



REQUEST FOR PROPOSALS

2024

KRUEGER HASKELL GOLF COURSE

CLUBHOUSE CONCESSIONS OPERATOR OF FOOD AND BEVERAGE

Prepared by:
City of Beloit
Department of Public Works
2351 Springbrook Court
Beloit, WI 53511

Attention: Mark Young, Golf/Horticulture Supervisor

INVITATION
REQUEST FOR PROPOSAL

The City of Beloit will receive sealed written proposals for a Concession Operator at the Krueger Haskell Golf Course until 12:00 pm/noon local time on Friday, February 2, 2024 at Department of Public Works located at 2351 Springbrook Ct., Beloit, Wisconsin, 53511, in accordance with the specifications included in this proposal packet. The Proposal Packets may also be picked up at the Public Works Office.

Operators may attend the pre-proposal meeting on Thursday, February 1, 2024 at 1 p.m. at 1611 Hackett Street, Beloit, Wisconsin 53511.

Questions can be submitted by email to Mark Young, Golf/Horticulture Supervisor, youngm@beloitwi.gov no later than Friday, January 26, 2024. All questions will be reviewed and responded to at the pre-proposal meeting.

All proposals **must** be submitted with all required forms and information in a fully **sealed envelope with the sealed outer envelope plainly marked as “2024 KRUEGER HASKELL GOLF COURSE CONCESSIONS RFP”** and are due prior to the time and date for submission of proposals indicated in this invitation, or prior to an extension thereof, issued to the proposers. Improperly marked proposals and proposals received after 12:00 pm/noon local time Friday, February 2, 2024 will not be considered; any proposal received improperly will be rejected.

Address all proposals as follows:

2024 Krueger Haskell Golf Course Concession RFP
Attention: Mark Young, Golf/Horticulture Supervisor
City of Beloit
2351 Springbrook Ct
Beloit, Wisconsin 53511

The City of Beloit reserves the right to reject any or all proposals and to waive any informality, and to make the award in such a manner deemed right and proper for the best interest of the City.

SCOPE OF SERVICES SUMMARY (BASE PROPOSAL)

The City of Beloit (hereinafter “City”) is seeking proposals for a Concessions Operator (hereinafter “Operator”) to operate food and beverage concessions, including beer and liquor beverage services at the Krueger Haskell Golf Course (hereinafter “Golf Course”) in accordance with a formal Food and Beverage Operating Agreement (hereinafter “Agreement”). This is a one (1) year agreement commencing April 1, 2024 with the option to extend for up to two (2) one-year periods. The typical operating season is from April 1 through October 31 (depending upon weather conditions). The successful bidder shall propose a total annual amount to be paid in seven (7) equal monthly installments to the City to operate said concessions as a franchise fee. The minimum bid amount that will be accepted is One Thousand Dollars (\$1,000.00) per month. Late fees apply to payments received after the 10th day of the month in which the payment is due.

Operator is required to complete the proposal application form and submit a written proposal including but not limited to the following-

1. Comprehensive Business plan.
2. If a current liquor license is held without violations.
3. Previous experience of operating a food service business with or without dispensing alcoholic beverages.
4. Past record of performance/years of experience in a similar scope of service.
5. The ability to create credit and sustain local food and beverage product suppliers.
6. Tentative food & beverage menu including pricing.

Operator’s primary responsibilities at the Golf Course include:

1. To provide the service of food, snacks, soft drinks, beer, wine, and general bar service to the public in the Golf Course clubhouse (hereinafter “Clubhouse”).
2. To provide the service of food, snacks, soft drinks, beer, wine, liquor, and general bar service to the public on the Golf Course by utilizing beverage cart as provided by the City. Operator will operate the beverage cart on weekdays starting at 3:00 pm, weekends starting at 9:00 am, all holidays during the golf season (as set forth in the attached Agreement), golf outings (playdays), leagues, and tournaments, as well as additional hours as determined contractually.
3. To provide the service of snacks and soft drinks from vending machines. Currently, one is on site. (Operator may provide this service from machines either owned or rented.) Operator is responsible for servicing and stocking the vending machines.
4. To provide catering services for golf outings (playdays, leagues, and tournaments) and other scheduled activities and/or events at the Clubhouse. The average number of events per season is fifteen (15) playdays, four (4) leagues, and four (4) tournaments.
5. To provide a menu board and/or hand-held menu that displays all food/beverage options including pricing.
6. To provide a comprehensive catering menu for golf outings (playday events) that identifies various menu option packages at a set price per person or based upon a group rate.

7. To maintain the bar and grill area in a clean and organized manner in accordance with appropriate food handling sanitation procedures required by Rock County Health Regulations.
8. As identified by the City's Golf Course facility manager and/or their designee, to clean and maintain other areas within the Clubhouse as related to concession services: vacuuming carpets, mopping floors in restrooms and dining area, cleaning dining tables and chairs, and emptying trash containers. Operator is responsible for all cleaning supplies.
9. To obtain and maintain, with no suspensions, the appropriate alcohol and beverage licensing permits from the State of Wisconsin, as well as applicable local permits and insurance coverage.
10. To order and maintain inventory control of all food and beverages (including alcoholic beverages) to be sold at this location.
11. To employ and schedule staff in conjunction with the City's Golf Course facility manager and/or their designee based upon pre-determined operational hours of the Clubhouse. General operating hours are as follows: approximately dawn to dusk daily. Opening and closing may fluctuate based upon weather conditions and the time of season (year) as based upon golf operations. Operator agrees to keep the Clubhouse open from 8:00 am to 8:00 pm daily at a minimum unless the Golf Course has been closed by the Director of Parks and Recreation or his designee.
12. To supervise the concession staff and manage the payroll in accordance with applicable rules and regulations. Operator is expected to comply with all State and Federal requirements.

GENERAL CONDITIONS

1. Rental Space

The operational area for concessions is approximately 3,000 square feet of the Clubhouse and includes the bar, grill, kitchen, storage room, and dining area. Seating capacity is approximately 120 persons.

2. Term

The term of the Agreement shall be April 1, 2024 through October 31, 2024 and may, by written mutual agreement, be renewed at the same terms and conditions for additional two (2) one-year terms.

3. Services and Programs

Operator shall use the premises to conduct food and beverage service operations. Operator shall also have the right to provide food and beverage service to the general public and non-users of the Golf Course. The premises consist of the Clubhouse with kitchen, grill, dining area, and bar. Operator shall have the right to provide indoor musical entertainment, if permitted by City ordinance, and further providing that all necessary permits or licenses are obtained and written approval from the Director of Parks and Recreation is obtained. Operator shall comply with all laws, including ordinances, rules and regulations of the City, with respect to its operations and shall not conduct or allow any type of gambling on the premises, including, but not limited to: slot machines, video poker, sports pools or raffles. Operator may provide entertainment such as bean bags, video trivia, darts, and other video amusement devices, provided that such are permitted by law and authorized in writing by the Director of Parks and Recreation. Note, video gaming is prohibited in

the State of Wisconsin and Operator shall not provide or allow any video, poker or gaming machine, or other similar amusement devices. All entertainment offered by Operator is subject to the approval of the Director of Parks and Recreation, and in no case shall it involve nudity, partial nudity, wet T-shirt contests or lingerie shows.

4. Franchise Fee

The City requires a minimum proposal of Seven Thousand Dollars (\$7,000) per golf season (\$1,000/month) for any response to be eligible for consideration. All monthly payments shown on the attached Agreement will be due to the City by the first day of the month indicated. Late fees apply to payments received after the 10th day of the month in which the payment is due.

The City does not guarantee any minimum revenue to Operator, nor is the City responsible for any projected or actual loss of revenue for any reason whatsoever.

5. Audit

Operator will be required to allow the City access to its books and records and to provide quarterly financial reports as more fully set forward in the Agreement attached hereto.

6. Equipment

Operator shall be responsible for providing sufficient equipment at his/her sole cost and expense to adequately conduct the food and beverage service operations. Any additional equipment, including microwaves, which are not defined within **Appendix 2**, shall be provided by Operator, unless negotiated within the Agreement. Operator must provide any necessary utensils, dishes and other customary food service equipment required to serve and prepare the food.

<p>Appendix 2 shows an inventory of City-owned equipment within the Clubhouse which is available for use by Operator.</p>
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Operator shall repair or replace all damaged or destroyed fixtures and equipment, and shall deliver the same to the City at the termination of the Agreement in as good a condition as when received by him/her, ordinary wear and tear excepted. The City shall replace worn out City equipment or equipment which is damaged through no fault of Operator and which can no longer be repaired. Prior to the beginning of each golf season, all equipment listed in **Appendix 2** shall be checked by the City and Operator, and any necessary repairs not the responsibility of Operator will be made by the City. Operator will be deemed to have accepted the equipment in "as is" condition and shall assume responsibility for maintenance thereof upon execution of the attached Agreement.

7. Golf Course Fees and Charges

Operator shall retain all revenue received through the sale of food and beverage. The fees for the food and beverage shall be defined by Operator and appropriately displayed for the patrons.

8. Employees

Operator shall provide sufficient and competent employees to adequately manage and operate the food and beverage service, and shall be obligated to pay all wages for such employees, including the withholding of payroll, social security taxes, workers' compensation, and other personnel costs which may be required. Said employees shall be able to deal effectively and courteously with the general

public in a recreational setting. Operator shall further provide adequate training to said employees. Operator's employees shall be easily identified.

9. Sale of Alcohol

Operator shall provide and sell alcohol at the Clubhouse and on the Golf Course through one food and beverage cart provided by the City. All sales of liquor shall be in strict conformity with State and Local laws and ordinances. Operator shall be required to diligently pursue the issuance of an alcohol beverage license for the retail sale of malt liquor and alcoholic beverages, including service on the Golf Course through the use of a food and beverage cart. Operator, at a minimum, must be able to obtain licenses permitting fermented malt beverages and liquor. Failure to obtain the same shall subject the Agreement to termination. Should the alcohol license be sanctioned either via revocation or suspension, or should Operator's employees be charged with any underage alcohol violation relating to the Golf Course premises, the Agreement may be terminated at the sole discretion of the City. At the conclusion of the Agreement or any renewals thereof or if either party terminates the Agreement prior to the scheduled termination date, Operator agrees to relinquish back to the City any and all licenses obtained for the sale of malt liquor and alcoholic beverages.

10. Payment of Concession Expenses

All ordinary and usual business expenses incurred in the operation of the food and beverage service operations shall be paid entirely by Operator. Such expense shall include, but not be limited to: employee compensation, cost of food or other commodities consumed or offered for sale, telephone and internet services, cable or satellite TV, grease trap and grill hood filter maintenance, grease disposal, supplies, taxes, credit card system, and insurance premiums. The City assumes all expenses as related to electricity, gas, water and sewer utility for the Clubhouse.

11. Janitorial Maintenance

Operator shall be responsible for the general maintenance of the clubhouse on a daily basis. General maintenance includes kitchen and bar service area along with clubhouse common area and restroom/locker rooms when custodial service provider is not scheduled.

The Clubhouse must meet all standards of cleanliness and sanitation so as to satisfy all health code requirements of the Rock County Health Department and be subject to periodic inspections by the Health Department and City officials. Operator shall supply all necessary janitorial and maintenance cleaning supplies for proper cleaning of the restroom facilities. The City will provide all hand soap and paper products for the restrooms and locker rooms only. Operator shall provide for trash disposal into the trash dumpster. The City shall provide a dumpster within the parking lot area.

12. Repairs to Premises

The City shall assume responsibility for all major and minor repairs to the Clubhouse as set forth in the attached Agreement. Repairs shall be defined as structural repairs, including, but not limited to such categories as: the building floors, walls, roof, exterior plumbing, electrical, sewer, heating, and air conditioning systems.

In no event shall the City be required to make repairs or replacements when the damages are a result of the action or inaction of Operator, Operator's employees, agents or invitees.

Operator shall be responsible for repairs to Operator's equipment.

13. Golf Privileges

No golf privileges are granted to Operator, Operator's employees or invitees under the criteria of the attached Agreement.

14. Signs

Operator shall not erect or display, or permit to be erected or displayed, within the Clubhouse or anywhere on the Golf Course premises, any permanent sign or advertising of any kind without first obtaining written consent from the Director of Parks and Recreation, or his designee, and provided the sign complies with local sign ordinances.

15. Improvements

Operator shall not be permitted to make any changes or modifications to the buildings on the premises without the prior written consent of the City. Representatives of the City and Operator shall meet prior to each golf season to inspect the Clubhouse and establish a list of repairs to be performed by each party during the year.

16. Rules and Regulations

The City has written rules and regulations concerning the appropriate use and operations of the Clubhouse. Upon review by the Director of Parks and Recreation, the City's approval shall not be unreasonably withheld from any rule or regulation requested by Operator.

Operator shall adhere to all ordinances, policies, rules, and regulations of the Clubhouse. The standard of cleanliness and sanitation in respect to personnel, food preparation and handling, equipment and facilities shall be consistently maintained at a high level and shall meet or exceed all such requirements established by the City.

17. Taxes

Operator shall pay all taxes of whatever character that may be lawfully levied upon or charged against or upon Operator's operation hereunder. Operator shall pay all licenses or permit fees necessary or required by law for the conduct of its operation hereunder.

18. Off Season Use

The City desires to utilize the Clubhouse throughout the year. This is an opportunity to expand use of the building and concessions beyond the golf season. Please provide your thoughts and level of interest.

19. Right to Accept/Reject

The City reserves the right to award all or a portion of this Request for Proposals ("RFP") on a line-item basis to one or more bidders/proposers or the award may be made to the lowest/highest, responsible and best proposal total, whichever is in the best interest of the City. The City reserves the right to accept or reject any or all proposals and to accept any proposal deemed to be in the best interest of the City. In addition, the City reserves the right to reissue all or part of this RFP and/or not award any contract at its discretion and without penalty. The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other quoters/proposers, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the services. A nonmaterial variance in a bid/proposal does not give one bidder/proposer a competitive advantage or benefit not enjoyed by the others. A nonmaterial variance may be accepted as responsive, or at the direction of the City,

may be rejected as non-responsive. In the event the City waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the bidder/proposer from full compliance with the specifications or other contract requirements if the bidder/proposer is awarded the contract.

20. Incurring Costs And Reserve Right To Cancel

The City will not be responsible for any expenses incurred by any bidder/proposer in the development of a response to this RFP, including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to the City and/or its representatives. Further, the City shall reserve the right to cancel the services described herein prior to issuance and acceptance of any contractual agreement by the successful bidder/proposer.

21. Firm Pricing

Offered amounts shall remain firm for a minimum of sixty (60) days after the due date of this RFP to allow evaluation and award determination, unless indicated otherwise. Once awarded, amounts shall remain firm for the duration of the Agreement.

22. Statutory Information

Any agreement resulting from this RFP shall be construed in accordance with the laws of the State of Wisconsin. Any litigation between the parties arising out of, or in connection with the Agreement shall be initiated in Rock County Circuit Court, State of Wisconsin.

23. Nondiscrimination

In connection with the performance of services under the attached Agreement, the successful bidder/proposer agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in any subcontracts. This provision is inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of that ordinance.

24. Affirmative Action

Operator shall agree to adopt an affirmative action plan to increase in Operator's partners, associates and employees the representation and number of under-represented groups which have been victims of employment discrimination in all of Operator's departments, job classifications and salary categories. Operator shall agree to include the same provision in its subcontracts and to require its subcontractors to include the same provision in their subcontracts. This provision is inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of that ordinance.

25. Public Records Requirement

It shall be understood any quotation and any/all referencing information submitted in response to this RFP shall become the property of the City and will not be returned. The City will use discretion with regards to the disclosure of propriety information contained in any response, but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure.

26. Assignment Or Subcontract

Operator shall not assign any right or interest, nor delegate or subcontract any obligation owed without the written consent of the City.

27. Independent Contractor Status

Operator agrees it is an independent contractor with respect to the services provided pursuant to the attached Agreement. Nothing in the attached Agreement shall be considered to create the relationship of employer and employee between the parties.

28. Non-Compliance

Submission of a proposal constitutes confirmation that you or your company is not presently on any lists maintained by the Wisconsin Department of Administration, or any other State or Federal Government for non-compliance with any requirements, including equal opportunity and/or affirmative action.

29. Execution of Agreement

The successful Operator shall be expected to review and accept all terms of the attached Agreement and enter into and execute said Agreement within thirty (30) days of notification of a successful bid/proposal.

KRUEGER HASKELL GOLF COURSE EQUIPMENT AND APPLIANCES

Item	Amount	Location	Brand/Model	Date Purchased
Cooler (3 bin)	1	Bar	Superior	2005
Cooler (2 bin)	1	Bar	Superior	2005
Bar Stools	34	Bar Counter/Common Area	Modesto	2017
Stove	1	Behind Bar Counter	Hobart	2005
Chairs	64	Common Area	Custom Stack	1996
Tables	15	Common Area	Custom Stack	1996
Tables (Oval Banquet)	5	Storage Room	Mighty Lite	2011
Tables (Raised)	5	Common Area	Modesto	2017
Tables (Rectangular)	5	Common Area	Modesto	2015
TV (LED 39")	1	Storage Room	Element	2017
TV (LED 40")	1	Common Area	Sanyo	2018
TV (Plasma 50" flat screen)	1	Storage Room	LG	2010
Deep Fryer	1	Behind Bar Counter	Superior	2005
Freezer	1	Kitchen	Edesa	2012
Freezer	1	Kitchen	Artic Air	2005
Freezer	1	Kitchen	Frigidaire	2014
Ice Machine	1	Kitchen	Ice-O-Matic	2009
Refrigerator	1	Kitchen	Artic Air	2005
Sink Counter	3	Kitchen	SD01	1983
Charcoal Grill	1	Outside of Clubhouse	----	1992
Portable Gas Grill	1	Storage Room	Rankam Metal Products	2020
Cooler (Rolling - 3 door)	1	Behind Food Counter	True Refrigerator	2005



Department of Public Works
2351 Springbrook Court
Beloit, WI 53511

**PROPOSAL APPLICATION FORM
CONCESSION OPERATIONS AT THE KRUEGER HASKELL GOLF COURSE**

TO: City of Beloit
Department of Public Works
2351 Springbrook Court
Beloit, WI 53511

FROM: Corporation _____
Name _____
Address _____
City/State/Zip _____
Phone _____
Email _____

Proposal:

The City of Beloit is seeking a Concession Operator to pay the minimum requirement of **\$1,000 per month during the operating season.**

BASE PROPOSAL FEE PROPOSED FOR 2024 \$ _____ Rent per Month

Optional Annual Adjustment in 2025 \$ _____ Rent Per Month

Optional Annual Adjustment in 2026 \$ _____ Rent Per Month

The undersigned, being familiar with the Request For Proposal for Concession Operations for the Krueger Haskell Golf Course at 1611 Hackett Street, Beloit, Wisconsin, 53511, agrees to furnish and deliver as stated on the Proposal Application Form according to the aforementioned documents at the following price.

Operator is interested in expanding concession operations beyond the typical golf season:

Yes_____ or No_____

If yes, explain interest below:



Department of Public Works
2351 Springbrook Court
Beloit, WI 53511

**PROPOSAL APPLICATION FORM
CONCESSION OPERATIONS AT THE KRUEGER HASKELL GOLF COURSE**

CORPORATION BIDDING

Name of Corporation

Name of Person Submitting Proposal (Print)

Address

City, State, Zip Code

Primary Phone

Witness Name (Print)

Email Address

Witness Signature/Date

Authorized Signature/Date

or

INDIVIDUAL OR PARTNERSHIP

Name of Individual or Partnership

Name of Person Submitting Proposal (Print)

Address

City, State, Zip Code

Primary Phone

Witness Name (Print)

Email Address

Witness Signature/Date

Authorized Signature/Date

Points will be awarded based upon the information provided within your proposal, and any supplemental information that you care to provide beyond the items as requested and/or required and stated within the RFP.

1.	Proposal contains all items as requested below.	5	
2.	Comprehensive Business plan.	20	
3.	If a current liquor license is held without violations.	15	
4.	Previous experience of operating a food service with or with dispensing alcoholic beverages.	10	
5.	Past record of performance/years of experience in a similar scope of service.	20	
6.	The ability to create credit and sustain local food and beverage product suppliers.	15	
7.	Tentative food & beverage menu including pricing.	10	
8.	Provide any consideration of a monthly payment above the proposed minimum requirement.	5	
TOTALS		100	

**CLUBHOUSE FOOD AND BEVERAGE OPERATING AGREEMENT
FOR KRUEGER-HASKELL MUNICIPAL GOLF COURSE**

THIS AGREEMENT is made this ____ day of _____, 20__ by and between the City of Beloit, a Wisconsin municipal corporation, with its principal offices located at 100 State Street, Beloit, Wisconsin (hereinafter referred to as the “**City**”) and _____ (hereinafter referred to as the “**Operator**”).

WHEREAS, the **City** owns, operates and maintains the Krueger-Haskell Municipal Golf Course; and

WHEREAS, the **City** desires to hire a competent and qualified operator to provide certain services at Krueger-Haskell Municipal Golf Course; and

WHEREAS, **Operator** desires to provide those services to the **City**; and

WHEREAS, the **City** believes that **Operator** is competent and qualified to provide those services to the public.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. TERM OF CONTRACT: OPTION TO RENEW

1.1 **Term:** The term of this Agreement shall be April 1, 2024 through October 31, 2024. Subsequent seasons shall commence on April 1 and end on October 31. The **Operator** shall have the right to extend this Agreement for two (2) additional annual periods for the 2025 golf season and the 2026 golf season; provided that this Agreement is not earlier terminated and that the **Operator** provides the **City** with advance written notice of intent to renew not later than October 15 nor earlier than September 15 for the respective subsequent renewal period. **Operator** recognizes that the **City** has the exclusive right to determine the exact starting and closing dates for the season, along with operational periods during the season, which, among other things, are dependent upon weather conditions and the condition of the golf course. Food and beverage service shall begin each season, at least concurrent with the opening of the golf course and continue until October 31 unless the course is closed for the year prior to said date. Notwithstanding the above, the **Operator** shall have the right to terminate this Agreement for any ensuing year by providing written notice of termination to the City no later than September 1 of each year. Should the **City** fail to open the course by April 1 for the season or close the course for the season prior to October 31 the Operator may choose not to operate and if so, shall be entitled to a prorata adjustment in the monthly portion of the annual fee computed on the number of days during which Operator does not operate. Should the course open for the season prior to April 1 or remain open for the season after October 31 the Operator may choose to operate during such times and in such case shall pay the City a prorata additional annual fee computed on the number of days in excess of the season the Operator operates. No prorata adjustments shall be made in the case of periodic course closures due to weather and course conditions and the provisions herein for prorata adjustments shall only be applicable to the opening or closing of the course for the season.

1.2 **Year-Round Operation:** **Operator** may operate a restaurant and bar in the clubhouse from November 1st through March 31st of each annual period, provided that the parties can agree upon the terms and conditions for operation of the restaurant and bar, including any concession fees, and provided further that the **Operator** is in full compliance with all of the terms and conditions herein. If **Operator** is interested in operating a restaurant and bar during the months of November through March, **Operator** shall notify the **City** of such interest on or before September 1st of each year.

2. **NATURE OF CONTRACT**

2.1 **Not a Lease:** It is expressly understood and agreed that this Agreement is not a lease or a conveyance of real estate, but merely a granting of the right to conduct certain activities and provide certain services for the benefit and convenience of the public.

2.2 **Franchise:** The **City** hereby grants to **Operator** a franchise to operate the food and beverage concession located at the Krueger-Haskell Municipal Golf Course Clubhouse during the term of this Agreement.

3. **PREMISES**

3.1 **Description of City Facilities and Equipment:** The **City** hereby agrees that facilities and equipment to be used by **Operator** in the operation of the concession granted shall include the following:

3.1.1 The real estate shown on Exhibit A.

3.1.2 The clubhouse, which is located on the premises shown on Exhibit A. This shall include the entirety of the clubhouse provided the City shall have the right to use area of the front counter for merchandise and pass/ticket sales.

3.1.3 The personal property owned by the **City** as described in Exhibit B.

3.2 **Modifications of City Facilities and Equipment:** **Operator** shall not be permitted to make any changes or modifications to either the general course layout or any of the buildings on the premises without the prior written consent of the **City**. Representatives of the **City** and **Operator** shall meet prior to each golf year to inspect the clubhouse and establish a list of improvements and repairs to be performed by each party during the year.

3.3 **Vending:** **Operator** shall have the right to install and operate food or beverage vending machines in the area immediately adjacent to the clubhouse, provided it obtains written approval from the Public Works Director as to the exact location and number of such machines. Such approval shall not be unreasonably withheld. **Operator** shall also have the first right of refusal to provide any “on course” vending machines as the City may from time to time propose.

3.4 **On Premise Signage:** **Operator** shall not erect or display, or permit to be erected, or displayed on the premises any permanent sign, or advertising matter of any kind without first obtaining the consent of the **City** and only if the sign complies with local sign ordinances. Any sign or advertisement within the clubhouse shall be of good quality, and requires advance permission from the Public Works Director or designee. No signage may be taped to the walls, windows or doors of the clubhouse facility. No signage shall be installed so as to block the view of the golf course from the clubhouse.

3.5 **Surrender of City Facilities and Equipment:** **Operator** shall remove its personal property from the premises shown on Exhibit A and shall vacate the same and surrender it to the **City** within thirty (30) days after expiration of the term of this Agreement, provided that no renewal is finalized for the following season. **Operator** shall surrender the buildings and building fixtures to the **City** in the condition specified by paragraph 11.2.8 of this Agreement and shall surrender the **City's** equipment and personal property to the **City** in the condition specified by paragraph 11.2.8 of this Agreement.

4. **USE OF PREMISES**

4.1 **Primary Purpose:** **Operator** agrees to use the premises primarily for the purpose of operating a food and beverage concession at the municipal golf course, including the operation of a food and beverage cart.

4.2 **Use of Clubhouse:** The clubhouse shall be open to the public and have food and beverage service available during all hours of operation during the golf season. The golf season normally begins on April 1st and ends on October 31st, weather permitting. The starting and ending of the golf season may vary depending on weather conditions and therefore the **City** encourages the **Operator** to provide services simultaneously with the **City** operations at other times of the year.

5. **RELATIONSHIP BETWEEN THE CITY AND THE OPERATOR**

The relationship between the **City** and **Operator** shall be one of independent contractor and not one of employer and employee. **Operator** hereby acknowledges that it is an independent contractor under the United States Internal Revenue Code and agrees to comply with all tax laws applicable to an independent contractor. **Operator** shall supply its employer identification number to the Director of Parks and Recreation before commencing any work under this Agreement.

6. **RULES AND REGULATIONS**

Operator shall adhere to all federal, state and local laws, regulations, ordinances, or policies applicable to **Operator's** operations at the course, including, but not limited to regulations that prohibit gambling.

7. **PERSONNEL**

7.1 **Appointment of Operations Manager:** The parties acknowledge that _____ is the responsible party regarding the operations contemplated by this Agreement (the "Responsible Party"). The Responsible Party may appoint another person(s) and delegate certain management responsibilities to such

person(s) during any period of time wherein the Responsible Party is absent from the premises (an "Operations Manager"). It is acknowledged that the Responsible Party or their appropriately appointed Operations Manager(s) shall be present at all times during regular hours of operation of Operator's business on the premises. The Public Works Director, or designee, shall be notified in advance of the Responsible Parties' absence when it is expected to exceed two days. The Public Works Director, or designee, shall be notified of the names and contact information for the Operations Manager(s).

7.2 **Other Employees:** **Operator** shall provide sufficient and competent employees to adequately manage and operate the clubhouse facilities, and shall be obligated to pay all salaries for such employees, including the withholding of payroll, social security taxes, workers compensation, and other personnel costs which may be required. Said employees shall be competent and able to deal effectively and courteously with the general public in a recreational setting. **Operator** shall further provide adequate training to said employees.

7.3 **Employee Dress:** **Operator** shall require its employees to dress in an appropriate manner. **Operator** shall provide all employees with a staff shirt. The design, style and color of the shirt shall be approved by the Public Works Director, or designee. All employees shall wear name badges.

8. **FRANCHISE FEE**

8.1 **Annual Fee:** **Operator** agrees to pay the **City** an annual franchise fee of \$7,000 per golf season. The base annual franchise fee shall be paid in seven (7) equal installments of \$1000 which is due on the first day of each month starting on April 1 and ending on October 1.

8.2 **Late Charges:** Each installment shall be subject to a delinquency charge of \$200.00 per month (or fractional month) if paid on or after the tenth (10th) day of the month in which the installment is due. A payment over 30 days late shall be cause for immediate termination of this Agreement.

9. **GOLF COURSE FEES**

9.1 **Golf Fees:** **Operator's** officers and employees may use the golf course, provided that they pay all applicable golf fees.

9.2 **Liability for Loss or Theft of Operator's Valuables:** **Operator** shall keep its money and other valuables in a safe and secure location. **Operator** shall obtain, at **Operator's** expense, a Fidelity/Crime policy of insurance covering robbery or loss of valuables whether due to an inside or outside source. The policy should have limits adequate to cover any potential loss and shall name the **City** as an additional insured. The Fidelity/Crime policy shall be listed on the certificate of insurance required by paragraph 19 of this Agreement. **Operator** agrees that neither the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, will be liable to **Operator** or anyone else for any damage or loss to any of **Operator's** personal property or equipment stored at the Krueger-Haskell Municipal Golf Course Clubhouse (Clubhouse) due to fire, theft, vandalism, mysterious disappearance, rodents, insects, acts of God or other active or passive acts, omissions or negligence of the City, its elected

and appointed officials, officers, employees, agents, representatives and volunteers. **Operator** further agrees to hold harmless and indemnify the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers from any and all damage, loss, claim, cause of action or expense arising directly or indirectly from **Operator** storing personal property or equipment at the Clubhouse.

10. HOURS OF OPERATION

10.1 **Golf Course:** The golf course shall be open to and available for use by the public from approximately dawn to dusk during the golf course season, which is April 1st through October 31st, weather permitting. Those dates and hours may be changed by the Public Works Director, or designee, if, in their opinion, weather or course conditions require a periodic course closure. The Public Works Director, or designee, may close the golf course, or any part thereof, when in their judgment, conditions are such that continued golf play may result in damage to the golf course or present a hazard to golfers. In addition, the Public Works Director, or designee, may open the course for the season prior to April 1st or close the course for the season prior to October 31st in any given year.

10.2 **Clubhouse:** **Operator** agrees to keep the clubhouse open to the public from 8:00 a.m. to 8:00 p.m., at a minimum, during the golf season, unless the golf course has been closed by the Public Works Director, or designee. **Operator** may choose to operate at any other hours beyond the minimum **Operator** chooses provided any sale of alcohol complies with the applicable time limits thereon. Should the City close the course for a given day or portion thereof the **Operator** is not obligated to operate during any such periodic closure but may elect to remain open.

10.3 Beverage Cart:

10.3.1 **Operator** shall operate the food and beverage cart:

10.3.1.1 On weekdays starting no later than 3:00 p.m. and on weekends starting no later than 9:00 a.m.

10.3.1.2 For all scheduled events, including golf outings (playdays), tournaments, and/or leagues.

10.3.1.3 On all holidays during the golf season.

10.3.2 In addition to the required operation of the food and beverage cart outlined in section 10.3.1 above, the **Operator** may choose to operate the food and beverage cart upon request and approval by the Golf/Horticulture Supervisor or designee.

10.4 **Catering Services:** **Operator** shall provide catering services for Golf Outings (Playdays, Leagues, and Tournaments) and other scheduled activities and/or events at the Golf Course Clubhouse.

11. MAINTENANCE, REPAIRS, DAMAGE, AND DESTRUCTION OF GOLF COURSE GROUNDS, BUILDINGS, AND FIXTURES

11.1 City Responsibilities:

11.1.1 **Major Repairs:** The **City** shall assume responsibility for all major repairs to the buildings shown in Exhibit A. Major repairs are structural repairs, including but not limited to categories as: the building floors, walls, and roof, and the exterior plumbing, electrical, sewer, heating, and air conditioning systems.

11.1.2 **Minor Repairs:** The **City** shall be responsible for minor repairs, other than those described in paragraph 11.2.5 below. Examples of minor repairs include, but are not limited to, repairs to kitchen fixtures and appliances owned by the **City** as described in Exhibit B.

11.1.3 Any major or minor repairs that are necessitated as a result of either the negligence or actions or inactions of **Operator**, its employees, agents, or invitees shall be the responsibility of **Operator**.

11.1.4 The **City** agrees to have the carpeting at the clubhouse cleaned prior to the opening of each golf season.

11.1.5 The **City** agrees to clean kitchen exhaust filters twice a year.

11.1.6 The **City** agrees to purchase and provide the hand towels and paper product(s) to be used by the **Operator** when maintaining clubhouse restrooms in between the **City's** other contracted cleaning services.

11.1.7 The **City** shall provide the **Operator** the first right of refusal to purchase exclusive placement of a restaurant/food service ad on the Krueger-Haskell Golf Course Scorecard. Additionally, **Operator** agrees other restaurants may advertise on said Scorecard, but the **City** will not accept such ads offering any type of discounting or food service specials.

11.1.8 The **City** shall be responsible for annual cleaning and inspection of the clubhouse stove fire protection system before each golf season.

11.2 Operator Responsibilities:

11.2.1 **Report of Complaints:** **Operator** shall immediately notify the Director of Parks and Recreation, or designee, of any problems or complaints regarding the food and beverage area, and/or other areas of the clubhouse including the golf course.

11.2.2 **Maintenance of Buildings:** **Operator** shall be responsible for the general maintenance of the

clubhouse on a daily basis. General maintenance includes kitchen and bar service area along with clubhouse common area and restroom/locker rooms when the city's contracted custodial service provider is not scheduled. **Operator** shall provide all necessary cleaning supplies and equipment for these services excluding hand towels and paper product(s) for the clubhouse restrooms as provided by the **City** pursuant to section 11.1.6 above.

- 11.2.3 **Maintenance of Kitchen Equipment:** Kitchen equipment, especially the grill and exhaust fan, shall not be allowed to be coated with grease. **Operator** shall be solely responsible for establishing a proper grease trap cleaning schedule meeting the requirements of Chapter 29 of the City of Beloit Code of Ordinances and shall further be responsible for obtaining any necessary permits or licenses therefore. The grease trap shall be cleaned as needed and the material properly disposed of off-site. The floor behind the counter shall be mopped and scrubbed regularly, specifically the area under the fryer and stove.
- 11.2.4 **Compliance with Health Codes:** All state and local health laws and regulations (including any applicable Rock County ordinances) shall be strictly complied with, such as vacuuming, table cleaning, emptying of waste containers and other necessary miscellaneous housekeeping duties. The **City** can and shall without notice inspect and demand that conditions which are, in its opinion, unsanitary be corrected without delay.
- 11.2.5 **Routine Maintenance:** **Operator** shall be responsible for replacement of light bulbs. The **City** shall provide assistance in responding to extreme maintenance issues, including, but not limited to removal of blockages in restroom, kitchen and other plumbing fixtures, as deemed warranted by the Director of Parks and Recreation, or designee.
- 11.2.6 **Trash and Litter Removal:** **Operator** shall pick up all trash and litter in the clubhouse. **Operator** shall place the trash bags within a dumpster. The **City** shall provide, at the **City's** cost, a trash dumpster within the parking lot, and will provide recycling pick-up services weekly.
- 11.2.7 **Disorderly People:** **Operator** will use its best efforts to prohibit any unlawful or disorderly conduct in the clubhouse and the immediate area surrounding the clubhouse and shall promptly notify police of such conduct.
- 11.2.8 **Keys/Access Codes:** **Operator** shall be provided with a key to the main entrance of the clubhouse, along with the alarm code(s) for the facility. **Operator** shall not provide the key nor the access code to any other party. If the key to the main entrance door is lost, the **Operator** shall immediately notify the Golf/Horticulture Supervisor, (608) 751-2404 or the Facilities Manager, (608) 481-0290. Keys shall be returned to the **City** at the termination of this Agreement.
- 11.2.9 **Repair and Maintenance of City's Equipment and Other Personal Property:** At the termination of this Agreement, **Operator** shall surrender and return the premises, including all buildings, fixtures and equipment, to the **City** in the same condition that it was in on the effective date of this

Agreement, reasonable wear and tear excepted.

12. REPAIR AND MAINTENANCE OF EQUIPMENT. **Operator** shall maintain all of the **City's** equipment and other personal property listed in Exhibit B in good operating order during the term of the Agreement. **Operator** shall repair or replace all of the **City's** damaged equipment and personal property and deliver it to the **City** at the termination of this Agreement in as good a condition as when received (unless replaced), ordinary wear and tear excepted. The **City** shall replace equipment which is damaged through no fault of **Operator**, its employees or patrons and which can no longer be effectively repaired. Reparability is a matter of the sole discretion of the Director of Parks and Recreation. Prior to the beginning of each golf season, all property listed in Exhibit B will be checked out by the **City** and **Operator** and any repairs necessary will be made by the **City**. **Operator** will then accept the equipment "as is" and will assume the responsibility for maintenance by signing the appropriate **City** form. **Operator**, not the **City**, shall be liable for any property damage or personal injury caused by **Operator's** failure to properly operate, repair or maintain the equipment.

13. RENOVATION AND REMODELING. **Operator** shall not make any improvements to the **City's** land, buildings or fixtures without written permission from the Director of Parks and Recreation. Improvements shall include, but are not limited to: any change to the buildings, including the floors, walls, doors, windows and roof which would alter its physical structure or appearance; any modification to floor treatment; any modification to the building utilities, including the plumbing, electrical, sewer, heating and air conditioning systems, fire alarm and smoke detection equipment. Any such construction permitted by the **City** to be made by **Operator** shall become the property of the **City**.

14. LICENSES AND PERMITS

14.1 **Obtaining Licenses and Permits:** **Operator** shall obtain all licenses and permits necessary, including but not limited to those for the sale of fermented malt beverages, intoxicating liquor, food, tobacco or other products.

14.2 **Licenses not Transferable:** If issued any such licenses or permits, **Operator** shall not at any time in the future transfer or attempt to transfer any such licenses to premises other than the golf course premises. At such time as **Operator** is no longer operating the golf course facilities, **Operator** shall relinquish all such licenses and permits.

14.3 **Payment of License Fees:** **Operator** shall be obligated to secure and pay for all federal, state, and local licenses and permits and pay all sales and excise taxes required for the operation of any food or beverage concession.

15. INSPECTION, ACCOUNTING, AND STATISTICAL RECORDS

15.1 **Records of Fees Collected:** **Operator** shall keep accurate records of all revenues and sales.

15.2 **Inspection of Records and Operations:** The Director of Parks and Recreation, or designee, shall, at all

times, have the authority to inspect the clubhouse facilities and **Operator's** records, including the items listed in paragraphs 17 & 20 below, to determine whether **Operator** is complying with the terms and conditions of this Agreement. The **Operator** shall also be required to submit to the City an annual profit and loss statement no later than February 15th immediately following the end of each golf season.

16. UTILITIES

16.1 **City Responsibility:** The **City** shall furnish the following clubhouse utilities at **City** expense:

16.1.1 Water, sewer, gas, and electricity.

16.1.2 Security alarm system.

16.2 **Operator Responsibility:** **Operator** shall pay for all utility charges for:

16.2.1 Installation or relocation of telephone lines for the food and beverage area of the clubhouse, if required by Operator.

16.2.2 Installation or relocation of telephone lines for the credit card machines for **Operator** sales, if required by Operator.

16.2.3 Telephone service for concessions operation and the credit card machine, if required by Operator.

16.2.4 Security alarm response expenses due to **Operator** staff error.

16.2.5 Either cable or satellite television. At least one such service is required, including a premium package with expanded sports coverage, including at least the Golf Channel.

17. **PUBLIC RELATIONS; CUSTOMER SERVICE.** **Operator** and its officers, employees, agents, representatives, and contractors shall, at all times, treat the general public with the utmost courtesy, respect, and consideration. **Operator** agrees to perform periodic customer service training for **Operator's** employees. All of the **Operator's** employees and the **Operator** or manager must take the responsible beverage servers' course offered at Blackhawk Technical College, or an online course approved by the Wisconsin Department of Revenue, not later than 60 days after beginning employment on the premises.

18. **INDEMNIFICATION.** The **Operator** does hereby agree to indemnify and hold the **City** harmless from liability for claims of damages, including reasonable attorneys' fees, arising out of or resulting from the acts or omissions of **Operator**, its employees, agents and contractors. **Operator** shall take all reasonable precautions to protect its employees, agents, contractors and patrons from injury, damage and loss.

19. INSURANCE

19.1 **Insurers:** **Operator** shall, at its expense, procure the following insurance policies from insurance companies licensed to do business in the State of Wisconsin, with Best's ratings of no less than "AVII" in amounts and coverage not less than the prescribed specifications hereinafter set forth. All insurance policies and required endorsements shall be approved by the **City** prior to the execution of this Agreement.

19.2 **Commercial General Public Liability Insurance:** **Operator** shall, at its expense, procure a Commercial General Public Liability policy with the following standard limits:

- (A) General Aggregate Limit (other than Product/Completed Operations) - \$1,000,000
- (B) Products/Completed Operations Aggregate Limit - \$1,000,000
- (C) Personal & Advertising Injury Limit - \$1,000,000
- (D) Each Occurrence Limit - \$1,000,000
- (E) Fire Damage Limit/Any One Fire - \$100,000

The Commercial General Liability policy will include protection for:

- (A) Bodily Injury and Property Damage Liability arising from premises, operations, products and completed operations.
- (B) Contractual Liability insurance coverings contracts which **Operator** may enter into as part of its normal business operations, including this contract.
- (C) Full Host Liquor Liability coverage for alcohol beverages sold on the premises.
- (D) Coverage for beverage cart covered under the General Liability policy.
- (E) Coverage for property in the care, custody or control of **Operator** or a "Property of Others" policy.
- (F) Participant Accident insurance covering medical payments for injuries to persons partaking in athletic activities.
- (G) Coverage for bodily injury or personal injury inflicted by one **Operator** employee upon another.

19.3 **Worker's Compensation and Employer's Liability Insurance:** **Operator** shall provide a Worker's Compensation policy from a company licensed to do business in the State of Wisconsin which shall include employer's liability coverages as required by the State of Wisconsin.

19.4 **Proof of Insurance/Endorsement:** **Operator** shall provide the **City** with a certificate or certificates of insurance coverage required by this Agreement. The certificate(s) shall name the **City** as an additional insured and shall provide that the policies of insurance shall not be canceled or altered without 30 days prior written notice to the **City**. Such certificate(s) may not contain any qualifications on the duty to so notify the **City**. **Operator** shall provide the **City** with a Notice of Cancellation Endorsement showing the **City** as an additional insured and providing for at least 30 days written advance notice to the **City** prior to any cancellation of the above policies and receipt of such notice by the **City** at any time shall be cause for termination of this Agreement at the **City's** option. The **Operator** shall further provide certified copies of all required insurance policies and endorsements thereto within ten (10) days of the **City's** written request for such copies. The coverage required by this agreement shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured, whether other available coverage is primary, contributing or excess.

19.5 **Operator's Personal Property:** **Operator** shall be responsible to insure **Operator's** personal property against damage resulting from fire, theft or other casualty.

20. INSPECTION OF PREMISES BY CITY

20.1 **Inspection Reports:** The **City**, its agents, employees or contractors may, randomly and/or anonymously, inspect **Operator's** operation and prepare a written report of its findings. A copy of the report shall be provided to **Operator**. The inspection may include, but is not limited to, the following:

20.1.1 Records relating to revenues and sales.

20.1.2 The clubhouse and surrounding premises.

20.1.3 **Operator's** enforcement of **City** ordinances, rules and regulations pertaining to the golf course clubhouse.

20.1.4 The work schedules of **Operator's** personnel.

20.1.5 Compliance with licensing regulations.

20.1.6 Compliance with health regulations.

20.1.7 Evaluation of **Operator's** delivery of service.

20.1.8 Conduct surveys of patron opinions.

20.1.9 Evaluate **Operator's** employees with regard to punctuality and quality of service.

20.2 **Cooperation of Operator:** **Operator** shall cooperate fully with the **City**, its employees, agents and contractors during inspections.

21. **INSOLVENCY OF OPERATOR.** If **Operator** should become insolvent or be declared bankrupt, the **City** shall have the right to terminate this Agreement. **Operator** shall provide immediate written notice to the Director of Operations of any such filing and of any lawsuit naming the **Operator** or any of its Agents as a party.

22. **ASSIGNMENT OF CONTRACT.** **Operator** may not transfer or assign its interest in this Agreement without the written consent of the **City**. This Agreement shall be binding upon the parties, their successors, heirs, administrators, executors and assigns.

23. **TAXES.** **Operator** shall pay, when due, all taxes and assessments incurred by **Operator** in connection with the operation of this concession.

24. **AMENDMENTS TO CONTRACT.** This Agreement may not be amended except by mutual written consent of the parties.

25. **DEFAULT.** If **Operator** is in default in the performance of its obligations under this Agreement, the Director of Operations shall give the **Operator** a written notice to cure the default within a reasonable period of time. If **Operator** fails to cure the default within the time specified by the Director of Operations, in their discretion, may terminate this Agreement fourteen (14) days after date of mailing a written notice to **Operator** by certified

mail at the address specified in paragraph 27 of this Agreement. **Operator** shall remove its personal property from the premises and shall vacate the same and surrender it to the **City** at the end of the 14-day period immediately following the service of the notice.

26. FAIR EMPLOYMENT PRACTICES

26.1 **Affirmative Action:** **Operator** shall agree to adopt an affirmative action plan to increase in **Operator's** partners, associates and employees the representation and number of under-represented groups which have been victims of employment discrimination in all of **Operator's** departments, job classifications and salary categories. **Operator** shall agree to include the same provision in its subcontracts and to require its subcontractors to include the same provision in their subcontracts. This provision is inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of that ordinance.

26.2 **Non-Discrimination:** **Operator** shall not discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. In the event any portion of this Agreement is sublet by **Operator**, said **Operator** shall include in such subcontract, a provision prohibiting the subcontractor from discrimination against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. This provision is inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of said ordinance.

26.3 **Solicitations and Advertisements:** **Operator** shall, in all solicitations or advertisements for employees, state that **Operator** is an equal opportunity employer.

27. NOTICES

Whenever notices are required under this Agreement, they shall be given as follows:

To the **City:** City Manager
City of Beloit
100 State Street
Beloit, WI 53511

With a copy to: Director of Parks and Recreation
City of Beloit
2351 Springbrook Court
Beloit, WI 53511

To the **Operator:** Operator Name
Address
City, ST Zip Code

28. **AUTHORIZATION.** **Operator**, if a corporation, shall provide the **City** with a corporate resolution authorizing its undersigned officers to execute this Agreement on behalf of the corporation.
29. **PERSONAL GUARANTY.** The undersigned, _____, hereby personally guarantee that they shall perform all of the terms and conditions of this Agreement.
30. **LIQUOR LICENSE.** This contract shall only be valid upon the **Operator** successfully obtaining a Class “B” Beer and “Class B” liquor license. Should **Operator** not successfully obtain and keep such license in effect, then this contract may be terminated by the **City** upon the **City** providing written notice of such termination to the **Operator**. Upon any such termination, all accrued annual fees shall be immediately due.
31. **TERMINATION.** Either party may terminate this Agreement by giving the other party 30 days’ prior written notice of termination. If terminated by **Operator**, such termination shall only be effective at such time as all accrued annual fees have been fully paid. Annual fees shall be pro-rated through the termination date. Upon payment of all accrued annual fees (those fees due through the termination date), Operator and Guarantors shall have no further obligation for payment of Franchise Fees or other obligations under this Agreement for the period of time following the termination date.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have signed this Agreement on the date set forth in the first paragraph of this Agreement.

Date: _____

Date: _____

CITY OF BELOIT

NAME OF OPERATOR

Jerry Gabrielatos, City Manager

Type Name of Operator

ATTEST:

Marcy J. Granger, City Clerk-Treasurer

APPROVED AS TO FORM

PERSONAL GUARANTEE

Elizabeth A, Krueger, City Attorney

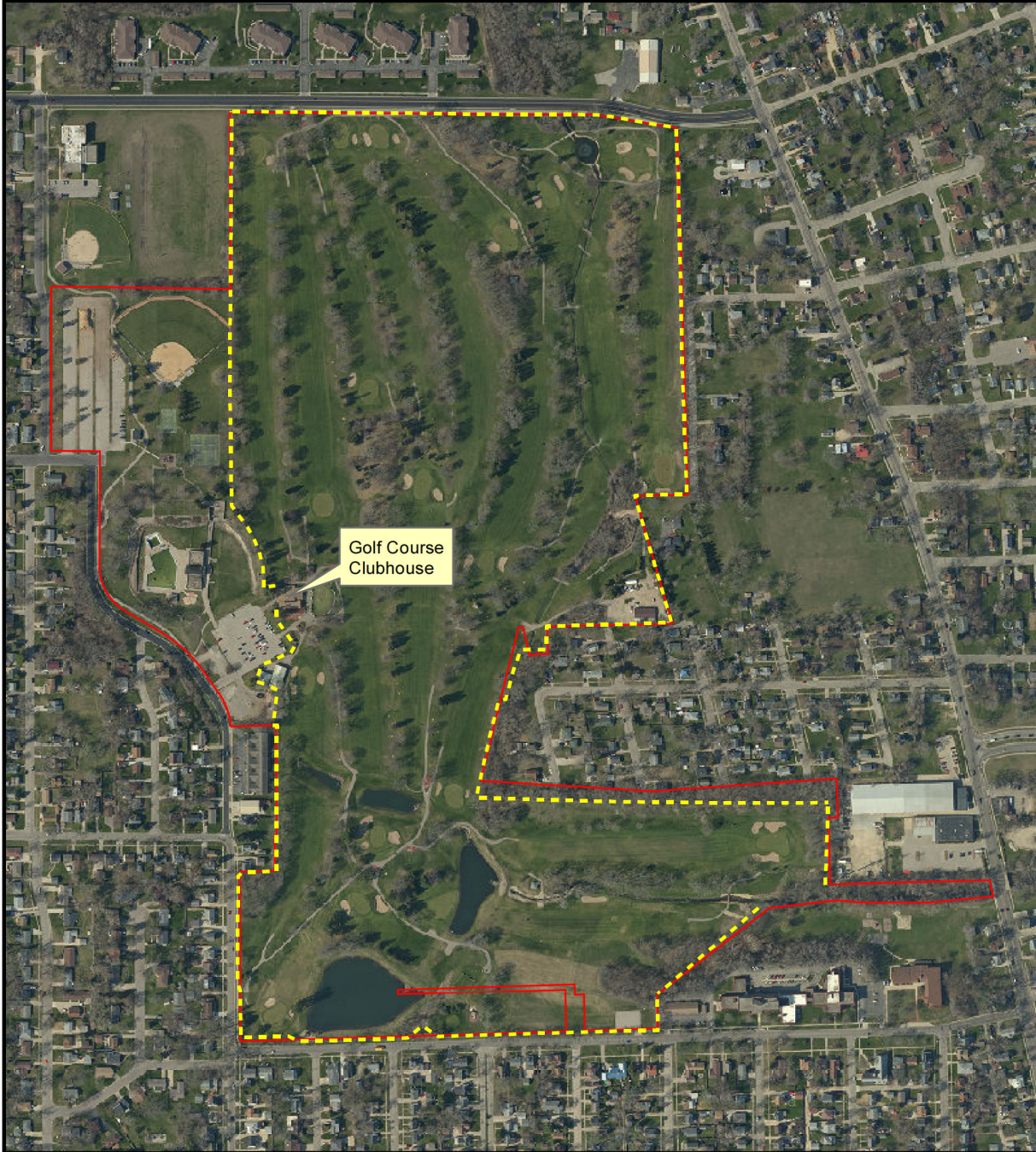
Type Name of Personal Guarantor

I hereby certify that there are sufficient funds available to pay the liability incurred by the City of Beloit pursuant to this agreement.

Eric R. Miller, City Comptroller

EXHIBIT A

**Krueger - Haskell Golf Course
Concession and Sales Area**



Legend

--- Concession and Sales Area

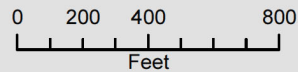


EXHIBIT B

KRUEGER HASKELL GOLF COURSE EQUIPMENT AND APPLIANCES

Item	Amount	Location	Brand/Model	Date Purchased	CONDITION		
					Excellent	Good	Fair
Cooler (3 bin)	1	Bar	Superior	2005			
Cooler (2 bin)	1	Bar	Superior	2005			
Bar Stools	34	Bar Counter/ Common Area	Modesto	2017			
Stove	1	Behind Bar Counter	Hobart	2005			
Chairs	64	Common Area	Custom Stack	1996			
Tables	15	Common Area	Custom Stack	1996			
Tables (Oval Banquet)	5	Storage Room	Mighty Lite	2011			
Tables (Raised)	5	Common Area	Modesto	2017			
Tables (Rectangular)	5	Common Area	Modesto	2015			
TV (LED 39")	1	Storage Room	Element	2017			
TV (LED 40")	1	Common Area	Sanyo	2018			
TV (Plasma 50" flat screen)	1	Storage Room	LG	2010			
Deep Fryer	1	Behind Bar Counter	Superior	2005			
Freezer	1	Kitchen	Edesa	2012			
Freezer	1	Kitchen	Artic Air	2005			
Freezer	1	Kitchen	Frigidaire	2014			
Ice Machine	1	Kitchen	Ice-O-Matic	2009			
Refrigerator	1	Kitchen	Artic Air	2005			
Sink Counter	3	Kitchen	SD01	1983			
Charcoal Grill	1	Outside of Clubhouse	----	1992			
Portable Gas Grill	1	Storage Room	Rankam Metal Products	2020			
Cooler (Rolling - 3 door)	1	Behind Food Counter	True Refrigerator	2005			

Notes:

OPERATOR EQUIPMENT AND APPLIANCES

Item	Amount	Location	Brand/Model	Date Purchased	CONDITION		
					Excellent	Good	Fair

Notes:

Owner Name (Print):

Owner Signature:

Date:

City of Beloit Representative (Print)

City of Beloit Signature

Date:
