

SUBJECT: APPROVAL OF COAL CREEK GOLF COURSE FOOD & BEVERAGE SERVICES CONTRACT

DATE: SEPTEMBER 17, 2024

PRESENTED BY: ADAM BLACKMORE, PROS DIRECTOR

OVERVIEW:

The City of Louisville and Coal Creek Golf Course utilize contracted services for food and beverage/concessionaire offerings in the Golf Course clubhouse and on the Golf Course property. The current agreement expires at the end of 2024. The opportunity to bid for services after 2024 was posted on Bidnet and the City's website on 5/23/24 and in the Daily Camera on 6/2. The City received one complete bid for services (Western Golf Hospitality) and would like to proceed with the approval of a services contract beginning in 2025.

FISCAL IMPACT:

Contracted financial terms to Louisville include: Annual reimbursement of sales tax due, Annual Concession Fee of \$30,000, and 5% of gross sales over \$575,000.

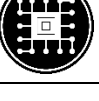
RECOMMENDATION:

Award service contract for Coal Creek Golf Course food and beverage services to Western Golf Hospitality.

ATTACHMENT(S):

1. Western Golf Hospitality Contract
2. Western Golf Hospitality Bid

STRATEGIC PLAN IMPACT:

☒		Financial Stewardship & Asset Management	☐		Reliable Core Services
☐		Vibrant Economic Climate	☒		Quality Programs & Amenities
☐		Engaged Community	☐		Healthy Workforce
☐		Supportive Technology	☐		Collaborative Regional Partner

**INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE
CITY OF LOUISVILLE AND WESTERN GOLF HOSPITALITY LLC FOR
FOOD AND BEVERAGE CONCESSION SERVICES**

This Independent Contractor Agreement, hereinafter called the "Agreement," is made and entered into this _____ day of _____, 2024, by and between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation, located at 749 Main Street, Louisville, Colorado, 80027, hereinafter called "City," and WESTERN GOLF HOSPITALITY LLC, dba The Grill at Coal Creek, a Colorado limited liability company, located at 600 S. Race St, Denver, Colorado hereinafter called "Concessionaire."

ARTICLE 1

Concession Space

1.1 **Definition of Concession Space.** For the purposes of this Agreement, the "Concession Space" shall mean the following areas at the Coal Creek Golf Course, 585 W. Dillon Road, Louisville, Colorado, 80027:

The west three-fourths of the main floor in the Clubhouse building, restrooms, and common entry, plus the adjacent outdoor patio, shade shelter, which areas are depicted on the drawing attached hereto as Exhibit A, which is incorporated herein by this reference, and other space adjacent to the Clubhouse building or on the golf course grounds as may be needed based upon specific demand for service, and upon prior approval by the City Representative (as defined in Section 17.13, below).

1.2 **Use of Concession Space.** The Concessionaire shall have use of the Concession Space for the purpose of offering food, non-alcoholic beverages, licensed alcoholic beverages, and related services to golfers using Coal Creek Golf Course and to the public.

ARTICLE 2

Concessionaire's Use of the Clubhouse and the Concession Space

2.1 **In General.** Subject to other limitations expressed in this Agreement, the City grants to Concessionaire the right of exclusive use of the Concession Space and the right to use in common with others the public areas of the

Clubhouse building and the grounds of the Coal Creek Golf Course in conjunction with its food and beverage operations (and for no other purpose) in such spaces and manner as may be prescribed by the City.

2.2 Smoking. Smoking instruments, electronic smoking devices and tobacco and marijuana products of any kind shall not be sold or otherwise supplied by Concessionaire at Coal Creek Golf Course. Smoking is not permitted in any areas of the Clubhouse, on the adjacent patio, within 15 feet of any entrances, or the shade shelter located on the golf course property. Concessionaire shall comply with any other requirements of applicable City of Louisville ordinances and Colorado state law regarding smoking, electronic smoking devices and tobacco products.

2.3 Restriction on Items Offered for Sale. Concessionaire may offer such non-food or non-beverage items as are incidental to its food and beverage service, except for smoking instruments, electronic smoking devices and tobacco and marijuana products, as prohibited by Section 2.2.

2.4 Compliance with Applicable Law. The Concessionaire agrees to comply fully with all applicable state and federal laws and regulations and municipal ordinances, as well as all rules and regulations, policies, and procedures adopted by the City or Parks, Recreation and Open Space Department having jurisdiction over Coal Creek Golf Course.

ARTICLE 3

Rights of Ingress and Egress

3.1 In General. The Concessionaire shall have the right of ingress and egress to and from the Clubhouse and Concession Space for Concessionaire's employees, agents and invitees to the extent reasonably necessary in connection with the conduct of Concessionaire's business under this Agreement. Areas designated as restricted areas by the City shall be excluded.

3.2 Closures. The City may, at any time, temporarily or permanently, close, consent to, or request the closing of any roadway or any other way, presently or hereafter used as such, that may provide access to the Clubhouse or Coal Creek Golf Course, so long as a reasonable and safe means of ingress and egress to the Clubhouse remains available to Concessionaire.

ARTICLE 4

Undertakings of Concessionaire

4.1 Service. Concessionaire agrees as follows:

4.1.1 Except as provided in Article 9, the Concessionaire shall furnish and pay for all equipment, goods, labor, transportation, supervision and services necessary to provide food and beverage services in accordance with this Agreement.

4.1.2 Services provided by the Concessionaire shall include the maintenance of an adequate stock of food and beverage supplies, condiments, dishes, silverware, napkin dispensers, salt and pepper shakers, cups and glassware, and any kitchen utensils or bar equipment as necessary to serve the demand for such items at the Coal Creek Golf Course.

4.1.3 Concessionaire acknowledges the desire and obligation of the City to provide golfers and the public high quality food and beverages and a high level of public service. Therefore, Concessionaire agrees to offer for sale from the Concession Space only high quality food and beverages at fair and competitive pricing, relative to comparable restaurant facilities in Louisville. If, in the opinion of the City, the pricing is not comparable, or the selection of items offered is inadequate or not of high quality, or if any of the items are found to be objectionable for display and/or sale in a public facility, then the pricing shall change or the items shall be removed or replaced as required by the City. The City Representative shall meet and confer with Concessionaire regarding such matters. However, Concessionaire acknowledges that the City's determination as to the same shall be conclusive. Failure of Concessionaire to correct, rectify or modify its prices or quality within five (5) days of being advised in writing to do so shall be cause for default.

4.1.4 Concessionaire shall submit bi-annually to the City for review a list of all items to be sold in the Concession Space, and proposed prices for all such items. The Concessionaire shall submit to the City in writing all subsequent item and price changes.

4.2 Hours of Operation. Subject to the exception for inclement weather expressed in 4.2.2 below, the food service operation shall be open for business not less than one-half hour before the first available tee time and remain open until at least sundown (April 1 to October 31). Specifically, the parties agree that full food service shall commence at 7 am, and that prior to that time, Concessionaire will have grab and go food options for purchase.

4.2.1 The parties agree that the hours of operation during the months of November, December, January, February, and March, shall be from no later than 10:00 a.m. to no earlier than 2:00 p.m. daily, at a minimum. However, the Concessionaire shall not be required to operate the concession when the golf course is closed due to bad weather or other reasons as decided by the City.

4.2.2 Throughout the year, Concessionaire may, in its own discretion, close the concession during inclement weather, or provide less than a full-service operation pending customer demand during specified times, unless the closure or service level is objected to by the City, in which case the Concessionaire shall adjust its operations in order to satisfy the City's objections.

4.3 Special Events Option. Concessionaire shall have the first option, upon request by the City or the Coal Creek Head Golf Professional or his/her designee, but shall not be obligated, to provide luncheons or other meals for special occasions, including but not limited to league meetings and tournaments. In the event such a request is made and Concessionaire elects not to provide such services, the City or the Coal Creek Head Golf Professional or his/her designee, may provide food and beverage services through other means. Such services shall not make use of the non-public areas of the Concession Space, unless approved by Concessionaire.

4.4 4th of July. Section 4.3 notwithstanding, the City retains the right to host the 4th of July Celebration at Coal Creek Golf Course including the right to contract with food trucks and outside food and non-alcoholic beverage vendors to promote and sell food, non-alcoholic beverages and merchandise as approved by the City and coordinated with the Concessionaire.

4.5 Concessionaire Personnel. Concessionaire shall control the conduct and demeanor of its agents and employees. If the City so requests, Concessionaire agrees to supply and require its employees to wear suitable attire and to wear or carry badges or other suitable means of identification, the form of which shall be subject to prior and continuing approval of the City.

4.5.1 The Concessionaire agrees to provide to the City, when requested, a current list and completed background checks of employees, volunteers, and other representatives or agents of Concessionaire that will be working on behalf of Concessionaire in providing services to the City under this Agreement. The Concessionaire and the City acknowledge and agree that certain services provided by Concessionaire will require that employees, volunteers, and other representatives or agents of Concessionaire act in positions of trust which are those positions that will entail as a regular part of duties the handling of and accounting for funds of the City and City property, or will entail the engagement in direct contact with youth and other members of the general public. Accordingly, Concessionaire agrees that all employees, volunteers, and other representatives or agents of the Concessionaire in such positions of trust shall be screened at Concessionaire's expense.

4.5.2 In the event that a background check, or any other information available to the Concessionaire or the City, raises questions about the

trustworthiness, fitness for provision of services under this Agreement, competence or suitability of any individual for a position of trust of any kind, including handling of funds, City equipment or property, or working with youths or other members of the general public, the Concessionaire shall not allow such individuals to provide services required or permitted under this Agreement.

4.5.3 Upon receipt of written notice from the City of any reasonable objection from the City concerning trustworthiness, fitness for provision of services under this Agreement, competence or suitability of any individual for a position of trust of any kind, or concerning conduct, demeanor or competence of any employee or volunteer of Concessionaire, the Concessionaire shall immediately take all lawful steps to remove or otherwise address to the City's reasonable satisfaction the cause of the objection or to remove such individual from the performance of any services provided hereunder.

4.5.4 The following constitutes unacceptable personal conduct that the parties acknowledge and agree shall be subject to reasonable objection by the City. The parties acknowledge that other conduct not listed in this Section may be determined by the City to be reasonably expected to impair Concessionaire's ability to provide satisfactory services under this Agreement, and may also give rise to a reasonable objection by the City to which Concessionaire shall be expected to respond as set forth herein. In the event that Concessionaire, or the individual site manager if different from Concessionaire, commits any of the following examples of unacceptable conduct, or fails or refuses to take reasonable action to correct such conduct by any person providing services for or on behalf of Concessionaire hereunder, the City may give Concessionaire notice of violation and proceed in the manner set forth in Section 16.1.9.

- A. Commission or conviction of a felony, or of any crime involving moral turpitude;
- B. Theft or misuse of City money or property;
- C. Harassment of, or discrimination against, any individual based on race, religion, national origin, age, sex, sexual orientation, disability, gender identity, gender expression, or other status protected by state or federal laws;
- D. Falsification, unauthorized use or destruction of City records, reports or other data or information belonging to the City;
- E. Abusive or threatening treatment of any person, including, but not limited to physical, verbal, or written confrontation;
- F. Using, consuming, possessing, having in the body or distributing alcohol (except in the normal performance of concession services) or controlled substances as outlined by

- federal law during working time;
- G. Destruction, loss or abuse of City property;
- H. Unauthorized use of City equipment or property for personal use; or
- I. Possessing, distributing, or maintaining sexually explicit materials on City property.

4.6 Statements, Recordkeeping and Audits. Concessionaire shall keep accurate books and records of the business, including an accounting of all revenue and expenses of the concession operation, in accordance with good accounting practice and in such form as is satisfactory to the City. The Concessionaire hereby grants to the City the right to audit Concessionaire's books and records for its operation at Coal Creek Golf Course and agrees to make available to the City, or its authorized representative, at any time between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, at the City's choice of either the offices of the City or Coal Creek Golf Course, all records, books and relevant related information as may be required for audit purposes. If any audit reveals that Gross Sales for any payment period have been under-reported, Concessionaire shall pay the additional Concession Fees found to be due, all City costs incurred for the audit, and interest on the unpaid amount from the date due to the date paid in full at the rate of one and one-half percent (1.5%) per month.

4.7 Physical Interference. Concessionaire shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located in the Clubhouse or elsewhere at Coal Creek Golf Course.

4.8 Taxes. Concessionaire agrees to pay all local, state and federal social security, unemployment insurance, sales, use, personal property, possessory interest, and other taxes, assessments and payments-in-lieu which, during the Initial Term of this Agreement or any subsequent Renewal Term, may become a lien of which may be levied or charged by the State, County, City of Louisville or other tax-levying body upon or with respect to the Concession Space, or Coal Creek Golf Course, upon any taxable interest acquired by the Concessionaire in this Agreement, or any taxable possessory right which Concessionaire may have in or to the Concession Space or facilities or the improvements thereon, by reason of Concessionaire's occupancy or use thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by Concessionaire or taxes on Concessionaire's operations or activities in or about the Concession Space, Clubhouse, or elsewhere at Coal Creek Golf Course. However, except as otherwise permitted by this Agreement, no charges, fees or taxes of any nature shall be imposed by the City solely upon Concessionaire for exercising any right or privilege granted by the City to Concessionaire in this Agreement with respect to the use of the Concession Space and Clubhouse. Nothing herein shall prevent Concessionaire from protesting, through due process, any taxes levied.

4.9 Licenses. Concessionaire agrees to obtain and pay for all licenses necessary in connection with its operation, including but not limited to, a County Health Department Food Services Establishment inspection, a Hotel-Restaurant with Optional Premises Liquor License, and a City business registration and sales tax license. Failure to qualify for, or to maintain, a liquor license or other required license, or failure to obtain any such license within ninety (90) days of execution of this Agreement shall constitute a default hereunder.

4.9.1 Any such licenses held by the Concessionaire in connection with this Agreement shall be surrendered by the Concessionaire upon termination of this Agreement.

4.9.2 Upon Concessionaire's surrender of all licenses and acquisition of new licenses by such replacement concessionaire as the City may select, the City shall reimburse Concessionaire for such proportional amount of the cost of the license as may be attributable to any remaining period which may exist from the date of Concessionaire's surrender to license expiration.

4.9.3 For the purpose of the Hotel-Restaurant with Optional Premises Liquor License, the "premises" shall be defined to include The Clubhouse and Patio, the Golf Course Shade Shelter, and the entire grounds of Coal Creek Golf Course.

4.10 Turn Menu. The Concessionaire shall provide "ready to go" options including, but not limited to, pre-made sandwiches, burgers, hot dogs, bratwursts and other snack foods, to be sold in the restaurant and beverage/food carts.

4.10.1 Beverage/Food Cart(s). Concessionaire shall be required to provide and operate a minimum of one (1) beverage/food carts in order to provide food and beverage services on the grounds of the Coal Creek Golf Course from April through October or when a sufficient number of customers are golfing between November and March, unless the City determines that cart service is not necessary due to weather conditions or daily play. City-owned or leased golf carts shall not be used for this purpose unless approved by the City.

4.10.2 The Concessionaire is hereby granted use of the current beverage/food cart at no charge. Concessionaire, if required, will make arrangements as necessary to provide a second beverage/food cart as per Section 4.10.1.

4.10.3 Vending Machines. This Agreement does not contemplate Concessionaire's use of vending machines in the supplying of food, beverages or incidental items during the April through October golf season. Any installation or use of vending machines is subject to the prior written consent of the City Representative, which consent is within the City's sole and absolute discretion.

ARTICLE 5

[Intentionally omitted]

ARTICLE 6

6.1 **Term.** The term of this Agreement shall commence on January 1, 2025 (the "Effective Date") and, unless sooner terminated as provided herein, shall expire on December 31, 2028 (the "Initial Term").

6.2 **Renewal.** This Agreement shall automatically renew annually for up to two (2) additional one-year terms (each a "Renewal Term"), unless the Concessionaire is in default or unless one party serves written notice on the other party of its intention to terminate the Agreement, at least ninety (90) days prior to the end of the then-current term.

6.3 **Holding Over.** In the event that the Concessionaire, or its successor in interest, if any, shall remain beyond the term of the Agreement as set forth herein ("holdover period"), although no right to remain is given by this Article, such holdover period shall be subject to all provisions and conditions of this Agreement, except that the City shall have the sole right to determine reasonable fees for any holdover period.

6.4 **Early Termination.** Notwithstanding anything herein to the contrary, if this Agreement is terminated by the Concessionaire before December 31, 2028, without cause, the City shall be entitled to ownership of all improvements and fixtures installed by the Concessionaire, and shall not be required to compensate the Concessionaire for any such improvements and fixtures. Any such improvements or fixtures installed by Concessionaire shall be deemed property of the City at no cost to the City. Should the Concessionaire terminate this Agreement prior to December 31, 2028, without cause, the Concessionaire shall reimburse the City for any amounts credited against the Concession Fee pursuant to Section 9.5 hereof within thirty (30) days of invoicing. This Section 6.4 shall survive termination of this Agreement.

6.5 **Termination for Non-Appropriation.** Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the

event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

ARTICLE 7

Fee for Conducting Business

7.1 **Concession Fee.** For the privilege of conducting the concession operations hereunder, and for the exclusive use of the Concession Space, the Concessionaire shall pay to the City a Concession Fee as follows:

7.1.1 Concessionaire shall pay to the City a Concession Fee of \$30,000 annually plus 5% of revenues in excess of \$575,000, payable at the times specified in Section 7.2 below.

7.1.2 During the term of this Agreement and in addition to the Concession Fee, Concessionaire shall at its own expense provide busing and janitorial services described in Section 8.3. Concessionaire agrees to comply with all applicable state and local health and safety regulations regarding food and beverage services.

7.2. **Time of Payment; Reports.** The Concessionaire shall pay the Concession Fee at the rate of \$5,000 per month no later than ten (10) days after the first day of the months of June through November, for each year this Agreement is in effect, for a total of \$30,000 annually. Payment of 5% of revenues in excess of \$575,000 will be calculated at the conclusion of the calendar year and will be due no later than April fifteenth (15th) of the following year.

7.3 **Interest on Past Due Amounts.** Concessionaire shall pay interest on all past due amounts, , including when a check is returned for insufficient funds, at the rate of eighteen percent (18%) per annum, or at the maximum rate permitted by law, from the due date, until paid. In addition, a late fee equal to _____ shall be added to all past due amounts, including when a check is returned for insufficient funds. Until paid, any Concession Fees or other amounts due the City shall constitute a lien upon the trade fixtures, equipment and personal property of Concessionaire located at City property and the Concessionaire agrees to execute and file upon City requests the statement(s) required to perfect such interest.

7.4 **Method of Payment.** Payment for all fees under Article 7 shall be by check or money order payable to the order of "City of Louisville" and shall be mailed or personally delivered to the Finance Director at 749 Main Street, Louisville, Colorado 80027.

ARTICLE 8

Utilities, Maintenance and Janitorial Duties

8.1 **Utilities and Basic Custodial Services.** The City shall provide the Food & Beverage Concessionaire's gas for the beverage/food cart, cable/satellite, electricity, trash/hazardous waste/recycling/composting services, local phone service, water, sewer, fire safety and security and basic professional services and custodial services.

8.2 **Maintenance and Repair.** The City shall maintain and repair the Clubhouse building, Concession Space and City equipment and fixtures (defined in Article 9). The Concessionaire will be responsible for 50% of the cost for repair/maintenance/replacement of City-owned equipment (defined in Article 9), beginning on the Effective Date, unless negligence is determined and then the Concessionaire shall have total financial responsibility. Concessionaire shall submit all requests for repairs or maintenance to the City Representative. Notwithstanding anything to the contrary contained herein, the City shall not in any way be liable to the Concessionaire for failure to make repairs as herein specifically required of it unless the Concessionaire has previously notified the City in writing of a need for such repairs, and the City has failed to commence and complete said repairs within a reasonable period of time following receipt of the Concessionaire's written notification.

8.2.1 The Concessionaire shall neither hold nor attempt to hold the City liable for any injury or damage, either approximate or remote, occasioned through or caused by defective electrical wiring or the breaking or stoppage of plumbing or sewage upon the Concession Space, whether said breakage or stoppage results from freezing or otherwise.

8.3 **Cleaning and Custodial.** The Concessionaire shall keep the Concession Space and its fixtures clean and in good sanitary condition as required by the ordinances, resolutions, statutes and health, sanitary and police regulations of the City of Louisville, County of Boulder and State of Colorado.

8.3.1 Concessionaire shall thoroughly clean the entire Concession Space, including all equipment and fixtures, whether provided by the City or Concessionaire, the grill and exhaust, floors, counters, refrigerators and all coils at least four times per year.

8.3.2 Concessionaire is responsible for the ongoing cleanliness of the Concession Space in order to provide a clean and orderly appearance for golfers and the public, including but not limited to the following tasks, which

concessionaire obligations are in addition to custodial services provided by the City: busing and cleaning tables, chairs, patio deck, floor areas and common areas/hallways, removing trash accumulations to designated recycling and trash containers, and cleaning restrooms located in the Clubhouse and patio deck.

8.3.3 Recognizing that golfers and other members of the public will use the Clubhouse restrooms in addition to the patrons of the Concessionaire, the City agrees to participate in the ongoing cleanliness of the restrooms by providing basic custodial services, as described in Section 8.1. The head Golf Course professional and the Concessionaire's manager will monitor janitorial services and may revise restroom cleaning schedules and procedures from time to time with the approval of the City Representative.

ARTICLE 9

Acceptance and Trade Fixtures

9.1 **Concession Space, City Equipment and Fixtures.** In addition to the Concession Space, the City shall provide the following "City-owned equipment":

9.1.1 Existing equipment as listed on Exhibit B, attached hereto and made a part hereof;

9.1.2 Lighting fixtures for general area illumination; and

9.1.3 Heat and air conditioning.

9.2 **Acceptance.** On the date of the commencement of this Agreement, Concessionaire shall acknowledge that it accepts the Concession Space as well as any City-owned equipment and fixtures "as is."

9.3 **Installation of Equipment and Trade Fixtures.** Except for the items listed on Exhibit B, no equipment, trade fixtures, signs or other personal property used by Concessionaire in its business, whether or not attached to the Clubhouse or any improvements thereon, shall be installed without the prior written approval of the City.

9.4 **Removal of Equipment, Trade Fixtures.** Concessionaire shall have the right at any time during the term of this Agreement or upon termination and within ten (10) days thereafter, to remove all trade fixtures, equipment and other personal property owned by Concessionaire that is not subject to any

valid lien the City may have thereon for unpaid amounts due the City under this Agreement; provided, however, that this right does not apply to circumstances of early termination as described in Section 6.4. Any property not so removed by Concessionaire upon termination shall become a part of the realty on which it is located and title thereto shall vest in the City.

9.5 Additional Improvements. As an incentive to improve the Concession Space, the City agrees to offset a portion of the Concession Fee due by Concessionaire under this Agreement by fifty percent (50%) of the cost of up to fifty thousand dollars (\$50,000) in capital improvements made by Concessionaire to the Concession Space during the Initial Term of this Agreement (the "Credit"). No improvements may be made without prior written authorization from the City, and the cost of any improvements made without such City authorization shall not be reimbursed by the City or credited against the Concessionaire Fee due from Concessionaire under this Agreement. Any Concessionaire request for City authorization of capital improvements must include the total estimated cost of the improvement(s), equipment or item(s), installation and construction plans, the requested level of participation from the City, and a brief justification for the request. No Credit will be applied until the subject capital improvements are accepted by the City. Prior to such acceptance, the Concessionaire shall submit an invoice showing the Concessionaire's total cost in installing and constructing the authorized capital improvements. After the City has accepted the capital improvements that are the subject of the Credit, the Credit will be applied to the Concessionaire Fee on a prorated, monthly basis beginning the next month the Concessionaire is obligated to pay the Concession Fee, and ending the last month the Concessionaire is obligated to pay the Concession Fee during the initial term. (For example, if the City accepts capital improvements in December 2025, the first prorated portion of the Credit shall be applied in June 2026.) No Credit for a single month shall exceed the amount of the Concession Fee due in such month during the Initial Term; except that, if there exists a Credit balance in favor of the Concessionaire at the end of the Initial Term, (i) the parties may agree to apply the remainder of the Credit on a prorated, monthly basis in any Renewal Term (if and only if the Agreement term is extended pursuant to Section 6.2), or (ii) the City shall reimburse the Concessionaire for the value of the Credit at the end of the Initial Term. Any capital improvements made to the Concession Space pursuant to this Section shall be maintained in good working condition by the Concessionaire at its sole cost and expense during the term of this Agreement. Any capital improvements made to the Concession Space shall become property of the City when accepted by the City. All manufacturer or other warranties applicable to the capital improvements shall be made in the name of and for the benefit of the City.

ARTICLE 10

Damage by Concessionaire

The Concessionaire shall be liable for and shall repair, replace or cause to be repaired or replaced within fifteen (15) calendar days after occurrence, any damage to the Clubhouse, including the Concession Space, or to City's property, equipment and fixtures (defined in Article 9) caused by Concessionaire, its officers, agents, employees or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs or replacements shall be made promptly and when necessary and shall be in a quality and of a class at least equal to the original. If the damage for which Concessionaire is liable is to the Concession Space, Concessionaire shall continue to be liable for all Concession Fees owed for the Concession Space, even if it has been rendered untenable.

ARTICLE 11

Total or Partial Destruction

11.1 Concession Space or Other Major Component Rendered Untenable. In case, during the Initial Term or any Renewal Term of this Agreement, the Concession Space, Clubhouse, Golf Course or any principal part of any one of them shall be destroyed or shall be so damaged by fire, flood or other casualty so as to be rendered untenable or unusable as determined by the City:

11.1.1 Then, in such event, at the option of the City or Concessionaire, the term hereby created shall cease, and this Agreement shall become null and void from the date of such damage or destruction, and Concessionaire shall immediately surrender the Concession Space and its interest therein to the City; provided, however, that the City or Concessionaire shall exercise such option to so terminate this Agreement by notice, in writing, delivered to the other party within thirty (30) days after the City's determination of untenability or unusability.

11.1.2 In the event neither the City nor Concessionaire shall elect to terminate this Agreement, this Agreement shall continue in full force and effect; and the City shall repair the Concession Space, Clubhouse, or Golf Course excluding improvements or equipment, signs, trade fixtures or other personal property installed by Concessionaire, with all reasonable speed, placing the same in as good a condition as it was at the time of the damage or destruction.

11.2 Concession Space Only Untenantable. In the event of destruction rendering only the Concession Space untenable, the City shall endeavor, but not be obligated to make substitute premises available for Concessionaire's use. During any period of use by Concessionaire of such substitute Concession Space, the City may direct that the Concessionaire's Fee shall be abated proportionately.

11.3 Components Tenantable. If the Clubhouse, Concession Space or Golf Course shall be only injured by fire or the elements to such extent so as not to render the same untenable and unfit for use and occupancy, the City shall repair the same with all reasonable speed.

11.4 Removal of Rubbish. In any event, upon the occurrence of damage or destruction, Concessionaire shall remove all rubbish, debris, merchandise, furniture, furnishings, equipment and other items of its personal property within five (5) calendar days after request being made by the City.

11.5 No Claim by Concessionaire. No compensation or claim shall be made by or allowed to Concessionaire by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the Clubhouse or Coal Creek Golf Course, however the necessity may occur.

11.6 Exception for Damage Caused by Concessionaire. In the event of damage caused by Concessionaire, its officers, agents, employees or anyone acting under its direction and control as more specifically addressed in Article 10 of this Agreement, the provisions of Article 10 shall govern in any conflict between Article 10 and Article 11.

ARTICLE 12

Indemnification and Insurance

12.1 City's Liability. The City shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever or whatsoever as a result of any operations, works, acts or omissions performed within Coal Creek Golf Course and Clubhouse by Concessionaire, its agents, employees or contractors unless caused by the gross negligence or willful misconduct of the City, its employees, agents or contractors.

12.2 Indemnification. Concessionaire shall defend, indemnify and hold the City, its officers and employees, harmless from all claims, demands, judgments, costs and expenses, and legal fees including attorneys' fees,

claimed or recovered (whether justly, unjustly, falsely, fraudulently or frivolously) by any person by reason of injury to or death of any individual person or persons, or by reason of damage to, destruction or loss of use of any property, including City's personnel and City's property, directly or indirectly arising out of, resulting from or occurring in connection with any operations, works, acts or omissions of Concessionaire. As used in this Section, the term "Concessionaire" includes the respective directors, officers, agents, employees, contractors and subcontractors of Concessionaire, and any person or entity acting under Concessionaire's direction and control. In the event a subcontractor performs any work under this Agreement the Concessionaire shall be responsible for any liability directly or indirectly arising out of the work performed by such subcontractor.

12.3 Intellectual Property Representation. Concessionaire represents that it is the owner of or is fully authorized to use any and all services, processes, machines, articles, makes, names or slogans used by it in its operation or in any way connected with this Agreement. Should the Agreement be terminated by the City or the Concessionaire, the Concessionaire agrees that the City, at its sole and absolute discretion, may continue to use the name "The Grill at Coal Creek," to advertise, market and provide food and beverage concession services at Coal Creek Golf Course.

12.4 Concessionaire Insurance. Without limiting any of the Concessionaire's obligations hereunder, the Concessionaire shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement as specified in Exhibit C, which is attached hereto and incorporated herein by this reference.

12.5 Precautions Against Injury. The Concessionaire shall take all necessary precautions in performing the operations hereunder to prevent injury to persons and property.

12.6 Failure to Insure. Failure of Concessionaire to take out and/or maintain, or the taking out and/or maintenance of any required insurance shall not relieve Concessionaire from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of Concessionaire concerning indemnification. In the event the Concessionaire fails to maintain insurance required hereunder, the City may, at its option, take out and maintain at the expense of the Concessionaire such insurance as the City may deem proper. The City may offset the cost of any such insurance from any monies that may be due or become due to the Concessionaire under this Agreement.

ARTICLE 13

No Interest in Real Property

Concessionaire agrees that this Agreement constitutes merely a right to use and occupy the Concession Space for a limited purpose and does not create or convey to Concessionaire any interest in real property.

ARTICLE 14

Assignment

The Concessionaire shall not assign this Agreement, sublet or otherwise allow any person or entity to take possession of all or any portion of the Concession Space without prior written consent of the City nor permit any transfer by operation of law of Concessionaire's interest created hereby, other than by merger or consolidation, unless Concessionaire has obtained the prior written approval of the City. Any purported assignment without such prior written approval of the City shall be void.

ARTICLE 15

Right of City to Enter, Inspect and Make Repairs

15.1 In General. City and its authorized employees, agents, contractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to Concessionaire's operation as is reasonably practicable) to enter upon any part of the Concession Space for the following purposes:

15.1.1 To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Concessionaire has complied with and is complying with the terms and conditions of this Agreement with respect to such premises;

15.1.2 To perform or cause to be performed maintenance and make repairs and replacements; and

15.1.3 To make structural additions and alterations.

15.2 Obstruction by City. All entries made for the purposes enumerated above shall, except as otherwise provided in Article 11, Total or Partial Destruction, be without abatement of Concession Fees or damage for inconvenience. However, in the event any entry by City in the Concession Space for the purpose of making repairs or alterations as provided for in Section 15.1 above (other than repairs

necessitated as a result of damage by Concessionaire under Article 10) constitutes a substantial obstruction to and impairment of Concessionaire's right of use of such Concession Space, then Concessionaire shall be entitled to a fair and just temporary abatement of the Concession Fee for such premises during the period required by City to make such repairs, not to exceed a prorated daily rate. The abatement remedy in this Section is Concessionaire's exclusive remedy for substantial obstruction and impairment by the City of Concessionaire's right to use the Concession Space. The Concessionaire hereby waives, and releases the City from, any potential claims for direct or indirect damages (including but not limited to lost profits and reduction in revenues) that may arise out of the City's substantial obstruction and impairment of Concessionaire's right to use the Concession Space.

15.3 Obstruction by Concessionaire. In the event that any personal property of Concessionaire shall obstruct the access of the City, its officers, employees, agents or contractors, or a utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Concessionaire shall move such property, as directed by the City or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Concessionaire shall fail to so move such property after direction from the City or said utility company to do so, the City or the utility company may move it without liability for damage sustained in moving.

15.4 No Eviction or Abatement. Exercise of any or all of the foregoing rights in this Article, by the City, or others under right of the City, shall not be, nor be construed to be, an eviction of Concessionaire, nor be made the grounds for any abatement of Concession Fees nor any claim or demand for damages against the City, consequential or otherwise, except claims for damages to person or property caused solely by the gross negligence or willful misconduct of the City.

ARTICLE 16

Default, Rights of Termination

16.1 Default by Concessionaire. Time of payment and performance is of the essence of this Agreement. Concessionaire shall be in default under this Agreement upon the occurrence of any one or more of the following events:

16.1.1 Concessionaire's failure to pay any fee or other charge when due and within five (5) business days (Monday-Friday, excluding holidays) after notice from City of such nonpayment.

16.1.2 Concessionaire's failure to present or maintain the insurance required in Section 12.4 and the licenses required in Section 4.9.

16.1.3 Concessionaire's assignment of any right hereunder in violation of Article 14.

16.1.4 Concessionaire's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement within seven (7) calendar days (or such longer time as may be necessary to cure, provided that cure is commenced within the initial seven [7] days) after notice from the City specifying the nature of the deficiency with reasonable particularity and the corrective action that is to be taken within such period to cure the deficiency.

16.1.5 The filing by Concessionaire of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against Concessionaire, the taking of possession of all or substantially all of Concessionaire's assets pursuant to proceedings brought under the provisions of any federal reorganization act or the appointment of a receiver of all or substantially all of Concessionaire's assets and the failure of Concessionaire to secure the return of such assets and/or the dismissal of such proceeding within ninety (90) calendar days after the filing.

16.1.6 The abandonment for a period of (7) calendar days by Concessionaire of the conduct of its services and operations during the season from the beginning of March through the end of October, or for a period of fourteen (14) calendar days during the November through February off-season.

16.1.7 The assignment by Concessionaire of its assets for the benefit of creditors.

16.1.8 The breach by Concessionaire of Section 17.3 hereof.

16.1.9 After written notice to the Concessionaire of any violation of the personnel conduct standards set forth in Section 4.5, above, and a hearing of the matter before the City Representative and Human Resources Director, if such a hearing has been requested in a writing received by the City Representative within ten (10) days after mailing of written notice of violation, a determination by the City Representative that the alleged violation has, in fact, occurred, and that such violation materially interferes with Concessionaire's ability to perform its services hereunder in a manner satisfactory to the City or otherwise impairs the benefits to be derived from the City by this Agreement, including the good will, satisfaction, health and safety of the general public.

16.2 City's Remedies on Default.

16.2.1 In the event of a default by Concessionaire, the City may terminate this Agreement effective immediately upon provision of written notice of such termination to Concessionaire. In the alternative, the City may elect to keep the Agreement in force and work with Concessionaire to cure the default. If this Agreement is terminated, the City shall have the right to take possession of the Concession Space at the time of default. Concessionaire's liability to City for damages and Concession Fees payable through the term shall survive the

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

16.2.2 Following re-entry or abandonment, City may make arrangements for use of the Concession Space by others and in that connection may make any suitable alterations or refurbish the Concession Space, but City shall not be required to make such arrangement for any use or purpose.

16.3 Rights and Remedies Reserved. It is understood and agreed that any rights and remedies reserved pursuant to this Article are in addition to any other rights or remedies the City may have pursuant to this Agreement or to applicable law to seek judicial enforcement, damages or any other lawful remedy.

ARTICLE 17

Miscellaneous Provisions

17.1 Cumulative Rights. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other or of any other remedy available to the City, or Concessionaire, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

17.2 Non-Waiver. The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

17.3 Liens. The Concessionaire shall not permit any mechanic's or other liens, security interest, charge, or encumbrance to be asserted or remain against the City's property such as, but not limited to, the Concession Space, Clubhouse, Coal Creek Golf Course, or any City-owned personal property. The Concessionaire shall promptly, at its own expenses, take such action as may be necessary to duly discharge any such lien, charge, or encumbrance. If the Concessionaire does not immediately discharge any lien, charge, or encumbrance at the City's direction, the City may discharge the lien, charge, or encumbrance at the Concessionaire's expense. Any breach of this provision shall constitute a default of the Agreement.

17.4 Limitations on Use. Concessionaire shall not use, or permit the use

of the Concession Space, or any part thereof, for any purpose or use other than those authorized by this Agreement. Neither shall Concessionaire permit nor suffer any disorderly noise or nuisance whatsoever about the Concession Space, Clubhouse or Coal Creek Golf Course.

17.5 Governing Law; Venue. This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court.

17.6 Benefits. This Agreement is made for the sole and exclusive benefit of the City and Concessionaire, their permitted successors and assigns, and is not made for the benefit of any third party.

17.7 Construction. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

17.8 Successors and Assigns. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

17.9 Headings. The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

17.10 Legal Fees. In the event any legal action or proceeding is brought to collect sums due or to become due hereunder or any portion thereof or to enforce compliance with this Agreement for failure to observe any of the covenants of this Agreement, the losing party agrees to pay to the prevailing party such sums as the Court may judge reasonable for legal fees and costs to be allowed in such action or proceeding and in any appeal therefrom.

17.11 Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the City or the Concessionaire in its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.

17.12 Surrender of Possession. Upon the expiration of this Agreement or

its earlier termination as herein provided, Concessionaire shall remove all of its property from Coal Creek Golf Course and surrender entire possession of its rights at Coal Creek Golf Course to City and its improvements in accordance with Article 9 above, unless this Agreement is renewed or replaced. In event of early termination by Concessionaire without cause, Section 6.4 applies.

17.13 City Representative. The City designates the Director of Parks, Recreation and Open Space or that person's designee as its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, amendments and other clarifications or instructions shall be directed to the City Representative.

17.14 Notices. Notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States Mail, certified, return receipt requested, postage fully prepaid, addressed as follows or to such other address as the parties may designate from time to time by notice given in accordance with this Section:

To Concessionaire: Kevin Caldwell
600 S. Race St.
Denver, CO 80209

To the City: Director of Parks,
Recreation and Open
Space
City of Louisville
749 Main Street
Louisville, CO 80027

17.15 Paragraph Headings. Paragraph headings contained herein are for convenience and reference, and are not intended to define or limit the scope of any provisions of this Agreement.

17.16 Schedules and Exhibits. Whenever reference is made in this Agreement to a Schedule or an Exhibit, unless otherwise specifically expressed to the contrary, such Schedule or Exhibit shall be deemed attached to and by this reference incorporated in this Agreement.

17.17 Force Majeure. However, neither the City nor the Concessionaire shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God, act of public enemy, acts of superior

governmental authority, weather conditions, rights, rebellion, sabotage or any other circumstances that are not within its control.

17.18 No Limitation on General Powers. Nothing in this Agreement shall be construed as in any way limiting the general powers of the City to fully exercise their governmental functions or their obligations under any bond covenants or federal, state or local laws, rules or regulations.

17.19 No Relationship. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto.

17.20 Survival. The parties' post-termination rights and obligations, including but not limited to Concessionaires duty to indemnify the City pursuant to Section 12.2, shall survive any termination or expiration of this Agreement for any reason whatsoever.

17.21 Entire Agreement. This writing, together with the exhibits hereto constitutes the entire agreement between the parties, their officers, employees, agents and assigns and supersedes all prior agreements, understandings, warranties or promises between the parties hereto, whether written, spoken or implied from the conduct of the parties hereto.

17.22 Golf Privileges. Concessionaire's employees shall have the same golfing privileges as afforded the staff of Coal Creek Golf Course.

In witness whereof, the parties have executed this Agreement to be effective on the Effective Date.

CITY OF LOUISVILLE

By: _____
Christopher M. Leh, Mayor

ATTEST:

Genny Cline, Interim City Clerk

WESTERN GOLF HOSPITALITY LLC

By: JK Caldwell

Name: Kevin Caldwell

Title: Managing Member

EXHIBIT A

Food and Beverage Space

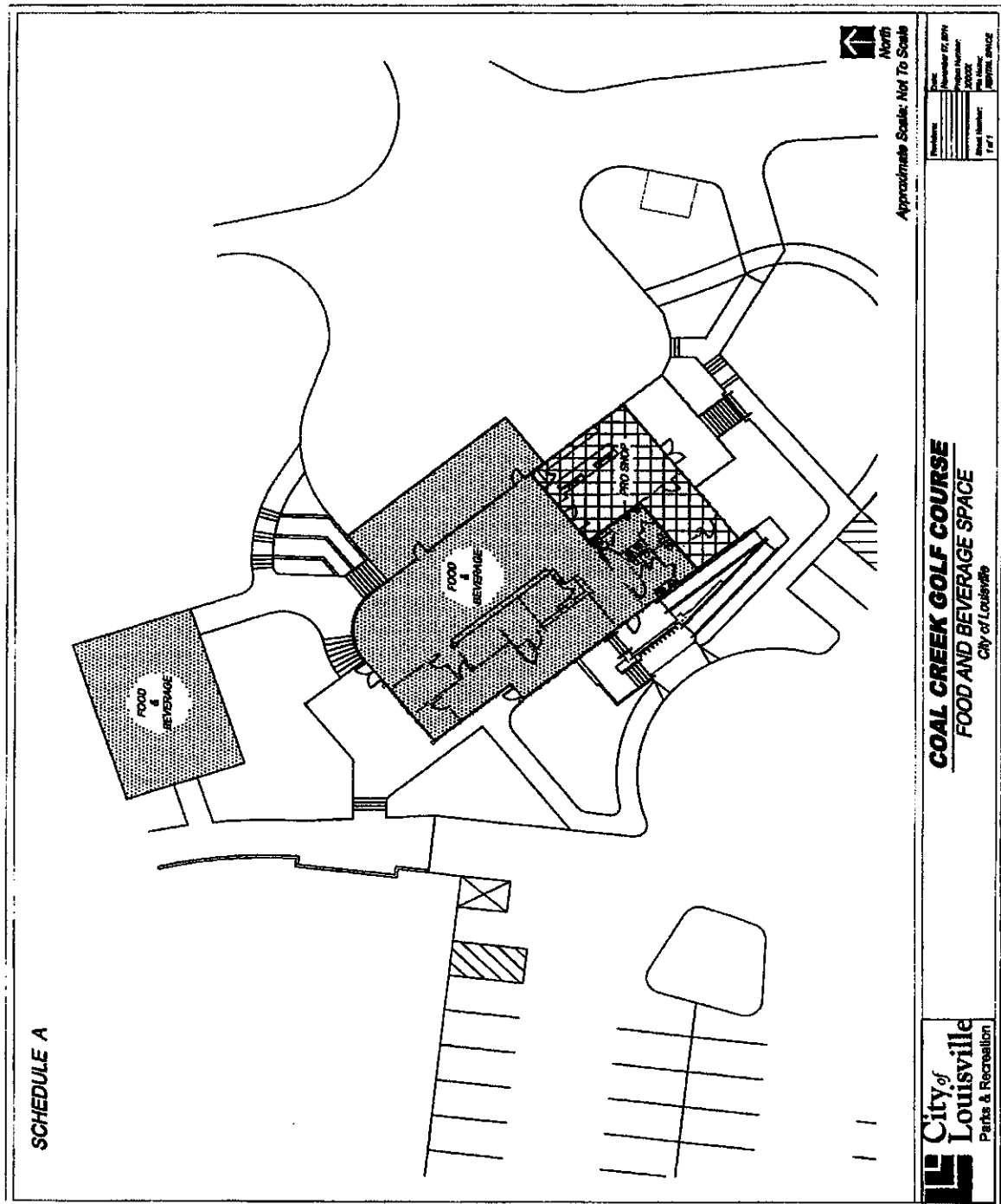


EXHIBIT B
[Attach List of Existing City-Owned Equipment]

Qty.	Description	
2	55" Vizio Flat screen TV's	pre 2014
1	65" Vizio Flat screen TV's	pre 2014
1	70" TV	4 years old

1	Royal RR4G36 4 open burners, 36" griddle, 2 ovens	pre 2014
1	Beverage Cart	pre 2014
1	True Under counter freezer	2021
1	Kratos Undercounter reach in cooler and line prep	2022
1	True Under counter refrigerator	2021
1	Pitco gas fryer	2021
1	Eurodib Sandwich Grill	pre 2014
1	Arctice single door Freezer	2021
1	Atosa single door refrigerator	2021
1	Scottsman ice machine & 900 lb bin	2020
1	Culitek DBL door freezer	2020
1	Hobart Deli Slicer	pre 2014
1	Kitchen Aid Mixer	pre 2014
1	Keegerator	2024

EXHIBIT C

City of Louisville Insurance Requirements

The Concessionaire agrees to provide insurance coverage as provided below, from insurance companies acceptable to the City, and shall pay all costs of obtaining the same. The City, its officers, agents and employees shall be named as additional insureds on the Concessionaire's general liability and liquor liability insurance policy in relation to any claims arising from the performance of this Agreement.

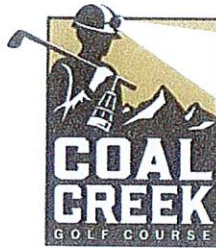
Certificates of Insurance reflecting the type, amount, class of operations covered, effective dates, and date of expiration of all policies, and containing the following statement, or a substantially similar statement, must be provided to the City before commencing work under this Agreement:

"The insurance coverage by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Louisville, Colorado."

Minimum Insurance Coverage Limits

\$1,000,000 - Liquor Liability, per occurrence
\$1,000,000 - Commercial General Liability with Combined Single Limit of \$2,000,000 Aggregate
Statutory - Workers' Compensation Coverage A
\$100,000/\$500,000/\$100,000 - Workers' Compensation Coverage B
\$1,000,000 - Products Liability

Proposal for
Food and Beverage Service Operations
at



Coal Creek Golf Course

Presented by
Western Golf Hospitality

June 21, 2024

June 21, 2024

Parks, Recreation, and Open Space Department, City of Louisville

Dear Reviewers:

Western Golf Hospitality (WGH) is pleased to submit the following proposal in response the City's Request for Proposals for Food and Beverage Service Operations for Coal Creek Golf Course.

Food and Beverage Service Operations play an integral role in the successful operation of a golf course facility. Excellence in both guest service and product can be a significant factor in attracting golf patrons, and especially golf tournaments. Conversely, poor food and beverage service can be a major deterrent.

For the city to maximize its golf operations, a vendor proven to provide excellence in food and beverage service in a golfing environment is a must.

WGH has a proven track record of providing excellent service at each of the golf courses we operate for the cities of Louisville and Westminster. The principal of WGH is also co-owner (through another entity) of Key's on the Green at the city of Denver's Evergreen Golf course.

Our success is based on four core principals of first and foremost focusing on the needs of the golfer including leagues, associations and clubs, endeavoring to provide the highest quality food and beverage at the appropriate price point for each facility, serving the needs of non-golf patrons from the local community, and fostering excellent working relationships with the on-site golf staff and City representatives.

We believe that when we execute and excel at these core principals, we create a winning scenario where each participant, golfer, City, and WGH, benefit from our operations.

Food and Beverage concessions at golf courses require special management skills and experience, unlike stand-alone restaurants and catering companies. Understanding and adapting to these nuances is an important and necessary component to success. We understand and operate accordingly, based on all we have learned from our other golf course operations over the last eleven years.

We look forward to the opportunity to continue in this process. Thank you for considering our proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "K Caldwell", with a long, sweeping horizontal line extending to the right.

Kevin Caldwell
Western Golf Hospitality

Contact

Western Golf Hospitality, LLC
Kevin Caldwell, Managing Member
600 S. Race St, Denver, CO 80209
kbcaldwell@msn.com
303.916.0725

Experience

Western Golf Hospitality is a privately-owned LLC whose Managing Member has extensive experience in the food and beverage industry as an owner/operator. WGH and its Managing Member currently operate the food and beverage concessions at Legacy Ridge Golf Course and Walnut Creek Golf Preserve for the City of Westminster (since August 2016, contact Chris Johnson) and Coal Creek Golf Course for the City of Louisville (since January 2021). Through a separate entity, the Managing Member co-owns the food and beverage concessions at Evergreen Golf Course for the City of Denver (since May 2013).

The Managing Member of WGH is Kevin Caldwell.

In addition to the above golf course operations, Kevin Caldwell has restaurant start up and operational experience dating back to the mid 1970s. In addition, Kevin had a 17 plus year career as an executive in the Information Technology industry. He is a past member of Castle Pines Country Club and Meridian Golf Club. He is currently a member of Tucson National Golf Course.

WGH is well versed in the operations of golf course food and beverage service including daily operations as well as catering for tournaments and special events.

At the core of our operations is our philosophy of striving to provide the highest level of quality for food, beverage and service at a price point that is relevant to our patrons.

Quality food and beverage begins with the sourcing of the best possible ingredients at the appropriate price point, creating the proper techniques to prepare the products, and then adhering to those standards. We have well established menus and recipes that are regularly updated to reflect changing customer tastes and expectations.

Excellence in service is all about training and attitude.

The execution of this philosophy begins with the Executive Chef and General Manager. We are fortunate to already have on board excellent people in those positions. Building the staff with the "right" people is critical. We will actively replace any employee who cannot or will not meet our standards.

We look for experienced, well referenced people to staff the operation. We provide effective and thorough training for every employee. We pay competitive livable wages, exceeding the minimum wage.

Staffing levels are critical to success. Too few staff on duty results in a bad product. Too much staff on duty results in non-profitable operations. Through our years of experience in the golf course food and beverage business, we have developed a staffing framework that is seasonally adjustable and delivers on the perfect balance of great product and service in a profitable way.

Staffing for the kitchen includes the Executive Chef who is responsible all things related to food and kitchen operations including menus, recipes, ingredient sourcing, staffing and training. Under the

Executive Chef will be a Sous Chef who is responsible for the day to day operations of the kitchen. The Sous Chef will be supported by line cooks, prep cooks and dishwashers as needed.

The General Manager will have overall responsibility for restaurant operations along with service staff. The GM will be supported by an assistant manager, service staff leads, wait staff, table bussers, hostess and beverage cart staff as needed. The GM will also be responsible for booking special events and tournaments.

Customer facing staff (Bartenders, servers, table bussers and beverage cart operators) are trained to provide service in a friendly and efficient manner. Inside staff receive training to create awareness and efficiency for golfers making the turn. Beverage cart operators receive training to understand how to navigate around the course and where it is appropriate to approach and stop for golfers. This additional training is designed to provide quality service while minimizing the impact on pace of play.

WGH will actively pursue non-golf patrons from the adjacent neighborhoods through various print and online marketing efforts.

WGH recognizes that beyond all marketing efforts, advertising and outreach, the best marketing plan is the reputation for quality food, beverage and service that is delivered by word of mouth from neighbor to neighbor and golfer to golfer. Delivering that high-quality food, beverage and service experience is job #1 and the foundation for our success.

WGH is a hands-on operator. We believe that the key to a successful operation lies within establishment of high standards and consistently executing to those standards. WGH management is on site multiple times every week to ensure the standards established by WGH for quality food and beverage service are being met.

General Operations

WGH will provide a full-service food and beverage operation including sit down food and bar service, food and beverages to go, on course food and beverage service, along with food and beverage service for tournaments and private events.

WGH will be informed of, and comply with, all federal, state, and local laws, statutes, and ordinances relative to the execution of the operation. This includes applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, Colorado Health Department rules and regulations, permits, fees, State liquor laws and similar subjects.

WGH will make application for the necessary permits and licenses, and pay for all fees and taxes associated with those permits and licenses in order to operate the Coal Creek Golf Course food and beverage concessions, including obtaining an Optional Premises Liquor License for alcoholic beverage sales and consumption on the golf course.

WGH will carry the following insurance:

General Liability: \$3,000,000 each occurrence (listing the City of Louisville as additional insured).

Auto Liability: \$600,000 combined single limit (listing the City of Louisville as additional insured).
Risk Insurance in the amount of \$50,000 for coverage of City owned equipment and personal property.

Workers' Comp: Statutory levels.

Liquor Liability: \$1,000,000 each occurrence (listing the City of Louisville as additional insured).

WGH will provide management and supervision of the food and beverage service, which includes the following:

- Hiring and training of staff to effectively manage and operate the restaurant
- All café/grille functions; ordering, inventorying, preparing, selling and serving of food and beverages including alcohol services.
- Operation of on course food & beverage carts. WGH will provide one beverage cart.
- Excellent service to golfers that is prompt, and courteous along with convenient food and beverage services at the "turn" of a golf round
- Excellent service to all customers that assures prompt, courteous and convenient services.
- Meal coordination for tournaments and other clubhouse events.
- Daytime janitorial duties in the food service areas.
- Adherence to and impartial enforcement of City of Louisville policies and State liquor license laws and State Food Safety rules and statutes as governed by Boulder County including COVID 19 protocols.
- Coordination with Men's and Women's Associations, junior and seniors, and other golfer groups to enhance their enjoyment and use of facilities.
- Other food and beverage related services as may be needed.
- Point-of-sale and/or ordering software
- Necessary small wares equipment for kitchen and dining room.

WGH will be open for business every day of the year when the course is open, excluding Thanksgiving, Christmas and New Year's Day. The facility will open 30 minutes before the first tee time and remain open 30 minutes past sunset at a minimum during the golf season. As allowed by the City, WGH may, based on customer demand, reduce winter operating hours to 10:00 AM through 2:00 PM

WGH will provide mobile cart service for food and beverages on all days as needed.

WGH will keep and maintain proper business records concerning every aspect of its operations and employee management, including cash register tapes, expenses and receipts, etc. All records, including Sales and Income Tax records, will be open for inspection and audit by the City.

WGH will control the conduct and demeanor of its agents and employees. Upon objection from the City concerning conduct or demeanor of any such person, WGH will immediately take all lawful steps to address or remove the cause of the objection. WGH will require its employees to wear suitable golf attire that identifies them as employees of WGH.

WGH has the ability, resources and financial capital to provide quality services immediately upon contract execution.

Financials

Western Golf Hospitality Profit and Loss January - December 2023 (unaudited)

	<u>Total</u>
Income	
43100 Sales FB Food Sales	\$1,239,927.94
43200 Sales FB Beverage Sales	105,884.40
43500 Sales FB Comps/Discounts FB	(70,691.80)
44100 Sales LBW Liquor Sales	408,958.53
44200 Sales LBW Beer Sales	751,310.06
44300 Sales LBW Wine Sales	48,916.69
44500 Sales LBW Comps/Discounts LBW	<u>(17,589.80)</u>
Total Income	\$2,466,716.02
Cost of Goods Sold	
51010 COS - Food Food Purchases	\$ 452,498.17
51020 COS - Food Beverage Purchases	47,856.29
54100 COS- LBW Liquor Purchases	122,355.15
54200 COS- LBW Beer Purchases	165,544.80
54300 COS- LBW Wine Purchases	<u>10,471.13</u>
Total Cost of Goods Sold	<u>\$ 798,725.54</u>
Gross Profit	\$1,667,990.48
Expenses	
60100 G & A Accounting Expense	\$ 2,237.89
60105 G & A Automobile Expense	8,548.93
60110 G & A Professional Fees	4,984.23
60125 G & A Computer Expense	2,908.94
60130 G & A Payroll Services Fees	4,375.00
60140 G & A Licenses/Fees	6,055.18
60155 G & A Bank Services Charges	13,822.46
60160 G & A Credit Card Fees	40,074.34
60165 G & A Cash (Over) Short	129.84
60175 G & A Office Supplies	4,019.12
60185 G & A Insurance - Liability	12,065.78
60190 G & A Advertising/Promotional	3,941.48
60392 Operating Trash	690.74

63005 Operating Bar Supplies	3,101.83
63010 Operating Restaurant Supplies	8,543.47
63017 Operating Kitchen Supplies	12,324.12
63020 Operating Cleaning Supplies	5,686.00
63025 Operating Paper Goods/To Go	32,234.70
63030 Operating Linens	18,823.65
63035 Operating Detergent/Chemicals	3,164.43
63045 Operating Janitorial Service	399.38
63055 Operating Decorations	482.09
63065 Operating Equipment Lease Expense	9,847.91
63070 Operating Cable	4,759.18
63075 Operating Telephone	2,504.37
63086 Operating Miscellaneous Expense	2,622.31
63090 Operating Repairs & Maintenance	6,155.57
63095 Operating Bar Entertainment	796.82
64010 Labor Management	262,689.20
64020 Labor Restaurant	274,571.98
64030 Labor Kitchen	440,661.59
64051 FICA & Medicare	75,172.70
64052 SUT	16,412.12
64053 FUT	2,916.28
64054 SOP	252.00
64060 Labor Workman's Compensation	4,012.96
67010 Lease Lease Expense	<u>188,000.00</u>
Total Expenses	<u>\$1,464,640.16</u>
Net Operating Income	<u>203,350.32</u>
Net Income	\$ 203,350.32

Western Golf Hospitality
Balance Sheet
As of December 31, 2023
Balance Sheet
As of December 31, 2023

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
10100 Cash Chase Operating	19,331.68
10110 Cash Chase Payroll	24,628.61
10400 Cash Cash Drawer	3,750.15
10500 Cash Petty Cash	0.00
10600 Savings	<u>2,500.00</u>
Total Bank Accounts	50,210.44
Other Current Assets	
12100 Inventories Food	\$6,948.36
12200 Inventories Beverages	2,194.69
12300 Inventories Liquor	7,429.08
12400 Inventories Beer	5,553.40
12500 Inventories Wine	<u>900.54</u>
Total Other Current Assets	<u>33,026.07</u>
Total Current Assets	83,236.51
Fixed Assets	
15100 Fixed Assets Dining Furniture	3,967.00
15220 Fixed Assets Office Equipment	2,520.27
15250 Fixed Assets China & Linens	8,976.17
15300 Fixed Assets Computers and Printers	1,241.04
15360 Fixed Assets Equipment - Kitchen	10,953.10
15410 Fixed Assets Accum Depr China & Linens	<u>836.16</u>
Total Fixed Assets	28,493.74
Other Assets	
Total Other Assets	<u>0.00</u>
TOTAL ASSETS	111,730.25

LIABILITIES AND EQUITY

Liabilities

Current Liabilities

Accounts Payable	5,793.46
Other Current Liabilities	
24005 Other Payables ENB	99,356.47

24010 Other Payables Exchange Bank	48,902.17
Total Accounts Payable	<u>154,052.10</u>
Other Current Liabilities	
24135 Other Payables Sales Tax Payable Westminster	<u>2,596.00</u>
24140 Other Payables Sales Tax Payable Colorado	3,147.00
Total Other Current Liabilities	5,743.00
Total Current Liabilities	159,795.10
Equity	
9002 Retained Earnings	14,124.60
Net Income	<u>97,605.65</u>
Total Equity	<u>111,730.25</u>
TOTAL LIABILITIES AND EQUITY	111,730.25

Menus

WGH has experienced that at each of the individual locations we operate, while there are many common cross over items from each location to the others, there are discovered, unique specific items that are reflective of each location's specific clientele including golfers and non-golfers.

The following menus serve as an example of a first draft and will be adjusted accordingly to what we discover are the specifics likes and needs of the clientele at Coal Creek.

In addition to our fixed menus we typically will create a daily or weekly special.

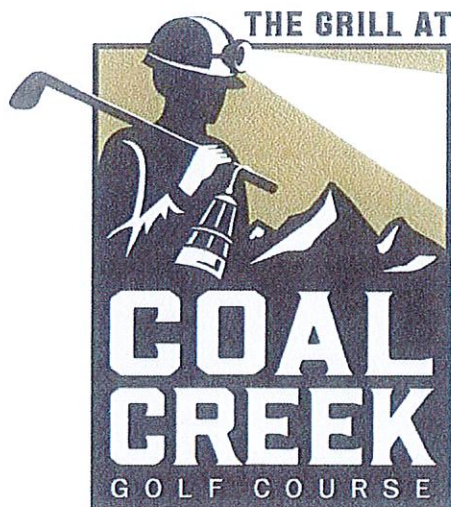
WGH will continue to use our existing vendors from whom we are confident deliver superior products.

Food

WGH has open accounts in good standing with major wholesale distributors including:
US Foods, Shamrock Foods, Lombardi Brothers Meats, Aspen Baking, Pepsi

Alcohol

WGH has open accounts in good standing with all of the major liquor, beer and wine wholesale distributors including:
Eagle Rock (Anheuser Busch), Coors Distributing, Republic National, Gazer's Southern Wine and Spirits, Breakthru Beverage and various other small specialty wholesalers.



Salads

Ranch, Blue Cheese,
Honey Mustard, Caesar,
Balsamic Vinaigrette,
Thousand Island, Greek
Vinaigrette

CHEF

Mixed greens, ham, turkey, bacon,
cheese, egg, avocado, tomato,
cucumber 16.25

TACO SALAD

Romaine, carne asada or spicy
chicken, black beans, pico de gallo,
avocado, cheddar cheese, crispy
tortilla strips 16.25

CHICKEN SALAD SALAD

Roasted chicken salad, dried
cranberries, walnuts, celery,
tomato, mixed greens 16.25

HONEY-DRIZZLED CHICKEN

Breaded chicken tenders, honey
drizzle, mixed greens, blue cheese,
dried cranberries, walnuts 16.25

CHICKEN CAESAR

Grilled chicken, romaine lettuce,
Parmesan cheese, house-made
croutons, Caesar dressing 16.25

GREEK

Mixed greens, feta cheese, onion,
tomato, pepperoncini, kalamata
olives, pita 16.25
Choice of gyro meat or chicken

STARTERS

CHICKEN WINGS

Buffalo, Sweet & Spicy, BBQ, Salt &
Pepper or Garlic Parmesan 13.25

CHICKEN TENDERS

Four tenders – Fries, choice of
dipping sauce 14.25

PULLED PORK SLIDERS

Three – Carolina style, slaw 13

NACHOS

Carne asada or spicy chicken,
black beans, queso, jalapeno,
pico de gallo 15.75

CHIPS & SALSA 6.5

GUACAMOLE & CHIPS 11

GREEN CHILI

Cup 6 Bowl 9

QUESADILLA

Cheddar and jack cheese 10
Add carne asada 6.5
Add chicken 5.5
Add shrimp 6.5

CHEESE CURDS

Ranch dressing 10.5

HOT PRETZEL BITES

Cheese sauce 8.5

FRENCH FRIES 6

ONION RINGS 7

SWEET POTATO FRIES 8.5

TATER TOTS 7

*To some, the greatest handicap is the ability
to add correctly.*

Burgers

Includes choice of French fries, potato salad, cottage cheese or coleslaw

Substitute sweet potato fries, kettle chips, tater tots, onion rings,
chili fries, fruit or side salad 3.5

Substitute veggie patty 4 Gluten-free bun 2

COAL CREEK*

Angus beef, cheddar cheese, bacon,
tarragon mayo, toasted bun 15.75

FRENCH*

Angus beef, Swiss cheese, sautéed
mushrooms, toasted bun 15.75

TUCSON*

Open-faced, Angus beef, green
chile, cheddar and jack cheese,
toasted bun 15.75

PAR*

Angus beef, lettuce, tomato, red
onion, pickle chips, toasted bun 15

BBQ*

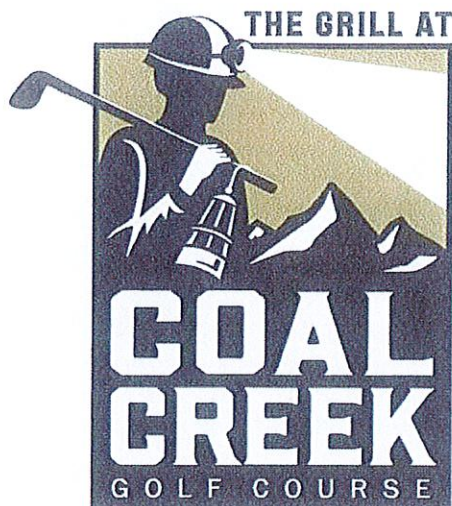
Angus beef, jack cheese, bacon, onion
rings, BBQ Sauce, toasted bun 15

PATTY MELT

Angus beef, grilled onions,
Swiss cheese, thousand island,
grilled rye 16

20% gratuity added to parties of 6 or more.

*Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness. Regarding the safety of these items, written information is available on request.



Wraps

Includes choice of French fries, potato salad, cottage cheese or coleslaw
Substitute sweet potato fries, kettle chips, tater tots, onion rings, chili fries, fruit or side salad 3.5

TURKEY

Turkey, pepper jack cheese, avocado, mixed greens, ranch dressing, sun dried tomato tortilla 14.25

CHICKEN CAESAR

Grilled chicken breast, Parmesan cheese, romaine lettuce, Caesar dressing, sun dried tomato tortilla 14.25

BUFFALO CHICKEN

Breaded and fried chicken tenders, buffalo sauce, blue cheese crumbles, romaine lettuce, tomatoes, ranch, sun dried tomato tortilla 14.25



BEVERAGES

Pepsi, Diet Pepsi, Dr. Pepper,
Starry, Mountain Dew, Lemonade,
Coffee, Hot Tea,
Iced Tea, Arnold Palmer 3.5
Gatorade 3.5
Milk, Orange Juice 4
Energy Drink 6

House Specials

FISH & CHIPS

Beer-battered cod fillets, fries, coleslaw, tartar sauce 16.75
Add a house or Caesar salad 3.5

STREET TACOS

Three tacos – shrimp, pico slaw, chipotle crema, OR
carne asada, cheese, pico de gallo 15.5

WEEKEND PRIME RIB

Prime rib dinner every Friday and Saturday evening

SANDWEDGES



Includes choice of French fries, potato salad, cottage cheese or coleslaw
Substitute sweet potato fries, kettle chips, tater tots, onion rings, chili fries, fruit or side salad 3.5

REUBEN

Corned beef, sauerkraut, Swiss cheese, thousand island, grilled rye 16.25

CUBAN

Pulled pork, ham, Swiss cheese, caramelized onions, pickles, mustard, hoagie roll 16.25

GYRO

Seasoned gyro meat, lettuce, tomato, feta cheese, onion, tzatziki sauce, pita 16.25

CHEESE STEAK

Thinly sliced beef, provolone, sautéed mushrooms, onions, bell pepper, hoagie roll 16.25

FRENCH DIP

Shaved roasted beef, a jus dipping sauce, hoagie roll 16.25

B.L.T.

Thick sliced bacon, lettuce, tomato, mayo, toasted sourdough 15

AHI TUNA

Seared Ahi fillet, avocado, cucumbers, wasabi aioli, toasted bun 16.50

CALIFORNIA CHICKEN

Grilled chicken breast, pepper jack cheese, bacon, avocado, lettuce, tomato, chipotle mayo, croissant 16.25

CHICKEN SALAD SANDWICH

Roast chicken salad, dried cranberries, walnuts, lettuce, tomato, croissant 15.75

TURKEY MELT

Shaved turkey, Swiss cheese, bacon, tomato, chipotle mayo, toasted sourdough 15.75
Add avocado 3

CLUB

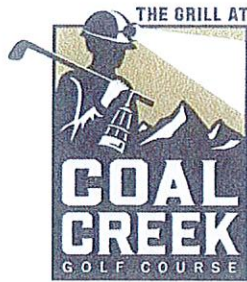
Turkey, ham, Swiss and cheddar cheeses, bacon, lettuce, tomato, mayo, toasted sourdough 15.75

GRILLED CHEESE

Three cheeses, bacon, tomato, toasted sourdough 14.25

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Breakfast

** Served until 11:00 a.m. **

HUEVOS RANCHEROS*

Corn tortillas, black beans, green chili, two eggs, cheese 14.75

SMOTHERED BREAKFAST BURRITO

Flour tortilla, scrambled eggs, home fries, green chili, cheese 14

DENVER OMELET*

Farm fresh eggs, ham, cheddar cheese, bell pepper, onion, home fries, toast 14

VEGGIE OMELET*

Farm fresh eggs, avocado, mushrooms, bell pepper, onion cheese, home fries, toast 14

YOUR CHOICE OMELET*

Pick 3 — bacon, sausage, ham, cheese, avocado, mushrooms, spinach, bell pepper, onion, home fries, toast 14

ALL-AMERICAN SKILLET*

Home fries, bacon, sausage, eggs, cheese 14

SOUTHWEST SKILLET*

Home fries, sausage, eggs, green chili, cheese, pico de gallo 14

TRADITIONAL BREAKFAST*

Two farm fresh eggs, choice of bacon or sausage, home fries, toast 14

BISCUITS & GRAVY*

Buttermilk biscuits, two eggs, sausage gravy 13.75

AVOCADO TOAST*

Smashed avocado, sliced hardboiled egg, diced tomato, wheat toast 13.75

BREAKFAST SANDWICH*

Two fried eggs, shaved ham, cheese, croissant 13.75

FRENCH TOAST

Two piece original — maple syrup, side of bacon or sausage 12

Two piece crunchy — maple syrup, side of bacon or sausage 13.75

Add strawberries or blueberries with whipped cream 3

BUTTERMILK PANCAKES

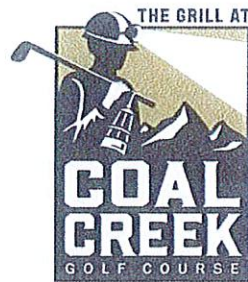
Tall stack (3), maple syrup, side of bacon or sausage 11.75 Add M&Ms 2

SIDES

Sausage Patty (2), Bacon (3) or Ham	4.5
Egg (1)	2.5
Eggs (2)	4
Sausage Gravy	2.5
Home fries	3.5
Pancake	3.5
French Toast	4.5
Toast or English Muffin	2.5

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Corn tortillas, black beans, green chili, two eggs, cheese 14.75

SMOTHERED BREAKFAST BURRITO

Flour tortilla, scrambled eggs, home fries, green chili, cheese 14

DENVER OMELET*

Farm fresh eggs, ham, cheddar cheese, bell pepper, onion, home fries, toast 14

VEGGIE OMELET*

Farm fresh eggs, avocado, mushrooms, bell pepper, onion cheese, home fries, toast 14

YOUR CHOICE OMELET*

Pick 3 — bacon, sausage, ham, cheese, avocado, mushrooms, spinach, bell pepper, onion, home fries, toast 14

ALL-AMERICAN SKILLET*

Home fries, bacon, sausage, eggs, cheese 14

SOUTHWEST SKILLET*

Home fries, sausage, eggs, green chili, cheese, pico de gallo 14

TRADITIONAL BREAKFAST*

Two farm fresh eggs, choice of bacon or sausage, home fries, toast 14

BISCUITS & GRAVY*

Buttermilk biscuits, two eggs, sausage gravy 13.75

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Smashed avocado, sliced hardboiled egg, diced tomato, wheat toast 13.75

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Two piece original — maple syrup, side of bacon or sausage 12

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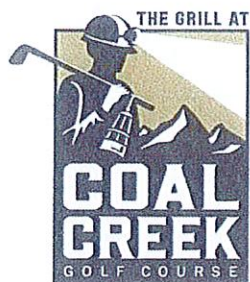
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From the Bar

Mimosa, Bloody Mary,
Screwdriver, Greyhound,
Tequila Sunrise, Irish Coffee 7

Make it a double! 11



Beverages

Coffee, Hot Tea, Hot Cocoa,
Iced Tea, Arnold Palmer 3.5

Milk, Orange Juice 4

Gatorade 5 Energy Drink 6



Soft Drinks

Pepsi, Diet Pepsi, Dr. Pepper,
Starry, Mountain Dew, Root Beer,
Lemonade 3.5



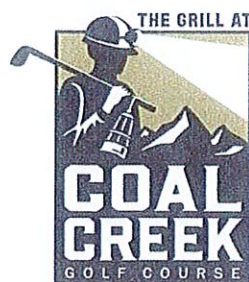
Brand new golf balls are
water-magnetic.

The last three holes of a round will
automatically adjust your score to
what it really should be.

A golf match is a test of your skill
against your opponent's luck.

Hazards attract.
Fairways repel.

20% gratuity added to parties of 6 or more.



From the Bar

Mimosa, Bloody Mary,
Screwdriver, Greyhound,
Tequila Sunrise, Irish Coffee 7

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Fee Proposal

WGH proposes to pay an annual rent of \$30,000 plus 5% of revenues in excess \$575,000. Rent payments will be due on the 1st of each month and considered late if not received by the City by the 10th of the month. The percentage rent payment will be due the month following along with the regular rent payment.

Capital Improvements

Given the age of the facility including, its Furniture, Fixtures, and Equipment, there are many opportunities to improve and update the facility. Projects WGH would initially consider would be replacing the flooring in the dining room, replacing tables and chairs in both the dining room and outdoor patio, painting the dining room, reconfiguration of the bar area and enclosing the open kitchen area.

We believe that projects like this would provide a significant upgrade to the facility while enhancing the customer experience, which hopefully will lead to increased business. However, we understand that the City is in the initial stages of consideration to replacing the entire facility which could make many of these projects not worthwhile. WGH would be willing to spend up to \$50,000 over the term of the initial contract for capital improvements to the facility provided there is a clear positive financial return over the term of the contract.

Any project undertaken would be subject to review and approval by the City. Any new FF&E would become City property. All work would be undertaken as to not require closure of the facility and to minimize any affect or impact on the operation of the facility. WGH would ask the City to credit 50% of the cost of any project towards rent.

References

Mr. Lance Johnson, CGCS
Parks and Golf Manager
City of Westminster
303.658.2854
ljohnson@cityofwestminster.us

Mr. William Rickert
Vice President
Evergreen National Bank
303.674.2700
brickert@enbcolorado.com

Mr. David Nickless
Senior Territory Manager
US Foods
855.877.1450
David.nickless@usfoods.com

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:

Western Golf Hospitality, LLC

By K. CUMMIS

Title: owner

6-21-24
Date