the Parks Accounting Manager.
- 6.2.2 Monthly Reports. The Operator shall submit to the Department, for its review and approval, on or before the twentieth day of the month following each month of operations under this Agreement, a detailed and complete report regarding the prior month’s operations in a form acceptable to the Department (“Monthly Report) (See Exhibit D - Sample Monthly Report Template). Each Monthly Report shall include a summary regarding the physical condition of the Golf Courses and any major repairs or improvements made during the most recently concluded month, as well as a monthly inventory. Each Monthly Report also shall include a summary of the financial condition of the Golf Courses including the revenue by category and course, the categorized costs, and other financial data as may be required by the Department. The Operator shall provide additional information and documentation relating to any expense or income entry as the Department may require. Monthly Reports will be submitted by the Operator in electronic media using mutually agreeable software and in hard copy when requested.
- 6.2.3 Loss Reports. A Loss Report shall be submitted to the Parks Accounting Manager within 48 hours for any loss of any asset, including cash but not

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including inventory, valued at \$100 or more per occurrence, and the loss of inventory exceeding \$500 or more. The report shall be submitted on the City's Loss Report form (see Exhibit H) and shall include:

- A. The exact or estimated amount of the loss.
- B. Composition of the loss (cash/checks).
- C. Date of the loss.
- D. When and how the loss was discovered.
- E. Whether it is known, who is responsible for the loss, (and, if so, the name).
- F. When possible and appropriate to get, a copy of the police report shall be included in the report to the City.
- G. Whether the loss is covered by insurance.

- 6.2.4 Shopper Reports. An outside company will be retained to provide shopper reports. Reports will be conducted at the request of the Director and will be promptly forwarded to the City.
- 6.3 Compliance with Laws. The Operator shall comply with all municipal ordinances, all state and federal laws, and all regulations applicable to the operation of the Golf Courses and the management services provided under this Agreement. The Operator will comply with all applicable laws and regulations applicable to management or service contracts that involve facilities financed with tax-exempt bonds under federal tax law. The Operator shall not knowingly permit any illegal activities to be conducted on or at the premises of the Golf Courses. The Operator shall obtain all such required permits or licenses from the appropriate regulatory agency before undertaking any regulated activity.
- 6.4 Governing Law. This Agreement and the rights of the parties hereto shall be governed and construed in accordance with the laws of the State of Washington. The venue of any lawsuit between the parties arising under this Agreement shall be King County, Washington, and the parties hereto do hereby stipulate to the jurisdiction and venue of the Superior Court for King County, Washington.
- 6.5 Compliance with Rules and Regulations. The Operator shall comply with all rules and regulations set forth in the Golf Course Manual and will enforce all such rules at the Golf Courses.
- 6.6 Operator's Obligations to Refrain from Discrimination (Equality of Treatment). Without limiting the generality of Section 6.3, the Operator will comply and shall require its subcontractors to comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended from time to time; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

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- 6.7 Signs. The Operator shall not post any permanent signs at the Golf Courses without the prior approval of the Department.
- 6.8 Marketing and Advertising. The Operator shall use its best efforts to maximize the public use of the Golf Courses by effectively marketing and promoting the Golf Courses to ensure financial and operating success. For each operating year, the Operator shall submit to the Department as a part of the proposed Annual Budget a complete marketing and advertising plan and shall include a year-end marketing and advertising report along with the Annual Report concerning all activities undertaken by the Operator with respect to the approved marketing and promotion plan for the applicable Operating Year. The Operator may deviate from the amounts provided within the budget and marketing plan to respond to unexpected market conditions after first consulting with and obtaining the approval of the Director. The City reserves all advertising rights associated with the Golf Courses and Operator will purchase any advertising on behalf of the City.
- 6.9 Utilities. Upon commencement of the term of this Agreement, the Operator shall be responsible for arranging for the utility services required by the Golf Courses, including, but not limited to, water, gas, electricity, sewer service, and trash removal. The Operator acknowledges that during the term of this Agreement there may be a defect, deficiency, or impairment of any utility system, water system, water supply system, drainage system, waste system, heating or gas system, or electrical apparatus or wires serving the Golf Courses. Any expenses incurred by the Operator to correct any such defect, deficiency, or impairment shall be a Direct Cost, aside from capital expenditures.
- 6.10 Safety. The Operator shall immediately correct any unsafe conditions to the Golf Courses, or notify the Department of any potentially unsafe conditions, as well as any potentially unsafe practices occurring thereon. The Operator shall contact an emergency medical response provider as soon as reasonably possible after becoming aware of any person on or at any of the Golf Courses who is in need of medical attention because of illness or injury. The Operator shall cooperate fully with the Department in the investigation of any accidental injury or death occurring at the Golf Courses and shall submit promptly to the Superintendent an accident report describing any injuries or deaths at the Golf Courses. An incident log will be maintained at the Golf Courses by the Operator.
- 6.11 Use of Facilities Restrictions. The Operator shall obtain from the Director prior written approval of any events or activities not otherwise specifically provided for or authorized under the Agreement, or any extraordinary events or activities requiring the exclusive use of any of the Golf Courses or any portion thereof.
- 6.12 Meetings. Representatives of the Operator and the Department shall, at a minimum, meet monthly and at such other times as may be required by the Department to review the Operator's performance under this Agreement, to review the monthly financial reports submitted by Operator, and discuss any problems or emerging

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issues.

### 6.13 Fee Structure.

- 6.13.1 Fees and Charges. Initially all Fees and Charges shall be the current Fees and Charges in effect at the Golf Courses as of the Effective Date. (Exhibit L.) Beginning with the Operator's submission of the proposed 2012 Annual Budget on June 1, 2011, the Operator shall propose Fees and Charges for the coming year. Additionally, Operator shall conduct a biannual market survey of comparable local municipal golf courses and driving ranges and provide the Director with the results. The Operator, in the exercise of its professional judgment, shall recommend Fees and Charges at such rates that will best meet the goals of maximizing Golf Courses net revenue and the positive golfing experience of golfers of all ages and skills. The Department will review, revise as needed, and establish Fees and Charges for the upcoming operating year.
- 6.13.2 Changes to Fees and Charges. At any time during the Term, the Operator may propose off-season Fees and Charges for rounds of golf, cart fees, Driving Range fees, and temporarily lower fees, discounts, or promotional programs based on sound business practice. Any change to Fees and Charges are subject to prior approval by the Department.
- 6.13.3 Other Charges. All charges directly charged to the public that are related to golf course operations, including course and range fees, fees for classes and lessons, equipment fees and other usual golf course fees and charges paid by golfers shall be proposed by the Operator in its proposed Annual Budget and are subject to approval by the Department. Restaurant and retail prices, including prices for Pro Shop equipment and supplies, are not included in Fees and Charges and shall be proposed by the Operator in its proposed Annual Budget, and may be changed at other times by Operator as market conditions and costs change, subject to Department approval. The Department shall have the right to reject any price changes and request Operator to change to a specified price. If the Operator proposes an increase in the maximum fees authorized by the Department other than in the proposed Annual Budget submission, the Operator shall submit such proposed changes to the Department for approval at least 90 (ninety) days prior to the proposed implementation date. Any such change will be implemented only with the written approval of the Superintendent.
- 6.13.4 Discounts. Except as specifically authorized in writing and by mutual agreement as part of this contract, employees of the Operator shall not receive discounts to the above listed fees. In acknowledgment of the retail food and beverage operations, an industry conforming standard policy for food and beverage consumption is attached as Exhibit J, PGC FB House Policies.

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- 6.13.5 Reciprocal Play. In addition, there is an established reciprocal play policy allowed, attached as Exhibit K, Reciprocal Play and Practice Policy.
- 6.13.6 Operator Employee Merchandise Discounts. All operator employees are eligible to purchase pro-shop merchandise at cost plus 10%. If the item is discounted to the public below this price, then the employee would pay that price with no additional discount. Employees may not use their discount to purchase items for resale.
- 6.14 Business License, Permits, and Leasehold Excise Tax.
- 6.14.1 Non-Reimbursed Costs and Expenses. The Operator shall obtain and pay for without reimbursement by the City a) the state licenses, registrations, and permits; unless authorized herein, b) any federal government fees, taxes, charges for the Operator's business, c) the Operator's City of Seattle Business Licenses, and d) leasehold excise taxes, if any. Any Operator legal and administrative costs associated with obtaining these licenses and permits will not be reimbursed by the City. Any late charges or penalties incurred by the Operator associated with obtaining these licenses and permits will not be reimbursed by the City without prior approval.
- 6.14.2 Reimbursed Direct Costs and Expenses. The City will reimburse Operator, as a Direct Cost, the actual fees paid by the Operator for Washington State Liquor Control Board licenses and permits, Seattle-King County Department of Public Health permits and inspections, and other permits and fees directly related to the operation of the Golf Courses and approved by the City in the Approved Annual Budget. Any Operator legal and administrative costs associated with obtaining these licenses and permits must be approved in advance by the City. Any late charges or penalties incurred by the Operator that is associated with obtaining these licenses and permits will not be reimbursed by the City without prior approval of the Director.
- 6.15 Restaurant and other Goods and Services. The Operator shall at all times maintain a complete list or schedule of the prices charged for all goods and services supplied to the public by or at the Golf Courses. Such list or schedule of proposed prices shall be included in each proposed Annual Budget provided to the Department. Such prices shall be based on the following considerations: a) that the Golf Courses are intended to serve the needs of the public with the goods and services supplied at a cost comparable to other local sources of similar goods and services and b) that the potential profit margin should accommodate the cost of providing the goods or services in compliance with the obligations of this Agreement. If the Department notifies the Operator that a fee or a price being charged is not fair and reasonable, then Operator shall have the right to confer with the Department to justify such fee. Following reasonable conference and consultation thereon, the Operator shall immediately make such fee/price adjustments as may be ordered by the Department.

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### 7. COSTS AND EXPENDITURES, LATE FEES.

7.1 Direct Costs. All Direct Costs (the normal and ordinary costs of operating and maintaining the Golf Courses) shall be paid by the Operator from the Operator's bank accounts, and Operator shall be reimbursed by the City. The City will reimburse Direct Costs without mark-up or profit to the Operator, and such costs will include only the actual amount paid by Operator to persons and entities unrelated to the Operator.

The amounts paid by the Operator for salaries, wages, compensation, and benefits to its employees that are to be reimbursed by the City are required to be determined at fair market value and not be based upon any share of net profits from the operation of the Golf Courses. Executive personnel are not to be reimbursed as Direct Costs but instead are to be included as part of the Management Fee provided in Section 8 below.

Late fees paid to vendors will not be reimbursed without approval of the Director. Subject to the above limitations, a Direct Cost shall be any cost which is directly related to the normal and ordinary staffing, operations or maintenance of the Golf Courses only when approved by the City in the Approved Annual Budget or when proposed by the Operator and approved in writing by the City, including but not limited to the following:

- 7.1.1 Operator employee salaries, wages, and compensation.
- 7.1.2 Operator's employee benefits including vacation, sick leave, health insurance, HSA Contributions, 401(k) contributions, disability insurance, and worker's compensation insurance.
- 7.1.3 Employee Incentives and Bonuses. Employee incentives that comply with City policies are authorized and will be considered a Direct Cost. Authorized incentives are to express employee appreciation, and are generally of minimal value (less than ten dollars); the value is in the giving and not in the gift itself. The reimbursement request for any incentives that comply with City policies must include a completed City Form A-22 (see Exhibit I). Any other employee incentive or bonus will be excluded as a Direct Cost and will be paid at Operator's sole expense.
- 7.1.4 Food for Operator Employees. Food provided to employees that complies with City policies is authorized and will be considered a Direct Cost. In acknowledgment of the retail food and beverage operations, an industry conforming standard policy for food and beverage consumption is attached as Exhibit J. All food purchased by employees under the attached food and beverage policy will be excluded as a Direct Cost and will be at the Operator's or employee's sole expense.

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- 7.1.5 Personal Mileage Reimbursement. Reimbursement of Operator employee usage of personal cars for business purposes shall be considered a Direct Cost, up to the then current rate approved by the IRS. Operator employees requesting mileage reimbursement shall maintain and submit mileage/trip logs as required by the Department. Mileage will be reimbursed no greater than the current rate authorized by the IRS. The employee must submit with the reimbursement request a log of beginning and ending mileage and beginning and ending location, the business reason for the travel, along with the date of trip.
- 7.1.6 Lease and/or rental of equipment.
- 7.1.7 Repair and maintenance of golf and hand carts, irrigation systems, and capital equipment.
- 7.1.8 Uniforms, laundry, and linens.
- 7.1.9 Operating supplies, office supplies, cleaning supplies, and other miscellaneous supplies.
- 7.1.10 Audit. Performance or financial audits that may be required by the City.
- 7.1.11 Advertising and marketing expenses.
- 7.1.12 Travel. Travel for reasonable, necessary, and normal business purposes is a Direct Cost, but must comply with City policies for reimbursement limits. These limits include flying coach on airlines; food and lodging is limited to either the Federal Per Diem rate or the Federal Runzheimer Rate Table. Travel will only be reimbursed for Operator's employees, and not for any family or non-employees traveling with the employee.
- 7.1.13 Telephone, postage, and freight directly related to the operation of the Golf Courses.
- 7.1.14 Utilities and utility deposits, including natural gas, water, electric power, telephones, garbage, recycling, and trash collection.
- 7.1.15 Parking lot maintenance.
- 7.1.16 Washington State Business and Occupation taxes on the Direct Costs or reimbursement of same.
- 7.1.17 Refunds. Refunds will be expensed and not deducted from revenue, and will be reimbursed by the City.

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- 7.1.18 Food, Beverages, and restaurant supplies.
  - 7.1.19 Petty cash reimbursements must meet the same guidelines as other invoices, including an itemized receipt listing what was purchased and that the purchase was paid (proof of purchase and payment).
  - 7.2 Direct Cost Budget. The Direct Cost Budget is a portion of the Annual Budget and includes inventory.
  - 7.3 Excluded Operating Costs. Those operating costs that are paid by the City but are not included in the Direct Cost Budget include and are limited to the following:
    - 7.3.1 Those maintenance and/or operating costs that are due to any reason beyond Operator's reasonable control, an "occurrence of force majeure" including, without limitation, acts of God, riots, strikes, and/or fires, provided, however, that such expense shall continue only during the pendency of the particular occurrence of force majeure and are subject to the prior approval of the Superintendent.
    - 7.3.2 Base Management Fees and Revenue Growth Incentive Fee paid as part of this contract to the Operator.
  - 7.4 Capital Expenditures. A Capital Expenditure is not a Direct Cost and each must be separately approved by the Director before it may be undertaken. The City is responsible for the cost of any Capital Expenditure approved by the Director. Examples of such expenditures include, but are not limited to equipment for the driving ranges, golf course maintenance, kitchen, and restaurant fixtures, etc. The City may request that the Operator contract for and make capital improvements and reimburse the Operator for these improvements per the Capital Budget and subject to applicable public works laws and procedures.

Any Capital Expenditures other than minor construction under Section 7.5 to be managed or implemented by Operator will be under a separate agreement between the City and the Operator.
  - 7.5 Small Construction Projects. Pre-approved small construction projects under Section 5.3 and included in the Annual Budget will be reimbursed.
8. OPERATOR COMPENSATION.
- 8.1 Base Management Fee. During each year under this Agreement, the City will pay the Operator a fixed annual management fee (the "Management Fee"). For years 2011 and 2012, the Management Fee will be \$285,000 (Two Hundred Eighty Five Thousand dollars) payable in twelve monthly installments of \$23,750 (Twenty Three Thousand Seven Hundred and Fifty dollars). The Management Fee for any partial year or month during the Term shall be made pro rata based upon the number of

## GOLF ORDINANCE ATTACHMENT 1

months in the year or days in the month when this Agreement was in effect. For the purposes of pro rata calculations only it is agreed months will contain 30 (thirty) days. The City will pay the Management Fee by check mailed to the Operator within 10 (ten) working days (excluding City holidays) after receipt and City acceptance without contest or question of the Monthly Report and supported by an invoice from the Operator.

For the years 2013 and after, the Management Fee will be reviewed biannually in concert with the City budget cycle. The Superintendent shall have the option of increasing the Management Fee for the next budget cycle up to 4% per annum. This increase shall be at the Superintendents' sole discretion, and will include considerations such as inflation, changing infrastructure, and performance. Any increase will be subject to IRS rules regarding compensation for management of bond financed facilities.

- 8.2 Revenue Growth Incentive Fee. During the Term, the City will pay the Operator a Revenue Growth Incentive Fee of an amount equal to 10% (Ten percent) of the excess of the actual Adjusted Gross Revenue over the Adjusted Gross Revenue Target(s) for that year. The Adjusted Growth Revenue Target(s) shall be set by and at the sole discretion of the Superintendent each year, and shall take into account the historic and anticipated growth in Adjusted Gross Revenue. The City will pay the Annual Incentive Fee by mailed check to the Operator within 10 (ten) working days (excluding City holidays) after the City's receipt and acceptance without dispute, contest, or question by the City of the Operator's Annual Report. The Annual Report will include an invoice from the Operator that details the calculation of the Annual Revenue Growth Incentive.
- 8.3 Annual Limit on Operator Compensation. Notwithstanding any provision in this Section 8 regarding adjustments to Operator's fees, the Base Management Fee shall not be less than 80% of the total compensation paid to Operator for any calendar year under this Agreement. No portion of the compensation paid to the Operator may be based on a share of the net profits from the operation of the Golf Courses.
- 8.4 Payment Procedures.
- 8.4.1 After receipt from the Operator of applicable invoices that have been approved without contest and accepted by the City, the City shall reimburse the Operator for Direct costs by check mailed to the Operator within 10 (ten) business days, excluding City holidays, after receipt of the Operator's invoices in a form approved by the City.
- 8.4.2 The Operator shall submit original copies of all bills and invoices. Each bill and invoice shall be approved and shall be signed by an Operator management employee. Operator may submit the full year invoices at the beginning of the year to be approved and paid by the City each month.

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8.5 Reimbursement Submittals. The Operator will submit receipts, invoices for all Direct Costs, and expenses to the City according to a schedule that has been approved by the City. In no event shall the reimbursement submittals be processed more often than once a week with the exception of twice per month payroll reimbursements. The City reserves the right to review all reimbursement submittals, seek justification from the Operator and once accepted by the City, issue a reimbursement.

8.5.1 Salary reimbursement requests must be separated by golf course and include by employee: name, total hours, pay rate, total cost, and cost for each benefit (taxes, health insurance, etc.). The request must include a report from the Operator's payroll system that includes the above information.

8.5.2 At year-end, reimbursement requests must be separated by calendar year; any single request that includes expenses from two calendar years will not be reimbursed and returned to the Operator for resubmission as separate requests by year.

8.5.3 Reimbursement Summary. Each request shall include a summary that includes sub-totals by golf course and list each vendor, date paid, check number, and amount. Attached to the summary shall be the original invoice that was paid. A copy of the check must be attached to each invoice(s). Vendor invoices shall include detail itemization and be on the vendor's letterhead or invoice with the vendor's name, address, etc., or if on an invoice form provided by the Operator, shall include identifying information and the vendor's signature.

The City and operator shall agree to work diligently toward an electronic submission system acceptable to state auditors that increases efficiency and combined cost of submission to City

8.5.4 Payment Approval and Certification. Prior to submission of any requests for reimbursement, the Operator shall provide a letter signed by the CEO that identifies all employees authorized to sign and approve reimbursement requests (on the summary page). Each summary invoice shall include a certification statement as follows:

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, services rendered, or labor performed as described herein and the claim is a just, due, and unpaid obligation against the City by the Operator, and I am authorized to authenticate and certify to said claim." The certification shall be signed and dated.

## 9. FINANCIAL AND ACCOUNTING PROCEDURES.

9.1 Accounting Procedures. The Operator shall employ a method of accounting for all the revenues and expenses in connection with the operation of the Golf Courses that

## GOLF ORDINANCE ATTACHMENT 1

is consistent with the City's modified cost basis reporting, and that correctly and accurately reflect the gross receipts and disbursements received or made by the Operator from the operation of the Golf Courses. The Operator shall establish and implement adequate internal controls for this operation and all cashing and cash handling that comply with GAAP, and with the City's cash handling policies. The method of accounting, including bank accounts, established for the operation shall be separate from the accounting system used for any other business operated by the Operator.

9.2 Monthly Reports and Transactions. The Operator shall provide to the City a Monthly Report of the previous month's transactions and financial status of the Golf Courses.

9.2.1 Monthly Report. Within 20 (Twenty) days of the end of each month, the Operator shall provide the City with a Monthly Report that includes the current month and year-to-date inventory levels and income statement.

9.2.2 On a weekly basis and schedule provided by the City, the Operator will provide a copy of every bank deposit slip and a copy of every credit card batch settlement for the previous week, and a revenue report that separates the revenue by category and source approved by the City.

9.2.3 After review of the above items, the City may request additional reports that detail previous transactions.

## 10. BUSINESS RECORDS.

10.1 Types of Records. The Operator shall keep and store within the city limits of Seattle, Washington the following records and documents:

10.1.1 Regular books of account such as general ledgers;

10.1.2 Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.;

10.1.3 Sales tax returns and checks and other documents proving payment of sums shown;

10.1.4 Cash register tapes or computerized records for the identification of day-to-day sales;

10.1.5 Logs showing the dates and times of Driving Range and greens usage and Golf Lessons at the Golf Courses; and

10.1.6 Any other accounting records that the City, in its sole discretion, deems necessary for proper reporting of receipts.

## GOLF ORDINANCE ATTACHMENT 1

- 10.1.7 All books and records will be turned over to the City after 3 (Three) years for retention in City archives, in City-authorized storage boxes with a completed City archival form attached to each box as required by the City Archivist. These records may be in electronic format on CD's or DVD's.
- 10.2 Audit of Records. All documents, books, and accounting records kept by the Operator pursuant to this Agreement shall be open for inspection by representatives of the City during usual business hours and at a location within the Seattle City limits during the term of this Agreement and for at least 3 (three) years thereafter. In addition, the City or its authorized representative may, from time to time, conduct an audit of the books of the operation of the Golf Courses and observe the operation of the business. The City will use its best efforts to minimize the interruption with the normal operation of the Golf Courses during any inspection or audit performed pursuant to the provisions of this section. The City and Operator will independently conduct and jointly conduct "surprise" cash and inventory audits as each deems appropriate. The results of the audits will be documented in a written report, a copy of which will be given to both parties.
- 10.3 Annual Financial Statements. The City may request and the Operator shall provide to the satisfaction of the City audits of financial statements and golf course operations. The audit shall be performed by independent certified public accountants or other persons designated by the City, and the cost of the audit shall be included as a Direct Cost of operation.
- 10.4 Public Records. All information obtained in connection with the City's inspections of the records or audits and all information submitted to the City may be or become subject to public inspection and/or reproduction as public records.
11. INSURANCE AND INDEMNITY.
- 11.1 Insurance.
- 11.1.1 Worker's Compensation Insurance. The Operator shall keep in full force and effect at all times during the term of this Agreement worker's compensation insurance for all workers employed pursuant to this Agreement in compliance with RCW 51 and any applicable federal statute. If any work is sublet, the Operator shall require its sub-operator(s) similarly to provide worker's compensation insurance for all of the latter's employees unless all the employees are covered by the Operator.
- 11.1.2 Liability Insurance. The Operator shall keep in full force and effect, at all times during the term of this Agreement, Commercial General Liability ("CGL") insurance (including Premises/Operations, Products/Completed Operations, Personal Injury/Advertising Injury, Contractual Liability, Independent Contractors, Stop Gap/Employers Liability and Commercial Liquor Liability), Business Auto Liability, and, if necessary,

## GOLF ORDINANCE ATTACHMENT 1

Umbrella/Excess Liability insurance so as to provide total limits of liability of not less than \$6,000,000 per occurrence Combined Single Limit Bodily Injury and Property Damage, except \$1,000,000 each offense as respects Personal Injury/Advertising Injury and \$1,000,000) each Accident/Employee Stop Gap/Employers Liability. "The City of Seattle" shall be included as an additional insured under each policy whether liability is attributable to the Operator or the City and coverage shall be primary and non-contributory with any insurance or self-insurance maintained by the City.

- 11.1.3 Property Insurance. The City shall insure or self-insure real property and personal property, including new buildings and additions under construction on City premises (but excluding land such as greens, fairways, trees, and landscaping), inventory, and mobile equipment (including leased mobile equipment) for the current replacement value thereof subject to various deductibles for the benefit of both the City and Operator. The City shall obtain from its property insurer a waiver of subrogation in favor of the Operator to the extent that property insurance applies to any loss. In addition, the City agrees to waive its rights of recovery for claims involving damage to City property in excess of \$1,000 for any loss within the applicable deductible amount up to the attachment point of property insurance coverage.

The Operator is responsible for the cost of any insurance on Operator's personal property kept on-site at the Golf Courses, and such amount will not be a Direct Cost. The Operator hereby releases the City from any claim arising in any way from loss or damage to Operator's personal property.

- 11.1.4 Commercial Crime Insurance. The Operator shall keep in full force and effect at all times during the term of this Agreement a Commercial Crime insurance policy in the amount of \$250,000 for employee dishonesty and coverage for theft, disappearance, and destruction of or to monies or funds of, in, or at the Golf Courses in an amount as dictated by the exposure at any given time, but in no event less than \$50,000. All amounts set forth in herein shall be per occurrence and in the aggregate. The City may require the Operator to purchase a fidelity bond on behalf of the City whereby in the event any officer, employee, agent, or subcontractor of Operator embezzles, steals, or otherwise fraudulently or improperly takes or obtains City funds, money, or property, the City shall be reimbursed for the total amount of funds taken up to \$250,000 per occurrence. This cost shall be a direct insurance cost.
- 11.1.5 Evidence of Insurance. The Operator's professional insurance broker shall deliver to the City, in a timely manner, certificates of insurance and copies of declarations pages, schedules of endorsements, and additional insured policy provisions for all insurance required pursuant to this Agreement

## GOLF ORDINANCE ATTACHMENT 1

acceptable to the City. Each insurance policy required hereunder shall provide that cancellation shall not be made without 30 days (10 days with respect to cancellation for non-payment of premium) prior written notice to the City. Insurance Certification shall be issued to, and notice of cancellation/reinstatement may be mailed to:

The City of Seattle  
Attn: Risk Management Division  
P.O. Box 94669  
Seattle, WA 98124-4669

Insurance certification shall not be mailed, but shall be delivered electronically (as may notice of cancellation/reinstatement) by facsimile transmission to (206) 470-1270 or as an email attachment in PDF or XLS format to [riskmanagement@seattle.gov](mailto:riskmanagement@seattle.gov).

- 11.1.6 Cost of Insurance. The cost of the insurance required by this section and any deductible that the Operator pays for claims on the insurance required by in this Section (except claims less than \$1,000 involving damage to City property only to the extent to which Operator is responsible for the damage under subsection 11.1.C.) shall be Direct Costs and shall be borne by the City.

### 11.2 Indemnity.

- 11.2.1 The Operator shall defend, protect, indemnify, and hold the City, its officers, elected officials, volunteers, agents, and employees from and against any and all suits, judgments, causes of action, claims, losses, demands, damages, liabilities, and expenses, including, but not limited to, attorney's fees and costs of litigation, resulting from death or injury to any person or damage or destruction of any property or property rights arising out of or relating to any act or omission of the Operator, its agents, subcontractors, or employees, or arising out of or relating to the work to be performed under this Agreement, including any breach of Operator's obligations herein. In the event a claim or legal action is covered by RCW 4.24.115, Operator's indemnification obligation shall not extend to damages resulting from the City's sole negligence, and in the case of concurrent negligence, Operator's indemnification obligation shall apply to the extent of the negligence attributed to the Consultant, its employees, subcontractors, and agents.
- 11.2.2 The Operator shall defend, indemnify, and hold harmless the City for any fines imposed by administrative regulatory bodies, except for fines resulting from and directly related to action for which the City is solely and completely responsible. In the event the City is only partially responsible for said action or inaction, the Operator shall defend, indemnify, and hold harmless the City for the full amount of such fines.

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- 11.2.3 The City does not and shall not waive any rights against the Operator which it may have by reason of the indemnity clause of Section 11.2 because of the acceptance by the City of any of the insurance policies described in Section 11.1.
- 11.2.4 The indemnity clause of Section 11.2 shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the operations of this Agreement, regardless of whether or not the insurance policies referred to herein shall have been determined to be applicable to any of such damages or claims for damages.
- 11.2.5 The foregoing indemnity is specifically and expressly intended to, constitute a waiver of Operator's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to the City and to the extent necessary to provide City with a full and complete indemnity from claims made by Operator's employees.
- 11.2.6 THE OBLIGATIONS UNDER THIS SECTION 11.2 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. OPERATOR AND THE CITY EACH REPRESENT THAT THIS SECTION WAS MUTUALLY NEGOTIATED AND AGREED UPON.

## 12. REPRESENTATIONS AND WARRANTIES.

- 12.1 Organization and Authority. As of the date of this Agreement and thereafter, the Operator hereby represents and warrants that (a) it is a Limited Liability Company (type of organization) duly organized, validly existing, and in good standing under the laws of the State of California (state) and is qualified to do business in all other states where necessary in light of its business or properties and has all requisite power and authority to conduct its business and own its property utilized under this Agreement, (b) it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement, (c) the execution, delivery, and performance by the Operator under this Agreement has been duly authorized by all necessary action and this Agreement has been duly and validly executed and delivered by the Operator, and (d) this Agreement constitutes the legal, valid, and binding obligation of the Operator and is enforceable against the Operator in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or moratorium or other similar laws relating to the rights of creditors generally.
- 12.2 No Conflict. As of the Effective Date and thereafter for the term of this Agreement, the Operator hereby represents and warrants that the execution, delivery and performance by the Operator of this Agreement does not and will not a) conflict with or violate any provision of its articles of incorporation or bylaws, b) result in a material breach or violation of any term or provision of, or constitute a material default under, any material agreement or instrument to which the Operator is a party

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or by which the Operator or any of its assets are bound, or c) contravene or constitute a material default under any provision of applicable law or regulation.

12.3 Accuracy of Representations and Warranties. The representations and warranties contained in this Agreement do not contain any untrue statement of a material fact or omit any material fact necessary in order to make the statements contained herein not misleading or incomplete.

12.4 Survival of Representations and Warranties. The representations and warranties set forth by the Operator in this Article 12 shall survive the date of this Agreement and shall terminate only upon the sixth anniversary of the date of termination of this Agreement.

### 13. DEFAULT AND TERMINATION.

13.1 Default. If Operator violates breaches or fails to keep or perform any term, provision, covenant, or obligation under this Agreement, the City may provide the Operator with written notice specifying the failure or breach and providing a period of time determined by the City as reasonably necessary to cure the failure or breach. If Operator's breach relates to a monetary obligation, a reasonable time to cure will not exceed ten (10) days. If the Operator does not cure the breach or failure within the time required by the City's notice, Operator's breach will be a "Default". If the cure cannot reasonably be completed in the time provided by the City, Operator will not be in Default if a cure is commenced within the notice period and thereafter diligently pursued to timely completion. No waiver by the City of any Operator breach or Default hereunder shall be construed to be or act as a waiver of any subsequent breach or Default by the Operator.

13.2 City Remedies. If the Operator fails to cure any Default, the City shall have the following nonexclusive rights and remedies at its option: (1) to cure such Default on Operator's behalf and at Operator's sole expense and to charge Operator for all actual and reasonable costs and expenses incurred by City in effecting such cure; (2) to terminate this Agreement upon written notice to Operator.

13.3 If there is an Operator Default, the City shall not be liable for damages by reason of termination or City entry onto the Golf Courses. The City may also avail itself of any other remedy provided by law.

### 14. MISCELLANEOUS.

14.1 Entire Agreement. This Agreement and the documents expressly referred to herein constitute the entire agreement among the parties with respect to the subject matter hereof and supersede any prior agreement or understanding among the parties with respect to such subject matter.

14.2 Severability. If any provision of this Agreement or the application of such provision

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to any party or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other parties or circumstances shall not be affected thereby.

- 14.3 Notices. All notices, requests, demands, consents, and other communications required or permitted to be given by this Agreement shall be in writing and personally delivered or placed in the United States mail, properly addressed and with full postage prepaid, certified, and return receipt requested. Such notices shall be deemed received at the earlier of (a) the date actually received, or (b) 5 (Five) business days after such mailing. Such notices shall be sent to the parties at the following addresses, unless other addresses are furnished by appropriate notice:

If to the City, to:

The City of Seattle Department of Parks and Recreation  
Attention: Golf Manager  
100 Dexter Avenue North  
Seattle, Washington 98109-5119

If to the Operator, to:

Premier Golf Centers, LLC  
2466 Westlake Ave, N. #8  
Seattle, WA 98109

- 14.4 Assignment; Subcontract. This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors, and assigns. The City's willingness to enter into this Agreement with Operator is conditioned, in part, on City's confidence in Operator's management structure. Operator shall not subcontract or assign any of its rights or delegate any of its duties under this Agreement to a third party unless a) the Superintendent gives his/her prior approval, in writing, of the third party contract prior to execution, and b) the third party contract is consistent and complies with all the terms and conditions of this Agreement. No assignment or subcontract shall release Operator from any of the obligations under this Agreement and Operator shall remain jointly liable for performance of this Agreement unless expressly released by the Superintendent in writing. For purposes of this Section, any sale or transfer of company ownership or assets that results in a change in the voting or decision-making control of the limited liability company or change in corporate structure shall also constitute an assignment.
- 14.5 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute one in the same instrument.
- 14.6 Headings. The article and section headings in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.
- 14.7 Governing Law and Venue. This Agreement shall be construed and enforced according to the laws of the State of Washington without regard to any otherwise

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governing principals of conflicts of laws. Venue for any action relating to or arising from this Agreement will be in the Superior Court of King County. This Agreement shall be construed neutrally and not in favor of or against any party.

14.8 Amendment. This Agreement shall not be modified or amended except by a written agreement executed by both of the parties.

14.9 Further Actions. Each party shall execute and deliver such other certificates, agreements and documents, and take such other actions, as may reasonably be required to carry out the provisions or the intent of this Agreement.

IN WITNESS THEREOF, The City of Seattle Department of Parks and Recreation and \_\_\_\_\_ (Operator Name) caused this Agreement to be executed by its proper officers on the dates shown below.

By the Operator

\_\_\_\_\_, 2010  
Signature Date

By the Department of Parks and Recreation

\_\_\_\_\_, 2010  
Christopher Williams, Acting Superintendent Date

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### EXHIBITS

- A. Golf Course Manual.
- B. Use Agreement between the Department and Seattle Junior Golf Foundation, d/b/a First Tee of Greater Seattle.
- C. Initial Hours of Operation.
- D. Sample Financial Reporting Template.
- E. Real Property Description.
- F. Existing Leases.
- G. 2009 Operator Financial Results.
- H. City Loss Form.
- I. Department Grounds Responsibilities.
- J. Premier Golf Food and Beverage House Policies.
- K. Reciprocal Play and Practice Policy.
- L. Greens Fee Schedule 2010.

# GOLF ORDINANCE ATTACHMENT 1

## **EXHIBIT A - Golf Course Manual**

*Seattle Golf Courses*  
*Jackson Park Golf Course - Jefferson Park Golf Course - West Seattle Golf Course*  
*Interbay Golf Course*

The purpose of the Golf Course Manual is to establish uniform rules, procedures and operating policies for the operations of Jackson Park Golf Course, Jefferson Park Golf Course and West Seattle Golf Course (the Golf Courses).

The Golf Course Manual provides direction and valuable information for golf course operations. It is the City's desire that The Golf Courses be a major community service program which enhances the quality of life to participants of all ages.

All matters pertaining to the operation of The Golf Courses, fee and policy changes shall be directed to the Golf Director, Seattle Parks & Recreation.

### DEFINITIONS

In order to facilitate the use of the Golf Course Manual the following definitions will apply:

- The City of Seattle will hereinafter be referred to as "City."
- Premier Golf Centers, LLC will hereinafter be referred to as "Operator."
- Jackson Park Golf Course, Jefferson Park Golf Course and West Seattle Golf Course will hereinafter be referred to as the "Golf Courses".
- The men's, women's and junior clubs at the Golf Courses will hereinafter be referred to as the "Recognized Clubs."
- The daily diary of the golf course activity will hereinafter be referred to as "Log Books."
- The following professional organizations will hereinafter be referred to by their abbreviated titles:
  - The Professional Golfers' Association of America as the "PGA."
  - The Ladies Professional Golfers' Association of America as the "LPGA."
  - The United States Golf Association as the "USGA."
- The Course Manager will be an employee of, report directly to, and receive instructions and guidance from the Operator.
- The Class "A" Golf Superintendent in charge of maintenance will hereinafter be referred to as "The Golf Superintendent."
- Golf Course maintenance staff will be referred to as "Crew" or "Crews."
- Junior rates shall apply to youths under 17.
- Senior rates shall apply to all adults 60 years of age and up.

#### I. GOLF SHOP OPERATIONS.

##### A. Operating Philosophy.

1. Operating Goal is to provide quality service in all activities to insure the enjoyment of all patrons, and to generate revenue for the City.
2. Professional Staff Functions
  - a. Maintain the functions in a manner consistent with the desires and the policies of the City and the Operator to include:

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- 1) Pro shop sales.
  - 2) Power and Hand cart rental and maintenance.
  - 3) Golf Club Rentals.
  - 4) Lesson promotion and programs.
  - 5) Course marketing activities.
  - 6) Driving range operations.
  - 7) Starting, course Marshaling, tournament promotion and booking activities.
  - 8) Cleanliness and maintenance of the facility.
  - 9) Customer relations.
  - 10) Revenue collection.
3. Supervision of Personnel.  
Employ a Class "A" PGA member in a supervisory capacity.
  4. Merchandising (Pro Shop).  
Maintain a well-stocked and attractive pro shop offering merchandise commensurate with wants and needs of the patrons.
  5. Accountability.
    - a. Establish and maintain accurate records regarding the following:
      - 1) All revenue, as per management agreement.
      - 2) Tournament bookings.
      - 3) Lesson activity.
      - 4) Rounds of golf.
      - 5) Cart usage.
      - 6) Daily weather.
      - 7) Starting times.
      - 8) Driving range revenue.
  6. Customer Relations.
    - a. Professional image and courtesy.
      - 1) Maintain a well dressed and well groomed appearance at all times.
      - 2) Maintain a standard of integrity and philosophy consistent with the policies and procedures outlined in this manual.
      - 3) Address all customers in a friendly and courteous manner.
      - 4) Make every attempt to greet customers by name.
  - B. City's Responsibility.  
The City is responsible for establishing major operating policies, such as the rate schedule for green fees, range fees, and hours of operation. The process for changing policies is to make a request to the Department of Recreation and Parks Manager of Golf.
  - C. Management Responsibilities.
    1. General Responsibilities of Course Manager
      - a. The direction and supervision of all golf course administrative, operational, and procedural activities, and the personnel assigned to those activities.
      - b. Perform other duties as assigned by the Operator.
    2. Specific Responsibilities of Course Manager.
      - a. Conduct various golf tournaments and initiate and promote golf activities for the golfing public.

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- b. Cooperate with the Recognized Clubs and their various committees and render professional advice, opinions, assistance and services as required.
  - c. Administer and train a staff of employees, as necessary, to perform duties and meet requirements for sales, rentals and services which are, in the opinion of the City and the Operator, necessary to carry out the provisions of the management agreement.
  - d. Operate and maintain a golf shop for repairs, handling, storage, sales, leasing, and services relating to golf, equipment, golf cars and hand carts.
  - e. Be available, as necessary, to attend regular and special meetings of the Recognized Clubs and to discuss areas both within the realm of his/her duties and those for the benefit of the course and the City.
  - f. Supervise the starting of play by golfers, and the proper charging of green fees and other fees, as necessary, and required.
  - g. Operate and supervise a marshal program at the course.
  - h. Ensure that golf be taught only by qualified instructors.
  - i. Hire, discipline and discharge personnel.
  - j. Plan and schedule the assignment of personnel to cover a seven day per week operation.
  - k. Ensure that golf cars are maintained and in operable and safe condition.
  - l. Recommend public safety measures and maintain a continuous safety program in compliance with applicable laws.
  - m. Provide security for all maintenance buildings and equipment, service yards, materials, supplies, and, especially, toxic chemicals.
  - n. Report any emergency, unusual condition or incident to the Operator immediately.
  - o. Inspect the course daily to ensure proper maintenance and operation, and, as required, make decisions concerning the closing of the course.
  - x. Provide a month report of inspection reports.
  - p. Ensure that the course manager and/or a designated representative is on duty at the start and close of the scheduled work day.
  - q. Sell, rent, store and/or repair golf equipment, clothing and supplies, sell instructional services in golf play, rent golf cars, and operate a driving range.
  - r. Represent the Operator/City before civic and private groups for discussion of Course operations.
  - s. Maintain the golf course Log Book in accordance with established rules and procedures.
3. Supervision of Personnel. Employ a Class "A" PGA member in a supervisory capacity.
- II. FOOD & BEVERAGE OPERATIONS
- A. Operating Philosophy.
- 1. Operating Goal. Provide quality breakfast, lunch and (where applicable) dinner service to ensure the enjoyment of all patrons.
  - 2. Professional Staff Functions. Maintain the functions in a manner consistent with the desires and the policies of the City and the Operator to include:
    - 1) Restaurant marketing activities.
    - 2) Cleanliness and maintenance of the facility.
    - 3) Customer relations.
    - 4) Revenue collection.

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3. Merchandising (Restaurant). Maintain a well-planned menu designed to maximize sales volume as well as margins and offer dining commensurate with wants and needs of the patrons.
4. Accountability. Establish and maintain accurate records regarding restaurant revenue.
5. Customer Relations, Professional image and courtesy.
  - a. Maintain a well dressed and well groomed appearance at all times.
  - b. Maintain a standard of integrity and philosophy consistent with the policies and procedures outlined in this manual.
  - c. Address all customers in a friendly and courteous manner.
  - d. Make every attempt to greet customers by name.
- B. Management Responsibilities.
  1. General Responsibilities of Restaurant Manager.
    - a. The direction and supervision of all food service personnel.
    - b. The appearance and cleanliness of the dining and kitchen area is of prime importance, and the Restaurant Manager is responsible for the general maintenance and decor of the restaurant as necessary to maintain the quality and appearance levels.
  2. Specific Responsibilities of Restaurant Manager.
    - a. Host various club and group functions and parties and initiate and promote dining opportunities to the general public as well as users of the golf facilities.
    - b. Administer and train a staff of employees, as necessary, to perform duties and meet standards for service which are, in the opinion of the City and the Operator, necessary to carry out the provisions of the management agreement.
    - c. Ensure that alcoholic beverages be served by licensed food servers of legal age.
    - d. Hire, discipline and discharge personnel.
    - e. Plan and schedule the assignment of personnel to cover a seven day per week operation.
    - f. Ensure that kitchen equipment is maintained and in sanitary, operable, and safe condition.
    - g. Recommend public safety measures and maintain a continuous safety program in compliance with applicable laws.
    - h. Report any emergency, unusual condition or incident to the Course Manager immediately.
    - i. Inspect the Restaurant daily to ensure proper maintenance, cleanliness and operation.
    - j. Ensure that the Restaurant Manager and/or a designated representative is on duty at or before the start and at or after the close of the scheduled Restaurant hours.
    - k. In conjunction with the Operator, maintain a continuous training program on restaurant maintenance and related subjects, and plan, schedule, and coordinate maintenance programs with personnel in other divisions and departments.
    - l. Sell food and beverage services.
- III. GOLF CAR OPERATIONS.
  - A. Vehicle Operation.
    1. No vehicle other than golf cars supplied by the Operator shall be permitted (except as required for maintenance purposes).
    2. Golf cars and hand carts must not be taken over aprons, greens, tees, sand traps or areas between the greens and traps surrounding the green.

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3. When play has reached the green, golf cars and hand carts must be left on cart paths or at least 30 feet away from the side of the green.
  4. Cars or carts of any kind should not be driven or pulled through wet or muddy areas or over sprinkler heads.
- IV. STARTING AND MARSHALLING.
- A. Starter Responsibilities.
1. Get the golfing public on the Course for play by reservation, or off the waiting list, with the least delay and discomfort and in the best possible frame of mind.
  2. Use every expediency at his/her command to keep the golf operations running efficiently and without undue delay or commotion.
  3. Start golfers on time according to the reservations and in compliance with the waiting list. Fivesomes will be allowed at the discretion of the Starter.
  4. Assign fivesomes or less for play, making certain there is a green fee and recorded name on the Starter Sheet for every golf player on the golf Course.
  5. Inform each golfer to retain his/her cash register receipt throughout his/her round of golf play as he may be asked to show the receipt to authorized persons.
  6. Keep score cards and pencils at the counter and give them to golfers who request them.
  7. Be properly groomed and attired.
  8. Know the types of grass in the tees, fairways and greens; be familiar with maintenance operations and requirements of the Course, be familiar with other public fee golf courses in the area and with all types of tournaments and prominent golf organizations, such as, USGA, PGA, LPGA, PUBLIC LINKS, etc.
  9. Be fair and considerate of golf patrons at all times, treating everyone equally, and at all times being courteous, friendly, helpful, tactful, effective and impartial.
  10. Patiently and courteously answer all questions of patrons and explain to them golf rules and policies and etiquette, in compliance with local rules and USGA rules.
  11. Note in the Log Book all complaints and suggestions concerning the operation or maintenance of the course and inform the complainant that his/her complaint will be referred to the course manager.
  12. Inform golfers called from the waiting list of the players with whom they will be playing.
  13. Practice good housekeeping while on duty by keeping the Starter area clean.
- B. Rules of Play. The speed of play can be increased by observing strictly the USGA and local rules of golf, the etiquette of golf and the traditions of the game. It is important to play as quickly as possible and avoid unnecessary delays. The golden rule is applicable to play on the Golf Course. Practice ready golf.
- C. Marshaling Responsibilities.
1. Operator shall recruit the services of volunteer marshals to be on duty at all appropriate times, with the exception of periods of inclement weather. . The primary purpose of the marshals' duties shall be to expedite play on the course at all times. A secondary duty will be to ensure compliance with all Golf Course Rules and Regulations.
  2. Under no circumstances will playing golf be considered as course marshaling during the scheduled work week.
  3. The marshals will require players to maintain their position on the Course to speed up play and verify that golfers have required equipment.

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4. Players will be required to observe golf course etiquette, replace fairway divots, rake sand bunkers and repair ball marks on the greens. The marshals will assure safe practices by all golfers.
  5. The marshals will enforce regulations concerning the use of golf cars and electric hand and pull carts.
  6. Periodically during the day, inform golfers to please keep their positions on the Course, replace their divots on the fairways and repair their ball marks on the greens, as we are striving to maintain excellent playing conditions.
- D. Non Reserved Players Policy
1. Golfers who do not have a reserved starting time must register with the Starter on the daily waiting list (Call Sheet) prior to play.
  2. Golfers without reservations who are at the Course and ready to play may register on the Call Sheet as a single or in groups of two, three, four or five (upon Starter's discretion).
  3. Playing group vacancies, cancellations, and open or unreserved starting times will be filled only from the Call Sheet on a first-come, first-served basis with priority determined by the time of registration with the Starter. Those who have registered as a group will be called for play as openings become available for the number of players in the group.
  4. When sufficient players are available from the Starter Sheet and/or the Call Sheet, the Starter will send groups of four to the starting tee. If fewer than four players are available, the Starter may send out groups of two or three. A single player may be sent out alone only if no other golfers are available and if it appears they will not be available within a reasonable time.
  5. As players on the Call Sheet are sent to the first tee their names will be scratched from the sheet.
  6. The golf course Starter on duty is responsible for assigning foursomes, and for scheduling and starting all players in accordance with Reservation/Call Sheet rules and regulations. Golfers are not permitted to buy, sell, or transfer starting times or Call Sheet positions. Only those golfers who are properly registered and who are called by the Starter will be allowed to start play.
  7. The golf course Starter may switch or interchange starting times if in his/her judgment such change would prevent delays, eliminate confusion, correct a problem or be of general benefit to the players involved and to those following.
  8. The Starter will call players to the tee by the starting time number marked on their cash register green fee receipt, and/or by name. After calling the group due on the tee, the following group will be given a five minute warning call by number and name. The next group will then be given a ten minute warning call by number and name.
- E. Reservation Policy.
1. Starting time reservation requests for daily play will be accepted at the Course Starter's office up to one week in advance of playing date desired. Requests may be made, in person by automated reservation system or by phone.
  2. Reservations will be made only for groups of two, three, four, or five players, and openings in a group will be filled from the Call Sheet on the day of play. Reservations will not be accepted for a single player.
  3. Only two reserved times per person is allowed, and that person must be a member of the group for which the reservation is made unless there are acceptable extenuating circumstances.

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4. The name of the person making the reservation will be recorded on the Starter sheet opposite the time assigned. On the day of play, players' names will be marked to recognize their green fee has been collected.
5. A reservation may be forfeited if the golfer making same does not check in with the Starter at least fifteen minutes prior to the assigned starting time. A reservation may also be forfeited when only one of a group having a reserved time is present fifteen minutes prior to tee-off time. If a reservation is forfeited, the players involved may be registered on the Call Sheet in priority order if they so desire.
6. Reservations are not transferable to another player. If a reservation is canceled, the Starter will offer the time to the next applicant, or if the time is open on the day of play, it will be filled with names from the Call Sheet in the order listed.
7. Permanent starting times will not be assigned at any time, however, the Operator may have one reserved time per hour on Saturday, Sunday and holidays to allow for possible human error during the reservation process.
8. If, for any reason, the Course is closed the entire day, all golf play reservations for that day will be canceled. If the Course is closed only temporarily, players whose reservations are the earliest starting time of the day will be the first group off the tee and all other times will follow in sequence. The Starter will make every effort to get all players on the golf course as soon as possible. Players unable to begin at their assigned starting times due to inclement weather will be reassigned starting times at the discretion of the Starter.
9. The City may schedule use of the golf course as a setting for official business. Appropriate activities include promotion of economic development or intergovernmental relations. Such use shall be directly related to City business and shall not include purely personal use of the golf course by City officials or their families. For official business, the City may reserve a tee time more than one week in advance. In such cases, the following procedure should be used:
  - a. The Director of Golf must approve the proposed use.
  - b. The use will not pre-empt any previously scheduled tournament or event.
  - c. All requests will be routed through Manager of Golf
10. The Recreation and Parks Director has the ability to schedule 2 (Two) special golf outings per year (including one for City employees, if desired) without the minimum number of player requirements for either weekend or weekdays.
- F. Hours of Operation. Except for lighted driving ranges and non-course activities, golf courses will open from one half hour before sunrise and will close one half hour after sunset.
- G. Closing Course.

Operator is responsible for decisions concerning temporary or all day closing of the Course. In making such decisions, due consideration will be given to the welfare of the general public and golf course.
- V. COURSE RULES, REGULATIONS AND ETIQUETTE.
  - A. General.
    1. The following activities are prohibited on grounds or facilities except as authorized by Operator or City.
      - a. Storage of private or personal property.
      - b. Solicitation of any kind.

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- c. Circulation or posting of handbills, petitions, advertising matter, promotional material, and literature.
- d. Selling of any goods, wares, or merchandise.
- e. Carrying or discharging any firearm, air gun, sling shot, or fireworks of any kind.
- f. Use of the course for any purpose other than to play golf in the accepted manner.
2. All beverages taken on the Course must be purchased from the Operator. No coolers can be brought on Golf Courses.
3. Throwing trash (paper cups, candy wrappers, etc.) anywhere on the course is prohibited.
4. It shall be unlawful for any person to loiter on the Golf Courses, and unauthorized persons are not permitted.
5. Dogs, cats or any other animals shall not be brought on the course under any circumstances.
6. Picnicking or recreational play, other than golf, is prohibited.
7. Overnight or day camping is not allowed on any part of the course.
8. Cars must be parked in designated parking areas only, and overnight parking in the parking lot is not allowed.
9. Reserved parking may be provided for the Starter, Golf Professionals and Course Manager within the clubhouse parking area.
10. If necessary, the Seattle Police Department may be called upon for assistance in enforcing these regulations.
11. Holes must be played in sequence and a golfer in the wrong fairway must give way to players playing that hole.
12. No more than one golfer shall play out of one bag. Each player must have his/her own set of clubs.
13. It is the responsibility of each player to replace divots, rake and smooth traps, and repair ball marks or other damage on the greens.
14. Golfers are responsible for injuries or damages resulting from their golf shots.
15. Starter shall have the right to allow spectators only for special events with prior approval from the City and Operator.
16. In the interest of all, players must play without delay, and all groups must keep their place on the Course or allow following players to play through.
17. Operator reserves the right to cancel playing permits for individuals or organizations using course facilities if at any time conditions justify such action.
18. Golfers may be refused playing privileges, or they may be removed from the course for:
  - a. Submitting false information for the purpose of securing golfing privileges.
  - b. Playing golf without paying a green fee or registering with the Starter.
  - c. Obvious inability to play golf and to maintain their position on the course.
  - d. Intoxication, disorderly conduct, use of abusive or profane language, inappropriate dress or other behavior detrimental to the normal and orderly operation of the Course.
  - e. Failure to comply with the existing rules and regulations governing golf play, practice, operation of carts or pull carts, personal conduct, and appropriate dress.
- B. Dress Code.
  1. Appropriate golf attire must be worn at all times.
    - a. Swim trunks and bathing suits are not allowed in the clubhouse or on the course and driving range.
    - b. Shirts must be worn on both the course and driving range at all times.

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- c. Shoes worn on the course must be appropriate for golf.
  - d. In addition to these specific guidelines, it is up to the discretion of the Starter to determine appropriate golf attire.
  - e. Marshals will assure that these guidelines are adhered to on the golf course and driving range.
- C. Golf Play.
- 1. USGA Rules of Golf and posted local rules will govern play at all times.
  - 2. No play is allowed on the Course when it has been closed for any reason.
  - 3. Golfers under the age of 14 (Fourteen) years may play on the Course only when they have demonstrated appropriate knowledge of golf course etiquette and are accompanied by an adult responsible for child. At the discretion of the Starter, golfers under the age of fourteen may be able to play without being accompanied by an adult.
  - 4. All players must be registered with the Starter before playing any part of the golf course.
  - 5. All players must have a current cash register receipt or a valid daily ticket in their possession during play.
  - 6. Practicing anywhere on the course at any time is prohibited. Players must use the driving range, putting green, and other designated practice facilities for practice.
  - 7. When sufficient players are registered, four persons will be scheduled in each playing group on tee #1.
  - 8. Fivesomes are allowed at the discretion of the Starter.
  - 9. Unless prior permission is given, golfers will tee off only between the appropriate tee markers.
- VI. TOURNAMENTS.
- A. General Information.
- 1. Any golf club, company, golf association, or other organization may request authorization to hold a golf tournament on a first come, first served, basis.
  - 2. All tournaments must have a Tournament Agreement requiring multiple reserved starting times with a minimum of 16 (Sixteen) players.
  - 3. Tournament fees and charges will be set by the Operator subject to the approval of the Director of Recreation and Parks. Fees and charges are subject to change without prior written notice. Tournament fees will be based on fees and charges in effect on the date of the tournament. All fees and charges in effect on date of tournament must be paid and received 15 (Fifteen) days prior to day of tournament.
  - 4. All pre-scheduled tournament events will be charged at the current daily fee per player. Any discount rates will not apply with an exception to the Recognized Clubs.
  - 5. Individual starting time reservation requests will not be accepted for starting times which fall within a scheduled tournament period, however, the course may fill any unfilled or late starting time with players from the daily call sheet.
  - 6. Unless otherwise authorized by the Operator, tournament playoffs to settle a tie will not be permitted.
  - 7. Refunds on tournament green fees will not be made except when the course is officially closed due to inclement weather or other adverse conditions.
  - 8. Green fees for those participants who have not commenced play will be refunded in accordance with established procedures if the course is closed prior to or during a tournament,.

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9. Tournament participants must observe all prevailing rules and regulations covering use of the Course, personal conduct, dress, and golf play as prescribed by the City and the Operator.
10. Tournament sponsors are liable for any personal injury, property damages or repairs resulting from tournament play.
11. Tournament sponsoring organizations must agree that, during use of the course facilities, no person will be excluded from participation, denied any benefit or otherwise be subjected to discrimination because of his/her race, creed, color or national origin.
12. All scheduled tournaments will be posted on the course bulletin board for information to the general public at least two weeks in advance of the tournament dates.
13. The following information on each scheduled tournament will be entered in the Log Book by the Operator or the designated representative.
  - a. Name of the organization holding the tournament.
  - b. Date and time of play.
  - c. Number of players.
  - d. Name, address, and phone number of the tournament chairperson.
14. All scheduled tournaments shall be encouraged to purchase prizes from the golf shop per the fee schedule.
- B. Permit Procedures.
  1. Tournament requests will be taken beginning the first of the eleventh month of the year for the coming year, (ex. November 1, 2011 for January 1 through December 31, 2012).
  2. No tournament will be confirmed until the following:
    - a. A tournament contract is signed by the organization representative booking the tournament and the Operator.
    - b. A check for 10% (Ten percent) of the total charges for the tournament is received. These fees must be received along with the signed contract.
    - c. The total remaining fees must be paid in full no later than 15(Fifteen) days prior to the scheduled tournament **or the tournament will be canceled.**
  3. The 10% (Ten percent) deposit may be waived at the discretion of the Operator.
  4. The Recognized Clubs may schedule a one day weekend tournament per quarter. The recognized club tournament event can start at 7:00 a.m.
  5. The Recognized Clubs may have one (1) multiple-day event per year for their club championships.
  6. In order to receive a refund of the 10% deposit, Operator must receive written notification of cancellation at least 60 (Sixty) days prior to the date of the scheduled tournament
  7. All tournament fees are calculated on the current fees charged on the day the tournament is held. These fees are subject to change requiring no notification to the organization or individual responsible for booking the tournaments.
  8. On receipt of tournament fees within the time allocated, the Operator will immediately fill out and sign the approved two-part receipt for the fees paid. The original copy will be sent to the applicant and one copy will be placed on file with the contract. Receipt of payment will be noted in the Log Book.
  9. Starting times for which advance payment has been made and for which a Tournament Contract has been executed will be blocked out on the Starter Sheet for the day of the tournament.
- C. Tournament Categories.

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1. Prepaid use. Permits use of golf course for those starting times reserved by the tournament sponsoring organization. A 10% (Ten percent) deposit is required at the time the tournament contract is signed and the tournament is scheduled.
  2. Shotgun Tournaments. Shotgun tournaments (tournaments where all golfers start at the same time on a different hole) may be permitted under certain conditions and restrictions and must be approved by the Operator and are subject to the following requirements:
    - a. Generally must be held Monday through Thursday only.
    - b. Pay for a minimum of 144 (One hundred, forty-four) players.
    - c. Shotgun tournaments are not generally exclusive-use tournaments and the playing privilege cannot be transferred to any other group. Starting times after the tournament will be made available to the general public, and the Operator reserves the right to fill incomplete foursomes within the tournament group from the daily Call Sheet.
    - d. Course manager can book four (8) weekend Shotgun tournaments per year.
  3. Group League Play. Group play must be approved by the Operator and is subject to the following restrictions:
    - a. Permitted Monday through Thursday only, exclusive of holidays.
    - b. Must pay prevailing tournament and green fees.
    - c. May tee off after 4:00 p.m.
    - d. Junior Tournaments.
      - 1). The Operator may schedule an annual City sponsored Junior Tournament for boys and girls who are not yet 18 (Eighteen) years of age. Participating junior golfers will pay a special discounted tournament entry fee to the Operator.
      - 2). Course manager will coordinate appropriate varsity golf team practices and league matches during their golf season (High School and College.)
- D. Accounting.
1. The course manager will receive payment for tournament fees by mail or in person at the course. In the absence of the course manager, the Starter on duty may accept payment and issue appropriate receipts.
  2. On the date of the tournament, play will be recorded on that day's Starter Sheet in the usual manner. A ticket will be rung for all paid players in the tournament and the tournament representative will be issued a cash register receipt.
- VII. SCHOOL TEAM PLAY.
- A. Purpose.
1. To provide young people the opportunity to participate in organized competition in a sport that is not always accessible to all social and economic levels of our society.
  2. To provide young people with the opportunity to develop an interest in a lifetime sport through involvement with the schools.
- B. Policy and Procedures.
1. Letter applications for school team play, for the following year, must be submitted to the Operator between September 15 and November 1. Applications will not be accepted prior to September 15, and those applications received during the specified period for submission will be processed in the order received. Priority will be given to schools within the Seattle School District boundaries.
  2. In processing an application for school team play, the Operator will:
    - a. Make every effort to comply with the school request.
    - b. Designate and assign the days and times for school play.

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- c. Issue a letter authorizing use of the Course, including dates and times.
- d. Prior to January 2 of each year, meet with the golf coach or other designated faculty representatives of the requesting schools to make necessary arrangements, discuss procedures, rules, and regulations, and to schedule the school team play.
3. Each school authorized for team play must submit a team roster and schedule for practice and league play to the Operator at least two weeks prior to the opening of the season. Team members must meet standard eligibility requirements at the junior high, high school or college level.
4. School golf teams will not be allowed on the Course unless accompanied at all times by a golf coach or other designated faculty representative. Teams will be classified as a group, and the assigned coach or faculty member will represent them and be held responsible for their conduct.
5. Each school may be permitted to play at junior rates for a period of twenty weeks between January 1 and May 31 of each year.
6. Team members may play one 18-hole round on the assigned day or days.
7. Team practice and/or league play will be permitted only on those weekdays (excluding holidays) assigned by the Operator. School golf teams shall report to the Course between the hours of 2:00 p.m. and 3:00 p.m. on the days scheduled for play. Any changes or exceptions must be approved by the Operator.
8. Each participating school is allowed four foursomes and a coach or faculty member for practice matches and for scheduled league matches. Only one match may be scheduled on any one day.
9. For school team practice rounds and team league play, the golf coach or designated faculty representative will pay the prevailing junior fee for each participating team member. Payment may be in cash or by first party check for the exact amount due.
10. The golf coach or designated faculty member will pay the prevailing junior green fee when playing golf while supervising the school team activity. Regular green fees will be paid for play at any other time.
11. School team players will be required to show their student identification cards.
12. School golf team members, golf coaches, and faculty representatives will be expected to observe and adhere to the rules of conduct, dress, and golf play prescribed by the City. The Operator reserves the right at all times to cancel a playing permit if conditions justify such action.

### VIII. JUNIOR GOLF PROGRAM.

#### A. Purpose.

1. Create a future interest in golf by providing opportunities for young people to learn the game of golf.
2. Establish guidelines that will enable young golfers to integrate comfortably with adult players on the Course.
3. Ensure an ongoing program of education for young people interested in sports (specifically golf) as a contribution to their own personal development.

#### B. Junior Certification Program.

1. The Certification Program for junior golfers under 15 years of age is the responsibility of the Operator.

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2. The Certification Program is designed to improve the golfing skills of junior boys and girls, and to enhance their knowledge and awareness of the rules of golf, golf etiquette, and golf course care.
  3. To complete the Certification Program, junior golfers must:
    - a. Take and pass a written examination on USGA Rules of Golf, golf etiquette, and golf course care.
    - b. Successfully demonstrate their golfing skill and ability on the driving range and the putting green.
    - c. Become familiar with and understand the Course Rules and Regulations.
  4. Appropriate study material covering the subjects included in Certification Program written examinations will be made available to junior golfers through the Operator. Certification applicants will be encouraged to read and study the material provided before taking the written examination, and study material will be returned to the Operator for reissue to other applicants.
  5. Each junior under 15 (Fifteen) years of age will also be required to complete one semester of junior golf instruction and/or be able to pass a field playing proficiency test to be administered by one of the professional staff at the course.
  6. The Operator will present a junior Certification Card to each applicant who successfully completes the Certification Program.
  7. Notification of the junior Certification Program will be posted on the bulletin board and in the Starter office, and all required information will be recorded on the approved index card by the Operator.
- C. General Policies
1. The Operator is required to establish, promote, and maintain:
    - a. A Junior Golf Club.
    - b. Four Junior Golf Tournaments per year.
  2. Juniors will be defined as a child under 15.
  3. Parental permission will be required for Junior Golf participation.
- IX. RECOGNIZED CLUBS.
- A. Purpose.
1. To offer a vehicle for organized competition, handicapping and fellowship for the course patrons.
  2. To establish a nucleus of patrons for the Course.
- B. Policy.
1. The course will only recognize three separate clubs. They are as follows:
    - a. One Men's Club.
    - b. One Women's Club.
    - c. One Junior Club.
  2. The Recognized Clubs must be totally self supporting through their own dues structure.
  3. Each Recognized Club must establish a Board of Directors. This Board must have at least five members as follows:
    - a. President.
    - b. Treasurer.
    - c. Tournament Chairman.
    - d. Operator representative.
  4. Operator will aid in the establishment of the above clubs.

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5. The Recognized Clubs' bylaws must be approved by the Operator and the City.
  6. The Recognized Clubs must belong to the appropriate amateur golf regulatory association, (i.e. Washington Golf Association, as applicable to the Course).
  7. The Recognized Clubs use of the Course for organized playing activities will be subject to the policy established in this manual.
  8. Each Recognized Club is encouraged to purchase their tournament prizes from the Operator per the fee schedule.
  9. No cash prizes for tournament winners will be permitted unless approved by the Operator.
  10. Reservation privileges for the Recognized Clubs' members will be limited to the reservation policy established in this manual.
  11. Organized tournament privileges for Recognized Clubs will be limited to policies established in this manual.
- X. DRIVING RANGE OPERATIONS.
- A. Hours of Operation. The driving range hours of operation will be as stated in the Management Agreement.
  - B. General Policies.
    1. The Operator shall provide a quality of range ball that will meet the needs and desires of the golfers.
    2. The Operator will be required to maintain the following amenities for the patrons' enjoyment:
      - a. Properly maintained standing mats and brushes.
      - b. Accurate and aesthetically pleasing yardage indicators.
      - c. Signs indicating safety procedures for all patrons.
      - d. Adequate quantities of range balls to allow for peak usage periods.
    3. The Operator shall have clubs available for rental use on the driving range.

### XI. LESSON PROGRAMS.

- A. Purpose
  1. To provide a service to all levels of golfers so that they may enjoy golf by improving their individual skill levels.
  2. To provide a means of introducing new golfers to the game of golf therefore improving revenue potential and course usage.
  3. To provide different types of instruction to fit the needs and incomes of all people desiring to play the game of golf.
- B. Types of lessons available
  1. The Operator is required to provide the following types of professional instruction:
    - a. Private instruction available by the half hour or in a series structure.
    - b. Junior golf "swing classes" for beginners at least once per week on a perpetual basis.
    - c. Adult group lessons for beginning, intermediate, and advanced players on a perpetual basis.
    - d. Periodic clinics for the Recognized Clubs demonstrating various aspects of the golf game.
    - e. Playing lessons.

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**EXHIBIT B – First Tee Of Seattle Agreement**

Use Agreement between the Department and Seattle Junior Golf Foundation, DBA First Tee of Greater Seattle.

ASSUMPTION AGREEMENT

(Jefferson Park)

THIS ASSUMPTION AGREEMENT (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2003, by and among THE CITY OF SEATTLE, a Washington municipal corporation (the “City”), MUNICIPAL GOLF OF SEATTLE, a Washington non-profit corporation (“MGS”), and THE FIRST TEE OF GREATER SEATTLE, a Washington non-profit corporation (“FTGS”).

Recitals:

- A. The City and MGS entered into a Golf Course Operation Agreement dated effective June 30, 1995 (the “Operation Agreement”), under which MGS agreed to operate the Jefferson Park, Jackson Park, West Seattle and various other City-owned golf courses and related facilities on behalf of the City (the “Facilities”).
- B. FTGS and MGS entered into a Use Agreement dated \_\_\_\_\_, 2002 (the “Use Agreement”), under which MGS agreed to provide FTGS with access to and use of the Jefferson Park golf courses and related facilities (the “Jefferson Facilities”) upon the terms and subject to the conditions set forth therein.
- C. MGS and the City terminated the Operation Agreement effective \_\_\_\_\_, 2003, and the City now operates the Facilities.
- D. FTGS has requested that the City assume, and the City has agreed to assume, all of the obligations of MGS under the Use Agreement.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Assignment and Assumption. MGS hereby assigns to the City all of its rights and obligations under the Use Agreement, and the City hereby assumes and agrees timely to perform all of MGS’s duties and obligations under the Facilities Agreement.
- 2. Consent to Assignment and Assumption. FTGS hereby consents and agrees to the assignment and assumption of the Use Agreement to the City.

WHEREFORE, this Agreement has been executed effective as of the day and year first above written.

THE CITY OF SEATTLE,  
A Washington municipal corporation

MUNICIPAL GOLF OF SEATTLE,  
A Washington non-profit corporation

THE FIRST TEE OF GREATER SEATTLE,  
A Washington non-profit corporation

## GOLF ORDINANCE ATTACHMENT 1

### **EXHIBIT C - Initial Hours Of Operation**

| Facility      | Hours of Operations                                   |
|---------------|---|
| Driving Range | 6:00 a.m. to 10:00 p.m. during Peak Season            |
|               | 8:00 a.m. to 10:00 p.m. during Off Season             |
|               | (10:00 a.m. on Mondays)                               |
| Golf Courses  | Dawn to Dark (a defined term)                         |
| Pro Shops     | Dawn to Dark (a defined term)                         |
| Restaurants   | 7:00 a.m. to Dark (a defined term) during Peak Season |
|               | 8:00 a.m. to Dark (a defined term) during Off Season  |
|               |   |

For purposes of this Agreement, Peak Season shall mean the months of April through October and Off Season shall mean the months of November through March. The above minimum daily hours of operation may be reasonably changed or revised by the Department from time to time made after written notice to and consultation with the Operator.

GOLF ORDINANCE ATTACHMENT 1

**EXHIBIT D - Sample Financial Reporting Template**

| Month         |            |            |        | Description   | Year to Date |             |            |       | Full Year   |
|---------------|------------|------------|--------|---|--------------|-------------|------------|-------|-------------|
| Actual        | Budget     | Variance   | %      | March 2004 Interbay                                   | Actual       | Budget      | Variance   | %     | Budget      |
| 2416          | 2361       | \$ 55      | 2%     | Total Rounds  | \$ 5,061     | \$ 5,159    | \$ (98)    | (2%)  | 42,510      |
|               |            |            |        | REVENUES  |              |             |            |       |             |
|               |            | \$         |        | Interbay Green Fees                                   |              |             |            |       | \$          |
| \$ 27,619     | \$ 20,979  | 6,640      | 32%    |   | \$ 58,849    | \$ 51,315   | \$ 7,534   | 15%   | 502,423     |
| \$ 27,619     | \$ 20,979  | 6,640      | 32%    | Subtotal Green Fees                                   | \$ 76,397    | \$ 67,388   | \$ 9,009   | 13%   | 502,423     |
|               |            | \$         |        | Merchandise Sales                                     |              |             |            |       | \$          |
| \$ 49,095     | \$ 44,991  | 4,104      | 9%     | Driving Range   | \$ 98,580    | \$ 99,581   | \$ (1,001) | (1%)  | 542,830     |
| \$ 74,465     | \$ 66,675  | 7,790      | 12%    | Lessons   | \$ 183,112   | \$180,150   | \$ 2,962   | 2%    | 881,155     |
| \$ 24,419     | \$ 23,372  | 1,047      | 4%     | Mini Golf   | \$ 44,807    | \$ 53,701   | \$ (8,894) | (17%) | 350,503     |
| \$ 8,326      | \$ 6,640   | 1,686      | 25%    | Other Income  | \$ 17,548    | \$ 16,073   | \$ 1,475   | 9%    | 163,500     |
| \$ 6,688      | \$ 2,390   | 4,298      | 180%   | Restaurant  | \$ 16,104    | \$ 7,129    | \$ 8,975   | 126%  | 62,446      |
| \$ 15,117     | \$ 12,393  | 2,724      | 22%    |   | \$ 31,562    | \$ 30,102   | \$ 1,460   | 5%    | 234,182     |
| \$ 205,729    | \$ 177,440 | 28,289     | 16%    | TOTAL REVENUES  | \$ 450,562   | \$438,051   | \$ 12,511  | 3%    | \$2,737,039 |
|               |            | \$         |        | EXPENSES  |              |             |            |       |             |
| \$ 43,959     | \$ 30,284  | 13,675     | (45%)  | Merchandise COS                                       | \$ 85,739    | \$ 67,591   | \$ 18,148  | (27%) | \$ 369,124  |
| \$ 5,912      | \$ 4,710   | 1,202      | (26%)  | Food and Beverage COS                                 | \$ 13,043    | \$ 11,439   | \$ 1,604   | (14%) | \$ 93,673   |
| \$ 14,390     | \$ 16,830  | (2,440)    | 14%    | Lessons COGS  | \$ 29,686    | \$ 40,013   | \$(10,327) | 26%   | \$ 245,352  |
| \$ 37,876     | \$ 39,143  | (1,267)    | 3%     | Administration (Interbay G&A<br>+10% of 4 course G&A) | \$ 123,058   | \$105,017   | \$ 18,041  | (17%) | \$ 400,000  |
| \$ 74,335     | \$ 48,656  | 25,679     | (53%)  | Course Operations                                     | \$ 171,094   | \$175,470   | \$ (4,376) | 2%    | \$ 700,000  |
| \$ 176,472    | \$ 139,623 | 36,849     | (26%)  | Subtotal Golf Services Expenses                       | \$ 422,621   | \$399,530   | \$ 23,091  | (6%)  | \$1,808,149 |
| \$ 29,257     | \$ 37,817  | (8,560)    | (23%)  | Sub Total Golf Services Income                        | \$ 27,941    | \$ 43,472   | \$(15,531) | (36%) | \$ 928,890  |
| \$ 35,417     | \$ 35,417  | \$ -       | 0%     | Debt Service  | \$ 106,250   | \$106,250   | \$ -       | 0%    | \$ 423,354  |
| \$ 10,000     | \$ 10,000  | \$ -       | 0%     | PGC Fee and Incentive Bonus                           | \$ 30,000    | \$ 30,000   | \$ -       | 0%    | \$ 120,000  |
| \$ 45,417     | \$ 45,417  | \$ -       | 0%     | Subtotal City Expenses                                | \$ 136,250   | \$136,250   | \$ -       | 0%    | \$ 543,354  |
| \$ -          | \$ -       | \$ -       |        | Cash Versus Accrual Difference                        |              |             | \$ -       |       | \$ 34,626   |
| \$ 221,888    | \$ 185,040 | \$ 36,849  | 20%    | Total Expenses  | \$ 558,871   | \$535,780   | \$ 23,091  | (4%)  | \$2,386,129 |
| \$ (16,159)   | \$ (7,600) | \$ (8,560) | (113%) | Income before capital reserve                         | \$(108,309)  | \$ (97,729) | \$(10,580) | (11%) | \$ 350,910  |
| \$ -          | \$ -       | \$ -       |        | Minus Capital Reserve(7/01/04)                        |              |             | \$ -       |       | \$ 55,000   |
| \$ (16,159)   | \$ (7,600) | \$ (8,560) | (113%) | NET INCOME  | \$(108,309)  | \$ (97,729) | \$(10,580) | (11%) | \$ 295,910  |
| \$. \$ 33,333 | \$(33,333) | \$         | 100%   | Net Income to Park Fund                               | \$ 100,000   | \$100,000   | \$ -       | 0%    | \$ 295,910  |

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### **EXHIBIT E - Real PROPERTY DESCRIPTION**

#### INTERBAY GOLF COURSE PROPERTY DESCRIPTION.

That part of E1/2NE1/4 of Section 23, Township 25 North, Range 3 East W.M. described as follows:

The following blocks and portions of blocks of Gilman's Addition

- Block 21 less that portion condemned for street purposes by condemnation Ordinance 86751;
- Blocks 123,124,125;
- Blocks 126,136, less the west 25 feet deeded to the Municipality of Metropolitan Seattle, Ordinance 94155;
- Blocks 137,138,139;
- Lots 1 through 6, inclusive and Lot 23, Block 140;
- Block 147, less portion condemned for street purposes by Ordinance 86751 and less the south 15 feet condemned for street purposes by Ordinance 23041;
- Block 148, less the south 15 feet condemned for street purposes by Ordinance 23041;
- Block 149 less part of Lot 30 condemned for street purposes by Ordinance 23041;
- Block 150, less the west 25 feet and south 13.7 feet of Lot 24 deeded by Ordinance 94155 and that portion condemned for street purposes by condemnation Ordinance 23041;
- Together with those alleys and portions of 16<sup>th</sup> Avenue W, 17<sup>th</sup> Avenue W, 18<sup>th</sup> Avenue W, W. Armour Street, W. Raye Street, Gilman Avenue W. vacated by Ordinances 18078 and 92373, excepting the west 25 feet of W. Armour Street and W. Raye Street and the north half of W. Wheeler Street.
- Also excepting the Interbay P-Patch, located in part of Block 147 and vacated 16th Ave W adjoining.

#### JACKSON PARK GOLF.

Part of the East Half of Section 20, Township 26 North, Range 4 East W.M. described as follows:

- The W1/2 NE1/4 together with the W1/2 E1/2 NE1/4 and the N1/2NW1/4SE1/4;
- All of Block 9 and Tracts 1,2 of Block 10, Paramount Park Addition, together with the vacated portions of 12th Ave. N.E. and vacated N.E. 137th, vacated by Ordinance 85539;
- Excepting:
  - The West 30 feet of the W1/2NE1/4, being a part of 5th Ave N.E. The North 30 feet of the W1/2NE1/4 and the north 30 feet of the W1/2E1/2NE1/4, being a part of NE. 145th Street;
  - Also, excepting the North 110 feet of the West 90 feet of the W1/2NE1/4 (less the west 30 feet and north 30 feet thereof) being the Seattle City Light Substation.

#### WEST SEATTLE GOLF PROPERTY DESCRIPTION.

That portion of the SW1/4 of Section 13, Township 24 North, Range 3 East, W.M. and

That portion of the NW1/4 of Section 24, Township 24 North, Range 3 East. W.M. lying within the following described boundaries:

Southerly of the south margin of S.W. Genesee Street; westerly of the west margin of the alley adjoining blocks 1,3,4,5,9,10 of Cottage Grove Addition; northerly of the north margin of S.W. Brandon Street ; easterly of the east margin of 35<sup>th</sup> Avenue S.W.

Except that portion of said SW1/4 of Section 13 commonly known as the West Seattle Stadium;

## GOLF ORDINANCE ATTACHMENT 1

And except that portion of said NW1/4 of Section 24 commonly known as Camp William G. Long.

### JEFFERSON GOLF PROPERTY DESCRIPTION.

#### EIGHTEEN HOLE GOLF COURSE

S1/2NW1/4, E1/2SW1/4 of Section 16, Township 24 North, Range 4 East, W.M. lying south of South Spokane Street, east of Beacon Avenue South and north of South Alaska Street.

#### NINE HOLE GOLF COURSE AND CLUBHOUSE

Part of the N1/2SW1/4 of Section 16, Township 24 North, Range 4 East, W.M. lying south of the north line of South Dakota Street produced easterly, west of Beacon Avenue South, north of the northerly boundary of Government Lot 5 and east of Jefferson Park Playfield.

#### DRIVING RANGE

Part of the SW1/4NW1/4 and NW1/4SW1/4 of Section 16, Township 24 North, Range 4 East, W.M., lying north of the north line of South Dakota Street produced easterly, west of Beacon Avenue South, east of Jefferson Reservoir, and south of Jefferson Community Center.

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**EXHIBIT F - List Of Leases**

List of Contracts Held Servicing City of Seattle Golf Courses 11/30/2009

| <u>Vendor</u>             | <u>Courses</u> | <u>Amount Paid</u> | <u>Paid</u> | <u>Term</u>   | <u>Renewal</u> | <u>Terms</u>   |
|---------------------------|----------------|--------------------|-------------|---------------|----------------|--|
| Dex Media                 | all            | varies             | monthly     | per each book | 4/1/09         | Does not automatically renew   |
| Ecolab                    | WS             | \$71.38            | monthly     | Annual        | 10/25/09       | auto renews for 12 months - 60 prior written notice to cancel          |
| Cascade Oil               | JK, JF, WS     | varies             | varies      | Annual        | 11/30/09       | auto renews for 12 months unless 30 days notice before expiration date |
| NGF                       | all            | varies             | annually    | Annual        | 12/1/09        | not automatic, membership only valid if paid annually                  |
| Time Equipment Co         | all            | \$1,033.95         | monthly     | Annual        | 12/19/09       | renews month to month beyond first two year term                       |
| Intuit                    | all            | \$1,314            | annually    | Annual        | 12/24/09       | renews annually when paid  |
| Group Health              | all            | varies             | monthly     | Annual        | 12/31/09       | annually, must be renewed by December 10                               |
| Seattle Exec              | all            | \$588              | quarterly   | quarterly     | 12/31/09       | renews quarterly when paid   |
| Rochester Midland         | all            | \$200 ea           | monthly     | q t q         | 12/31/09       | 30 days written notice - renews each quarter                           |
| Hartford                  | all            | \$104.28           | monthly     | annual        | 12/31/09       | does not auto renew  |
| ThyssenKrupp              | IB             | \$632.76           | quarterly   | q t q         | 12/31/09       | 30 days written notice to cancel                                       |
| Cintas                    | JK             | \$40               | weekly      | Annual        | 12/31/09       | unknown, but letter sent to prevent any auto renewal                   |
| VGM club                  | all            | \$333              | annually    | Annual        | 1/1/10         | not automatic, membership only valid if paid annually                  |
| Muzak                     | all            | varies             | monthly     | Annual        | 1/1/10         | requires 90 days certified written notice prior to end of period       |
| Active Network-PC Charge  | all            | \$600              | annually    | Annual        | 2/28/10        | Sent letter to stop any auto renewal                                   |
| Active Network            | all            | \$12,000 +         | annually    | Annual        | 3/1/10         | Sent letter to stop any auto renewal                                   |
| Iron Mountain             | all            | \$1,835.02         | monthly     | m t m         | 3/19/10        | does not auto renew  |
| Advanced Cleaning Systems | WS, JK, JF     | \$900 ea           | monthly     | annual        | 4/1/10         | does not renew, 30 day notice to end early                             |

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|                            |                   |             |             |         |          |  |
|----------------------------|-------------------|-------------|-------------|---------|----------|--|
| PMSI                       | all               | \$1,008     | monthly     | Annual  | 4/8/10   | 60 days written notice prior to end of 6 month auto renewal periods                      |
| PSP                        | all               |             | monthly     | Annual  | 4/8/10   | requires 45 days advance notice to cancel  |
| Business Health Link       | all               | varies      | monthly     | Annual  | 5/1/10   | renews annually 60 day notice to cancel  |
| OpenWorks                  | IB                | \$946.45    | monthly     | Annual  | 5/14/10  | automatic, 30 days written notice before that date                                       |
| First Insurance Funding Co | all               | \$7,176.79  | monthly     | Annual  | 5/20/10  | financing agreement-payoff over approx 9 months from renewal date                        |
| Dunbar Armored             | all               | \$906.52    | monthly     | Annual  | 7/1/10   | automatic, 30 days written notice before that date                                       |
| Sound Security             | IB                | \$213       | monthly     | Annual  | 8/16/10  | automatic one year renewal unless 30 day notice  |
| Emerald City Water         | JK JF             | \$131.40 ea | quarterly   | annual  | 9/25/10  | automatic, 90 days notice to cancel  |
| Range Servant              | IB, JF            | \$1295 ea   | annually    | Annual  | 10/1/10  | Sent letter to stop any auto renewal   |
| John Deere Credit          | IB                | \$417.45    | monthly     | 4/2010  | 11/1/10  | 60 day notice. \$1 buyout  |
| Island Security            | WS, JK, JF        | \$1,100     | quarterly   | 5 years | 11/8/10  | 60 day notice by certified mail  |
| Allied Waste               | Interbay (856552) |             | monthly     | 3 years | 11/11/10 | automatic, 30 days written notice before that date                                       |
| Pepsi                      | all               | varies      | varies      | Annual  | 12/31/10 | No auto renewal  |
| my paperless office        | all               | \$1,164.90  | twice/month | 2 years | 3/31/11  | mtm until 90 days written notice given (mistake in contract may have renewal at 3/31/09) |
| Allied Waste               | Jackson (822881)  |             | monthly     | 3 years | 8/27/11  | automatic, 30 days written notice before that date                                       |
| Qwest                      | All, JF, IB       | \$3,000     | monthly     | 3 years | 3/1/12   | 60 days written notice prior to end of 36 months   |
| ALSCO                      | WS, JF            | varies      | weekly      | Annual  | 4/27/12  | auto renews for 60 months unless 90 days notice by registered mail                       |

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|                          |              |                |           |        |                   |  |
|--------------------------|--------------|----------------|-----------|--------|-------------------|--|
|                          |              |                |           |        |                   | certified letter required for termination - certified letter sent stating no auto renewal authorized |
| Allied Waste             | all          | varies         | monthly   | Annual | various           |  |
| Yamaha                   | all          | \$13,759.10    | monthly   | 6/2013 | does not renew    | carts must be returned at end of lease   |
| Softwarefixit            | JF / IB      | \$590 / \$2726 | annually  | Annual | July 1st / Nov 17 | Sent letter to stop any auto renewal   |
| Action Pest Control      | WS, JK       | \$76 ea        | monthly   | m t m  |                   |  |
| Action Pest Control      | Jackson      | \$76           | monthly   | annual | 4/14/20           | switches to month to month after first year, terminable at any time                                  |
| Action Pest Control      | West Seattle | \$76           | monthly   | m t m  |                   | already on month to month  |
| Airgas                   | WS, IB       | \$60 ea        | monthly   | m t m  |                   |  |
| Amerigas                 | WS           | \$200 +        | monthly   | m t m  |                   |  |
| Carr Knowledge           | All          |                | monthly   | m t m  |                   | initial contract expired years ago   |
| Central Welding          | JF           | \$41.48        | monthly   | m t m  |                   |  |
| Comcast                  | WS           | \$258.26       | monthly   | m t m  |                   |  |
| Direct TV                | JF           | \$114.23       | monthly   | m t m  |                   |  |
| Dish Network             | JK           | \$176.93       | monthly   | m t m  |                   |  |
| Northwest Cascade        | JK, JF       | \$200 ea       | monthly   | m t m  |                   |  |
| Redi National            | IB           | \$71.18        | monthly   | m t m  |                   |  |
| Sprague                  | JF           | \$73.85        | monthly   | m t m  |                   | need 30 day notice to cancel   |
| United Site Services     | IB           | \$162.75       | monthly   | m t m  |                   | seasonal contract only, expires every fall and a new one in the spring                               |
| Link2gov                 | all          | \$22.60        | monthly   | City   |                   | City handles   |
| Northwest Loss           | all          | \$400          | monthly   | m t m  |                   | 30 days written notice   |
| CleanScapes              | IB, JK       | \$2,000        | monthly   | m t m  |                   |  |
| PSE                      | IB           | varies         | monthly   | m t m  |                   |  |
| Seattle City Light       | All          | varies         | monthly   | m t m  |                   | call day of or 15 day notice   |
| Seattle Public Utilities | all          | varies         | monthly   | m t m  |                   | 3 day application process  |
| Waste Management         | WS, JF       | \$3,100        | monthly   | m t m  |                   |  |
| Copiers Northwest        | IB           | \$175          | quarterly | m t m  |                   |  |
| Overlake oil             | JK           | \$345.80       | varies    | m t m  | \                 |  |
| wells Fargo              | all          | varies         | monthly   | m t m  |                   |  |
| Tomlinson Linen          | IB           | varies         | weekly    | m t m  |                   |  |

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**Exhibit G – 2009 Operator Financial Results**

| <b>2009 Year-End</b>                | <b>2008 -<br/>(Prior<br/>Year)</b> | <b>2009 Budget</b> | <b>2009<br/>Actuals</b> | <b>% of 2009<br/>Budget</b> |
|-------------------------------------|------------------------------------|--------------------|-------------------------|-----------------------------|
| <b>9 Hole Rounds</b>                | 79,656                             | 79,124             | 82,838                  | 105%                        |
| <b>18 Hole rounds</b>               | 179,680                            | 178,020            | 177,587                 | 100%                        |
| <b>Total Rounds</b>                 | 259,336                            | 257,144            | 260,425                 | 101%                        |
| <b>Power Cart Rentals</b>           | 42,325                             | 33,723             | 41,243                  | 122%                        |
|                                     |                                    |                    |                         |                             |
| <b>REVENUES</b>                     |                                    |                    |                         |                             |
| Jackson Green Fees                  | \$1,432,082                        | \$1,430,966        | \$1,401,044             | 98%                         |
| Jefferson Green Fees                | \$1,299,859                        | \$1,210,454        | \$1,281,752             | 106%                        |
| West Seattle Green Fees             | \$1,397,072                        | 1,362,346          | \$1,369,356             | 101%                        |
| Interbay Green Fees                 | \$505,869                          | \$507,165          | \$508,419               | 100%                        |
| <b>Subtotal Green Fees</b>          | <b>\$4,634,882</b>                 | <b>\$4,510,931</b> | <b>\$4,560,570</b>      | 101%                        |
| Driving Range                       | \$1,338,667                        | 1,222,895          | \$1,307,621             | 107%                        |
| Merchandise Sales                   | \$827,946                          | \$881,605          | \$851,915               | 97%                         |
| Cart Rentals                        | \$799,199                          | 714,964            | \$684,268               | 96%                         |
| Lessons                             | \$494,298                          | 541,051            | \$466,143               | 86%                         |
| Restaurants                         | \$1,460,433                        | 1,580,629          | \$1,520,318             | 96%                         |
| Mini Golf                           | \$191,395                          | 192,215            | \$184,685               | 96%                         |
| Other Income                        | \$                                 |                    |                         |                             |
|                                     | 37,523                             | 5,710              | \$22,837                | 400%                        |
| Parks Misc Revenue                  | \$0                                | -6,883             | \$557                   | 3%                          |
| <b>Premier Gross Revenues</b>       | <b>\$9,784,343</b>                 | <b>\$9,643,117</b> | <b>\$9,598,357</b>      | <b>99%</b>                  |
| <b>Total Revenue</b>                | <b>9,784,343</b>                   | <b>9,643,117</b>   | <b>9,598,914</b>        | <b>99%</b>                  |
| <b>Cost Of Sales</b>                |                                    |                    |                         |                             |
| Merchandise COS                     | \$552,360                          | \$571,298          | \$558,451               | 98%                         |
| Food and Beverage COS               | \$524,181                          | \$578,944          | \$506,302               | 87%                         |
| Lessons COS                         | \$300,451                          | \$353,466          | \$299,419               | 85%                         |
| <b>Total COS</b>                    | <b>\$1,376,992</b>                 | <b>\$1,503,708</b> | <b>\$1,364,172</b>      | 0%                          |
| <b>Other Expenses</b>               |                                    |                    |                         |                             |
| Administration                      | \$90,862                           | \$190,890          | \$105,338               | 55%                         |
| Payroll/Benefits                    | \$1,551,918                        | \$1,662,355        | \$1,666,043             | 100%                        |
| Course Operations                   | \$1,507,971                        | \$1,496,613        | \$1,367,707             | 91%                         |
| <b>Total Other Expenses</b>         | <b>\$3,150,750</b>                 | <b>\$3,349,858</b> | <b>\$3,139,088</b>      | 94%                         |
| <b>Total Golf Services Expenses</b> | <b>\$4,527,742</b>                 | <b>\$4,853,566</b> | <b>\$4,503,260</b>      | <b>93%</b>                  |
| <b>Golf Services Income</b>         | <b>5,256,601</b>                   | <b>4,789,551</b>   | <b>5,095,654</b>        | 106%                        |

**EXHIBIT H – City Loss Form**

**CITY OF SEATTLE  
LOSS OF ASSETS REPORT**

| <b>DATE OF REPORT</b>                                  |          |              |         | <b>DEPT/DIVISION</b>     |                  |                   |
|--|----------|--------------|---------|--------------------------|------------------|-------------------|
| <b>DATE OF LOSS</b>                                    |          |              |         | <b>DATE OF DISCOVERY</b> |                  |                   |
| <b>ADDRESS WHERE LOSS OCCURRED</b>                     |          |              |         |                          |                  |                   |
| <b>POLICE REPORT #</b>                                 |          |              |         |                          |                  |                   |
| <b>EMPLOYEE REPORTING LOSS &amp; PHONE NUMBER</b>      |          |              |         |                          |                  |                   |
| <b>TYPE OF ASSET(S) LOST:</b>                          |          |              |         |                          |                  |                   |
| <input type="checkbox"/> <b>Cash</b> (Amount \$ _____) |          |              |         |                          |                  |                   |
| <input type="checkbox"/> <b>Property</b>               |          |              |         |                          |                  |                   |
| <b>EMPLOYEE IN CUSTODY OF ASSET AT TIME OF LOSS</b>    |          |              |         |                          |                  |                   |
| Name _____ Phone _____                                 |          |              |         |                          |                  |                   |
| <b>DESCRIPTION OF LOST PHYSICAL PROPERTY</b>           |          |              |         |                          |                  |                   |
| City<br>Equipment #                                    | Serial # | Manufacturer | Model # | Asset<br>Description     | Year<br>Acquired | Purchase<br>Price |
|  |          |              |         |                          |                  |                   |
| <b>DESCRIPTION OF HOW LOSS OCCURRED</b>                |          |              |         |                          |                  |                   |
|  |          |              |         |                          |                  |                   |

**COPIES OF THIS REPORT MUST BE PROMPTLY FORWARDED** in an *electronic* format to the Parks Accounting Manager and Parks Human Resources Director within forty eight (48) hours of the loss. Form A-70 (9/06)

EXHIBIT I – City Form A22 Request for Payment of Food and Gifts

**Parks & Recreation Request for Payment for Food and Gifts**

Form A-22 Revised 16 Dec 2005

**Instructions:**

- **Attach original invoice, delivery ticket, packing slip, etc. Code food to 730241; gifts to 744520.**
- **Complete one form per event and attach all expense documentation.**
- **Light refreshments may be served *during non-lunch* hours as authorized below, and includes coffee, tea, milk, hot chocolate, fruit juices, soft drinks and non-alcoholic beverages; doughnuts, cakes, pies, cookies, fruit, sandwiches, and light snacks, etc.**
- For cash advances or other costs, complete Form A-53 Application & Authorization for Training/Retreat.
- Check the box below indicating the reason for the food/gift expenditure.

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**Food & Refreshments for Employees & Volunteers during Training, Retreats and Meetings**

- Food & refreshments are authorized for training, meetings and retreats, but not for normal work.
- Event must be 3 or more hours long, or as approved by the Superintendent or his designee.
- Food/Refreshments are authorized only for City employees, volunteers that are registered with a Parks' Volunteer Coordinator, and appointed members of City boards, commissions and committees.
- Light refreshments (see definition above) are authorized if funds are budgeted.
- If an event spans a meal hour, meals are authorized if they are budgeted, have advance approval in writing by a manager, and are impractical for participants to obtain. The event must be away from the employee's regular work facility, except when it is a Department-wide training event.
- Total cost of refreshments *and* meal will only be reimbursed up to the maximum per-person Runzheimer rate: [http://inweb/citytravel/meal\\_lodging\\_rates.htm](http://inweb/citytravel/meal_lodging_rates.htm).
- Attach the agenda for the meeting (for verification of the length of the meeting).
- Attach a participant list (so that cost-per-participant may be determined)

**Refreshments & Gifts for Recognition and Appreciation of Employees and Volunteers**

- Light refreshments (see definition above) and gifts are authorized if funds are budgeted.
- No minimum time is required for events with a substantial recognition component.
- Refreshments are authorized only for City employees, volunteers that are registered with a Parks' Volunteer Coordinator, and appointed members of City boards, commissions and committees.
- For refreshments (provided during non-lunch hours), attach a participant list (to determine food cost-per-participant), the name and date of event, and documentation of the recognition component.

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- Gifts and gift certificates are limited to \$10. Higher amounts may be authorized by Superintendent.
- For gifts, attach copy of documentation naming employee/volunteer and reason that gift is merited.
- Food & Refreshments for Program Participants and Seattle Conservation Corps**
  - Authorized if funds are budgeted and the cost is included in the course fee, or the food is for youth, low income or infirm participants. Low org supervisor may authorize.
- Food & Refreshments for Ceremonial Special Events and Dedications**
  - Light refreshments are allowed if funds are budgeted. A Press Release is required — attach a copy.

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Check appropriate box:     **Pay to employee**       **Pay to vendor**       **Already paid via credit card**

Pay to (name)    Date of purchase

Total payment requested: \$ \_\_\_\_\_    Name/Date of Event: \_\_\_\_\_

| Account | Org | Activity | Category | Subcategory |
|---------|-----|----------|----------|-------------|
|         | K   |          |          |             |

*I certify that funds for the attached expenses are budgeted and were used for City business.*

\_\_\_\_\_  
Requester Signature

\_\_\_\_\_  
Requester Printed Name

\_\_\_\_\_  
Strategic Advisor Signature

**Exhibit J—Premier Golf Food and Beverage Policy  
Team Member Meals**

**Date in Effect: 07.29.2010**

**To: All Team Members at City of Seattle Golf facilities**

**From: J.R. Gifford, Director of Food & Beverage and Bill Schickler, President, PGC**

**For the purposes of this policy PGC TEAM members of PGC Managed Golf Facilities at City of Seattle Golf facilities are defined as:**

- ◇Paid and volunteer player assistants
- ◇All paid Premier Golf employees, hereinafter referred to as “PGC Team Members.”

**For the purposes of this policy F&B TEAM members of PGC Managed Golf Facilities at City of Seattle Golf facilities are defined as:**

- ◇All paid Premier Golf employees assigned to work in the course restaurants, hereinafter referred to as “F&B TEAM.”

**For the purposes of this policy City TEAM members of PGC Managed Golf Facilities at City of Seattle Golf facilities are defined as:**

- ◇All paid City of Seattle golf maintenance staff, hereinafter referred to as “City Team Members.”

Our policies are designed to complement the Mission and Values of Premier Golf Centers, which desires to provide a workplace for our employees that allows them to work in a fun and rewarding environment and to meet industry standard benefits. It also aims to encourage team members to remain on site during breaks instead of leaving the facility and potentially overextending break periods.

**Eating at work:**

- ◇All F&B TEAM members may receive a shift meal from the **F&B employee menu** consumed during the course of a shift at the same PGC managed Golf Course where the shift is occurring.
- ◇All PGC TEAM members and All City Team members may purchase meals from the restaurant menu consumed during the course of a shift at the same PGC managed Golf Course where the shift is occurring for 50% of menu price. The F&B manager may restrict available items to those where 50% of the menu price covers the cost of the menu item.
- ◇To provide maximum flexibility, this meal may be consumed directly before, or after a shift or during a break period. However, due to guest demand, no employee meals are available at peak times.
- ◇This meal may be required to be consumed in an area designated by the acting manager on duty.
- ◇This meal may be transacted and paid for by any server on duty and be paid for at the time of consumption.
- ◇A \$.50 charge will be assessed for to-go cups.

**Dining as a guest, at all other times:**

All PGC team members are entitled to a 10% discount on select menu items and non alcoholic beverages, subject to the following limits:

- ◇Friday, Saturday and holiday dining exclusions
- ◇A limit of 4 persons (employee and three guests) on any visit
- ◇Dining during regular business hours only.

GOLF ORDINANCE ATTACHMENT 1

- ◇You must dine as a guest, and follow all other policies and guidelines, including those related to alcohol consumption.
- ◇PGC Management reserves the right to cancel this benefit individual in whole or part at any time in the future, or individually subject to progressive disciplinary procedures.

**Your signature indicates you have read, understand and will abide by this policy.**

**Today's Date:**\_\_\_\_\_

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**Your Name (Please Print)Your Signature**



**Exhibit K - Seattle Reciprocal Play and Practice Privileges**

**Golf Courses**

Premier Golf Employees, and the City of Seattle's golf course maintenance employees, Director of Golf, Director of Recreation and Parks Superintendent will have the privilege of playing for free and/or reduced rates at any of the eighteen-hole championship courses or any of the nine-hole courses within the municipality of the course in which they work. Those who work in the Seattle municipality also have playing privileges at the Interbay Mini Golf Course.

Employees may play for free on a space available (walk on) basis. No advance reservations may be made for complementary rounds, and employees may only tee off if there are no paying customers available for the same tee time. Employees may play for one half price if they make reservations under the normal player reservation policy. Employees may use power carts on an as available basis for one half price.

Friends and relatives playing with employees must pay full green fees. Complimentary green fees are for active employees only.

Employees working 35 hours/week minimum have unlimited playing privileges on away courses and on their respective home course.

Employees working less than 35 hours/week are limited to one round per week on away courses and two rounds per week on their respective home courses.

Employees on a seasonal schedule are not eligible while on seasonal layoff status.

Employees of Seattle PGC golf courses do not have any reciprocal play privileges with non-Seattle PGC golf courses. Nor do non-Seattle PGC employees have any reciprocal play privileges with Seattle PGC golf courses.

**Driving Range Usage**

Premier Golf employees and the City of Seattle's golf course maintenance employees, Director of Golf, Director of Recreation and Parks Superintendent will have the privilege of using the driving ranges at either Interbay or Jefferson Park free of charge.

Practice is limited to slow times and availability. Availability is defined as a minimum of at least ten empty stalls at Interbay and three empty stalls at Jefferson.

Employees are entitled to one large bucket of range balls per day. Employees are expected to hit every ball received or return unused balls to the facility.

## GOLF ORDINANCE ATTACHMENT 1

### General

Violation of these rules or fraudulent abuse of these privileges is subject to suspension of privileges, termination of these privileges or disciplinary action up to and including termination of employment.

All complimentary and reduced rate play must be rung through the POS and employees must retain their receipt during play. Employees are expected to abide by all course and range rules as well as conduct themselves in a professional manner.

Exhibit L – Green Fee Schedule 2010



**Interbay Golf Center  
Jackson Park Golf Course  
Jefferson Park Golf Course  
West Seattle Golf Course**

## April 1, 2010 Golf Fee Schedule

It's now been two full years since green fees have increased at the City of Seattle Golf Courses, with the last increase in the spring of 2008. As indicated at that time, the intent was to invest the revenue generated by the increased fees in course improvements. That is what happened. Projects completed include a new irrigation system at Jackson Park, new bunkers at West Seattle, new range netting at Interbay Golf Center, improvements and equipment upgrades to all four courses' clubhouses, new retractable and heated awning at Interbay, new range netting and turf at Jefferson Park, & West Seattle's Banquet room renovation just to name a few. Planned improvements in 2010 and beyond, using the additional revenue from green fees, include those listed below. With this increase, Weekend Green Fee rates have only increased \$4.00 in the five years since 2003 when the rate was \$31.00. That's an annual increase of only 2.5% per year. And both Gold and Platinum Premier Club members will still be paying less than in July, 2003. Gold members are actually paying \$3.00 less than in 2003!

### Pending Capital Projects

- Interbay Netting Height Extension
- Interbay Parking Lot Renovation
- Interbay Mini Golf Pond Renovation
- Interbay Shed Replacement
- Interbay Ball Dispenser Replacement
- Interbay Exterior Painting
- Interbay Range Turf Replacement
- Jackson Park Cart Barn Expansion
- Jackson Park Course Restroom Remodel
- Jefferson Park Hard Surface Path Project
- Jefferson Park Cart Barn Expansion
- Jefferson Park Bunker Renovation Project
- West Seattle Course Restroom Remodel
- West Seattle Exterior Painting
- Entrance Sign Improvements for 18-hole Courses

### 2010 PREMIER CLUB Discount Schedule

|         | PGC Member<br>Bronze 5% | PGC Member<br>Silver 10% | PGC Member<br>Gold 15% | PGC Member<br>Platinum 20% |
|---------|-------------------------|--------------------------|------------------------|----------------------------|
| Adults  | 30.40                   | 28.80                    | 27.20                  | 25.60                      |
| Seniors | 23.75                   | 22.50                    | 21.25                  | 20.00                      |
| Juniors | 14.25                   | 13.50                    | 12.75                  | 12.00                      |
| Weekend | 35.15                   | 33.30                    | 31.45                  | 29.60                      |

### Jackson Park, Jefferson Park, and West Seattle

|   | <u>Mon. - Fri.</u> | <u>Sat. &amp; Sun.</u> |
|---|--------------------|------------------------|
| Adults  | 32.00              | 37.00                  |
| Seniors (60-74), Active Military Disabled             | 25.00              | 37.00                  |
| Super Seniors (75 & Older After 10:00AM)              | 15.00              | 37.00                  |
| Juniors (17 and under)                                | 15.00              | 37.00                  |
| Twilight (4 hours before close)                       | 25.00              | 25.00                  |
| Super Twilight (2 Hours before close)                 | 13.00              | 13.00                  |
| Disabled Rate (Must have a WA Disabled Card)          | 25.00              | 37.00                  |
| Junior Afternoon Unlimited                            | 15.00              | 15.00                  |
| <b>Early Bird Specials (First Hour open, M-F)</b>     |                    |                        |
| Adult   | 23.00              | N/A                    |
| Senior  | 19.00              | N/A                    |
| Dew-sweeper (Back 9, first hour of business), 9 holes | 17.00              | 17.00                  |
| <b>Cart Rentals</b>                                   |                    |                        |
|   | <u>9 Holes</u>     | <u>18 Holes</u>        |
| Power Cart Rental                                     | 17.00              | 26.00                  |
| Pull Cart Rental                                      | 4.00               | 4.00                   |
| <b>Executive 9 Hole Golf Course</b>                   |                    |                        |
|   | <u>9-Hole</u>      | <u>18-Hole</u>         |
| Adults  | 8.50               | 14.00                  |
| Seniors   | 7.50               | 12.00                  |
| Juniors   | 6.00               | 10.00                  |
| <b>Interbay Golf Course</b>                           |                    |                        |
|   | <u>Mon. - Fri.</u> | <u>Sat. &amp; Sun.</u> |
| Adult   | 14.00              | 16.00                  |
| Senior  | 12.00              | 16.00                  |
| Super Senior/Junior                                   | 11.00              | 16.00                  |
| Power Cart Rental                                     | 12.00              | 12.00                  |
| Pull Cart Rental                                      | 4.00               | 4.00                   |



Premier Golf



Centers, LLC.