Postponed on 2/28/13 till 3/14/13

RESOLUTION NO. 13-175

WHEREAS the City Council of the City of Huntsville, Alabama, does hereby declare in accordance with Code of Alabama (1975) that the Mayor be, and is hereby authorized to enter into an Agreement by and between the City of Huntsville and Robertson Golf Management, Inc., on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as " Agreement by and between the City of Huntsville and Robertson Golf Management, Inc." consisting of one hundred forty-two (142) pages, including Exhibits A-H, and the date of _____, 2013 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2013

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the _____ day of _____, 2013.

_____
Mayor of the City of
Huntsville, Alabama

GOLF COURSE OPERATION AGREEMENT

This Golf Course Operation Agreement is made and entered into on this 14th day of March, 2013, by and between THE CITY OF HUNTSVILLE (the "City"), a municipal corporation in the State of Alabama, and ROBERTSON GOLF MANAGEMENT, INC. ("RGM"), an Alabama corporation.

WITNESSETH:

WHEREAS, the City owns certain real property and improvements thereon located in the City of Huntsville, Madison County, Alabama known as the Becky Peirce Municipal Golf Course (referred to hereinafter as the "Premises" or the "golf course"); and

WHEREAS, RGM currently operates a golf course on the Premises pursuant to an agreement with the City; and

WHEREAS, the term of the said agreement will expire on February 28, 2013, and the City issued Request for Proposals No. 9-2013-8300-3 for the management of the golf course from entities experienced in the management of golf courses, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A", and

WHEREAS, RGM presented its proposal to the City, a copy of which is attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, based on RGM's proposal, the City has opted to negotiate an operation agreement with RGM; and

WHEREAS, the City and RGM wish to enter into an agreement for the operation of the golf course upon the terms and conditions set forth herein; and

WHEREAS, the City desires for RGM to operate the Premises for use as a public golf course which shall be open to the public in the same manner as if the City operated it directly; and

WHEREAS, RGM agrees to improve the golf course and perform capital improvements upon the Premises and provide maintenance services;

President of the City Council of the
City of Huntsville, Alabama
Date:

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 PROPERTY

The City and RGM covenant and agree that RGM shall manage and control, subject to the terms of this Agreement, the real and personal property described as follows:

1.1 Real Property

The parcel of land commonly known as the Becky Peirce Municipal Golf Course, along with buildings, fixture and other improvements located thereon, and which is described with more particularity in Exhibit "C" attached hereto and incorporated herein by reference.

1.2 Personal Property

All equipment, furnishings and machinery described in Exhibit "D" attached hereto and incorporated herein by reference.

1.3 Nature of Contractual Relationship

This Agreement is not to be construed as creating a lease or an estate for years.

2.0 USE OF PREMISES

RGM agrees to use the Premises solely for the operation of a public golf course to be known as the "Becky Peirce Municipal Golf Course" and other activities customarily associated with the operation of a public golf course, including without limitation, sale or rental of golf-related merchandise at a golf professional's shop, furnishing of lessons by a golf professional, operation of a driving range, and the sale of food and beverages, including beer and wine sales.

RGM shall not use the Premises for any unlawful purpose nor for any purpose not contemplated by this Agreement and shall comply with all valid laws, ordinances, rules and regulations applicable to the Premises or the business conducted on the Premises.

The City shall have the right to inspect the Premises at all reasonable times, so long as the operation of the golf course by RGM is not unduly interrupted by such inspection.

3.0 QUIET ENJOYMENT

Subject only to the terms of this Agreement, so long as RGM complies with its obligations, RGM shall enjoy the quiet and peaceful enjoyment of the Premises and the sole and exclusive use of the premises subject to the City's right to enter upon the Premises as set forth in this Agreement.

4.0 TERM

4.1. Initial Term

The initial term of this Agreement shall be for five (5) years beginning March 1, 2013 and ending February 28, 2018.

4.2 Options to Extend

(a) RGM shall have the right and option to renew and extend this Agreement for one (1) additional five (5) year term beyond that specified in subsection 4.1 above, at the minimum rent and all other terms and conditions set forth herein, provided that RGM is not in default of any of the terms and conditions of this Agreement. In order to exercise this option, RGM shall notify the City of its intention to exercise the option in writing at least one hundred eighty (180) days prior to the end of the initial five (5) year term.

(b) RGM and the City have the option to renew and extend this Agreement for one (1) additional five (5) year term beyond that specified in subsection (a) above, at the minimum rent and all other terms and conditions set forth herein, provided both parties consent to such renewal in writing not less than one hundred (180) days prior to the scheduled termination of this Agreement.

5.0 AGREEMENT YEAR DEFINED

An "agreement year" is that period of twelve (12) consecutive calendar months beginning March 1 and ending the following February 28 throughout the term of this Agreement. The agreement year may be changed by written agreement duly executed by the parties. Each agreement year will constitute a separate accounting period for the purpose of computing Capital Improvement Funds, and gross revenue for any agreement year shall not be carried forward or backward into any other agreement year.

6.0 RENT

In consideration of the City executing this Agreement and granting the rights provided herein, RGM will pay to the City an annual rent in the amount set forth below:

6.1 Rental Amount

RGM will pay the City an annual rent (in monthly payments) as follows:

Years	Annual Rent	Monthly Payment
1-5	$48,000	$4,000
6-10	$48,000	$4,000
11-15	$48,000	$4,000

6.2 Time and Place for Payment of Rent

RGM's monthly rental payment shall be due and payable on the 15th day of each month during the Term. RGM shall submit its rental payments to the City of Huntsville Clerk/Treasurer, 308 Fountain Circle, P.O. Box 308, Huntsville, AL 35804.

6.3 Late Fee

If RGM fails to make a monthly rental payment to the City on or before the due date specified in Section 6.2 above, then a late fee of 5% of the total monthly rental payment shall be added to the base rental payment and shall be due along with the regular rental payment.

6.4 Capital Improvement Fund

In addition to the rental amounts specified herein, RGM shall establish a Capital Improvement Fund as set forth in Section 12.1 herein.

7.0 GROSS REVENUE

For purposes of calculation of the Capital Improvement Fund, gross revenue shall mean all money received by RGM as a result of the sales of green fees, cart fees and use of the driving range on the Premises, but shall not include:

(1) Receipts from the sales of food and beverages and merchandise including cash refunds or credits allowed on returns by customers.

(2) Sales taxes, excise taxes, gross receipts taxes, and other similar taxes now or later imposed upon the sale of food, beverages, merchandise or services and paid by RGM to the appropriate taxing authority, whether added to or included in the selling price.

(3) Fees charged for golf lessons and instruction if such golf lessons and instructions are offered by an independent contractor who does not pay a percentage of the revenue from lessons and instruction to RGM.

(4) Sales or trade-ins of machinery, vehicles, trade fixtures or personal property used in connection with RGM's operation of the Premises.

(5) The value of any merchandise, supplies or equipment exchanged or transferred from or to other locations of business of RGM where such exchange or transfer is not made for the purpose of avoiding a sale which would otherwise be made from or at the Premises.

(6) Receipts in the form of refunds from or the value of merchandise, supplies or equipment returned to shippers, supplies or manufacturers.

(7) The amount of any cash or quantity discounts received from sellers, suppliers or manufacturers.

(8) The amount of any gratuities paid or given by customers to or for employees of RGM.

(9) Receipts from the sales of uniforms or clothing required to be worn by employees.

(10) Amounts attributed to meals served or provided to employees of RGM.

8.0 CITY POLICIES

8.1 Fees and Charges

All prices charged by RGM including, but not limited to, green fees, driving range fees, merchandise sales prices, cart rentals, and food and beverage sales will be posted on the Premises at those locations where such fees are normally paid. Green fees, driving range fees and cart fees shall not exceed the amounts set forth in Exhibit "E" attached hereto and incorporated herein by reference.

RGM shall provide current and retired City employees a discount of Five Dollars ($5) off the applicable rate posted for regular play. This discount is not available for use with the following special discounts: discount card, kids play free, and all email/text promotions. All City employees must show their City-issued ID badge at check-in to receive this discount. RGM will also provide City employees and retirees a discount of $10 off the posted tournament package rate for the annual City employee and retiree golf tournament.

8.2 Course Operations

RGM shall observe and comply with all of the City's existing policies in force concerning the operation of the golf course, including tournaments, green fees, professional shop operations, inspections/review procedures, and other City policies. Said policies are set forth in Exhibit "F" attached hereto and incorporated herein by reference. RGM shall not change any of said policies nor institute new policies without first obtaining written consent of the City. Notwithstanding the foregoing, RGM has the right to institute a guaranteed reservation system whereby golfers will pay green fees upon making reservations.

8.3 Adjustments to Fees and Prices

All green fees, annual fees, cart and driving range fees as set forth in Exhibit "E" will become effective March 1, 2013. The fees specified in Exhibit "E" are the maximum fees

allowed to be charged. RGM reserves the right to charge less than the posted rate or to offer specials and discounts required to maximize utilization of the golf course. RGM reserves the right to apply for a special rate adjustment to the City as set forth in the following paragraph:

After March 1, 2016, adjustments to the fees other may be made by RGM by applying for adjustments, in writing, by November 1st of the preceding year to the City. Rate adjustments must be approved by the governing body of the City.

8.4 Professional Shop Operations

RGM shall display and maintain throughout the term of this Agreement a fully stocked professional shop with an inventory of golfing equipment and apparel which shall be offered for sale to the public and, in particular, to patrons of the golf course at prices for equipment, supplies, and apparel that is comparable to prices at other golf courses in this locality.

8.5 Nondiscrimination in Hiring, Purchasing and Use of Facilities

RGM covenants and agrees that in the operation and use of the Premises, no person on the grounds of race, color, religion, sex, national origin, or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by RGM. RGM further agrees that in the construction or acquisition of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, national origin, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

9.0 MAINTENANCE AND EXAMINATION OF RECORDS

9.1 Audit and Reports

The City reserves the right to audit all of RGM's books and records of receipts for the purpose of verifying the gross revenues hereunder.

RGM agrees to maintain full and accurate accounts, records, books, journals and ledgers with respect to the operation of the golf course and all related activities, which shall show all of the gross revenues received, and the City shall have the right to inspect such records at all reasonable times. RGM shall also maintain all records, reports and returns required for the payment of state sales tax and any other taxes due in the operation of any activities on the Premises, and such records shall be available for inspection by the City at all reasonable times.

RGM agrees to maintain its financial records of gross receipts from the operation of the Premises for a period of five (5) years after the conclusion of any management year and further agrees that such financial records shall be open and available to the City or the City's representatives for an examination at all reasonable times during business hours and upon three day's business notice.

The City shall be entitled at any time within three (3) years after the conclusion of an agreement year to question the accuracy of the report furnished by RGM. In the event the City is not satisfied with the statements of revenue submitted by RGM, RGM shall accord to the City at the City's expense, the right to conduct an audit of such records with respect to transactions pertaining to gross revenue. RGM shall promptly pay to the City any deficiencies, or the City shall promptly refund to RGM any overpayment which is established by the audit. If, after such audit, it is established that RGM has understated the gross revenues received by RGM from any operation of the Premises by three percent (3%) or more, the expense of such audit shall be borne by RGM.

9.2 Quarterly and Annual Reports

Within thirty (30) days after each quarter of the agreement year, RGM shall deliver to the City a written report of the gross revenues, type and number of rounds played, type and number of golf cart rentals, listing of special events or tournaments and course/facility improvements completed during such fiscal term. Said statement shall be certified as true, accurate, and complete.

Within ninety (90) days after each agreement year, RGM shall deliver to the City a written annual statement of the gross receipts and revenues (by type, number and dollar amounts), maintenance performance, listing of special programs/activities, course and facility and capital improvements for such fiscal year. Said statement shall be certified as true, accurate, and complete by RGM and by a certified public accountant.

Forty-five (45) days prior to the end of an agreement year, RGM shall deliver to the City a written report of the capital improvement projects planned for the next agreement year with estimated costs for each project and an updated three (3) and five (5) year capital improvement plan.

10.0 TAXES AND FEES

RGM will pay all sales and use taxes, business license fees, income taxes or other governmental changes assessed or imposed on the property of RGM located on the premises or upon the business operations of RGM conducted on the Premises.

11.0 UTILITIES

RGM will pay before delinquency all charges for utilities, including electricity, gas, heating, cooling, refuse, water/sewer and telephone on the Premises.

12.0 CAPITAL IMPROVEMENTS

12.1 Minimum Capital Improvement Funding

During this Agreement, RGM will finance and construct the capital improvements specified in Exhibit "G", which is attached to this Agreement and made part of this Agreement by this reference. RGM may make capital improvement projects to the premises other than those specified in Exhibit G, but such changes shall be in accordance with the capital improvement plan report noted in Section 9.2 and shall be approved by the City's designated representative prior to starting any project. All capital improvement projects shall be made at RGM's sole expense, and all alterations and improvements shall become the property of City upon termination of this Agreement. RGM shall set aside funds for capital improvement projects based on the following table, Annual Agreement Year Capital Improvements Projects Funding ("CIP"):

Annual Agreement Year Capital Improvement Projects Funding

Revenue Range	**CIP**
<$800,000	$16,000.00
$800,001--$900,000	$36,000.00
$900,000--$1,000,000	$53,000.00
$1,000,001--$1,100,000	$71,500.00
$1,100,001--$1,200,000+	$92,400.00

If for some reason the amount spent is less than the calculated annual capital improvement funding in any Agreement year, the difference shall be spent in the following Agreement year and shall be considered a part of those years' minimum capital improvement contribution. If the amount exceeds the obligated amount, that amount shall be credited towards future capital improvement obligations of RGM under this Agreement. If this Agreement is terminated at the close of year five (5) [with exception of termination pursuant to paragraph 17 or paragraph 18 of this Agreement] any balance due for capital improvements will be paid to the City.

In the event this Agreement is extended for a period of five (5) years pursuant to paragraph 4.2(a) and for five (5) years pursuant to paragraph 4.2(b), RGM shall be obligated to set aside funds in accordance with Table 12.1, Annual Agreement Year CIP Funding.

If, upon termination at the close of the original or extended term [with exception of termination pursuant to paragraph 17 or paragraph 18 of this Agreement] RGM has not expended the agreed upon amounts for capital improvements as required under this Section 12.1, the balance of that amount shall be paid by RGM to the City in cash upon termination.

12.2 Capital Improvement Administration

Unless made on an emergency basis to prevent injury to person or property, RGM will submit plans as required by subsection 9.2 for any alteration or addition to the Premises for

the City's prior approval, with such approval not to be unreasonably withheld. The City shall have the right to review the estimated cost of capital improvements prior to RGM contracting for said improvements. RGM shall certify in writing to the City the actual cost of capital improvements upon completion of said improvements, and the City shall have the right to audit the books and records of contractors and subcontractors employed to perform such improvements.

RGM will send the City a signed statement within ninety (90) days of the conclusion of each agreement year indicating the amount spent on capital improvements. RGM shall not have the right to create or permit the creation of any lien attaching the City's interest in the Premises as a result of any construction of capital improvements. Any contract executed by RGM for the placement of improvements on the Premises shall affirmatively state that no liens shall attach to the Premises as a result of the Work contracted and for any contract in excess of Twenty Thousand Dollars ($20,000) shall require the posting of a performance bond or a letter of credit by the contractor or RGM.

In constructing the specified capital improvements, RGM may find it necessary at times to close portions of the course, but RGM agrees that it will keep at all times at least nine (9) holes open for play at all times.

13.0 MAINTENANCE AND REPAIRS

RGM acknowledges it is assuming the responsibility for the Premises, including all real and personal property thereon, in their current "as is" conditions. RGM assumes sole responsibility for maintenance and repair of all buildings and other improvements on the Premises and all fixtures and personal property on the Premises, and RGM will maintain the Premises in good order and sanitary and safe condition at RGM's sole expense. RGM agrees it will maintain the Premises in conformance with the maintenance standards specified in Exhibit "H", attached hereto and incorporated herein by reference. RGM acknowledges and agrees that the operations specified in Section VI of Exhibit "A" are to be performed as a part of its regular maintenance of the golf course and shall not be considered as capital improvements.

14.0 INSURANCE AND INDEMNIFICATION REQUIREMENTS

RGM shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. RGM shall procure and maintain for the duration of the job until final acceptance by the City, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by RGM, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's approval.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Broad Form Property Damage

2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. For purposes of this provision, reasonable economic terms shall mean that such coverage is carried by at least 25% of the firms within the discipline of concern in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

4. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Board of Industrial Relations. The Workers' Compensation Insurance carrier or self-insured fund shall waive all subrogation rights against the City of Huntsville, its officers, employees, agents and specified volunteers.

5. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

6. Dram Shop/ Liquor Liability Insurance

Protection against liability arising out of accidents caused by intoxicated customers who have been served/sold alcoholic beverages.

7. Property Insurance

Protection against loss of or damage to the Premises due to fire, natural disaster or other event with the City and RGM as named insureds.

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

$ 1,000,000 General Aggregate Limit
$ 500,000 Products - Completed Operations Aggregate
$1,000,000 Personal & Advertising Injury
$ 500,000 Each Occurrence

2. Professional Liability:

Insurance may be made on a "claims-made" basis:

$ 1,000,000 Per Claim

3. Automobile Liability:

$ 500,000 Combined Single Limit per accident for bodily injury and property damage.

4. Workers' Compensation:

As Required by the State of Alabama Statute

5. Employers Liability:

$ 100,000 Bodily Injury by Accident or Disease
$ 500,000 Policy Limit by Disease

6. Dram Shop/ Liquor Liability

$1,000,000 Per Incident

7. Property Insurance

$250,000

C. OTHER INSURANCE PROVISIONS:

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of specifications with regard to the project in question, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage's Only:

a. The City, its officers, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of RGM for products used by and completed operations of RGM; or automobiles owned, leased, hired or borrowed by RGM. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, agents or specified volunteers. Additional Insured status on the CGL shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide coverage as per this Agreement.

b. RGM's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of RGM's insurance and shall not contribute to it.

c. RGM's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. RGM is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than **B+ V.**

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder and RGM shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

RGM shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. INTELLECTUAL PROPERTY RIGHTS:

RGM agrees to indemnify, hold harmless and defend the City from and against any and all liability, losses, judgments, damages, and expenses arising from third party claims that the Products delivered by and/or Services performed by RGM pursuant to this Agreement infringe on or violate any patents, copyrights, or trade secrets of such third parties. This indemnification is contingent upon City providing prompt written notice of such a claim to RGM, and granting RGM the sole right to defend such claim. In the event of any infringement or claimed infringement, RGM, in its sole discretion, shall: (i) modify the infringing Services to be non-infringing as long as there is no loss of functionality by such modification; (ii) obtain a license for City to use the infringing Services; or (iii) terminate the City's right to use the infringing

Services and refund to City all amounts paid for such infringing Services, amortized over a period of (5) years from the acceptance of Services.

H. HOLD HARMLESS AGREEMENT:

RGM, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, court awarded attorney's fees, arising out of or resulting from the performance of the activities covered by this Agreement, provided that any such claim, damage, loss or expense (1) is directly attributable to personal injury, including bodily injury or death, or to injury to or destruction of tangible property, therefrom, and (2) is caused by any negligent act or omission of RGM or any of its consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

15.0 DAMAGE AND RESTORATION

If the buildings or other improvements on the premises, or the personal property under this Agreement, should be partially damaged or totally destroyed by acts of vandalism, fire or other casualty except a force majeure occurrence beyond the control of either City or RGM, RGM will repair, reconstruct or replace the buildings, improvements, and personal property, and such restoration will restore the buildings, improvements, and personal property to a condition as good as or better than the condition in which the building, improvements, and personal property existed prior to damage or destruction. In the event that any of the above, fire, contingencies or casualties occur and such event is subject to coverage under the policy or policies of fire and extended insurance which RGM is required to maintain pursuant to its obligations under subsection 14 of this Agreement, then it shall be RGM's obligation to utilize the proceeds from such policy or policies in the restoration of the premises. If costs of restoration exceed proceeds from said policy or policies, it is the obligation of RGM to make up the difference. If repair, reconstruction or replacement is prohibited under then-existing laws, this Agreement shall terminate and the City will receive any proceeds from any policy or policies of insurance which RGM is obligated to maintain pursuant to Section 14 of this Agreement.

If RGM should undertake to repair or reconstruct the Premises as described in this paragraph, RGM shall submit plans for any such repair or reconstruction to City for City's prior approval. RGM shall not have the right to create or permit the creation of any lien attaching to City's interest in the premises as a result of any such repair or reconstruction. Any contract executed by RGM for repair or reconstruction of the premises shall affirmatively state that no liens shall attach to the premises as a result of the work contracted for and any contract in excess of Twenty Thousand Dollars ($20,000) shall require the posting of a performance bond or letter

of credit by the contractor or RGM. RGM shall first obtain the written approval of the City for any plans and specification detailing the repairs or reconstruction to be had.

16.0 RENTAL ABATEMENT AND TERM EXTENSION

If RGM is unable to keep nine holes open for play and is unable to use all or a significant portion of the related premises during repair, reconstruction or replacement as provided for in this Section 15, RGM's rental obligations under Section 6 shall be abated or credited in proportion to the decrease in RGM's gross revenues during the period of repair, reconstruction or replacement until such time as RGM is again able to use the premises for the intended purpose. RGM's rental obligations under Section 6 shall be abated by $2,000.00 per month for a maximum of three months per year during the reconstruction of the greens and the use of temporary greens.

17.0 EMINENT DOMAIN

In the event that the whole or any part of the Premises shall be taken by any public authority under the power of eminent domain or like power, then the term of this Agreement shall terminate as to the part of the Premises so taken, effective as of the date possession thereof shall be required to be delivered pursuant to the final order, judgment or decree entered in the proceedings in exercise of such power.

If at any time during the term of this Agreement, title to substantially all of the premises shall be taken by condemnation or by right of eminent domain by the United States, the State of Alabama or any other governmental body having the power of eminent domain, this Agreement shall terminate on the date of such taking and all rental payments then made shall be apportioned as of the date of taking. For purposes of this section, substantially all of the premises shall be deemed to have been taken is that portion of the premises not taken cannot be economically utilized by RGM for those purposes permitted under Section 2 of the Agreement. RGM shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed under Alabama law.

In the event that the title to less than all or substantially all of the premises is taken by condemnation or by right of eminent domain, this Agreement shall not terminate, but the minimum rent due during the remainder of the Agreement shall be reduced as of the date of such partial taking in a proportion equal to the reduction in RGM's total revenue for the operation of the golf course.

All damages awarded for the taking of the Premises, or any part thereof shall be payable in the full amount thereof to and the same shall be the property of the City, including, but not limited to, any sum paid or payable as compensation for loss of value of the leasehold or loss of the fee or the fee of any part of the Premises, and RGM shall be entitled only to that portion of any award expressly stated to have been made for RGM for the loss of business revenue or value and cost of removal of stock, furniture, and fixtures which are owned by the Lessee.

18.0 FRUSTRATION OF PURPOSE

If, at any time during the term of this Agreement, the governing body of any political subdivision having competent jurisdiction over the premises should enact any valid zoning

ordinance, law or regulation which prohibits the use of the whole or substantial part of the premises for the purposes as provided in Section 2 of this Agreement, or if an event of majeure occurs, including without limitation, declared or undeclared war, sabotage, riot or other acts of civil disobedience, acts of government, accidents, fires explosions, floods, earthquakes or other acts of God, which substantially prevents RGM's fulfillment of its obligations as provided for in Section 2 of this Agreement (but not including the events specified in Section 15 herein), it is agreed that RGM or the City may elect, within one hundred twenty (120) days after the effective date of such ordinance, law, regulation or the occurrence of the event of force majeure, to cancel this Agreement and surrender possession of the premises. Any such cancellation and surrender will act to release and discharge RGM from any further obligation under this Agreement.

19.0 ASSIGNMENT OF MANAGEMENT AGREEMENT

RGM shall not, at any time during the tenure of the Agreement, sublet any part of the Premises or assign any portion or all of the Agreement with the City, except by virtue of written permission granted by the City pursuant to a resolution adopted by City's governing body. RGM shall notify City of any proposed assignment or subletting at least thirty (30) days prior to the proposed effective date of such assignment or subletting. In the event that any such assignment or subletting is approved by City, the assignee shall agree, in writing, to be bound by all of the covenants of this Agreement required by RGM.

20.0 BREACH AND REMEDIES

20.1 Breach

The following conditions will constitute a breach of this Agreement and a default thereunder:

(a) If RGM fails to pay rent, make required capital improvements, or fulfill any other monetary obligation of RGM to the City, and RGM fails to cure such monetary deficiency within ten (10) days of written notice from the City to RGM of such monetary deficiency.

(b) If either party fails to perform any of its other non-monetary obligations under this Agreement when due, or called for, and the party in default fails to cure such non-monetary defects within thirty (30) days after written notice from the non-defaulting party of such non-monetary defect, provided, however, that if the nature of the non-monetary defect is a result of a force majeure occurrence or is otherwise of a nature that it cannot be fully cured within thirty (30) days, the party in default shall have additional time as is reasonably necessary to cure the defect so long as the party in default is proceeding diligently to complete the necessary cure after service of notice by the non-defaulting party.

(c) If RGM shall be adjudicated bankrupt, or a receiver by appointed for RGM's property, or if RGM's interest in this Agreement shall pass by operation of law to any person or entity other than RGM and such adjudication, appointment or order is not vacated, dismissed, or set aside within one hundred twenty (120) days from its entry. In the event of bankruptcy, and in addition to any other remedy available to the City, the City shall have the right to file its proof of

claim for the full amount owed by RGM under the terms of this Agreement, including without limitation minimum rent and capital improvements.

20.2 Remedies

If any of the remedies identified in subsection 20.1 above should occur and the party in default does not cure the defect, the City, at the City's option and without further notice or demand to RGM, may enter into possession of the Premises and all improvements thereon and remove all persons therefrom and may either take possession of all furniture, equipment, and other personal property or any part of it and store it at RGM's expense. The City may then terminate this Agreement and begin procedures to collect the performance bond (as provided in Section 21.0 herein) and the balance due under this Agreement and the laws of the State of Alabama.

21.0 PERFORMANCE BOND

RGM will post a performance bond in the amount of Two Hundred Fifty Thousand Dollars ($250,000) in a form approved by the Huntsville City Attorney which will remain in force for the life of the Agreement. The bond may be in the form of a non-revocable letter of credit issued by a financial institution approved by the City Attorney or a bond issued by a company licensed to do business in the State of Alabama. The bond shall be submitted within ten (10) calendar days after the final execution of the Agreement. Maintenance of the performance bond shall constitute a monetary obligation of RGM within the meaning of Section 20.1(a) herein. The performance bond shall contain an endorsement that such bond may not be canceled or amended without sixty (60) days prior written notice by certified mail, return receipt requested, to the City by the company issuing the bond. If notice of cancellation is provided to the City by the company issuing the bond, and RGM has not secured a replacement performance bond of equal amount and dignity within ten (10) days of the date of the notice of cancellation, such occurrence shall constitute a breach of this Agreement by RGM as provided in Section 20.1(a), and the City may avail itself of the remedies for such breach as provided in Section 20.2 herein.

22.0 ENTIRE AGREEMENT

This Agreement, including Exhibits "A" through "H" attached hereto embody the entire Agreement between the parties in connection with the transaction, and there are no oral agreements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby. This Agreement may not be modified except in writing duly executed by the parties.

23.0 NO THIRD PARTY BENEFICIARIES

No party other than the City and RGM and their successors and assigns, shall have any rights to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of the City and RGM, their heirs, personal representatives, successors or assigns and not for the benefit of any third party.

24.0 NOTICE

Notice shall be deemed as given hereunder upon personal delivery to the addresses set forth below or, if properly addressed, one (1) day after depositing such notice in the custody of a nationally recognized overnight delivery service. Notice shall be deemed properly addressed if sent to the parties at their address specified herein:

City of Huntsville
c/o Director of Parks and Recreation
2920 Newby Road
Huntsville, AL 35801

Robertson Golf Management, Inc.
P.O. Box 695
Huntsville, AL 35804

25.0 CHOICE OF LAW AND VENUE

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Alabama. For any action concerning this Agreement, (a) jurisdiction shall be in the appropriate state or federal courts sitting in Alabama and (b) venue (i) in Alabama state courts shall be in Madison County, Alabama and (ii) in Alabama federal courts shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.

26.0 EQUAL PARTICIPATION OF PARTIES

Both parties to this Agreement have participated fully and equally in its negotiation and preparation. Therefore, this Agreement shall not be more strictly construed or any ambiguities within this Agreement resolved against either party hereto.

27.0 ORDER OF PREFERENCE OF CONTRACT DOCUMENTS

In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control. Interpretations shall be based upon the following order of precedence: 1) this Agreement; 2) City of Huntsville Request for Proposals No. 9-2013-8300-3; and 3) RGM's response to the said Request for Proposals.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

ROBERTSON GOLF MANAGEMENT, INC.

Attest:

_____

By :_____
Its: _____

CITY OF HUNTSVILLE
a municipal corporation
in the State of Alabama

Attest:

_____
Charles E. Hagood

Its: Clerk-Treasurer

By:_____
Tommy Battle

Its: Mayor

EXHIBIT A

HUNTSVILLE

Tommy Battle
Mayor

City of Huntsville, Alabama

Finance Department
Procurement Services Division

Request For Proposals
Management of Becky Peirce Municipal Golf Course

Request for proposal #:	9-2013-8300-3
Issue date:	October 1, 2012
Pre-Proposal Teleconference Date and Time:	Not scheduled at this time
Pre-Proposal Conference Date:	Tues October 16, 2012 2:00 PM
Deadline for Questions Date:	Not scheduled at this time
RFP Closing Date:	Thurs November 1, 2012 2:00 PM
Post-Closing Proposer Teleconference Date:	Not scheduled at this time
Post-Closing Proposer Presentation/Demonstration Date:	Not scheduled at this time
Procurement Services Contact:	Jeffrey Fussell jeffrey.fussell@huntsvilleal.gov (256) 427-5060 (256) 427-5059 fax
City Internet Site:	www.huntsvilleal.gov/ebids
RFP E-Documents:	N/A
Proposal Copies to be Submitted	Original and four (4) copies
City File Reference:	Municipal Golf Course Management

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SECTION I: INSTRUCTIONS TO PROPOSERS

REQUIRED BID SUBMISSION DOCUMENTS

- Proposal Form
- Operational Concept
- Insurance Check List
- Proposal Bond ($5,000.00)
- Acknowledgment and Response to General Requirements of RFP

PROPOSAL SUBMISSION

The procedures outlined in the Request for Proposal must be followed. Proposers must submit the proposal and "PROPOSAL FORM" to constitute a complete response.

Submit the original and four (4) copies of the aforementioned documents to the City of Huntsville Procurement Services properly signed in ink and submitted in a sealed envelope on which shall be shown the name of the proposer, proposal closing date, and the name of the proposal and Request for Proposal number.

The deadline for submitting proposals is November 1, 2012, no later than 2:00 PM CDT at which time proposals will be opened and read aloud in the Huntsville City Council Chamber located on the First Floor of the Huntsville Administration Building located at 308 Fountain Circle, Huntsville AL 35801. For purposes of receiving proposals, the official clock will be the NIST clock located in the City Council Chambers. Proposals received after this time shall be rejected and returned unopened to proposer.

PROPOSAL EXPENSES

Expenses for developing the proposals are entirely the responsibility of the proposer and shall not be chargeable in any manner to the City of Huntsville.

WITHDRAWAL OF PROPOSAL

No proposal can be withdrawn after it is submitted unless the proposer makes a request in writing to the city prior to the time set for the opening of bids, or unless the City fails to accept it within sixty (60) days after the date fixed for the proposal closing.

REJECTION OR ACCEPTANCE OF PROPOSALS

The right is reserved by the City of Huntsville to waive any irregularities in any proposal, to reject any or all proposals, to re-advertise for proposals, if desired, and upon recommendation and justification by the City of Huntsville, to accept the proposal which in the judgment of the City is deemed the most advantageous for the public and the City of Huntsville. In making such determination, the City's consideration shall include, but not be limited to, the following:

(A) The desire of the City to have its Municipal Golf Courses maintained and operated in a top quality manner.

(B) Conformance to the requirements of the Americans with Disabilities Act. All expenses incurred in compliance will be borne by contractor.

(C) The base rent payment to the City outlined in the Proposal Form.

(D) The depth of management, including types of training programs and personnel development objectives.

(E) A minimum of 3 years experience as a Golf Course Management and Operation Company.

(F) Extent and caliber of proposed improvements to be made by the Proposer and outlined in the Proposer's Operational Concepts and Plans.

(G) The information supplied by proposer in Exhibit F attached hereto.

(H) Quality of the proposer's maintenance programs.

The successful proposer will receive an official letter from the City of Huntsville notifying him that he is being offered the privilege of negotiating and executing a contract to be prepared by the City.

INTERPRETATION OF PROPOSAL DOCUMENTS AND INVESTIGATION OF PROJECT

Each proposer shall thoroughly examine the Proposal Documents, and judge for himself all matters relating to the location and the character of the services he agrees to perform. If the proposer should be of the opinion that the meaning of any part of the Proposal Documents is doubtful, or obscure, or contains errors or omissions, he should report such opinion to the City of Huntsville Procurement Services in writing via fax (256) 427-5060 at least ten (10) days before the date of formal closing of proposal, in order that appropriate addenda may be issued by Procurement Services, if necessary, to all prospective proposers before proposals are received by Procurement Services. The City will not be responsible for oral interpretation. Issuance of a written addendum shall be the only official method whereby such interpretation will be given.

PERFORMANCE BOND

The successful proposer will be required to post a performance bond in the amount of $250,000 in a form approved by the City Attorney which will remain in force for the life of the management agreement. The bond must be issued by a company licensed to do business in the State of Alabama. The bond must be submitted within ten (10) calendar days after final execution of the Management agreement.

SCOPE

It is the intent of these specifications to grant to the Proposer the right to manage, operate and maintain the Municipal Golf Course in the City of Huntsville.

PROJECT DESCRIPTION

The City of Huntsville owns one (1) Municipal Golf Course.

(1) Becky Peirce Municipal Golf Course
2151 Airport Road
Huntsville, AL 35801
A 18 hole golf course with a full service clubhouse.

In a program to improve the golf course facilities and play, the City of Huntsville is requesting proposals from qualified golf course management firms to take over full management, operations and maintenance of its municipal golf facility.

It is planned that such operation will be subject to an annual review before the City Council. Such review shall occur within 90 days of the end of the Agreement year, and shall include audited financial statements, maintenance performance, course usage and activities, capital improvements, facilities maintenance, and future programs.

PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held Tuesday, October 16, 2012, at 2:00 P.M. local time in the City Council Conference Room located on the 7th floor of the Municipal Administration Building, 308 Fountain Circle, Huntsville, Alabama, at which time the city representatives will discuss the RFP and answer any questions. Although the conference is not mandatory, attendance is strongly recommended. Only those proposers in attendance, or those who specifically request such, will automatically receive any addenda issued for this RFP. Any additional questions after this Pre-Proposal Conference must be addressed in writing and faxed to Procurement Services at 256-427-5059 or e-mail jeffrey.fussell@huntsvilleal.gov.

SECTION II: DEFINITION OF TERMS USED IN THIS REQUEST FOR PROPOSALS

TERM	DEFINITION
1. City	The City of Huntsville, Alabama
2. Council	The City Council of the City of Huntsville, Alabama, being the legislative body of the City.
3. Director	The Director of the City's Parks and Recreation Department.
4. Operator	The person whose proposal shall be accepted by the City Council and who shall thereafter enter into a formal Management Agreement of use with the City to furnish the services bid upon.
5. Pronouns	The masculine pronoun shall include the feminine and neuter and the singular shall include the plural.
6. Person	Any individual, partnership, society, association, joint stock company, corporation, estate receiver, assignee, or capacity, whether appointed by court of otherwise, and any combination or individuals.
7. Proposer	Any person, firm, association, joint venture, or corporation which submits a proposal for supplying the services described in the Request for Proposal.
8. Proposal Documents	The proposal Documents shall mean and include the following: Invitation for Request for Proposals Instructions to Proposers Proposal Forms General Conditions of Contract Exhibits

SECTION III: LICENSES, PERMITS AND TAXES

COMPLIANCE WITH CITY, COUNTY, STATE AND FEDERAL LAWS AND PERMIT REQUIREMENTS

The operator shall comply with all rules, regulations, laws and permitting requirements of the City of Huntsville, Madison County, the State of Alabama, and the U.S. Government now in force or hereafter to be adopted.

LICENSES AND PERMITS AND TAXES

The Lessee shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation of the golf courses. He shall also be solely responsible for payment of any and all taxes levied on his operation.

SALES TAX

The Operator must pay the prevailing Sales and Use Tax.

REAL ESTATE AND PERSONAL PROPERTY TAXES

During the term hereof, the Operator shall pay all taxes of whatever nature lawfully levied upon or assessed against the premises and improvements, property, sales rentals, or operations thereon, including but not limited to, ad valorem taxes.

SECTION IV: FOOD AND BEVERAGE OPERATIONS

GENERAL

The services as outlined by these specifications shall be offered to the public at all times that a reasonable demand for such services exist. Some of these hours will vary according to the season and Daylight Savings Time, but must commence as the demand for such services exist.

SECTION V: MAINTENANCE AND REPAIRS

The Operator will maintain the below ground level water and sewer lines to the point of services as provided by the utility during the term of this agreement.

The Operator shall provide normal and routine daily maintenance of the course and facilities, designed to keep the premises and equipment in a good state of repair, free from hazardous conditions and deterioration, thus providing for the comfort and safety of visitors and patrons. The standard to be used shall be consistent with a first-class Municipal Golf Course operation.

TRASH, RUBBISH AND GARBAGE REMOVAL

The operator shall provide, at his expense, all garbage, trash and rubbish receptacles within the confines of his area, and shall provide a sufficient number of these receptacles for his own use and for the use of the public. Dumping of receptacles and removal of trash, rubbish and garbage shall be the responsibility of the Operator.

FACILITIES AND EQUIPMENT

The Operator must provide, install and maintain at its own cost and expense, all equipment required to operate the golf course. The Operator shall maintain all equipment, furnishings and fixtures during the term of this Agreement at its sole cost & expense. Upon the expiration of the Agreement the Operator shall quietly and peacefully deliver all equipment, furnishings and fixtures to the City. All attached fixtures or attached equipment shall be left on the Premises in the same condition as that required to be maintained by Operator during the term of the Agreement.

The successful bidder will be required to provide, at his own expense, such equipment as may be necessary to provide services consistent with the operation of the golf course. Any additional equipment and facilities deemed necessary by the Operator for the conduct of his operation shall be provided by him at his own expense.

Operator acknowledges it is accepting the premises and personal property in their current "as is" condition. Operator assumes sole responsibility for maintenance and repair of all buildings and other improvements on the premises and the Operator will maintain the premises in good order and in sanitary and safe condition throughout the term of the Agreement at the Operator's expense. Operator agrees it will maintain the premises in conformance with the maintenance standards of a quality public golf course. Both parties agree that the City has no duty to perform any maintenance or make repairs on the premises or on any building or other improvements located on the premises.

The Operator shall seek to maintain in full force and effect all dealer's and manufacturer's warranties of any fixtures or equipment installed upon the premises and shall, upon termination of expiration of this Agreement, assign all such warranties and guarantees to the City.

JANITORIAL SERVICES TO BE RENDERED BY OPERATOR

The Operator shall furnish all janitorial services for maintaining the premises in the proper state of cleanliness. The sanitary criteria shall be determined by federal, state and local laws and validated by the City.

APPEARANCE OF PREMISES

The Operator shall have a neat and orderly operation at all times and shall be solely responsible for the necessary housekeeping services to properly maintain the premises. The City reserves the right to reject any signage deemed inappropriate. There shall be no living quarters, nor shall anyone be permitted to live on the premises. The Operator shall make available all areas of the premises under his control for examination at any time by the City or authorized representative.

SECURITY

The Operator must provide any security measure which may be required to protect the course including equipment, materials, and facilities. Said security measures may not violate other restrictions of this Agreement.

PAYMENT OF UTILITIES

The Operator shall pay for charges of utilities to the designated premises including, but not limited to, charges for water, sewer, electricity, telephone and gas during the term of the Agreement.

SUBCONTRACTORS

Approval of all subcontracted work must be approved in writing by the City prior to beginning work.

SECTION VI: RECOMMENDED GOLF COURSE MAINTENANCE STANDARDS

As a part of its routine maintenance responsibilities, Operator shall maintain the golf course and facilities to the standards set forth in this section. Performance of these responsibilities shall not be considered capital improvements or projects.

GREENS, PRACTICE PUTTING GREENS, AND NURSERIES

Mowing - Daily except during cold periods then five to six times per week.

Change cup locations on all greens and practice putting greens at least five times weekly during the active season and at least three times weekly in the off-season. Cup location will be moved at least twenty feet from previous placement.

Repair ball marks, divots, or any other damaged turf on all greens and practice greens at least three times per week.

Aerate all greens, practice putting greens and nurseries 3 times per year during growing season.

Top dress all greens, practice greens and nurseries after Aeration, and additionally as needed to maintain a smooth putting surface. Top-dressing material will be sand or a mix similar to that used to construct the greens.

Greens are to be verticut regularly during the growing season. Greens are to be fertilized on a regular schedule according to soil/tissue analysis.

Soil samples shall be taken on a biannual basis on all greens, tees and fairways. Greens shall be treated with appropriate turf protectants, i.e., fungicides, insecticides and herbicides.

Weed Control - All greens, practice greens and nurseries shall be maintained free of foreign grasses and weeds.

Insecticide - All greens, practice greens and nurseries shall be treated on a preventative and/or curative basis as necessary.

Syringing - Greens will be monitored daily during periods of heat stress to determine frequency of syringe treatments.

Within one year of the Operator entering into an agreement with the City for the operation of the Becky Peirce Municipal Golf Course, the Operator shall restore the greens in accordance with standards and specifications to be provided at the pre-proposal conference. Restoration of the greens may be included as a capital improvement for purposes of meeting the Operator's capital improvement obligation. The manner and method of the restoration shall be approved in advance by the Director of Parks and Recreation.

TEES - ALL AREAS USED FOR TEES SURFACE

Mowing - All tees shall be mowed at a height of ½" - 3/4" during the growing season.

Set-up - Tee markers and all tee equipment shall be moved daily for proper teeing and wearing of turf. Ball washers shall be serviced daily.

Weed Control - Tees shall be kept weed free to an extent of at least 90% of the area by the proper application of herbicides.

Aeration - All tees shall be aerated three times per year.

Fertilization - All tees shall be fertilized in accordance with IAW accepted golf course maintenance practices.

FAIRWAYS - ALL AREAS OF PLAY EXCEPT GREENS, TEES AND NATURAL GROWTH AREAS

Mowing - All fairways shall be maintained at a height of ½" to 3/4" during the growing season.

Aeration - All fairways shall be aerated a minimum of three times per year.

Fertilization - All fairways shall be fertilized in accordance with accepted golf course maintenance practices.

Weed Control - Fairways shall be kept weed free to an extent of at least 90% of the area by the proper application of herbicides.

PLANTERS - ALL AREAS PLANTED WITH ORNAMENTAL PLANTS, NOT INTENDED FOR GOLF PLAY AND HAVING A DEFINABLE BORDER

Clean-UP - All planters shall be maintained free of trash and debris such as paper, drinking cans, bottles, fallen limbs and leaves.

Weed Control - All planters shall be maintained free of weeds or grass whether by mechanical or chemical means.

Trimming - The plant material (trees, shrubbery and ground covering) in planters shall be trimmed for protection from wind, insect damage, and for appearance.

TREES - ALL TREES WITHIN THE PROPERTY LINES OF THE GOLF COURSE

Stake - All trees shall be staked as necessary for protection and to establish sufficient size to

stand unassisted.

Pruning - All trees shall be pruned for protection from wind and pests as well as for appearance.

Irrigation - All trees shall be watered as necessary to proved adequate moisture for proper growth.

Maintenance - Maintenance of trees, stumps and limbs shall be subject to the approval of the City Arborist.

Mowing - Large area mowers shall not be used within one foot of the trunk.

Removal and Replacement - All damaged or dead trees, from whatever cause, shall be inspected by the City Arborist to determine the best method of repair/replacement. Replacement will be with the same type tree as was damaged and if possible, the same size. All trees felled by storms or other Acts of God shall be removed within ten (10) days. The Director or Parks and Recreation may extend this period upon good cause shown.

IRRIGATION - ALL EQUIPMENT REQUIRED TO IRRIGATE ALL AREAS OF THE GOLF COURSE

Repair or replace all heads, valve controllers, wiring, and pipe as needed to maintain the proper operation of the entire golf course irrigation system (including greens, tees, fairways, planters, flower beds, etc.) on an on-going basis.

The golf course shall be irrigated as necessary to support proper growth of the golf turf.

FENCES - ALL FENCE BLOCK OR CHAIN LINK, ON OR WITHIN THE BOUNDARIES OF THE GOLF COURSE

Repair all broken or damaged fencing (including perimeter fence) on a monthly basis.

Repair or replace all fences, including the perimeter fence, gates and locking devices needed for the protection of the golf course or equipment immediately.

CLUBHOUSE AND BUILDINGS - ALL BUILDINGS WITHIN THE BOUNDARIES OF THE GOLF COURSE

Restrooms - All restrooms shall be maintained daily in a manner so as to provide a clean and sanitary facility for use by the public and employees of the course. Soap, towels, toilet paper, slip proof mats and dispensers shall be provided in adequate quantity at all times.

Lobby and Patios - All lobbies and patios shall be vacuumed, dusted and swept daily.

General Maintenance - Maintain and repair all structural areas and fixtures of all buildings as

needed to insure proper function and appearance including, but not limited to:

Air conditioning units, power tools, appliances, hardware, building structures and fixtures

Painting, carpentry, plumbing and electrical components and systems

Porches, walks, parking areas, delivery areas and entries

Cart paths - Maintain all cart paths in a smooth condition and repair promptly as needed

EDGING

All sidewalks, patios and cart paths must be kept edged. Edging of valve boxes, backflow preventers, etc., shall be done as needed to insure that there is no obstruction of play from growth around these items.

SAND TRAPS

All sand traps shall be edged as necessary, raked daily and filled with fresh sand as needed to maintain a 4" depth on slopes and in the bottom. Replacement sand will be of a dust-free type, silica sand if possible. Replacement of the sand in the traps shall be considered maintenance and not a capital improvement.

CONSTRUCTION AND REMODELING

Any change in the physical characteristics of any area of the golf course such as addition or removal of sand traps, addition or removal of any hazards (water, trees or native vegetation), regrading involving movement of soil exceeding 20 cubic yards in any single area, or the modification of any portion of the golf course or the buildings shall require prior approval of the Director of Parks and Recreation.

CREWS

An adequate and competent full maintenance crew shall be on duty at the course daily under the supervision of an on duty supervisor.

The operator shall provide rodent control.

Trash and debris removal will be at the Operator's expense. The Operator will take special care to insure minimal problems from refuse odors, insects, etc. Trash receptacles shall be conveniently stationed on tees and at clubhouse and emptied daily.

OTHER

The operator shall mow rough and all unimproved areas in a manner to allow the player to locate the ball, such that the speed of play is not adversely affected. Roughs, fence lines and other areas within the boundaries of the golf course (excluding areas previously identified, i.e. tees, greens, fairways) shall be kept weed free up to an extent of at least 75% of the area by the proper applications of herbicides. Test soil for adequate analysis at least once per year.

NOTE: THESE SPECIFICATIONS ARE MEANT TO INDICATE MINIMUM PRACTICES NECESSARY FOR THE PROPER MAINTENANCE OF THE GOLF COURSE, BUT NOTHING IN THESE SPECIFICATIONS SHALL BE INTERPRETED TO LIMIT THE RESPONSIBILITY OF THE MANAGEMENT FIRM.

A scoring model to evaluate maintenance performance will be jointly developed by the City and the successful management firm. This model will be used by the City to evaluate the successful operator in determining if required maintenance performance is acceptable. If performance is not acceptable, the successful operator will be notified to correct the areas of performance within a reasonable time frame.

SECTION VII: GOLF CART RENTALS

SERVICE TIME

The services will be offered to the public at all times where reasonable demand for such services exists.

AREAS OF SERVICE

A list of charges for all rental service offered by the Operator shall be prominently displayed. Personnel must be available to rent carts during the same time period the course is considered to be in operation. The operator shall be responsible to the City for satisfactory and courteous operation of this service.

FACILITIES AND EQUIPMENT

The Operator will be required to provide at his own expense such equipment as may be necessary so that the services provided by Operator are consistent with guidelines established by the City.

CART USAGE REGULATIONS

Carts shall not be permitted to operate on the golf course at such times as the Operator decides that the golf cart traffic might damage the playing surfaces.

Carts shall not be permitted on tees, greens, or other posted areas. It shall be the Operator's

responsibility to post a notice to this effect in all carts. Carts will not be used outside of the golf course premises.

Storage of carts shall be accommodated in the designated inside cart areas.

The carts shall be maintained in top operating condition and appearance at all times.

SECTION VIII: INSURANCE REQUIREMENTS

The Operator shall be responsible for his work and the work of his servants and agents and every part thereof, and for all materials, tools, appliances and property of every description used in connection therewith. He shall assume all risks of damage or injury to property wherever located, resulting from any action or operation under the contract or in connection with the work, and the work of his servants and agents.

The Operator shall, during the continuance of the work under his contract, including extra work in connection therewith:

(A) Maintain Worker's Compensation and Employer's Liability Insurance to meet the statutory requirements of the State of Alabama, to protect Operator from any liability or damage for injury (including death) to any of its employees, including any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

(B) Maintain General Liability Insurance in amounts prescribed by the City to protect the Operator in the interest of the City against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation under the contract or in connection with the work. Products and completed operations shall be specifically included.

(C) Maintain Automobile Liability Insurance including Property Damage covering all used or operated automobiles and equipment used in connection with the work.

(D) Maintain sufficient Fire and Extended Coverage plus Burglary Liability for the restaurant area.

(E) All insurance policies shall be issued by companies authorized to do business under the laws of the State of Alabama and these companies must have a rating of at least A:X or better as rated by the latest edition of Best's Insurance Guide or its equivalent. An endorsement shall be attached to the insurance policies which shall hold harmless the City from any liability or damage whatsoever in accordance with the endorsement provision contained herein below.

(F) Certificate of Insurance as required herein shall be delivered to the City by the Operator with evidence of payment issued by the insurance company(s) indicating payment of annual premium. Failure to comply with these insurance provisions shall be considered to be a breach of contract.

(G) Any additional coverages required as indicated on the Insurance Check List are part of this contract.

(H) Products and Completed Operations Liability shall be provided for as stated in the Insurance Check List.

CROSS LIABILITY

It is understood and agreed that the inclusion of more than one insured under this policy shall not restrict the coverage provided by this policy for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insured hereunder shall be considered members of the public; but the provisions of the Cross Liability Clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair of such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom the claim is made or suit is filed. . . .

CERTIFICATE OF INSURANCE

On an Accord Certificate of Insurance binder, on the Cancellation Clause, the following shall be deleted: The word 'endeavor" as well as" . . . . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company".

OUT-OF-STATE NON-RESIDENT AGENTS

When a certificate is issued by an out-of-state non-resident agent with a "920' license, the name, address, and telephone number of the Alabama Resident Agent must be listed in the space provided on the checklist and on the Certification of Insurance provided.

SMALL DEDUCTIBLE POLICIES

All polices issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

Broad form property damage must be provided in the amount of one million dollars ($1,000,000).

Personal liability must be provided in the amount of one million dollars ($1,000,000).

ENDORSEMENT

The insurance coverage shall extend to and include the following Contractual Indemnity and Save Harmless Agreement:

"The Operator hereby agrees to indemnify and save harmless the City of Huntsville, a municipal corporation, its officers, agents, and employees against and from all claims of bodily injury or damage to the public in and up to the amount of one million dollars ($1,000,000) for each person with an aggregate of one million dollars ($1,000,000) per occurrence, including the costs of investigation and all expenses of litigation, including reasonable attorney's fees, arising out of any and all acts of omission or commission of any by the Operator, his agents, servants, or employees during the performance of the contract.

The foregoing Indemnity Agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the City of Huntsville, its officers, agents and employees, as determined by a court of competent jurisdiction.

It is understood and agreed that Operator is at all times acting as an independent contractor.

Certified Insurance Certificates evidencing such insurance and such endorsements as prescribed herein shall be filed by the Operator with the Procurement Services Officer prior to commencement of this work by Operator.
No change or cancellation in insurance shall be made without thirty (30) days written notice to the Procurement Services.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Operator fail to provide acceptable evidence of the required insurance within five (5) days of the City at any time during the contract term, the City shall have the right to consider the Operator to be in default of the contract and subject to termination.

Compliance by the Operator as to the types and amounts of insurance and the furnishing of copies of the insurance policies shall not relieve the Operator of its liabilities and obligations under this heading or under any other section or provision of the contract.

Completed operation	$1,000,000
Broad form property damage	$1,000,000 total
Contractual liability	$1,000,000 total
General liability	$1,000,000 total
Umbrella excess liability and all primary coverage total	$1,000,000

The Operator shall take note of the Save Harmless Provision contained in this request for proposals and will, if awarded the contract, obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Huntsville under the Save Harmless Agreement from any and all claims arising out of this contractual operation.

Further, the Operator will notify his insurance agent without delay of the existence of the Save Harmless Agreement contained within the contract, and furnish a copy of the Save Harmless Agreement to the Risk Management Division and Procurement Services Officer.

The City shall be named as additional insured onto the liability policies with proof to be provided by the City. This coverage is primary to all other coverages the City has on this contract only. The insurance company(s) hereby agree and will endorse the policies to state the City will not be liable for the payment of any premiums or assessments. The City must receive thirty (30) days prior notice to cancellation of any and all insurance coverages.

SUPERVISION

Contractual and any other liability insurance provided under the contract shall not contain supervision, inspection, engineering services exclusion, which would preclude the City from supervising or inspecting repairs, alterations or improvements to the golf course. The Operator shall assume all on-the-job responsibility as to the control of his own employees, servants and agents.

CONTRACTS

Nothing contained in the specifications shall be construed as creating any contractual relationship between any sub-contractor and the City.

Operator shall be fully responsible to the City for acts and omissions of any sub-contractor and of persons employed by any subcontractor just as the Operator is responsible for acts and omissions of persons directly employed by it.

PROTECTION

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Operator during the term of contract, and the Operator shall be held responsible for any damage to the property occurring by reason of his operation on the property.

INSURANCE EXCEPTION

If none of the proposers meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Risk Manager, will be considered.

STRUCTURES

The Operator must maintain Fire & Extended Coverage for all structures on the courses in an amount equal to the replacement cost of those structures, during the entire term of Agreement.

HOLD HARMLESS

The Operator shall indemnify and save harmless the City against any and all claims, suits, actions, damages or causes of action arising during the term of the Agreement for any personal injury, loss of life, or damage to property sustained in or on the operator's premises by reason of or as a result of Operator's use, activities, and operations thereon; from and against any orders, judgments or decrees which may be entered thereon; and from and against all cost, attorney's fees, expenses and liabilities incurred in the defense of any such claim and the investigation thereof.

CITY OF HUNTSVILLE INSURANCE CHECK LIST

INSURANCE	LIMITS
. Worker's Compensation and Employer's Liability	Statutory Limits of the State of Alabama
. General Liability	Bodily Injury Property Damage
Premises Operations (M & C or OL&T are required) Included; Products and Completed Operations included; Independent Contractors (O.C.P.) Included; elevators Included; Supervision Exclusion Deleted; Personal Injury Liability	$1,000,000 Single Limit Bodily Injury & Property Damage Combined each occurrence
. Broad Form Property Damage Endorsement	
. Contractual Indemnity/ Hold Harmless Endorsement exactly as written in "Insurance Requirements" of specifications	$1,000,000 Single Limit Bodily Injury & Property Damage Combined each occurrence
. Automobile Liability Owned/Non-Owned/Hired Automobiles included	$100/300,000 $50,000 Each occurrence
. Umbrella Liability	$1,000,000 Including Primary Coverages
. Garage Liability	$100/300,000 $50,000 Each Occurrence
. Garage keeper's Legal Liability	$50,000 Each Occurrence

The City must be named as additional insured on the insurance certificate and the following must be stated on the

certificate, "THESE COVERAGES ARE PRIMARY TO ALL OTHER COVERAGES THE CITY POSSESSES FOR THIS CONTRACT ONLY".

. Teacher's Professional Liability $100/300,000 Each Occurrence $50,000

. Dram Shop Exclusion deleted and liquor liability will be provided.

. Cross liability or severability of interests clause endorsement.

. XCU property damage exclusion deleted and this coverage will be provided.

. Fire legal liability.

. Other insurance as indicated below:

Builder's Risk Complete Value Policy

. Thirty (30) days cancellation notice required.

. Best's Guide Rating A:X or better or its equivalent

. The certificate must state the bid number and title.

. "When using the "ACCORD" form of insurance certificate, please note that under the cancellation clause, the following must be deleted. "ENDEAVOR TO" and "BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY".

BIDDER AND INSURANCE AGENT STATEMENT

We understand the Insurance Requirements of these specifications and that evidence of insurability may be required within five (5) days after bid opening.

Bidder	Insurance Agency
Signature of Bidder	Signature of Bidder's Agent
	Agent's Errors & Omission Policy:
Signature of Alabama Resident Agent	Policy Company Expiration Amount of Coverage Number Date Coverage
Name & Location of Agency	

SECTION IX: REPORTS, RECORDS, AUDITS AND REVIEWS

REPORTS

A quarterly report of activities shall be submitted to the Director of Parks and Recreation within ten working days following the end of the quarter. This report can be in the form developed by the Operator and approved by the Director of Parks and Recreation. This report shall accompany the monthly statement of gross revenues and will be subject to audit by the City Finance Department. The report should include the number & type of rounds, number & type of golf car rentals, special programs (i.e. tournaments, hook-a-kid on golf, charity events), and any golf related activity which the city & operator deem applicable. A monthly meeting with above mentioned and contractor will be set and open to the public.

An annual report of the golf course activities, revenues, improvements and conditions will be prepared by the Operator for review by the City Council and Administration.

RECORDS, ACCOUNTS, AND AUDITS

The Operator shall keep on the Premises, or such other place within Madison County, Alabama, approved by the City, true, accurate and complete records and accounts of all sales, rentals and business being transacted upon or from the Premises and shall give the City access during reasonable business hours and upon three (3) business days' notice to examine and audit such records and accounts. Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of Operator's gross receipts pursuant to generally accepted auditing standards.

Within fifteen (15) days after each month of the term hereof, the Operator shall deliver to the City Auditor a written monthly statement of the gross receipts for such month certified by the Operator to be true, accurate and complete.

Within ninety (90) days after each fiscal year, the Operator shall deliver to the City Auditor a written annual statement of the gross receipts for such fiscal year. Said statement shall be certified as true, accurate and complete by the Operator, by and through a duly authorized independent Certified Public Accountant. The City's Auditor or his designee shall have the right, during regular business hours and upon three (3) business days' notice and upon the City's written request to the Operator, to audit, inspect, examine and copy the Operator's fiscal and financial records, books, ledgers, statements, reports, tax returns and documents relating to this agreement and the Operator's revenues thereunder throughout the term of this agreement and for three (3) years followings its expiration or cancellation. The Operator agrees to have such audit(s) conducted at such locations within Madison County, Alabama as are mutually convenient to the parties.

SECTION X: TERMS OF AGREEMENT, DEFAULT, ARBITRATION & ASSIGNMENT

BEGINNING OF OPERATIONS

The successful proposer must assume all operations no later than March 1, 2013.

TERM OF AGREEMENT AND HOURS OF OPERATION

The term of the Agreement between the City and the successful proposer shall be for three (3) five-year periods. The extension of the initial period from five (5) to ten (10) years will be predicated upon full compliance with the management agreement. The five (5) year option will be based upon full compliance with the Management Agreement. During the term of the Agreement, the facilities shall be open and properly staffed, with appropriate hours to serve golf patrons and the general public. Closing one day per week for maintenance & special holidays will be acceptable with written notice.

DEFAULT AND TERMINATION

If the Operator abandons or vacates the premises prior to the expiration of the term hereof, or

If the Operator fails to make the rental payments as set forth herein and said payment is not made within 15 days after written notice is given to the Operator, or

If the Operator fails to perform in accordance with any of the other terms and conditions herein contained, and such default is not cured within thirty (30) days after written notice is given to the Operator, then the City, at the City's option and without further notice or demand to the Operator, may enter into possession of the premises and all improvements thereon and remove all persons therefrom and may either take possession of all furniture, equipment and other personal property of the Operator found on the premises or remove such property or any part of it and store it at the Operators expense. The City may then terminate the Agreement and may begin procedures to collect the required Performance Bond.

This agreement may be terminated by the City without cause prior to the completion of the term of the Agreement upon sixty (60) days written notice of the intent to terminate to the Operator. In the event of such termination without cause, the Operator shall be compensated for all services actually performed in a timely manner prior to receipt of the notice of termination. In such event, Contractor shall promptly submit the City its invoice for final payment.

ARBITRATION

Any dispute concerning the condition of the golf course which the parties have not been able to resolve may be resolved, at the City's election, by referral of such dispute to an arbitration panel.

The Arbitration Panel shall be an ad hoc body and shall be composed of three persons, none of whom will be employees or officers of the City or the Operator or elected officials of the City. The City and Operator shall each designate one person to sit on the arbitration panel and these two r third member of the arbitration panel, and if the representatives are unable to agree on the third member, the selection will be made by USGA Greens Section. All three members of the arbitration panel are to be selected from among qualified golf course maintenance experts in Alabama. The arbitration panel will serve without salary, but the City and Operator agree to share equal responsibility for the payment of any per diem expenses incurred by the three members. The arbitration panel will resolve any disputes between the City and the Operator regarding course conditions by majority vote.

If such dispute is not resolved within thirty (30) days, the City may exercise any and all legal rights available to it including, but not limited to, election to terminate the Agreement by default.

ASSIGNMENT OF MANAGEMENT AGREEMENT

The Operator shall not, at any time during the tenure of the Agreement, sublet any part of the premises or assign any portion or all of the agreement with the City, except by virtue of written permission granted by the City.

ACTS OF GOD

The Operator shall be responsible for maintenance and repair of all acts of God including erosion or damage by winds, rain, flood or earthquake.

LATE FEE

The Agreement shall provide for a monthly due date for the rental amount due under the agreement as well as a five percent (5%) late fee if the Operator fails to remit the rental amount to the City on or before the due date.

SECTION XI: CAPITAL IMPROVEMENTS

A capital improvement is the addition of a permanent structural improvement or the restoration of some aspect of the property that will either enhance the property's overall value or increase its useful life.

OWNERSHIP OF CAPITAL IMPROVEMENTS

All capital improvements, alterations or additions shall be made at the Operator's sole expense and shall become the property of the City upon termination of the Agreement. The Operator will provide the City with as-built plans for any structural capital improvements or for any underground irrigation system that may be installed.

The Operator shall not have the right to create or permit the creation of any lien attaching to interest in the premises as a result of any construction or capital improvements, alterations or additions.

COURSE CLOSURE

In implementing the capital improvements program, the Operator will make every effort to avoid closing portions of the golf course and the Operator agrees it will keep at least 9 holes open for play at all times. Closure of the course for the purpose of performing capital improvements or for any other purpose will require the City's advance written approval, except in those instances when unanticipated emergency improvements must be made immediately in order to protect life or property or if such closure should result from acts of force majeure.

ALTERATIONS OF PREMISES

No alterations or additions shall be made to the premises, or any part thereof, without first having obtained the written consent of the City of its authorized representative. Authorized alterations or additions shall be made at the Operator's expense and shall become the property of the City of Huntsville at the termination of the Management Agreement.

PAYMENT AND PERFORMANCE BOND

The Operator shall, prior to commencement of construction on the premises by the Operator, furnish the City a Performance and Payment Bond from a surety, duly authorized to do business in Alabama, naming the City and the Operator as the principals and owners, covering 100% of the cost of constructing the improvements, including labor and material.

CAPITAL IMPROVEMENTS

During the term of this Agreement, the Operator will finance and construct capital improvements as provided for. In planning and making capital improvements, the operator will seek to attain standards comparable to those achieved at other public municipal golf courses and the City may, at its discretion, specify specific courses to be used as comparable standards for the Operator.

CITY PLANNED CAPITAL IMPROVEMENT

Each proposer shall be required to submit along with the proposal a five year Capital and Operating Plan.

ANNUAL CAPITAL IMPLEMENTATION PROGRAM

The Proposal should include an annual capital budget amount. The City anticipates that the successful proposal will contain a minimum capital improvement budget of One Hundred Thousand Dollars ($100,000.00). The Director of Parks and Recreation shall have prior approval of all capital projects. Subject to the discretion of the Director, large capital improvement projects may be used to satisfy multi-year capital budgets.

No later than forty-five (45) days prior to the expiration of each Agreement Year, the Operator will submit to the City an annual program, with estimated worth stated, identifying that portion or portions of the three- to five-year capital improvements plan which the Operator proposes to implement during the next succeeding Agreement Year. The City shall have thirty (30) days in which to reject the Operator's proposed annual implementation program. If the City does not reject the Operator's proposed annual implementation program within thirty (30) days, the Operator's annual implementation program shall be deemed approved. Approval by the City shall not be unreasonably withheld.

EQUIPMENT TO BE PROVIDED BY THE OPERATOR

The Operator will be required to repair and maintain, at his own cost and expense, all equipment and furnishings according to reasonable standards acceptable to the City of Huntsville. Further, the Operator will furnish, at his own cost and expense, all expendable equipment necessary to the successful operation of the course and shall replace at his own expense any equipment provided under the Management Agreement, which has been destroyed or damaged, with equipment of like quality. List of fixtures will be supplied to selected operator. Upon expiration of the Management Agreement, the Operator shall quietly and peacefully redeliver said furniture, fixtures and equipment to the City. **We need to discuss the fixtures and other equipment that are at the golf course.**

SECTION XII: CITY POLICIES IN FORCE

FEES AND CHARGES

All prices charged including, but not limited to, green fees, driving range fees, merchandise, cart rentals and food and beverage sales will be posted on the premises at those locations where such fees are normally paid.

All fees and charges (except passes) shall be comparable with those charged by comparable public golf courses in North Alabama.

A proposed fee structure should be enclosed in the Operations Plan which indicates anticipated yearly rates for the contract period.

Senior, adult and youth passes will be maintained at the initial rates offered throughout the first year and shall remain comparable with the average rates of public golf courses in North Alabama thereafter.

PROFESSIONAL SHOP OPERATIONS

The Operator shall display and maintain a professional shop inventory comparable to other 18 hole golf courses of golfing equipment and apparel which shall be offered for sale to the public and, in particular, to patrons of the golf courses at prices reasonable and comparable to prices being paid for equipment, supplies and apparel in other golf courses in this locality.

The Operator agrees to refrain from the sale or rental of any item identified as prohibited by the City and to sell or rent only those categories of merchandise and equipment recommended by the City. The Operator agrees to maintain an adequate supply of any merchandise which is deemed necessary to accommodate golf patrons. The Operator will ensure that all merchandise and services offered to the public are of acceptable quality and are safe and clean.

INSPECTIONS/REVIEW PROCEDURES

For the purpose of inspection, the City reserves the right to enter upon any part of the premises at any time during the period that part of the golf course is open.

Scheduled inspections will be conducted by authorized City personnel.

OTHER CITY POLICIES

- The City permits beer to be sold at the Huntsville Municipal Golf Course but does not permit liquor to be sold.

- The City permits players to have beer purchased at the Golf Course with them for consumption during play.

- The City permits players electing to do so to use push carts or carry their clubs while playing the course. Golf carts are not mandated at any time.

- The City has annual passes for regular players, seniors and juniors. Fees are: Regular Pass - $450/yr. unlimited play; Sr. Pass (age 55 & older) - $250/yr. M-F, no holiday or weekend; Jr. Pass (8-17)- $35/yr. June -August.

- Two annual youth runs and Tuesday evening seasonal runs (June-Sept) are held on the Running Park adjacent to the golf course.

- A nominal trail fee may be imposed for private golf carts to be recommended by proposer as part of the submission.

City Employees (Current and Retired) will receive a 25% discount on daily/weekend green fees. This does not include rental of a golf cart, range balls, nor concessions.
The City of Huntsville Employees have held their annual golf event at this course the past few years. Once a year they will be charged $30 for this tournament. This includes green fees, cart rental, and one bucket of range balls per player. If the management chooses to partner in another tournament with the same group, the price shall be negotiable.

EVALUATION CRITERIA

All proposals will be reviewed for responsiveness and then evaluated using the criteria set forth in Exhibit C.

SECTION XIII: PROPOSER'S OPERATIONAL CONCEPTS AND PLANS

The proposer must state fully its proposed operational concepts, financial commitments and plans in regard to the following:

- Overall statement of operational plans for the Becky Peirce Municipal Golf Course.
- Detailed concept plans for:
- Course Maintenance and Improvement
- Capital Improvement Program
- Golf Cart Rental Program
- Food and Beverage Service
- Pro Shop Operation
- Golf Professional and Instructions
- Junior Golf Program
- Tournaments and Special Events
- Driving Range
- Any other new programs

The proposer hereby acknowledges that these attachments and statements are an integral part of the Proposal Form and as such are truthful and complete. Furthermore, proposer affirms its liability to the City of Huntsville in carrying out its proposed operational concepts, financial commitments and plans, should it be the successful proposer.

WITNESS:

_____

_____

PROPOSER: (If Sole Proprietor or Partnership)

NAME: _____

BY: _____
(SEAL)

_____
(TITLE)

PROPOSER: (If Corporation)

NAME: _____

BY: _____
President

ATTEST: _____
Secretary

(CORPORATE SEAL)

SECTION XIV: PERSONNEL

NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, religion, creed or national origin in the operations referred to by this Agreement; and further, there shall be no discrimination regarding any use, service, maintenance or operation of the premises. All facilities located on the premises shall be available to the public, subject to the right of the Operator to establish and enforce rules and regulations to provide for the safety, orderly operation, and security of the facilities.

OPERATOR'S EMPLOYEES

If the City has reasonable evidence to believe that any employee of the Operator is incompetent, disorderly or otherwise has performed his or her employment duties in an objectionable manner, the City shall have the right to require the Operator to pursue to completion appropriate disciplinary procedures; provided, however, that the Operator shall not be required to institute or pursue to completion such action if to do so would violate any State law, City Ordinance, or federal law. Operator and all persons employed by him shall never have been convicted of any offense involving moral turpitude or felony.

MANAGERIAL SERVICES

The Operator shall have an experienced manager or managers available at all times.

SECTION XV: PROPOSAL FORMS AND INSTRUCTIONS

PROPOSAL FORM

Each proposer must submit the Proposal Form included in this Request for Proposal. Each proposal must submit a projected Golf Course budget. (Exhibit B)

PRICE PROPOSAL

Prices shall be stated in both words and figures in the appropriate places in the Proposal Form. In the event that there is a discrepancy between the price written in words and the price written in figures, the written shall govern.

SIGNATURE OF PROPOSER

The proposer must sign the proposal in the spaces provided for signatures.

If the proposer is an individual, the words "Sole Owner" shall appear after his signature.

If the proposer is a partnership, the word "Partner" shall appear after the signature of one of the partners.

If the proposer is a corporation, the signature required is the officer, officers, or individual duly authorized by its by-laws or the Board of Directors to bind the corporation, with official corporate seal affixed thereto.

CLOSING OF FACILITIES

If closure of the facilities is due to fire damage, flood, civil disorder, acts of God, etc., to some, but not all, of the facilities, the City will allow a pro rata adjustment of monthly payments up to the time the damage is repaired.

Payment shall be continuous and uninterrupted and any adjustment shall be made by a credit applied to the monthly payment.

PROPOSAL FORM

The following forms must be completed, in full, prior to the City considering the proposal of any interested parties.

TO: THE CITY OF HUNTSVILLE
Proposer hereby offers to enter into an agreement with the City of Huntsville, Alabama, for the management, operation, and maintenance of Municipal Golf Course in the City of Huntsville, per the specifications of this bid proposal, for a five (5) year period with two (2) optional five (5) year terms as detailed in the specifications.

The proposer shall pay to the City of Huntsville as annual rent as follows:

. I agree to pay the City of Huntsville

	Monthly	Yearly
Minimum 1st Five Years		
Year 1	$_____	$_____
Year 2	$_____	$_____
Year 3	$_____	$_____
Year 4	$_____	$_____
Year 5	$_____	$_____
Total 1st Five Years	$_____	$_____
Minimum 2nd Five Years		
Year 6	$_____	$_____
Year 7	$_____	$_____
Year 8	$_____	$_____
Year 9	$_____	$_____
Year 10	$_____	$_____
Total 2nd Five Years	$_____	$_____
Minimum 3rd Five Years		
Year 11	$_____	$_____
Year 12	$_____	$_____
Year 13	$_____	$_____
Year 14	$_____	$_____
Year 15	$_____	$_____
Total 3rd Five Years	$_____	$_____
Grand Total for 15 year period	$_____	$_____

Said rent shall be paid to the City by the 15th of each month for the preceding month to be delivered to the Director of Recreation Services.

It is also understood that the required Alabama State Sales and Use Tax on rental payments shall be added to the Operator's rental payment and forwarded to the City as part of said payments. It is the intent of the City that it is to receive the rental amount as net, free and clear of all costs and charges arising from or relating to said demised premises, and that one-twelfth (1/12) of the minimum annual guarantee of rent will be paid monthly.

Validation of proposals will be based on the City's revenue forecasts.

The undersigned agrees that the dollar amount of Capital Improvements shall not be less than:

First Five (5) Year Term $_____

Second Five (5) Year Term $_____

Third Five (5) Year Term $_____

. RFP bond in the amount of Five Thousand Dollars ($5,000.00) is attached.

. Performance guarantee as per specification will be furnished.

. Insurance Checklist form attached.

. SUBMITTED BY:

BIDDER: _____

SIGNED: _____

NAME (PRINT): _____

ADDRESS: _____

CITY/STATE: _____ ZIP _____

ATTEST: _____

It is understood by the proposer that the City reserves the right to reject any or all proposals, to waive formalities, technicalities and irregularities and to readvertise.

Date: _____

Proposer: _____

EXHIBIT A: INFORMATION CONCERNING PROPOSER

Date Submitted: _____, 2012.

THE FOLLOWING INFORMATION IS TO BE FURNISHED BY PROPOSER and must be sworn to, before a notary public, by an officer (authorized representative) of Proposer who has the responsibility and authority to bind the company statements made. Attach additional sheets as may be necessary to completely answer each question.

1. **FIRM BACKGROUND AND OWNERSHIP**

) Name of firm (exactly as it is to appear on the Agreement):

_____

) Principal Office Address: _____

_____

) Telephone Number: _____

) Contact Person: _____

) Form of Business Entity (check one and complete one of the next three statements):

☐ Corporation

☐ Partnership

☐ Joint Venture

☐ Individual (no additional page required)

CORPORATION STATEMENT

If a corporation, answer the following:

) When incorporated?

) Where incorporated?

) Is the corporation authorized to do business in Alabama?

) Yes ☐ No ☐ If so, as of what date? _____

) If Alabama is not state of incorporation:

. Address of the registered office in Alabama:

_____

_____

ii. Name of registered agent in Alabama at such office:

_____

iii. Attach Certificate of Authority to transact business in Alabama.

. The corporation is held: Publicly ☐ Privately ☐

. Furnish the name, title and address of each officer, director and principal shareholders owning 10% or more of the corporation's issued stock.

	DIRECTOR' NAME	ADDRESS	PRINCIPAL BUSINESS AFFILIATION OTHER THAN DIRECTORSHIP
1.			
2.			
3.			
4.			
5.			
6.			
7.			

	OFFICER'S NAME	POSITION
1.		
2.		
3.		
4.		
5.		

PARTNERSHIP STATEMENT

If a PARTNERSHIP, answer the following

. Date of Organization: _____

. General partnership ☐ Limited partnership ☐

. Partnership Agreement recorded? Yes ☐ No ☐

_____	_____	_____	_____
Date	Book	Page	County

. Has partnership done business in Alabama?

Yes ☐ No ☐

. Name, address, and partnership share of each general partner:

	Name	Address	Share
1.	_____	_____	_____%
2	_____	_____	_____%
3.	_____	_____	_____%
4.	_____	_____	_____%

JOINT VENTURE STATEMENT

If a Joint Venture, answer the following:

a. Date of Organization? _____

. Joint Venture Agreement recorded? Yes ☐ No ☐

. Have the Joint Venture's done business in Alabama?

Yes ☐ No ☐

. Name and address of each Joint Venture:

	Name	Address
1.	_____	_____
2	_____	_____
3	_____	_____
4.	_____	_____

. Percent of Ownership of each Joint Venture:

	Name	Ownership Percentage
1.	_____	_____%
2	_____	_____%
3	_____	_____%
4.	_____	_____%

2. EXPERIENCE

A. Furnish a resume detailing Proposer's background and qualifications.

B. Have any agreements held by Proposer, or any officer, director, partner, or joint venturer of Proposer, for the operation of a golf course or related services been canceled?

Yes ☐ No ☐ If yes, attach details

C. Has Proposer, or any officer, director, partner, or joint venturer of Proposer, ever been sued by anyone for issues pertaining to fee payments, rental payments and/or performance?

Yes ☐ No ☐ If yes, attach details

D. Bankruptcy Information - Have you ever declared bankruptcy?

Yes ☐ No ☐

If yes, attach details which include date, court jurisdiction, amount of liabilities and amount of assets.

E. Has Proposer, or any officer, director, partner, or joint venturer of Proposer, ever been convicted of any criminal offense other than traffic violations not involving the use, consumption, or presence of alcohol or drugs?

Yes ☐ No ☐ If yes, explain in full detail

F. List each and every golf course you currently operate:

Name	Address	Contact/Owner	Telephone	Public/Private

Note: Attach additional sheets if necessary

G. List each and every golf course you have previously operated over the past ten years but are not currently operating.

Name	Address	Contact/Owner	Telephone	Public/Private

Note: Attach additional sheets if necessary

H. List the top five courses you currently operate as it relates to quality.

Rank	Name	# Rounds/Yr.	Net Income Rate: A,B,C or D*	Quality of Course**	Gross Revenue
1					
2					
3					
4					
5					

* Net Income is defined as Operating Revenue less Operating Expenses and Depreciation. Rate each course as follows: A) Net Income $75,000+ B) Net Income $25,000 - $75,000 C) Net Income $1 - $25,000
D) Net Income Less Than Break-even.

** Please include any published independent ratings on the course.

3. REFERENCES

Attach three (3) credit references

4. FINANCIAL REPORTS

A. Furnish the past two (2) fiscal year's financial statements for your company prepared in accordance with generally accepted accounting principles with an independent CPA's statement attached and certified by a daily authorized corporate officer. At a minimum, the Proposer shall submit the following:

1. Balance Sheet
2. Statement of Changes in Financial Position
3. Income Statement
4. All Footnotes Relative to the Above Statements

B. If Proposer is a newly formed entity, please indicate the amount and source of capitalization of company.

5. OTHER INFORMATION

Attach any other information you feel to be pertinent to your proposal.

6. SIGNATURE

A. If Proposer is an INDIVIDUAL, sign here.

_____
Name

_____
Type or Print Name

_____
Doing Business As

B. If Proposer is a PARTNERSHIP OR JOINT VENTURE, at least two (2) Partners or each of the Joint Ventures must sign here:

_____
Partnership or Joint Venture Name

By:_____ By: _____
Member of Partnership or Joint Venture — Member of Partnership or Joint Venture

C. If Proposer is a CORPORATION, the duly authorized officers must sign here:

_____
Corporation Name

BY: _____

Title: _____

BY: _____

Title: _____

Subscribed and sworn before me this the _____ day of _____, 20__.

_____
Notary Public

My commission expires: _____

EXHIBIT B: GOLF COURSE BUDGET

(1 OF 3)

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
REVENUE					
Green Fees *					
Carts					
Food/Beverage Concession					
Pro Shop					
Miscellaneous					
TOTAL REVENUE					
EXPENSES					
Advertising/Marketing					
Insurance					
Course Maintenance					
Salaries					
Fringe Benefits					
Utilities					
Food/Beverage					
Pro Shop					
Buildings/Maintenance					
Lease Payment					
Miscellaneous					
TOTAL EXPENSES					
OPERATING PROFIT					
DEPRECIATION					
Improvements					
Equipment					
NET INCOME					

* A detailed schedule in accordance with Exhibit D is required.

GOLF COURSE BUDGET
(2 OF 3)

	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
REVENUE					
Green Fees					
Carts					
Food/Beverage Concession					
Pro Shop					
Miscellaneous					
TOTAL REVENUE					
EXPENSES					
Advertising/Marketing					
Insurance					
Course Maintenance					
Salaries					
Fringe Benefits					
Utilities					
Food/Beverage					
Pro Shop					
Buildings/Maintenance					
Lease Payment					
Miscellaneous					
TOTAL EXPENSES					
OPERATING PROFIT					
DEPRECIATION					
Improvements					
Equipment					
NET INCOME					

GOLF COURSE BUDGET
(3 OF 3)

	YEAR 11	YEAR 12	YEAR 13	YEAR 14	YEAR 15
REVENUE					
Green Fees					
Carts					
Food/Beverage Concession					
Pro Shop					
Miscellaneous					
TOTAL REVENUE					
EXPENSES					
Advertising/Marketing					
Insurance					
Course Maintenance					
Salaries					
Fringe Benefits					
Utilities					
Food/Beverage					
Pro Shop					
Buildings/Maintenance					
Lease Payment					
Miscellaneous					
TOTAL EXPENSES					
OPERATING PROFIT					
DEPRECIATION					
Improvements					
Equipment					
NET INCOME					

EXHIBIT C: EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name

Name of Proposal Evaluation Committee Member

Date of Review

RFP Number

EVALUATION CRITERIA AND SCORING

The total number of points used to score this contract is 100

1.01 Understanding of the Golf Course Management Contract - 15%
Maximum point value for this section - 15 points
100 points x 15% = 15 points

Proposals will be evaluated against the questions set out below.

(a) Has the proposer demonstrated a thorough understanding of the purpose and scope of the golf course management contract?

EVALUATOR'S NOTES:

(b) How well has the proposer identified pertinent issues and potential problems related to the golf course management contract?

EVALUATOR'S NOTES:

(c) Has the proposer demonstrated that it understands the minimum acceptable standards the City of Huntsville expects it to provide?

EVALUATOR'S NOTES:

EVALUATOR'S POINT TOTAL FOR 1.01 _____

1.02 Management Plan for the Project - 20%
Maximum point value for this section - 20 Points
100 points x 20% = 20 points

Proposals will be evaluated against the questions set out below:

(a) Does the management plan support all of the proposal requirements and logically lead to the deliverables required in the RFP?

EVALUATOR'S NOTES:

(b) Is accountability completely and clearly defined?

EVALUATOR'S NOTES:

(c) Is the organization of the project team clear?

EVALUATOR'S NOTES:

(d) Does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES:

(e) To what extent does the proposer already have the hardware, equipment, and licenses necessary to perform the contract?

EVALUATOR'S NOTES:

(f) Does it appear that proposer can meet the schedule set out in the proposal?

EVALUATOR'S NOTES:

(g) Has the contractor offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?

EVALUATOR'S NOTES:

(h) Is the proposal practical and feasible?

EVALUATOR'S NOTES:

(i) Have any potential problems been identified?

EVALUATOR'S NOTES:

(j) Is the proposal submitted responsive to all material requirements in the RFP?

EVALUATOR'S NOTES:

EVALUATOR'S POINT TOTAL FOR 1.02 _____

1.03 Experience and Qualifications - 20%
Maximum Point Value for this section - 20 points
100 points x 20% = 20 points

Proposals will be evaluated against the questions set out below

Questions regarding the personnel.

(a) Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES:

(b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES:

(c) How extensive is the applicable education and experience of the personnel designated to work on the golf course management contract?

EVALUATOR'S NOTES:

(d) How knowledgeable are the proposer's personnel of the local area and how many individuals have worked in the area previously?

EVALUATOR'S NOTES:

Questions regarding the firm

(e) Has the firm demonstrated experience in completing similar projects?

EVALUATOR'S NOTES:

(f) How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES:

(g) Has the firm provided letters of reference from previous clients?

EVALUATOR'S NOTES:

EVALUATOR'S POINT TOTAL FOR 1.03 _____

1.04 FEE STRUCTURE

How will the proposer control fee increases?

1.05 CONTRACT REVENUE - 10%
Maximum Point Value for this Section - 10 points
100 points x 10% = 10 points

Overall, a minimum of 10% of the total evaluation points will be assigned to cost.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2

EVALUATOR'S POINT TOTAL FOR 1.04 _____

1.06 INTERVIEW

EVALUATOR'S POINT TOTAL FOR 1.05 _____
(0 or 15)

EVALUATORS COMBINED POINT TOTAL FOR ALL SECTIONS _____

Robertson Golf Management, Inc.

Proposal

for

Management

of

BECKY PEIRCE
MUNICIPAL GOLF COURSE

RFP# 9-2013-8300
November 15, 2012

Robertson Golf Management, Inc.

Foreword

Robertson Golf Management, Inc.(RGM) is pleased to present this proposal for the management and operation of the Becky Peirce Municipal Golf Course located at 2151 Airport Road, Huntsville, Alabama.

With our 15 years of experience, we will continue to provide a well-conditioned golf facility, accessible to all golfers, at a reasonable price and great perceived value.

RGM has reviewed the RFP and proposal documents, accepts the general requirements noted and agrees to perform the services noted in our proposal. Our proposal is valid for a period of sixty (60) days from the date of submission and proposal closing.

Our submission includes:

- One (1) original and (4) copies of our proposal with 'Operational Concepts and Plans'
- Completed and signed 'Proposal Form'
- Completed and signed 'Insurance Checklist'
- Proposed 'Rate Schedule'
- Signed Addendum #1 & 2
- $5000 Certified Check

The proposer hereby acknowledges that the attachments and statements are an integral part of the 'Proposal Form' and such are truthful and complete. Furthermore, the proposer affirms its' liability to the City of Huntsville in carrying out its' proposed operational plans and financial commitments should it be the successful proposer.

PROPOSER:

Robertson Golf Management, Inc.

WITNESS:

David L. Robertson
President

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Robertson Golf Management, Inc.

EXECUTIVE SUMMARY AND INTRODUCTION

Robertson Golf Management, Inc. (RGM), a local Huntsville based corporation, is pleased to present this proposal for the management and operation of the Becky Peirce Municipal Golf Course (BPGC) located at 2151 Airport Road, Huntsville, Alabama.

In 1998, RGM 'teamed' with the City of Huntsville to operate and maintain this facility. We set out to improve this facility and make it one of the finest municipal golf courses in the North Alabama area. While it has taken a lot of work by our team and a great partnership with the City, we have accomplished our goal. In fact, we regularly receive many compliments on the course, including "the best shape that the course has ever been in".

Over the past fifteen years, we have made many improvements to BPGC. In fact, we have completed over $1.1M worth of improvements. We have also paid the City over $500,000 rent and over $500,000 in sales & business taxes and licenses.

Based on our past fifteen year partnership, RGM is ready to continue the maintenance and operation of this facility for the next fifteen years.

We are committed to provide a well-conditioned golf facility, accessible to all golfers, at a reasonable price and great perceived value.

1.0 OPERATIONAL PLANS

This section details our specific operational plans for the Becky Peirce Municipal Golf Course. Section 1.1 details our goals and strategies; Section 1.2 describes our management 'team'; Section 1.3 describes our pro shop operations; Section 1.4 details our course maintenance standards; Section 1.5 golf cart plan; Section 1.6 food & beverage plan; Section 1.7 special program plans; Section 1.8 driving range plans and Section 1.9 community activity plan.

1.1 Goals and Strategies

Robertson Golf Management, Inc. (RGM) has developed specific strategies and goals for the management and operation of the golf course. These strategies and goals were established to support our 'vision' of providing 'one of the best municipal golf courses in North Alabama at competitive, reasonable rates'. We have used these strategies and goals to focus our plans for the course for this proposal.

Goals for Becky Peirce Municipal Golf Course

1. ***Improve customer service***
2. ***Keep rates and fees reasonable***
3. ***Improve access to the course***
4. ***Improve the golf course***

In support of these goals, RGM has developed the following specific strategies to define "how" we will manage, operate and maintain this facility during our next contract term.

1. Improve customer Service

- Hire a PGA Head Professional
- Purchase uniforms for our employees
- Develop and implement an employee 'service' training program
- Develop a mobile phone app
- Develop and implement a customer survey
- Use a newsletter and Facebook updates to better communicate with our patrons

2. ***Keep rates and fees reasonable***

- Keep our current contract rates in effect for the first five (5) years
- Adjust maximum rates for years 6-15 by the rate of inflation
- Rollback the cost of the 4-day senior pass $150; from $600 to $450
- Continue our annual competitive golf course assessment program
- Continue to offer 'specials' and discounts for off-peak times
- Continue to offer a 'Discount Card' for frequent players

3. ***Improve access to the course***

- Rollback the cost of the 4-day senior pass $150
- Develop a new summer program for youth & high school golfers

4. ***Improve the course***

- Continuously improve the course via annual Capital Improvement program
- Complete renovation of all greens by the end of the contract
- Complete the upgrade of the irrigation system

1.2 Management Plan

Robertson Golf Management, Inc. (RGM) is a locally owned and Huntsville based corporation specializing in the management and operation of ***public municipal golf course facilities***. RGM has been for the last fifteen (15) years the manager and operator of the Becky Peirce Golf Course (BPGC) for the City of Huntsville. Our 'Management Team' that will implement this new Agreement is the same team that has been in place for the past 15 years; David Robertson, Steven Robertson and Ken Healy, Jr. This team has over 60 years of experience in the golfing business (reference Appendix E Info on Proposer & Appendix F Resumes).

One of the keys to our success of the past 15 years is that our management team is a 'hands-on' working team. ***Every one of our team 'works' daily at the course!***

We will continue to be a 'working' team and our management team roles will remain the same as under the current contract:

David Robertson – General Manager of Maintenance Operations

Steven Robertson – General Manager of Pro Shop Operations

Ken Healy, Jr. – GCSAA Superintendent, BPGC Course Superintendent

As the general manager of maintenance, David is responsible for assuring that the course and equipment are being maintained in accordance with our maintenance standards. He is also responsible for the planning and implementation of all capital improvement projects.

As the general manager of pro shop, Steven is responsible for assuring that our operations are consistent and in accordance with our standards. He is also responsible for the management and training of the pro shop personnel, starters and golf cart personnel. He is responsible for the cash & credit card management activities as well as daily reports.

As the course superintendent, Ken is responsible of the golf course turf and its' irrigation system. Ken is also responsible for the application of all fungicides, insecticides and herbicides in accordance with local, state and national requirements.

1.3 Pro Shop Operational Plan

The following section presents our plan for the operation of the pro shop at the Becky Peirce Municipal Golf Course. RGM will responsible for the operation of the clubhouse pro shop including, but not limited to, staffing of qualified and trained personnel, management of cash and credit cards, cash management policies and daily reports & regular maintenance activities. RGM will have an experienced general manager or manager available at all times that the course is open for play.

An inventory of pro shop merchandise (gloves, tees and golf balls, etc.) for sale to the public and to the patrons of the course will be maintained and sold at prices reasonable and comparable to prices being paid at other golf course in this locality. Rental clubs will be available for renting and use at a reasonable fee.

We will maintain clean restrooms including adequate supply of towels, toilet paper, urinal mats, etc. We will vacuum, dust and sweep the clubhouse, lobby and patio.

The goal for the past fifteen (15) years has been to 'provide consistent, quality services' and 'significant value' to all our customers. While we have done a good job in meeting our goal, there are always areas for improvement. We plan to make the following changes to improve our customer services:

a. Hire a PGA Head Professional, working under the direction of the General Manager, to improve customer relations and staff training.
b. Purchase uniforms for all Pro Shop personnel to maintain an attractive, coordinated personal appearance.
c. Develop and implement an employee training program to develop better customer service practices.
d. Develop a mobile based app to be used by our customers on their smart phones and iPads.
e. Develop a quarterly customer survey process to help us understand our customer's' expectations of the golf course.
f. Add a newsletter and Facebook updates to better communicate with our patrons.

1.4 Maintenance Plan

The following section presents our plans for the operation and maintenance of the Becky Peirce Municipal Golf Course located in the City of Huntsville, Alabama. These detailed plans are provided to establish a minimum standard for the maintenance of this golf course in order to maintain the premises consistent with a quality public municipal golf course. Our goal is to keep the course conditions that are consistent and to assure that our customer receives a consistent value for his/her money. The golf industry now refers to this effort as "sustainability", delivering customers a consistent-playing course. i.e. "we may not have the fastest greens in town but we want to make sure that the speeds and roll are consistent". We must continue to focus of our 'sustainability' efforts going forward if we are to maintain reasonable rates.

The following plans describe our current maintenance practices that we developed over the past 15 years to keep BPGC as one of the best public courses in the North Alabama area.

BPGC is an 140+ acre, 18 hole, 6,900 yard layout with bent grass greens and bermuda grass tees, fairways, rough. RGM will provide all labor, materials and equipment to operate and maintain this property.

RGM will provide an adequate and competent maintenance crew to maintain this facility. The crew shall be on duty at the course daily under the direction of Mr. Ken Healy, Jr., GCSAA Superintendent. Ken's primary responsibilities include the management of the golf course turf and its' irrigation system. Ken is also responsible for the application of all fungicides, insecticides and herbicides in accordance with local, state and national requirements. He will be located on-premises during normal business operations and is licensed to apply chemicals in the State of Alabama.

The following sub-sections detail our maintenance practices:

a. Greens, Putting Greens and Nursery Green

All greens will be mowed daily except when weather conditions are not favorable for mowing. The cups will be changed at least five times per week during the golf season (March-October) and as required in the off-season (November-February).

All greens shall be aerified and/or deep-tined at least three times per year. All greens are to be top dressed following each aerification. Additional top dressings will be applied as needed to maintain a smooth putting surface. The top dressing material used will be in accordance with USGA specifications for the sand. All greens will be verticut regularly during the growing seasons to minimize the grain on the greens.

The greens will be fertilized in accordance with a monthly program determined by our golf course superintendent. This program will be based on the turf needs and the environmental conditions. Soil samples will be taken at least annually to assist in adjusting and updating the fertilization plan. All greens will be treated with the required fungicides, insecticides and herbicides on a preventative and or/curative basis as necessary. All greens will be monitored daily during periods of heat stress and will be syringed as required to maintain the turf.

RGM is responsible for maintaining the greens cups, flags and flag poles. These items will be replaced at least once per year or more frequently as required.

b. Tees, Collars and Approaches

All tees, collars and approaches (including driving range tees) will be mowed at least three times per week during the turf growing season (April-September) and at as required in the off-season (October-March). They will be maintained at a height of 7/16" to 5/8". All grass clippings will be captured by the mower. All tees, collars and approaches will be fertilized and pre-emerged to keep them weed free and completely turfed. All tees will be aerified, verticut and top dressed at least once per year.

All tee divots will be filled with top dress sand at least monthly during the golf season. All tee markers will be moved at least three times per week or as required to maintain turf quality. Ball washers and tee trash cans will be serviced daily.

c. Fairways

All fairways will be mowed at least two times per week during the turf growing season (April-September) and at as required in the off-season (October-March). They will be maintained at a height of 7/16" to 5/8". Mower clippings will be managed. All fairways will be fertilized and pre-emerged to keep them weed free and completely turfed. They will be aerified and verticut on an as needed basis to maintain thatch control and turf quality.

d. In-Play Rough

All in-play rough will be mowed at least once per week during the turf growing season (April-September) and as required in the off-season (October-March). They will be maintained at a height of 1" to 2". All in-play roughs will be fertilized and pre-emerged to keep them 90% weed free and completely turfed. They will be aerified on an as needed basis to maintain thatch control and turf quality.

e. Out-of-Play Rough

All out-of-play rough and fence lines will be mowed on an as needed basis to maintain the turf at a height to allow the golfer to locate his ball and to assure that the pace of play is not adversely affected. All out-of-play roughs will be fertilized and pre-emerged to keep them 75% weed free. See Appendix I for list of out-play rough.

f. Bunkers

All sand traps will be raked at least three times per week during the golf season (March-October) and at least once per week in the off-season (November-February). They will be edged as a minimum of twice per year. All traps will be maintained with a 4" sand depth on all slopes and bottoms. Replacement sand added will be USGA approved bunker sand. All bunkers will be stocked with at least three bunker rakes. Rakes will be maintained in good working order and replaced if broken or damaged.

g. Driving Range

The driving range building, range machine and range picker will be maintained in proper working order. The driving range tee divots will be regularly filled and top dressed with sand. The tee areas will be fertilized, verticut and top dressed at least twice per year. The range turf shall be maintained in accordance with standard for out-of-play rough.

h. On-course Landscape Areas

The following landscape areas; Becky's Garden (area between #1 tee and #9 green), two islands adjacent to #10 tee and driving range tees, two islands located left of #13 cart path and the front entrance islands will be maintained on a regular basis. Bushes and trees will be properly trimmed and maintained. Beds will be mulched as required.

i. Irrigation

The complete irrigation system including heads, valves, controllers, computers, pumps, pump house, wiring and piping/plumbing will be maintained. We will repair or replace heads, solenoids, controllers, etc. as needed to maintain the proper operation of the system and to support proper turf quality.

j. Edging

Edging will be done on an as needed basis, around all ponds, fences, posts, tee signs, trash cans, posts, yardage markers, tree bases, etc. to prevent overgrown grass from obstructing these items.

k. Cart Paths

All cart paths will be maintained in a smooth condition and repaired promptly as needed.

l. Trees

All trees will be pruned as required for protection from wind and pests as well as for appearance and in a manner to assure that pace of play is not adversely affected. All damaged and dead trees, from whatever cause, shall be inspected by the City Arborist to determine the proper course of action. All dead and damaged trees will be removed when authorized.

The leaves will be maintained on the course during the fall & winter. The leaves will be mulched, blow and swept as required keep the course clean to allow the golfer to locate his/her ball and to assure that the pace of play is not adversely affected.

m. Fences

All broken or damaged fencing, gates and locks located within the boundaries of the golf course property will be maintained. Leaves trapped at the bottom of the exterior fences will cleaned out and mulched the at least once per year.

n. Clubhouse

The clubhouse building (inside & outside), porch and storage building located adjacent to the back porch will be maintained. This includes maintaining all clubhouse grounds and turf, beds, bushes and plants. Also included is the maintenance and repair of the heat & A/C system, all electrical/plumbing and security system, parking lots and lighting, fencing and signage. A termite bond will be maintained in effect for the term of the agreement.

All restrooms will be maintained daily in a manner to provide a clean and sanitary facility for use by the public and employees at the course. Soap, towels, toilet paper and dispensers will be provided in adequate quantity at all times. The clubhouse floor areas will be vacuumed, swept and mopped daily.

o. Maintenance and Cart Buildings

The maintenance building (located adjacent to #13 tee) and the cart building (located behind #3 tee) will be maintained. This includes maintenance of all grounds, beds, bushes and plants. Also included is the maintenance and repair of the heat & A/C system, all electrical/plumbing and security system, parking lots and fencing. The maintenance building roof and gutters will be cleaned out at least once per year. RGM is not responsible for the maintenance and repair of the bath room located in back of maintenance shop.

p. On-Course Buildings

All the support structures located on the golf course will be maintained. These structures include the pump house, range building, bath house located by #6 tee and the rain shelter located by #11 tee. RGM is not responsible for the running trail bath house located left of hole #17 and the bathroom located behind the maintenance building.

q. Pine Groves

The pine grove areas located on hole #1 will be regularly sprayed for weeds and the pine needles will be managed.

1.5 Golf Cart Plan

The following section presents our plan for golf cart rentals at the Becky Peirce Municipal Golf Course. This plan is consistent with our current golf cart operations that have been used for the past fifteen (15) years.

RGM is responsible for providing at its own expense a fleet of golf carts that can be rented and used by the golfers. The maintenance of the cart fleet and chargers are the responsibility of RGM. We will also offer manual pull carts for rental by the public. RGM is responsible for the purchase and maintenance of the pull carts.

We will offer these services to the public at all times that the course is open for play except when environmental conditions prohibit cart usage. All fees shall be prominently displayed for the rental services to be provided.

RGM is responsible for properly managing the cart fleet including; prohibiting operation of carts on the course at such times that the cart traffic might damage the course, prohibiting operation on tees, greens and other posted areas except as allowed to accommodate handicapped golfers, prohibiting the operation of carts outside of the golf course premises, storing all carts in their designated area inside the cart building every night and maintaining the fleet in proper operating condition and appearance at all times.

RGM will not mandate the rental of golf carts at any time and shall permit players electing to carry their clubs or use push carts to do so at any time the course is open for play. We will accommodate the use of private golf carts at a reasonable fee.

1.6 Food and Beverage Plan

The following section presents our plan for the management of a food and beverage (F&B) operation at the Becky Peirce Municipal Golf Course. This plan is consistent with our current F&B operation that has been in place for the past fifteen (15) years.

Food and beverage services will be offered to the public at all times that a reasonable demand exists for such services. Minimum services to be offered shall be similar to that of a snack bar. Items to be provided for sale include: hot dogs, drinks (water, soft drinks & sports drinks), pastries, candy, crackers and snacks. RGM will also offer beer for sale to the eligible public. All prices will prominently displayed for the food and drink services to be provided.

RGM will permit patrons to bring soft drinks and water to the course for their own consumption. Personal coolers are not permitted, but RGM will furnish coolers for these drinks as needed by our customers. In accordance with Alabama Beverage Control regulations, RGM prohibits patrons to bring beer onto the premises.

RGM currently has and will maintain all the required food permits issued by the Madison County Health Department. We will continue to operate this operation in accordance with the rules and regulations of the Health Department permit and maintain a passing score on their inspection rating.

1.7 Special Program Plans

The following section presents our plan for the special programs for the Becky Peirce Municipal Golf Course. RGM will continue to support the current programs:

Ladies Leagues
Corporate Leagues
Junior Golf Program
High School Golf Matches & Tournaments
Charity Fund Raising Events & Tournaments

In addition to these programs, RGM will develop a new expanded program to improve access and participation of our middle school & high school golfers. Our plan is to develop a middle school and high school golf league. Each summer we will run a 10 week league that will allow our junior golfers in the area to play at least two times per week in a competitive environment while having fun at the same time. We understand that our youth will be future golfers at BPGC.

1.8 Driving Range Plans

The following section presents our plan for the driving range at the Becky Peirce Municipal Golf Course. RGM will maintain a high quality practice facility with grass tees, chipping green and putting green.

Driving range tees areas will be mowed, fertilized and top dressed to assure a consistent, grass area at all times. The chipping and putting green will be maintained to the same standard as the greens on the course. Range balls will be replaced at least once per year and will be washed regularly.

RGM plans to improve the practice facility area during the term of the contract by completing the following capital improvement projects:

- Expand the current chipping green size and renovate the green surface
- Add a practice sand bunker

1.9 Community Activity Plans

RGM has always been a good corporate citizen in the Huntsville-Madison County area. We will continue these efforts during the next contract term. We will continue to be actively involved in:

- Working with the First Tee Program
- Working with high school golf teams
- Helping the middle schools & high schools with their athletic field maintenance
- Numerous donations to various charity fundraising events

2.0 BUSINESS PLANS

This section details our specific business plans for the Becky Peirce Municipal Golf Course. Section 2.1 discusses the terms of agreement and insurance; Section 2.2 details our proposed rates and fee structure; Section 2.3 describes rent plan; Section 2.4 describes our capital improvement plans.

2.1 Terms

Robertson Golf Management, Inc. (RGM) is ready to continue the management, operation and maintenance of the Becky Peirce Municipal Golf Course, formally known as the Huntsville Municipal Golf Course, located in the City of Huntsville, Alabama effective March 1, 2013. RGM agrees to keep the facility open and properly staffed, with appropriate hours to serve our patrons and golfing public.

RGM agrees that the term of the agreement between the City of Huntsville and Robertson Golf Management, Inc. shall be for three (3) five year periods.

RGM agrees to maintain the golf course facility and to improve the facility by completing capital improvements as outlined in our proposal. RGM agrees it will use these premises solely for the operation of a public golf course and other activities associated with the operation of a golf course, including without limitation, sale or rental of golf related merchandise, furnishing of lessons by a golf professional, operation of a driving range, and sales of food & beverages, including beer.

RGM acknowledges it is accepting the premises and property in their current "as is" condition. RGM will assume sole responsibility for the maintenance and repair of all buildings, equipment, fixtures, furnishings and other improvements on the premises. We will maintain the premises in good order and in sanitary and safe condition throughout the term of the Agreement at the RGM's expense. RGM agrees it will maintain the premises in conformance with the maintenance standards enclosed and consistent with a quality public municipal golf course. The City has no duty to perform any maintenance or make repairs on the premises or on any building or other improvements located on the premises.

RGM agrees to provide all equipment, at its own expense and cost, required to maintain the premises as outlined in our proposal. Further, RGM will also furnish, at its own cost and expense, all expendable equipment necessary to the successful operation of the course. RGM agrees replace any equipment and furnishings provided by the City under the Agreement, which has been destroyed or damaged, with equipment of like quality. Upon expiration of the

Agreement, RGM will quietly and peacefully re-deliver said equipment and furnishings. A list of current City Property can be found in Appendix G.

RGM agrees to the terms noted in the RFP as it relates to default, termination and arbitration for resolving disputes. RGM will not, at any time during the tenure of the Agreement, sublet any part of the premises or assign any portion or all of the Agreement with the City, except by virtue of written permission granted by the City. RGM will post a performance bond as noted in the RFP within ten (10) calendar days after final execution of a signed agreement and upon receipt acceptable performance bond criteria.

All prices charged including, but not limited to, green fees, driving range fees, merchandise, cart rentals and food & beverage sales shall be posted on the premises at those locations where such fees are normally paid.

RGM agrees to refrain from the sale or rental of any item identified as prohibited by the City and to sell or rent only those categories of merchandise and equipment approved by the City. We agree to maintain an adequate supply of such merchandise and equipment. We will ensure that all merchandise and services offered to the public are of acceptable quality and are safe and clean.

The City reserves the right to enter upon any time, for the purposes of inspection, during the period that the golf course is open. Inspections will be conducted by only authorized City personnel. RGM suggests and welcomes regularly scheduled inspections and tours of the course by the designated City representative(s).

RGM is responsible for obtaining the required ABC permits and liquor liability insurance to allow the sale of beer on the premises. RGM will permit patrons to bring their own soft drinks and water to the course with them for their personal consumption. RGM will not permit personal coolers to be brought onto the premises but we will have coolers available for use by our patrons during normal business operations.

RGM will comply with all rules, regulations, laws and permitting requirements of the City of Huntsville, Madison County, the State of Alabama, and the U.S. Government now in force or hereafter to be adopted. RGM will abide by all ordinances and laws pertaining to its operations and shall secure, at its expense, all licenses and permits necessary for operation and maintenance of this facility. RGM agrees that there will be no discrimination as to race, sex, color, creed or national origin in the operations of this facility; and further, there shall be no discrimination regarding the use, service, maintenance or operation of the premises. All facilities located on the premises shall be available to the public, subject to the right of RGM to establish and enforce rules and regulations to provide safety, orderly operation, and security of the facilities.

RGM will be solely responsible for the payment of any and all taxes levied on this operation. The operator must pay the all the required prevailing taxes, including but not limited to, Sales & Use, Property and Ad Valorem taxes.

RGM will maintain a neat and orderly operation at all times and be solely responsible for the necessary housekeeping services to maintain the premises. RGM agrees that there will be no living quarters, nor shall anyone be permitted to live on the premises.

RGM agrees to furnish all janitorial services for maintain the premises in the proper state of cleanliness. We will provide, at its expense, all garbage, trash and rubbish receptacles within the premises. Dumping of the receptacles and removal of trash, rubbish and garbage will be the responsible of RGM.

RGM agrees to provide any security measures which may be required to protect the premises including equipment, furnishings and facilities. Said security measures may not violate other restrictions of the Agreement.

RGM will pay for charges of the utilities to the premises including, but not limited to, water, sewer, electricity, gas, telephone, TV and internet during the term of the Agreement. RGM will be responsible for maintaining the below ground level water and sewer lines to the point of services by the utility during the term of the Agreement.

RGM agrees to obtain and maintain in force for the term of this Agreement all required insurance coverage's noted in Section VIII, Insurance Requirements of this RFP. RGM agrees the coverage's and limits will meet and/or exceed the RFP minimums (see Appendix C Insurance Checklist). RGM also agrees to extend and include the 'Contractual Indemnity and Hold Harmless Agreement' and the 'Cross Liability' requirements as noted in the RFP.

RGM agrees to be responsible for maintenance and repair of all acts of God including erosion or damage by winds, rain, flood or earthquake. If closure of the facilities is due to civil disorder, acts of God, etc. to some, and/or all, of the facilities, the City shall allow a pro rata adjustment of the monthly rent payments up to the time the damage is repaired.

RGM will be responsible for its work and the work of its servants and agents and every part thereof, and for all materials, tools, appliances and property of every description used in connection therewith. RGM will assume all risks of damage or injury to property wherever located, resulting from any action or operation under the Agreement or in connection with the work, and the work of its servants and agents.

RGM agrees to indemnify and save harmless the City against any and all claims, suits, actions, damages or causes of action arising during the term of the Agreement for any personal injury, loss of life, or damage to property sustained in or on the RGM's premises by reason of or as a result of RGM's use, activities, and operations thereon; from and against all orders, judgments or decrees which may be entered thereon; and from and against all cost, attorney's fees, expenses and liabilities incurred in the defense of any such claim and the investigation thereof.

RGM agrees to submit a quarterly summary report of its activities to the City within fifteen (15) working days following the end of the quarter. This report shall include monthly totals for total gross revenues, the number & type of rounds, the number & type of cart rentals, special activities (tournaments, etc.) and a list of maintenance and capital improvement activities accomplished. The operator must certify that the reports to be true, accurate and complete.

RGM agrees to submit an annual summary report of its activities to the City within sixty (60) working days following the end of the Agreement year. This report shall include total annual gross revenues, total annual number & type of rounds, total annual number & type of cart rentals, summary list of the annual major maintenance activities accomplished and a summary of all capital improvements completed.

RGM agrees to meet with the City's designated representative at least once per year to review the past years operation and to agree upon any changes to its maintenance plan and/or capital improvements planned for the following year.

RGM will keep on the premises, or other place within Madison County, Alabama, true, accurate and complete records and accounts of all sales, rentals and business being transacted upon or from the premises and shall give the City access during reasonable business hours and upon three (3) business days' notice to examine and audit such records and accounts.

2.2 Rate/Fee Plan

RGM's 'vision' is to provide 'one of the best municipal golf courses in North Alabama at competitive, reasonable rates'. We want people to leave the course feeling that they received a value for their money. It is **not** our intent to turn this facility into a high end public facility, i.e. Hampton Cove, or the best conditioned golf course in North Alabama **because the average municipal golfer cannot afford the fees that must be charged to obtain this type course.** RGM's goal is always keep BPGC in better condition when compared to other public golf courses in the Huntsville area, i.e. Sunset Landing, Colonial and Fox Run.

We understand that it is our responsibility to assure that the course remains accessible to every municipal-public golfer. Therefore, our rates must be structured accordingly. Our rates **MUST** be reasonable and competitive.

To accomplish this goal, we propose the following rate/fee plan:

a. **For the first five (5) term of the Agreement, maintain the current 2012 CONTRACT rates** (see Table 2.2 below & Appendix D for a complete rate table)

b. **For the second (2) and third (3) term of the Agreement, the maximum allowable rates/fees that can be charged will be adjusted by the previous years' Annual Rate of Inflation.**

c. **Lower the cost of the four (4) day annual pass to $450**

d. **Lower the 2013 cost of 9 hole green fees**

e. **Continue to offer many special rate programs for off-peak times such as twilight, super twilight, discount card, father-son golf. Email specials, test blast specials, etc.**

Table 2.2 Proposed 2013 BPGC Rates/Fees

Fee Description	2013 Rate	Contract Rate
9 Hole Green Fee - Weekday	$14.00	$14.50
18 Hole Green Fee – Weekday	$20.00	$22.00
9 Hole Cart Fee – Weekday	$12.00	$12.00
18 Hole Cart Fee - Weekday	$14.00	$15.00

Table 2.2 Proposed 2013 BPGC Rates/Fees (cont.)

Fee Description	2013 Rate	Contract Rate
9 Hole Green Fee - Weekend	$17.00	$18.00
18 Hole Green Fee – Weekend	$26.00	$29.00
9 Hole Cart Fee – Weekend	$13.00	$13.00
18 Hole Cart Fee - Weekend	$17.00	$19.00
Pull Cart Fee	$4.00	$6.00
Trail Fee	$10.00	$14.00
4 Day Annual Pass	$450.00	$600.00
5 Day Annual Pass	$900.00	$950.00
7 Day Annual Pass	$1,200.00	$1,500.00
Family Pass	$1,500.00	$1,600.00
7 Day Youth Pass	$250.00	$425.00
Summer Youth Pass	$50.00	$150.00

NOTES:

- All above fees **do not** include sales tax
- All cart fees are per person
- Single rider will be charged the appropriate cart fee plus a $2 single rider surcharge
- Weekend rates are charged on Friday, Saturday, Sunday and all government holidays
- All passes are valid from January 1 thru December 31
- 4 day pass is valid Monday-Thursday
- 5 day pass is valid Monday-Friday
- Family pass is valid for 2 adults and 2 children under 21 years of age
- 7 day youth pass is valid Monday-Friday anytime, Saturday & Sunday after 1 PM
- Summer youth pass is valid June-August, weekdays after 12 PM, weekends after 3 PM

In addition to the above basic rates, **RGM will offer the following SPECIALS** to assure that the course remains affordable and accessible to every municipal-public golfer:

Special Description	2013 Rate	Allowable Contract Maximum
9 Holes with Cart – Weekday	$25.00	$28.62
18 Holes with Cart – Weekday	$35.00	$39.96
Discount Card – Weekday	$28.95	N/A
Twilight - Weekday	$30.00	N/A

Specials (cont.)	2013 Rate	Allowable Contract Maximum
Super Twilight - Weekday	$25.00	N/A
Senior Discount – Weekday	$30.00	N/A
Kids Play Free - Weekday	$20.00	N/A
9 Holes with Cart – Weekend	$30.00	$33.48
18 Holes with Cart – Weekend	$40.00	$51.84
Discount Card – Weekend	$34.95	N/A
Twilight - Weekend	$32.50	N/A
Super Twilight - Weekend	$27.50	N/A
Senior Discount – Weekend	$35.00	N/A
Kids Play Free - Weekend	$20.00	N/A

NOTES:

- All above fees **include** sales tax
- All above fees are per person
- Single rider will be charged the appropriate fee plus a $2 sider rider surcharge
- Weekend rates are charged on Friday, Saturday, Sunday and all government holidays
- Kids play free is valid from April-September after 6PM

Please note: Table 2.2 and Exhibit D indicate the MAXIMUM rates/fees that are allowed to be charged, actuals rates & fees charged may be adjusted by the free marketplace and our competitors rates/fees.

RGM agrees to keep our rates in the Agreement years 6 thru 15 reasonable by increasing the annual rates/fees by the previous years' Annual Rate of Inflation. Our proposed rates for the first Agreement term can be found in Appendix D. Please note that the rates/fees shown for 2018 thru 2027 have been increased by an arbitrary amount, the actual rates/fees for this period will be calculated by increasing the previous years' rates by the Annual Rate of Inflation.

It is RGM's intent to complete an annual competitive rate assessment survey to compare our current charged rates/fees and to verify that they are reasonable and competitive. We will use this survey data to help determine our rates and fees for the next calendar year.

RGM agrees to provide current & retired City employees $5 off discount off the current applicable posted rate for regular play, i.e. $5 off the posted weekday twilight rate would result in a $25 cost for the round ($30 is the posted rate for 2013). This discount is not available for use with the following special discounts; special discount card, kids play free, and all email/text

promotions. **All City employees must show their City issued ID badge at check-in to receive this discount.** RGM also agrees to provide the City of Huntsville employees a $10 off our posted tournament package rate for their annual golf tournament.

2.3 Rent/Lease Plan

RGM's is committed to put money back into the course and its' facilities via **Capital Improvements**, not just paying the City rent. It is our plan to continually improve this facility, thus providing the City with a better asset at the end of this Agreement.

In consideration of the City executing an Agreement and granting the rights provided in such Agreement, RGM agrees to pay the City of Huntsville rent of $2,000 per month over the term of this Agreement (reference Appendix B for Proposal Form). Payment shall be made to the City by the 15th of each month. RGM agrees to a 5% late fee if the rent fails to be remitted to the City on or before the due date.

Note: The closure of the facility due to a City sponsored event, fire damage, flood, civil disaster, act of God, etc. to some , and/or all, of the facilities will result in a Pro Rata adjustment of the monthly rent due to the City from the time the event occurred up to the time the damage is repaired/corrected.

2.4 Capital Improvement Plan

Over the past fifteen (15) years, RGM has **partnered** with the City to **Continuously Improve** the Becky Peirce Municipal Golf Course via the completion of Capital Improvement Projects (CIP). Our plan since 'Day Number One' has been to continually enhance this facility every year. But, before we can discuss our planned improvements for this next Agreement term, we would like to look back over the past 15 years.

In 1998 when RGM assumed the operation and maintenance of this facility, the course was not in very good shape. In fact, it was commonly referred to as a 'goat farm' or 'cow pasture'[1]. In fact, it was worse than we thought;

- Fairways and tees were bare and/or were full of weeds
- Many greens regularly 'lost significant turf' during the summer heat stress period
- Bunkers were full of 'red' clay and held water every time it rained
- Over 50% of the irrigation system was not operational
- There were many soggy and poor drainage areas on the course
- Golf course amenities, i.e signs, distance markers, etc. were lacking
- Tee times were not accepted and the tee was under utilized
- The course was not generating sufficient revenue, the City proposed that the capital budget had to be supplemented by over $726,000 over a five year period[2] to keep the course viable

But even with all these issues, in 1998 we set out to improve this facility and make it one of the finest municipal golf courses in the North Alabama area. While it has taken a lot of work by our team and a great partnership with the City, we have AFTER FIFTEEN (15) YEARS ACCOMPLISHED OUR GOAL.

In fact, over the course of this year we have received many compliments on the course, "the best shape that the course has ever been in". Our tees and fairways are now fully grassed, in fact we have more grass and less weeds in our out-play areas than were in the fairways 15 years ago. We have repaired the irrigation system, improved the greens so they can tolerate the summer heat stress better, we have implemented an on-line tee time system, renovated the bunkers, added course signage, yardage markers, water coolers, etc., added new tee boxes, increased storage capacity of the cart building, changed the layout of the maintenance shop to improve the service area and to store more equipment, etc. We could go on and on.

[1] Huntsville Times, August 12, 1997
[2] Huntsville Times, May 9, 1997

But we believe this golf course facility can be better and there is always room for further improvement. Therefore RGM agrees to continue to improve the facility by completing capital improvements as outlined in the following paragraphs.

While the RFP was very vague in the areas for improvement to the facility, it did specifically ask for the renovation of the greens to be accomplished under this Agreement. We have worked very hard on a plan that will meet this request. But, while the renovation of the greens will be a priority of us, many other projects must be completed at the same time in order to continually improve the whole facility.

The following paragraphs detail our preliminary CIP plan:

1. Complete the renovation of the greens (see our plan detailed below) including renovation/expansion of the chipping green; starting with the greens on holes #14 & 16.

2. Begin the upgrade of the irrigation system, starting with the irrigation computer system and software (upgrade from the Rainbird Nibbus to Rainbird Stratus LT); followed by the elimination of the satellites via installing decoder interface and field decoder units.

3. Replace the clubhouse roof, renovate the ladies bathroom sink/counter and re-seal the parking lot

4. Complete the following other golf course improvements; eliminate the bare areas by 4 and 5 greens; install artificial turf on the gravel car path on hole 7; install a new drain in #17 fairway bunker; install new drainage by 6 cart path and the woods 6-7

5. Re-surface maintenance bathroom floor

This plan has been developed based on our current knowledge of the facility and the RFP. **It is subject to change based on the funding available** and the required approval of the City for such projects. This plan will be updated and submitted to the City upon signed execution of the Agreement.

2.4.1 Greens Renovation Plan

RGM has developed the following plan for renovation of the greens. This plan has been developed based on the research that we have completed and on requirement that we must keep the course open for play at all times and to minimize closure of the course.

Our approach is a phased approach to minimize the risk to RGM and to the course. Prior to finalizing with plan, we researched the following different approaches for renovation of the greens and their impact on the course, revenue, etc.

a. **Renovating the greens with a new bent grass variety.** We ruled this option as not viable because it would require that removal of the existing turf, coring and replacement of the greens mix, re-seeding and grow-in of the new turf. This activity would have to start at the end of a summer and the green(s) would be closed till at least early spring. This option has the highest downtime as well as the highest cost.

b. **Complete renovating the greens with a new Bermuda grass variety using conventional renovation process.** While this option would not require as long of time for grow in the grass as bent (bermuda grass sod or sprigs would be used) the greens base mix would still have to be removed and replaced. This activity would have to be started in early May and would not be completed under August/September. Thus making the greens subject to 'winter kill' during a cold winter during this first year. This option requires less downtime than the above option but it is almost the same cost.

c. **Complete renovation the greens with bermuda grass using a 'no-till' renovation process.** There are currently three different varieties of bermuda grass available for use with the no-till process; TifEagle, MiniVerde and Champion/Emerald bermuda grass. The renovation process is very similar for each turf grower; the greens are scalped out the original shape, current turf grasses are chemically eliminated, surface is aerated and verticut, surface is heavily top dressed, sprigs are spread evenly on the surface and then the turf is 'grow-in' with the application of water & fertilizers. This process will save up to 75% of the typical cost of conventional renovation will providing playable putting surfaces in 6 to 8 weeks. Also another benefit is that the greens contours are completely maintained and the site-prep can be completed by RGM personnel.

We have selected the 'no-till' option based on the following factors:

- ***least amount of downtime for each green***
- ***least cost,***
- ***Least downtime means least amount of lost revenue***
- ***site-prep can be completed by RGM personnel***
- ***green contours are completed maintained.***

Upon execution of the Agreement, RGM will finalize the selection of the turf by evaluating each growers turf and selecting the turf that best suited for BPGC. We will contact each of these growers and have them come in and evaluate our course conditions. We will ask why their specific variety is 'right' for our application. Specific characteristics that we will be looking for

are; ability to be overseeded with a cool season grass (due to the number of rounds played in October-March), transition time, and the susceptibility of winter kill in our area. Then we visit other courses to find out about any issues, expectations and considerations before undergoing this process. Upon completion of this process, RGM will present the City's representative with a report detailing our findings, conclusions and recommendation on how and when to proceed.

After the turf grower is selected a detailed implementation plan will be developed for the course and each green. Our current plans are to renovate the chipping green and holes #14 & 16 first. Our plans also include the upgrade of the irrigation heads, fix any drainage problems around the green, etc. that may be required while the green is undergoing renovation.

2.4.2 CIP Funding Plan

RGM agrees to invest in capital improvements to the BPGC to continually enhance the course and its facilities. RGM agrees to fund these capital improvements in accordance with Table 2.4. The funds available for CIP projects for each Agreement year will based on a percentage of Gross Revenues from the previous Agreement year less the rent paid to the City. Therefore, as revenue goes up, so will the funding for CIP projects.

Table 2.4 Annual Agreement Year CIP Funding Table

Annual Revenue Range	% of Revenue	Total Annual $$	Annual Rent $$	Annual CIP $$
<$750,000	4.00%	$ 30,000	$ 24,000	$ 6,000
$750,001 - $$800,000	5.25%	$ 42,000	$ 24,000	$ 18,000
$800,001 - $850,000	6.50%	$ 55,250	$ 24,000	$ 31,250
$850,001 - $900,000	7.00%	$ 63,000	$ 24,000	$ 39,000
$900,001 - $950,000	7.50%	$ 71,250	$ 24,000	$ 47,250
$950,001 - $1,000,000	8.00%	$ 80,000	$ 24,000	$ 56,000
$1,000,001 - $1,050,000	8.50%	$ 89,250	$ 24,000	$ 65,250
$1,050,001 - $1,100,000	9.00%	$ 99,000	$ 24,000	$ 75,000
$1,100,001 - $1.150, 000	9.50%	$ 109,250	$ 24,000	$ 85,250
$1,150,001+	10.00%	$ 115,000	$ 24,000	$ 91,000

Please note that RGM considers both the rent payments and the CIP funds as payments to the City. We would be open to negotiating a shift of rent funds into CIP funds.

RGM agrees to submit an annual capital improvement plan. Also we agree meet with the City's designated representative at least once per year to review the past years operation and to agree upon any changes to its maintenance plan and/or capital improvements planned for the following year.

RGM agrees to be responsible for the finance, construction and completion of certain capital improvements to Becky Peirce Golf Course during the term of this Agreement. RGM will provide updates and status of these improvements in its annual report.

RGM agrees to obtain prior approval by the City's authorized representative before starting any alteration, addition or change in the physical characteristics of any area of the golf course and its buildings including the addition or removal of sand traps, addition or removal of any hazards (water, trees or native vegetation), addition or removal of any tees, movement of soil exceeding 20 cubic yards in any single area, and any modification of any portion of the golf course or its buildings. RGM is responsible for receiving prior written approval by the City for all work to be subcontracted.

All improvements, alterations or additions to the course and its buildings shall become the property of the City of Huntsville upon termination of the Agreement. RGM will provide the City with as-built plans for any structural improvements or any underground irrigation system that may be installed.

RGM will not have the right to create or permit the creation of any lien attached to interest in the premises as a result of any construction or capital improvements, alterations or additions.

RGM will make every effort to avoid closing the golf course during any capital improvements, alterations or additions and shall agree to keep at least 9 holes open for play at all times. Closure of the course for improvements or for any other purpose will require the City's advance written approval, except in those instances when unanticipated emergency improvements must be made immediately in order to protect life or property or if such closure should result from acts of force majeure.

3.0 SUMMARY

Robertson Golf Management, Inc. (RGM), a local Huntsville based corporation, is pleased to present this responsive proposal for the management and operation of the Becky Peirce Municipal Golf Course (BPGC) located at 2151 Airport Road, Huntsville, Alabama.

In 1998, RGM 'teamed' with the City of Huntsville to operate and maintain this facility. We set out to improve this facility and make it one of the finest municipal golf courses in the North Alabama area. While it has taken a lot of work by our team and a great partnership with the City, we have accomplished our goal. In fact, we regularly receive many compliments on the course, including "the best shape that the course has ever been in".

Based on our past fifteen year partnership, RGM is ready to continue the maintenance and operation of this facility for the next fifteen years.

We are committed to provide a well-conditioned golf facility, accessible to all golfers, at a reasonable price and great perceived value.

RGM has devoted significant time and effort developing this proposal. We have developed and documented detailed maintenance standards as well specific capital improvement plans. In addition to the required RFP documents, we have included the following:

- Overall goals, strategies and management plans
- Pro shop operational plans
- Detailed maintenance plans
- Golf cart and food & beverage plans
- Driving range plans
- Special programs and community improvement plans
- Terms of a Agreement
- Course rate/fee plan
- Rent plan
- Capital improvement plan

Following are the reasons why RGM should be chosen by the City of Huntsville to manage and operate this facility:

1. We understand what is required to manage, operate and maintain this facility. **We have been doing it successfully for the past fifteen (15) years.** Our team has over 60 years of experience in the golf business.

2. Our proposal is responsive to the requirements of the RFP. Our team is in place and ready to continue working. We already have **all the equipment, fixtures, tools, personnel, etc.** in place to continue operations on March 1, 2013.

3. We are committed to keep the rates and fees affordable and reasonable. Our proposal keeps our current contract rates in effect for the first term. We have lower the cost for the 4 day pass and 9 hole green fee rates. The rates in Agreement years 6-15 are adjusted by only the rate of inflation. Also, we will use our annual competitive course analysis to assure that our rates remain competitive.

4. We have proposed a significant capital improvement program that will continue to improve this facility over the next 15 years.

RGM is ready to continue the management, operation and maintenance of the Becky Peirce Municipal Golf Course.

APPENDIX A

ADDENDUM #1 & 2

REQUEST FOR PROPOSAL 9-2013-8300-3	
ISSUE DATE:	10/12/2012
OPENING DATE:	11/01/2012 2:00 PM local time

ADDENDUM #1

BECKY PIERCE GOLF COURSE MANAGEMENT
Issued October 12, 2012

The above referenced Request for Proposal is hereby amended as follows:

Please see answers to submitted questions pertaining to this RFP.

1. Page 26 - City Planned Capital Improvement section... it references a capital improvement list in Exhibit C, but Exhibit C is the Evaluation Form and no list was provided.
    a. This reference to Exhibit C in this section is to be disregarded. The Capital Improvement Plan remains to be provided by the proposer as a part of the submittal.

2. Page 27 - Fees and Charges section: In the fourth paragraph, a list of passes was to be found in Exhibit D. Exhibit D was not included in the original package.
    a. The reference to Exhibit D is to be disregarded. Fees and Charges are a part of the proposer's submittal on Exhibit B (page 43 through 45). Note the reference to Exhibit D on Page 43 is also to be disregarded.

3. Page 28 - Other City Policies section: Second bullet item states that players are allowed to bring 'beer' and soft drinks to the course. Players ARE NOT allowed to bring beer to the course since it is a violation of Alabama Beverage Control regulations.
    a. Sentence is ambiguous. Intended to mean that beer purchased at the golf course can be consumed during play. Did not mean to imply that beer purchased outside the facility could be brought onto the grounds.

4. Page 28 - Other City Policies section: The fourth bullet lists several type passes and fees for those passes. The passes listed and fees are not in accordance with our current lease agreement.
    a. Specific references to pass types and associated fees in this section should be interpreted as "for example". The city does expect the continued availability of passes, but the types and fees should be a part of your proposal, subject to approval by the city council. Senior, adult and youth passes will be maintained at the initial rates offered throughout the first year and shall remain comparable with the average rates of public golf courses in North Alabama thereafter.

5. Page 28 - Other City Policies section: The sixth bullet states that private golf carts are allowed for a $5 fee. Per our current lease, private carts are allowed but the fee stated in incorrect.
    a. Disregard the $5.00 reference. Trail fee to be determined by management with council concurrence.

6. Page 50 - Evaluation Form section: Section 1.05 under the Converting Cost to Points paragraph refers to 'Cost' and the 'lowest cost proposal'. Is the word 'cost' in this section referring to the cost of a patron to play golf? Should it be fees; green fees & cart fees?
    a. All fees directly associated with the cost of play may be considered.

THIS ADDENDUM MUST BE SIGNED AND SUBMITTED ALONG WITH THE BID RESPONSE

ALL OTHER REQUIREMENTS OF THIS RFP REMAIN UNCHANGED

Signature of Bidder

DAVID L. ROBERTSON
Print or Type Name of Bidder

ROBERTSON GOLF MANAGEMENT, INC.
Legal Name of Firm

P.O. Box 695
Mailing Address

HUNTSVILLE AL 35804
City State Zip Code

(256) 653-4034 256 880-1151
Phone Fax

cmd.dave@hiwaay.net
Email Website

Date 10/31/12

Terms

REQUEST FOR PROPOSAL 9-2013-8300-3	
ISSUE DATE:	10/29/2012
OPENING DATE:	11/15/2012 2:00 PM local time

ADDENDUM #2

BECKY PIERCE GOLF COURSE MANAGEMENT
Issued October 29, 2012

The above referenced Request for Proposal is hereby amended as follows:

1, The Proposal opening date is rescheduled
From: Thursday 11/01/2012 at 2:00 PM CDT
To: Thursday, 11/15/12 at 2:00 PM CDT

2. Due to irregularities in commodity code registrations, not all Proposers were notified of Addendum #1. Please be sure you download both addenda 1 as well.

THIS ADDENDUM MUST BE SIGNED AND SUBMITTED ALONG WITH THE BID RESPONSE

ALL OTHER REQUIREMENTS OF THIS IFB REMAIN UNCHANGED

Signature of Bidder

DAVID L ROBERTSON
Print or Type Name of Bidder

ROBERTSON GOLF MANAGEMENT, INC.
Legal Name of Firm

P.O. Box 695
Mailing Address

HUNTSVILLE AL 35804
City State Zip Code

256 653-4036 (256) 880-1355
Phone Fax

Email Website

Date 10/30/12

Terms

APPENDIX B

PROPOSAL FORM

SECTION XIII: PROPOSER'S OPERATIONAL CONCEPTS AND PLANS

The proposer must state fully its proposed operational concepts, financial commitments and plans in regard to the following:

- Overall statement of operational plans for the Becky Pierce Municipal Golf Course.
- Detailed concept plans for:
- Course Maintenance and Improvement
- Capital Improvement Program
- Golf Cart Rental Program
- Food and Beverage Service
- Pro Shop Operation
- Golf Professional and Instructions
- Junior Golf Program
- Tournaments and Special Events
- Driving Range
- Any other new programs

The proposer hereby acknowledges that these attachments and statements are an integral part of the Proposal Form and as such are truthful and complete. Furthermore, proposer affirms its liability to the City of Huntsville in carrying out its proposed operational concepts, financial commitments and plans, should it be the successful proposer.

WITNESS:

_____

_____

PROPOSER: (If Sole Proprietor or Partnership)

NAME: _____

BY: _____
(SEAL)

_____
(TITLE)

PROPOSER: (If Corporation)

NAME: Robertson Golf Management, Inc.

BY: _____
President

ATTEST: _____
Secretary

(CORPORATE SEAL)

PROPOSAL FORM

The following forms must be completed, in full, prior to the City considering the proposal of any interested parties.

TO: THE CITY OF HUNTSVILLE
Proposer hereby offers to enter into an agreement with the City of Huntsville, Alabama, for the management, operation, and maintenance of Municipal Golf Course in the City of Huntsville, per the specifications of this bid proposal, for a five (5) year period with two (2) optional five (5) year terms as detailed in the specifications.

The proposer shall pay to the City of Huntsville as annual rent as follows:

I agree to pay the City of Huntsville

	Monthly	Yearly
Minimum 1st Five Years		
Year 1	$ 2,000	$ 24,000
Year 2	$ 2,000	$ 24,000
Year 3	$ 2,000	$ 24,000
Year 4	$ 2,000	$ 24,000
Year 5	$ 2,000	$ 24,000
Total 1st Five Years		$ 120,000
Minimum 2nd Five Years		
Year 6	$ 2,000	$ 24,000
Year 7	$ 2,000	$ 24,000
Year 8	$ 2,000	$ 24,000
Year 9	$ 2,000	$ 24,000
Year 10	$ 2,000	$ 24,000
Total 2nd Five Years		$ 120,000
Minimum 3rd Five Years		
Year 11	$ 2,000	$ 24,000
Year 12	$ 2,000	$ 24,000
Year 13	$ 2,000	$ 24,000
Year 14	$ 2,000	$ 24,000
Year 15	$ 2,000	$ 24,000
Total 3rd Five Years		$ 120,000
Grand Total for 15 year period		$ 360,000

Said rent shall be paid to the City by the 15th of each month for the preceding month to be delivered to the Director of Recreation Services.

It is also understood that the required Alabama State Sales and Use Tax on rental payments shall be added to the Operator's rental payment and forwarded to the City as part of said payments. It is the intent of the City that it is to receive the rental amount as net, free and clear of all costs and charges arising from or relating to said demised premises, and that one-twelfth (1/12) of the minimum annual guarantee of rent will be paid monthly.

Validation of proposals will be based on the City's revenue forecasts.

The undersigned agrees that the dollar amount of Capital Improvements shall not be less than:

First Five (5) Year Term	$ 195,000*
Second Five (5) Year Term	$ 195,000*
Third Five (5) Year Term	$ 195,000*

*CIP dollars are an estimate based on gross revenues of $851-$900k (last 5 years average); actual CIP $ may be more; see Section 2.4 for details

- RFP bond in the amount of Five Thousand Dollars ($5,000.00) is attached.
- Performance guarantee as per specification will be furnished.
- Insurance Checklist form attached.
- SUBMITTED BY:

BIDDER: Robertson Golf Management, Inc.
SIGNED: [signature]
NAME (PRINT): David L. Robertson
ADDRESS: P.O. Box 695
CITY/STATE: Huntsville, AL ZIP 35804
ATTEST: [signature]

It is understood by the proposer that the City reserves the right to reject any or all proposals, to waive formalities, technicalities and irregularities and to readvertise.

Date: 11/19/12
Proposer: [signature]

APPENDIX C

INSURANCE CHECKLIST

CITY OF HUNTSVILLE INSURANCE CHECK LIST

INSURANCE	LIMITS
. Worker's Compensation and Employer's Liability	Statutory Limits of the State of Alabama
. General Liability	Bodily Injury Property Damage
Premises Operations (M & C or OL&T are required) Included; Products and Completed Operations included; Independent Contractors (O.C.P.) Included; elevators Included; Supervision Exclusion Deleted; Personal Injury Liability	$1,000,000 Single Limit Bodily Injury & Property Damage Combined each occurrence
. Broad Form Property Damage Endorsement	
. Contractual Indemnity/ Hold Harmless Endorsement exactly as written in "Insurance Requirements" of specifications	$1,000,000 Single Limit Bodily Injury & Property Damage Combined each occurrence
. Automobile Liability Owned/Non-Owned/Hired Automobiles included	$100/300,000 $50,000 Each occurrence
. Umbrella Liability	$1,000,000 Including Primary Coverages
. Garage Liability	$100/300,000 $50,000 Each Occurrence
. Garage keeper's Legal Liability	$50,000 Each Occurrence

The City must be named as additional insured on the insurance certificate and the following must be stated on the

certificate, "THESE COVERAGES ARE PRIMARY TO ALL OTHER COVERAGES THE CITY POSSESSES FOR THIS CONTRACT ONLY".

- Teacher's Professional Liability — $100/300,000 $50,000 Each Occurrence
- Dram Shop Exclusion deleted and liquor liability will be provided.
- Cross liability or severability of interests clause endorsement.
- XCU property damage exclusion deleted and this coverage will be provided.
- Fire legal liability.
- Other insurance as indicated below:

  Builder's Risk Complete Value Policy
- Thirty (30) days cancellation notice required.
- Best's Guide Rating — A:X or better or its equivalent
- The certificate must state the bid number and title.
- "When using the "ACCORD" form of insurance certificate, please note that under the cancellation clause, the following must be deleted. "ENDEAVOR TO" and "BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY".

BIDDER AND INSURANCE AGENT STATEMENT

We understand the Insurance Requirements of these specifications and that evidence of insurability may be required within five (5) days after bid opening.

Robertson Golf Mgt, Inc.
Bidder

Signature of Bidder

Fountain Parker Harberger
Insurance Agency

Signature of Bidder's Agent

Agent's Errors & Omission Policy:

American Automobile Insurance
Policy Company Expiration
Amount of Coverage $1,000,000 $10,000 deductible
Number Date Coverage
817 ME 804925215
effective 5/1/12 5/1/13

Signature of Alabama Resident Agent

Fountain Parker Harberger & Associates
Name & Location of Agency 201 Washington Street

APPENDIX D

RATE SCHEDULE

11/1/2012

Becky Peirce Municipal Proposal Rate Worksheet

FEE DESCRIPTION	2013	2014	2015	2016	2017	2018*	2019*	2020*	2021*	2022*	2023*	2024*	2025*	2026*	2027*
GREEN FEES															
9 HOLE GREEN FEE - WD	$ 14.50	$ 14.50	$ 14.50	$ 14.50	$ 14.50	$ 15.00	$ 15.50	$ 16.00	$ 16.50	$ 17.00	$ 17.50	$ 18.00	$ 18.50	$ 19.00	$ 20.00
9 HOLE GREEN FEE - WE	$ 18.00	$ 18.00	$ 18.00	$ 18.00	$ 18.00	$ 18.50	$ 19.00	$ 19.50	$ 20.00	$ 20.50	$ 21.00	$ 21.50	$ 22.00	$ 22.50	$ 23.00
18 HOLE GREEN FEE - WD	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.50	$ 23.00	$ 23.50	$ 24.00	$ 24.50	$ 25.00	$ 25.50	$ 26.00	$ 26.50	$ 27.00
18 HOLE GREEN FEE - WE	$ 29.00	$ 29.00	$ 29.00	$ 29.00	$ 29.00	$ 29.50	$ 30.00	$ 30.50	$ 31.00	$ 31.50	$ 32.00	$ 32.50	$ 33.00	$ 33.50	$ 34.00
CART FEES															
9 HOLE CART - WD	$ 12.00	$ 12.00	$ 12.00	$ 12.00	$ 12.00	$ 12.50	$ 13.00	$ 13.50	$ 14.00	$ 14.50	$ 15.00	$ 15.50	$ 16.00	$ 16.50	$ 17.00
9 HOLE CART FEE - WE	$ 13.00	$ 13.00	$ 13.00	$ 13.00	$ 13.00	$ 13.50	$ 14.00	$ 14.50	$ 15.00	$ 15.50	$ 16.00	$ 16.50	$ 17.00	$ 17.50	$ 18.00
18 HOLE CART FEE - WD	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.50	$ 16.00	$ 16.50	$ 17.00	$ 17.50	$ 18.00	$ 18.50	$ 19.00	$ 19.50	$ 20.00
18 HOLE CART FEE - WE	$ 19.00	$ 19.00	$ 19.00	$ 19.00	$ 19.00	$ 19.50	$ 20.00	$ 20.50	$ 21.00	$ 21.50	$ 22.00	$ 22.50	$ 23.00	$ 23.50	$ 24.00
PULL CART	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.25	$ 6.50	$ 6.75	$ 7.00	$ 7.25	$ 7.50	$ 7.75	$ 8.00	$ 8.25	$ 8.50
TRAIL FEE	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.25	$ 14.50	$ 14.75	$ 15.00	$ 15.25	$ 15.50	$ 16.00	$ 16.25	$ 16.50	$ 16.75
ANNUAL PASSES															
4 DAY (MON - THURS)	$ 450	$ 475	$ 500	$ 550	$ 600	$ 625	$ 650	$ 675	$ 700	$ 725	$ 750	$ 775	$ 800	$ 825	$ 850
5 DAY (MON - FRI)	$ 950	$ 950	$ 950	$ 950	$ 950	$ 975	$ 1,000	$ 1,025	$ 1,050	$ 1,075	$ 1,100	$ 1,125	$ 1,150	$ 1,175	$ 1,200
7 DAY PASS	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,550	$ 1,600	$ 1,650	$ 1,650	$ 1,700	$ 1,750	$ 1,800	$ 1,850	$ 1,900	$ 1,950
FAMILY PASS	$ 1,600	$ 1,600	$ 1,600	$ 1,600	$ 1,600	$ 1,650	$ 1,700	$ 1,750	$ 1,800	$ 1,850	$ 1,900	$ 1,950	$ 2,000	$ 2,050	$ 2,100
SUMMER YOUTH PASS	$ 150	$ 150	$ 150	$ 150	$ 150	$ 155	$ 160	$ 165	$ 170	$ 175	$ 180	$ 185	$ 190	$ 195	$ 200
7 DAY YOUTH PASS	$ 425	$ 425	$ 425	$ 425	$ 425	$ 450	$ 500	$ 550	$ 600	$ 650	$ 700	$ 750	$ 800	$ 850	$ 900
RANGE BALLS	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 6.75	$ 7.00	$ 7.25	$ 7.50	$ 7.75	$ 8.00	$ 8.25	$ 8.50	$ 8.75	$ 9.00

* 2018-2027 actual rates will be adjusted by the Annual Rate of Inflation of the previous year; rates shown are estimated for use in this proposal only
All rates are the maximum that can be charged, actual annual rates will be set by RGM

NOTES:

1. All fees do not include sales tax
2. All cart fees are per person
3. Single rider will be charged the appropriate cart fee plus a $2 single rider fee
4. Weekend rates are charged on Friday, Saturday, Sunday and all government holidays
5. All passes are valid from January 1 thru December 31
6. 4 day pass is valid Monday - Thursday
7. 5 day pass is valid Monday - Friday
8. Family pass is valid for 2 adults and 2 children under the age of 21
9. 7 day youth pass is valid Monday -Friday anytime, Saturday & Sunday after 1PM
10. Summer youth pass is vaid June - August, weekdays after 12PM, weekends after 3PM

APPENDIX E

INFORMATION ON PROPOSER

EXHIBIT A: INFORMATION CONCERNING PROPOSER

Date Submitted: **November 1, 2012**

THE FOLLOWING INFORMATION IS TO BE FURNISHED BY PROPOSER and must be sworn to, before a notary public, b an officer (authorized representative) of the Proposer who has the responsibility and authority to bind the company statements made. Attach additional sheets as may be necessary to completely answer each question.

1. FIRM BACKGROUND AND OWNERSHIP

Name of Firm (exactly as it is to appear on the Agreement):

Robertson Golf Management, Inc.

Principal Office Address:

P.O. Box 695
Huntsville, Alabama 35804

Telephone Number:

256.653.4036

Contact Person:

David Robertson

Form of Business:

Corporation

CORPORATION STATEMENT

If a corporation, answer the following:

When incorporated?

August 29, 1997

Where incorporated?

Madison County, State of Alabama

Is the corporation authorized to do business in Alabama?

Yes, January 1998

The corporation is held:

Privately

Furnish the name and address of each officer, director and principal shareholders owning 10% or more of the corporation's issued stock.

OFFICER'S NAME	**POSITION**
David L. Robertson	President
Steven L Robertson	V. President
Dena H. Robertson	Secretary
Lisa D. Robertson	Treasurer

2. EXPERIENCE

A. Furnish a resume detailing Proposer's background and qualifications.

Robertson Golf Management, Inc. has been managing the Becky Peirce Municipal Golf Course for the past fifteen (15) years. See our proposal Appendix F for resumes on the management team.

B. Have any agreements held by Proposer, or any officer, director, partner, or joint venture of Proposer, for the operation of the golf course or related services been cancelled?

No

C. Has Proposer, or any officer, director, partner, or joint venture of Proposer, ever been sued by anyone for issues pertaining to fee payments, rental payments and/or performance?

No

D. Bankruptcy Information – Have you ever declared bankruptcy?

No

E. Has Proposer, or any officer, director, partner, or joint venture of Proposer, ever been convicted of any criminal offense other than traffic violations not involving the use , consumption, or presence of alcohol or drugs?

No

F. List each and every golf course you currently operate:

Beck Peirce Municipal Golf Course
2151 Airport Road
Huntsville, Alabama 35801
Owner: City of Huntsville
Contact: Greg Patterson 256.564.8026

G. List each and every golf course you have previously operated over the past ten years but are not currently operating.

None

H. List the top five courses you currently operate as it relates to quality.

Becky Peirce Municipal Golf Course
Last year 35,000+ rounds
Net income: C
Quality: Gold (platinum best, bronze worst)
Gross Revenue: $850,000

3. REFERENCES

Renasant Bank

4. FINANCIAL REPORTS

RGM is a privately held corporation doing business with the City of Huntsville for the past fifteen years.

5. OTHER INFORMATION

Reference our proposal

6. SIGNATURE

A. If Proposer is an INDIVIDUAL, sign here.

_____
Name

_____
Type or Print Name

_____
Doing Business As

B. If Proposer is a PARTNERSHIP OR JOINT VENTURE, at least two (2) Partners or each of the Joint Ventures must sign here:

_____
Partnership or Joint Venture Name

By:_____ By:_____
Member of Partnership or Joint Venture — Member of Partnership or Joint Venture

C. If Proposer is a CORPORATION, the duly authorized officers must sign here:

Robertson Golf Management, Inc.
Corporation Name

BY: [signature]

Title: President

BY: _____

Title: _____

Subscribed and sworn before me this the 30th day of October, 2012.

Patti Celeste White
Notary Public

My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Feb 14, 2015 BONDED THRU NOTARY PUBLIC UNDERWRITERS

APPENDIX F

RESUMES

DAVID L. ROBERTSON

EXPERIENCE

President & Owner 1998 - Present
Robertson Golf management, Inc., Huntsville, AL.
Responsible for the operation and management of the Becky Peirce Municipal Golf Course.

President & Owner 1995 - 1999
Paradigm Automation, Inc., Huntsville, AL.
Responsible for all activities of a $2M/year corporation.

Project Manager and Engineering Manager 1989 - 1995
Pratt & Whitney Waterjet Systems/USBI, Huntsville, AL.

Engineering Group Manager and Project Engineer 1985 - 1989
General Motors Corporation, CPC Group, Tech Center, Warren, MI.

Robotics Engineer 1981 - 1985
General Motors Corporation, CPC Group, Tech Center, Warren, MI.

Robotics Engineer and Co-op Student 1976 - 1981
General Motors Corporation, Lakewood Assembly Plant, Atlanta, GA.

EDUCATION

General Motors Institute, Flint, Michigan
B.S. Mechanical – Electrical Engineering

Oakland University, Rochester, Michigan
Graduate Studies – MBA

COMMUNITY INVOLVEMENT

Assistant Football Coach – Hampton Cove Middle School
Founding Member - Cove United Methodist Church
Local School Athletic Field Maintenance Support

STEVEN L. ROBERTSON

EXPERIENCE

Vice-President & Owner 1998 - Present
Robertson Golf Management, Inc., Huntsville, AL.
Responsible for the operation and management of the Becky Peirce Municipal Golf Course, a 18 hole golf course facility.

General Manager & Head Golf Professional 1995 - 1998
American Golf Corporation, Bacon Park Golf Course, Savannah, GA.
Responsible for all aspects of a city owned 27 hole golf facility.

General Manager & Head Golf Professional 1993 - 1995
American Golf Corporation, Charles T. Myers Golf Course, Charlotte, NC
Responsible for all aspects of a city owned 18 hole golf facility.

General Manager & Head Golf Professional 1992 - 1993
American Golf Corporation, Revolution Park Golf Course, Charlotte, NC

Head Golf Professional & Asst. General Manager 1991 - 1992
Carolina Shores Resort & Country Club, Myrtle Beach, SC

First Asst. & Interim Head Golf Professional 1989 - 1991
Arcadian Shores Resort, Myrtle beach, SC

Assistant Golf Professional 1988 - 1989
Deer Tracks Golf & Country Club, Myrtle beach, SC

EDUCATION

Western Carilina University, Cullowhee, NC
B.S. Sports Management
PGA Business Schools I & II

COMMUNITY INVOLVEMENT

Volunteer Asst. – Grissom Golf Team
Member – Willowbrook Baptist Church

KEN HEALY, Jr.

EXPERIENCE

Superintendent 1998 - Present
Robertson Golf management, Inc., Huntsville, AL.
Responsible for the all maintenance activities of the Becky Peirce Municipal Golf Course.

Superintendent 1996 - 1998
Bacon Park Golf Course, Savannah, GA.

Assistant Superintendent 1995 - 1996
River Oaks Golf Plantation, Myrtle Beach, SC

Assistant Superintendent 1993 - 1995
Gates Four Golf & Country Club, Fayetteville, NC

Landscaper 1991 - 1993
Waterway Hills Golf Club, Myrtle Beach, SC

Groundskeeper 1986 – 1991
Resort Golf, Myrtle Beach, SC

EDUCATION

Horry-Georgetown Technical College, Conway, SC
A.S. Agriculture, Minor Golf Course Management

Member – Golf Course Superintendent's Association

APPENDIX G

CITY PROPERTY LIST 2012

City Property List 3/2012

Golf Course

Irrigation system w/ pumps, computer, MIM, satellites, heads, etc.
Tee markers & tombstones
Ball washers
Trash cans
Bunker rakes
Flags & cups
Fans
Aluminum Benches
Water fountains & water cooler houses
Yardage posts & plates
Signage & posts
Driving range markers & bag stands
Range machine

Maint Shop

Gas & diesel tanks
Ball washer
Desks (2) and office chairs
File cabinet – office & hall
Bookcase - office
Irrigation control computer & MIM
Irrigation control boards – spares
Irrigation heads – spares
Irrigation system as-builts & mark-ups
Time clock & rack
Lockers – bathrooms
White boards
Fire extinguishers
Work benches & shelving in shop

SS chemical table
Coffee pot – upstairs
Upstairs shelving
Round Tables – upstairs

Cart Building

Shelving & work bench
Time clock & rack
Lockers
Tables
Fryer & grill
Sandwich cooler

Clubhouse

Server, workstation, cash drawer, printer, printer stand
Desks & chairs in office & storage building
Tables & chairs
File cabinet in office
Desk, round table and chairs - office
Pro Shop counters (5 sections)
Shelving in kitchen & back room
Sandwich prep table/cooler with end shelf unit
F & B cabinets & fountain drink stand
Patio furniture
Bag stand
Shoe cleaners
Trash cans

APPENDIX H

OUT-PLAY ROUGH LIST

Out-Play Rough List BPGC 2012

Following is a list of areas considered to be out-play rough

- Becky's Garden area
- Pine groves on #1
- Between 1 & 9
- Between 1 green & 2 tee
- Left of 3 cart path
- Pump house
- Back of 4 tee
- Left of 4
- Between 3 green & 4 & 6
- Woods 4 & 5
- Back of 4 pond
- Left 5 pond
- Left & back of 5 green
- Right of 5 green & woods
- Woods 6-7
- Between 7 & 8
- Behind 7 green
- Hill 6 tee & 8 tee
- Nursery green
- Between 10 & 11
- Between 11 & 14
- Trees behind 10 green
- Between 10 green & 15 tee
- Maintenance shop
- Mounds left 13
- Left 14
- Left 15
- Left 16
- Between 16 tee & 18 tee & 17
- Left 18
- Driving range
- Front parking lots
- Front gate

EXHIBIT C

DESCRIPTION OF PROPERTY

All that certain tract or parcel of land situate, lying and being in the City of Huntsville, Madison County, Alabama generally known as the Huntsville Municipal Golf Course as shown on the attached site map.

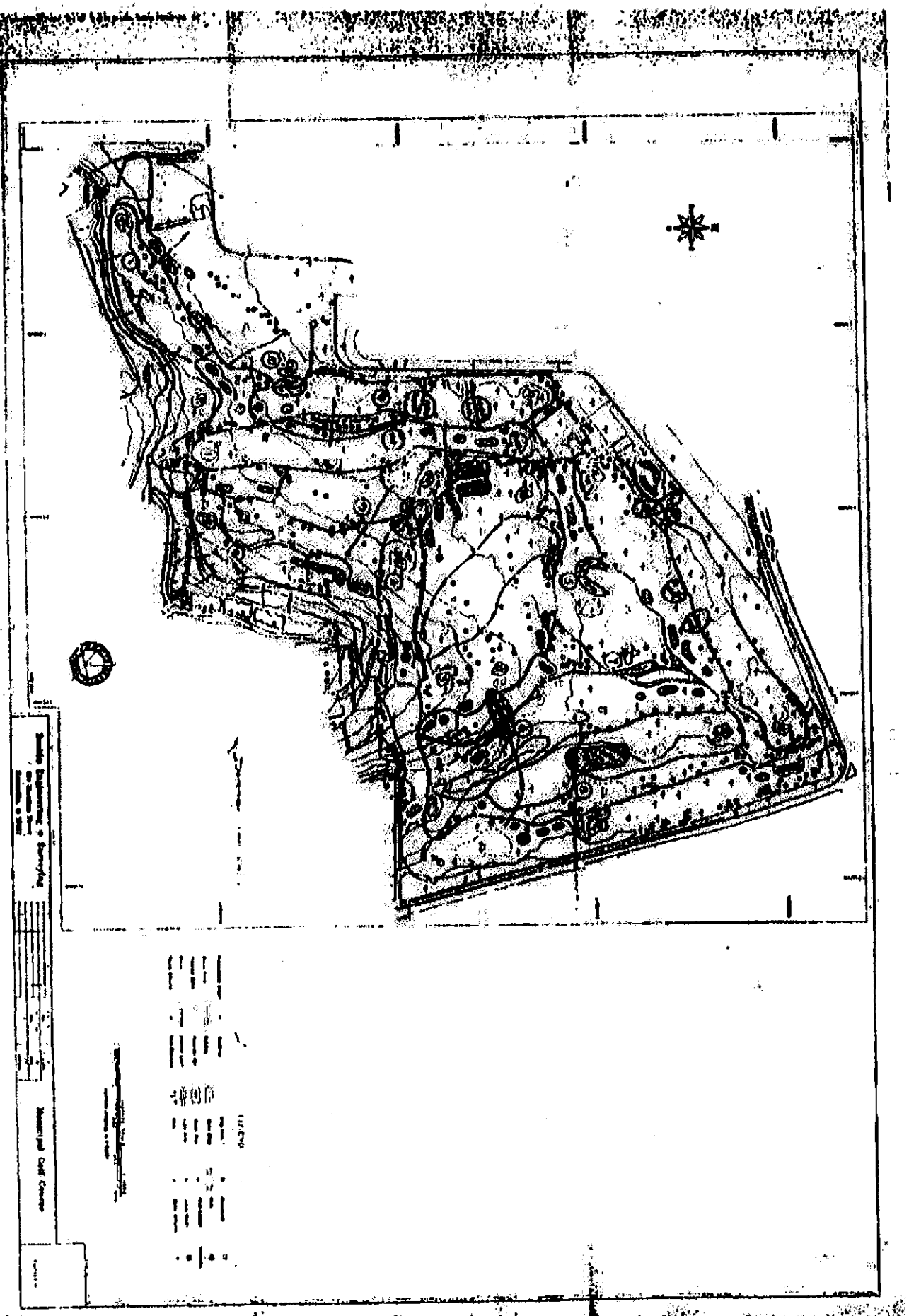

Exhibit D

City Equipment, Furnishings and Machinery List

Golf Course

Irrigation system w/ pumps, computer, MIM, satellites, heads, etc.
Tee markers & tombstones
Ball washers
Trash cans
Bunker rakes
Flags & cups
Fans
Aluminum Benches
Water fountains & water cooler houses
Yardage posts & plates
Signage & posts
Driving range markers & bag stands
Range machine

Maintenance Shop

Gas & diesel tanks
Range Ball washer
Desks (2) and office chairs
File cabinet – office & hall
Bookcase - office
Irrigation control computer & MIM
Irrigation control boards – spares
Irrigation heads – spares
Irrigation system as-builts & mark-ups
Time clock & rack
Lockers – bathrooms
White boards

Exhibit B City Equipment, Furnishings and Machinery List (cont.)

Fire extinguishers
Work benches & shelving in shop
Chemical table
Coffee pot – upstairs
Upstairs shelving
Round Tables – upstairs

Cart Building

Shelving & work bench
Time clock & rack
Lockers
Tables
Fryer & grill
Sandwich cooler

Clubhouse

Server, workstation, cash drawer, printer, printer stand
Desks & chairs in office and storage building
Tables & chairs
File cabinet in office
Desk, round table and chairs - office
Pro Shop counters (5 sections)
Shelving in kitchen & back room
Sandwich prep table/cooler with end shelf unit
F & B cabinets & fountain drink stand
Patio furniture
Bag stand
Shoe cleaners
Trash cans

Exhibit E Becky Peirce Municipal Rate Worksheet

FEE DESCRIPTION	2013	2014	2015	2016	2017	2018*	2019*	2020*	2021*	2022*	2023*	2024*	2025*	2026*	2027*
GREEN FEES															
9 HOLE GREEN FEE - WD	$ 14.50	$ 14.50	$ 14.50	$ 14.50	$ 14.50	$ 15.00	$ 15.50	$ 16.00	$ 16.50	$ 17.00	$ 17.50	$ 18.00	$ 18.50	$ 19.00	$ 20.00
9 HOLE GREEN FEE - WE	$ 18.00	$ 18.00	$ 18.00	$ 18.00	$ 18.00	$ 18.50	$ 19.00	$ 19.50	$ 20.00	$ 20.50	$ 21.00	$ 21.50	$ 22.00	$ 22.50	$ 23.00
18 HOLE GREEN FEE - WD	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.50	$ 23.00	$ 23.50	$ 24.00	$ 24.50	$ 25.00	$ 25.50	$ 26.00	$ 26.50	$ 27.00
18 HOLE GREEN FEE - WE	$ 29.00	$ 29.00	$ 29.00	$ 29.00	$ 29.00	$ 29.50	$ 30.00	$ 30.50	$ 31.00	$ 31.50	$ 32.00	$ 32.50	$ 33.00	$ 33.50	$ 34.00
CART FEES															
9 HOLE CART - WD	$ 12.00	$ 12.00	$ 12.00	$ 12.00	$ 12.00	$ 12.50	$ 13.00	$ 13.50	$ 14.00	$ 14.50	$ 15.00	$ 15.50	$ 16.00	$ 16.50	$ 17.00
9 HOLE CART FEE - WE	$ 13.00	$ 13.00	$ 13.00	$ 13.00	$ 13.00	$ 13.50	$ 14.00	$ 14.50	$ 15.00	$ 15.50	$ 16.00	$ 16.50	$ 17.00	$ 17.50	$ 18.00
18 HOLE CART FEE - WD	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.50	$ 16.00	$ 16.50	$ 17.00	$ 17.50	$ 18.00	$ 18.50	$ 19.00	$ 19.50	$ 20.00
18 HOLE CART FEE - WE	$ 19.00	$ 19.00	$ 19.00	$ 19.00	$ 19.00	$ 19.50	$ 20.00	$ 20.50	$ 21.00	$ 21.50	$ 22.00	$ 22.50	$ 23.00	$ 23.50	$ 24.00
PULL CART	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.25	$ 6.50	$ 6.75	$ 7.00	$ 7.25	$ 7.50	$ 7.75	$ 8.00	$ 8.25	$ 8.50
TRAIL FEE	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.25	$ 14.50	$ 14.75	$ 15.00	$ 15.25	$ 15.50	$ 16.00	$ 16.25	$ 16.50	$ 16.75
ANNUAL PASSES															
4 DAY (MON - THURS)	$ 450	$ 475	$ 500	$ 550	$ 600	$ 625	$ 650	$ 675	$ 700	$ 725	$ 750	$ 775	$ 800	$ 825	$ 850
5 DAY (MON - FRI)	$ 950	$ 950	$ 950	$ 950	$ 950	$ 975	$ 1,000	$ 1,025	$ 1,050	$ 1,075	$ 1,100	$ 1,125	$ 1,150	$ 1,175	$ 1,200
7 DAY PASS	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,550	$ 1,600	$ 1,650	$ 1,650	$ 1,700	$ 1,750	$ 1,800	$ 1,850	$ 1,900	$ 1,950
FAMILY PASS	$ 1,600	$ 1,600	$ 1,600	$ 1,600	$ 1,600	$ 1,650	$ 1,700	$ 1,750	$ 1,800	$ 1,850	$ 1,900	$ 1,950	$ 2,000	$ 2,050	$ 2,100
SUMMER YOUTH PASS	$ 150	$ 150	$ 150	$ 150	$ 150	$ 155	$ 160	$ 165	$ 170	$ 175	$ 180	$ 185	$ 190	$ 195	$ 200
7 DAY YOUTH PASS	$ 425	$ 425	$ 425	$ 425	$ 425	$ 450	$ 500	$ 550	$ 600	$ 650	$ 700	$ 750	$ 800	$ 850	$ 900
RANGE BALLS	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 6.75	$ 7.00	$ 7.25	$ 7.50	$ 7.75	$ 8.00	$ 8.25	$ 8.50	$ 8.75	$ 9.00

* 2018-2027 actual rates will be adjusted by the Annual Rate of Inflation of the previous year; rates shown are estimated for use in this proposal only
All rates are the maximum that can be charged, actual annual rates will be set by RGM

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2. All cart fees are per person
3. Single rider will be charged the appropriate cart fee plus a $2 single rider fee
4. Weekend rates are charged on Friday, Saturday, Sunday and all government holidays
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7. 5 day pass is valid Monday - Friday
8. Family pass is valid for 2 adults and 2 children under the age of 21
9. 7 day youth pass is valid Monday -Friday anytime, Saturday & Sunday after 1PM
10. Summer youth pass is vaid June - August, weekdays after 12PM, weekends after 3PM

Exhibit F

City Policies

1. The City permits beer and wine to sold but does not permit the sale of liquor.

2. The City permits players to bring soft drinks, sports drinks and water to the course with them for personal consumption during play.

3. The City prohibits players to bring alcoholic beverages to the course.

4. The City permits players electing to do so to use push carts or carry their bags while playing the course. Golf carts are not mandated at any time.

5. Private carts are allowed at a reasonable trail fee.

6. City employees will receive a discount for play (see Section 8.1)

Exhibit G

Capital Improvement List

Year 1

1. Renovate the nursery, chipping, 14 & 16 greens. Includes restoring green size and converting from bent grass to Mini Verde Bermuda grass

2. Upgrade irrigation computer hardware and software to the Rainbird Stratus LT system

3. Convert the nursery, chipping, 14 & 16 greens irrigation stations (block) to in/out

4. Misc. Projects – Replace fogged glass at clubhouse, install turf and Azek pavers on #7 cart path, final grade & sod #14 tee, continue to work on bare areas #1,3,4,5,9

Years 2 & 3

- Complete renovation of back nine greens & putting green (8 total) and convert greens irrigation from block to in/out

- Complete renovation of front nine greens (9 total) and convert greens irrigation from block to in/out

Exhibit H Maintenance Standards

The following details the standard for the maintenance of the Becky Peirce Municipal Golf Course located in the City of Huntsville, Alabama. These detailed plans are provided to establish a minimum standard for the maintenance of this golf course in order to maintain the premises consistent with a quality public municipal golf course. The goal is to keep the course conditions that are consistent and to assure that the customer receives a consistent value for his/her money.

a. Greens, Putting Greens and Nursery Green

All greens will be mowed daily except when weather conditions are not favorable for mowing. The cups will be changed at least five times per week during the golf season (March-October) and as required in the off-season (November-February).

All greens shall be aerified and/or deep-tined at least two times per year. All greens are to be top dressed following each aerification. Additional top dressings will be applied as needed to maintain a smooth putting surface. The top dressing material used will be in accordance with USGA specifications for the sand. All greens will be verticut regularly during the growing seasons to minimize the grain on the greens.

The greens will be fertilized in accordance with a monthly program determined by the golf course superintendent. This program will be based on the turf needs and the environmental conditions. Soil samples will be taken at least annually to assist in adjusting and updating the fertilization plan. All greens will be treated with the required fungicides, insecticides and herbicides on a preventative and or/curative basis as necessary. All greens will be monitored daily during periods of heat stress and will be syringed as required to maintain the turf.

b. Tees, Collars and Approaches

All tees, collars and approaches (including driving range tees) will be mowed at least three times per week during the turf growing season (April-September) and at as required in the off-season (October-March). They will be maintained at a height of 7/16" to 5/8". All grass clippings will be captured by the mower. All tees, collars and approaches will be fertilized and pre-emerged to keep them weed free and completely turfed. All tees will be aerified, verticut and top dressed at least once per year.

c. Fairways

All fairways will be mowed at least two times per week during the turf growing season (April-September) and at as required in the off-season (October-March). They will be maintained at a height of 7/16" to 5/8". Mower clippings will be managed. All fairways will be fertilized and pre-emerged to keep them weed free and completely turfed. They will be aerified and verticut on an as needed basis to maintain thatch control and turf quality.

d. In-Play Rough

All in-play rough will be mowed at least once per week during the turf growing season (April-September) and as required in the off-season (October-March). They will be maintained at a height of 1" to 2". All in-play roughs will be fertilized and pre-emerged to keep them 90% weed free and completely turfed. They will be aerified on an as needed basis to maintain thatch control and turf quality.

e. Out-of-Play Rough

All out-of-play rough and fence lines will be mowed on an as needed basis to maintain the turf at a height to allow the golfer to locate his ball and to assure that the pace of play is not adversely affected. All out-of-play roughs will be fertilized and pre-emerged to keep them 75% weed free.

f. Bunkers

All sand traps will be raked at least three times per week during the golf season (March-October) and at least once per week in the off-season (November-February). They will be edged as a minimum of twice per year. All traps will be maintained with a 4" sand depth on all slopes and bottoms. Replacement sand added will be USGA approved bunker sand. All bunkers will be stocked with at least three bunker rakes. Rakes will be maintained in good working order and replaced if broken or damaged.

g. Driving Range

The driving range building, range machine and range picker will be maintained in proper working order. The driving range tee divots will be regularly filled and top dressed with sand. The tee areas will be fertilized, verticut and top dressed at least twice per year. The range turf shall be maintained in accordance with standard for out-of-play rough.

h. On-course Landscape Areas

The following landscape areas; Becky's Garden (area between #1 tee and #9 green), two islands adjacent to #10 tee and driving range tees, two islands located left of #13 cart path and the front entrance islands will be maintained on a regular basis. Bushes and trees will be properly trimmed and maintained. Beds will be mulched as required.

i. Irrigation

The complete irrigation system including heads, valves, controllers, computers, pumps, pump house, wiring and piping/plumbing will be maintained. We will repair or replace heads, solenoids, controllers, etc. as needed to maintain the proper operation of the system and to support proper turf quality.

j. Edging

Edging will be done on an as needed basis, around all ponds, fences, posts, tee signs, trash cans, posts, yardage markers, tree bases, etc. to prevent overgrown grass from obstructing these items.

k. Cart Paths

All cart paths will be maintained in a smooth condition and repaired promptly as needed.

l. Trees

All trees will be pruned as required for protection from wind and pests as well as for appearance and in a manner to assure that pace of play is not adversely affected. All damaged and dead trees, from whatever cause, shall be inspected by the City Arborist to determine the proper course of action. All dead and damaged trees will be removed when authorized.

The leaves will be maintained on the course during the fall & winter. The leaves will be mulched, blow and swept as required keep the course clean to allow the golfer to locate his/her ball and to assure that the pace of play is not adversely affected.

m. Fences

All broken or damaged fencing, gates and locks located within the boundaries of the golf course property will be maintained. Leaves trapped at the bottom of the exterior fences will cleaned out and mulched the at least once per year.

n. Clubhouse

The clubhouse building (inside & outside), porch and storage building located adjacent to the back porch will be maintained. This includes maintaining all clubhouse grounds and turf, beds, bushes and plants. Also included is the maintenance and repair of the heat & A/C system, all electrical/plumbing and security system, parking lots and lighting, fencing and signage. A termite bond will be maintained in effect for the term of the agreement.

All restrooms will be maintained daily in a manner to provide a clean and sanitary facility for use by the public and employees at the course. Soap, towels, toilet paper and dispensers will be provided in adequate quantity at all times. The clubhouse floor areas will be vacuumed, swept and mopped daily.

o. Maintenance and Cart Buildings

The maintenance building (located adjacent to #13 tee) and the cart building (located behind #3 tee) will be maintained. This includes maintenance of all grounds, beds, bushes and plants. Also included is the maintenance and repair of the heat & A/C system, all electrical/plumbing and security system, parking lots and fencing. The maintenance building roof and gutters will be cleaned out at least once per year. RGM is not responsible for the maintenance and repair of the bath room located in back of maintenance shop.

p. On-Course Buildings

All the support structures located on the golf course will be maintained. These structures include the pump house, range building, bath house located by #6 tee and the rain shelter located by #11 tee. RGM is not responsible for the running trail bath house located left of hole #17 and the bathroom located behind the maintenance building.

q. Pine Groves

The pine grove areas located on hole #1 will be regularly sprayed for weeds and the pine needles will be managed.

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 2/28/13

Action Requested By:
Recreation Services

Agenda Item Type
Resolution

Subject Matter:
Agreement with Robertson Golf Management, Inc. for the operation of the Becky Peirce Municipal Golf Course.

Exact Wording for the Agenda:
Resolution Authorizing the Mayor to enter into an Agreement with Robertson Golf Management, Inc. for the operation of the Becky Peirce Municipal Golf Course.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow
and accomplish and; any other information that might be helpful.

Associated Cost: _____

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: _____ Date: 2-12-13

revised 3/12/2012

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Recreation Services** Council Meeting Date: 2/28/13

Department Contact: **Greg Patterson** Phone # **8021**

Contract or Agreement: **City of Huntsville and Robertson Golf Management, Inc. for the operation of th...**

Document Name: **City of Huntsville and Robertson Golf Management, Inc. for the operation of the Beck...**

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements

Select...	Select...

Grant-Funded Agreements

Select...	Grant Name:

Department	Signature	Date
1) Originating	Greg Patterson	2-12-13
2) Legal	Barry Colgate	2-12-13
3) Finance	[signature]	2/12
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		